



AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Thursday, December 11, 2025 6:30pm
Council Chambers, 401 N Morton St, Bloomington, IN

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR		
A1	Approval of Minutes of November 18, 2025 Regular Meeting	
A2	Approval of Claims Submitted November 18, 2025 through December 10, 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 Hoodz for 2026 services	Daren Eads
A8	Addendum to Agreement with MSI for Griffy deer hunt security	Mary Welz
A9	Agreement with Eco-Logic for Griffy invasive plant removal services	Mary Welz
A10	Service Agreement with B&L Sheet Metal for 2026 roof inspections	Amy Leyenbeck
A11	Service Agreement with Elite Plumbing for 2026 services	Amy Leyenbeck
A12	Addendum to Agreement with IU Bloomington Urban Forestry Group for surveys	Haskell Smith
A13	Agreement with Spectrum Trail for trail design at Browns Woods	Rebecca Swift
A14	Service Agreement with King Snake for 2026 sound services	Crystal Ritter
A15	Agreement with Bruce Carter Associates for Switchyard covenant recording	Tim Street

B. PUBLIC HEARING/APPEARANCES		
B1	Bravo Award – Allyn Boley	Emily Buuck

C. OTHER BUSINESS		
C1	Non-Reverting Budget Amendment for purchase of new mobile stage	Leslie Brinson
C2	Updated Rental Agreement Template	Mark Sterner
C3	Service Agreement with Woods Electric for 2026 services	Daren Eads
C4	Agreement with Habitat Solutions for 2026 Griffy prescribed fire	Mary Welz
C5	Service Agreement with Izzy's Rentals for 2026 port-a-let services	Amy Leyenbeck
C6	Environmental Resource Advisory Council Appointments	Heidi Shoemaker
C7	Agreement with Nature's Way for downtown planter replanting	Joanna Sparks
C8	Partnership Agreement with Visit Bloomington for FreezeFest 2026	Leslie Brinson
C9	MOU with Southern Meadows for Rail Trail spur operations and responsibilities	Rebecca Swift

D. REPORTS		
D1	Urban Forestry Q4 Risk Report	Haskell Smith

E PUBLIC COMMENT		
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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:

<https://bloomington.zoom.us/j/82125360162?pwd=6uZwwU2mi0XIB0lcvQuTtHAuzoo5T3.1>

Meeting ID: 821 2536 0162

Passcode: 367019

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

One tap mobile

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Join instructions

<https://bloomington.zoom.us/join/82125360162?signature=h5iy5sHMRH8n-NuhiXSbhqz-FW1ZpeI9XPQXZtUlkoM>

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).



A-1 December 11, 2025

MINUTES

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
 Zoom Option

CALL TO ORDER - ROLL CALL

Kathleen Mills called the meeting to order at 4:07

Present: Kathleen Mills, Ellen Rodkey, Israel Herrera and Jim Whitlatch

A. CONSENT CALENDAR	
A1	Approval of Minutes of October 21, 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
A8	Service Agreement with Republic Services for 2026 green waste pickup
A9	Service Agreement with Indiana Door for 2026 services
A10	Service Agreement with Pursell Monument for 2026 services
A11	Contract with Unrivald Electric for battery charger install
A12	Contract with R&L (Servpro) for Griffy storage cleaning
A13	Service Agreement with Commercial Service for 2026 services
A14	Service Agreement with Koorsen for 2026 services
A15	Service Agreement with Price Electric for 2026 services
A16	Service Agreement with Everywhere Signs
A17	Service Agreement with Winslow Ranch Marketing
A18	Service Agreement with The Production House
A19	Contract Renewal with Skip Daley for trivia nights
A20	Concession Agreement Template for 2026 Community Events
A21	Contract Addendum with E&B Paving for Griffy Entrance Paving (Change Order 1)
<i>Ellen Rodkey made a motion to approve the November consent calendar, Jim seconded motion. Vote taken: motion unanimously carried 4-0.</i>	

B. PUBLIC HEARING/APPEARANCES	
B1	<p>Emily Buuck presented the November Bravo Award to volunteer Eli McCormick for his exceptional contributions to the Urban Greenspace team. Eli supported invasive species control, mentored new volunteers, and participated regularly in Week Wranglers and tree-planting events. His work at RCA Community park and other sites reflects strong dedication, positivity, and leadership.</p> <p>The Board Thank Eli for his service and positive impact he brings to the department.</p>
B2	<p>Staff Introduction: Aaron Biggs recently accepted the position of Recreation Services General Manager. He began his career with the Department as an intern, and later served as a Staff Assistance of Operation. Aaron attended Indiana University, where he earned his B.S. in Recreation Sports Management. His previous professional experience included roles as Guest Service Manager at the IU Auditorium, Director of Guest Experience at the Indiana State Fairgrounds & Event Center, and Director of Retail & Hospitality for the Chocolate Moose company. Aaron looked forward to being back at Parks and Recreation Department and continue to provide exceptional recreational opportunities and experiences for the community.</p>

C. OTHER BUSINESS	
C1	<i>Amy Leyenbeck, Operations Coordinator</i> , presented the B&L Sheet Metal contract. Staff recommended approval of the contract to install high-volume, low-speed fans at the Switchyard Park Maintenance

	<p>Building, at a cost not to exceed \$20,575. Funding would come from Natural Resources General Fund. The request followed the Phase 3 Audit Report by Donovan Energy, which identified the fans would improve interior air circulation and reduce energy costs. B&L had successfully completed similar work in other park facilities.</p> <p><i>Ellen Rodkey made a motion to approve the contract with B&L Sheet Metal for industrial fans, Jim seconded motion. Vote taken: motion unanimously carried 4-0.</i></p>
C2	<p>Amy Leyenbeck, Operations Coordinator presented the Agreement with Harrell Fish, Inc. (HFI). Staff recommended approval of the 2026 service agreement with HFI for HVAC and plumbing work on an as needed basis. Contract was not to exceed \$15,000, with costs distributed across multiple General Fund account lines. HFI, was a qualified vendor with a strong record of performing reliable work on City systems.</p> <p><i>Ellen Rodkey made a motion to approve the 2026 Service Agreement with Harrell Fish, Inc., Jim seconded motion. Vote taken: motion unanimously carried 4-0.</i></p>
C3	<p>Amy Leyenbeck, Operations Coordinator presented the Agreement with Huston Electric, formerly Cassady Electric. Staff recommended approval of the 2026 Service agreement with Huston Electric for electrical work on an as needed basis. Contract was not to exceed \$15,000, with costs distributed across multiple General Fund accounts, as well as a Non-Reverting Fund account. Contractor had a long history of providing quality work for the City.</p> <p><i>Ellen Rodkey made a motion to approve the; 2026 Service Agreement with Huston Electric, Jim seconded motion. Vote taken: motion unanimously carried 4-0.</i></p>
C4	<p>Sarah Mullin, Community Gardening Coordinator presented the 2026 Community Gardens Template Agreement, which outlined the responsibilities of individual renting garden plots at Winslow Woods, Butler, and Switchyard Park. The 2025 garden program, had offered 19 classes and events to gardeners and the public, along with 281 rental plots. Only minimal updates had been made to the 2026 agreement.</p> <p><i>Ellen Rodkey made a motion to approve the 2026 Community Gardens Template Agreement, Jim seconded motion. Vote taken: motion unanimously carried 4-0.</i></p>
C5	<p>Rebecca Swift, Operation and Development Division Director presented the addendum with Milestone. Staff recommended approval of the addendum to cover extra costs resulting from unforeseen site conditions, including unstable subgrade soils and additional pavement and crosswalk repairs at the Rail Trail Rogers St Crossing project. At the request of Monroe County, the addendum also included improvements to stormwater infrastructure along S. Rogers Street. Monroe County would reimburse the City for work associated with stormwater improvements. Additional amount not to exceed \$33,610 and would be from Operations General Fund and Non Reverting accounts.</p> <p><i>Ellen Rodkey made a motion to approve the Addendum with Milestone for the Rail Trail Rogers St. Crossing project, Jim seconded motion. Vote taken: motion unanimously carried 4-0.</i></p>
C6	<p>Rebecca Swift, Operation and Development Division Director presented the contract with LandWorx. Staff recommended approval of a \$44,260 service agreement with LandWorx Engineering to design a stormwater detention facility at RCA Community Park. The project would manage runoff from a new section of the Powerline Trail, erosion would be address near the Community Pickleball Courts, and provide needed detention in a low area where a former shelter stood. LandWorx would complete surveying, hydrologic analysis, design, permitting, and construction administration in coordination with City staff. Funding would be provided through the 4655-18-18018A-54510 (CICI Bond).</p> <p><i>Ellen Rodkey made a motion to approve the contract with LandWorx, Jim seconded motion. Vote taken: motion unanimously carried 4-0.</i></p>
C7	<p>Rebecca Swift, Operations and Development Division Director presented the Addendum to Partnership Agreement with CanopyBloomington. Staff recommended approval of a contract addendum extending the 2024 partnership agreement between CanopyBloomington and the Parks Department through the end of the year, with no change to the original contract amount. The extension was needed due to delayed invoicing so that the Economic and Sustainable Development Department could process remaining claims. The partnership supported urban forestry programming throughout the community.</p> <p><i>Ellen Rodkey made a motion to approve the addendum with CanopyBloomington, Jim seconded motion. Vote taken: motion unanimously carried 4-0.</i></p>
C8	<p>Leslie Brinson, Recreation Division Director presented elimination of 12 policies. Staff recommended eliminating several Parks and Recreation Department policies that were redundant with updated Citywide employee and training materials provided by Human Resources and the Office of the Controller. These policies no longer required a separate departmental version and could be removed from the Parks and Recreation policy manual.</p> <p>Board Comments: Kathleen Mills stated: the policies just overlapped with the City's. There were no differences between the two. Leslie Brinson responded: that was correct, they were the same, and staff had access to the HR policy manual. Jim Whitlatch inquired: about the difference between these and the general policies located on the Parks website. Leslie Brinson responded: the external facing policies were located on the website. Those policies were important for the public to know about, as they involve public behavior and</p>

