



AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, November 18, 2025 4:00-5:30pm
Council Chambers, 401 N Morton St, Bloomington, IN

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR		
A1	Approval of Minutes of October 8 th Special Meeting and October 21st 2025 Regular Meeting	
A2	Approval of Claims Submitted October 21, 2025 through November 17, 2025	
A3	Approval of Non-Reverting Budget Amendments	
A4	Review of Business Reports	
A5	Review/Approval of Credit Card Refunds	
A6	Approval of Surplus	
A7	Contract with Fire Dawgs for Griffy dam stair removal	Mary Welz
A8	Service Agreement with Republic Services for 2026 green waste pickup	Joanna Sparks
A9	Service Agreement with Indiana Door for 2026 services	Amy Leyenbeck
A10	Service Agreement with Pursell Monument for 2026 services	Amy Leyenbeck
A11	Contract with Unrivaled Electric for battery charger install	Amy Leyenbeck
A12	Contract with R&L (Servpro) for Griffy storage cleaning	Heidi Shoemaker
A13	Service Agreement with Commercial Service for 2026 services	Daren Eads
A14	Service Agreement with Koorsen for 2026 services	Daren Eads
A15	Service Agreement with Price Electric for 2026 services	Daren Eads
A16	Service Agreement with Everywhere Signs	Julie Ramey
A17	Service Agreement with Winslow Ranch Marketing	Julie Ramey
A18	Service Agreement with The Production House	Julie Ramey
A19	Contract Renewal with Skip Daley for trivia nights	Bill Ream
A20	Concession Agreement Template for 2026 Community Events	Bill Ream
A21	Contract Addendum with E&B Paving for Griffy Entrance Paving (Change Order 1)	Rebecca Swift

B. PUBLIC HEARING/APPEARANCES		
B1	Bravo Award: Eli McCormick	Emily Buuck
B2	Staff Introduction: Aaron Biggs	Aaron Biggs

C. OTHER BUSINESS		
C1	Contract with B&L Sheet Metal for industrial fan installation	Amy Leyenbeck
C2	Service Agreement with HFI for 2026 services	Amy Leyenbeck
C3	Service Agreement with Huston Electric for 2026 services	Amy Leyenbeck
C4	Approval of Community Gardens Template Agreement for 2026	Sarah Mullin
C5	Contract addendum with Milestone for Rail Trail Rogers St Crossing project	Rebecca Swift
C6	Contract with LandWorx for stormwater detention design at RCA Park	Rebecca Swift
C7	Addendum to Partnership Agreement with CanopyBloomington	Haskell Smith
C8	Elimination of 12 redundant Parks and Recreation policies	Leslie Brinson
C9	Fee Changes for 2026	Tim Street

D. REPORTS		
None		

E PUBLIC COMMENT		

ADJOURNMENT

*This meeting of the Bloomington City Council Board of Park Commissioners can be watched on the following website:
Community Action Televisions Services (CATS) <https://catstv.net>*

The meeting may also be accessed electronically via Zoom at the following link.

Join Zoom Meeting:

Board packets/reports are available to the public by contacting the Department at 349-3700.

<https://bloomington.zoom.us/j/84333909124?pwd=D9WtiN478aIAUbdDFckNbb1Y5Dxwfc.1>

Meeting ID: 843 3390 9124

Passcode: 282057

One tap mobile

+13092053325,,84333909124#,,,*282057# US

+13126266799,,84333909124#,,,*282057# US (Chicago)

Join instructions

https://bloomington.zoom.us/meetings/84333909124/invitations?signature=Med6rm4izIDLAECtUF3SNHgJCAkCoRZP_o6HcShegQ

Background materials and packets are available at:

<https://bloomington.in.gov/boards/park-commissioners/meetings/2025>

The public may also submit comments via email, to [*\(tim.street@bloomington.in.gov\)*](mailto:tim.street@bloomington.in.gov).



A-1 November 18, 2025

MINUTES

City of Bloomington Board of Park Commissioners

Special Meeting: Wednesday, October 8, 2025, 5:00 pm-5:15 pm

Allison Conference Room, 401 N Morton St, Bloomington, IN

Zoom

CALL TO ORDER - ROLL CALL

Kathleen Mills called the meeting to order at 5:00

Present – Kathleen Mills, Ellen Rodkey

Virtual – Israel Herrera

Absent – Jim Whitlatch

A OTHER BUSINESS

A1	<p><i>Rebecca Swift, Operations & Development Division Director</i> presented the agreement with Milestone. Staff recommended approval of the agreement with Milestone Contractors for the Bloomington Rail Trail – Rogers Street Crossing Project in an amount not to exceed \$212,280. The would include a pedestrian-activated Rectangular Rapid Flashing Beacon (RRFB), a new street light, and 12 foot wide paved trail sections on both sides of Rogers Street. The trail would be realigned for a safer 90-degree crossing, with additional work that included grading, vegetation removal, stormwater improvements, and site restoration.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Milestone Contractors for the Bloomington Rail Trail- Rogers Street Crossing Project. Israel Herrera seconded the motion. Vote taken: motion unanimously carried 3-0.</i></p>
A2	<p><i>Rebecca Swift, Operations & Development Division Director</i> presented the Trail Closer. Staff recommended approval of the temporary full closure of the Bloomington Rail Trail to allow for improvements to the trail crossing at Rogers Street, which would enhance safety at that location. The trail was planned to be closed between the SOMO Connector Trail and W That Road, the trail was expected to be closed from October 15, 2025 through November 17th 2025.</p> <p>Board Comments: <i>Ellen Rodkey inquire: if there would be any signage.</i> Rebecca Swift responded: yard signs would be posted, a press release would be made through the Mayor's Office, and project would be posted through social media.</p> <p><i>Ellen Rodkey made a motion to approve the temporary full closure of the Bloomington Rail Trail for the Bloomington Rail Trail- Rogers Street Crossing Project. Israel Herrera seconded the motion. Vote taken: motion unanimously carried 3-0.</i></p>

B PUBLIC COMMENTS

Kathleen Milles opened the floor to public comment, none were received

ADJOURNMENT

Kathleen Mills adjourned the meeting at 5:06 pm.



A-1 November 18, 2025

MINUTES

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, October 21, 2025 4:00-5:30pm
Council Chambers, 401 N Morton St, Bloomington, IN
Zoom

CALL TO ORDER - ROLL CALL

Kathleen Mills called the meeting to order at 4:01pm
Present: Kathleen Mills, Israel Herrera, Jim Whitlatch
Virtual: Ellen Rodkey

A. CONSENT CALENDAR

A1	Approval of Minutes of September 25, 2025 Regular Meeting
A2	Approval of Claims Submitted September 24, 2025 through October 20, 2025
A3	Approval of Non-Reverting Budget Amendments
A4	Review of Business Reports
A5	Review/Approval of Credit Card Refunds
A6	Approval of Surplus
A7	Service Agreement with Koorsen for Fire Extinguishers
A8	Service Agreement with BRCJ for 2026 surveying
A9	Service Agreement with Bruce Home Repair for 2026 repairs
A10	Service Agreement with Monument Lettering for 2026 cemetery engraving
A11	Service Agreement with City Glass for 2026 services
A12	Service Agreement with Elite Electric for 2026 services
A13	Service Agreement with J&S Locksmith for 2026 services
A14	Service Agreement with Motz Group for 2026 services
<i>Jim Whitlatch made a motion to approve the consent calendar. Israel Herrera seconded the motion. Vote taken: motion unanimously carried 4-0</i>	

B. PUBLIC HEARINGS/APPEARANCES

B1	<i>Emily Buuck, Community Relations Coordinator presented the October Bravo Award to Joy Roberts. Joy had been a dedicated supporter of the Banneker Community Center for many years. She had donated clothing and supplies for local youth programs, and helped restore historic community footage through her work at the IU Black Film Center Archive, and inspired students as a guest speaker. She had received Bloomington's 2022 Visionary Leader Award for Black History Month, led the creation of the Black Lives Matter mural, and helped fund the Women of Color Leadership Institute at IU. Staff was grateful for the time and effort she had invested into Banneker and Bloomington communities.</i>
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C. OTHER BUSINESS

C1	<i>Rebecca Swift, Operations & Development Division Director presented the MOU. Staff recommended approval of MOU between City Utilities, Public Works, and Parks and Recreation for the management and maintenance of Hopewell Commons. The agreement defined each department's responsibilities. Parks would manage park grounds, trees, landscape planters within public right-of-way, and Led spotlight streetlights along Hopewell East. Public Works would maintain roads, alleys, parking areas, and the multi-use path, as well as snow removal. City Utilities would maintain, operate, and replace stormwater infrastructure throughout the park.</i> <i>Board Comments: None</i> <i>Jim Whitlatch made a motion to approve the MOU between City Utilities, Public Works and Parks and Recreation Departments. Israel Herrera seconded the motion. Vote taken: motion unanimously carried 4-0</i>
C2	<i>Amy Leyenbeck, Operations Coordinator presented the Service Agreement with AA Quick Pump. Staff recommended approval of a \$11,040 contract with A&A Quick Pump for the daily rental and cleaning of the portable toilet at Seminary Square Park. Funding would be from Operations General Fund with appropriations shift from the Office of the Mayor at a later date. Due to increase sanitation and safety concerns, A&A Quick</i>

	<p>Pump would handle all servicing, cleaning, restocking and emptying daily with the exception of Thanksgiving and Christmas, with photo verification sent to the Operations Coordinator.</p> <p>Board Comments: <i>Kathleen Mills commented: daily services seemed excessive. Amy responded: due to the items being placed inside, it was necessary. Kathleen Mills inquired: if it was a new issue. Amy responded: yes, increased use and misuse had caused the problem. Jim Whitlatch inquired: what where the types of issues encountered. Amy responded: clothing, bedding and umbrellas were being placed down the port-o-lets. Jim inquired: if it continued to happen daily. Amy responded: the situation had improved, but still being used as trash receptacle. Jim commented: the estimated annual cost would be around \$45,000. Amy responded: yes, the Mayor's office was exploring potential partnership and funding options. Jim commented: the portable toilet had originally been intended as a trial, to see if it would work at that location. It may be time to revisit the setup. Kathleen agreed, and inquired if there was signage. Amy confirmed: signage was posted. Kathleen inquired: if trash cans were overflowing. Amy responded: staff cleaned the park daily, but trash continued to be left on the ground, and in port-a-let.</i></p> <p><i>Jim Whitlatch made a motion to approve the contact with A&A Quick Pump. Israel Herrera seconded the motion. Vote taken: motion unanimously carried 4-0</i></p>
C3	<p>Clarence Boone, Facility Program Coordinator presented Bloomington Winter Farmers' Market Partnership. Staff recommended approval of a partnership agreement with Bloomington Winter Farmers' market to co-host the 2025 November Farmers' Market at Switchyard Park. A onetime fee of \$1,200 would be paid to Bloomington Parks and Recreation and received into the Market's Non-Reverting Account. It would be the third year for the partnership, which provided a free community market in November before the Winter Market continued independently for the season.</p> <p>Board comments- none</p> <p><i>Jim Whitlatch made a motion to approve the partnership with Bloomington Winter Farmers' Market. Israel Herrera seconded the motion. Vote taken: motion unanimously carried 4-0</i></p>
C4	<p>Daren Eads, Sports Facility Coordinator presented the Partnership with Macros and Nutrition Supplements. Staff recommended approval of the agreement with Macros and Nutrition of Bloomington to sell packaged food and drink supplements at the Twin Lakes Recreation Center through a self-serve kiosk. The vendor would pay 35% of profits to Parks and Recreation, with an estimated revenue of \$5,000, to be received into TLRC's Non-Reverting Account.</p> <p>Board comments: none</p> <p><i>Jim Whitlatch made a motion to approve the partnership with Macros and Nutrition Supplements. Israel Herrera seconded the motion. Vote taken: motion unanimously carried 4-0</i></p>

D. REPORTS

	<p>Chris Hamric, Program Facility Manager presented the 2025 Aquatics Report</p> <p>2025 attendance at both pools were down compared</p> <p>Pool rental hours had increased</p> <p>Participation in swim lessons and All Kids Swim program were up</p> <p>The number of approved Pool Fee Waivers were up</p> <p>The participant numbers in the Stay Cool Bloomington program were down</p> <p>Stay Cool Bloomington program had changed to weekends only which helped with staffing and expenses</p> <p>Bryan Pool - revenue collected \$288,066 - expenses totaled \$363,906.05 - resulting in a deficit of \$75,840.05</p> <p>Mills Pool - revenue collected \$57,967.25 – expenses totaled \$140,680.51- resulting in a deficit of \$82,713.26</p> <p>Past three years - \$188,779.80 deficit in 2023, \$171,618.39 deficit in 2024, and \$158,553.31 deficit in 2025</p> <p>Challenges in staying open weekends August – September were staffing, chemicals and cooler weather</p> <p>Operating weekends May through July revenue and expense broke pretty even</p> <p>Operating weekends August through September caused a deficit of \$77,642.48</p> <p>Master Plan estimate for next 5 year capital expense for both pools would be 1.9M</p> <p>Additional pool shell replacements would be 4.2M</p> <p>2025 goals were surpassed, and 2026 goals were presented.</p>
D1	

E. PUBLIC COMMENT - None

Rebecca Swift Operations & Development Division Director presented department updates:

- The Master Plan Provider Luncheon had been successful for collaborative ideas
- Master Plan Surveys would be sent out in the near future
- Looking at ways to expedite sending the surveys out faster
- Staff had begun the winterization process for irrigation systems and bathrooms

Board packets/reports are available to the public by contacting the Department at 349-3700.

- Arron Biggs had accepted the positon of Recreation Director, and would be starting in November. Aaron had previous experience with the Department.
- RailTrail project at Rogers crossing would be starting.
- Large encampment – staff was working with internal and external departments to resolve the issue.
- Many events were happening in October.

ADJOURNMENT 4:50

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/31/2025	Payroll				231,156.24
					<u>231,156.24</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 231,156.24

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 _____



Board of Park Commissioners Claim Register

Invoice Date Range 10/25/25 - 11/07/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	3279696	18-Parks 1st Full Time Staff Calendar & Planner Orders for 2026	Paid by EFT # 69022		10/28/2025	10/28/2025	11/07/2025		11/07/2025	182.57
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 025	06-cell phone chgs 9/12/25-10/11/25-Inv. 287297421132X101920 25	Paid by Check # 80757		10/29/2025	10/29/2025	10/29/2025		10/29/2025	71.37
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	44950	18- General Fund and Non Reverting Deposit Receipts	Paid by EFT # 68876		10/28/2025	10/28/2025	11/07/2025		11/07/2025	993.30
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1614-PVG4-6CWZJ	18-Pink Balloon Arch, 50pc Balloon Set Breast Cancer Awareness	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	26.88
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VDY-M9VT-PH6P	18-(1) 2026 Planner for Community Relations Manager	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	38.66
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 025	06-cell phone chgs 9/12/25-10/11/25-Inv. 287297421132X101920 25	Paid by Check # 80757		10/29/2025	10/29/2025	10/29/2025		10/29/2025	70.38
Account 53210 - Telephone										



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53220 - Postage										
933 - United States Postal Service	BULKMAIL-2025	18-Bloomington Parks & Rec annual Bulk Mail Permit 302 renewal	Paid by Check # 80798		10/28/2025	10/28/2025	11/07/2025		11/07/2025	370.00
Account 53310 - Printing										
2895 - Rapid Reproductions, INC	122062	18-Tree of Heaven removal placards for urban forestry #96	Paid by EFT # 69045		10/28/2025	10/28/2025	11/07/2025		11/07/2025	123.20
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-63318	18-Rail Trail Closed at Rogers St yard signs #6	Paid by EFT # 69049		10/28/2025	10/28/2025	11/07/2025		11/07/2025	145.72
Account 53320 - Advertising										
1078 - Kamrex, INC (VFW Program)	329956	18-1/16 pg ad for TLRC Veterans Day issue	Paid by Check # 80782		10/28/2025	10/28/2025	11/07/2025		11/07/2025	137.50
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1251043469	18-30-sec spots for Pumpkin Launch WHCC #6	Paid by EFT # 69061		10/28/2025	10/28/2025	11/07/2025		11/07/2025	40.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN1251043462	18-30-sec spots for Pumpkin Launch WBWB #4	Paid by EFT # 69061		10/28/2025	10/28/2025	11/07/2025		11/07/2025	40.00
Account 53910 - Dues and Subscriptions										
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-6679	18-4th quarter website hosting TLRC, SYP & Cascades 2025	Paid by EFT # 68969		10/28/2025	10/28/2025	11/07/2025		11/07/2025	495.00
Account 53990 - Other Services and Charges										
818 - Everywhere Signs, LLC	65273	18-Bill C Brown court banner goal pad & turf sign at TLRC	Paid by EFT # 68949		10/28/2025	10/28/2025	11/07/2025		11/07/2025	700.00
2895 - Rapid Reproductions, INC	123674	18-Kirkwood Ave tree planting haiku info signs #14	Paid by EFT # 69045		10/28/2025	10/28/2025	11/07/2025		11/07/2025	31.50
Account 53990 - Other Services and Charges Totals										
Program 181100 - Marketing Totals										
Invoice Transactions 2										
Invoice Transactions 11										
\$731.50										
\$2,191.96										



Board of Park Commissioners Claim Register

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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	31713	18-(10) Toilet Tissue for AQ 06/03/25	Paid by EFT # 68965		10/28/2025	10/28/2025	11/07/2025		11/07/2025	181.92
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	10714626	18-AQ CO2 for PH balancing - 9/5/25	Paid by EFT # 68975		10/28/2025	10/28/2025	11/07/2025		11/07/2025	52.03
177 - Indiana Oxygen Company, INC	10725911	18-AQ CO2 for PH balancing - 9/30/25	Paid by EFT # 68975		10/28/2025	10/28/2025	11/07/2025		11/07/2025	23.85
54255 - Spear Acquatics LLC	314000	18-(6) BPP Chlorine 08/22/25	Paid by EFT # 69063		10/28/2025	10/28/2025	11/07/2025		11/07/2025	1,320.00
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11K6-Q1GY-T1QM	18-(1) Order Bandages, Markers, Headphone Jack for Aquatics/FSC	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	34.12
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 025	06-cell phone chgs 9/12/25-10/11/25-Inv. 287297421132X101920 25	Paid by Check # 80757		10/29/2025	10/29/2025	10/29/2025		10/29/2025	29.24
Account 53510 - Electrical Services										
223 - Duke Energy	102925-ParkDukeC	18-Parks Duke Energy 3rd November Batch - Sep thru Oct Charges	Paid by Check # 80766		10/29/2025	10/29/2025	10/29/2025		10/29/2025	315.77
223 - Duke Energy	102925-ParkDukeD	18-Parks Duke Energy - Sep thru October 2025 elec chgs	Paid by Check # 80767		10/29/2025	10/29/2025	10/29/2025		10/29/2025	13.91
Program 182002 - Aquatics - Mills Pool										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	31713	18-(10) Toilet Tissue for AQ 06/03/25	Paid by EFT # 68965		10/28/2025	10/28/2025	11/07/2025		11/07/2025	121.28
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	10714626	18-AQ CO2 for PH balancing - 9/5/25	Paid by EFT # 68975		10/28/2025	10/28/2025	11/07/2025		11/07/2025	17.35



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182002 - Aquatics - Mills Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	10725911	18-AQ CO2 for PH balancing - 9/30/25	Paid by EFT # 68975		10/28/2025	10/28/2025	11/07/2025		11/07/2025	7.95
Account 53510 - Electrical Services										
223 - Duke Energy	102925-ParkDukeC	18-Parks Duke Energy 3rd November Batch - Sep thru Oct Charges	Paid by Check # 80766		10/29/2025	10/29/2025	10/29/2025		10/29/2025	27.68
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3182321079	18-FSC Zam Propane 10/14/25	Paid by EFT # 68886		10/28/2025	10/28/2025	11/07/2025		11/07/2025	109.36
2708 - AmeriGas Propane, LP	3182521695	18-FSC Zam Propane 10/21/25	Paid by EFT # 68886		10/28/2025	10/28/2025	11/07/2025		11/07/2025	88.47
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WMM-HXLJ-P1T1	18-(1) USB C to Aux Jack Adapter for Frank Southern Ice Arena	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	17.22
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11K6-Q1GY-T1QM	18-(1) Order Bandages, Markers, Headphone Jack for Aquatics/FSC	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	85.30
4574 - John Deere Financial f.s.b. (Rural King)	300677	18-FSC Scraper shovel and backpack sprayer 09/13/25	Paid by Check # 80781		10/28/2025	10/28/2025	11/07/2025		11/07/2025	110.48
8658 - Kleindorfer's Hardware LLC	23106	18-thermo gun	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	49.99
Account 53510 - Electrical Services										
223 - Duke Energy	102925-ParkDukeA	18-Parks Duke Energy - Sept thru Oct 2025 elec chgs	Paid by Check # 80764		10/29/2025	10/29/2025	10/29/2025		10/29/2025	92.73
223 - Duke Energy	102925-ParkDukeB	18-Parks Duke Energy 2nd November Batch - Sep thru Oct Charges	Paid by Check # 80765		10/29/2025	10/29/2025	10/29/2025		10/29/2025	5,984.31
Account 53510 - Electrical Services										
Account 52220 - Agricultural Supplies Totals										
Invoice Transactions 2										
\$25.30										
Account 53510 - Electrical Services Totals										
Invoice Transactions 1										
\$27.68										
Program 182002 - Aquatics - Mills Pool Totals										
Invoice Transactions 4										
\$174.26										
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
Account 52240 - Fuel and Oil Totals										
Invoice Transactions 2										
\$197.83										
Account 52420 - Other Supplies Totals										
Invoice Transactions 4										
\$17.22										
Account 52420 - Other Supplies										
Account 53510 - Electrical Services Totals										
Invoice Transactions 4										
\$262.99										
Account 53510 - Electrical Services										
Account 53510 - Electrical Services Totals										
Invoice Transactions 2										
\$6,077.04										



Board of Park Commissioners Claim Register

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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3374640	18-SA-FSC Entry Rug Cleaning 10-14-25	Paid by EFT # 69034		10/28/2025	10/28/2025	11/07/2025		11/07/2025	70.73
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003880328	18-Parks Landfill Frank Southern Center November Pickup Charges	Paid by EFT # 68871		10/29/2025	10/29/2025	10/29/2025		10/29/2025	349.19
Account 53950 - Landfill Totals										
Program 182500 - Frank Southern Center Totals										
Invoice Transactions 1										
\$70.73										
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	SO1393001	18 - Cascades Bent Grass Seed	Paid by EFT # 68879		10/28/2025	10/28/2025	11/07/2025		11/07/2025	486.75
Account 52220 - Agricultural Supplies Totals										
Invoice Transactions 1										
\$486.75										
Account 52230 - Garage and Motor Supplies										
455 - Industrial Service & Supply, INC	89523	18 - Cascades hose fixings	Paid by EFT # 68976		10/28/2025	10/28/2025	11/07/2025		11/07/2025	69.18
Account 52230 - Garage and Motor Supplies Totals										
Invoice Transactions 1										
\$69.18										
Account 52420 - Other Supplies										
4140 - Interstate All Battery Center of Bloomington, INC	1903302016067	18 - Cascades Battery for Mower 09/04/25	Paid by EFT # 68979		10/28/2025	10/28/2025	11/07/2025		11/07/2025	142.00
4574 - John Deere Financial f.s.b. (Rural King)	393592	18 - Cascades Water pump, u-bolt	Paid by Check # 80781		10/28/2025	10/28/2025	11/07/2025		11/07/2025	255.48
8658 - Kleindorfer's Hardware LLC	22914	18 - Cascades PVC piping and materials	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	24.06
5186 - P&W Golf Supply, LLC	INV155067	18 - Cascades Range Mats (16)	Paid by EFT # 69026		10/28/2025	10/28/2025	11/07/2025		11/07/2025	5,224.40
Account 52420 - Other Supplies Totals										
Invoice Transactions 4										
\$5,645.94										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321025	06-cell phone chgs 9/12/25-10/11/25-Inv. 287297421132X10192025	Paid by Check # 80757		10/29/2025	10/29/2025	10/29/2025		10/29/2025	29.24
Account 53210 - Telephone Totals										
Invoice Transactions 1										
\$29.24										
Account 53510 - Electrical Services										
223 - Duke Energy	102925-ParkDukeB	18-Parks Duke Energy 2nd November Batch - Sep thru Oct Charges	Paid by Check # 80765		10/29/2025	10/29/2025	10/29/2025		10/29/2025	1,150.78



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53510 - Electrical Services										
223 - Duke Energy	102925-ParkDukeC	18-Parks Duke Energy 3rd November Batch - Sep thru Oct Charges	Paid by Check # 80766		10/29/2025	10/29/2025	10/29/2025		10/29/2025	73.83
Account 53630 - Machinery and Equipment Repairs										
455 - Industrial Service & Supply, INC	89333	18 - Cascades Flexor ferrules, o rings	Paid by EFT # 68976		10/28/2025	10/28/2025	11/07/2025		11/07/2025	102.25
4574 - John Deere Financial f.s.b. (Rural King)	306075	18 - Cascades Baler Teeth John Deere	Paid by Check # 80781		10/28/2025	10/28/2025	11/07/2025		11/07/2025	45.90
3958 - Kenney Machinery LLC	X61487	18 - Cascades Plate and Spring for mower	Paid by EFT # 68987		10/28/2025	10/28/2025	11/07/2025		11/07/2025	141.06
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003879802	18-Parks Landfill Cascades Clubhouse November Pickup Charges	Paid by EFT # 68871		10/29/2025	10/29/2025	10/29/2025		10/29/2025	536.59
Account 53990 - Other Services and Charges										
4458 - SiteOne Landscape Supply Holding, LLC	158869389-001	18-Cascades Greens Squeegee, sand rake, golf hole ring 10/08/25	Paid by EFT # 69060		10/28/2025	10/28/2025	11/07/2025		11/07/2025	1,324.00
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1F7Q-M4T9-7GW1	18-First Aid Kit, iPhone Charger, Map Stickers Natural Resource	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	12.95
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	616449	18-Tension Slide	Paid by EFT # 68894		10/28/2025	10/28/2025	11/07/2025		11/07/2025	2.99
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CDD-NY7Y-G7N6	18-(4)ct Folding Saws for Natural Resources Trails Crew Use	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	123.24



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RKMF-FRK1-9QPP	18-Paint Containers, Tissue Paper, Autumn Beads Natural Resource	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	76.88
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1F7Q-M4T9-7GW1	18-First Aid Kit, iPhone Charger, Map Stickers Natural Resource	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	60.55
4635 - Avers Pizza, INC	20251022-3	18 - (4) pizza and breadsticks for Griffy Lake staff meeting	Paid by Check # 80774		10/28/2025	10/28/2025	11/07/2025		11/07/2025	69.30
Account 52420 - Other Supplies Totals										
										Invoice Transactions 4
										\$329.97
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 025	06-cell phone chgs 9/12/25-10/11/25-Inv. 287297421132X101920 25	Paid by Check # 80757		10/29/2025	10/29/2025	10/29/2025		10/29/2025	151.16
Account 53210 - Telephone Totals										
										Invoice Transactions 1
										\$151.16
Account 53510 - Electrical Services										
223 - Duke Energy	102925-ParkDukeC	18-Parks Duke Energy 3rd November Batch - Sep thru Oct Charges	Paid by Check # 80766		10/29/2025	10/29/2025	10/29/2025		10/29/2025	17.33
223 - Duke Energy	102925-ParkDukeD	18-Parks Duke Energy - Sep thru October 2025 elec chgs	Paid by Check # 80767		10/29/2025	10/29/2025	10/29/2025		10/29/2025	17.10
Account 53510 - Electrical Services Totals										
										Invoice Transactions 2
										\$34.43
Program 184000 - Natural Resources Totals										
										Invoice Transactions 9
										\$531.50
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	102925-ParkDukeB	18-Parks Duke Energy 2nd November Batch - Sep thru Oct Charges	Paid by Check # 80765		10/29/2025	10/29/2025	10/29/2025		10/29/2025	307.24
Account 53510 - Electrical Services Totals										
										Invoice Transactions 1
										\$307.24
Program 184500 - Youth Services -Juke Box Totals										
										Invoice Transactions 1
										\$307.24
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CK9-XYDK-9WL7	18-(10)ct 100ft Pennant Flag Line, Light Organizer Community Ev	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	175.79
4574 - John Deere Financial f.s.b. (Rural King)	322541	18-clean release blue tape 10/15/25	Paid by Check # 80781		10/28/2025	10/28/2025	11/07/2025		11/07/2025	21.77



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	23734	18 - Spray Adhesive	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	13.99
5819 - Synchrony Bank	7387	18 - Batteries, tape 10/15/25	Paid by Check # 80794		10/28/2025	10/28/2025	11/07/2025		11/07/2025	51.92
Account 52420 - Other Supplies Totals										
Program 186500 - Community Events Totals										
Invoice Transactions 4										
\$263.47										
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
137 - Good Earth, LLC	22324	18- Leaf mulch for community gardens-10/15/25	Paid by EFT # 68957		10/28/2025	10/28/2025	11/07/2025		11/07/2025	50.00
137 - Good Earth, LLC	22323	18- Leaf mulch for community gardens-10/15/25	Paid by EFT # 68957		10/28/2025	10/28/2025	11/07/2025		11/07/2025	50.00
Account 52420 - Other Supplies Totals										
Program 186502 - Community Events-Gardens Totals										
Invoice Transactions 2										
\$100.00										
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	102925-ParkDukeA	18-Parks Duke Energy - Paid by Check Sept thru Oct 2025 elec chgs	# 80764		10/29/2025	10/29/2025	10/29/2025		10/29/2025	516.86
223 - Duke Energy	102925-ParkDukeB	18-Parks Duke Energy 2nd November Batch - Sep thru Oct Charges	Paid by Check # 80765		10/29/2025	10/29/2025	10/29/2025		10/29/2025	11.30
223 - Duke Energy	102925-ParkDukeC	18-Parks Duke Energy 3rd November Batch - Sep thru Oct Charges	Paid by Check # 80766		10/29/2025	10/29/2025	10/29/2025		10/29/2025	108.64
223 - Duke Energy	102925-ParkDukeD	18-Parks Duke Energy - Paid by Check Sep thru October 2025 elec chgs	# 80767		10/29/2025	10/29/2025	10/29/2025		10/29/2025	57.40
Account 53510 - Electrical Services Totals										
Invoice Transactions 4										
\$694.20										
Account 53650 - Other Repairs										
539 - Price Electric, INC	40918	18-TLSP-Infield lighting replacements-10/2/25	Paid by EFT # 69036		10/28/2025	10/28/2025	11/07/2025		11/07/2025	1,880.00
Account 53650 - Other Repairs Totals										
Invoice Transactions 1										
\$1,880.00										