	<p>what public responsibilities might be. The complete policy manual contained the external facing policies as well as policies that pertained to staff responsibilities. Such as dress code, or how staff handle the purchasing of land, or how to handle emergencies. <i>Jim inquired: if all policies were approved by the Board of Park Commissioners.</i> Leslie responded: yes, all policies were presented and approved by the Board. <i>Jim Whitlatch requested: access to the complete Park Policy Manual.</i> Leslie Brinson responded: that would be shared with the Board.</p> <p><i>Ellen Rodkey made a motion to approve the elimination of the 12 Park Policies, Jim seconded motion. Vote taken: motion unanimously carried 4-0.</i></p>
C9	<p>Tim Street, Director presented a list of proposed fee changes for Parks and Recreation 2026 season. In alignment with the Department's commitment to financial sustainability, staff were reviewing cost recovery strategies and identifying a more effective path forward, which may include transitioning to cost recovery categories instead of cost recovery by area. The new approach would incorporate a specialized business services category.</p> <p>The Master Plan process would continue into 2026, with the plan anticipated to be presented first quarter of 2026, along with an updated Cost Recovery Policy, and new strategic goals. As work on these initiatives progresses, additional fee changes could be requested in 2026.</p> <p>A full list of fee changes submitted for review and approval could be found in the November 18, 2025 Park Board Packet.</p> <p>Board Comments: <i>Jim Whitlatch inquired: whether surveys had been completed to determine if the proposed fees were comparable to those of other providers.</i> Tim Street responded: surveys had been conducted. A formalized pricing process would be included in the Master Plan which would be brought before the Board at a later date. <i>Jim Whitlatch inquired: about the \$5 out-of-city fee for Kid City camps.</i> Tim Street responded: the distinctions between in-city fees vs out-of-city fees had been a topic of ongoing discussion, and had been tabled until the Master Plan was completed, as that process would help determine most appropriate approach for such fees. <i>Ellen Rodkey inquired: how many of the proposed fees had been increased last year.</i> Leslie Brinson responded: many fees had been adjusted annually in small increments due to rising cost of goods, and that smaller increases have historically been more manageable for families that larger, infrequent adjustments. <i>Kathleen Mills inquired: why the senior season golf pass had been eliminated.</i> Jason Sims responded: a survey of 11 local golf course found that only two still offered senior season passes; the others used single adult rate, all of which were significantly higher than the Cascades Golf Course rate. <i>Kathleen Mills inquired: about the Skate Helper.</i> Chris Hamrick responded: it was a tool available for rent to assist beginner skaters. <i>Ellen Rodkey inquired: would there be any other fees presented this year.</i> Tim Street responded: No additional fees would be presented in 2025. Whereas November and December were typically the months when fee changes were brought to the Board, given the ongoing review of cost recovery strategies, only the most critical fee changes had been submitted. Upon completion of the Master Plan in 2026, all fees would be reviewed to determine whether further changes should be recommended.</p> <p><i>Ellen Rodkey made a motion to approve the proposed 2026 fee changes, Jim seconded motion. Vote taken: motion unanimously carried 4-0.</i></p>
C10	Updated TLRC Rental Agreement Template – this item had been removed from the agenda.

D. REPORTS

None

E PUBLIC COMMENT - None

DEPARTMENT UPDATES

Tim Street, Director presented the updates.

Master Plan: work sessions and public engagements had been conducted, and postcards had been mailed for the statistically valid survey. A staff strategic planning session was scheduled in January, during which goals will be established. Staff anticipated bring many components of the Master Plan back to the Board in February or March. Using the critical needs assessment, staff aimed to make informed decisions regarding funding, facilities and the future of identified needs.

Projects: The Griffy Boathouse parking lot had been repaved, and accompanying pedestrian improvements had been completed. The Rogers Street Rail Trail crossing safety improvements were expected to be finished in the next few weeks. The RCA basketball courts had been resurfaced, and a new fence was to be installed at the Willie Streeter Garden.

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

Events: Numerous fall events had been offered to the community, including a well-attended pumpkin launch. Holiday Market would take place the weekend after Thanksgiving, and downtown square lighting was approaching. The next Board of Park Commissioners meeting was scheduled for December 11t.

ADJOURNMENT 4:45pm

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/26/2025	Payroll				218,441.28
					<u>218,441.28</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 \$ 218,441.28

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 11/22/25 - 12/05/25

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 53990 - Other Services and Charges										
53442 - Paragon Micro, INC	S5229151B	18- 8 Annual Adobe Subscriptions & Creative Cloud-Ramey/Chestnut	Paid by EFT # 69606		11/25/2025	11/25/2025	12/05/2025		12/05/2025	262.99
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$262.99
								Program 181000 - Administration Totals	Invoice Transactions 1	\$262.99
Program 181100 - Marketing										
Account 52420 - Other Supplies										
9031 - Indiana Park And Recreation Association	52347	18-duplicate Exemplary Planning award IPRA Conf #1	Paid by Check # 80885		11/25/2025	11/25/2025	12/05/2025		12/05/2025	90.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$90.00
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-24379	18-business cards Biggs #250	Paid by EFT # 69578		11/25/2025	11/25/2025	12/05/2025		12/05/2025	79.58
								Account 53310 - Printing Totals	Invoice Transactions 1	\$79.58
Account 53910 - Dues and Subscriptions										
53442 - Paragon Micro, INC	S5229151B	18- 8 Annual Adobe Subscriptions & Creative Cloud-Ramey/Chestnut	Paid by EFT # 69606		11/25/2025	11/25/2025	12/05/2025		12/05/2025	3,899.95
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	\$3,899.95
Account 53990 - Other Services and Charges										
2895 - Rapid Reproductions, INC	124142	18-Griffy Lake Closed Today coroplast signs 5 ea yard and 24x36	Paid by EFT # 69621		11/25/2025	11/25/2025	12/05/2025		12/05/2025	138.90
11693 - The Award Center, INC	63359	18-2025 Perf Arts Series sponsor plaque for presenting spp #1	Paid by EFT # 69656		11/25/2025	11/25/2025	12/05/2025		12/05/2025	65.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$203.90
								Program 181100 - Marketing Totals	Invoice Transactions 5	\$4,273.43
Program 182001 - Aquatics - Bryan Pool										
Account 53540 - Natural Gas										
9415 - BP Energy Holding Company LLC(BP Energy Retail CO)	21532414	06-City Fac.-Natural Gas Commodity-September 2025 management fee	Paid by EFT # 69686		11/26/2025	11/26/2025	11/26/2025		11/26/2025	2.47
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	\$2.47



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Invoice Date Range 11/22/25 - 12/05/25

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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53920 - Laundry and Other Sanitation Services										
10033 - Matthew Bell (MB softwash DBA A&A Quick Pump)	I6005	18-OPS Portable Toilets pumped Seminary 9/30/25-10/27/25	Paid by EFT # 69448		11/25/2025	11/25/2025	12/05/2025		12/05/2025	3,360.00
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	1	\$3,360.00
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN01094662	18- Bryan Park Pool - Annual Fire Inspection	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	103.79
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$103.79
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions	3	\$3,466.26
Program 182002 - Aquatics - Mills Pool										
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN01094668	18-Mills Pool Annual Fire Extinguisher Inspection	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	70.99
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$70.99
Program 182002 - Aquatics - Mills Pool Totals								Invoice Transactions	1	\$70.99
Program 182500 - Frank Southern Center										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I385438	18- FSC trash bags, gloves, and soap dispenser	Paid by Check # 80882		11/25/2025	11/25/2025	12/05/2025		12/05/2025	480.30
Account 52210 - Institutional Supplies Totals								Invoice Transactions	1	\$480.30
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3182888901	18-FSC Zam Propane 10/29/25	Paid by EFT # 69437		11/25/2025	11/25/2025	12/05/2025		12/05/2025	185.49
2708 - AmeriGas Propane, LP	3182941658	18-FSC Zam Propane 11/4/25	Paid by EFT # 69437		11/25/2025	11/25/2025	12/05/2025		12/05/2025	93.12
2708 - AmeriGas Propane, LP	3183307582	18-FSC Zam Propane 11-11-2025	Paid by EFT # 69437		11/25/2025	11/25/2025	12/05/2025		12/05/2025	143.30
2708 - AmeriGas Propane, LP	3183490587	18-FSC Zam Propane 11-18-2025	Paid by EFT # 69437		11/25/2025	11/25/2025	12/05/2025		12/05/2025	158.12
Account 52240 - Fuel and Oil Totals								Invoice Transactions	4	\$580.03
Account 53510 - Electrical Services										
223 - Duke Energy	112625-ParkDukeA	18-Parks Duke Energy 1st December Batch - Oct-Nov Charges	Paid by Check # 80919		11/26/2025	11/26/2025	11/26/2025		11/26/2025	92.73
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$92.73



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53540 - Natural Gas										
9415 - BP Energy Holding Company LLC(BP Energy Retail CO)	21532414	06-City Fac.-Natural Gas Commodity-September 2025 management fee	Paid by EFT # 69686		11/26/2025	11/26/2025	11/26/2025		11/26/2025	757.68
Account 53540 - Natural Gas Totals Invoice Transactions 1										<u>757.68</u>
Account 53610 - Building Repairs										
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	000151	18-FSC Fixing the garage door after it was hit	Paid by EFT # 69470		11/25/2025	11/25/2025	12/05/2025		12/05/2025	175.00
10082 - Entrust Services LLC DBA Roto-Rooter	567-062251112055	18- FSC Cleaning of main sewer line-11/12/25	Paid by EFT # 69508		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,427.90
Account 53610 - Building Repairs Totals Invoice Transactions 2										<u>1,602.90</u>
Account 53630 - Machinery and Equipment Repairs										
321 - Harrell Fish, INC (HFI)	ZW32887	18-FSC HVAC Dehumidifier controller replacement-10/8	Paid by EFT # 69529		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,510.00
Account 53630 - Machinery and Equipment Repairs Totals Invoice Transactions 1										<u>2,510.00</u>
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN01094666	18- FSC Annual Fire Extinguisher Inspection	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	138.60
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										<u>138.60</u>
Program 182500 - Frank Southern Center Totals Invoice Transactions 11										<u>\$6,162.24</u>
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	CM1057667	18 - Cascades Credit Memo-BASF 2024-25 EOP	Paid by EFT # 69430		11/25/2025	11/25/2025	12/05/2025		12/05/2025	(1,150.17)
4383 - Advanced Turf Solutions, INC	SO1378564	18 - Cascades Wetting agent and fertilizers	Paid by EFT # 69430		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,455.98
4574 - John Deere Financial f.s.b. (Rural King)	401786	18 - Cascades Landscape Rake, Batteries	Paid by Check # 80888		11/25/2025	11/25/2025	12/05/2025		12/05/2025	878.16
Account 52220 - Agricultural Supplies Totals Invoice Transactions 3										<u>\$1,183.97</u>
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	226680	18 - Cascades rope, tote boxes, space heaters	Paid by Check # 80888		11/25/2025	11/25/2025	12/05/2025		12/05/2025	263.11
8658 - Kleindorfer's Hardware LLC	23716	18 - Cascades Clamps	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	8.99