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003880339	18-Parks Landfill Twin Lakes Sports Park November Pickup Charges	Paid by EFT # 68871		10/29/2025	10/29/2025	10/29/2025		10/29/2025	318.50
Account 53950 - Landfill Totals										
Program 187001 - Adult Sports-Softball Totals										
Invoice Transactions 1										
\$318.50										
Program 187202 - Youth Sports-Winslow										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 025	06-cell phone chgs 9/12/25-10/11/25-Inv. 287297421132X101920 25	Paid by Check # 80757		10/29/2025	10/29/2025	10/29/2025		10/29/2025	29.24
Account 53210 - Telephone Totals										
Invoice Transactions 1										
\$29.24										
Account 53510 - Electrical Services										
223 - Duke Energy	102925-ParkDukeA	18-Parks Duke Energy - Paid by Check Sept thru Oct 2025 elec # 80764 chgs			10/29/2025	10/29/2025	10/29/2025		10/29/2025	27.63
223 - Duke Energy	102925-ParkDukeB	18-Parks Duke Energy 2nd November Batch - Sep thru Oct Charges	Paid by Check # 80765		10/29/2025	10/29/2025	10/29/2025		10/29/2025	601.62
223 - Duke Energy	102925-ParkDukeC	18-Parks Duke Energy 3rd November Batch - Sep thru Oct Charges	Paid by Check # 80766		10/29/2025	10/29/2025	10/29/2025		10/29/2025	18.45
Account 53510 - Electrical Services Totals										
Program 187202 - Youth Sports-Winslow Totals										
Invoice Transactions 3										
\$647.70										
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	102925-ParkDukeC	18-Parks Duke Energy 3rd November Batch - Sep thru Oct Charges	Paid by Check # 80766		10/29/2025	10/29/2025	10/29/2025		10/29/2025	191.05
Account 53510 - Electrical Services Totals										
Program 187208 - Youth Sports-Olcott Totals										
Invoice Transactions 1										
\$191.05										
\$191.05										



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 025	06-cell phone chgs 9/12/25-10/11/25-Inv. 287297421132X101920 25	Paid by Check # 80757		10/29/2025	10/29/2025	10/29/2025		10/29/2025	47.12
Account 53210 - Telephone Totals										
Program 188001 - Inclusive Recreation Totals										
Invoice Transactions 1										
\$47.12										
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YPV-YWLC-CYDM	18-Pressure Washer Gauge, Foam Cannon for OPS Power Washer Tool	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	251.86
1029 - Cintas First Aid & Safety #2	5297169004	18-OPS first aid cabinet refills - 10-14-25	Paid by EFT # 68922		10/28/2025	10/28/2025	11/07/2025		11/07/2025	216.83
313 - Fastenal Company	INBLM240312	18-OPS (3,020) black & blue gloves	Paid by EFT # 68951		10/28/2025	10/28/2025	11/07/2025		11/07/2025	473.20
9431 - Midland Paper Company	IN02545192	18-OPS Can liners- Sanitation Department	Paid by EFT # 69008		10/28/2025	10/28/2025	11/07/2025		11/07/2025	1,369.28
9431 - Midland Paper Company	IN02547310	18-OPS Can liners- Sanitation Department & disinfect, hand soap	Paid by EFT # 69008		10/28/2025	10/28/2025	11/07/2025		11/07/2025	1,518.94
9431 - Midland Paper Company	IN02547960	18-OPS (6) dispensers for tissue paper	Paid by EFT # 69008		10/28/2025	10/28/2025	11/07/2025		11/07/2025	231.00
Account 52210 - Institutional Supplies Totals										
Invoice Transactions 6										
\$4,061.11										
Account 52220 - Agricultural Supplies										
51891 - Forest Commodities, INC	25101601	18-OPS TenderTurf Playground Surfacing	Paid by EFT # 68953		10/28/2025	10/28/2025	11/07/2025		11/07/2025	2,350.00
Account 52220 - Agricultural Supplies Totals										
Invoice Transactions 1										
\$2,350.00										
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	664134	18 - Socket set for the shop	Paid by EFT # 69062		10/28/2025	10/28/2025	11/07/2025		11/07/2025	74.26
Account 52230 - Garage and Motor Supplies Totals										
Invoice Transactions 1										
\$74.26										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	616259	18-Twin Lakes Sports Park trial walking bridge-lumber, screws	Paid by EFT # 68894		10/28/2025	10/28/2025	11/07/2025		11/07/2025	91.67
334 - Irving Materials, INC	11629253	18-OPS 4000- Stone for Park Ridge Park- 10/10/25	Paid by EFT # 68981		10/28/2025	10/28/2025	11/07/2025		11/07/2025	457.19
Account 52310 - Building Materials and Supplies Totals										
Invoice Transactions 2										
\$548.86										



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
294 - All-Phase Electric Supply, INC	0740-1032165	18 - 160W LED high bay lights	Paid by EFT # 68882		10/28/2025	10/28/2025	11/07/2025		11/07/2025	134.49
50594 - Barry Company, INC	152428	18-OPS Miller Showers-pvc pipe, harvey primer,glue	Paid by EFT # 68890		10/28/2025	10/28/2025	11/07/2025		11/07/2025	75.83
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	M4012515	18-OPS rogue pump for Bad Boy Mower	Paid by EFT # 68911		10/28/2025	10/28/2025	11/07/2025		11/07/2025	74.99
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	2966	18-OPS Diagnose 2 gate at Switchyard 9/11/25	Paid by EFT # 68913		10/28/2025	10/28/2025	11/07/2025		11/07/2025	230.00
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	2965	18-OPS Liftmaster opener with angle iron- 9/11/25	Paid by EFT # 68913		10/28/2025	10/28/2025	11/07/2025		11/07/2025	325.00
4574 - John Deere Financial f.s.b. (Rural King)	393594	18-OPS (2) tires for the Toro & tire inflator	Paid by Check # 80781		10/28/2025	10/28/2025	11/07/2025		11/07/2025	149.97
8658 - Kleindorfer's Hardware LLC	23219	18-repairs & maintenance - landscape wall @Bryan park	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	32.36
8658 - Kleindorfer's Hardware LLC	23144	18-OPS-spackling	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	5.59
8658 - Kleindorfer's Hardware LLC	22924	18-OPS Hardware,Tools,Materia ls for repairs & maintenance	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	7.99
8658 - Kleindorfer's Hardware LLC	23587	18-OPS-bushings, male adapter, ball valve	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	16.17
8658 - Kleindorfer's Hardware LLC	22935	18-OPS Hardware-staples, cut discs-Unit 808	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	17.86
8658 - Kleindorfer's Hardware LLC	23273	18-OPS Hardware,Tools,Materia ls for repairs & maintenance	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	19.08
8658 - Kleindorfer's Hardware LLC	24096	18-OPS -pvc, elbow	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	34.68
8658 - Kleindorfer's Hardware LLC	23313	18-OPS Hardware,Tools,Materia ls for repairs & maintenance	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	90.80
8658 - Kleindorfer's Hardware LLC	23112	18-(1) 4 1/2 sawblade	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	21.49



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	23111	18-(1) Bernzomatic Map Gas, (2) gal Anti Freeze	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	91.57
8658 - Kleindorfer's Hardware LLC	23080	18-(2) Straw Bales	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	14.00
786 - Richard's Small Engine, INC	599028	18-OPS Hustler mower & scag windstorm parts	Paid by EFT # 69048		10/28/2025	10/28/2025	11/07/2025		11/07/2025	198.90
4443 - The Sherwin Williams Company	1897-0	18-OPS Paint and stain supplies for OPS	Paid by EFT # 69073		10/28/2025	10/28/2025	11/07/2025		11/07/2025	254.84
10/16/25										
10/08/25										
Account 52340 - Other Repairs and Maintenance Totals										
										Invoice Transactions 19
										\$1,795.61
Account 52420 - Other Supplies										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	24075	18-OPS Dearly Departed Cemetery Tour (50)T-Shirts	Paid by EFT # 68874		10/28/2025	10/28/2025	11/07/2025		11/07/2025	656.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1JW3-KTRW-PLWR	18-(1) Under Sink Water Filter System for OPS Rose Hill Office	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	59.49
409 - Black Lumber Co. INC	617192	18-8 2X4's	Paid by EFT # 68894		10/28/2025	10/28/2025	11/07/2025		11/07/2025	36.72
8658 - Kleindorfer's Hardware LLC	23645	18-Hardware for Twin Lakes Sports Park Trail walking bridge	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	5.94
8658 - Kleindorfer's Hardware LLC	23816	18-Materials for Shop-chucks, coupler plugs, anchors	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	14.44
8658 - Kleindorfer's Hardware LLC	23257	18-Black Spray Paint, (3) painters tape	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	164.48
8658 - Kleindorfer's Hardware LLC	08205	18-1/2" plug for Switchyard	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	2.69
8658 - Kleindorfer's Hardware LLC	22979	18-(4) bolts & (4) washers for Toro	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	10.44
8658 - Kleindorfer's Hardware LLC	23137	18-Hardware for Switchyard-copper, nuts, ferrules	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	12.56
8658 - Kleindorfer's Hardware LLC	22962	18-Hardware for Switchyard	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	12.56
8658 - Kleindorfer's Hardware LLC	22961	18-Materials for Shop	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	17.99
Account 52420 - Other Supplies Totals										
										Invoice Transactions 11
										\$993.31



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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
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52430 - Uniforms and Tools										
1548 - Safety Shoe Distributors, INC	I200-21119207	18-OPS Winter clothing for 7 OPS/Urban Forestry crew	Paid by EFT # 69053		10/28/2025	10/28/2025	11/07/2025		11/07/2025	782.69
Account 52430 - Uniforms and Tools Totals										
								Invoice Transactions	1	\$782.69
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321025	06-cell phone chgs 9/12/25-10/11/25-Inv. 287297421132X101920 25	Paid by Check # 80757		10/29/2025	10/29/2025	10/29/2025		10/29/2025	277.07
Account 53210 - Telephone Totals										
								Invoice Transactions	1	\$277.07
Account 53510 - Electrical Services										
223 - Duke Energy	102925-ParkDukeA	18-Parks Duke Energy - Paid by Check Sept thru Oct 2025 elec # 80764 chgs			10/29/2025	10/29/2025	10/29/2025		10/29/2025	211.75
223 - Duke Energy	102925-ParkDukeB	18-Parks Duke Energy Paid by Check 2nd November Batch - # 80765 Sep thru Oct Charges			10/29/2025	10/29/2025	10/29/2025		10/29/2025	826.15
223 - Duke Energy	102925-ParkDukeC	18-Parks Duke Energy Paid by Check 3rd November Batch - # 80766 Sep thru Oct Charges			10/29/2025	10/29/2025	10/29/2025		10/29/2025	467.81
223 - Duke Energy	102925-ParkDukeD	18-Parks Duke Energy - Paid by Check Sep thru October 2025 # 80767 elec chgs			10/29/2025	10/29/2025	10/29/2025		10/29/2025	97.03
Account 53510 - Electrical Services Totals										
								Invoice Transactions	4	\$1,602.74
Account 53610 - Building Repairs										
1537 - Indiana Door & Hardware Specialties, INC	14757AA	18-OPS repairs to Switchyard door-yale lock for keys core	Paid by Check # 80779		10/28/2025	10/28/2025	11/07/2025		11/07/2025	228.00
9254 - Rentokil North American INC (Terminix Commercial)	84819653	18-OPS-pest control-619 W Howe St Bldg Trades Park 10/8/25	Paid by Check # 80790		10/28/2025	10/28/2025	11/07/2025		11/07/2025	225.00
Account 53610 - Building Repairs Totals										
								Invoice Transactions	2	\$453.00
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3375027	18-OPS floor mat cleaning for Rose Hill-10/15/25	Paid by EFT # 69034		10/28/2025	10/28/2025	11/07/2025		11/07/2025	25.52
53657 - Plymate, INC	3375028	18-OPS floor mat cleaning for Ops Center (Adams)-10/15/25	Paid by EFT # 69034		10/28/2025	10/28/2025	11/07/2025		11/07/2025	28.26



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	24262	18-OPS Seminary port-alet monthly rental charges	Paid by EFT # 69074		10/28/2025	10/28/2025	11/07/2025		11/07/2025	440.00
Account 53920 - Laundry and Other Sanitation Services Totals										
Invoice Transactions 3										
\$493.78										
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PM0925	18-OPS Centerstone September 2025 Hours 191.03 for Parks	Paid by EFT # 68919		10/28/2025	10/28/2025	11/07/2025		11/07/2025	3,514.95
Account 53990 - Other Services and Charges Totals										
Invoice Transactions 1										
\$3,514.95										
Account 54310 - Improvements Other Than Building										
9967 - Adventurous Play	1024A	18-OPS Bryan park 2-5 playground resurfacing project 10/24/25	Paid by EFT # 68880		10/28/2025	10/28/2025	11/07/2025		11/07/2025	31,160.00
Account 54310 - Improvements Other Than Building Totals										
Program 189000 - Operations Totals										
Invoice Transactions 1										
\$31,160.00										
Program 189006 - Switchyard Property										
Account 52220 - Agricultural Supplies										
365 - Rogers Group, INC	0713018624	18-SYP #11 stone for dog park	Paid by EFT # 69050		10/28/2025	10/28/2025	11/07/2025		11/07/2025	71.50
Account 52220 - Agricultural Supplies Totals										
Invoice Transactions 1										
\$71.50										
Account 52230 - Garage and Motor Supplies										
6889 - Professional Golfcar Corporation	01-40496	18 SYP Parts for Fleet to repair 825	Paid by EFT # 69038		10/28/2025	10/28/2025	11/07/2025		11/07/2025	1,071.81
Account 52230 - Garage and Motor Supplies Totals										
Invoice Transactions 1										
\$1,071.81										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	615914	18 -SYP 32" grip and brabs	Paid by EFT # 68894		10/28/2025	10/28/2025	11/07/2025		11/07/2025	119.96
8658 - Kleindorfer's Hardware LLC	23236	18-SYP-nuts, bolts, scrub caddy,cable, washers, propane exchange	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	81.63
15901 - Michigan Playgrounds, LLC (Midstates Recreation)	SINV-09442	18- SYP Cloud 9 Replacement Parts - center post, ball, bearings	Paid by EFT # 69007		10/28/2025	10/28/2025	11/07/2025		11/07/2025	3,502.00
Account 52310 - Building Materials and Supplies Totals										
Invoice Transactions 3										
\$3,703.59										



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MDH-K6TK-TFCP	18-(2) Toner Cartridges for Switchyard Administrative Office	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	101.98
Account 53510 - Electrical Services										
223 - Duke Energy	102925-ParkDukeC	18-Parks Duke Energy 3rd November Batch - Sep thru Oct Charges	Paid by Check # 80766		10/29/2025	10/29/2025	10/29/2025		10/29/2025	1,509.27
223 - Duke Energy	102925-ParkDukeD	18-Parks Duke Energy - Sep thru October 2025 elec chgs	Paid by Check # 80767		10/29/2025	10/29/2025	10/29/2025		10/29/2025	689.55
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	C019592	18-SYP Fall Preventative Maintenance 9/25/25	Paid by EFT # 68964		10/28/2025	10/28/2025	11/07/2025		11/07/2025	6,351.50
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	Switch0925	18- SYP Centerstone Sept 2025-403.80 hours	Paid by EFT # 68919		10/28/2025	10/28/2025	11/07/2025		11/07/2025	7,429.92
7232 - Oscar's Contracting INC	SWITCHYARD1025	18- SYP Storage Shed Build-10/20/25	Paid by EFT # 69024		10/28/2025	10/28/2025	11/07/2025		11/07/2025	24,400.00
Account 53990 - Other Services and Charges Totals										
Program 189006 - Switchyard Property Totals										
Program 189400 - Hopewell										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	616728	18-Hopewell Fence-treated lumber/boards, HDG RS w/fuel	Paid by EFT # 68894		10/28/2025	10/28/2025	11/07/2025		11/07/2025	266.67
Account 52420 - Other Supplies Totals										
Program 189400 - Hopewell Totals										
Program 189500 - Urban Greenspace										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17DG-QWG6-3VLN	18-Storage Shelves, First Aid Kit, Trimmer Head Urban Greenspac	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	304.77
11589 - Bloomington Cooperative Services (Bloomingfoods)	0S0302151412	18 - UGS laundry detergent	Paid by EFT # 68898		10/28/2025	10/28/2025	11/07/2025		11/07/2025	25.98
Account 52210 - Institutional Supplies Totals										
Invoice Transactions 2										
\$330.75										



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189500 - Urban Greenspace										
Account 52220 - Agricultural Supplies										
5594 - Bloomington Hardware Co., INC	721118	18 - UGS/NAT RES (2) 50# bags Annual Ryegrass seed	Paid by EFT # 68900		10/28/2025	10/28/2025	11/07/2025		11/07/2025	115.00
8658 - Kleindorfer's Hardware LLC	08170	18 - UGS / NAT RES (2) wasp spray cans- 9/26/25	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	18.98
8658 - Kleindorfer's Hardware LLC	08183	18 - UGS / NAT RES (2) wasp spray cans- 10/6/25	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	18.98
Account 52220 - Agricultural Supplies Totals								Invoice Transactions 3		\$152.96
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17DG-QWG6-3VLN	18-Storage Shelves, First Aid Kit, Trimmer Head Urban Greenspac	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	37.98
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions 1		\$37.98
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1K3L-KCWN-6YLV	18-4 Tier Metal Industrial Shelf for Urban Greenspace Crew Use	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	157.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17DG-QWG6-3VLN	18-Storage Shelves, First Aid Kit, Trimmer Head Urban Greenspac	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	160.94
8658 - Kleindorfer's Hardware LLC	08197	18 - UGS misc. shop supplies - (2) dawn soaps	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	10.98
Account 52420 - Other Supplies Totals								Invoice Transactions 3		\$329.91
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 025	06-cell phone chgs 9/12/25-10/11/25-Inv. 287297421132X101920 25	Paid by Check # 80757		10/29/2025	10/29/2025	10/29/2025		10/29/2025	246.84
Account 53210 - Telephone Totals								Invoice Transactions 1		\$246.84
Program 189500 - Urban Greenspace Totals								Invoice Transactions 10		\$1,098.44
Program 189501 - Cemeteries										
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17DG-QWG6-3VLN	18-Storage Shelves, First Aid Kit, Trimmer Head Urban Greenspac	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	18.99
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions 1		\$18.99



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 025	06-cell phone chgs 9/12/25-10/11/25-Inv. 287297421132X101920 25	Paid by Check # 80757		10/29/2025	10/29/2025	10/29/2025		10/29/2025	41.14
Account 53510 - Electrical Services										
223 - Duke Energy	102925- ParkDukeA	18-Parks Duke Energy - Paid by Check Sept thru Oct 2025 elec chgs			10/29/2025	10/29/2025	10/29/2025		10/29/2025	76.57
Account 53210 - Telephone Totals										
Invoice Transactions 1										
\$41.14										
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	616192	18-UF Lumber, screws, stanley tape, circular saw, bits	Paid by EFT # 68894		10/28/2025	10/28/2025	11/07/2025		11/07/2025	1,590.82
409 - Black Lumber Co. INC	616193	18 - 60 2x4 joist hanger	Paid by EFT # 68894		10/28/2025	10/28/2025	11/07/2025		11/07/2025	59.40
4574 - John Deere Financial f.s.b. (Rural King)	389730	18-UF- Chainsaw, Wheelbarrow, face shield, hammer, tools bar oil	Paid by Check # 80781		10/28/2025	10/28/2025	11/07/2025		11/07/2025	1,147.94
8658 - Kleindorfer's Hardware LLC	23970	18-(2) chain saw chain for UF	Paid by EFT # 68989		10/28/2025	10/28/2025	11/07/2025		11/07/2025	38.00
786 - Richard's Small Engine, INC	598316	18- UF - Throwline, scabbard, wedges, replacement blades, rope	Paid by EFT # 69048		10/28/2025	10/28/2025	11/07/2025		11/07/2025	582.57
1548 - Safety Shoe Distributors, INC	I200-21119207	18-OPS Winter clothing for 7 OPS/Urban Forestry crew	Paid by EFT # 69053		10/28/2025	10/28/2025	11/07/2025		11/07/2025	600.00
Account 52420 - Other Supplies Totals										
Invoice Transactions 6										
\$4,018.73										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 025	06-cell phone chgs 9/12/25-10/11/25-Inv. 287297421132X101920 25	Paid by Check # 80757		10/29/2025	10/29/2025	10/29/2025		10/29/2025	241.14
Account 53210 - Telephone Totals										
Program 189503 - Urban Forestry Totals										
Department 18 - Parks & Recreation Totals										
Invoice Transactions 1										
\$241.14										
Invoice Transactions 7										
\$4,259.87										
Invoice Transactions 164										
\$126,382.68										



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52420 - Other Supplies										
905 - Convention And Visitors Bureau Of Monroe County	E17399	18- Master Plan Provider Luncheon-10/8/2025	Incorrect Bank		10/28/2025	10/28/2025	11/07/2025		11/07/2025	.00
4549 - Kroger Limited Partnership I	004530	18- Ice, lemonade, lemons, and limes Master Plan	Paid by Check # 80783		10/28/2025	10/28/2025	11/07/2025		11/07/2025	8.27
5819 - Synchrony Bank	4884 Parks	18 - food storage bags	Paid by Check # 80794		10/28/2025	10/28/2025	11/07/2025		11/07/2025	427.10
5819 - Synchrony Bank	5420 Parks	18- Snacks, cups, and napkins for Community Master Plan Event	Paid by Check # 80794		10/28/2025	10/28/2025	11/07/2025		11/07/2025	165.07
Account 52420 - Other Supplies Totals										
Invoice Transactions 4										
\$600.44										
Account 53990 - Other Services and Charges										
905 - Convention And Visitors Bureau Of Monroe County	E17399	18- Master Plan Provider Luncheon-10/8/2025	Incorrect Bank		10/28/2025	10/28/2025	11/07/2025		11/07/2025	.00
Account 53990 - Other Services and Charges Totals										
Program 181000 - Administration Totals										
Invoice Transactions 1										
\$0.00										
Invoice Transactions 5										
\$600.44										
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
4504 - American National Red Cross	22988047	18- (5) Public CPR/First Aid Course	Paid by EFT # 68885		10/28/2025	10/28/2025	11/07/2025		11/07/2025	200.00
818 - Everywhere Signs, LLC	64645	18- Pink Flags for Paint the Town Pink Event (6)	Paid by EFT # 68949		10/28/2025	10/28/2025	11/07/2025		11/07/2025	375.00
Account 52420 - Other Supplies Totals										
Program 181001 - Health & Wellness Totals										
Invoice Transactions 2										
\$575.00										
\$575.00										
Program 182500 - Frank Southern Center										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	23973	18-(12) FSC Skating School Instructor Jackets	Paid by EFT # 68874		10/28/2025	10/28/2025	11/07/2025		11/07/2025	540.00
Account 52430 - Uniforms and Tools Totals										
Program 182500 - Frank Southern Center Totals										
Invoice Transactions 1										
\$540.00										
\$540.00										
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	80-193227	18-FSC Concessions items for sale 10-10-25	Paid by EFT # 68956		10/28/2025	10/28/2025	11/07/2025		11/07/2025	1,197.40



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	4131	18-FSC Concessions Items 10/10/25	Paid by Check # 80794		10/28/2025	10/28/2025	11/07/2025		11/07/2025	651.33
Account 52330 - Street , Alley, and Sewer Material Totals										
Program 182501 - Frank Southern Center Concession Totals										
Invoice Transactions 2										
\$1,848.73										
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	921169988	18 - Cascades Golf Balls (140)	Paid by Check # 80773		10/28/2025	10/28/2025	11/07/2025		11/07/2025	1,983.08
5819 - Synchrony Bank	3037	18 - Cascades- Buns, Chips, Muffins- 10/10/25	Paid by Check # 80794		10/28/2025	10/28/2025	11/07/2025		11/07/2025	142.55
5819 - Synchrony Bank	4079	18-Cascades- buns and chips	Paid by Check # 80794		10/28/2025	10/28/2025	11/07/2025		11/07/2025	58.44
21145 - Sysco USA III, LLC	438655728	18 - Cascades Hotdogs, Hamburgers 10/09/25	Paid by EFT # 69069		10/28/2025	10/28/2025	11/07/2025		11/07/2025	1,053.25
Account 52330 - Street , Alley, and Sewer Material Totals										
Program 183500 - Golf Services Totals										
Invoice Transactions 4										
\$3,237.32										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	921597529	18 - Cascades Shoes	Paid by Check # 80773		10/28/2025	10/28/2025	11/07/2025		11/07/2025	157.75
4072 - Acushnet Company	921604521	18 - Cascades golf balls (6 dozen)	Paid by Check # 80773		10/28/2025	10/28/2025	11/07/2025		11/07/2025	267.73
4072 - Acushnet Company	921604632	18 - Cascades Credit Memo-Titleist Tour Soft Promo	Paid by Check # 80773		10/28/2025	10/28/2025	11/07/2025		11/07/2025	(80.50)
53619 - Ping, INC	2025100095159	18 - Cascades- driver shaft	Paid by EFT # 69033		10/28/2025	10/28/2025	11/07/2025		11/07/2025	63.11
53619 - Ping, INC	2025100098330	18 - Cascades Driver	Paid by EFT # 69033		10/28/2025	10/28/2025	11/07/2025		11/07/2025	400.70
Account 52330 - Street , Alley, and Sewer Material Totals										
Program 183501 - Golf Course - Pro Shop Totals										
Invoice Transactions 5										
\$808.79										
\$808.79										



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53990 - Other Services and Charges										
121 - Eco Logic, LLC	6118	18-May 2025 herbaceous deer browse monitoring Griffy Lake	Paid by EFT # 68941		10/28/2025	10/28/2025	11/07/2025		11/07/2025	4,755.00
Account 53990 - Other Services and Charges Totals										
Program 184000 - Natural Resources Totals										
Invoice Transactions 1										
\$4,755.00										
Program 184500 - Youth Services -Juke Box										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QM6-GYJ4- CYW1	18-(2) Packs 100ct Bandages, (1) 50ct Cold Packs Allison- Jukebox	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	38.43
5819 - Synchrony Bank	000000 GWEUIO	18-AJB table, first aid supplies, suckers, tape, TP dispensers	Paid by Check # 80794		10/28/2025	10/28/2025	11/07/2025		11/07/2025	238.80
Account 52210 - Institutional Supplies Totals										
Invoice Transactions 2										
\$277.23										
Account 53990 - Other Services and Charges										
1032 - Lake Monroe Sailing Association, INC	8227	18-Lake Monroe Sailing Association Registrations (23)	Paid by EFT # 68993		10/28/2025	10/28/2025	11/07/2025		11/07/2025	9,457.00
Account 53990 - Other Services and Charges Totals										
Program 184500 - Youth Services -Juke Box Totals										
Invoice Transactions 1										
\$9,457.00										
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	38780	18-TLRC industrial supplies; paper towels, body wash, facial tis	Paid by EFT # 68965		10/28/2025	10/28/2025	11/07/2025		11/07/2025	800.62
Account 52210 - Institutional Supplies Totals										
Invoice Transactions 1										
\$800.62										
Account 52310 - Building Materials and Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RKMF-FRK1- 4QGL	18-(1) High Speed Commercial Hand Dryer for Twin Lakes Rec Centr	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	475.00
Account 52310 - Building Materials and Supplies Totals										
Invoice Transactions 1										
\$475.00										
Account 52340 - Other Repairs and Maintenance										
4140 - Interstate All Battery Center of Bloomington, INC	1903302016187	18 - TLRC Golf Cart - Battery replacement 10/14/25	Paid by EFT # 68979		10/28/2025	10/28/2025	11/07/2025		11/07/2025	183.00
Account 52340 - Other Repairs and Maintenance Totals										
Invoice Transactions 1										
\$183.00										



Board of Park Commissioners Claim Register

Invoice Date Range 10/25/25 - 11/07/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53310 - Printing										
2895 - Rapid Reproductions, INC	123624	18-TLRC advertising banner Stretch Zone & Mo Co Youth Football	Paid by EFT # 69045		10/28/2025	10/28/2025	11/07/2025		11/07/2025	169.80
2895 - Rapid Reproductions, INC	122184	18-8' x 4' 2025 banners FreeThink & Fresh Fork for TLRC	Paid by EFT # 69045		10/28/2025	10/28/2025	11/07/2025		11/07/2025	168.32
Account 53510 - Electrical Services										
223 - Duke Energy	102925-ParkDukeA	18-Parks Duke Energy - Paid by Check Sept thru Oct 2025 elec chgs	Paid by Check # 80764		10/29/2025	10/29/2025	10/29/2025		10/29/2025	61.25
Account 53610 - Building Repairs										
53657 - Plymate, INC	3376542	18 - TLRC Entry Mat Service-10/22/25	Paid by EFT # 69034		10/28/2025	10/28/2025	11/07/2025		11/07/2025	82.38
Account 53650 - Other Repairs										
1537 - Indiana Door & Hardware Specialties, INC	14768AA	18 - TLRC Front Door Lock Cylinder Installation 10/23/25	Paid by Check # 80779		10/28/2025	10/28/2025	11/07/2025		11/07/2025	155.00
Account 53910 - Dues and Subscriptions										
454 - DirecTV, LLC	075619410X25 1022	18-satellite service for TLRC-10/21/25-11/20/25	Paid by Check # 80761		10/29/2025	10/29/2025	10/29/2025		10/29/2025	269.98
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003880648	18-Parks Landfill Twin Lakes Rec Center November Pickup Charges	Paid by EFT # 68871		10/29/2025	10/29/2025	10/29/2025		10/29/2025	218.75
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	102325	18- TLRC Group Ex Instructor Pay 10/20/25-10/23/25	Paid by EFT # 68889		10/28/2025	10/28/2025	11/07/2025		11/07/2025	140.00
9399 - Chloe Clift	102425	18- TLRC Group Ex Instructor Pay 10/24/25	Paid by EFT # 68924		10/28/2025	10/28/2025	11/07/2025		11/07/2025	31.25