Board of Park Commissioners Claim Register

Invoice Date Range 11/22/25 - 12/05/25

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 183500 - Golf Services										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	21699	18-11 keys copied, one pack light bulbs	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	34.29
786 - Richard's Small Engine, INC	599831	18 - Cascades chain saw parts-chain, semi chisel	Paid by EFT # 69623		11/25/2025	11/25/2025	12/05/2025		12/05/2025	109.44
476 - Southern Indiana Parts, INC (Napa Auto Parts)	666170	18 - Cascades disposable gloves (2)	Paid by EFT # 69639		11/25/2025	11/25/2025	12/05/2025		12/05/2025	15.60
476 - Southern Indiana Parts, INC (Napa Auto Parts)	666168	18 - Cascades antifreeze (6)	Paid by EFT # 69639		11/25/2025	11/25/2025	12/05/2025		12/05/2025	62.94
Account 52420 - Other Supplies Totals								Invoice Transactions	6	\$494.37
Account 53510 - Electrical Services										
223 - Duke Energy	112625-ParkDukeA	18-Parks Duke Energy 1st December Batch - Oct-Nov Charges	Paid by Check # 80919		11/26/2025	11/26/2025	11/26/2025		11/26/2025	905.14
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$905.14
Account 53540 - Natural Gas										
9415 - BP Energy Holding Company LLC(BP Energy Retail CO)	21532414	06-City Fac.-Natural Gas Commodity-September 2025 management fee	Paid by EFT # 69686		11/26/2025	11/26/2025	11/26/2025		11/26/2025	16.70
Account 53540 - Natural Gas Totals								Invoice Transactions	1	\$16.70
Account 53730 - Machinery and Equipment Rental										
2974 - MacAllister Machinery Co, INC	R67686413001	18-Cascades Forestry Mulcher Week Rental-11/4-11/11/25	Paid by EFT # 69566		11/25/2025	11/25/2025	12/05/2025		12/05/2025	5,269.00
Account 53730 - Machinery and Equipment Rental Totals								Invoice Transactions	1	\$5,269.00
Account 53990 - Other Services and Charges										
298 - Commercial Service Of Bloomington, INC	S298664	18 - Cascades Restroom Repair-10/22/25	Paid by EFT # 69486		11/25/2025	11/25/2025	12/05/2025		12/05/2025	339.67
392 - Koorsen Fire & Security, INC	IN01094671	18 - Cascades Fire Extinguisher Inspection	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	73.80
4727 - P&P Golf Cars, LLC	01-78712	18 - Cascades Golf Cart Repair-10/17/25	Paid by EFT # 69602		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,674.31
4727 - P&P Golf Cars, LLC	01-78744	18 - Cascades Golf Cart Repairs-11/10/25	Paid by EFT # 69602		11/25/2025	11/25/2025	12/05/2025		12/05/2025	848.90
Account 53990 - Other Services and Charges Totals								Invoice Transactions	4	\$2,936.68
Program 183500 - Golf Services Totals								Invoice Transactions	16	\$10,805.86



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52310 - Building Materials and Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1L63-L6P1-MKJX	18-(1) Waterproof Large Steel Floor Safe for Griffy Boathouse	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	873.67
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 1
										<u>\$873.67</u>
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	07405	18-1 roll 12 gauge wire	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	8.69
8658 - Kleindorfer's Hardware LLC	21680	18-gloves, batteries, flash light	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	17.27
8658 - Kleindorfer's Hardware LLC	07927	18-sandpaper	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	3.60
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 3
										<u>\$29.56</u>
Account 53230 - Travel										
50722 - Bloomington Bagel Co., INC	001750	18-NAT RES food for staff working day 2- Griffy Deer hunt-11/23	Paid by EFT # 69457		11/25/2025	11/25/2025	12/05/2025		12/05/2025	23.99
50722 - Bloomington Bagel Co., INC	001747	18 - NAT RES food for staff working day 1- Griffy Deer hunt-11/15	Paid by EFT # 69457		11/25/2025	11/25/2025	12/05/2025		12/05/2025	43.98
4549 - Kroger Limited Partnership I	046628	18 - Food for (4) staff for meals for 2-day EEAI conference	Paid by Check # 80889		11/25/2025	11/25/2025	12/05/2025		12/05/2025	72.69
4549 - Kroger Limited Partnership I	093474	18-NAT RES food for staff working wk 1- Griffy Deer hunt-11/14	Paid by Check # 80889		11/25/2025	11/25/2025	12/05/2025		12/05/2025	58.61
Account 53230 - Travel Totals										Invoice Transactions 4
										<u>\$199.27</u>
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN01092344	18-Annual Fire Extinguisher Inspection Griffy Lake	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	16.40
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 184000 - Natural Resources Totals										<u>\$16.40</u>
										<u>\$1,118.90</u>
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	112625-ParkDukeA	18-Parks Duke Energy 1st December Batch - Oct-Nov Charges	Paid by Check # 80919		11/26/2025	11/26/2025	11/26/2025		11/26/2025	200.86
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										<u>\$200.86</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 184500 - Youth Services -Juke Box										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN01092358	18-AJB Fire Extinguisher Inspection	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	67.35
Account 53610 - Building Repairs Totals							Invoice Transactions	1		\$67.35
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions	2		\$268.21
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
53442 - Paragon Micro, INC	S5229151B	18- 8 Annual Adobe Subscriptions & Creative Cloud-Ramey/Chestnut	Paid by EFT # 69606		11/25/2025	11/25/2025	12/05/2025		12/05/2025	517.99
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$517.99
Program 186500 - Community Events Totals							Invoice Transactions	1		\$517.99
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	619200	18-Cedar for raised bed replacements	Paid by EFT # 69453		11/25/2025	11/25/2025	12/05/2025		12/05/2025	906.61
8658 - Kleindorfer's Hardware LLC	07871	18-rebar, utility hooks, rebar caps, utility brackets	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	29.48
Account 52420 - Other Supplies Totals							Invoice Transactions	2		\$936.09
Account 53990 - Other Services and Charges										
448 - Donald R Goodwin (Bullseye Utility Locating)	2406	18- Private utility locating-Willie Streeter fence proj-10/30	Paid by EFT # 69524		11/25/2025	11/25/2025	12/05/2025		12/05/2025	200.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$200.00
Program 186502 - Community Events-Gardens Totals							Invoice Transactions	3		\$1,136.09
Program 187001 - Adult Sports-Softball										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	24440	18-4 TLSP-Staff polos/pullovers	Paid by EFT # 69424		11/25/2025	11/25/2025	12/05/2025		12/05/2025	132.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions	1		\$132.00
Account 53230 - Travel										
10134 - Cody Martin	EXPO-11.13.25	18-per diem/hotel/pkg-Athletic Business Show-San Diego-11/5-11/8	Paid by EFT # 69569		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,377.01
Account 53230 - Travel Totals							Invoice Transactions	1		\$1,377.01



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	112625-ParkDukeA	18-Parks Duke Energy 1st December Batch - Oct-Nov Charges	Paid by Check # 80919		11/26/2025	11/26/2025	11/26/2025		11/26/2025	11.30
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$11.30</u>
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN01092356	18-TLSP-Fire extinguisher inspection	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	41.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$41.00</u>
Program 187001 - Adult Sports-Softball Totals									Invoice Transactions 4	<u>\$1,561.31</u>
Program 187002 - Adult Sports-Tennis										
Account 54310 - Improvements Other Than Building										
5149 - E&B Paving, INC	30068876	18- Rail Trail Rogers St Crossing Project- 11/11/25	Paid by EFT # 69501		11/25/2025	11/25/2025	12/05/2025		12/05/2025	68,541.50
Account 54310 - Improvements Other Than Building Totals									Invoice Transactions 1	<u>\$68,541.50</u>
Program 187002 - Adult Sports-Tennis Totals									Invoice Transactions 1	<u>\$68,541.50</u>
Program 187202 - Youth Sports-Winslow										
Account 53510 - Electrical Services										
223 - Duke Energy	112625-ParkDukeA	18-Parks Duke Energy 1st December Batch - Oct-Nov Charges	Paid by Check # 80919		11/26/2025	11/26/2025	11/26/2025		11/26/2025	481.11
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$481.11</u>
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN01094669	18-WIN-Annual fire extinguisher inspections	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	57.40
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$57.40</u>
Program 187202 - Youth Sports-Winslow Totals									Invoice Transactions 2	<u>\$538.51</u>
Program 187500 - Banneker										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WNL-Q6MN-P1HP	18-Floor Cleaner, Toilet Paper, Glue, Paper Banneker Inventory	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	13.93
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$13.93</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 52310 - Building Materials and Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WNL-Q6MN-P1HP	18-Floor Cleaner, Toilet Paper, Glue, Paper Banneker Inventory	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	243.43
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	<u>\$243.43</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WNL-Q6MN-P1HP	18-Floor Cleaner, Toilet Paper, Glue, Paper Banneker Inventory	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	235.13
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$235.13</u>
Account 53540 - Natural Gas										
9415 - BP Energy Holding Company LLC(BP Energy Retail CO)	21532414	06-City Fac.-Natural Gas Commodity- September 2025 management fee	Paid by EFT # 69686		11/26/2025	11/26/2025	11/26/2025		11/26/2025	4.94
Account 53540 - Natural Gas Totals									Invoice Transactions 1	<u>\$4.94</u>
Program 187500 - Banneker Totals									Invoice Transactions 4	<u>\$497.43</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
1029 - Cintas First Aid & Safety #2	5279970802	18-OPS Cintas First Aid & Safety - cabinet cleaning and fill	Paid by EFT # 69482		11/25/2025	11/25/2025	12/05/2025		12/05/2025	980.00
1029 - Cintas First Aid & Safety #2	5292126404	18-OPS first aid cabinet refills - 9-16-2025	Paid by EFT # 69482		11/25/2025	11/25/2025	12/05/2025		12/05/2025	148.79
6394 - Imperial Bag & Paper CO LLC	7332457-00	18-OPS Cr for TNT Disinfectant Foam inv#7331682-01	Paid by EFT # 69544		11/25/2025	11/25/2025	12/05/2025		12/05/2025	(76.51)
4574 - John Deere Financial f.s.b. (Rural King)	401577	18-cleaning supplies, washer fluid, flashlights	Paid by Check # 80888		11/25/2025	11/25/2025	12/05/2025		12/05/2025	105.57
8658 - Kleindorfer's Hardware LLC	07108	18-one gallon of Simple Green	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	14.49
8658 - Kleindorfer's Hardware LLC	07724	18-Lucas interior detailer	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	19.18
Account 52210 - Institutional Supplies Totals									Invoice Transactions 6	<u>\$1,191.52</u>
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	668541	18-battery, oil filter, oil, tire mounting tool, for Toro Mower	Paid by EFT # 69639		11/25/2025	11/25/2025	12/05/2025		12/05/2025	220.28