Board of Park Commissioners Claim Register

Invoice Date Range 10/25/25 - 11/07/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
9124 - Karin B Coopersmith	102325	18- TLRC Group Ex Instructor Pay 10/21/25 & 10/23/25	Paid by EFT # 68929		10/28/2025	10/28/2025	11/07/2025		11/07/2025	62.50
8370 - Alice M Day	100725	18- TLRC Group Ex Instructor Pay 10/07/25	Paid by EFT # 68935		10/28/2025	10/28/2025	11/07/2025		11/07/2025	31.25
5274 - Catherine T Gossett	102425	18- TLRC Group Ex Instructor Pay 10/20/25-10/24/25	Paid by EFT # 68958		10/28/2025	10/28/2025	11/07/2025		11/07/2025	280.00
8399 - Gustavus Alexus McLeod	100925	18- TLRC Group Ex Instructor Pay 10/07/25 & 10/09/25	Paid by EFT # 69005		10/28/2025	10/28/2025	11/07/2025		11/07/2025	62.50
8184 - Emily E Tally	102325	18- TLRC Group Ex Instructor Pay 10/21/25 & 10/23/25	Paid by EFT # 69070		10/28/2025	10/28/2025	11/07/2025		11/07/2025	62.50
9354 - Logan Thomas	102325	18- TLRC Group Ex Instructor Pay 10/21/25 & 10/23/25	Paid by EFT # 69075		10/28/2025	10/28/2025	11/07/2025		11/07/2025	84.00
9222 - Skyler Wildfong	102225	18- TLRC Group Ex Instructor Pay 10/20/25 & 10/22/25	Paid by EFT # 69094		10/28/2025	10/28/2025	11/07/2025		11/07/2025	62.50
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions 9		\$816.50
Program 185002 - TLRC-Health & Wellness Totals								Invoice Transactions 9		\$816.50
Program 185003 - TLRC-Basketball										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	24199	18-TLRC-BYB Jerseys 1 (125)	Paid by EFT # 68874		10/28/2025	10/28/2025	11/07/2025		11/07/2025	2,500.00
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	24200	18-TLRC-BYB Jerseys 2 (125)	Paid by EFT # 68874		10/28/2025	10/28/2025	11/07/2025		11/07/2025	2,500.00
Account 52430 - Uniforms and Tools Totals								Invoice Transactions 2		\$5,000.00
Account 53940 - Temporary Contractual Employee										
7184 - Larry Branan	102225	18-Basketball Official	Paid by EFT # 68908		10/28/2025	10/28/2025	11/07/2025		11/07/2025	100.00
8414 - Scott Matthew Burton	102225	18-Basketball Official	Paid by EFT # 68914		10/28/2025	10/28/2025	11/07/2025		11/07/2025	50.00
20105 - Brandon B Chambers	102225	18-Basketball Official-10/20 & 10/22/25	Paid by EFT # 68920		10/28/2025	10/28/2025	11/07/2025		11/07/2025	125.00
17565 - Michael B Hicks (Contractual)	102325	18-Basketball Official	Paid by EFT # 68967		10/28/2025	10/28/2025	11/07/2025		11/07/2025	50.00
9555 - Matthew Shane Murphy	102125	18-Basketball Official	Paid by EFT # 69018		10/28/2025	10/28/2025	11/07/2025		11/07/2025	50.00



Board of Park Commissioners Claim Register

Invoice Date Range 10/25/25 - 11/07/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
9714 - Nathan Rushing	102125	18-Basketball Official	Paid by EFT # 69051		10/28/2025	10/28/2025	11/07/2025		11/07/2025	50.00
9167 - David E Stewart	102025	18-Basketball Official	Paid by EFT # 69068		10/28/2025	10/28/2025	11/07/2025		11/07/2025	50.00
9232 - Jeremy Wayne Vance	102125	18-Basketball Official	Paid by EFT # 69083		10/28/2025	10/28/2025	11/07/2025		11/07/2025	50.00
8454 - David Lee Williams	102325	18-Basketball Official	Paid by EFT # 69095		10/28/2025	10/28/2025	11/07/2025		11/07/2025	100.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions 9		\$625.00
Program 185003 - TLRC-Basketball Totals								Invoice Transactions 11		\$5,625.00
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	8177	18 - TLRC Concession Supplies 10/20/25	Paid by Check # 80794		10/28/2025	10/28/2025	11/07/2025		11/07/2025	296.52
21145 - Sysco USA III, LLC	438673673	18 - TLRC Concession Supplies	Paid by EFT # 69069		10/28/2025	10/28/2025	11/07/2025		11/07/2025	672.69
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions 2		\$969.21
Program 185006 - TLRC-Concessions Totals								Invoice Transactions 2		\$969.21
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VFR-J1WR-GLKY	18-(1) 4pk of Halloween Prop Fake Body Bags for Skate & Scare	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	17.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GYW-HLY1-6LQ9	18-(1) 3600ct Marking Dots & (4) 2-pk LED Lanterns Cemetery Tou	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	112.35
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1G14-X4LL-L6VY	18-(4)ct 5-pks of Certificate Frames for PAS Sponsor Thank-Yous	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	97.96
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16H6-TPCM-MJLR	18-Stuffed Animals, Coloring Books, Stickers for Pumpkin Launch	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	123.03
4574 - John Deere Financial f.s.b. (Rural King)	394432	18-(6) Large Straw Bale	Paid by Check # 80781		10/28/2025	10/28/2025	11/07/2025		11/07/2025	47.94
4549 - Kroger Limited Partnership I	071531	18 - (20) Pumpkins	Paid by Check # 80783		10/28/2025	10/28/2025	11/07/2025		11/07/2025	100.00
Account 52420 - Other Supplies Totals								Invoice Transactions 6		\$499.27



Board of Park Commissioners Claim Register

Invoice Date Range 10/25/25 - 11/07/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
9274 - Jesse Beals	10.26.25	18-Performance-The Low Landers-Pumpkin Launch-10/25	Paid by EFT # 68892		10/28/2025	10/28/2025	11/07/2025		11/07/2025	400.00
6631 - Tony Brewer	101125	18- Artistic Writing Services of Eulogies for Cemetery Tours	Paid by EFT # 68910		10/28/2025	10/28/2025	11/07/2025		11/07/2025	300.00
6686 - Sarah L Owen	102525	18 - Emcee for Bloomington Pumpkin Launch 10/25/25	Paid by EFT # 69025		10/28/2025	10/28/2025	11/07/2025		11/07/2025	150.00
536 - Chris Ramsey (KingSnake Sound Company)	140805	18- Audio Engineering Services and rental-Pumpkin Launch-10/25	Paid by EFT # 69044		10/28/2025	10/28/2025	11/07/2025		11/07/2025	525.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 4		\$1,375.00
Program 186500 - Community Events Totals								Invoice Transactions 10		\$1,874.27
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WWT-GJKG-NTKT	18-(1) pk 50ct Flower Painting Stencils for Community Gardens	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	9.49
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11JL-TVCJ-1G1R	18-Meal Prep Containers, Sketchbooks, Seeds for Gardens Classes	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	61.04
Account 52420 - Other Supplies Totals								Invoice Transactions 2		\$70.53
Program 186502 - Community Events-Gardens Totals								Invoice Transactions 2		\$70.53
Program 186503 - Community Events-Farmers' Market										
Account 52420 - Other Supplies										
5200 - Chester L Lehman (Olde Lane Orchard)	1266-23	24- Farmers' Market Produce Purchase-7 pecks apples	Paid by EFT # 68996		10/28/2025	10/28/2025	11/07/2025		11/07/2025	70.00
6618 - James M Sigman	APPLES-10/4/25	18-Farmers' Market Produce Purchase-Apples-Apples Tasting 10/4	Paid by EFT # 69059		10/28/2025	10/28/2025	11/07/2025		11/07/2025	100.00
6618 - James M Sigman	TOMATOTASTI N2025	18-Farmers' Market Produce Purchase-Tomatoes 20 lbs	Paid by EFT # 69059		10/28/2025	10/28/2025	11/07/2025		11/07/2025	70.00
Account 52420 - Other Supplies Totals								Invoice Transactions 3		\$240.00



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Invoice Date Range 10/25/25 - 11/07/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 025	06-cell phone chgs 9/12/25-10/11/25-Inv. 287297421132X101920 25	Paid by Check # 80757		10/29/2025	10/29/2025	10/29/2025		10/29/2025	70.38
Account 53990 - Other Services and Charges										
2897 - Bloomington Community Band, INC	25-004	18- Farmers Market Entertainment on 10/4/2025	Paid by EFT # 68897		10/28/2025	10/28/2025	11/07/2025		11/07/2025	150.00
6859 - John F Kogge	102225	18-Farmers Market Entertainment 10/18/25	Paid by EFT # 68990		10/28/2025	10/28/2025	11/07/2025		11/07/2025	150.00
14571 - Melvin Earl Reeves	TORT-03.2025	18-Tort Claim Payment 03/07/25-SYP-FM	Paid by EFT # 69047		10/28/2025	10/28/2025	11/07/2025		11/07/2025	1,147.00
Account 53990 - Other Services and Charges Totals										
Program 186503 - Community Events-Farmers' Market Totals										
Program 186506 - Performing Art Series										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CHY-TXQ9- MWQ9	18-(4)ct Rubber Microphone Holders for Community Events	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	11.99
Account 52420 - Other Supplies Totals										
Program 186506 - Performing Art Series Totals										
Program 187001 - Adult Sports-Softball										
Account 53940 - Temporary Contractual Employee										
8414 - Scott Matthew Burton	102125	18-Adult Softball Umpire	Paid by EFT # 68914		10/28/2025	10/28/2025	11/07/2025		11/07/2025	175.00
20105 - Brandon B Chambers	102325	18-Adult Softball Umpire-10/13- 10/23/25	Paid by EFT # 68920		10/28/2025	10/28/2025	11/07/2025		11/07/2025	1,125.00
9851 - Theron Chiesa	102125	18-Adult Softball Umpire	Paid by EFT # 68921		10/28/2025	10/28/2025	11/07/2025		11/07/2025	200.00
17565 - Michael B Hicks (Contractual)	102625	18-Adult Softball Umpire	Paid by EFT # 68967		10/28/2025	10/28/2025	11/07/2025		11/07/2025	425.00
7758 - Timothy R Louis	102625	18-Adult Softball Umpire	Paid by EFT # 68999		10/28/2025	10/28/2025	11/07/2025		11/07/2025	250.00
557 - Vicki Lynn Minder	102625	18-Adult Softball Umpire	Paid by EFT # 69012		10/28/2025	10/28/2025	11/07/2025		11/07/2025	600.00



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Invoice Date Range 10/25/25 - 11/07/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53940 - Temporary Contractual Employee										
1633 - Sica, Matthew P	101525	18-Adult Softball Umpire	Paid by EFT # 69058		10/28/2025	10/28/2025	11/07/2025		11/07/2025	75.00
Account 53940 - Temporary Contractual Employee Totals										
Program 187001 - Adult Sports-Softball Totals										
Invoice Transactions 7										
\$2,850.00										
Program 187503 - Banneker-Classes										
Account 53990 - Other Services and Charges										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KYW-9QGR-MPCP	18-(1) Wooden Mailbox for Letters to Santa for Banneker Use	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	67.48
Account 53990 - Other Services and Charges Totals										
Program 187503 - Banneker-Classes Totals										
Invoice Transactions 1										
\$67.48										
Program 189006 - Switchyard Property										
Account 53990 - Other Services and Charges										
14571 - Melvin Earl Reeves	TORT-03.2025	18-Tort Claim Payment 03/07/25-SYP-FM	Paid by EFT # 69047		10/28/2025	10/28/2025	11/07/2025		11/07/2025	1,147.01
Account 53990 - Other Services and Charges Totals										
Program 189006 - Switchyard Property Totals										
Invoice Transactions 1										
\$1,147.01										
Program G25006 - 2025 Banneker Nature Days										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	017108	18 - Banneker Nature Club ice cream ingredients 07/21/25	Paid by Check # 80783		10/28/2025	10/28/2025	11/07/2025		11/07/2025	42.11
4549 - Kroger Limited Partnership I	067363	18 - Banneker Nature Club Salt Dough ingredients 07/23/25	Paid by Check # 80783		10/28/2025	10/28/2025	11/07/2025		11/07/2025	68.13
4549 - Kroger Limited Partnership I	127316	18 - Banneker Nature Club ice cream ingredients 07/18/25	Paid by Check # 80783		10/28/2025	10/28/2025	11/07/2025		11/07/2025	77.25
Account 52420 - Other Supplies Totals										
Program G25006 - 2025 Banneker Nature Days Totals										
Invoice Transactions 3										
\$187.49										
Program G25008 - 2025/26 MCCSC Age Care 21st Cent										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RX6-RQLW-NXD9	18-Bouncy Balls, Squishy Toys/Pens, Storage Bags for Banneker	Paid by EFT # 68883		10/28/2025	10/28/2025	11/07/2025		11/07/2025	79.67
Account 52420 - Other Supplies Totals										
Program G25008 - 2025/26 MCCSC Age Care 21st Cent Totals										
Invoice Transactions 1										
\$79.67										
Program G25008 - 2025/26 MCCSC Age Care 21st Cent Totals										
Invoice Transactions 1										
\$79.67										



Board of Park Commissioners Claim Register

Invoice Date Range 10/25/25 - 11/07/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation Totals										
Fund 2211 - Park Nonreverting Operating Totals										
Invoice Transactions 88										
\$40,140.14										
Fund 4655 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
4713 - Canopy Gardens, INC (Bloomington Valley Nursery)	18526	18- UF Tree Planting Stock (7)	Paid by Check # 80775		10/28/2025	10/28/2025	11/07/2025		11/07/2025	1,631.72
4713 - Canopy Gardens, INC (Bloomington Valley Nursery)	18539	18- UF Tree Planting Stock (2)	Paid by Check # 80775		10/28/2025	10/28/2025	11/07/2025		11/07/2025	543.92
Account 54510 - Other Capital Outlays Totals										
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals										
Department 18 - Parks & Recreation Totals										
Fund 4655 - 2018 BicentennialBnd Prcd900030 Totals										
Invoice Transactions 2										
\$2,175.64										
Invoice Transactions 2										
\$2,175.64										
Invoice Transactions 2										
\$2,175.64										
Invoice Transactions 2										
\$2,175.64										
Fund 4665 - Parks GO Bonds 2022										
Department 18 - Parks & Recreation										
Program 180000 - Main										
Account 54510 - Other Capital Outlays										
16 - Butler, Fairman & Seufert, INC	109686	07-North Dunn Multiuse Path, PE 08/01/25-08/31/25	Paid by EFT # 68915		10/28/2025	10/28/2025	11/07/2025		11/07/2025	4,695.00
Account 54510 - Other Capital Outlays Totals										
Program 180000 - Main Totals										
Department 18 - Parks & Recreation Totals										
Fund 4665 - Parks GO Bonds 2022 Totals										
Grand Totals										
Invoice Transactions 255										
\$173,393.46										

REGISTER OF CLAIMS
Board of Park Commissioners Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/07/25	Claims				\$173,393.46
					<u>\$173,393.46</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 **\$173,393.46**

11/7/2025

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/14/2025	Payroll				226,359.92
					<u>226,359.92</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 226,359.92

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 _____



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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
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	3279696B1	18-Parks 2nd Full-Time Staff Calendar Order (4) for 2026	Paid by EFT # 69290		11/11/2025	11/11/2025	11/21/2025		11/21/2025	73.05
5099 - Office Three Sixty, INC	3284183	18-Parks 3rd Round Staff 2026 Calendar/Planner Requests	Paid by EFT # 69290		11/11/2025	11/11/2025	11/21/2025		11/21/2025	57.28
5099 - Office Three Sixty, INC	3292496	18-Final Round of Parks 2026 Staff Calendar/Planner Orders	Paid by EFT # 69290		11/11/2025	11/11/2025	11/21/2025		11/21/2025	11.77
Account 52410 - Books										
8096 - Sherrill INC (Sherrill Tree) (Tree Stuff)	INV-1151647	18-UF- Rigging Book, Tear away Vests (4)	Paid by EFT # 69331		11/11/2025	11/11/2025	11/21/2025		11/21/2025	43.99
8096 - Sherrill INC (Sherrill Tree) (Tree Stuff)	INV-1151988	18-UF- Helmets, rope,5:1, D-tapes, books	Paid by EFT # 69331		11/11/2025	11/11/2025	11/21/2025		11/21/2025	84.78
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FYT-NYM1-43PW	18- Apple Compact Power Adapter /OtterBox	Paid by EFT # 69131		11/11/2025	11/11/2025	11/21/2025		11/21/2025	60.45
3560 - First Financial Bank / Credit Cards	10.24.25	18- iPhone/Street 18- Wilmot Cemetery Probe	Paid by Check # 80825		11/11/2025	11/11/2025	11/21/2025		11/21/2025	105.00
Account 53210 - Telephone										
1079 - AT&T	812349377110-25	18-Parks AT&T Landlines - 09/20/25-10/19/25	Paid by Check # 80811		11/12/2025	11/12/2025	11/12/2025		11/12/2025	761.76
Account 53990 - Other Services and Charges										
8569 - 110%, INC	2548	18-Parks Department Master Plan Creation 2026-2030 - Oct 2025	Paid by EFT # 69122		11/11/2025	11/11/2025	11/21/2025		11/21/2025	25,434.50
Account 53990 - Other Services and Charges Totals										
Program 181000 - Administration Totals										
Invoice Transactions 1										
\$25,434.50										
Invoice Transactions 9										
\$26,632.58										



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 52420 - Other Supplies										
9148 - Office Easel LLC	2450	18-Parks logo pens #300 2025	Paid by EFT # 69289		11/11/2025	11/11/2025	11/21/2025		11/21/2025	236.50
Account 53220 - Postage										
933 - United States Postal Service	10.22.25	18-Deposit to Bulk Mail account #302 Bloomington Parks & Rec	Paid by Check # 80842		11/11/2025	11/11/2025	11/21/2025		11/21/2025	35,000.00
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007394023	18-Oct 2025 display ads and classifieds	Paid by EFT # 69204		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,247.32
Account 53990 - Other Services and Charges										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	45135M	18-2025 Griffy Lake deer hunt EDDM neighbor letter deer hunt	Paid by EFT # 69126		11/11/2025	11/11/2025	11/21/2025		11/21/2025	515.58
818 - Everywhere Signs, LLC	65277	18-Micah Heath dasherboard @ the Frank, B-Line Trail sign #1	Paid by EFT # 69196		11/11/2025	11/11/2025	11/21/2025		11/21/2025	60.00
Program 182001 - Aquatics - Bryan Pool										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	22946	18-30' pipe, power cord, drain hose	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	55.38
Account 53630 - Machinery and Equipment Repairs										
54255 - Spear Aquatics LLC	314564	18-SA-AQ Winterization of Pools-10/7/25	Paid by EFT # 69339		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,682.68
Program 182002 - Aquatics - Mills Pool										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12922468-9110725	18-Natural Gas Mills - 10/02/25-11/03/25	Edit		11/19/2025	11/19/2025	11/19/2025			48.77
Account 53540 - Natural Gas Totals										
Invoice Transactions 1										
\$236.50										
Invoice Transactions 1										
\$35,000.00										
Invoice Transactions 1										
\$1,247.32										
Invoice Transactions 1										
\$515.58										
Invoice Transactions 2										
\$575.58										
Invoice Transactions 5										
\$37,059.40										



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182002 - Aquatics - Mills Pool										
Account 53630 - Machinery and Equipment Repairs										
54255 - Spear Aquatics LLC	314564	18-SA-AQ Winterization of Pools-10/7/25	Paid by EFT # 69339		11/11/2025	11/11/2025	11/21/2025		11/21/2025	420.67
Account 53630 - Machinery and Equipment Repairs Totals										Invoice Transactions 1
Program 182002 - Aquatics - Mills Pool Totals										Invoice Transactions 2
Program 182500 - Frank Southern Center										
Account 52310 - Building Materials and Supplies										
321 - Harrell Fish, INC (HFI)	ZW32405	18-FSC Startup-HVAC Heater & vent motor assembly Pilot-9/12	Paid by EFT # 69214		11/11/2025	11/11/2025	11/21/2025		11/21/2025	3,413.83
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 1
										\$3,413.83
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	147522	18- Wrench to replace wheel on skate sharpener	Paid by Check # 80825		11/11/2025	11/11/2025	11/21/2025		11/21/2025	39.15
8658 - Kleindorfer's Hardware LLC	22682	18-FSC - two sloan kits, PB buster - parks for toilet drain	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	81.97
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										\$121.12
Account 53630 - Machinery and Equipment Repairs										
321 - Harrell Fish, INC (HFI)	ZW32405	18-FSC Startup-HVAC Heater & vent motor assembly Pilot-9/12	Paid by EFT # 69214		11/11/2025	11/11/2025	11/21/2025		11/21/2025	5,403.50
Account 53630 - Machinery and Equipment Repairs Totals										Invoice Transactions 1
										\$5,403.50
Account 53730 - Machinery and Equipment Rental										
9501 - CTM Services, INC	015966	18-FSC 2025-2026 Olympia Rental - 10/27/25-11/26/25	Paid by EFT # 69177		11/11/2025	11/11/2025	11/21/2025		11/21/2025	2,950.00
Account 53730 - Machinery and Equipment Rental Totals										Invoice Transactions 1
										\$2,950.00
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3377652	18-FSC Entry Rug Cleaning SA 10/28/25	Paid by EFT # 69304		11/11/2025	11/11/2025	11/21/2025		11/21/2025	70.73
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 1
										\$70.73
Program 182500 - Frank Southern Center Totals										Invoice Transactions 6
										\$11,959.18
Program 183500 - Golf Services										
Account 52420 - Other Supplies										
651 - Engraving & Stamp Center, INC	51087	18 - Cascades City Tournament Plates	Paid by EFT # 69192		11/11/2025	11/11/2025	11/21/2025		11/21/2025	54.00



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52420 - Other Supplies										
4046 - Heritage-Crystal Clean, INC	19610926	18 - Cascades Parts Cleaner Service-10/16	Paid by EFT # 69219		11/11/2025	11/11/2025	11/21/2025		11/21/2025	272.73
4574 - John Deere Financial f.s.b. (Rural King)	181355	18-Cascades-Credit Memo-u-bolt, pipe- 10-21-25	Paid by Check # 80830		11/11/2025	11/11/2025	11/21/2025		11/21/2025	(27.48)
4574 - John Deere Financial f.s.b. (Rural King)	394178	18-Cascades 3/4 120 galv cut steel pipe	Paid by Check # 80830		11/11/2025	11/11/2025	11/21/2025		11/21/2025	28.49
4574 - John Deere Financial f.s.b. (Rural King)	393928	18-Cascades ubolt couplings, galv coup, steel cute pipe	Paid by Check # 80830		11/11/2025	11/11/2025	11/21/2025		11/21/2025	57.46
5819 - Synchrony Bank	2523	18 - Cascades Thermal Paper	Paid by Check # 80839		11/11/2025	11/11/2025	11/21/2025		11/21/2025	99.92
Account 52420 - Other Supplies Totals										
										Invoice Transactions 6
										\$485.12
Account 53510 - Electrical Services										
223 - Duke Energy	111225-ParkDukeA	18-P&R-3940 N Kinser- Job Trlr-elec chgs 9/23- 10/23/25	Paid by Check # 80815		11/12/2025	11/12/2025	11/12/2025		11/12/2025	41.10
Account 53510 - Electrical Services Totals										
										Invoice Transactions 1
										\$41.10
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 1025	18-Water Sewer Charges November	Edit		11/19/2025	11/19/2025	11/19/2025			3,864.49
Account 53530 - Water and Sewer Totals										
										Invoice Transactions 1
										\$3,864.49
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12947349-2110725	18-Natural Gas Cascades Golf Course - 10/02/25-11/03/25	Edit		11/19/2025	11/19/2025	11/19/2025			37.54
Account 53540 - Natural Gas Totals										
										Invoice Transactions 1
										\$37.54
Program 183500 - Golf Services Totals										
Program 183500 - Golf Services Totals										
Program 184000 - Natural Resources										
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	22982	18-1 gal bar/chain oil	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	16.49
8658 - Kleindorfer's Hardware LLC	23045	18- one key made	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	2.00
8658 - Kleindorfer's Hardware LLC	08630	18-one box large trash bags	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	14.49
6262 - Koenig Equipment, INC	P54581	18 - NAT RES Chainsaw file kit	Paid by EFT # 69249		11/11/2025	11/11/2025	11/21/2025		11/21/2025	42.99
Account 52340 - Other Repairs and Maintenance Totals										
										Invoice Transactions 4
										\$75.97



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52410 - Books										
5296 - The Acorn Group, INC	481438A	18 - (7) Replica bird skulls, (1) replica bird egg, (3) books	Paid by EFT # 69355		11/11/2025	11/11/2025	11/21/2025		11/21/2025	54.90
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1K7W-P3NH-CKYX	18-(1) Pk 10ct Hard Hat Chin Straps for Natural Resources Use	Paid by EFT # 69131		11/11/2025	11/11/2025	11/21/2025		11/21/2025	8.99
5296 - The Acorn Group, INC	481438A	18 - (7) Replica bird skulls, (1) replica bird egg, (3) books	Paid by EFT # 69355		11/11/2025	11/11/2025	11/21/2025		11/21/2025	757.08
Account 53160 - Instruction										
15409 - Environmental Education Association of Indiana	02218	18-Hanna Nyberg registration for annual EEAI conference	Paid by EFT # 69193		11/11/2025	11/11/2025	11/21/2025		11/21/2025	89.00
15409 - Environmental Education Association of Indiana	02219	18-Marissa Calebrese registration for annual EEAI conference	Paid by EFT # 69193		11/11/2025	11/11/2025	11/21/2025		11/21/2025	89.00
15409 - Environmental Education Association of Indiana	02220	18-Sandra Drake registration for annual EEAI conference	Paid by EFT # 69193		11/11/2025	11/11/2025	11/21/2025		11/21/2025	89.00
15409 - Environmental Education Association of Indiana	02217	18-Heidi Shoemaker registration for annual EEAI conference	Paid by EFT # 69193		11/11/2025	11/11/2025	11/21/2025		11/21/2025	134.00
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	2-39704850	18- Camp Site Clifty Falls State Park + Sale Tax Refund	Paid by Check # 80825		11/11/2025	11/11/2025	11/21/2025		11/21/2025	41.00
Account 53920 - Laundry and Other Sanitation Services										
9506 - Indiana University Health Urgent Care Centers, LLC	00173749-00	18 - Nat Res Hep-B & toxoid vaccines-Jean-Luc Serriere-10/15	Paid by EFT # 69234		11/11/2025	11/11/2025	11/21/2025		11/21/2025	130.00
9506 - Indiana University Health Urgent Care Centers, LLC	00173748-00	18 - NAT RES Hep-B and toxoid vaccines for Owen Dehner-10/15	Paid by EFT # 69234		11/11/2025	11/11/2025	11/21/2025		11/21/2025	130.00



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	24393	18-OPS Servicing Portlets/Wapahani/Griff y - October 2025	Paid by EFT # 69361		11/11/2025	11/11/2025	11/21/2025		11/21/2025	260.00
Account 53920 - Laundry and Other Sanitation Services Totals										
Program 184000 - Natural Resources Totals										
Invoice Transactions 3										
\$520.00										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomingfoods)	OS0302152971	18- apple cider for Festival of Ghost Stories - Oct. 24	Paid by EFT # 69146		11/11/2025	11/11/2025	11/21/2025		11/21/2025	7.45
Account 52420 - Other Supplies Totals										
Program 186500 - Community Events Totals										
Invoice Transactions 1										
\$7.45										
Program 186502 - Community Events-Gardens										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	617587	18-Cedar for raised beds - 2X8's(36) and 2X4's(8)	Paid by EFT # 69142		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,200.00
Account 52310 - Building Materials and Supplies Totals										
Invoice Transactions 1										
\$1,200.00										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	617587	18-Cedar for raised beds - 2X8's(36) and 2X4's(8)	Paid by EFT # 69142		11/11/2025	11/11/2025	11/21/2025		11/21/2025	945.16
11589 - Bloomington Cooperative Services (Bloomingfoods)	OS0302154847	18- Garden Coffee Hour Supplies-S/O deli, half-n-half-11/1/25	Paid by EFT # 69146		11/11/2025	11/11/2025	11/21/2025		11/21/2025	41.79
8658 - Kleindorfer's Hardware LLC	21601	18- Box of screws for building raised beds	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	52.21
Account 52420 - Other Supplies Totals										
Program 186502 - Community Events-Gardens Totals										
Invoice Transactions 3										
\$1,039.16										
Program 187001 - Adult Sports-Softball										
Account 52420 - Other Supplies										
786 - Richard's Small Engine, INC	589722	18-TLSP-Weedeater lines and Speed Feed spool	Paid by EFT # 69320		11/11/2025	11/11/2025	11/21/2025		11/21/2025	134.98
Account 52420 - Other Supplies Totals										
Invoice Transactions 1										
\$134.98										