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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)	669911	18-anitfreeze for Toro Mower (3)	Paid by EFT # 69639		11/25/2025	11/25/2025	12/05/2025		12/05/2025	34.08
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 2										\$254.36
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	618603	18-Makita cordless drill	Paid by EFT # 69453		11/25/2025	11/25/2025	12/05/2025		12/05/2025	105.92
409 - Black Lumber Co. INC	619147	18-OPS Lumber for Chemical Room at Switchyard Park	Paid by EFT # 69453		11/25/2025	11/25/2025	12/05/2025		12/05/2025	135.74
5149 - E&B Paving, INC	30068876	18- Rail Trail Rogers St Crossing Project- 11/11/25	Paid by EFT # 69501		11/25/2025	11/25/2025	12/05/2025		12/05/2025	5,000.00
334 - Irving Materials, INC	11640426	18-OPS 4000-A-C-Stone for Upper Cascades Park	Paid by EFT # 69551		11/25/2025	11/25/2025	12/05/2025		12/05/2025	464.13
8658 - Kleindorfer's Hardware LLC	22045	18-OPS Box of wedge bolts for shop	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	23.21
8658 - Kleindorfer's Hardware LLC	22052	18-stainless lock nut	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	29.98
7479 - Sunset Hill Fence Co LLC	110084	18-OPS Ornamental fence material for Rose Hill	Paid by EFT # 69651		11/25/2025	11/25/2025	12/05/2025		12/05/2025	13,714.19
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 7										\$19,473.17
Account 52340 - Other Repairs and Maintenance										
294 - All-Phase Electric Supply, INC	0740-1032402	18-OPS Electrical parts -two color/wattage tunable	Paid by EFT # 69432		11/25/2025	11/25/2025	12/05/2025		12/05/2025	113.90
409 - Black Lumber Co. INC	619263	18-OPS material for shop-lock,door barrel bolt, fuel cell	Paid by EFT # 69453		11/25/2025	11/25/2025	12/05/2025		12/05/2025	51.44
4055 - County Line Companies, LLC (dba Play Pros)	5814	18-OPS Replacement arms for 3 memorial benches in Rose Hill	Paid by EFT # 69489		11/25/2025	11/25/2025	12/05/2025		12/05/2025	401.00
313 - Fastenal Company	INBLM240573	18-OPS Yellow Steel Folding Bollard	Paid by EFT # 69514		11/25/2025	11/25/2025	12/05/2025		12/05/2025	120.85
177 - Indiana Oxygen Company, INC	10755655	18-OPS Oxygen Compressed for cutting torches	Paid by EFT # 69545		11/25/2025	11/25/2025	12/05/2025		12/05/2025	22.25
8658 - Kleindorfer's Hardware LLC	07816	18-OPS Material for the new bollards-padlock, pins, nuts	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	27.79



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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	07680	18-OPS-distilled water for batteries on B-Bub at SYP	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	14.59
8658 - Kleindorfer's Hardware LLC	07535	18-door bell switch	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	3.09
8658 - Kleindorfer's Hardware LLC	21847	18-drill bit, screws, Philips driver bit	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	7.25
8658 - Kleindorfer's Hardware LLC	07964	18-bolts, nuts for Toro mower cab	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	5.24
8658 - Kleindorfer's Hardware LLC	07955	18-cover plate, hose clamp	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2.39
8658 - Kleindorfer's Hardware LLC	07165	18-two drill bits, two sloan repair kits	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	79.76
8658 - Kleindorfer's Hardware LLC	22783	18-fire extinguisher, extinguisher bracket, spray paint, flags,	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	113.68
8658 - Kleindorfer's Hardware LLC	07553	18-one gallon muriatic acid, spackling, putty knife	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	15.27
8658 - Kleindorfer's Hardware LLC	07835	18-one gallon antifreeze	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	13.79
8658 - Kleindorfer's Hardware LLC	07928	18-spray paint, bolts	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	20.62
8658 - Kleindorfer's Hardware LLC	08088	18-bushing, bolts, nuts, washers for Toro mower cab	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	21.47
786 - Richard's Small Engine, INC	600560	18-OPS Hustlers mower chute, discharge LG	Paid by EFT # 69623		11/25/2025	11/25/2025	12/05/2025		12/05/2025	226.20
4443 - The Sherwin Williams Company	2657-3	18-5 gallon of paint, brushes/roller	Paid by EFT # 69658		11/25/2025	11/25/2025	12/05/2025		12/05/2025	217.00
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 19										\$1,477.58
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1JD7-C3HJ-DJRG	18-Security Doorbell, Air Filters, Vinyl Sticker Paper OPS Use	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	218.21
409 - Black Lumber Co. INC	618603	18-Makita cordless drill	Paid by EFT # 69453		11/25/2025	11/25/2025	12/05/2025		12/05/2025	144.05
409 - Black Lumber Co. INC	619002	18-treaed deck board for Highland Village Park	Paid by EFT # 69453		11/25/2025	11/25/2025	12/05/2025		12/05/2025	10.59



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	65328	18-OPS Cemetery Markers for White Oak (26)	Paid by EFT # 69513		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,210.00
8658 - Kleindorfer's Hardware LLC	07740	18-bolts for 807 plow	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	11.40
5099 - Office Three Sixty, INC	3296281	18-(1) Bx of 100ct Push Pins for Rose Hill Administrative Office	Paid by EFT # 69600		11/25/2025	11/25/2025	12/05/2025		12/05/2025	4.99
Account 52420 - Other Supplies Totals									Invoice Transactions 6	\$1,599.24
Account 53130 - Medical										
9506 - Indiana University Health Urgent Care Centers, LLC	00174234-00	18-OPS-DS DOT 5 Panel E Screen-M. Hollingsworth-10/28/25	Paid by EFT # 69548		11/25/2025	11/25/2025	12/05/2025		12/05/2025	55.00
9506 - Indiana University Health Urgent Care Centers, LLC	00174238-00	18-OPS-DS Breath Alcohol Test-DOT-A. Robertson-10/28/25	Paid by EFT # 69548		11/25/2025	11/25/2025	12/05/2025		12/05/2025	55.00
Account 53130 - Medical Totals									Invoice Transactions 2	\$110.00
Account 53510 - Electrical Services										
223 - Duke Energy	112625-ParkDukeA	18-Parks Duke Energy 1st December Batch - Oct-Nov Charges	Paid by Check # 80919		11/26/2025	11/26/2025	11/26/2025		11/26/2025	880.95
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$880.95
Account 53540 - Natural Gas										
9415 - BP Energy Holding Company LLC(BP Energy Retail CO)	21532414	06-City Fac.-Natural Gas Commodity-September 2025 management fee	Paid by EFT # 69686		11/26/2025	11/26/2025	11/26/2025		11/26/2025	14.42
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$14.42
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN01092348	18-OPS Annual Fire Extinguisher inspection - SYP Maint Building	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	353.16
392 - Koorsen Fire & Security, INC	IN01092345	18-OPS Annual Fire Extinguisher inspection for - Bryan Park	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	105.70
392 - Koorsen Fire & Security, INC	IN01092373	18-OPS Annual Fire Extinguisher inspection for - Olcott Park	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	124.40
392 - Koorsen Fire & Security, INC	IN01092353	18-OPS Annual Fire Extinguisher insp for Farmer's Market Shed	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	8.20



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN01092349	18-OPS Annual Fire Extinguisher inspection for - rec storage bui	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	16.40
392 - Koorsen Fire & Security, INC	IN01092355	18-OPS Annual Fire Extinguisher inspection for Winslow Goat Farm	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	34.55
392 - Koorsen Fire & Security, INC	IN01092371	18-OPS Annual Fire Extinguisher inspection for Rosehill Cemetery	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	49.20
392 - Koorsen Fire & Security, INC	IN01096430	18-OPS Annual Fire Extinguisher Inspection	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	742.20
Account 53610 - Building Repairs Totals							Invoice Transactions 8			<u>\$1,433.81</u>
Account 53650 - Other Repairs										
9300 - Huston Electric Holding CORP (Cassady Electric)	W13981	18-OPS Miller Showers repairs to electrical panel-7/14	Paid by EFT # 69542		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,070.93
Account 53650 - Other Repairs Totals							Invoice Transactions 1			<u>\$1,070.93</u>
Account 53910 - Dues and Subscriptions										
53442 - Paragon Micro, INC	S5229151B	18- 8 Annual Adobe Subscriptions & Creative Cloud-Ramey/Chestnut	Paid by EFT # 69606		11/25/2025	11/25/2025	12/05/2025		12/05/2025	262.99
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			<u>\$262.99</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3381125	18-OPS floor mat cleaning for Rose Hill 11-12-25	Paid by EFT # 69615		11/25/2025	11/25/2025	12/05/2025		12/05/2025	25.52
53657 - Plymate, INC	3381126	18-OPS floor mat cleaning for Ops Center 11-12-25	Paid by EFT # 69615		11/25/2025	11/25/2025	12/05/2025		12/05/2025	28.26
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 2			<u>\$53.78</u>
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	PM1025	18-OPS Centerstone Hours for October 2025 (187.0)	Paid by EFT # 69479		11/25/2025	11/25/2025	12/05/2025		12/05/2025	3,440.80
5149 - E&B Paving, INC	30068876	18- Rail Trail Rogers St Crossing Project- 11/11/25	Paid by EFT # 69501		11/25/2025	11/25/2025	12/05/2025		12/05/2025	44,208.50



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
20275 - The Travelers Indemnity	000664054A	18-OPS Claimant Brenda Baker Rear Ended - Claim # F6X2631-4/8	Paid by Check # 80897		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,802.62
Account 53990 - Other Services and Charges Totals							Invoice Transactions 3			\$50,451.92
Program 189000 - Operations Totals							Invoice Transactions 59			\$78,274.67
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I384980	18- SYP 52x75 liners	Paid by Check # 80882		11/25/2025	11/25/2025	12/05/2025		12/05/2025	443.57
6394 - Imperial Bag & Paper CO LLC	38757462	18- SYP (6) tork jumbo bath tissue	Paid by EFT # 69544		11/25/2025	11/25/2025	12/05/2025		12/05/2025	281.10
6394 - Imperial Bag & Paper CO LLC	39629721	18-SYP neutral cleaner, bath tissue, wipes	Paid by EFT # 69544		11/25/2025	11/25/2025	12/05/2025		12/05/2025	398.50
6394 - Imperial Bag & Paper CO LLC	38757461	18-SYP (6) 8-in Disp RL Towell 800 ft	Paid by EFT # 69544		11/25/2025	11/25/2025	12/05/2025		12/05/2025	286.14
6394 - Imperial Bag & Paper CO LLC	38604780	18-SYP Institutional Supplies -trash bags, bath tissue, cleaner,	Paid by EFT # 69544		11/25/2025	11/25/2025	12/05/2025		12/05/2025	174.86
6394 - Imperial Bag & Paper CO LLC	38447970	18- SYP (1) Fast and Easy all purp cleaner	Paid by EFT # 69544		11/25/2025	11/25/2025	12/05/2025		12/05/2025	38.67
6394 - Imperial Bag & Paper CO LLC	39710181	18- SYP (3) 52x75 liners	Paid by EFT # 69544		11/25/2025	11/25/2025	12/05/2025		12/05/2025	148.77
Account 52210 - Institutional Supplies Totals							Invoice Transactions 7			\$1,771.61
Account 52310 - Building Materials and Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	402694	18-windshield cleaner, upholstery cleaner, diswash cleaner, grab	Paid by Check # 80888		11/25/2025	11/25/2025	12/05/2025		12/05/2025	105.20
8658 - Kleindorfer's Hardware LLC	07853	18-door sweeps, graffiti remover, Goof Off, caulk adhesive	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	85.73
8658 - Kleindorfer's Hardware LLC	31868	18-SYP Misc Hardware; velcro, scissors, outlet cover, Otterbox	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	120.38
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 3			\$311.31
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	399610	18-trash bags, ice melt, hooks	Paid by Check # 80888		11/25/2025	11/25/2025	12/05/2025		12/05/2025	40.71