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
539 - Price Electric, INC	41061	18-TLSP-Electrical breaker maintenance-10/21/25	Paid by EFT # 69307		11/11/2025	11/11/2025	11/21/2025		11/21/2025	125.00
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 1025	18-Water Sewer Charges November	Edit		11/19/2025	11/19/2025	11/19/2025			28.43
Account 53530 - Water and Sewer Totals										
Program 187001 - Adult Sports-Softball Totals										
Invoice Transactions 1										
\$125.00										
Program 187202 - Youth Sports-Winslow										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 1025	18-Water Sewer Charges November	Edit		11/19/2025	11/19/2025	11/19/2025			2,056.91
Account 53530 - Water and Sewer Totals										
Invoice Transactions 1										
\$2,056.91										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003885253	18-Parks Landfill Winslow October Services	Edit		11/19/2025	11/19/2025	11/19/2025			201.35
Account 53950 - Landfill Totals										
Program 187202 - Youth Sports-Winslow Totals										
Invoice Transactions 1										
\$201.35										
Program 187500 - Banneker										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	0151	18- Banneker event supplies-candy, pretzels-10/28/25	Paid by Check # 80839		11/11/2025	11/11/2025	11/21/2025		11/21/2025	43.37
Account 52420 - Other Supplies Totals										
Invoice Transactions 1										
\$43.37										
Account 53140 - Exterminator Services										
9254 - Rentokil North American INC (Terminix Commercial)	84426603	18- Banneker Green Pest Control 10-10-2025	Paid by Check # 80835		11/11/2025	11/11/2025	11/21/2025		11/21/2025	91.56
Account 53140 - Exterminator Services Totals										
Invoice Transactions 1										
\$91.56										
Account 53160 - Instruction										
203 - INDIANA UNIVERSITY	IUBL-26-1Terrell	18-IU Executive Development Program-Kevin Terrell-#541836	Paid by Check # 80829		11/11/2025	11/11/2025	11/21/2025		11/21/2025	257.50
Account 53160 - Instruction Totals										
Invoice Transactions 1										
\$257.50										



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 1025	18-Water Sewer Charges November	Edit		11/19/2025	11/19/2025	11/19/2025			133.30
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12989797-1110725	18-Natural Gas Banneker-10/02/25-11/03/25	Edit		11/19/2025	11/19/2025	11/19/2025			120.72
Account 53610 - Building Repairs										
298 - Commercial Service Of Bloomington, INC	S297483	18-Banneker-leaking basket strainer-10/2/25	Paid by EFT # 69171		11/11/2025	11/11/2025	11/21/2025		11/21/2025	60.55
Account 53630 - Machinery and Equipment Repairs										
298 - Commercial Service Of Bloomington, INC	S297483	18-Banneker-leaking basket strainer-10/2/25	Paid by EFT # 69171		11/11/2025	11/11/2025	11/21/2025		11/21/2025	103.10
Account 53990 - Other Services and Charges										
204 - State Of Indiana	7510086	18- Background Check 1 season employee- 10/31/25	Paid by Check # 80837		11/11/2025	11/11/2025	11/21/2025		11/21/2025	15.00
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
1029 - Cintas First Aid & Safety #2	5301417914	18-OPS first aid cabinet refills - 11-06-25	Paid by EFT # 69166		11/11/2025	11/11/2025	11/21/2025		11/21/2025	270.89
313 - Fastenal Company	INBLM240425	18-OPS refill vending machine-gloves, bandaids, batteries, tape	Paid by EFT # 69197		11/11/2025	11/11/2025	11/21/2025		11/21/2025	700.17
Account 52220 - Agricultural Supplies										
409 - Black Lumber Co. INC	618002	18-OPS (100) bags Safe step ice melt for shop	Paid by EFT # 69142		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,599.00
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	666187	18-oil for compressor	Paid by EFT # 69338		11/11/2025	11/11/2025	11/21/2025		11/21/2025	18.72



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	666424	18-fuses, air freshners for shop	Paid by EFT # 69338		11/11/2025	11/11/2025	11/21/2025		11/21/2025	11.54
Account 52230 - Garage and Motor Supplies Totals										\$30.26
Account 52240 - Fuel and Oil										
3560 - First Financial Bank / Credit Cards	18262306	18-EVconnect charges- City Hall Lot-Ops Director-9/29/25	Paid by Check # 80825		11/11/2025	11/11/2025	11/21/2025		11/21/2025	9.71
3560 - First Financial Bank / Credit Cards	18400585	18-EVconnect charges- City Hall Lot-Ops Director-10/6/25	Paid by Check # 80825		11/11/2025	11/11/2025	11/21/2025		11/21/2025	8.90
3560 - First Financial Bank / Credit Cards	18819602	18-EVconnect charges- City Hall Lot-Ops Director-10/27/25	Paid by Check # 80825		11/11/2025	11/11/2025	11/21/2025		11/21/2025	5.57
Account 52240 - Fuel and Oil Totals										\$24.18
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	21882	18-OPS measuring wheel for truck 808	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	87.49
8658 - Kleindorfer's Hardware LLC	23599	18-OPS Hardware of Benches at Hopewell Park	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	29.98
365 - Rogers Group, INC	0713018847	18-#11 stone for the Lions Den-10/28/25	Paid by EFT # 69323		11/11/2025	11/11/2025	11/21/2025		11/21/2025	28.60
Account 52310 - Building Materials and Supplies Totals										\$146.07
Account 52340 - Other Repairs and Maintenance										
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290072783	18-OPS Tires for Toro mower (5)	Paid by EFT # 69141		11/11/2025	11/11/2025	11/21/2025		11/21/2025	300.69
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290073129	18-OPS (2) tires for John Deere Gator	Paid by EFT # 69141		11/11/2025	11/11/2025	11/21/2025		11/21/2025	593.64
8658 - Kleindorfer's Hardware LLC	22994	18- compressor adapter	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	4.79
8658 - Kleindorfer's Hardware LLC	22698	18-oil dry (2)	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	7.98
8658 - Kleindorfer's Hardware LLC	22666	18-supplies-Toro mower-tap, washers	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	14.11
8658 - Kleindorfer's Hardware LLC	23454	18-blacktop caulk for B-Line	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	7.79
786 - Richard's Small Engine, INC	599970	18-OPS Outlet Nozzle, impeller for Scag blower	Paid by EFT # 69320		11/11/2025	11/11/2025	11/21/2025		11/21/2025	198.99



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
4443 - The Sherwin Williams Company	2664-3	18-paint & scoring tool for Rosehill Office	Paid by EFT # 69360		11/11/2025	11/11/2025	11/21/2025		11/21/2025	116.27
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	618011	18-Rosehill outlet covers and blinds	Paid by EFT # 69142		11/11/2025	11/11/2025	11/21/2025		11/21/2025	24.92
409 - Black Lumber Co. INC	618069	18-Rosehill outlet cover and blinds	Paid by EFT # 69142		11/11/2025	11/11/2025	11/21/2025		11/21/2025	77.92
3560 - First Financial Bank / Credit Cards	35165	18- AAA State of Play swing replacement part	Paid by Check # 80825		11/11/2025	11/11/2025	11/21/2025		11/21/2025	51.00
8658 - Kleindorfer's Hardware LLC	23431	18-boiler valve for Ferguson Dog Park	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	13.99
8658 - Kleindorfer's Hardware LLC	22689	18-air filters, night latch	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	94.49
8658 - Kleindorfer's Hardware LLC	23450	18-3 case bbq black paint, 2 rolls painters tape	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	158.29
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	13345328493Cred	18- Refund Chainsaw Workshop registration R Thompson	Paid by Check # 80825		11/11/2025	11/11/2025	11/21/2025		11/21/2025	(25.00)
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 1025	18-Water Sewer Charges November	Edit		11/19/2025	11/19/2025	11/19/2025			1,533.01
208 - City Of Bloomington Utilities	39530-002 1025	18-Water Sewer Charges November	Edit		11/19/2025	11/19/2025	11/19/2025			74.79
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888106-7110525	18-Natural Gas Rose Hill 2- 09/30/25-10/30/25	Edit		11/19/2025	11/19/2025	11/19/2025			42.77
Account 53650 - Other Repairs										
3594 - Steve G Wright (Steve's Welding)	582330	18-OPS Weld and repair on drain covers Miller Showers-10/15	Paid by Check # 80843		11/11/2025	11/11/2025	11/21/2025		11/21/2025	280.00



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189400 - Hopewell										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	23310	18-fence for Hopewell Pickleball courts	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	161.27
Account 53510 - Electrical Services										
223 - Duke Energy	111225-ParkDukeB	18-P&R-Hopewell Commons-646 S. Madison-elec chgs 9/26 -10/28/25	Paid by Check # 80816		11/12/2025	11/12/2025	11/12/2025		11/12/2025	453.11
Account 52420 - Other Supplies Totals										
Invoice Transactions 1										
\$161.27										
Program 189500 - Urban Greenspace										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM240479	18 - UGS 5 safety related signs	Paid by EFT # 69197		11/11/2025	11/11/2025	11/21/2025		11/21/2025	69.31
313 - Fastenal Company	INBLM240451	18 - UGS 2 safety related signs	Paid by EFT # 69197		11/11/2025	11/11/2025	11/21/2025		11/21/2025	16.80
313 - Fastenal Company	INBLM240423	18 - UGS 1 case 11 mil XL gloves	Paid by EFT # 69197		11/11/2025	11/11/2025	11/21/2025		11/21/2025	243.43
313 - Fastenal Company	INBLM240288	18-absorbant pads	Paid by EFT # 69197		11/11/2025	11/11/2025	11/21/2025		11/21/2025	79.75
Account 52210 - Institutional Supplies Totals										
Invoice Transactions 4										
\$409.29										
Account 52420 - Other Supplies										
786 - Richard's Small Engine, INC	599975	18 - UGS/NAT RES (2) brushcutter blades	Paid by EFT # 69320		11/11/2025	11/11/2025	11/21/2025		11/21/2025	66.16
11693 - The Award Center, INC	63329	18 - UGS name badge for Sierra Moore, UGS Outreach Specialist	Paid by EFT # 69356		11/11/2025	11/11/2025	11/21/2025		11/21/2025	30.00
Account 52420 - Other Supplies Totals										
Invoice Transactions 2										
\$96.16										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	538330	18- Metro Institute Exam Pesticide Applicator M Reyes	Paid by Check # 80825		11/11/2025	11/11/2025	11/21/2025		11/21/2025	55.00
Account 53160 - Instruction Totals										
Invoice Transactions 1										
\$55.00										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 1025	18-Water Sewer Charges November	Edit		11/19/2025	11/19/2025	11/19/2025			165.35
208 - City Of Bloomington Utilities	41294-001 1025	18-Water Sewer Charges November	Edit		11/19/2025	11/19/2025	11/19/2025			169.34
Account 53530 - Water and Sewer Totals										
Invoice Transactions 2										
\$334.69										



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189500 - Urban Greenspace										
Account 53940 - Temporary Contractual Employee										
203 - INDIANA UNIVERSITY	96701235	18-UGS O'Neill Undergrad Fellow Zoe Munn Fall Semester 2025	Paid by Check # 80828		11/11/2025	11/11/2025	11/21/2025		11/21/2025	750.00
Account 53990 - Other Services and Charges										
18036 - 4 U Lawn and Landscape, LLC	3548	18-UGS mowing & trimming-16 locations - April 11-Aug 15, 25	Paid by EFT # 69124		11/11/2025	11/11/2025	11/21/2025		11/21/2025	14,535.00
121 - Eco Logic, LLC	6138	18-UGS SYP restoration & mitigation maint-Oct 2025	Paid by EFT # 69186		11/11/2025	11/11/2025	11/21/2025		11/21/2025	9,989.32
Account 53990 - Other Services and Charges Totals										
Program 189500 - Urban Greenspace Totals										
Program 189501 - Cemeteries										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	22014	18-2 30' tape measures; 1 100' tape measure	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	55.97
8658 - Kleindorfer's Hardware LLC	23448	18-JB Weld, u bolts, probe tips	Paid by EFT # 69247		11/11/2025	11/11/2025	11/21/2025		11/21/2025	38.73
Account 52420 - Other Supplies Totals										
Program 189501 - Cemeteries Totals										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001 1025	18-Water Sewer Charges November	Edit		11/19/2025	11/19/2025	11/19/2025			417.70
Account 53530 - Water and Sewer Totals										
Program 189501 - Cemeteries Totals										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879235- 5110725	18-Natural Gas Rosehill 1-10/02/25-11/03/25	Edit		11/19/2025	11/19/2025	11/19/2025			28.55
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879656- 2110725	18-Natural Gas Rose Hill 2 10/02/25- 11/03/25	Edit		11/19/2025	11/19/2025	11/19/2025			23.68
Account 53540 - Natural Gas Totals										
Program 189501 - Cemeteries Totals										
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
8096 - Sherrill INC (Sherrill Tree) (Tree Stuff)	INV-1151647	18-UF- Rigging Book, Tear away Vests (4)	Paid by EFT # 69331		11/11/2025	11/11/2025	11/21/2025		11/21/2025	131.96



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
8096 - Sherrill INC (Sherrill Tree) (Tree Stuff)	INV-1151988	18-UF- Helmets, rope,5:1, D-tapes, books	Paid by EFT # 69331		11/11/2025	11/11/2025	11/21/2025		11/21/2025	3,650.11
Account 52420 - Other Supplies Totals										
Program 189503 - Urban Forestry Totals										
Department 18 - Parks & Recreation Totals										
Fund 2204 - Park and Recreation - Operating Totals										
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52420 - Other Supplies										
199 - Monroe County Government	E17399	18- Master Plan Provider Luncheon - 10/8/25	Paid by EFT # 69271		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,481.10
Account 52420 - Other Supplies Totals										
Invoice Transactions 1										
\$1,481.10										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	201521462	18- Notary Exam M Wilson	Paid by Check # 80825		11/11/2025	11/11/2025	11/21/2025		11/21/2025	49.37
Account 53160 - Instruction Totals										
Invoice Transactions 1										
\$49.37										
Account 53990 - Other Services and Charges										
199 - Monroe County Government	E17399	18- Master Plan Provider Luncheon - 10/8/25	Paid by EFT # 69271		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,654.22
Account 53990 - Other Services and Charges Totals										
Program 181000 - Administration Totals										
Invoice Transactions 1										
\$1,654.22										
Program 182500 - Frank Southern Center										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	2287	18- Motion sports Safety Products Skate Helper	Paid by Check # 80825		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,810.00
Account 52420 - Other Supplies Totals										
Invoice Transactions 1										
\$1,810.00										
Account 53990 - Other Services and Charges										
818 - Everywhere Signs, LLC	65277	18-Micah Heath dasherboard @ the Frank, B-Line Trail sign #1	Paid by EFT # 69196		11/11/2025	11/11/2025	11/21/2025		11/21/2025	120.00
Account 53990 - Other Services and Charges Totals										
Program 182500 - Frank Southern Center Totals										
Invoice Transactions 1										
\$120.00										
\$1,930.00										



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	2797	18-FSC Concessions items 10/31/25	Paid by Check # 80839		11/11/2025	11/11/2025	11/21/2025		11/21/2025	189.60
Account 52330 - Street , Alley, and Sewer Material Totals										
Program 182501 - Frank Southern Center Concession Totals										
Invoice Transactions 1										
\$189.60										
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	3473 102825	18-Snack bar items - Cascades Golf Course 10/28/25	Paid by Check # 80839		11/11/2025	11/11/2025	11/21/2025		11/21/2025	135.18
Account 52330 - Street , Alley, and Sewer Material Totals										
Program 183500 - Golf Services Totals										
Invoice Transactions 1										
\$135.18										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	921654399	18 - Cascades fairway wood	Paid by Check # 80820		11/11/2025	11/11/2025	11/21/2025		11/21/2025	172.65
53619 - Ping, INC	2025100084688	18 - Cascades club shafts	Paid by EFT # 69301		11/11/2025	11/11/2025	11/21/2025		11/21/2025	63.11
53619 - Ping, INC	2025100087753	18 - Cascades club shafts	Paid by EFT # 69301		11/11/2025	11/11/2025	11/21/2025		11/21/2025	165.71
Account 52330 - Street , Alley, and Sewer Material Totals										
Program 183501 - Golf Course - Pro Shop Totals										
Invoice Transactions 3										
\$401.47										
Program 184501 - Youth Services-Kid City Camps										
Account 53990 - Other Services and Charges										
4602 - Terre Haute Children's Museum, INC	727-07252025	18-Kid City Field Trip- 7/23, 7/24 & 7/25/25	Paid by Check # 80840		11/11/2025	11/11/2025	11/21/2025		11/21/2025	405.00
Account 53990 - Other Services and Charges Totals										
Program 184501 - Youth Services-Kid City Camps Totals										
Invoice Transactions 1										
\$405.00										
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	40056	18-TLRC industrial supplies; toweling, wipes, toilet tissue, cle	Paid by EFT # 69216		11/11/2025	11/11/2025	11/21/2025		11/21/2025	834.18
5819 - Synchrony Bank	1988 110525	18 - TLRC Facility & Industrial Supplies - toweling, trash bags,	Paid by Check # 80839		11/11/2025	11/11/2025	11/21/2025		11/21/2025	198.11
Account 52210 - Institutional Supplies Totals										
Invoice Transactions 2										
\$1,032.29										
Account 52310 - Building Materials and Supplies										
294 - All-Phase Electric Supply, INC	0740-1031824	18 - TLRC 32W Fluour lamps - 50	Paid by EFT # 69130		11/11/2025	11/11/2025	11/21/2025		11/21/2025	250.00
Account 52310 - Building Materials and Supplies Totals										
Invoice Transactions 1										
\$250.00										



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52420 - Other Supplies										
5693 - PlayCore Wisconsin, INC (Power Systems PS, LLC)	63239786	18-weight room items (hand weights, accessory rack)	Paid by EFT # 69303		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,428.25
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002 1025	18-Water Sewer Charges November	Edit		11/19/2025	11/19/2025	11/19/2025			956.54
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888116-6110525	18-Natural Gas TLRC - 09/30/25-10/30/25	Edit		11/19/2025	11/19/2025	11/19/2025			224.26
Account 53610 - Building Repairs										
53657 - Plymate, INC	3379594	18 - TLRC Entry Mat Service 11-05-2025	Paid by EFT # 69304		11/11/2025	11/11/2025	11/21/2025		11/21/2025	82.38
Program 185000 - Twin Lakes Recreation Center Totals										
Account 53610 - Building Repairs Totals										
Program 185000 - Twin Lakes Recreation Center Totals										
Invoice Transactions 1										
\$1,428.25										
Invoice Transactions 1										
\$956.54										
Invoice Transactions 1										
\$956.54										
Invoice Transactions 1										
\$224.26										
Invoice Transactions 1										
\$82.38										
Invoice Transactions 7										
\$3,973.72										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	110625	18-TLRC Fitness Specialist	Paid by EFT # 69138		11/11/2025	11/11/2025	11/21/2025		11/21/2025	245.00
9399 - Chloe Clift	110725	18-TLRC Fitness Specialist	Paid by EFT # 69169		11/11/2025	11/11/2025	11/21/2025		11/21/2025	62.50
9124 - Karin B Coopersmith	110625	18-TLRC Fitness Specialist	Paid by EFT # 69173		11/11/2025	11/11/2025	11/21/2025		11/21/2025	187.50
8370 - Alice M Day	102825	18-TLRC Fitness Specialist	Paid by EFT # 69180		11/11/2025	11/11/2025	11/21/2025		11/21/2025	93.75
5274 - Catherine T Gossett	110725	18-TLRC Fitness Specialist	Paid by EFT # 69207		11/11/2025	11/11/2025	11/21/2025		11/21/2025	490.00
8399 - Gustavus Alexus McLeod	103025	18-TLRC Fitness Specialist	Paid by EFT # 69263		11/11/2025	11/11/2025	11/21/2025		11/21/2025	62.50
9212 - Siddhartha T McLeod	102325	18-TLRC Fitness Specialist	Paid by EFT # 69264		11/11/2025	11/11/2025	11/21/2025		11/21/2025	31.25
8184 - Emily E Tally	110625	18-TLRC Fitness Specialist	Paid by EFT # 69352		11/11/2025	11/11/2025	11/21/2025		11/21/2025	125.00
9354 - Logan Thomas	110625	18-TLRC Fitness Specialist	Paid by EFT # 69362		11/11/2025	11/11/2025	11/21/2025		11/21/2025	168.00
9222 - Skyler Wildfong	110525	18-TLRC Fitness Specialist	Paid by EFT # 69387		11/11/2025	11/11/2025	11/21/2025		11/21/2025	125.00



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
7960 - Lauren Wilson (Elae Entertainment Group LLC)	103025	18-TLRC Fitness Specialist	Paid by EFT # 69392		11/11/2025	11/11/2025	11/21/2025		11/21/2025	31.25
Account 53940 - Temporary Contractual Employee Totals										
Program 185002 - TLRC-Health & Wellness Totals										
Program 185003 - TLRC-Basketball										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	24498	18 - TLRC Future Stars basketball t-shirts (48)	Paid by EFT # 69123		11/11/2025	11/11/2025	11/21/2025		11/21/2025	720.00
Account 52430 - Uniforms and Tools Totals										
Invoice Transactions 1										
\$720.00										
Account 53940 - Temporary Contractual Employee										
7184 - Larry Branam	110525	18-TLRC Basketball Official	Paid by EFT # 69153		11/11/2025	11/11/2025	11/21/2025		11/21/2025	300.00
8414 - Scott Matthew Burton	110525	18-TLRC Basketball Official	Paid by EFT # 69158		11/11/2025	11/11/2025	11/21/2025		11/21/2025	150.00
20105 - Brandon B Chambers	102925	18-TLRC Basketball Official	Paid by EFT # 69165		11/11/2025	11/11/2025	11/21/2025		11/21/2025	100.00
8862 - Gavin Muhlenkamp	110625	18-TLRC Basketball Official	Paid by EFT # 69276		11/11/2025	11/11/2025	11/21/2025		11/21/2025	150.00
9555 - Matthew Shane Murphy	103025	18-TLRC Basketball Official	Paid by EFT # 69278		11/11/2025	11/11/2025	11/21/2025		11/21/2025	50.00
9714 - Nathan Rushing	110625	18-TLRC Basketball Official	Paid by EFT # 69325		11/11/2025	11/11/2025	11/21/2025		11/21/2025	100.00
9167 - David E Stewart	110525	18-TLRC Basketball Official	Paid by EFT # 69348		11/11/2025	11/11/2025	11/21/2025		11/21/2025	150.00
8454 - David Lee Williams	110325	18-TLRC Basketball Official	Paid by EFT # 69391		11/11/2025	11/11/2025	11/21/2025		11/21/2025	200.00
Account 53940 - Temporary Contractual Employee Totals										
Program 185003 - TLRC-Basketball Totals										
Invoice Transactions 8										
\$1,200.00										
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	80-193478	18 - TLRC Concession Supplies 10-27-25	Paid by EFT # 69206		11/11/2025	11/11/2025	11/21/2025		11/21/2025	250.40
4099 - Gold Medal Products CO.	80-193624	18 - TLRC Concession Supplies 11-03-25	Paid by EFT # 69206		11/11/2025	11/11/2025	11/21/2025		11/21/2025	460.10
8155 - PepsiCo Beverage Sales, LLC	22555309	18 - TLRC Concession Supplies 10-29-25	Paid by EFT # 69299		11/11/2025	11/11/2025	11/21/2025		11/21/2025	945.32
8155 - PepsiCo Beverage Sales, LLC	25284111	18 - TLRC Concession Supplies 11-05-25	Paid by EFT # 69299		11/11/2025	11/11/2025	11/21/2025		11/21/2025	720.49



Board of Park Commissioners Claim Register

Invoice Date Range 11/08/25 - 11/21/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	0787 103125	18 - TLRC Concession Supplies 10-31-25	Paid by Check # 80839		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,002.64
Account 52330 - Street , Alley, and Sewer Material Totals										
Program 185006 - TLRC-Concessions Totals										
Invoice Transactions 5										
\$3,378.95										
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
2546 - Monroe County Historical Society, INC	10.30.25	18- Revenue Split w/Monroe Co History Ctr-Dearly Departe	Paid by EFT # 69272		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,395.00
Account 53990 - Other Services and Charges Totals										
Program 186500 - Community Events Totals										
Invoice Transactions 1										
\$1,395.00										
Program 186503 - Community Events-Farmers' Market										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001 1025	18-Water Sewer Charges November	Edit		11/19/2025	11/19/2025	11/19/2025			15.19
Account 53530 - Water and Sewer Totals										
Program 186503 - Community Events-Farmers' Market Totals										
Invoice Transactions 1										
\$15.19										
Program 186506 - Performing Art Series										
Account 52420 - Other Supplies										
536 - Chris Ramsey (KingSnake Sound Company)	140808	18- microphones, mic stands, direct boxes for Parks' concerts	Paid by EFT # 69313		11/11/2025	11/11/2025	11/21/2025		11/21/2025	4,810.00
Account 52420 - Other Supplies Totals										
Program 186506 - Performing Art Series Totals										
Invoice Transactions 1										
\$4,810.00										
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
8409 - North Star Cart Company (Raymond Products)	69924	18- SYP (2) rectangular table toter carts	Paid by EFT # 69286		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,270.23
Account 52420 - Other Supplies Totals										
Program 189006 - Switchyard Property Totals										
Invoice Transactions 1										
\$1,270.23										
Program 189400 - Hopewell										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002 1025	18-Water Sewer Charges November	Edit		11/19/2025	11/19/2025	11/19/2025			37.61
Account 53530 - Water and Sewer Totals										
Program 189400 - Hopewell Totals										
Department 18 - Parks & Recreation Totals										
Invoice Transactions 48										
\$37.61										
\$37.61										
\$24,668.39										



Board of Park Commissioners Claim Register

Invoice Date Range 11/08/25 - 11/21/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating Totals										
Invoice Transactions 48										
Fund 4655 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
5641 - TYPSA, Inc.	201047	18-Duke Power Line Trail Design-7/1-9/30/25	Paid by EFT # 69369		11/11/2025	11/11/2025	11/21/2025		11/21/2025	17,000.00
Account 54510 - Other Capital Outlays Totals										
Program 18018A - 7th St Green Way, RCA Power Line Totals										
Invoice Transactions 1										
Invoice Transactions 1										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
8962 - Benjamin Abel Hertel (Native View LLC)	734	18-UF-2025 Canopy expansion & replacement proj-Sect 1-54 trees	Paid by EFT # 69220		11/11/2025	11/11/2025	11/21/2025		11/21/2025	13,144.68
Account 54510 - Other Capital Outlays Totals										
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals										
Department 18 - Parks & Recreation Totals										
Fund 4655 - 2018 BicentennialBnd Prcd900030 Totals										
Grand Totals										
Invoice Transactions 175										
\$17,000.00										
\$17,000.00										
\$13,144.68										
\$13,144.68										
\$30,144.68										
\$30,144.68										
\$188,678.36										

REGISTER OF CLAIMS
Board of Park Commissioners Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/21/25	Claims				\$188,678.36
					<u>\$188,678.36</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 **\$188,678.36**

11/21/2025

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office _____



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
Parks - Parks & Recreation	2025-00015601	BA	GL	11/10/2025	Budget Amendments to increase NR lines 4500	kjc		
G/L Date	G/L Account Number	Account Description			Description	Source	Increase Amount	Decrease Amount
11/10/2025	2211-18-184500-52210	Institutional Supplies			Budget Amendments to increase NR lines 4500	kjc	500.00	.00
11/10/2025	2211-18-184500-53830	Bank Charges			Budget Amendments to increase NR lines 4500	kjc	500.00	.00
11/10/2025	2211-18-184500-53990	Other Services and Charges			Budget Amendments to increase NR lines 4500	kjc	1,455.00	.00
Number of Entries: 3								
\$2,455.00								
\$.00								



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type				
Parks - Parks & Recreation	2025-00015603	BA	GL	11/10/2025	Budget Amendment to increase lines NR 9006	kjc						
G/L Date	G/L Account Number	Account Description		Description		Source	Increase Amount	Decrease Amount				
11/10/2025	2211-18-189006-53830	Bank Charges		Budget Amendment to increase lines NR 9006		kjc	600.00	.00				
11/10/2025	2211-18-189006-52420	Other Supplies		Budget Amendment to increase lines NR 9006		kjc	1,700.00	.00				
Number of Entries: 2												



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
Parks - Parks & Recreation	2025-00015602	BA	GL	11/10/2025	Budget Amendments to increase 6503 and 6506	kjc		
G/L Date	G/L Account Number	Account Description			Description	Source	Increase Amount	Decrease Amount
11/10/2025	2211-18-186503-51120	Salaries and Wages - Temporary			Budget Amendments to increase 6503 and 6506	kjc	3,000.00	.00
11/10/2025	2211-18-186503-53830	Bank Charges			Budget Amendments to increase 6503 and 6506	kjc	1,500.00	.00
11/10/2025	2211-18-186503-53990	Other Services and Charges			Budget Amendments to increase 6503 and 6506	kjc	800.00	.00
11/10/2025	2211-18-186506-52420	Other Supplies			Budget Amendments to increase 6503 and 6506	kjc	4,500.00	.00
11/10/2025	2211-18-186506-53990	Other Services and Charges			Budget Amendments to increase 6503 and 6506	kjc	7,050.00	.00
Number of Entries: 5							\$16,850.00	\$.00