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	07989	18-drill bit masonry, drive chuck, concrete anchor, washers, bit	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	38.14
Account 52420 - Other Supplies Totals Invoice Transactions 2										<u>\$78.85</u>
Account 53610 - Building Repairs										
5187 - Green Dragon Lawn Care, INC	4018	18- SYP Mowing Contract 10/1, 10/8, 10/15, 11/5	Paid by EFT # 69528		11/25/2025	11/25/2025	12/05/2025		12/05/2025	3,960.00
Account 53610 - Building Repairs Totals Invoice Transactions 1										<u>\$3,960.00</u>
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	Switch1025	18- SYP Centerstone Oct 2025 hours	Paid by EFT # 69479		11/25/2025	11/25/2025	12/05/2025		12/05/2025	8,412.30
912 - Central Security Systems, INC	553960	18-SYP Pavilion Commercial Fire Alarm Monitoring 12/1/25-2/28/26	Paid by EFT # 69480		11/25/2025	11/25/2025	12/05/2025		12/05/2025	147.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 2										<u>\$8,559.30</u>
Program 189006 - Switchyard Property Totals Invoice Transactions 15										<u>\$14,681.07</u>
Program 189500 - Urban Greenspace										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	22367	18 - UGS 3 yards topsoil for RCA Park Large Shelter project	Paid by EFT # 69522		11/25/2025	11/25/2025	12/05/2025		12/05/2025	126.00
Account 52220 - Agricultural Supplies Totals Invoice Transactions 1										<u>\$126.00</u>
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	H14424	18-UGS double door for pesticide storage area- 11/13	Paid by EFT # 69453		11/25/2025	11/25/2025	12/05/2025		12/05/2025	215.00
8658 - Kleindorfer's Hardware LLC	22864	18 - NAT RES/UGS Landscape staples and aviation snip tool	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	41.98
8658 - Kleindorfer's Hardware LLC	07135	18-foam spray insulation	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	12.39
786 - Richard's Small Engine, INC	600559	18 - NAT RES/UGS Veg Stihl brushcutter repair	Paid by EFT # 69623		11/25/2025	11/25/2025	12/05/2025		12/05/2025	247.49
786 - Richard's Small Engine, INC	600556	18 - NAT RES/UGS chainsaw repair bench fee	Paid by EFT # 69623		11/25/2025	11/25/2025	12/05/2025		12/05/2025	20.00



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189500 - Urban Greenspace										
Account 52420 - Other Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	664780	18 - UGS marine rated battery storage box for water gator	Paid by EFT # 69639		11/25/2025	11/25/2025	12/05/2025		12/05/2025	20.92
Account 52420 - Other Supplies Totals										Invoice Transactions 6
										<u>\$557.78</u>
Account 53990 - Other Services and Charges										
5187 - Green Dragon Lawn Care, INC	4022	18-contractual mowing services at 20 locations-10/1-10/31/25	Paid by EFT # 69528		11/25/2025	11/25/2025	12/05/2025		12/05/2025	11,200.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 189500 - Urban Greenspace Totals										<u>\$11,200.00</u>
										Invoice Transactions 8
										<u>\$11,883.78</u>
Program 189501 - Cemeteries										
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	65328	18-OPS Cemetery Markers for White Oak (26)	Paid by EFT # 69513		11/25/2025	11/25/2025	12/05/2025		12/05/2025	4,040.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	668977	18 - CEM marine battery box for water gator	Paid by EFT # 69639		11/25/2025	11/25/2025	12/05/2025		12/05/2025	19.81
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										<u>\$4,059.81</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops										
313 - Fastenal Company	INBLM240586	18-CEM Restoration workshop supplies-gloves, duct tape, shovel	Paid by EFT # 69514		11/25/2025	11/25/2025	12/05/2025		12/05/2025	168.08
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals										Invoice Transactions 1
Program 189501 - Cemeteries Totals										<u>\$168.08</u>
										Invoice Transactions 3
										<u>\$4,227.89</u>
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
4660 - A.M. Leonard, INC	CI25062005	18-UF Pole pruner adapter	Paid by EFT # 69427		11/25/2025	11/25/2025	12/05/2025		12/05/2025	39.87
4660 - A.M. Leonard, INC	CI25061229	18- UF Pole pruner, replacement saw blades, soil knives, guards	Paid by EFT # 69427		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,969.87
8658 - Kleindorfer's Hardware LLC	23435	18-bundle of marking flags	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	13.49
8658 - Kleindorfer's Hardware LLC	07987	18-two packs cable ties	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	7.58



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	21609	18-drill bits, marking paint	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	46.99
8096 - Sherrill INC (Sherrill Tree) (Tree Stuff)	INV-1161167	18- UF Chainsaw Chaps (4)	Paid by EFT # 69635		11/25/2025	11/25/2025	12/05/2025		12/05/2025	462.37
Account 52420 - Other Supplies Totals								Invoice Transactions	6	\$2,540.17
Account 53990 - Other Services and Charges										
3735 - Bluestone Tree, INC.	18924	18-UF/PW Horizontal Grinding-Ferguson Dog Pk-PW/P&R	Paid by EFT # 69462		11/25/2025	11/25/2025	12/05/2025		12/05/2025	8,000.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$8,000.00
Program 189503 - Urban Forestry Totals								Invoice Transactions	7	\$10,540.17
Department 18 - Parks & Recreation Totals								Invoice Transactions	155	\$218,829.29
Fund 2204 - Park and Recreation - Operating Totals								Invoice Transactions	155	\$218,829.29
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
4504 - American National Red Cross	23015031	18- Public CPR/First Aid Course - 10 participants	Paid by EFT # 69435		11/25/2025	11/25/2025	12/05/2025		12/05/2025	400.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$400.00
Program 181001 - Health & Wellness Totals								Invoice Transactions	1	\$400.00
Program 182500 - Frank Southern Center										
Account 53310 - Printing										
818 - Everywhere Signs, LLC	65410	18-Ladendorf Fregiato & Bigler, Starr dasher ads #3	Paid by EFT # 69513		11/25/2025	11/25/2025	12/05/2025		12/05/2025	360.00
Account 53310 - Printing Totals								Invoice Transactions	1	\$360.00
Program 182500 - Frank Southern Center Totals								Invoice Transactions	1	\$360.00
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	0891	18-FSC Concessions items 11/12/25	Paid by Check # 80895		11/25/2025	11/25/2025	12/05/2025		12/05/2025	84.92
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	1	\$84.92
Program 182501 - Frank Southern Center Concession Totals								Invoice Transactions	1	\$84.92
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	3813	18 - Cascades Chips, Muffins, candy	Paid by Check # 80895		11/25/2025	11/25/2025	12/05/2025		12/05/2025	187.06



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	1417 110625	18 - Cascades Buns	Paid by Check # 80895		11/25/2025	11/25/2025	12/05/2025		12/05/2025	10.74
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	2		<u>\$197.80</u>
Program 183500 - Golf Services Totals							Invoice Transactions	2		<u>\$197.80</u>
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
53619 - Ping, INC	2025100129801	18 - Cascades Credit Memo-driver-Inv #2025100108920	Paid by EFT # 69613		11/25/2025	11/25/2025	12/05/2025		12/05/2025	(278.00)
53619 - Ping, INC	2025100108920	18 - Cascades Golf Club - Fox	Paid by EFT # 69613		11/25/2025	11/25/2025	12/05/2025		12/05/2025	278.00
53619 - Ping, INC	2025100117115	18 - Cascades Golf Club - Hasty	Paid by EFT # 69613		11/25/2025	11/25/2025	12/05/2025		12/05/2025	211.31
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	3		<u>\$211.31</u>
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions	3		<u>\$211.31</u>
Program 184500 - Youth Services -Juke Box										
Account 53540 - Natural Gas										
9415 - BP Energy Holding Company LLC(BP Energy Retail CO)	21532414	06-City Fac.-Natural Gas Commodity-September 2025 management fee	Paid by EFT # 69686		11/26/2025	11/26/2025	11/26/2025		11/26/2025	.38
Account 53540 - Natural Gas Totals							Invoice Transactions	1		<u>\$0.38</u>
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions	1		<u>\$0.38</u>
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	40314	18-1 case of wipes	Paid by EFT # 69530		11/25/2025	11/25/2025	12/05/2025		12/05/2025	162.00
Account 52210 - Institutional Supplies Totals							Invoice Transactions	1		<u>\$162.00</u>
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	07760	18 - TLRC Hardware Supplies -drain pipe connectors, screw driver	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	15.87
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions	1		<u>\$15.87</u>



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53540 - Natural Gas										
9415 - BP Energy Holding Company LLC(BP Energy Retail CO)	21532414	06-City Fac.-Natural Gas Commodity-September 2025 management fee	Paid by EFT # 69686		11/26/2025	11/26/2025	11/26/2025		11/26/2025	16.13
Account 53540 - Natural Gas Totals Invoice Transactions 1										<u>\$16.13</u>
Account 53610 - Building Repairs										
53657 - Plymate, INC	3382648	18 - TLRC Entry Mat Service 11-19-25	Paid by EFT # 69615		11/25/2025	11/25/2025	12/05/2025		12/05/2025	82.38
Account 53610 - Building Repairs Totals Invoice Transactions 1										<u>\$82.38</u>
Account 53650 - Other Repairs										
392 - Koorsen Fire & Security, INC	IN01092374	18 - TLRC Fire Exting. & Hood Fire Sup Inspections	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	432.50
Account 53650 - Other Repairs Totals Invoice Transactions 1										<u>\$432.50</u>
Program 185000 - Twin Lakes Recreation Center Totals Invoice Transactions 5										<u>\$708.88</u>
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	112025	18-TLRC Fitness Specialist	Paid by EFT # 69444		11/25/2025	11/25/2025	12/05/2025		12/05/2025	245.00
9399 - Chloe Clift	112125	18-TLRC Fitness Specialist	Paid by EFT # 69484		11/25/2025	11/25/2025	12/05/2025		12/05/2025	62.50
9124 - Karin B Coopersmith	112025	18-TLRC Fitness Specialist	Paid by EFT # 69488		11/25/2025	11/25/2025	12/05/2025		12/05/2025	125.00
8370 - Alice M Day	111125	18-TLRC Fitness Specialist	Paid by EFT # 69494		11/25/2025	11/25/2025	12/05/2025		12/05/2025	62.50
5274 - Catherine T Gossett	112125	18-TLRC Fitness Specialist	Paid by EFT # 69526		11/25/2025	11/25/2025	12/05/2025		12/05/2025	560.00
8399 - Gustavus Alexis McLeod	111325	18-TLRC Fitness Specialist	Paid by EFT # 69575		11/25/2025	11/25/2025	12/05/2025		12/05/2025	93.75
9212 - Siddhartha T McLeod	110625	18-TLRC Fitness Specialist	Paid by EFT # 69576		11/25/2025	11/25/2025	12/05/2025		12/05/2025	31.25
8184 - Emily E Tally	112025	18-TLRC Fitness Specialist	Paid by EFT # 69653		11/25/2025	11/25/2025	12/05/2025		12/05/2025	125.00
9354 - Logan Thomas	112025	18-TLRC Fitness Specialist	Paid by EFT # 69661		11/25/2025	11/25/2025	12/05/2025		12/05/2025	168.00
9222 - Skyler Wildfong	111925	18-TLRC Fitness Specialist	Paid by EFT # 69678		11/25/2025	11/25/2025	12/05/2025		12/05/2025	62.50