Expenses October 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of October	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of October	2025 % of Expenses2
General Fund							
Administration	967,553	831,505	643,163	77.35%	1,153,565	870,838	75.49%
Health & Wellness	96,485	100,881	80,739	80.03%	108,676	84,296	77.57%
Community Relations	526,904	509,068	360,774	70.87%	497,933	426,557	72.45%
Aquatics	515,687	473,268	415,821	87.86%	614,193	476,532	77.59%
Frank Southern Center	476,556	394,405	225,911	57.28%	478,717	339,557	70.93%
Golf Services	1,121,282	1,111,405	964,485	86.78%	1,107,482	967,747	87.38%
Natural Resources	489,686	384,193	315,119	82.02%	489,115	386,225	78.96%
Youth Programs	87,236	82,921	66,411	80.09%	95,851	91,572	95.54%
TLRC	336,480	314,339	251,174	79.91%	411,396	372,124	90.45%
Community Events	586,536	559,780	447,314	79.91%	557,949	577,082	103.43%
Adult Sports	280,961	293,681	227,149	77.35%	306,073	244,856	80.00%
Youth Sports	341,796	304,798	229,249	75.21%	330,873	223,872	67.66%
BBCC	456,923	339,608	275,917	81.25%	507,621	368,106	72.52%
Inclusive Recreation	105,704	96,920	82,436	85.06%	92,771	96,422	103.94%
Operations	2,300,690	2,108,900	1,348,671	63.95%	2,393,841	1,808,060	75.53%
Switchyard Property	1,104,528	846,400	581,228	68.67%	1,112,005	595,820	53.58%
Hopewell	0	0	0	0.00%	0	34,636	0.00%
Urban Greenspace	1,198,072	933,709	731,367	78.33%	1,154,905	870,261	75.35%
Cemeteries	243,032	206,016	158,295	76.84%	242,063	187,592	77.50%
Urban Forestry	697,586	647,680	442,221	68.28%	561,154	399,612	71.21%
General Fund total:	11,933,697	10,539,478	7,847,441	74.46%	12,216,179	9,421,767	77.13%

Expenses October 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of October	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of October	2025 % of Expenses2
Non-Reverting Fund							
Administration	19,400	5,525	4,319	78.18%	32,000	31,312	97.85%
Health & Wellness	5,925	14,462	7,513	51.95%	11,149	7,980	71.57%
Community Relations	5,350	2,045	2,045	100.00%	3,000	0	0.00%
Aquatics	94,712	68,315	85,707	125.46%	131,161	67,750	51.65%
Frank Southern Center	116,963	70,277	74,915	106.60%	121,037	59,203	48.91%
Golf Services	163,535	184,016	178,950	97.25%	242,847	193,371	79.63%
Natural Resources	46,850	57,423	40,056	69.76%	53,350	27,482	51.51%
Youth Programs	171,747	174,109	172,384	99.01%	165,818	149,783	90.33%
*TLRC - day to day	877,333	823,393	678,924	82.45%	641,795	434,708	67.73%
Community Events	149,792	145,809	116,625	79.98%	151,675	133,543	88.05%
Adult Sports	90,505	36,961	44,539	120.50%	75,636	47,630	62.97%
Youth Sports	935	2,601	24,505	942.16%	5,647	20,247	358.54%
BBCC	5,960	2,010	3,251	161.75%	5,375	7,481	139.19%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%
Operations	53,340	35,592	24,968	70.15%	43,340	13,269	30.62%
Switchyard	36,185	29,555	25,438	86.07%	55,471	46,223	83.33%
Hopewell	0	346	38	10.87%	46,100	21,764	47.21%
Urban Forestry	14,800	61,718	146,384	237.18%	14,900	16,591	111.35%
N-R Fund subtotal:	1,853,333	1,714,157	1,630,559	95.12%	1,800,301	1,278,337	71.01%
TLRC - bond	482,912	482,913	482,913	100.00%	481,987	481,988	100.00%
N-R Fund total:	2,336,245	2,197,069	2,113,472	96.20%	2,282,288	1,760,325	77.13%

Expenses 2025	October 2024	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of October	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of October	2025 % of Expenses2
Other Misc Funds								
25-26 MCCSC 21st Com Learn							19,264	
24-25 MCCSC 21st Com Learn		26,650		12,874			23,198	
23-24 MCCSC 21st Com Learn		28,245		28,608			6,659	
2022-2024 MCCSC 21st Century								
Storm Response Plan								
Banneker Nature Days		4,854		4,854			4,673	
Leonard Sp Nature Days		4,140		3,989			6,300	
Griffy Nature Days		6,719		6,851			4,935	
2024 Summer Food Service		10,015		10,015			11,891	
Nature Preserves Invasive								
NRPA Nutrition Hub		2,038		766			137	
Yappa Grant							4,180	
Duke Power Line								
Griffy Lake LARE Grant		3,532		3,400			3,357	
Other Misc Funds total:	0	28,245	71,357	252.64%		0	84,593	
TOTAL ALL FUNDS	14,269,942	9,537,723	10,032,269	105.19%		14,498,468	11,266,685	77.71%

PARKS AND RECREATION REVENUES AND EXPENSES: COMPARISON REPORT							
Revenue September 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of September	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of September	2025 % of Revenue Collected to date
General Fund							
Taxes/Misc Revenue	8,342,431	8,360,406	4,582,311	54.81%	9,391,470	5,728,087	60.99%
Administration	766,400	774,062	774,062	100.00%	0	129,951	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%
Aquatics	206,000	244,959	239,209	97.65%	206,000	277,401	134.66%
Frank Southern	199,500	220,795	131,218	59.43%	199,500	133,923	67.13%
Golf Services	766,000	1,107,007	1,081,893	97.73%	821,000	1,250,670	152.34%
Natural Resources	0	0	0	0.00%	0	0	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%
Community Events	14,800	15,974	15,274	95.62%	15,000	15,544	103.63%
Adult Sports	32,000		0	0.00%	32,000	866	2.71%
Youth Sports	6,000	13,706	13,648	99.58%	6,000	5,775	96.24%
BBCC	19,260	33,027	30,577	92.58%	20,030	29,324	146.40%
Operations	0	0	0	0.00%	0	0	0.00%
Urban Greenspace	0	0	0	0.00%	0	0	0.00%
Cemeteries	43,375	32,650	26,800	82.08%	43,750	17,000	38.86%
Urban Forestry	0		0	0.00%	0	0	0.00%
Subtotal Program Rev	2,053,335	2,442,180	2,312,683	94.70%	1,343,280	1,860,454	138.50%
General Fund Total	10,395,766	10,802,586	6,894,993	63.83%	10,734,750	7,588,541	70.69%

Revenue September 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of September	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of September	2025 % of Revenue Collected to date
Non-Reverting Fund							
Administration	35,600	28,473	19,935	70.01%	35,600	18,506	51.98%
Health & Wellness	13,400	15,952	12,030	75.41%	15,000	7,349	48.99%
Community Relations	3,000	3,290	3,290	100.00%	3,000	2,100	70.00%
Aquatics	83,800	97,621	89,723	91.91%	85,700	76,145	88.85%
Frank Southern	84,550	90,062	57,286	63.61%	80,750	60,869	75.38%
Golf Services	184,500	296,173	269,915	91.13%	184,500	255,062	138.25%
Natural Resources	71,400	78,623	72,575	92.31%	77,500	67,937	87.66%
Youth Programs	174,500	179,013	170,976	95.51%	170,000	169,342	99.61%
*TLRC -Operational	902,598	893,441	742,894	83.15%	931,104	777,748	83.53%
Community Events	145,000	160,660	141,061	87.80%	153,000	218,937	143.10%
Adult Sports	95,000	73,278	72,845	99.41%	53,660	83,537	155.68%
Youth Sports	45,350	33,889	29,522	87.11%	45,350	23,331	51.45%
BBCC	7,200	11,038	10,816	97.99%	10,500	15,412	146.78%
Operations	82,440	75,020	68,311	91.06%	82,440	66,886	81.13%
Switchyard	60,000	90,286	75,338	83.44%	74,000	59,672	80.64%
Hopewell			0	0.00%		1,600	0.00%
Urban Greenspace	0	0	0	0.00%	0	19	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%
Urban Forestry	23,600	18,656	16,156	86.60%	23,600	31,697	134.31%
N-R Fund subtotal:	2,011,938	2,145,475	1,852,671	86.35%	2,025,704	1,936,150	95.58%

Revenue September 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of September	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of September	2025 % of Revenue Collected to date
Other Misc Funds							
25/26 MSCSC 21st Cent						6,836	
24-25 MCCSC 21st Century Learn			11,450			40,623	
G23-24 MCCSC 21st Com			30,344				
22-23 MCCSC 21st Cent							
Duke Power Line			24,875				
Rosehill Trust			2,865			3,969	
Storm Response							
Griffy Lake Nature Days			6,888				
Summer Food Service			10,966		21,500	14,638	
Banneker Nature Days			4,854			4,860	
Nature Preserves Invsive							
Yappa Grant						12,605	
Griffy Lake LARE Grant			3,400		3,400	3,357	
Banneker Comm Roof Repair						20,000	
Duke Pool Fee Waiver						4,875	
Leonard Spring Nature Day			15,000				
Other Misc Funds total:	0	0	110,643		24,900	111,763	

TOTAL ALL FUNDS	12,407,704	12,948,062	8,858,308	68.41%	12,785,354	9,636,454	75.37%
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2025 Non-Reverting Cash Balances	1	2	3	4	5	6	7
Area	Beginning Balance 1/1/2025	Revenue as of 10/31/2025	Other Misc. Revenue	Expenses as of 10/31/2025	Expenses from RESERVE* (see explanation below)	Total Current Year Over/Under (does not include expenses taken from RESERVE)	Total Accumulated Balance (Amount)
Administration	485,874.37	18,506.11		31,312.15		(12,806.04)	473,068.33
Health & Wellness	20,554.92	7,349.00		7,979.78		(630.78)	19,924.14
Community Relations	46,384.27	2,100.00		0.00		2,100.00	48,484.27
Aquatics	419,105.86	76,145.31		67,749.86		8,395.45	427,501.31
Frank Southern Center	213,570.19	60,868.81		59,203.08		1,665.73	215,235.92
Golf Course	549,526.71	255,062.20		193,371.16		61,691.04	611,217.75
Natural Resources	432,146.52	67,937.22		27,482.27		40,454.95	472,601.47
Allison Jukebox	343,545.21	169,341.57		149,783.03		19,558.54	363,103.75
TLRC	(3,700,424.87)	694,409.81		916,695.94		(222,286.13)	(3,922,711.00)
TLRC Reserve	1,015,085.85	83,337.95		0.00		83,337.95	1,098,423.80
Community Events	555,736.27	218,936.90		133,543.10		85,393.80	641,130.07
Adult Sports	40,927.16	83,537.25		47,629.55		35,907.70	76,834.86
Youth Sports	25,113.29	23,330.83		20,246.82		3,084.01	28,197.30
Skate Park	22,417.65	0.00		0.00		0.00	22,417.65
Benjamin Banneker Comm Center	68,616.10	15,412.09		7,481.22		7,930.87	76,546.97
Operations	382,696.48	66,886.19		13,269.41		53,616.78	436,313.26
Switchyard Property	397,624.77	59,671.69		46,223.35		13,448.34	411,073.11
Hopewell	(345.92)	1,600.00		21,763.83		(20,163.83)	(20,509.75)
Urban Greenspace	0.00	19.42		0.00		19.42	19.42
Urban Forestry	60,168.12	31,697.28		16,590.68		15,106.60	75,274.72
TOTALS	1,378,322.95	1,936,149.63	0.00	1,760,325.23	0.00	175,824.40	1,554,147.35
						175,824.40	
						ACTUAL INCREASE - DECREASE FOR THE CURRENT FISCAL YEAR	

Refund Listing Report

Refund Listing Report

Report Summary Totals Continued...

Report Summary Totals

Total Refund Records:	43
Total Fees Refunded:	1,772.00
Total Tax Refunded:	0.00
Total Amount Refunded:	1,772.00

Refund Listing Report

SELECTION CRITERIA

GENERIC REPORT CRITERIA

Output Template: VSI - Refund Listing Report
Output Type: Detail
Preview Report: yes
PDF: Yes
Print Selection Criteria: Yes
CSV Summary Option: Raw Data

REPORT SPECIFIC CRITERIA

Refund Type: Refund Now
Begin Service Item:
Begin League:
Begin Locker:
Begin Trip:
Begin Activity Section:
Begin Pass:
Begin Rental Item Code:
Begin Inventory Item:
Begin Ticket:
Begin Facility:
Begin Refund Date: 10/01/2025 - Actual Date|10/01/2025
End Ticket: ZZZZZZZZ
End Inventory Item: ZZZZZZ
End Pass: ZZZZZZ
End Refund Date: 10/31/2025 - Actual Date|10/31/2025
End Trip: ZZZZZZZZ
End Facility: ZZZZZZ
End League: ZZZZZZ
End Service Item: ZZZZZZZZZZ
End Locker: ZZZZZZ
End Activity Section: ZZZZZZZZZZ
End Rental Item Code: ZZZZZZ
Begin Drawer: 1
End Drawer: 500



City of Bloomington

Disposal / Surplus / Trade In Form

DEPT: Parks and Recreation

LOCATION: Showers

DEPT. HEAD / DIVISION DIRECTOR: Tim Street

PAGE NO.

1 of 1

DATE:

11/13/2025

PHONE:

812-349-3700

EMAIL:

Vehicles being sold by Fleet do not need to be on this spreadsheet. Public Works will list them on their Surplus form. We verbally need to let PB know.

The note below is only regarding items listed to be sold, it does not include items listed that will be destroyed or donated.

Please note: per State Statute IC 5-22-22-6 - if the property is one (1) item with an estimated value of \$1,000, or more than one (1) item with an estimated value of less than \$5,000, we can sell the property without public notice. If these two thresholds are exceeded, notice of sale must be given by publication of the time, place, and terms of the sale at least 15 days before the date of the sale.

DESCRIPTION (List Make, Model, and Year)	QTY	DECLARATION REASON (works, needs repair, not repairable,etc)	SERIAL /VIN NO.	COB ASSET # Capital Asset # assigned by OOTC	DEPT. ASSET #	DISPOSITION REQUESTED (Please check one)	NAME OF VENDOR/PERSON OR COMPANY THE ITEM WAS SURPLUSED OR TRADED TO	ESTIMATED VALUE	SURPLUS DATE
1. Everlast Heavy Bag (punching bag)	1	no longer needed	n/a	n/a	n/a	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals	\$75.00	
4. old town canoe (Discovery 164 -C3)	1	damaged beyond repair				<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	trash		
5. Folding metal chairs	30	very old and no longer used	n/a	n/a	n/a	<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Take to salvage yard for metal recycling		
6. Metal rack for metal folding chairs	1	very old and no longer used	n/a	n/a	n/a	<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Take to salvage yard for metal recycling		
7. Scag walk behind SW36-14KA mower	1	not using anymore	2824			<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Sell on gov deals	\$500.00	
10. toro mower deck	1	multiple welds that continue to break				<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Recycle JB Salvage		
11. metal louvers from SY Pavilion		unuseable				<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Recycle JB Salvage		
12. Field and stream paddle		Not for our purposes				<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals		
13. Pelican Paddle		Not for our purposes				<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals		
14. CLOSED		Do not add any items				<input type="checkbox"/> Sell <input checked="" type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
15.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
16.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
17.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
18.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
19.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
20.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
21.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			

Bloomington Parks and Recreation Vehicle to Retire

Sep-24

Review/approve of vehicles listed below to be retired from service. If approved by the Board of Park Commissioners, the Board of Public Works will sell the vehicles through GovDeals. The vehicles will be included on the Board of Public Works Surplus Form.



STAFF REPORT

A7

Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: **Board of Park Commissioners**
FROM: **Mary Welz, Natural Resources Manager**
DATE: **November 18, 2025**
SUBJECT: **Service Agreement with Fire Dawgs for Removal of Griffy Dam North Stairs**

Recommendation

Staff recommends the approval of the contract with Fire Dawgs for Removal of old stairs on north side of Griffy Dam.

Total amount of contract: \$6,493.99

Funding source: 2211-18-184000-52420

Background

Under this contract, Fire Dawgs will disassemble and remove the decommissioned stairs north of the Griffy Dam. These old stairs are a hazard and despite repeated attempts to close this route, the public continues use the stairs to access closed trails on the dam spillway and north side of the dam. Removal of the stairs will help reinforce trail closures and reduce risk to the public.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Mary Welz".

Mary Welz, Natural Resources Manager

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
FIRE DAWGS, INC

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and FIRE DAWGS, INC (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31 day of December, 2025.
 - c. Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed six-thousand, four-hundred, ninety-three dollars and 99 cents (\$6,493.99) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Mary Welz, City of Bloomington, 401 N Morton St., Suite 250, Bloomington, IN 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 and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized

work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank.]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such 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.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B".** The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City 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.
11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its 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.

12. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 14. 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.
- 15. 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.
- 16. 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.
- 17. Assignment.** Neither the City nor the Contractor may 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.
- 18. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. 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.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

21. 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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.

22. E-Verify. Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.

23. Non-Collusion. Contractor certifies 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.

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

TO CITY:	TO CONTRACTOR:
City of Bloomington	Fire Dawgs, LLC
Mary Welz, Project Manager	Attn: Peyton Kimes, Operations Manager
	980 Western Drive
	Indianapolis IN 46241
E-mail: mary.welz@bloomington.in.gov	E-mail: info@fire-dawgs.com

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

25. Integration and Modification. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- a. This Agreement
- b. All Exhibits.
- c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

26. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The

undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

[Signatures are on the following page.]

Signatures on this page are associated with the “AGREEMENT FOR SERVICES between The City of Bloomington Parks and Recreation Department and FIRE DAWGS, INC.”

**CITY OF BLOOMINGTON
BY:**

FIRE DAWGS, INC
BY:

Kathleen Mills, Chair
Board of Park Commissioners

Signature DATED

Tim Street, Director DATED

Printed Name

Margie Rice, Corporation Counsel DATED

Title

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following:



ESTIMATE

Fire Dawgs Junk Removal
980 Western Dr Indianapolis IN 46241
Info@fire-dawgs.com
(317) 291-3294

Estimate # 4443-1
Date Fri Oct 17, 2025
Total \$6,493.99

Prepared For:

Mary Welz
3501 N Dunn St
Bloomington, Indiana 47408
(812) 219-2683
mary.welz@bloomington.in.gov

Service Location:

Mary Welz
3501 N Dunn St
Bloomington, Indiana 47408
(812) 219-2683
mary.welz@bloomington.in.gov

Description	QTY	Price	Amount
Custom Project Our team arrived with our mini dump truck to assess your project and provided an on-site quote based on your specific volume, weight, labor, time, equipment, and personnel required. Usable items were sorted and donated to local charities or organizations whenever possible. The job was executed by trained, uniformed, and insured professionals, ensuring the space was left clean, organized, and ready for continued use.	1.00	\$6,493.99	\$6,493.99
		Sub total	\$6,493.99
		Total	\$6,493.99

Terms:

Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate. If additional parts or labor are required you will be contacted immediately.

Thank you for your business

EXHIBIT “B”

PROJECT SCHEDULE

Fire Dawgs to schedule removal prior to December 31, 2025 upon contract completion.

EXHIBIT "C"

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signature

Printed name



STAFF REPORT

A8 Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: November 18, 2025
SUBJECT: CONTRACT WITH REPUBLIC SERVICES TO PROVIDE GREEN WASTE DISPOSAL SERVICES IN 2026

Recommendation

Staff recommends approval of this contract with Republic Services to provide green waste disposal services in 2026. Funding source: 2204-18-189500-53950. Amount not to exceed: \$4800.

Background

Republic Services will provide green waste disposal services for the Operations Division at Switchyard Park and the Parks Operations Center. Republic Services has provided green waste disposal services for the Operations Division since 2022 on an as needed basis. This green waste is mostly comprised of organic debris collected by the Urban Greenspace Landscaping area and is sent for composting to divert it from the landfill.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Joanna Sparks".

Joanna Sparks, Urban Greenspace Manager

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
REPUBLIC SERVICES, INC

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and Republic Services, INC (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit A** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way.
 - d. Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Four Thousand Eight Hundred Dollars and Zero Cents (\$4800.00). Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Joanna Sparks, Urban Greenspace Manager, City of Bloomington, PO BOX 848 Bloomington, IN 47402, sparkj@bloomington.in.gov. 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 and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such 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.
5. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
6. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
7. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit “B”**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
8. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
9. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City 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.
10. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its 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.

11. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required i

nsurance to the City within ten (10) days. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 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.
- 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.
- 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.
- 16. Assignment.** Neither the City nor the Contractor may 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.
- 17. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 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.
- 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such

prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.

21. E-Verify. Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.

22. Non-Collusion. Contractor certifies 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.

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

TO CITY:	TO CONTRACTOR:
City of Bloomington	Republic Services, INC
Attn: Joanna Sparks, Project Manager	Attn: Donna Carson, Account Manager
PO Box 848	6660 S State Road 37
Bloomington, IN 47402	Bloomington IN 47403
sparkj@bloomington.in.gov	E-mail: dcarson@republicservices.com

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

24. Integration and Modification. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- a. This Agreement
- b. All Exhibits.
- c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

25. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their

successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

[Signatures are on the following page.]

Signatures on this page are associated with the “AGREEMENT FOR SERVICES between The City of Bloomington Parks and Recreation Department and Republic Services, INC.”

CITY OF BLOOMINGTON
BY:

Kathleen Mills, Chair
Board of Park Commissioners

DATED

Tim Street, Director

DATED

REPUBLIC SERVICES, INC
BY:

Signature

DATED

Donna Carson

Account Manager

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following: Contractor shall provide green waste disposal services on an as needed basis for the Operations Division at Switchyard Park and the Parks Operations Center.

BLOOMINGTON PARKS & REC:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-293-1211. It's that easy.

Service Details

LARGE CONTAINERS

Equipment Qty/Type/Size:	1 - Open Top - 30.00Yd(s)	Haul Rate:	\$385.00	per haul
Frequency:	On-Call		3.0	
Material Type:	Compost / Yard Waste		\$0.00	
Hauls/ month:	1.0			

Estimated Monthly Amount *

Large Container Haul Charge	\$385.00
Total Estimated Amount	\$385.00

One Time Charges

Delivery Charge Subtotal	\$236.50
Valued Customer Discount - Delivery	- \$236.50
Total One-Time Amount	\$0.00

Donna Carson
Republic Services
(812) 369-7902
dcarson@publicservices.com
www.publicservices.com

COMMENTS:

Valued Customer Discount - Delivery for 1 container IR 30.00 yard - \$236.50

Delivery Notes:

Safety: No Safety Concerns

RECYCLE CONTAINER 30 CU YD - NO DELIVERY

Fuel Recovery Fee - No, Environmental Recovery Fee - No, Administrative Fee - No

Exempt from: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee

EXHIBIT “B”

PROJECT SCHEDULE

Services to be provided on an as needed basis.

EXHIBIT “C”

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signature

Printed name



STAFF REPORT

A9 Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: Board of Park Commissioners
FROM: Amy Leyenbeck, Operations Coordinator
DATE: November 18, 2025
SUBJECT: Indiana Door & Hardware 2026 Service Agreement

Recommendation

Staff recommends approval of this contract with Indiana Door & Hardware Specialties, INC for repairing, adjusting and replacing doors at city park properties and facilities as needed in 2025. Contract Amount not to exceed: \$7,000.00; Funding sources: 2204-18-18: 9000-53610; 9000-53650; 9006-53610; 7202-53610; 7208-53650; 7001-53610; 2001-53610; 2002-53610; 2500-53610; 201-18-18500-53610

Background

Indiana Door & Hardware Specialties performs quality work at reasonable rates, and it benefits the city to have a service agreement with this vendor so that any necessary door repairs can be taken care of quickly without delays.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Amy Leyenbeck".

Amy Leyenbeck, Operations Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
INDIANA DOOR & HARDWARE SPECIALTIES INC

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and INDIANA DOOR & HARDWARE SPECIALTIES INC (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed seven thousand (\$7,000.00) Dollars. Services will be provided at an hourly rate of \$100.00 for the first hour and \$80.00 for each additional hour with a minimum of one (1) hour charge plus materials. Contractor shall provide the service for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an after-hours rate of one hundred and ten dollars (\$110.00) with a minimum of one (1) hour charge plus materials. Repairs requiring more immediate action (emergencies) may be billed at an emergency hourly rate of one hundred ten dollars (\$110.00) with a minimum of one (1) hour charge plus materials. Contractor shall submit an invoice to

the City upon the completion of all Services. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator, City of Bloomington, PO BOX 848 Bloomington, IN 47402, amy.leyenbeck@bloomington.in.gov. 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 and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank.]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such 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.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City 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.

11. Independent Contractor Status. Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its 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.

12. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 14. 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.
- 15. 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.
- 16. 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.
- 17. Assignment.** Neither the City nor the Contractor may 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.
- 18. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. 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.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources

department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

21. 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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.

22. E-Verify. Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.

23. Non-Collusion. Contractor certifies 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.

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

TO CITY:	TO CONTRACTOR:
City of Bloomington	
Attn Amy Leyenbeck, Operations Coordinator	Attn: Paul Baker
	E-mail:indoorhdwr@sbcglobal.net

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

25. Integration and Modification. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- a. This Agreement
- b. All Exhibits.
- c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

26. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

[Signatures are on the following page.]

Signatures on this page are associated with the “AGREEMENT FOR SERVICES between The City of Bloomington Parks and Recreation Department and Indiana Door and Hardware Specialties Inc.”

CITY OF BLOOMINGTON

Indiana Door and Hardware Specialties Inc

BY:

BY:

Kathleen Mills, Chair
Board of Park Commissioners

DATED

Signature

DATED

Tim Street, Director

DATED

Name, Title

Margie Rice, Corporation Counsel DATED

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following: Contractor shall provide repair, adjust, and/or replace doors at city park properties and facilities on an as needed basis at an hourly rate of \$100.00 for the first hour and \$80.00 for each additional hour with a minimum of one (1) hour charge plus materials. Contractor shall provide the service for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an after-hours rate of one hundred and ten dollars (\$110.00) with a minimum of one (1) hour charge plus materials. Parks department will give contractor at least two (2) working day notice on repairs. Repairs requiring more immediate action (emergencies) may be billed at an emergency hourly rate of one hundred ten dollars (\$110.00) with a minimum of one (1) hour charge plus materials. Specific scopes of work will be approved by the City before work commences.

EXHIBIT “B”

PROJECT SCHEDULE

Work will be performed on an as needed basis.

EXHIBIT “C”

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signature

Printed name



STAFF REPORT

A10 Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: Board of Park Commissioners
FROM: Amy Leyenbeck, Operations Coordinator
DATE: November 18, 2025
SUBJECT: Pursell Monument 2026 Service Agreement

Recommendation

Staff recommends approval of this contract with Pursell Monument to straighten, reseal, and reset any damaged headstones and the perimeter wall at Rosehill and White Oak cemeteries on an as needed basis throughout the year upon request by Parks staff.

Contract Amount not to exceed: \$9,500.00
Funding source: 2204-18-189501-53990

Background

Pursell Monument performs quality work at reasonable rates, and it benefits the city to have a service agreement with this vendor so that we can arrange for headstone repair work throughout the year without delays.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Amy Leyenbeck".

Amy Leyenbeck, Operations Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
R. Pursell Custom Memorial (Pursell Monument)

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and R. Pursell Custom Memorial (Pursell Monument) (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed nine thousand, five hundred (\$9,500.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator, City of Bloomington, [PO BOX 848 Bloomington, IN 47402, amy.leyenbeck@bloomington.in.gov. 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 and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such

work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank.]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such 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.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B".** The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City 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.
11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its 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.

12. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 14. 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.
- 15. 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.
- 16. 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.
- 17. Assignment.** Neither the City nor the Contractor may 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.
- 18. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. 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.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

21. 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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.

22. E-Verify. Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.

23. Non-Collusion. Contractor certifies 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.

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

TO CITY:

City of Bloomington	
Attn Amy Leyenbeck, Operations Coordinator	Attn: Ryan Pursell, Owner
	E-mail: rpursellmemorial@gmail.com

TO CONTRACTOR:

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

25. Integration and Modification. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- a. This Agreement
- b. All Exhibits.
- c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

26. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The

undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

[Signatures are on the following page.]

Signatures on this page are associated with the “AGREEMENT FOR SERVICES between The City of Bloomington Parks and Recreation Department and R. Pursell Custom Memorial (Pursell Monument).”

CITY OF BLOOMINGTON

BY:

Kathleen Mills, Chair
Board of Park Commissioners

DATED

Tim Street, Director

DATED

Margie Rice, Corporation Counsel

DATED

R. Pursell Custom Memorial (Pursell Monument)

BY:

Signature

DATED

Ryan Pursell

Owner

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: Contractor shall provide straightening, reseal, and reset of damaged headstones, along with repairs and restoration of the perimeter wall at Rose Hill Cemetery for the department on an as needed basis. Specific scopes of work will be quoted individually and approved by the department in writing before work commences.

EXHIBIT “B”

PROJECT SCHEDULE

Work will be performed on an as needed basis.

EXHIBIT “C”

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signature

Printed name



STAFF REPORT

A11

Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: **Board of Park Commissioners**
FROM: **Amy Leyenbeck, Operations Coordinator**
DATE: **November 18, 2025**
SUBJECT: **Unrivaled Electric LLC Install conduit line for battery charger circuit**

Recommendation

Staff recommends approval of the contract with Unrivaled Electric for \$794 from funding source 2204-18-189501-53610.

Background

The Rose Hill Cemetery Maintenance Garage requires an upgrade to be able to handle more battery chargers to keep landscaping equipment charged and ready for use.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Amy Leyenbeck".

Amy Leyenbeck, Operations Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Unrivaled Electric LLC

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and **Unrivaled Electric LLC** (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2025.
 - c. Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed seven hundred and ninety four (\$794.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator, City of Bloomington, PO BOX 848 Bloomington, IN 47402, amy.leyenbeck@bloomington.in.gov. 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 and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work

shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank.] [TS1]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such 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.
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7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
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11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its 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.

12. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 14. 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.
- 15. 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.
- 16. 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.
- 17. Assignment.** Neither the City nor the Contractor may 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.
- 18. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. 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.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

21. 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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.

22. E-Verify. Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.

23. Non-Collusion. Contractor certifies 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.

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

TO CITY:	TO CONTRACTOR:
City of Bloomington	Unrivaled Electric LLC
Attn: Amy Leyenbeck	Attn: Tim Dumas
Operations Coordinator	PO Box 246 Ellettsville IN 47429
Amy.leyenbeck@bloomington.in.gov	E-mail: tim@unrivaledelectric.com

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

25. Integration and Modification. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- a. This Agreement
- b. All Exhibits.
- c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

26. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

[Signatures are on the following page.]

Signatures on this page are associated with the “AGREEMENT FOR SERVICES between The City of Bloomington Parks and Recreation Department and Unrivaled Electric LLC.”

CITY OF BLOOMINGTON
BY:

Kathleen Mills, Chair
Board

DATED

Tim Street, Director

DATED

Margie Rice, Corporation Counsel

DATED

Unrivaled Electric LLC
BY:

Signature

DATED

Printed Name

Title

(Note: Mayor need not sign if contract is at or less than \$5,000.00)

(Note: Corporation Counsel or the Deputy Mayor have authority to sign for Mayor)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Work: Install a conduit line to the opposite long wall from the electric panel for a dedicated battery charger circuit.

BATTERY CHARGER: \$793.21

EMT per 10 Feet by size

EMT connector- Set Screw

EMT coupling

4 square metal box

Steel Raised device cover

Single Receptacle

2 Pole STANDARD BREAKER

Thhn Insulated conductor

two hole strap- steel

Misc Hardware- screws, sealant, wire nuts, tape.

Labor Rate

EXHIBIT “B”

PROJECT SCHEDULE

Work will commence upon contract completion and will be completed by 12/31/2025.

EXHIBIT “C”

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signature

Printed name



STAFF REPORT

A12

Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: **Board of Park Commissioners**
FROM: **Heidi Shoemaker, Natural Resources Coordinator**
DATE: **October 30, 2025**
SUBJECT: **R&L Restoration dba Servpro contract for Griffy Lake restoration cleaning**

Recommendation

Staff recommends the approval of the R&L Restoration dba Servpro contract for the restoration and decontamination of the Griffy Lake Boathouse storage area which has suffered some rodent and water damage.

Total Amount: \$2,762.52
Funding Source: 2211-18-184000-53650

Background

The Griffy Lake Boathouse storage area had a leaky skylight and experienced some flooding in April 2025. It also shows signs of high rodent activity making it an unsafe workspace for staff or for the storage of program supplies and life vests. The skylight has been repaired and Parks staff have cleaned the area to their level of training, tools, and abilities. It is now time for a professional deep clean.

Three companies were contacted to quote the job. One company did not schedule an onsite appointment to look at the facility and one company completed the onsite inspection but did not follow up with a quote. R&L Restoration provided a prompt and detailed plan for cleaning and decontaminating the space after their onsite visit.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Heidi Shoemaker". The signature is fluid and cursive, with a large, stylized "H" and "S". A thin, horizontal oval line is drawn to the right of the signature, ending in a small flourish.

Heidi Shoemaker, Natural Resources Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
R&L Restoration dba Servpro

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and R&L Restoration dba Servpro (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit A** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 6th day of March, 2026.
 - c. Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed two thousand seven hundred sixty two dollars and fifty two cents (\$2762.52). Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Heidi Shoemaker, City of Bloomington, 401 N. Morton St. Suite 250 Bloomington, IN 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 and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank.]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such 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.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit “B”**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City 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.
11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely

responsible for the payment and reporting of its 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.

12. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation

of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 14. 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.
- 15. 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.
- 16. 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.
- 17. Assignment.** Neither the City nor the Contractor may 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.
- 18. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. 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.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such

prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

- 21. 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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 22. E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.
- 23. Non-Collusion.** Contractor certifies 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.
- 24. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:	TO CONTRACTOR:
City of Bloomington	R&L Restoration dba Servpro
Attn: Heidi Shoemaker, Project Manager	Attn: Ryan Wolfe
401 N. Morton St. Suite 250	1610 Adams Dr.
Bloomington, IN 47404	Marion, IL 62959
Heidi.shoemaker@bloomington.in.gov	rwolfe@servproofmarion.com

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

- 25. Integration and Modification.** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:
 - a. This Agreement
 - b. All Exhibits.
 - c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

26. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

[Signatures are on the following page.]

Signatures on this page are associated with the “AGREEMENT FOR SERVICES between The City of Bloomington Parks and Recreation Department and R&L Restoration dba Servpro.”

CITY OF BLOOMINGTON
BY:

Kathleen Mills, Chair
Board of Park Commissioners

DATED

Tim Street, Director

DATED

R&L Restoration dba Servpro
BY:

Signature

DATED

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Restoration services, including cleaning technicians and cleaning agent, to decontaminate the Griffy Lake Boathouse storage area and safe room section of the restroom building. This will also include removing, cleaning, and decontaminating the contents and reloading these spaces. This job will require a portable generator provided by Servpro and is expected to take two full working days.

EXHIBIT “B”

PROJECT SCHEDULE

Ideally, cleaning will be completed by December 31, 2025. Cleaning will be scheduled as schedules and weather allows, but must be completed before the Boathouse staff return on March 6, 2026.

EXHIBIT “C”

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

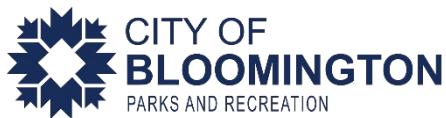
The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signature

Printed name



STAFF REPORT

A13 Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: November 18, 2025
SUBJECT: REVIEW AND APPROVAL OF THE 2026 SERVICE AGREEMENT WITH COMMERCIAL SERVICE OF BLOOMINGTON, INC

Recommendation

Staff recommends the review/approval of the Commercial Service Of Bloomington, INC service agreement for the Parks department. Total amount of service agreement not to exceed: \$20,000. Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC); 200-18-187202-5360 GF (Winslow), 200-18-187208-53650 GF (Olcott), 200-18-187001-53610 GF (TLSP), 200-18-182001 GF (Bryan), 200-18-182002-53610 GF (Mills); 200-18-183500-53610 GF (Golf); 200-18-182500-53610 GF (FSC); 200-18-189000-53610 GF (OPS); and 200-18-189006-53610 GF (SYP).

Background

Commercial Service is one of several contracted Parks works with each year to provide service, repairs and preventive maintenance on HVAC and plumbing at Parks properties and facilities.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Daren Eads".

Daren Eads
Sports Facility Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Commercial Service of Bloomington, Inc

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and Commercial Service of Bloomington, Inc (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way.
 - d. Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Twenty Thousand (\$20,000.00) Dollars. Services will be provided at an hourly rate of One Hundred and Four Dollars (\$104.00), with a minimum of one (1) hour charge, plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 7:00am to 5:00pm and for an afterhours hourly rate between 5:00pm to 11:59pm of One Hundred Fifty Six Dollars (\$156.00) with a minimum of one (1) hour charge, plus materials. Repairs requiring more immediate

action, emergencies, calls between 12:00am to 6:59am and holidays, may be billed at an emergency hourly rate of Two Hundred Eight Dollars (\$208.00) with a minimum of one (1) hour charge, plus materials. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Daren Eads, City of Bloomington, PO Box 848 Bloomington, IN 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 and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

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6. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
7. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
8. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
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and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

10. Independent Contractor Status. Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its 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.

11. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
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- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 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.
- 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.
- 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.
- 16. Assignment.** Neither the City nor the Contractor may 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.
- 17. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 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.
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Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.

21. E-Verify. Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "C"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.

22. Non-Collusion. Contractor certifies 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.

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

TO CITY:	TO CONTRACTOR:
City of Bloomington	Commercial Service of Bloomington, Inc
Attn: Daren Eads, Project Manager	Attn: Rod Yant
PO Box 848	4710 W. Vernal Pike
Bloomington, IN 47404	Bloomington, IN 47404
eadsd@bloomington.in.gov	ryandt@commercialservice.com

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

24. Integration and Modification. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- This Agreement
- All Exhibits.
- All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and

affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

25. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

26. Living Wage Ordinance. Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit “D”**. Contractor shall post the Living Wage Poster provided to Contractor by the City Legal Department in prominent areas of Contractor’s facilities frequented by their covered employees.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

[Signatures are on the following page.]

Signatures on this page are associated with the “AGREEMENT FOR SERVICES between The City of Bloomington Parks and Recreation Department and Commercial Service of Bloomington, Inc.

CITY OF BLOOMINGTON

BY:

Kathleen Mills, Chair
Board of Park Commissioners

DATED

Tim Street, Director

DATED

Margie Rice, Corporation Counsel

DATED

**COMMERCIAL SERVICE OF
BLOOMINGTON, INC**

BY:

Signature

DATED

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: Contractor shall provide repairs, adjustments, preventive maintenance, to heating, ventilation, cooling components and plumbing at City park properties and facilities at an hourly rate of One Hundred and Four Dollars (\$104.00), with a minimum of one (1) hour charge, plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 7:00am to 5:00pm and for an afterhours hourly rate between 5:00pm to 11:59pm of One Hundred Fifty Six Dollars (\$156.00) with a minimum of one (1) hour charge, plus materials. Parks Department would give Contractor at least two (2) working days’ notice on repair. Repairs requiring more immediate action, emergencies, calls between 12:00am to 6:59am and holidays, may be billed at an emergency hourly rate of Two Hundred Eight (\$208.00) with a minimum of one (1) hour charge, plus materials.

EXHIBIT “B”

PROJECT SCHEDULE

Services shall be provided on an agreed upon date and times between parks management and the contractor.

EXHIBIT "C"

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signature

Printed name

EXHIBIT "D"

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

1. The undersigned is the _____ of the Contractor.
(job title)
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.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: _____

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage, which is set forth at <https://bloomington.in.gov/business/living-wage>.

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.

Signature

Printed name



STAFF REPORT

A14 Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: November 18, 2025
SUBJECT: REVIEW AND APPROVAL OF THE 2026 SERVICE AGREEMENT WITH KOORSEN FIRE & SECURITY, INC

Recommendation

Staff recommends the review/approval of the KOORSEN FIRE & SECURITY, INC service agreement for the Parks department. Total amount of service agreement not to exceed: \$7,500. Funding sources to pay for these services will be 2211-18-185000-53610 NR (TLRC), 2211-18-185006-53610 NR (TLRC), 2204-18-187002-53990 GF (Winslow), 2204-18-187208-53650 GF (Olcott), 2204-18-187001-53610 GF (TLSP), 2204-18-182001-53610 GF (Bryan), 2204-18-182002-53610 GF (Mills); 2204-18-183500-53610 GF (Golf); 2204-18-182500-53610 GF (FSC); 2204-18-189000-53610 GF (OPS); and 2204-18-189006-53610 GF (SYP).

Background

Koorsen Fire & Security, INC provides fire and security alarm monitoring, inspections, and repairs at Parks properties and facilities. Typically, we use this service daily for monitoring, bi-annually for inspections, and on an “as needed” basis for repairs.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Daren Eads". The signature is fluid and cursive, with "Daren" on the left and "Eads" on the right, connected by a flourish.

Daren Eads
Sports Facility Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Koorsen Fire & Security, Inc.

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and Koorsen Fire & Security, Inc (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”) at parks properties and facilities. Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way.
 - d. Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Seven Thousand Five Hundred (\$7,500.00) Dollars. Services will be provided at an hourly rate of One Hundred Twenty Six Dollars (\$126.00) plus materials. Contractor shall provide the Services for a set price per hour Monday – Friday 7:00am to 5:00pm, and all other times for an after-hours hourly rate of Two Hundred and Six Dollars and Eighty Five Cents (\$206.85), plus materials, with a

minimum of two (2) hours. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Daren Eads, City of Bloomington, PO Box 848 Bloomington, IN 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 and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such 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.
5. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
6. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
7. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
8. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
9. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City 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.

10. Independent Contractor Status. Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its 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.

11. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 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.
- 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.
- 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.
- 16. Assignment.** Neither the City nor the Contractor may 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.
- 17. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 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.
- 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City

Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.

21. E-Verify. Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "C"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.

22. Non-Collusion. Contractor certifies 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.

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

TO CITY:	TO CONTRACTOR:
City of Bloomington	Koorsen Fire & Security, Inc
Attn: Daren Eads, Project Manager	Attn: Jennifer Tate
PO Box 848	1131 Air Drive
Bloomington, IN 47404	Bloomington, IN 47404
eadsd@bloomington.in.gov	Jennifer.Tate@koorsen.com

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

24. Integration and Modification. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- a. This Agreement
- b. All Exhibits.
- c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be

given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

25. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

[Signatures are on the following page.]

Signatures on this page are associated with the “AGREEMENT FOR SERVICES between The City of Bloomington Parks and Recreation Department and Koorsen Fire & Security, Inc”.

CITY OF BLOOMINGTON

BY:

Kathleen Mills, Chair
Board of Park Commissioners

DATED

Tim Street, Director

DATED

Margie Rice, Corporation Counsel

DATED

**KOORSEN FIRE & SECURITY,
INC**

BY:

Signature

DATED

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

Contractor will install, repair, service and monitor fire and security alarms, fire extinguishers, and fire suppression services and components at City park properties and facilities (Services) at an hourly rate of One Hundred Twenty Six Dollars (\$126.00) plus materials. Contractor shall provide the Services for a set price per hour Monday – Friday 7:00am to 5:00pm, and all other times for an afterhours hourly rate of Two Hundred and Six Dollars and Eighty Five Cents (\$206.85), plus materials, with a minimum of two (2) hours.

EXHIBIT “B”

PROJECT SCHEDULE

Contractor shall perform the Services as needed, on a scheduled day and time agreed on between both parties. The time limits established by the parties shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

EXHIBIT "C"

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signature

Printed name



STAFF REPORT

A15 Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: November 18, 2025
SUBJECT: REVIEW AND APPROVAL OF THE 2026 SERVICE AGREEMENT WITH PRICE ELECTRIC, INC

Recommendation

Staff recommends the review/approval of the PRICE ELECTRIC, INC. Price Electric is one of several electrical contractors that provide electrical repair services at various parks properties and facilities. Total amount of service agreement not to exceed: \$20,000. Funding sources to pay for these services will be 2211-18-185000-53610 NR (TLRC), 2204-18-187202-5360 GF (Winslow), 2204-18-187208-53650 GF (Olcott), 2204-18-187001-53610 GF (TLSP), 2204-18-182001 GF (Bryan), 2204-18-182002-53610 GF (Mills), 2204-18-182500-53610 GF (FSC), 2204-18-1835000-53610 GF (Golf); 2204-18-189006-53610 GF (SYP), and 2204-18-189000-53650 (Operation Division).

Background

Price Electric, INC is a locally owned and operated company and one of several electrical contractors Park works with throughout the year. Parks has utilized services provided by Price Electric for many years, and staff are appreciative of their quick and efficient response to our needs.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Daren Eads".

Daren Eads
Sports Facility Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Price Electric, Inc

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and Price Electric, Inc (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”) at parks properties and facilities. Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way.
 - d. Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Twenty Thousand (\$20,000.00) Dollars. Contractor shall provide electrical service work, on an as needed basis, at an hourly rate of Ninety Five Dollars (\$95) plus materials Monday-Friday 7:00am to 3:00pm and all other times for an afterhours and emergencies price of One Hundred Forty Two Dollars and Fifty Cents (\$142.50). When required, Contractor will charge a Bucket Truck Fee of One

Thousand Two Hundred Dollars (\$1,200.00) per day. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Daren Eads, City of Bloomington, PO Box 848 Bloomington, IN 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 and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such 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.
5. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
6. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
7. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
8. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
9. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City 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.

10. Independent Contractor Status. Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its 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.

11. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 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.
- 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.
- 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.
- 16. Assignment.** Neither the City nor the Contractor may 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.
- 17. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 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.
- 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City

Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.

21. E-Verify. Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "C"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.

22. Non-Collusion. Contractor certifies 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.

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

TO CITY:	TO CONTRACTOR:
City of Bloomington	Price Electric, Inc
Attn: Daren Eads, Project Manager	Attn: Phoebe Fuller
PO Box 848	724 E. Thornton Drive
Bloomington, IN 47404	Bloomington, IN 47401
eadsd@bloomington.in.gov	pfuller@priceelectricinc.com

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

24. Integration and Modification. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- This Agreement
- All Exhibits.
- All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be

given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

25. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

26. Living Wage Ordinance. Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit “D”**. Contractor shall post the Living Wage Poster provided to Contractor by the City Legal Department in prominent areas of Contractor’s facilities frequented by their covered employees.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

[Signatures are on the following page.]

**Signatures on this page are associated with the “AGREEMENT FOR SERVICES between
The City of Bloomington Parks and Recreation Department and Price Electric, Inc**

**CITY OF BLOOMINGTON
BY:**

PRICE ELECTRIC, INC
BY:

Signature DATED

Tim Street, Director DATED

Printed Name

Margie Rice, Corporation Counsel DATED

Title

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following: Contractor shall provide electrical service work, on an as needed basis, at an hourly rate of Ninety Five Dollars (\$95) plus materials. Contractor will repair, adjust, and/or replace lighting and electrical components at City park properties and facilities for a set price per hour Monday-Friday 7:00am to 3:00pm and all other times for an afterhours and emergencies price of One Hundred Forty Two Dollars and Fifty Cents (\$142.50). Types of lighting components are interior and exterior lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contactors. Contractor may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. When required, contractor will charge the Parks Department a Bucket Truck Fee of One Thousand Two Hundred Dollars (\$1,200.00) per day.

EXHIBIT “B”

PROJECT SCHEDULE

Scheduled work will be performed on days and times agreed upon by parks management and the contractor.

EXHIBIT "C"

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signature

Printed name

EXHIBIT "D"

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

1. The undersigned is the _____ of the Contractor.
(job title)
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.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: _____

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage, which is set forth at <https://bloomington.in.gov/business/living-wage>.

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.

Signature

Printed name



STAFF REPORT

A16

Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: **Board of Park Commissioners**
FROM: **Julie Ramey, Community Relations Manager**
DATE: **November 18, 2025**
SUBJECT: **2026 Service Agreement with Everywhere Signs**

Recommendation

Staff recommends approval of the service agreement with Everywhere Signs, a locally owned sign design, fabrication and installation company, to provide sign installation services on an as-needed basis in 2025. Total amount is not to exceed \$3,000. Invoices utilizing this service agreement will be paid from GF 2204-18-181100-53990.

Background

Everywhere Signs is a reliable local business that has provided sign fabrication and installation services for the department over the past several years. While some of the department's interpretive, directional, and advertising signs and banners are installed by department staff, there are occasions when Everywhere Signs has superior knowledge, expertise, and/or resources to do the installation themselves. Everywhere Signs can be called upon on an as-needed basis.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Julie Ramey".

Julie Ramey, Community Relations Manager

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
EVERYWHERE SIGNS, LLC

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and EVERYWHERE SIGNS LLC (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of DECEMBER, 2026.
 - c. Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed three thousand dollars (\$3,000). Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Julie Ramey, City of Bloomington, 401 N. Morton St. Ste. 250, Bloomington, IN 47404 or rameyj@bloomington.in.gov. 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 and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank.]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such 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.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City 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.
11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its 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.

12. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days.

Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 14. 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.
- 15. 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.
- 16. 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.
- 17. Assignment.** Neither the City nor the Contractor may 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.
- 18. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. 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.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such

prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

- 21. 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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 22. E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.
- 23. Non-Collusion.** Contractor certifies 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.
- 24. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:	TO CONTRACTOR:
City of Bloomington	Everywhere Signs, LLC
Attn: Julie Ramey, Project Manager	Attn: Greg Elgar
401 N. Morton St. Ste. 250	2630 N. Walnut St.
Bloomington, IN 47404	Bloomington, IN 47404
Email: rameyj@bloomington.in.gov	E-mail: officemanagereverywheresigns@gmail.com

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

- 25. Integration and Modification.** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:
 - a. This Agreement
 - b. All Exhibits.
 - c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

26. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

[Signatures are on the following page.]

Signatures on this page are associated with the “AGREEMENT FOR SERVICES between The City of Bloomington Parks and Recreation Department and Everywhere Signs, LLC.

CITY OF BLOOMINGTON
BY:

Kathleen Mills, Chair
Board of Park Commissioners

DATED

EVERYWHERE SIGNS, LLC
BY:

Signature

DATE

Tim Street, Director

DATED

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Fabrication and installation of signs and banners on City property, on an as-needed basis.

EXHIBIT “B”

PROJECT SCHEDULE

On-site sign and banner fabrication and installation services provided on an as-needed basis in 2026.

EXHIBIT “C”

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signature

Printed name



STAFF REPORT

A17

Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: **Board of Park Commissioners**
FROM: **Julie Ramey, Community Relations Manager**
DATE: **November 18, 2025**
SUBJECT: **2026 Service Agreement with Winslow Ranch Marketing**

Recommendation

Staff recommends approval of a Service Agreement for on-site video, photography, and social media management services. The total amount is not to exceed \$1,000.

Funding source: General Fund: 2204-18-181100-53990

These services will be provided on an as-needed basis.

Background

Parks and Recreation Community Relations staff attend Parks events and programs to acquire quality digital photos and video for use in marketing and promotions. Occasionally, staff is not available to do on-site social media management, or to take photos and videos. In these instances, Winslow Ranch Marketing, a reliable and professional local business that specializes in digital marketing and content creation, can step in. Winslow Ranch Marketing has provided superior video and social media management content for Parks social media channels in the past.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Julie Ramey". The signature is fluid and cursive, with "Julie" on the top line and "Ramey" on the bottom line.

Julie Ramey, Community Relations Manager

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
WINSLOW RANCH MARKETING LLC

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and WINSLOW RANCH MARKETING LLC (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit A** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of DECEMBER, 2026.
 - c. Renewal.** This Agreement may be renewed for two (2) additional one-year terms so long as none of the terms and conditions herein are modified in any way.
 - d. Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed ONE THOUSAND (\$1,000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Julie Ramey, City of Bloomington, 401 N. Morton St. Ste. 250, Bloomington IN 47404 or rameyj@bloomington.in.gov. 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 and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank.]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such 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.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit “B”**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City 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.
11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely

responsible for the payment and reporting of its 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.

12. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation

of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 14. 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.
- 15. 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.
- 16. 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.
- 17. Assignment.** Neither the City nor the Contractor may 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.
- 18. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. 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.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such

prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

- 21. 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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 22. E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.
- 23. Non-Collusion.** Contractor certifies 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.
- 24. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:	TO CONTRACTOR:
City of Bloomington	Winslow Ranch Marketing
Attn: Julie Ramey, Project Manager	Attn: Torry Hamilton
401 N. Morton St. Ste. 250	991 E. Winslow Rd
Bloomington, IN 47404	Bloomington, IN 47401
rameyj@bloomington.in.gov	E-mail: cowboss@winslowranch.com

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

- 25. Integration and Modification.** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:
 - a. This Agreement
 - b. All Exhibits.
 - c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

- 26. Intent and Authority to Bind.** This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their

successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

[Signatures are on the following page.]

**Signatures on this page are associated with the “AGREEMENT FOR SERVICES between
The City of Bloomington Parks and Recreation Department and WINSLOW RANCH
MARKETING, LLC”**

**CITY OF BLOOMINGTON
BY:**

Kathleen Mills, Chair
Board

DATED

Tim Street, Director

DATED

**WINSLOW RANCH MARKETING
BY:**

Signature

DATED

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

On-site provision of photography, and video acquisition and production services, and social media management on an as-needed basis.

EXHIBIT “B”

PROJECT SCHEDULE

On-site photography, and video acquisition and social media management services will be provided on an as-needed basis in 2026.

EXHIBIT “C”

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signature

Printed name



STAFF REPORT

A18

Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: **Board of Park Commissioners**
FROM: **Julie Ramey, Community Relations Manager**
DATE: **November 18, 2025**
SUBJECT: **2026 Service Agreement with The Production House**

Recommendation

Staff recommends approval of the service agreement with The Production House, a locally owned multimedia production and design company, to provide digital video and audio acquisition, editing, and production services on an as-needed basis in 2025. Total amount is not to exceed \$3,000. Invoices utilizing this service agreement will be paid from GF 2204-18-181100-53990.

Background

The Production House is a reliable and professional local business that has provided superior service and final products for the department over the past several years. The department plans to submit an application in 2026 for the National Recreation and Park Association's Gold Medal Award for Excellence, and if selected as a finalist the department will be required to produce a video that comprehensively highlights our facilities, programs and services. The Production House produced the winning Gold Medal video for the Department in 2018.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Julie Ramey". The signature is fluid and cursive, with "Julie" on the top line and "Ramey" on the bottom line.

Julie Ramey, Community Relations Manager

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
THE PRODUCTION HOUSE

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and THE PRODUCTION HOUSE (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of DECEMBER, 2026.
 - c. Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed THREE THOUSAND (\$3000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Julie Ramey, City of Bloomington, 401 N. Morton St. Ste. 250, Bloomington IN 47404 or rameyj@bloomington.in.gov. 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 and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank.]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such 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.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit “B”**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City 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.
11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely

responsible for the payment and reporting of its 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.

12. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation

of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 14. 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.
- 15. 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.
- 16. 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.
- 17. Assignment.** Neither the City nor the Contractor may 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.
- 18. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. 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.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such

prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

- 21. 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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 22. E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.
- 23. Non-Collusion.** Contractor certifies 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.
- 24. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:	TO CONTRACTOR:
City of Bloomington	The Production House
Attn: Julie Ramey , Project Manager	Attn: Wes Lasher
401 N. Morton St. Ste. 250	1403 S. Washington St.
Bloomington, IN 47404	Bloomington, IN 47401
rameyj@bloomington.in.gov	E-mail: wes@productionhousevideo.com

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

- 25. Integration and Modification.** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:
 - a. This Agreement
 - b. All Exhibits.
 - c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

26. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

[Signatures are on the following page.]

Signatures on this page are associated with the “AGREEMENT FOR SERVICES between The City of Bloomington Parks and Recreation Department and The Production House.

**CITY OF BLOOMINGTON
BY:**

**THE PRODUCTION HOUSE
BY:**

Signature DATED

Tim Street, Director DATED

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Onsite video and audio acquisition and editing as needed for Parks and Recreation digital promotional content.

EXHIBIT “B”

PROJECT SCHEDULE

On-site video and audio acquisition provided on an as-needed basis in 2026.

EXHIBIT “C”

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

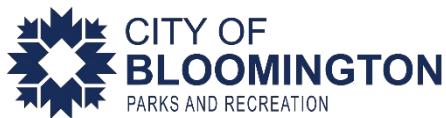
The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signature

Printed name



STAFF REPORT

A19 Agenda item

Admin. Approval: TS
Date: 11/12/25

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: November 18, 2025
SUBJECT: RENEWAL CONTRACT FOR SERVICES WITH SKIP DALEY

Recommendation

Staff recommends approval of the contract with Skip Daley for the Bloomington Parks and Recreation's Bloomington Trivia Championship Series held at Switchyard Park for an amount not to exceed \$2,700. Funds will come from account 2211-18-186500-53990.

Background

Bloomington Parks and Recreation will be contracting with Skip Daley who will coordinate all aspects of 7 trivia events held by the department. Skip has helped coordinate a series of trivia events for the department for the last six years. We are happy with his work and look forward to working with him again this year.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Bill Ream".

Bill Ream, Community Events Coordinator

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

The City of Bloomington Department of Parks and Recreation (“Department”) and Skip Daley (“Contractor”) wish to enter into this *Renewal Agreement Between the City Of Bloomington Parks And Recreation Department and Skip Daley* (“Renewal Agreement”), and in support state:

A. The Department and Contractor entered into their *Agreement Between the City of Bloomington Parks and Recreation Department and Skip Daley* (“Agreement”) on or about 12/10/2024.

B. Article 25 of the Agreement provides:

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

C. The Agreement expires on 12/31/2025.

D. The Department and Contractor both wish to renew the Agreement.

NOW, THEREFORE, intending to be bound, the Department and the Contractor agree as follows:

The Agreement, included as Attachment A and incorporated into this Renewal Agreement by reference, is hereby renewed pursuant to Article 25. This is the 1st renewal of the original contract. The terms and conditions of the Agreement shall remain unmodified with the exception that the termination date of the Agreement under Article 1 shall be renewed through and including 12/21/2026.

The Parties have executed this Agreement on the _____ day of _____, 2025.

CITY OF BLOOMINGTON

Tim Street, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

SKIP DALEY

Signature

Print Name

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
SKIP DALEY**

This Agreement, entered into on the last date indicated on the signature lines below by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Skip Daley ("Contractor").

Article 1. Scope of Services. Contractor shall coordinate all aspects of seven (7) trivia nights offered by Bloomington Parks and Recreation ("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 12/31/24, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Bill Ream as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation. The Department shall pay Contractor for all fees and expenses in an amount not to exceed two thousand seven hundred dollars (\$2,700). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington Parks and Recreation, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule. Contractor shall perform the Services according to the following schedule: January 17, March 14, May 2, July 18, September 4, November 7, and December 5.

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"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability providing coverage for all owned, hired and non-owned autos (The limit of liability required is \$1,000,000 each accident); C. Workers Compensation and Employers Liability

(only if statutorily required for Service Provider- The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee; and D. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. 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 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 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

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

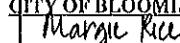
Department: City of Bloomington Parks and Recreation, Attn: Bill Ream, 401 N. Morton Suite 250, Bloomington, IN 47404. Contractor: Sldp Daley, 1501 W Edinburgh Rd., Bloomington, IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

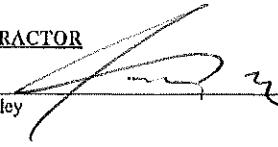
Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral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

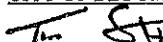
Article 24. Non-Collusion. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making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

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

[Signatures are on the following page.]