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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)	111325	18-TLRC Fitness Specialist	Paid by EFT # 69680		11/25/2025	11/25/2025	12/05/2025		12/05/2025	31.25
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	11	\$1,566.75
Program 185002 - TLRC-Health & Wellness Totals								Invoice Transactions	11	\$1,566.75
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
7184 - Larry Branam	111925	18-TLRC Basketball Official	Paid by EFT # 69466		11/25/2025	11/25/2025	12/05/2025		12/05/2025	200.00
8414 - Scott Matthew Burton	111925	18-TLRC Basketball Official	Paid by EFT # 69472		11/25/2025	11/25/2025	12/05/2025		12/05/2025	225.00
9044 - Emily Buuck	111925	18-TLRC Future Stars Basketball Instructor	Paid by EFT # 69474		11/25/2025	11/25/2025	12/05/2025		12/05/2025	175.00
20105 - Brandon B Chambers	111725	18-TLRC Basketball Official	Paid by EFT # 69481		11/25/2025	11/25/2025	12/05/2025		12/05/2025	75.00
17565 - Michael B Hicks (Contractual)	112025	18-TLRC Basketball Official	Paid by EFT # 69533		11/25/2025	11/25/2025	12/05/2025		12/05/2025	150.00
8862 - Gavin Muhlenkamp	112025	18-TLRC Basketball Official	Paid by EFT # 69589		11/25/2025	11/25/2025	12/05/2025		12/05/2025	150.00
9714 - Nathan Rushing	111325	18-TLRC Basketball Official	Paid by EFT # 69628		11/25/2025	11/25/2025	12/05/2025		12/05/2025	50.00
9537 - Jordan Stamper	110825	18-TLRC Future Stars Basketball Instructor	Paid by EFT # 69643		11/25/2025	11/25/2025	12/05/2025		12/05/2025	105.00
9167 - David E Stewart	112025	18-TLRC Basketball Official	Paid by EFT # 69646		11/25/2025	11/25/2025	12/05/2025		12/05/2025	275.00
8454 - David Lee Williams	111725	18-TLRC Basketball Official	Paid by EFT # 69679		11/25/2025	11/25/2025	12/05/2025		12/05/2025	50.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	10	\$1,455.00
Program 185003 - TLRC-Basketball Totals								Invoice Transactions	10	\$1,455.00
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	4824	18 - TLRC Concession Supplies 11-20-2025	Paid by Check # 80895		11/25/2025	11/25/2025	12/05/2025		12/05/2025	51.72
21145 - Sysco USA III, LLC	438703243	18 - TLRC Concession Supplies 11-12-25	Paid by EFT # 69652		11/25/2025	11/25/2025	12/05/2025		12/05/2025	874.00
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	2	\$925.72



Board of Park Commissioners Claim Register

Invoice Date Range 11/22/25 - 12/05/25

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 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN01092374	18 - TLRC Fire Exting. & Hood Fire Sup Inspections	Paid by EFT # 69559		11/25/2025	11/25/2025	12/05/2025		12/05/2025	275.35
Account 53610 - Building Repairs Totals							Invoice Transactions 1			\$275.35
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 3			\$1,201.07
Program 186500 - Community Events										
Account 53230 - Travel										
2019 - Leslie Brinson	11.14.25	18-per diem-IPRA Conf-Muncie, IN-11/10-11/13	Paid by EFT # 69467		11/25/2025	11/25/2025	12/05/2025		12/05/2025	204.75
Account 53230 - Travel Totals							Invoice Transactions 1			\$204.75
Account 53730 - Machinery and Equipment Rental										
4175 - The Stables Events, LLC (Izzy's Rentals)	24688	18-Toilet rental (3)-Pumpkin Launch event 10/24/25	Paid by EFT # 69659		11/25/2025	11/25/2025	12/05/2025		12/05/2025	305.00
Account 53730 - Machinery and Equipment Rental Totals							Invoice Transactions 1			\$305.00
Program 186500 - Community Events Totals							Invoice Transactions 2			\$509.75
Program 186502 - Community Events-Gardens										
Account 53990 - Other Services and Charges										
448 - Donald R Goodwin (Bullseye Utility Locating)	2406	18- Private utility locating-Willie Streeter fence proj-10/30	Paid by EFT # 69524		11/25/2025	11/25/2025	12/05/2025		12/05/2025	100.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$100.00
Program 186502 - Community Events-Gardens Totals							Invoice Transactions 1			\$100.00
Program 186503 - Community Events-Farmers' Market										
Account 53990 - Other Services and Charges										
10111 - Edward Lockwood	NPYTE-OCT-2025	18- Farmers Market Entertainment 10-25-25	Paid by EFT # 69565		11/25/2025	11/25/2025	12/05/2025		12/05/2025	100.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-281471	18- Farmers Market Custodial Cleaning - August 2025	Paid by EFT # 69641		11/25/2025	11/25/2025	12/05/2025		12/05/2025	400.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$500.00
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions 2			\$500.00



Board of Park Commissioners Claim Register

Invoice Date Range 11/22/25 - 12/05/25

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 187002 - Adult Sports-Tennis										
Account 52420 - Other Supplies										
5149 - E&B Paving, INC	30068876	18- Rail Trail Rogers St Crossing Project- 11/11/25	Paid by EFT # 69501		11/25/2025	11/25/2025	12/05/2025		12/05/2025	3,000.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$3,000.00
								Program 187002 - Adult Sports-Tennis Totals	Invoice Transactions 1	\$3,000.00
Program 189000 - Operations										
Account 52420 - Other Supplies										
4055 - County Line Companies, LLC (dba Play Pros)	5812	18-OPS Memorial Bench John A Ott	Paid by EFT # 69489		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,454.00
818 - Everywhere Signs, LLC	65391	18-OPS B-Line backer plaque (Charlotte Zietlow) Decal for light	Paid by EFT # 69513		11/25/2025	11/25/2025	12/05/2025		12/05/2025	150.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	\$2,604.00
								Program 189000 - Operations Totals	Invoice Transactions 2	\$2,604.00
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	617891	18- SYP test plug/stopper 3"	Paid by EFT # 69453		11/25/2025	11/25/2025	12/05/2025		12/05/2025	7.99
8658 - Kleindorfer's Hardware LLC	21993	18- SYP 2" Expand Plug	Paid by EFT # 69558		11/25/2025	11/25/2025	12/05/2025		12/05/2025	6.59
3594 - Steve G Wright (Steve's Welding)	677594	18 -SYP fabricated cart for fencing segments	Paid by Check # 80899		11/25/2025	11/25/2025	12/05/2025		12/05/2025	1,000.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 3	\$1,014.58
								Program 189006 - Switchyard Property Totals	Invoice Transactions 3	\$1,014.58
Program G21015 - 2021-2024 Leonard Sp Nature Days										
Account 52420 - Other Supplies										
5296 - The Acorn Group, INC	481438B	18 - (2) Bird skulls Hummingbird and Bald Eagle	Paid by EFT # 69655		11/25/2025	11/25/2025	12/05/2025		12/05/2025	260.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$260.00
								Program G21015 - 2021-2024 Leonard Sp Nature Days Totals	Invoice Transactions 1	\$260.00
Program G24010 - YAPA Grant 2024										
Account 52420 - Other Supplies										
9148 - Office Easel LLC	2085	18-9" recycled plastic frisbees for parks giveaways #500	Paid by EFT # 69599		11/25/2025	11/25/2025	12/05/2025		12/05/2025	878.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$878.00
								Program G24010 - YAPA Grant 2024 Totals	Invoice Transactions 1	\$878.00
								Department 18 - Parks & Recreation Totals	Invoice Transactions 51	\$15,052.44
								Fund 2211 - Park Nonreverting Operating Totals	Invoice Transactions 51	\$15,052.44



Board of Park Commissioners Claim Register

Invoice Date Range 11/22/25 - 12/05/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2402 - ARP COVID Local Fiscal Recovery										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 54510 - Other Capital Outlays										
3885 - Building Associates, INC	15165	18-Installation of ADA (Push Button) Entry Door at TLRC-11/18	Paid by EFT # 69471		11/25/2025	11/25/2025	12/05/2025		12/05/2025	71,994.00
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	1	\$71,994.00
Program G21005 - ARPA COVID Local Fiscal Recovery Totals								Invoice Transactions	1	\$71,994.00
Department 18 - Parks & Recreation Totals								Invoice Transactions	1	\$71,994.00
Fund 2402 - ARP COVID Local Fiscal Recovery Totals								Invoice Transactions	1	\$71,994.00
Fund 4655 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
5149 - E&B Paving, INC	30068876	18- Rail Trail Rogers St Crossing Project- 11/11/25	Paid by EFT # 69501		11/25/2025	11/25/2025	12/05/2025		12/05/2025	30,524.00
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	1	\$30,524.00
Program 18018B - Griffy Loop Trail Lower Cascades Totals								Invoice Transactions	1	\$30,524.00
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
6363 - Goodmark Nurseries, LLC	ARINV-012720	18- UF Tree Planting Stock (78)	Paid by EFT # 69523		11/25/2025	11/25/2025	12/05/2025		12/05/2025	17,155.00
8962 - Benjamin Abel Hertel (Native View LLC)	736	18-UF- 2025 Canopy expansion & replacement-35 tree installations	Paid by EFT # 69532		11/25/2025	11/25/2025	12/05/2025		12/05/2025	8,519.70
8962 - Benjamin Abel Hertel (Native View LLC)	748	18-UF- 2025 Canopy expansion & replacement-23 tree installations	Paid by EFT # 69532		11/25/2025	11/25/2025	12/05/2025		12/05/2025	5,598.66
8962 - Benjamin Abel Hertel (Native View LLC)	751	18-UF- 2025 Canopy expansion & replacement-40 tree installations	Paid by EFT # 69532		11/25/2025	11/25/2025	12/05/2025		12/05/2025	9,736.80
8962 - Benjamin Abel Hertel (Native View LLC)	752	18-UF- 2025 Canopy expansion and replacement project - 33 trees	Paid by EFT # 69532		11/25/2025	11/25/2025	12/05/2025		12/05/2025	8,032.86



Board of Park Commissioners Claim Register

Invoice Date Range 11/22/25 - 12/05/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4655 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
5485 - Woody Warehouse Nursery, INC	201689	18-Uf Tree Planting Stock (94)	Paid by EFT # 69683		11/25/2025	11/25/2025	12/05/2025		12/05/2025	5,148.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	6		\$54,191.02
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals							Invoice Transactions	6		\$54,191.02
Department 18 - Parks & Recreation Totals							Invoice Transactions	7		\$84,715.02
Fund 4655 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	7		\$84,715.02
Fund 4665 - Parks GO Bonds 2022										
Department 18 - Parks & Recreation										
Program 180000 - Main										
Account 54510 - Other Capital Outlays										
16 - Butler, Fairman & Seufert, INC	109973	07 - North Dunn Multiuse Path, PE 09/01/25-09/30/25	Paid by EFT # 69473		11/25/2025	11/25/2025	12/05/2025		12/05/2025	38,348.40
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$38,348.40
Program 180000 - Main Totals							Invoice Transactions	1		\$38,348.40
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$38,348.40
Fund 4665 - Parks GO Bonds 2022 Totals							Invoice Transactions	1		\$38,348.40
Grand Totals							Invoice Transactions	215		\$428,939.15