Signed by:
CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel
70B1E031E43EAC6
12/1/2024
DATE

CONTRACTOR

Skip Daley
01/17/25
DATE

CITY OF BLOOMINGTON PARKS AND RECREATION

Tim Street, Director
Parks and Recreation Department
12/10/24
DATE


Kathleen Mills, President
Board of Park Commissioners
12-10-24
DATE

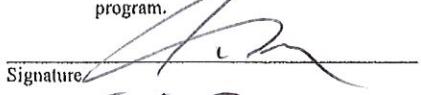
EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
COUNTY OF Monroe)
SS:

AFFIDAVIT

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

1. The undersigned is the Host of True with Shop (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 J S DALEY

STATE OF INDIANA)
COUNTY OF _____)
SS:

Before me, a Notary Public in and for said County and State, personally appeared James Daley, and acknowledged the execution of the foregoing this 17th day of January, 2025

Tiffany L. Hall
Notary Public's Signature

Printed Name of Notary Public



EXHIBIT B

STATE OF IN)
COUNTY OF Monroe) SS:

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this 17 day of January, 2024.

By: SS Daley

SS Daley 01/17/25

STATE OF _____)
COUNTY OF _____) SS:

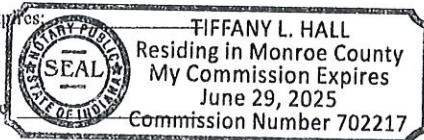
Before me, a Notary Public in and for said County and State, personally appeared James Daley and acknowledged the execution of the foregoing this 17th day of January, 2024.

Hillary H. Hall
Notary Public's Signature

My Commission Expires:

County of Residence:

Printed Name of Notary Public





STAFF REPORT

A20 Agenda item

Admin. Approval: TS
Date: 11/5/26

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: November 18, 2025
SUBJECT: CONCESSIONS AGREEMENT

Recommendation

Staff recommends the approval of the 2026 Concessions Agreement for various events.

Bloomington Parks and Recreation will be inviting food vendors to sell their products onsite at various events and programs throughout 2026. These vendors will be required to pay the department 10% of their gross sales from the day or an agreed upon flat fee. Revenue from concession agreements will go into various account lines including 2211-18-186500-43270.

Background

We have been using this type of agreement for several years. It has worked well and the vendors are agreeable to the fee.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Bill Ream".

Bill Ream, Community Events Coordinator



CONCESSIONS AGREEMENT

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

WHEREAS, the undersigned, _____ (hereinafter "Concessionaire") desires to sell concessions at the _____ event held at _____ on the date(s) of _____, 2026 and at such other times as have been pre-approved by Parks;

NOW, THEREFORE, in consideration for permission from Parks to sell concessions at the _____ event held at _____ on the date(s) of _____, 2026 and at such other times as have been pre-approved by Parks, Concessionaire agrees to the following terms and conditions:

1. Concessionaire shall obtain all necessary permits from the Monroe County Health Department and from any and all other controlling agencies or boards prior to selling concessions.
2. Concessionaire shall abide by federal, state and local laws and ordinances, which pertain to such sales and related activities.
3. This Agreement is for the above date(s) only.
4. Concessionaire agrees to vacate the area by _____ on _____, 2026 and remove all personal items and equipment. Concessionaire must clean litter and debris before leaving, or will be subject to a fine of Fifty Dollars (\$50.00) for violation of Bloomington Municipal Code 6.06.020.
5. Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department, and its employees, officers, agents and assigns from any and all claims, causes of action, suits, proceedings or demands that may arise from or in any way are connected to Concessionaire's activities under this agreement, which include, but are not limited to, sales of concessions, use of related equipment, and location of the concession stand/trailer. This release, hold-harmless and indemnification includes claims, which may be brought by any third party against the City of Bloomington and its related entities as set forth above. Concessionaire agrees

that this release is binding upon him/herself, his/her agents, and his/her heirs, successors and assigns.

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

- A. Commercial General Liability Insurance.

- i. \$1,000,000 each occurrence
 - ii. \$1,000,000 for personal injury and advertising injury: \$
 - iii. \$2,000,000 products and completed operations aggregate
 - iv. \$2,000,000 general aggregate

- b. Automobile Liability providing coverage for all owned, hired and non-owned autos at \$1,000,000 for each accident.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as additional insured under General Liability and Automobile policies. 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.

Concessionaire shall provide a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

7. Concessionaire agrees to pay 10% of their gross sales at the event or an agreed upon flat rate to Parks for the right to sell on above mentioned date(s). Fee will be collected at the end of the event before the Concessionaire leaves the site or at a later time as agreed upon by both parties. The Fee is not refundable nor transferable.
8. Concessionaire agrees that this Agreement will be terminated on or before December 31, 2026.
9. In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear the expense of such litigation, including, but not limited to court costs and reasonable attorney's fees. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.

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

Bloomington Parks and Recreation:

Staff Member: _____

401 N Morton Street, Suite 250
Bloomington IN 47404

Phone Number: _____

Email: _____

Concessionaire:

Name: _____

Address: _____

Phone Number: _____

Email: _____

CONCESSIONAIRE:

Concessionaire Signature

Date

CITY OF BLOOMINGTON PARKS & RECREATION:

Tim Street, Director, Parks & Recreation

Date

Kathleen Mills, President, Board of Park Commissioners

Date



STAFF REPORT

A21 Agenda item

Admin. Approval: TS
Date: 11/5/25

TO: Board of Park Commissioners
FROM: Rebecca Swift, Operations & Development Division Director
DATE: Nov 18, 2025
SUBJECT: REVIEW/APPROVAL CONTRACT ADDENDUM WITH E&B PAVING
FOR ASPAHLT REPAIRS AT GRIFFY LAKE NATURE PRESERVE

Recommendation

Staff recommends approval of this contract addendum with E&B Paving to cover additional scope of work for the asphalt improvements at Griffy Lake Nature Preserve.

Amount: \$3,600

Funding source: 4655-18-18018B-54510

Background

This addendum provides additional funding for asphalt repairs at the main parking lot entrance of Griffy Lake Nature Preserve. During the removal of the railroad ties from the center of the driveway, staff identified an average 4-inch elevation difference between the outbound and inbound lanes. To correct this issue and maintain ADA compliance for the adjacent walk path, E&B Paving will mill and patch approximately 40 tons of asphalt along the outbound lane to match the crown elevation of the inbound lane.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Rebecca Swift".

Rebecca Swift,
Operations & Development Division Director

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
E&B PAVING, INC.
FOR
ASPHALT REPAIRS**

(Entered in this _____ day of _____, 2025)

WHEREAS, the City of Bloomington Department of Parks and Recreation (the “Department”) and E&B Paving, INC. (“Contractor”) entered into an Agreement in August 2025 to make asphalt improvements around various park properties, including the main parking lot entrance at Griffy Lake Nature Preserve.; and

WHEREAS, the Contractor and Department have agreed on an additional scope and fee to remedy accessibility issues discovered while working at the site; and

WHEREAS, the Contractor will mill and patch the outbound lane to the same crown elevation as the inbound lane to keep the walkway in compliance with cross-slope requirements of the Americans with Disabilities Act; and

WHEREAS, the Department wishes to have this work done; and

WHEREAS, the Contractor is in agreement with this addendum; and

WHEREAS, pursuant to Paragraph 5.11.01 of said Agreement, the Agreement may be amended only by written instrument signed by both City and Contractor.

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

Article 3. Compensation: To amend the Agreement to reflect an additional charge of not to exceed three thousand six hundred dollars (\$3,600), bringing the total not-to-exceed contract amount to one hundred sixty nine thousand three hundred fifty dollars (\$169,350).

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

CITY OF BLOOMINGTON

E&B Paving, INC.

Tim Street, Director
Parks and Recreation Department

Signature

Kathleen Mills, Park Board President
Board of Park Commissioners

Name, Title

Margie Rice, Corporation Counsel



STAFF REPORT

B1 Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: November 18, 2025
SUBJECT: BRAVO AWARD – Eli McCormick

Recommendation

Staff recommends Eli McCormick for the November Bravo Award.

Background

I would like to recognize Eli McCormick with the following, courtesy of Gillian Field.

“Eli is a fantastic volunteer with the Urban Greenspace team. His dedication to his Adopt-a-Greenspace role, and his former role as a Park Ambassador at RCA Community Park, have provided the opportunity for many hours of thoughtful observation, action steps, and help to our parks staff and native habitat.

Eli has targeted Asian bush honeysuckle, garlic mustard, and purple wintercreeper for invasive species control and has offered mentorship to many volunteers during our group events. In addition to caring for RCA Community Park, Eli attends Weed Wrangles at Lower Cascades Park and the Bloomington Rail Trail frequently, as well as tree planting events whenever he can. He brings his positive attitude and sense of humor to every event he attends and is undaunted by the effort we share together.”

We are very grateful for volunteers like Eli who encourage others and bring more than they take away. Thank you!

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Emily Buuck".

Emily Buuck, Community Relations Coordinator



STAFF REPORT

B2

Agenda item

Admin. Approval: TS
Date: 11/12/25

TO: **Board of Park Commissioners**
FROM: **Aaron Biggs, Recreation Services General Manager**
DATE: **November 18, 2025**
SUBJECT: **Staff Introduction**

Background

My name is Aaron Biggs and I am the new Recreation Services General Manager for the Parks & Recreation Department. I am excited to return to a place that played a foundational role in my career.

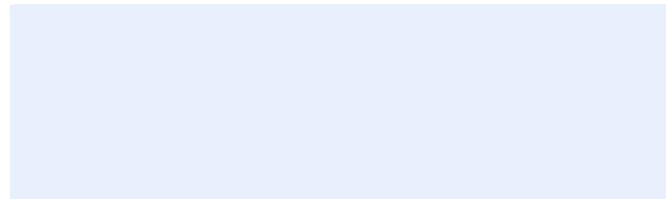
Having grown up in Northwest, IN, I pursued my passion for recreation at Indiana University Bloomington, where I earned my Bachelor of Science in Recreation Sport Management. My journey with this department began as an intern, where I had the privilege of helping with the reopening of the Twin Lakes Recreation Center, before taking on the role of Staff Assistant of Operations.

My career has since provided me with diverse experience, including almost five years as the Guest Services Manager at the IU Auditorium, nearly three years as the Director of Guest Experience at the Indiana State Fairgrounds & Event Center, and most recently, five years as the Director of Retail & Hospitality for the Chocolate Moose Company.

I am excited to be back with Bloomington Parks & Recreation and to continue my career where it all started. I look forward to continuing to provide exceptional recreational opportunities and experiences for our community.

Thank you,
Aaron Biggs

RESPECTFULLY SUBMITTED,



Aaron Biggs, Recreation Services General Manager

March 2025



STAFF REPORT

C1	Agenda item	Admin. Approval: TS Date: 11/4/25
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TO: **Board of Park Commissioners**
FROM: **Amy Leyenbeck, Operations Coordinator**
DATE: **November 18, 2025**
SUBJECT: **B&L Sheet Metal Large fan install at Switchyard Maintenance Building.**

Recommendation

Staff recommends approval of the contract with B&L Sheet Metal to install High volume low speed fans at Switchyard maintenance building, not to exceed \$20,575 from funding sources 2209-04-040000-53960 (\$15,588.01) and 2204-18-184000-53990 (\$5,016.99).

Background

The Switchyard Park Maintenance Building Phase 3 Audit Report prepared by Donovan Energy identified the benefits of installing high volume low speed fans to improve interior circulation and lower energy costs. B&L Sheet Metal has installed these type of fans in other park facilities and they perform quality work whenever we have contracted with them in the past.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Amy Leyenbeck".

Amy Leyenbeck, Operations Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
B&L Sheet Metal and Roofing, INC

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and B&L Sheet Metal and Roofing, INC (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 28th day of February, 2026.
 - c. Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed twenty thousand, five hundred and seventy five (\$20,575.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator], City of Bloomington, PO BOX 848 Bloomington, IN 47402, amy.leyenbeck@bloomington.in.gov. 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 and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any

unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank.]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such 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.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B".** The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City 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.
11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its 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.

12. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 14. 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.
- 15. 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.
- 16. 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.
- 17. Assignment.** Neither the City nor the Contractor may 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.
- 18. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. 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.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

21. 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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.

22. E-Verify. Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.

23. Non-Collusion. Contractor certifies 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.

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

TO CITY:

City of Bloomington	
Attn: Amy Leyenbeck, Operations Coordinator	Attn: Adam Holden, Service Manager
	1301 North Monroe St. Bloomington 47404
	812-332-4309
Amy.leyenbeck@bloomington.in.gov	E-mail: AHolden@tectaamerica.com

TO CONTRACTOR:

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

25. Integration and Modification. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- a. This Agreement
- b. All Exhibits.
- c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

26. Living Wage Ordinance. Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit “D”**. Contractor shall post the Living Wage

Poster provided to Contractor by the City Legal Department in prominent areas of Contractor's facilities frequented by their covered employees.

27. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

[Signatures are on the following page.]

Signatures on this page are associated with the “AGREEMENT FOR SERVICES between The City of Bloomington Parks and Recreation Department and B&L Sheet Metal and Roofing, INC.”

**CITY OF BLOOMINGTON
BY:**

B&L Sheet Metal and Roofing, INC
BY:

Kathleen Mills, Chair
Board of Park Commissioners

Signature DATED

Tim Street, Director DATED

Printed Name

Margie Rice, Corporation Counsel DATED

Title

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following:

Based upon the Switchyard Park Maintenance Building Phase 3 Audit Report prepared by Donovan Energy, the following proposal is provided to supply and install a high volume low speed (HVLS) fan to assist in greater interior circulation.

The proposed HVLS fan, NC Bundle Essence, wired, 14' diameter, black/silver, 100-125V/1PH, Universal Mount w/4' extension and wired wall controller, manufactured by "Big Ass Fans", is virtually silent and comes with a variety of control options.

Warranty: 10 years mechanical; 5 years electrical; 1 year labor

Lead time: 14 days

Scope of Work:

*Setup safety protocols

*Run new electrical from electric panel to new fan & wall control

*Supply and install (1) new 14' Essence HVLS fan assembly in accordance with manufacturer guidelines

*Supply lifts and equipment

*Clean up

*Provide 2 year contractor warranty

EXHIBIT “B”

PROJECT SCHEDULE

Contractor can begin as soon as contract is fully executed and must complete the project before February 28th, 2026.

EXHIBIT “C”

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signature

Printed name

EXHIBIT “D”

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

1. The undersigned is the _____ of the Contractor.
(job title)
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.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: _____

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage, which is set forth at <https://bloomington.in.gov/business/living-wage>.

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.

Signature

Printed name



STAFF REPORT

C2 Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: Board of Park Commissioners
FROM: Amy Leyenbeck
DATE: November 18, 2025
SUBJECT: 2026 Service Agreement with Harrell Fish, Inc.

Recommendation

Staff recommends approving a service agreement with Harrell Fish, Inc not to exceed \$15,000, for funding sources: 2204-18-18:

9000-53650; 9006-53610; 9500-53990;
7202-5361; 7208-5365; 7001-5361; 2001-5361; 2002-5361; 2500-5361;

2211-18-185000-5361

Background

Harrell Fish Inc is an approved vendor that performs quality work on City HVAC and plumbing components and it greatly benefits the department to have a service agreement with this vendor in place, so that repairs can take place quickly as needed throughout the year.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Amy Leyenbeck".

Amy Leyenbeck, Operations Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Harrell Fish Inc.

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and **Harrell Fish Inc** (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed fifteen thousand (\$15,000.00) Dollars. Services will be provided at an hourly rate of \$107.00, Monday-Friday 7:00am to 3:30pm and all other times for an after-hours rate of \$116/hr plus any additional cost for parts and materials. Contractor shall inspect back flow prevention devices at a rate of \$140 per device. Repairs requiring more immediate action (emergencies), may be billed at an hourly rate of \$116. Holiday call out/double time hourly rate will be \$160. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator, City of Bloomington, PO BOX 848

Bloomington, IN 47402, amy.leyenbeck@bloomington.in.gov. 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 and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank.]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor’s work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such 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.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City’s Project Manager shall act on the City’s behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit “B”**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
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12. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 14. 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.
- 15. 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.
- 16. 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.
- 17. Assignment.** Neither the City nor the Contractor may 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.
- 18. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. 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.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources

department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

21. 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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.

22. E-Verify. Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.

23. Non-Collusion. Contractor certifies 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.

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

TO CITY:	TO CONTRACTOR:
City of Bloomington	
Attn: Amy Leyenbeck, Operations Coordinator	Attn: Jeff Miller, President
	E-mail: jmiller@harrell-fish.com

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

25. Integration and Modification. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- a. This Agreement
- b. All Exhibits.
- c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

26. Living Wage Ordinance. Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit “D”**. Contractor shall post the Living Wage Poster provided to Contractor by the City Legal Department in prominent areas of Contractor’s facilities frequented by their covered employees.

27. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

[Signatures are on the following page.]

Signatures on this page are associated with the “AGREEMENT FOR SERVICES between The City of Bloomington Parks and Recreation Department and Harrell Fish Inc.”

**CITY OF BLOOMINGTON
BY:**

Harrell Fish Inc.

BY:

Kathleen Mills, Chair
Board of Park Commissioners

Signature DATED

Tim Street, Director DATED

Jeff Miller

Margie Rice, Corporation Counsel DATED

President

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: Contractor will repair, adjust, and/or replace heating, ventilation and cooling components at city park properties and facilities at an hourly rate of \$107.00, Monday-Friday 7:00am to 3:30pm and all other times for an after-hours rate of \$116/hr plus any additional cost for parts and materials. Contractor shall inspect back flow prevention devices at a rate of \$140 per device. Parks department would give the contractor at least two day notice on repairs. Repairs requiring more immediate action (emergencies), may be billed at an hourly rate of \$116. Holiday call out/double time hourly rate will be \$160. Types of HVAC components are: blower motors, thermostats, gas valves, filters and control boards. Specific scopes of work will be approved by the City before work begins.

EXHIBIT “B”

PROJECT SCHEDULE

Work will be performed as needed through the year.

EXHIBIT “C”

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signature

Printed name

EXHIBIT “D”

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

1. The undersigned is the _____ of the Contractor.
(job title)
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.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: _____

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage, which is set forth at <https://bloomington.in.gov/business/living-wage>.

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.

Signature

Printed name



STAFF REPORT

C3 Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: Board of Park Commissioners
FROM: Amy Leyenbeck
DATE: November 18, 2025
SUBJECT: 2026 Huston Electric Holding Corp Service Agreement

Recommendation

Staff recommends approving a service agreement with Huston Electric Holding not to exceed \$15,000.00 from funding sources: 2204-18-18:
9000-53650, 9501-53610, 9501-53990; 7202-53610; 7208-5365; 7001-53610; 2001-53610; 2002-53610;
2500-53610;

2211-18-185000-53610

Background

Huston Electric Holding Corp, formerly known as Cassady Electric, has performed quality work for the City for many years, and it benefits the department to have a service agreement so that repairs can take place as quickly as possible as needed throughout the year.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Amy Leyenbeck".

Amy Leyenbeck, Operations Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Huston Electric Holding CORP

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and [Huston Electric Holding CORP] (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed fifteen thousand (\$15,000.00) dollars. Services will be provided at an hourly rate of ninety five dollars (\$95) for a one person job and one hundred ninety (\$190) for a 2 person job plus materials. For service on Saturday the hourly rate shall be one hundred forty two dollars and fifty cents (\$142.50) for a one person job and plus any additional costs for parts and material and on Sunday one hundred ninety (\$190) for a one person job plus any additional costs for parts and material. When required Contractor will charge for a bucket truck fifty dollars (\$50) per day. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice

shall be sent to: Amy Leyenbeck, Operations Coordinator, City of Bloomington, PO BOX 848 Bloomington, IN 47402, amy.leyenbeck@bloomington.in.gov. 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 and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank.]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such 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.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City 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.

11. Independent Contractor Status. Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its 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.

12. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 14. 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.
- 15. 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.
- 16. 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.
- 17. Assignment.** Neither the City nor the Contractor may 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.
- 18. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. 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.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources

department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

21. 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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.

22. E-Verify. Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.

23. Non-Collusion. Contractor certifies 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.

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

TO CITY:	TO CONTRACTOR:
City of Bloomington	
Attn: Amy Leyenbeck, Operations Coordinator	Attn: Shawn Trendelman, Service Manager
	E-mail: Shawn.trendelman@cassadylelectric.com

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

25. Integration and Modification. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- a. This Agreement
- b. All Exhibits.
- c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be

given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

26. Living Wage Ordinance. Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit “D”**. Contractor shall post the Living Wage Poster provided to Contractor by the City Legal Department in prominent areas of Contractor’s facilities frequented by their covered employees.

27. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

[Signatures are on the following page.]

Signatures on this page are associated with the “AGREEMENT FOR SERVICES between The City of Bloomington Parks and Recreation Department and Huston Electric Holding CORP.”

CITY OF BLOOMINGTON
BY:

Kathleen Mills, Chair
Board of Park Commissioners

DATED

Tim Street, Director

DATED

Margie Rice, Corporation Counsel

DATED

Huston Electric Holding CORP
BY:

Signature

DATED

Shawn Trendelman

Service Manager

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: Contractor shall provide electrical service work, on an as needed basis at an hourly rate of ninety five dollars (\$95) for a one person job and one hundred ninety (\$190) for a 2 person job plus materials. For service on Saturday the hourly rate shall be one hundred forty two dollars and fifty cents (\$142.50) for a one person job and plus any additional costs for parts and material and on Sunday one hundred ninety (\$190) for a one person job plus any additional costs for parts and material. Parks department will give contractor a two (2) day notice on normal repairs. Types of lighting components are: LED pole lighting, HID pole lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contactors. Contractor may also charge the parks department for any equipment that they may have to rent in order to make the necessary repairs. When required contractor will charge the parks department a bucket truck fee of fifty dollars (\$50) per day. Specific scopes of work will be approved in writing by the department.

EXHIBIT “B”

PROJECT SCHEDULE

Contractor will complete work on an as-needed and as-approved basis.

EXHIBIT “C”

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signature

Printed name

EXHIBIT “D”

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

1. The undersigned is the _____ of the Contractor.
(job title)
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.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: _____

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage, which is set forth at <https://bloomington.in.gov/business/living-wage>.

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.

Signature

Printed name



STAFF REPORT

C4

Agenda item

Admin. Approval: TS
Date: 11/5/25

TO: **Board of Park Commissioners**
FROM: **Sarah Mullin, Community Gardening Coordinator**
DATE: **November 4, 2025**
SUBJECT: **REVIEW AND APPROVAL OF 2026 COMMUNITY GARDENING AGREEMENT**

Recommendation

Staff recommends approval of the 2026 Community Gardening Agreement

Total amount of contract: \$0.00

Funding source: 2211-18-186502-43270

Background

The purpose of this Agreement is to outline the responsibilities of any person who rents a garden plot at any of the Parks Department's three community garden sites (at Winslow Woods, Butler and Switchyard Parks).

In 2025, a total of 281 plots were available for rent, with some plots being rented by multiple participants as people came and went. 19 classes and events were offered to gardeners and the general public throughout the year.

Changes that have been made to the contract in 2026 are minimal.

RESPECTFULLY SUBMITTED,

A handwritten signature in blue ink that reads "Sarah S. Mullin".

Sarah Mullin, Community Gardening Coordinator

Gardener to keep p. 1-4 of this agreement for reference.

Garden and Plot #(s) -

2026 CITY OF BLOOMINGTON COMMUNITY GARDENING PROGRAM

GARDENER AGREEMENT

In order to participate in the 2026 City of Bloomington Parks and Recreation's Community Gardening Program (CGP) at the Willie Streeter Community Gardens at Winslow Woods, 2120 S. Highland Ave., Butler Park Community Gardens, 812 W. 9th St., or Switchyard Park Community Gardens, 1611 S. Rogers St., the gardener(s) agree(s) to the following by reading and signing below:

REGISTRATION

Returning gardeners in good standing from last season will be offered a two week window prior to open registration, where they have exclusive access to rental of the same plot(s) they gardened in 2025. During open registration, all unrented plots will be made available to the public on a first-come, first-served basis. (This includes new gardeners and returning gardeners in good standing who did not register early). To be "in good standing," a gardener must not have any outstanding maintenance fees or have had their plot reclaimed due to lack of maintenance last year.

In an effort to ensure all who want to participate in the community gardens have an opportunity, rental limits are in place. Returning gardeners from 2021 who rented multiple plots will be exempt from this clause and their multiple plot rental, in accordance with limits set in the 2021 Gardener Agreement, will be honored at least through the 2026 season. All other returning gardeners and any new gardeners will be limited to one plot per household prior to May 1. After May 1, additional plots may be rented, based on availability with the understanding that additional rentals will be available for the current season only. Any unreserved garden plots will be seeded in cover crops and unavailable to rent after August 1.

Gardeners register and pay for garden plots in the current season only. Fees are based on the plot size and materials needed to maintain the plot. Parks and Recreation staff shall decide the fees for each type of plot. Fees are used to offset direct costs of the CGP. No refunds on garden plots will be given unless the space is unused and can be assigned to another gardener. No refunds on abandoned garden plots will be given. Any refunds will be subject to a \$10 fee to cover administrative costs.

CONTACT INFORMATION AND COMMUNICATION

Contact the CGP staff by email at communitygardens@bloomington.in.gov, by phone at

(812) 349-3704, or in-person during posted and scheduled, weekly work days at the gardens. Email is the primary method of contact used by staff to communicate with gardeners. In certain cases, if staff cannot get in touch with the primary gardener, their plot may be reclaimed. Gardeners without access to email must indicate this on the CGP registration form. Notification of change of contact information must be given to Parks and Recreation by emailing or calling CGP staff within one week of making such a change.

GARDENING SEASON

Peak Season - The CGP peak season runs from the 2nd Monday in April through October 31. Weather and other unforeseen factors may delay the opening of the gardens or portions of a garden. Gardeners will be notified via e-mail and signs posted at the gardens if the opening is delayed. Maps showing rented plots with the last name of the gardener will be posted on the gate at each site and all garden plot numbers will be marked on a wooden stake located in each plot. Gardeners are responsible for maintaining their plot as soon as the gardens are open for the season or immediately upon rental (if renting after 2nd Monday in April). By Memorial Day, there should be marked progress toward a productive garden. This progress should include: at least half the plot under cultivation; plants established and cared for; path maintenance is carried out; weeds are being managed, etc. (see Section 5). If a rented plot does not show progress toward a productive garden by Memorial Day, it may be reclaimed and offered to someone else. The peak gardening season ends on October 31. All gardeners must have their plots cleared of all annual plants (see off-season exceptions below) and weeds and mulched (with leaves, straw or established cover crop) by this date. If the plot does not meet these requirements, the plot may be reclaimed and fees assessed. (See Section 5).

Off Season - The off-season is defined as November 1 through the 2nd Monday in April or upon the plot being rented by another gardener on or after February, 2027. Gardeners may choose to continue the use of their plot into the off-season provided that their plot is cleared of all weeds, all annual plants that are not cold-hardy, and that their plot is mulched and in full compliance of this agreement by October 31st. In addition, gardeners wishing to continue use of their plot into the off-season, must notify CGP staff in writing by October 15th. If staff is not notified, the plot may be cleared after October 31st. Before planting in the early spring of next season (prior to the 2nd Monday in April), the gardener must first renew their plot registration and notify CGP staff in writing.

In certain instances, plots may need to be taken out of rotation at the end/beginning of a season by CGP management to maintain the overall health of a garden. If this occurs, every effort will be made to replace that plot with a similar plot while maintaining the gardener's returning status.

GARDENING PRACTICES - SUPPORTING SOIL HEALTH

In an effort to improve soil health and support environmental resilience, all plots at all 3 garden sites are designated as organic methods only plots and no plots will be tilled. This means that the gardeners who rent plots agree to adhere to organic practices as defined in the CGP document entitled *Organic Method Guidelines*, available on our website. This also means that cultivation of the soil is up to the gardener and that low/no-till methods are encouraged. Garden staff will provide educational materials on no/low till gardening. Since no plots are tilled, all gardeners are permitted to garden during the off-season (November-April) provided that they meet the criteria above (see section 3).

MAINTENANCE

Garden Plots and Pathways - Gardeners must consistently maintain their plot throughout the garden season. Regular maintenance includes: regular weeding, harvesting ripe produce, and removing all spent or diseased plants. Gardeners are also responsible for maintaining the woodchip paths adjacent to their plot(s) by keeping them weeded, and refreshing with chips as needed. All paths, whether wood chips or turf, must be kept free of overgrowing plants, gardening supplies and equipment. CGP staff will provide wood chips for path maintenance. Gardeners are responsible for making arrangements for weeding, watering, and harvesting in their absence. Gardeners unable to utilize or maintain their plot(s) and paths

in the way described above, must contact CGP staff immediately. If contacted, CGP staff may be able to find a temporary solution until a gardener is able to continue maintaining the plot and paths.

Unmaintained/Abandoned Plots - CGP staff will contact gardeners renting unmaintained plots by email, unless another form of communication is indicated on the registration form. Those gardeners will be given one week from the initial email/communication attempt to comply with all requirements described in this agreement. If the gardener does not comply by the end of this one-week period, the plot will be considered abandoned and the gardener will give up the privilege to participate in the CGP for the remainder of the 2026 season and the primary gardener may be charged a \$30 maintenance fee. Additionally, any participating gardener who gives up their plot under these circumstances will be limited to the rental of one plot in the next season and may not rent that plot until May 1. If a gardener addresses a one-week maintenance request by the deadline, but subsequently leaves the plot unmaintained, the second maintenance request will have a 3 day deadline. A third request will have a 3 day deadline, too. Any further maintenance issues will result in immediate reclamation of the plot. CGP staff have the discretion to extend these deadlines if extenuating circumstances exist. If plots have invasive or seeding weeds, CGP staff have the right to enter the plot and remove the plants for the collective benefit of the gardens.