REGISTER OF CLAIMS
Board of Park Commissioners Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/05/25	Claims				\$428,939.15
					<u>\$428,939.15</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 \$428,939.15 12/5/2025

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_____

Expenses November 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of November	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of November	2025 % of Expenses2
General Fund							
Administration	967,553	831,505	714,598	85.94%	1,153,565	1,069,443	92.71%
Health & Wellness	96,485	100,881	94,734	93.91%	108,676	86,169	79.29%
Community Relations	526,904	509,068	448,419	88.09%	497,933	491,068	90.06%
Aquatics	515,687	473,268	425,963	90.00%	614,193	483,515	78.72%
Frank Southern Center	476,556	394,405	283,852	71.97%	478,717	378,539	79.07%
Golf Services	1,121,282	1,111,405	1,059,626	95.34%	1,107,482	1,046,240	94.47%
Natural Resources	489,686	384,193	360,560	93.85%	489,115	414,011	84.64%
Youth Programs	87,236	82,921	75,968	91.62%	95,851	98,250	102.50%
TLRC	336,480	314,339	294,293	93.62%	411,396	399,345	97.07%
Community Events	586,536	559,780	519,635	92.83%	557,949	628,704	112.68%
Adult Sports	280,961	293,681	253,578	86.34%	306,073	256,914	83.94%
Youth Sports	341,796	304,798	250,231	82.10%	330,873	232,256	70.20%
BBCC	456,923	339,608	309,432	91.11%	507,621	388,240	76.48%
Inclusive Recreation	105,704	96,920	92,293	95.23%	92,771	101,304	109.20%
Operations	2,300,690	2,108,900	1,582,971	75.06%	2,393,841	1,975,294	82.52%
Switchyard Property	1,104,528	846,400	707,282	83.56%	1,112,005	666,978	59.98%
Hopewell	0	0	0	0.00%	0	35,517	0.00%
Urban Greenspace	1,198,072	933,709	833,557	89.27%	1,154,905	948,666	82.14%
Cemeteries	243,032	206,016	188,834	91.66%	242,063	202,386	83.61%
Urban Forestry	697,586	647,680	480,328	74.16%	561,154	429,099	76.47%
General Fund total:	11,933,697	10,539,478	8,976,154	85.17%	12,216,179	10,331,937	84.58%
Expenses November 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of November	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of November	2025 % of Expenses2
Non-Reverting Fund							
Administration	19,400	5,525	4,876	88.26%	32,000	35,097	109.68%
Health & Wellness	5,925	14,462	12,060	83.40%	11,149	8,618	77.30%
Community Relations	5,350	2,045	2,045	100.00%	3,000	0	0.00%
Aquatics	94,712	68,315	88,042	128.88%	131,161	69,149	52.72%
Frank Southern Center	116,963	70,277	91,357	130.00%	121,037	73,628	60.83%
Golf Services	163,535	184,016	183,814	99.89%	242,847	197,954	81.51%
Natural Resources	46,850	57,423	40,113	69.86%	53,350	32,237	60.43%
Youth Programs	171,747	174,109	173,516	99.66%	165,818	160,492	96.79%
*TLRC - day to day	877,333	823,393	723,101	87.82%	641,795	479,259	74.67%
Community Events	149,792	145,809	134,472	92.23%	151,675	145,849	96.16%
Adult Sports	90,505	36,961	46,757	126.50%	75,636	50,709	67.04%
Youth Sports	935	2,601	24,505	942.16%	5,647	20,247	358.54%
BBCC	5,960	2,010	3,446	171.47%	5,375	8,106	150.81%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%
Operations	53,340	35,592	27,831	78.20%	43,340	13,785	31.81%
Switchyard	36,185	29,555	28,395	96.07%	55,471	52,631	94.88%
Hopewell	0	346	71	20.59%	46,100	24,508	53.16%
Urban Forestry	14,800	61,718	146,960	238.11%	14,900	16,591	111.35%
N-R Fund subtotal:	1,853,333	1,714,157	1,731,363	101.00%	1,800,301	1,388,859	77.15%
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	2,214,276	100.78%	2,282,288	1,870,847	81.97%

Expenses November 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of November	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of November	2025 % of Expenses2
Other Misc Funds							
25-26 MCCSC 21st Com Learn						25,985	
24-25 MCCSC 21st Com Learn		26,650	19,250			23,198	
23-24 MCCSC 21st Com Learn		28,245	30,878			6,659	
2022-2024 MCCSC 21st Century							
Storm Response Plan							
Banneker Nature Days		4,854	4,854			4,860	
Leonard Sp Nature Days		4,140	4,140			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	80,154	283.78%	0	91,501	
TOTAL ALL FUNDS	14,269,942	9,537,723	11,270,584	118.17%	14,498,468	12,294,286	84.80%

PARKS AND RECREATION REVENUES AND EXPENSES: COMPARISON REPORT

Revenue November 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of November	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of November	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	136,451	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%
Aquatics	206,000	244,959	244,959	100.00%	206,000	277,401	134.66%
Frank Southern	199,500	220,795	160,831	72.84%	199,500	173,247	86.84%
Golf Services	766,000	1,107,007	1,112,175	100.47%	821,000	1,288,241	156.91%
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	15,974	100.00%	15,000	15,544	103.63%
Adult Sports	32,000		0	0.00%	32,000	866	2.71%
Youth Sports	6,000	13,706	13,713	100.05%	6,000	5,775	96.24%
BBCC	19,260	33,027	32,332	97.89%	20,030	30,826	153.90%
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	30,550	93.57%	43,750	17,000	38.86%
Urban Forestry	0			0.00%	0	0	0.00%
Subtotal Program Rev	2,053,335	2,442,180	2,384,596	97.64%	1,343,280	1,945,350	144.82%
General Fund Total	10,395,766	10,802,586	6,966,907	64.49%	10,734,750	7,673,437	71.48%

Revenue November 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of November	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of November	2025 % of Revenue Collected to date
Non-Reverting Fund							
Administration	35,600	28,473	22,258	78.17%	35,600	23,507	66.03%
Health & Wellness	13,400	15,952	15,793	99.00%	15,000	7,249	48.33%
Community Relations	3,000	3,290	3,290	100.00%	3,000	2,100	70.00%
Aquatics	83,800	97,621	97,421	99.80%	85,700	76,145	88.85%
Frank Southern	84,550	90,062	61,321	68.09%	80,750	63,908	79.14%
Golf Services	184,500	296,173	277,276	93.62%	184,500	261,127	141.53%
Natural Resources	71,400	78,623	78,617	99.99%	77,500	67,755	87.43%
Youth Programs	174,500	179,013	177,808	99.33%	170,000	169,370	99.63%
*TLRC -Operational	902,598	893,441	795,292	89.01%	931,104	836,617	89.85%
Community Events	145,000	160,660	165,203	102.83%	153,000	208,656	136.38%
Adult Sports	95,000	73,278	73,019	99.65%	53,660	83,387	155.40%
Youth Sports	45,350	33,889	30,395	89.69%	45,350	23,249	51.27%
BBCC	7,200	11,038	10,941	99.12%	10,500	15,562	148.21%
Operations	82,440	75,020	68,396	91.17%	82,440	69,667	84.51%
Switchyard	60,000	90,286	83,208	92.16%	74,000	87,650	118.45%
Cemeteries	0	0	0	0.00%	0	0	0.00%
Urban Forestry	23,600	18,656	17,956	96.25%	23,600	31,697	134.31%
N-R Fund subtotal:	2,011,938	2,145,475	1,978,195	92.20%	2,025,704	2,027,646	100.10%

Revenue November 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of November	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of November	2025 % of Revenue Collected to date
Other Misc Funds							
25/26 MSCSC 21st Cent						19,201	
24-25 MCCSC 21st Century Learn			17,322			40,623	
G23-24 MCCSC 21st Com			30,344				
Duke Power Line			24,875				
Rosehill Trust			3,105			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	116,755		24,900	124,128	
TOTAL ALL FUNDS	12,407,704	12,948,062	9,061,856	69.99%	12,785,354	9,825,211	76.85%

2025 Non-Reverting Cash Balances	1	2	3	4	5	6	7
Area	Beginning Balance 1/1/2025	Revenue as of 11/30/2025	Other Misc. Revenue	Expenses as of 11/30/2025	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	23,506.51		35,097.28		(11,590.77)	474,283.60
Health & Wellness	20,554.92	7,249.00		8,618.10		(1,369.10)	19,185.82
Community Relations	46,384.27	2,100.00		0.00		2,100.00	48,484.27
Aquatics	419,105.86	76,145.31		69,148.64		6,996.67	426,102.53
Frank Southern Center	213,570.19	63,907.80		73,627.57		(9,719.77)	203,850.42
Golf Course	549,526.71	261,127.46		197,953.92		63,173.54	612,700.25
Natural Resources	432,146.52	67,754.82		32,237.27		35,517.55	467,664.07
Allison Jukebox	343,545.21	169,369.51		160,491.94		8,877.57	352,422.78
TLRC	(3,700,424.87)	753,279.24		961,246.91		(207,967.67)	(3,908,392.54)
TLRC Reserve	1,015,085.85	83,337.95		0.00		83,337.95	1,098,423.80
Community Events	555,736.27	208,655.62		145,848.82		62,806.80	618,543.07
Adult Sports	40,927.16	83,387.25		50,709.35		32,677.90	73,605.06
Youth Sports	25,113.29	23,248.84		20,246.82		3,002.02	28,115.31
Skate Park	22,417.65	0.00		0.00		0.00	22,417.65
Benjamin Banneker Comm Center	68,616.10	15,562.09		8,105.96		7,456.13	76,072.23
Operations	382,696.48	71,267.00		38,292.76		32,974.24	415,670.72
Switchyard Property	397,624.77	86,049.86		52,630.97		33,418.89	431,043.66
Urban Forestry	60,168.12	31,697.28		16,590.68		15,106.60	75,274.72
TOTALS	1,378,668.87	2,027,645.54	0.00	1,870,846.99	0.00	156,798.55	1,535,467.42
							156,798.55
							ACTUAL INCREASE - DECREASE FOR THE CURRENT FISCAL YEAR