TURNING IN PLOTS/END OF SEASON

Gardeners can finish gardening and turn in their plot to CGP staff at any time without a maintenance fee penalty. If a plot is turned in prior to August 1, the garden plot may be re-rented and the original gardener will not have returning gardener status the following season. If a gardener sufficiently maintains/clears, and mulches their plot between August 1 and October 31 (See off season exceptions in Section 3) such that CGP staff does not need to do anything to the plot for the rest of the season, the gardener will be considered in good standing and may renew the same plot the following year. Gardeners must notify the CGP staff in writing/via email when turning in their plots any time prior to the end of the season, October 31. Any gardener leaving a plot so that CGP staff has to care for it in any way, may be charged a maintenance fee (see above) billed to the primary gardener and may be subject to the same restrictions as for an unmaintained or abandoned plot.

GARDEN HOURS

The gardens are open for use daily from dawn until dusk during gardening season.

TOOLS, TRELLISING AND OTHER MATERIALS

Gardeners are permitted to store tools, watering cans, or other materials they use in the regular maintenance of their plot during peak gardening season, as long as they are stored within the boundaries of their plot. Trellising, stakes, cages and other hardscaping materials are permitted for use, as long as the items are kept within the boundaries of that gardener's plot(s) and are utilized within two weeks of being placed in those plot(s). All items must be stored in a way that does not collect water for a period of time long enough to provide a habitat for mosquitoes. Any trellising or fencing must be constructed in a way that is safe for passersby (No sharp or pointed edges, etc.). The CGP is not responsible for missing/stolen tools or materials left on plots.

Communal tools are available for use during posted open shed hours. Tools are available on a first come, first served basis. Gardeners must clean and return tools to the storage shed in an orderly manner after use and prior to the end of open shed hours.

COMPOSTING

Plant material from garden plots may be composted in the bins provided at each garden. Signs will be posted indicating into which bins materials should be placed. Gardeners must not place any materials in the wooded areas at any garden. Compost bins are for items from CGP gardens only – No home kitchen scraps, yard waste, or other non-garden compostable items are allowed to be dropped off in CGP bins.

WATERING/HOSES

Water spigots are located at each garden site. When using hoses, gardeners must be careful not to damage other garden plots. When finished watering, turn off water at the source, untangle and neatly coil the hose on the hose hanger next to the spigot. Gardeners should notify staff if hoses or spigots are in need of repair.

GATES/FENCING/WILDLIFE IN GARDENS

Gardeners must close and latch the gates of the deer fenced perimeter when entering and exiting the gardens. CGP staff will make every effort to deter small animals such as rabbits from entering, however, it is not possible to exclude every animal from the garden. Please notify staff if you encounter pests or nesting wildlife.

In accordance with our policy to practice organic methods in the gardens, no rodent or pest poisons are allowed, unless approved by the Organic Materials Review Institute (OMRI). Gardener use of traps of any kind is prohibited. CGP use of live traps will be employed in extreme circumstances only, at the discretion of the CGP manager.

RESTRICTED AND PROHIBITED PLANTS

Cane fruit (raspberries, blackberries, etc.), grapevines, fruit trees, and other woody perennials are not allowed. Invasive plants including, but not limited to, *Artemisia vulgaris*/mugwort, wandering mint species (peppermint, spearmint, and perilla mint/shiso, etc.), comfrey, and any plant that multiplies in such a way (by seed, rhizome, etc.) as to overtake the plot/soil as a nuisance specimen will not be allowed. The CGP staff will, at their discretion, determine if plants are problematic, invasive, or otherwise prohibited by the State of Indiana, and therefore not appropriate for culture in a community gardening setting. Refer to the CGP document entitled *Restricted and Prohibited Plants* for more information.

TRASH

Gardeners must promptly remove any trash they generate, including empty plant pots and trays, from the garden area and dispose of it properly.

PETS

Pets are not allowed inside the fence at any garden sites due to food safety concerns and as a courtesy to other gardeners.

UNWELCOME/OFFENSIVE BEHAVIOR

Gardeners shall not engage in behavior that intimidating, bullying or harassing towards other gardeners or staff in connection with this Contract. The City of Bloomington CGP shall be solely responsible for determining when a Gardener's behavior violates this provision. If the CGP determines a Gardener has violated this provision, CGP reserves the right to issue a warning, terminate the contract, reclaim the Gardener's plot, and/or revoke the Gardener's returning status in the following program year. See the Bloomington Parks and Recreation Policy Manual for more information.

THEFT AND DAMAGE

Gardening in a public park comes with some risk. Gardeners should report any theft, vandalism, suspicious behavior or activity in the garden areas to CGP staff immediately. No person is permitted to remove anything from plots not rented by them. The City of Bloomington Parks and Recreation Department and staff, acting on behalf of the City, are not responsible for any damage to garden spaces, theft of produce or personal belongings in the vicinity of the gardens or elsewhere.

LIABILITY AND INDEMNIFICATION

The undersigned is an adult program participant, or is the parent or legal guardian of a program participant. The undersigned hereby states that s/he understands the activities that will take place in this program, 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) 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 and/or his/her parent or legal guardian shall be responsible for the cost of such treatment. The undersigned agrees to release, hold harmless, indemnify and defend the City of Bloomington, the Bloomington Parks and Recreation Department, its employees, agents, and assigns, from any claims including, but not limited to, personal injuries or damage to property caused by or having any relation to the activities covered by this contract, even if arising from the negligence of releases. It is understood that this release applies to any present or future injuries and that it binds the undersigned, 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.

LAW AND VENUE

This Agreement shall be interpreted and construed according to the laws of the State of Indiana and the venue of any dispute shall be Monroe County Circuit Court, Indiana.

Gardener to sign and return this page with registration form. Garden and Plot #(s) _____

Fee for Plot: _____

I, the undersigned, have read the City of Bloomington Parks and Recreation's Community Gardening Program Gardener Agreement and understand all of its terms. I agree with its terms and sign it voluntarily.

Primary Gardener, Printed Name

Primary Gardener, Signature

Date

Parent or Guardian, Printed
Name if Gardener is age 17 or
younger

Parent or Guardian,
Signature

Date

Margie Rice, Corporation Council

Date

Tim Street, Director

Date



STAFF REPORT

C5 Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: Board of Park Commissioners
FROM: Rebecca Swift, Operations & Development Division Director
DATE: November 18, 2025
SUBJECT: REVIEW/APPROVAL CONTRACT ADDENDUM WITH MILESTONE FOR RAIL TRAIL – ROGERS ST CROSSING PROJECT

Recommendation

Staff recommends approval of this contract addendum with Milestone Contractors, LP to cover additional scope of work for the Rail Trail – Rogers St. Crossing Project.

Amount: \$33,609.15 (Rounded up to \$33,610)

Funding source:

2204-18-189000-54310 - \$17,990.35

2211-18-189000-54310 - \$15,618.80 (this amount will be reimbursed to BPRD by the Monroe County Highway Department for their requested changes)

Background

This addendum provides additional funding to address unforeseen site conditions and scope additions identified during construction. The contractor encountered spongy subgrade soils that required additional undercutting and replacement. The revised scope also includes removal of all damaged pavement and the existing crosswalk, followed by restoration of the roadway centerline. Additionally, at the request of Monroe County, improvements to the existing stormwater infrastructure will be incorporated, including the installation of approximately 79 linear feet of new storm pipe along S. Rogers Street. Monroe County will reimburse the City for all work associated with the new stormwater pipe.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Rebecca Swift".

Rebecca Swift, Operations & Development Division Director

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
MILESTONE CONTRACTORS, LP
FOR
RAIL TRAIL – ROGERS ST CROSSING PROJECT**
(Entered in this _____ day of _____, 2025)

WHEREAS, the City of Bloomington Department of Parks and Recreation (the “Department”) and Milestone Contractors, LP. (“Consultant”) entered into an Agreement in 2025 to construct a new asphalt trail along Rogers St.; and

WHEREAS, the Department wishes to increase the contract compensation amount for the extra work required to be completed; and

WHEREAS, the Department wishes to have this work done; and

WHEREAS, the Consultant is in agreement with this addendum; and

WHEREAS, pursuant to Paragraph 5.11 of said Agreement, the Agreement may be amended only by written instrument signed by both Department and Consultant.

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

Article 3. Compensation: To amend the Agreement to reflect an additional charge of not to exceed thirty three thousand six hundred ten dollars (\$33,610), bringing the total not-to-exceed contract amount to two hundred forty five thousand eight hundred ninety dollars (\$245,890).

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

CITY OF BLOOMINGTON

MILESTONE CONTRACTORS, LP.

Tim Street, Director
Parks and Recreation Department

Signature

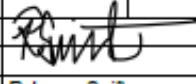
Kathleen Mills, Park Board President
Board of Park Commissioners

Name, Title

Margie Rice, Corporation Counsel

 Milestone Contractors, L.P. 3110 N Westbury Village DR Bloomington, IN 47404 Phone: (812) 330-2037 Fax: (812) 330-2118	<u>PCO Pricing Sheet</u>		Date: October 27, 2025
www.milestonelp.com			Pages: 1
<u>To:</u> Bloomington Parks and Recreation Attn: Rebecca Swift		<u>Project:</u> Rogers Street Trail Crossing Improvements	
		<u>Description:</u> undercuts	
<u>Est. No.</u>		<u>Ref:</u> Undercuts <u>Qty:</u> 68 CYS	
Labor: Total Labor Cost from Estimate Sheet: \$ 6,016.52			
Equipment: Total Equipment Cost from Estimate Sheet: \$ 3,468.16			
Material: Total Material Cost from Estimate Sheet: \$ 2,212.00			
Trucking: Total Trucking cost from Attached Sheets: \$ 2,440.00			
Subcontractor: Total Trucking cost from Attached Sheets: \$ - Subcontractor Subtotal: \$ - Subtotal: \$ 14,136.68			
Bond (.75% rate) 10% \$ 116.63 Labor Markup 10% \$ 601.65 Equipment Markup 10% \$ 346.82 Material Markup 10% \$ 221.20 Trucking Markup 10% \$ 244.00 Subcontract Markup 5% \$ - Total \$ 15,666.98			
Unit Price 230.3967001			
ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL. PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.			
Signature represents acceptance of this Proposal.			
Signed:			
Date:	October 27, 2025		
Terms:	Upon Receipt		
Submitted By:	Approved By: Jeff Phifer		
	Printed: Rebecca Swift Date: 10/28/2025 Date		

	Milestone Contractors, L.P. 3110 N Westbury Village DR Bloomington, IN 47404 Phone: (812) 330-2037 Fax: (812) 330-2118	PCO Pricing Sheet		Date: October 28, 2025	
	www.milestonelp.com			Pages: 1	
<u>To:</u>	Bloomington Parks and Recreation	<u>Project:</u>	Rogers Street		
Attn:	Rebecca Swift		Trail Crossing Improvements		
		<u>Description:</u>	Added Stomm		
<u>Est. No.</u>	CO# 2	<u>Ref:</u>	Added Stomm		
		<u>Qty:</u>	80 LFT		
Labor:					
Total Labor Cost from Estimate Sheet:					
					\$ 3,222.43
				Labor Subtotal	\$ 3,222.43
Equipment:					
Total Equipment Cost from Estimate Sheet:					
					\$ 920.13
				Equipment Subtotal	\$ 920.13
Material:					
Total Material Cost from Estimate Sheet:					
					\$ 8,471.65
				Material Subtotal	\$ 8,471.65
Trucking					
Total Trucking cost from Attached Sheets:					
Trucking					Trucking Subtotal \$ 1,479.00
Subcontractor					
Total Trucking cost from Attached Sheets:					
				Subcontractor Subtotal	\$ -
				Subtotal	\$ 14,093.21
				Bond (.75% rate)	10% \$ 116.27
				Labor Markup	10% \$ 322.24
				Equipment Markup	10% \$ 92.01
				Material Markup	10% \$ 847.17
				Trucking Markup	10% \$ 147.90
				Subcontract Markup	5% \$ -
				Total	\$ 15,618.80
				Unit Price	#VALUE!
ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.					
PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.					
Signature represents acceptance of this Proposal.					
<u>Signed:</u>					
<u>Date:</u>	October 28, 2025				
<u>Terms:</u>	Upon Receipt				
<u>Submitted By:</u>	<u>Approved By:</u>				
Jeff Phifer					
	<u>Printed:</u>				

	Milestone Contractors, L.P. 3110 N Westbury Village DR Bloomington, IN 47404 Phone: (812) 330-2037 Fax: (812) 330-2118	PCO Pricing Sheet		Date:	October 30, 2025
www.milestonelp.com				Pages:	1
To: Bloomington Parks and Recreation		Project: Rogers Street			
Attn: Rebecca Swift		Trail Crossing Improvements			
		Description: Added Striping			
Est. No.	CO# 3			Ref:	Added Striping
				Qty:	106 LFT Solid Yellow, 60 LFT Crosswalk
Labor:					
Total Labor Cost from Estimate Sheet:					
				Labor Subtotal	\$ -
Equipment:					
Total Equipment Cost from Estimate Sheet:					
				Equipment Subtotal	\$ -
Material:					
Total Material Cost from Estimate Sheet:					
				Material Subtotal	\$ -
Trucking					
Total Trucking cost from Attached Sheets:					
Trucking				Trucking Subtotal	
Subcontractor					
Total Cost From Striping Sub					
				Subcontractor Subtotal	\$ 2,195.48
				Subtotal	\$ 2,195.48
				Bond (.75% rate)	10% \$ 18.11
				Labor Markup	10% \$ -
				Equipment Markup	10% \$ -
				Material Markup	10% \$ -
				Trucking Markup	10% \$ -
				Subcontract Markup	5% \$ 109.77
				Total	\$ 2,323.37
				Unit Price	#VALUE!
ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.					
PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.					
Signature represents acceptance of this Proposal.					
Signed:					
Date:	October 30, 2025				
Terms:	Upon Receipt				
Submitted By:	Jeff Phifer	Approved By:			Date
		Printed:	Rebecca Swift	10/30/2025	Date



STAFF REPORT

C6 Agenda item

Admin. Approval: TS
Date: 11/4/25

TO: Board of Park Commissioners
FROM: Rebecca Swift, Operations & Development Division Director
DATE: November 18, 2025
SUBJECT: APPROVAL OF SERVICE AGREEMENT WITH LANDWORX ENGINEERING
FOR RCA PARK DETENTION DESIGN SERVICES

Recommendation

Staff recommends approval of this service agreement with LandWorx Engineering to provide design services for the construction of a detention facility at RCA Community Park.

Amount: \$44,260
Funding source: 4655-18-18018A-54510 (BICI Bond)

Background

LandWorx Engineering will design a stormwater detention facility at RCA Community Park to manage runoff from a new 1,600-foot section of the Powerline Trail. The project will address erosion concerns along the south slope of the Community Pickleball Courts and provide necessary detention in a low area where a former shelter once stood. LandWorx will complete surveying, hydrologic analysis, civil design, permitting, and construction administration in coordination with City staff to ensure compliance with stormwater management standards and protection of significant trees and nearby regulated areas.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "R. Swift".

Rebecca Swift, Operations & Development Division Director

AGREEMENT FOR PROFESSIONAL SERVICES
between
The City of Bloomington Parks and Recreation Department
and
LandWorx Engineering

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and LandWorx Engineering (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. Termination.** In the event of a party’s 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 City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Forty Four Thousand Two Hundred Sixty (\$44,260) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Rebecca Swift, City of Bloomington, 401 N. Morton St. Suite 250 Bloomington, IN 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 and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment

for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such 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.
5. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
6. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
7. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
8. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City 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 City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
9. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City 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.
10. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its 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.
11. **Indemnification.** Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands,

damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 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.
- 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.
- 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.
- 16. Assignment.** Neither the City nor the Contractor may 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.
- 17. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 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.
- 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
- 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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.

21. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.
22. **Non-Collusion.** Contractor certifies 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.
23. **Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:	TO CONTRACTOR:
City of Bloomington	LandWorx Engineering
Attn: Rebecca Swift, Project Manager	Attn: Keith Cruz
401 N. Morton St. Suite 250	958 E Washington ST STE 100
Bloomington, IN 47404	Indianapolis , IN 46202
Rebecca.swift@bloomington.in.gov	E-mail: keith.cruz@landworxeng.com

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

24. **Integration and Modification.** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:
 - a. This Agreement
 - b. All Exhibits.
 - c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

25. **Intent and Authority to Bind.** This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

Form Revised 05/25

[Signatures are on the following page.]

Signatures on this page are associated with the “AGREEMENT FOR SERVICES between The City of Bloomington Parks and Recreation Department and LandWorx Engineering”.

**CITY OF BLOOMINGTON
BY:**

LANDWORX ENGINEERING BY:

Kathleen Mills, Chair
Board of Park Commissioners

Signature DATED

Tim Street, Director DATED

Printed Name

Margie Rice, Corporation Counsel DATED

Title

EXHIBIT "A"
SCOPE OF WORK

The Services shall include the following:

LandWorx understands the following:

- Client is the Owner of a public park known as RCA Community Park in Bloomington, Indiana.
- Client was asked to provide detention in RCA Park for a +/- 1,600 LF section of a new greenway, Power Line Trail located within an Electric Transmission Line Easement.
- Current plans for the Power Line Trail were provided and it appears that the new hardscape and disturbance approximately between stations 62+75 and 78+70 will drain into the existing RCA Park area.
- Client has identified the need for erosion control and detention for runoff along the south slope of the Community Pickleball/Tennis Courts.
- Client has provided a PDF of the preliminary trail plans.
- The area Client has preliminarily identified for the detention is an existing low area where a shelter once stood. Some areas between the proposed trail and detention area have been noted on the trail plans as "Waters of the US" and may be subject Unified Development Ordinance riparian buffer standards.
- Client is aware that the area has a number of trees significant to the urban forest. A detailed list of trees Client wishes to preserve and protect with GPS locations will be provided to incorporate in the design plans.
- LandWorx assumes the property is zoned appropriately for the intended use.

SERVICE SUMMARY:

LandWorx will work with subconsultants to provide design services for the construction of a detention facility at RCA Community Park to appropriately detain the anticipated storm runoff of the Power Line Trail Project. LandWorx will coordinate with the City of Bloomington Parks Department (Client) and the design team for the best facility location, topographic survey, and required landscaping.

LandWorx will submit plans and technical document to the required Authorities Having Jurisdiction (AHJ) – See Permitting Section Below.

I. Topographic Survey:

- a) LandWorx will work with a subconsultant to perform a Topographic Survey at State Plane Coordinates and elevation appropriate for use in modelling of the approximate area for the planned detention facility and anticipated water courses identified on the Power Line Trail that is expected to convey stormwater to the site. No Boundary Survey will be included except as noted or found during field-located monuments. GIS, existing plans, and Legal Land Descriptions provided by the AHJ and Client may be used to establish existing boundaries, and easements. GIS contour data provided by AHJ may be utilized to supplement approximate topography of the larger surrounding area.
- b) Topographic Survey will include the following:
 - a. Topography elevation points at State Plane at maximum of 50' grid
 - b. Locations of all storm pipes and structures in the area
 - c. Locations of existing utilities located by Indiana Underground Plant Protection Services (IUPPS – 811)

- d. Existing buildings, pavement, and other miscellaneous structures
- e. Trees in the immediate vicinity of the detention area with a Delineated Breast Height (DBH) diameter greater than 12"
- f. Location of adjacent receiving water

II. Schematic Phase:

Based on the information gathered from the Topographic Survey and the coordination with Client, LandWorx will analyze the stormwater volume required to be detained per City of Bloomington Utilities standards and provide to Client a Schematic layout which will include an approximate size and orientation of the detention area, and the location of the outfall.

III. Construction Document Phase:

Upon approval of the proposed location and layout, LandWorx will coordinate and update the plans pre-filing conference information, Client/ Owner input, and engineering review and calculations. LandWorx will prepare complete civil engineering plans in general accordance with published jurisdictional requirement. Construction documents will consist of:

Cover Sheet, Specifications, Existing Conditions, Demolition Plan, Site Plan, Grading Plan, Drainage Plan, Erosion Control Plan & Details, Miscellaneous Construction Details, Drainage Report for Detention & Water Quality, Operations & Maintenance Manual Plans may be combined for efficiency.

These plans will be submitted for review for the City of Bloomington and other jurisdictional agencies (see Permitting Assistance below). Design for appropriate storm water measures (quality and quantity) for the new greenway will be completed per local standards. The plans will be revised per reasonable comments from the jurisdictional agencies. Final approved documents will be utilized for bidding. The specifications will be included within the construction plans and not as a separate document.

If needed, LandWorx will work with a subconsultant to provide landscaping and plant selections in coordination and with the recommendations of City of Bloomington. LandWorx will coordinate a scope and fee adjustment with Client.

IV. Permitting Assistance:

For the purposes of this scope, it is assumed that the project will require completion and approval of a Stormwater Management Permit through City of Bloomington Utilities, and a General Use Permit through City of Bloomington Planning and Transportation. LandWorx will coordinate the filing of applications as received during the pre-filing conference. The property owner will have to execute certain forms for the filing and LandWorx assumes that any and all submittal, application, review, impact, etc. fees will be paid directly by the client or owner. Should Planning approval be required, LandWorx will attend the hearing as the technical representative of the owner. It is assumed that no public notice will be required for this project. State of Indiana: LandWorx will coordinate submittal of the Construction Stormwater General Permit (CSGP) Notice of Intent and Stormwater Pollution Prevention Plan to the State.

I. Construction Administration:

LandWorx will review shop drawings and provide responses to contractor RFIs on civil related issues for the duration of the project. LandWorx will coordinate up to four visits to the site during construction including: installation of erosion and sediment control, mid-way construction site visits as required for coordination, and to review the site for final punch documentation.

LandWorx will complete certifications as required by the local jurisdictions – not including as-built surveys.

ADDITIONAL ITEMS:

I. To be provided by Client:

- a) Recent Phase 1 ESA
- b) Recent title work on the subject property
- c) Any and all available design or as-built plans and reports for surrounding development
- d) Recent geotechnical report for the subject property including appropriate paving section recommendations

II. Items specifically excluded from Scope:

- a) Utility Services and Utility Main Extensions
- b) As-built survey
- c) Off-site utility or roadway design
- d) Zoning changes, special/conditional use permits or variances
- e) Major changes to the site plan after formal submittal to the jurisdictional agencies
- f) Architectural, structural, MEP, signage design or permitting assistance

COMPENSATION SUMMARY:

Scope Item	Fee (Hourly/Lump Sum)
Topographic Survey.....	\$10,605 (Lump Sum)
Schematic Design	\$5,520 (Lump Sum)
Construction Documents	\$14,425 (Lump Sum)
Permitting Assistance	\$6,480 (Lump Sum)
Construction Administration	\$6,430 (Lump Sum)
Reimbursable Expenses (see below)	\$800 (Estimated)
Total	\$44,260

REIMBURSABLE EXPENSES:

Reimbursable expenses are direct expenses including but not limited to the following:

- Mileage
- Travel
- Lodging
- Meals
- Shipping/overnight delivery
- Prints

HOURLY RATE SCHEDULE:

Personnel Role Hourly Rate

- Principal \$225
- Senior Project Manager \$195
- Director/Project Manager \$180
- Engineer /Landscape Architect \$155
- CAD Technician \$125

The above rates are valid for this project through 12/31/2025 and are then subject to change on an annual basis.

EXHIBIT “B”

PROJECT SCHEDULE

All services will be complete by December 31, 2026.

EXHIBIT “C”

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES**

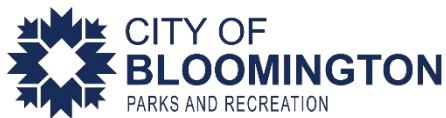
The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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.

Signature

Printed name



STAFF REPORT

C7 Agenda item

Admin. Approval: TS
Date: 11/6/25

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: November 18, 2025
SUBJECT: REVIEW/APPROVAL CONTRACT ADDENDUM WITH CANOPY
BLOOMINGTON INC YOUTH TREE TENDERS PARTNERSHIP
AGREEMENT

Recommendation

Staff recommends approval of this contract addendum to extend the duration of the 2024 partnership agreement between Canopy Bloomington and the City of Bloomington through the end of this year. There is no change to the original contract amount.

Background

This partnership supports urban forestry programming, such as the Youth Tree Tenders, and helps bridge urban forestry management that occurs on public City owned lands with private homeowners and business owners, as well as schools and churches. Due to delayed invoicing, we need to extend the contract deadline so the Economic and Sustainable Development (ESD) Department can process the remaining claims.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Haskell Smith".

Haskell Smith, Urban Forester

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CANOPYBLOOMINGTON
FOR
YOUTH TREE TENDER PROGRAM**

(Entered in this _____ day of _____, 2025)

WHEREAS, in January of 2024 the City of Bloomington Department of Parks and Recreation (the “Department”) and CanopyBloomington, Inc. (“Consultant”) entered into an Agreement to run the youth tree tenders program.

WHEREAS, the Department wishes to extend the agreement length of time to December 31st 2025; and

WHEREAS, the Department wishes to have this agreement extended; and

WHEREAS, the Consultant is in agreement with this addendum; and

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

Article 2.0 Duration of Agreement:

This Agreement is in effect from the date of signing until December 31, 2025 unless terminated earlier as provided under Article 7.0.

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

CITY OF BLOOMINGTON

CanopyBloomington

Tim Street, Director
Parks and Recreation Department

Signature

Kathleen Mills, Park Board President
Board of Park Commissioners

Name, Title

Margie Rice, Corporation Counsel



STAFF REPORT

C8

Agenda item

Admin. Approval: TS
Date: 11/12/25

TO: **Board of Park Commissioners**
FROM: **Leslie Brinson, Recreation Division Director**
DATE: **November 18, 2025**
SUBJECT: **Elimination of Policies from the Parks Policy Manual**

Recommendation

Staff recommend the approval for the elimination of twelve policies from the Park and Recreation Policy Manual. Policies being eliminated are:

2080- Political Action
2110- Use of Vehicles
2160- Travel Expense
2170- Cellular Phone Issuance and Use
4010- EEOC Clause
4040- Job Descriptions
4120- Discipline
4130- Benefits
4160- Evaluation
4190- Promotions
4200- Pre-Employment Screening
4210- Employment of Family Members

Background

The Parks and Recreation Department maintains a policy manual that is reviewed and updated periodically. The policies being eliminated are redundant to policies and information included in recently updated employee and training materials provided by the City's Human Resources Department and Office of the Controller. These policies do not need further specification for the Parks and Recreation Department and may therefore be eliminated.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Leslie Brinson".

Leslie Brinson, Recreation Division Director



STAFF REPORT

C9

Agenda item

Admin. Approval: **TS**
Date: 11/4/25

TO: **Board of Park Commissioners**
FROM: **Kim Clapp, Office Manager**
DATE: **November 18, 2025**
SUBJECT: **2026 Fee Updates**

Recommendation

Staff respectfully request the Board of Park Commissioners review and approve the following fee changes for the 2026 Season

Background

The following is a preliminary list of proposed price changes for Parks and Recreation 2026 Season. In alignment with the Department's commitment to financial sustainability, staff are currently reviewing cost recovery strategies and identifying the more effective path forward. Additional fee changes may be requested in early 2026.

Administration		
Fee	Old	New
No changes		
Operations		
Fee	Old	New
<i>Griffy Lake Boathouse</i>		
Hourly Boat Rental	\$10/per hr	\$12/per hr
Annual Launch Permit (motorized)	\$100/per yr	\$125/per yr
Misc. Paddle Rental	\$1/per rental	\$5/per rental
10 - one-hour Rental Pass	\$90/per pass	\$100/per pass
Fall Launch Permit - New fee (after Labor Day - 32 days left in season)	N/A	\$40/per permit

Late Fee	\$20/flat fee	\$20/per 30 min.
<i>Shelter House Rentals</i>		
Building Trades Park Small Shelter (new)	N/A	\$30/week day \$35/weekend
Recreation Division		
Fee	Old	New
<i>Allison-Jukebox</i>		
Kid City Original	\$190 resident \$195 non-resident	\$205 resident \$210 non-resident
Kid City Quest	\$190 resident \$195 non-resident	\$195 resident \$200 non-resident
<i>Banneker Community Center</i>		
Banneker Summer Camp	\$20/per week	\$25 per week
<i>Garden Plot Rentals- adjusting prices to a per square foot basis</i>		
Willie Streeter- Large plots	\$80	\$100
Rev. Butler- Large plots	\$64	\$70
Rev. Butler - Small plots (decreased)	\$50	\$45
Sports Division		
Fee	Old	New
<i>Adult/Youth Sports</i>		
Winslow & Twin Lakes drying product	\$13/bag	\$15/bag
Winslow & Twin Lakes requested on-site maintenance	\$35/hour	\$50/hour
Winslow & Twin Lakes all day field rate	\$165/per day	\$210/per day
Twin Lakes field rate	\$20/hour	\$25/hour
Bryan and Butler Park field rate	\$10/hour	\$12/hour
Tennis Lesson (removed no longer offered)	N/A	N/A
<i>Cascades Golf Course</i>		
Adult Season Pass (change to individual pass)	\$840	\$900
Senior Season Pass (removed no longer offered)	\$600	N/A

Weekday Greens Fee (M-Th)	\$27.00	\$28.00
Weekend Greens Fee (F-Sun, Holiday)	\$29.00	\$31.00
Weekday 9 Hole Greens Fee (M-Th)	\$19.00	\$20.00
Weekend 9 Hole Greens Fee (F-Sun, Holiday)	\$20.00	\$23.00
Senior Greens Fee (M-Th)	\$25.00	\$26.00
9 Hole 10 Play Pass	\$175	\$190
18 Hole 10 Play Pass	\$255	\$280
<i>Frank Southern Center Ice Arena</i>		
Public Skating Pass (new - skates not included)	N/A	\$60
Skate Helper (new)	N/A	\$10

RESPECTFULLY SUBMITTED,



Kim Clapp, Office Manager