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
11/05/2025	2923367	6	PSS	5750	BBCC Rental (5750)	Refund Now	grabowsm	150.00	0.00	150.00
11/10/2025	2927274	5	AR	340009_A	Nature Detectives (340009-A)	Refund Now	michele.wilson	5.00	0.00	5.00
11/10/2025	2927275	5	AR	340009_A	Nature Detectives (340009-A)	Refund Now	michele.wilson	5.00	0.00	5.00
11/10/2025	2927277	5	AR	340009_A	Nature Detectives (340009-A)	Refund Now	michele.wilson	5.00	0.00	5.00
11/10/2025	2927281	5	AR	340009_A	Nature Detectives (340009-A)	Refund Now	michele.wilson	5.00	0.00	5.00
11/10/2025	2927281	5	AR	340009_A	Nature Detectives (340009-A)	Refund Now	michele.wilson	5.00	0.00	5.00
11/10/2025	2927283	5	AR	340009_A	Nature Detectives (340009-A)	Refund Now	michele.wilson	6.00	0.00	6.00
11/10/2025	2927287	5	AR	340009_A	Nature Detectives (340009-A)	Refund Now	michele.wilson	6.00	0.00	6.00
11/10/2025	2927289	5	AR	340009_A	Nature Detectives (340009-A)	Refund Now	michele.wilson	6.00	0.00	6.00
11/10/2025	2927289	5	AR	340009_A	Nature Detectives (340009-A)	Refund Now	michele.wilson	6.00	0.00	6.00
11/10/2025	2927293	5	AR	340014_A	Hoot Goes There? (340014-A)	Refund Now	michele.wilson	6.00	0.00	6.00
11/10/2025	2927297	5	AR	340014_A	Hoot Goes There? (340014-A)	Refund Now	michele.wilson	7.00	0.00	7.00
11/10/2025	2927306	5	AR	340014_A	Hoot Goes There? (340014-A)	Refund Now	michele.wilson	6.00	0.00	6.00
11/10/2025	2927306	5	AR	340014_A	Hoot Goes There? (340014-A)	Refund Now	michele.wilson	6.00	0.00	6.00
11/10/2025	2927307	5	AR	340014_A	Hoot Goes There? (340014-A)	Refund Now	michele.wilson	6.00	0.00	6.00
11/10/2025	2927307	5	AR	340014_A	Hoot Goes There? (340014-A)	Refund Now	michele.wilson	6.00	0.00	6.00
11/10/2025	2927311	5	AR	340014_A	Hoot Goes There? (340014-A)	Refund Now	michele.wilson	6.00	0.00	6.00
11/10/2025	2927314	5	AR	340014_A	Hoot Goes There? (340014-A)	Refund Now	michele.wilson	7.00	0.00	7.00
11/10/2025	2927314	5	AR	340014_A	Hoot Goes There? (340014-A)	Refund Now	michele.wilson	7.00	0.00	7.00
11/10/2025	2927317	5	AR	340014_A	Hoot Goes There? (340014-A)	Refund Now	michele.wilson	6.00	0.00	6.00
11/10/2025	2927319	5	AR	340014_A	Hoot Goes There? (340014-A)	Refund Now	michele.wilson	7.00	0.00	7.00
11/10/2025	2927319	5	AR	340014_A	Hoot Goes There? (340014-A)	Refund Now	michele.wilson	7.00	0.00	7.00
11/12/2025	2928253	6	FR	COURT_TLRC_c	Court 2 on 11/09/2025 at 1:00pm to	Refund Now	grabowsm	75.00	0.00	75.00
11/12/2025	2928253	6	FR	ROOMS_TLRC_	TLRC Party Room on 11/09/2025 at	Refund Now	grabowsm	100.00	0.00	100.00
11/12/2025	2928430	6	PSS	5655	Misc. Comm Events (5655)	Refund Now	grabowsm	25.00	0.00	25.00
11/12/2025	2928473	6	PSS	5750	BBCC Rental (5750)	Refund Now	grabowsm	110.00	0.00	110.00
11/14/2025	2929761	5	PSS	5903	Switch Yard Park Pavilion (5903)	Refund Now	michele.wilson	100.00	0.00	100.00
11/19/2025	2932391	6	AR	325017_A	House Hockey - Level 1, Su 12:30-1:	Refund Now	grabowsm	40.00	0.00	40.00

Report Summary Totals

Total Refund Records:	28
Total Fees Refunded:	726.00
Total Tax Refunded:	0.00
Total Amount Refunded:	726.00



City of Bloomington

Disposal / Surplus / Trade In Form

PAGE NO.

1 of 1

DEPT: Parks and Recreation

DATE:

12/11/2025

LOCATION: Showers

PHONE:

812-349-3700

DEPT. HEAD / DIVISION DIRECTOR: Tim Street

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.		Closed				<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
2. Do not enter any items						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
3.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
4.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
5.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
6.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
7.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
8.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
9.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
10.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
11.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
12.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
13.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
14.						<input type="checkbox"/> Sell <input 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			

STAFF REPORT

A7 Agenda item

Admin. Approval: TS
Date: 12/3/25

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: December 11, 2025
**SUBJECT: REVIEW AND APPROVAL OF THE 2026 SERVICE AGREEMENT WITH
NEXT BITE, LLC**

Recommendation

Staff recommends the review/approval of the service agreement with Next Bite, LLC (dba HOODZ of Central & Northeast Indiana) for the Parks department. Total amount of service agreement not to exceed \$8,000. Funding sources to pay for these services will be 2211-18-185006-53610 NR (TLRC); 2211-18-187006-53610 NR (TLSP) and 2204-18-187500-53610 (Banneker).

Background

HOODZ provides cleaning, inspection, and preventive service to exhaust hoods for food and beverage providers. Typically, we use this service once a year or on an “as needed” basis.

RESPECTFULLY SUBMITTED,



Daren Eads
Sports Facility Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Next Bite, LLC

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Park Board (“Board”) (collectively the “City”), and Next Bite, 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 Eight Thousand (\$8,000.00) Dollars. 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 47402. 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	Next Bite, LLC
Attn: Daren Eads, Project Manager	Attn: Marcus Colson
PO Box 848	7750 Zionsville Road
Bloomington, IN 47402	Indianapolis, IN 46268
eadsd@bloomington.in.gov	marcus.colson@hoodz.us.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 NEXT BITE, LLC Indiana.”

CITY OF BLOOMINGTON

BY:

Kathleen Mills, Chair DATED
Board of Park Commissioners

Tim Street, Director DATED

Margie Rice, Corporation Counsel DATED

NEXT BITE, LLC

BY:

Signature DATED

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Annual kitchen exhaust hood cleaning and inspection at parks properties and facilities.

Hood Inspection and Cleaning: \$495.00 (per facility)

Third Party Mandatory Fire Compliance Form Completion: \$50.00 (per facility)

Fuel Charge: \$19.99 (per facility)*

Total: \$564.99

Additional fees, charges, and material costs quoted as needed

*Trip charge outside of regularly scheduled inspection/cleaning: \$99.95

Parks facilities included in service agreement:

Twin Lakes Recreation Center - \$564.99

Twin Lakes Sports Park - \$564.99

Benjamin Banneker Community Center - \$564.99

EXHIBIT “B”

PROJECT SCHEDULE

Contractor shall perform the Services as agreed upon schedule between the “City” and “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

Printed name

A8 Agenda itemAdmin. Approval: TS
Date: 12/3/25

TO: Board of Park Commissioners
FROM: Mary Welz, Natural Resources Manager
DATE: December 11, 2025
SUBJECT: Review/Approval of Contract Addendum with Marshall Security for the 2025 Griffy Deer Hunt

Recommendation

Staff recommends approval of this contract addendum with Marshall Security Inc. (MSI) to cover additional scope of work for the asphalt improvements at Griffy Lake Nature Preserve.

Amount: \$240.00

Funding source: 2204-18-184000-53990

Background

This addendum provides additional security coverage during the annual deer reduction hunt at Griffy Lake Nature Preserve on November 15-16 and November 22-23, 2025. An internal scheduling gap was encountered at the Griffy Dam and Boathouse locations, between 11 am and 1 pm on each day of the deer hunt. Upon request, MSI was able to provide additional staff coverage to fill this security need.

RESPECTFULLY SUBMITTED,**Mary Welz, Natural Resources Manager**

ADDENDUM TO AGREEMENT
between
The City of Bloomington Parks and Recreation Department
and
Marshall Security LLC
for Security Services at Griffy Lake Nature Preserve

(Entered in this _____ day of _____, 2025)

WHEREAS, the City of Bloomington Department of Parks and Recreation (the “Department”), by its Board of Park Commissioners (“Board”)(collectively the “City”), and Marshall Security LLC (“Contractor”) entered into an Agreement in September 2025 to provide security services during the deer hunt at Griffy Lake Nature Preserve.; and

WHEREAS, the Contractor and City have agreed on an additional scope and fee to increase shift coverage to fill a shortage in internal staff availability; and

WHEREAS, the Contractor is to provide additional shift coverage to ensure security coverage during the deer hunt; and

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

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

WHEREAS, pursuant to Article 3 of said Agreement, additional services require approval of funding and a fully executed written amendment to the Agreement.

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 two-hundred and forty dollars (\$240.00), bringing the total not-to-exceed contract amount to one-thousand, six-hundred and eighty dollars \$1,680.00).

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

CITY OF BLOOMINGTON

MSI Security LLC.

Tim Street, Director
Parks and Recreation Department

Signature

Kathleen Mills, Park Board President
Board of Park Commissioners

Name, Title



CONTRACT COVER MEMORANDUM

Jessica McClellan, Controller

FROM: Mary Welz, Natural Resources Manager

DATE: 9/10/2025

RE: Security Contract with Marshall Security for 2025 Griffy Deer Hunt

Contract Recipient/Vendor Name:	Marshall Security LLC
Department Head Initials of Approval:	TS _{DS}
Controller Initials of Approval:	<u>M</u>
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Division Director: Rebecca Swift
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Platt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-790
Due Date For Signature:	Friday before Park Board: 7/19/2025
Expiration Date of Contract:	December 31, 2025
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$1,440.00
Funding Source:	2204-18-184000-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Vendor #6330
Contract Compliance Certification Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: Contractor shall provide security services during the annual deer reduction hunt at Griffy Lake Nature Preserve on November 15-16 and November 22-23, 2025. Duties include monitoring the parking lots at the Griffy Lake Boathouse and at Griffy Lake Dam, informing visitors that the property is closed and contacting the Bloomington Police Department for assistance, if necessary.

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Marshall Security 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 Marshall Security 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 one-thousand, four-hundred, forty (\$1,440.00) 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, Parks and Recreation Department, 401 N Morton ST STE 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	Marshall Security LLC
Attn: Mary Welz, Project Manager	Attn: Megan Bentley, Chief Executive Officer
(812) 349-3736	(812) 345-8179

Email: mary.welz@bloomington.in.gov

E-mail: megan@marshallmsi.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 Marshall Security LLC.”

CITY OF BLOOMINGTON
BY:

MARSHALL SECURITY LLC
BY:

Signed by:
Kathleen Mills 9/29/2025
88632E64EA46434...
Kathleen Mills, Chair DATED
Board of Park Commissioners

Signed by:
Megan Bentley 9/30/2025
30C012E77EB44C1...
Signature DATED

Signed by:
Tim Street 9/26/2025
1037C9A399C14F3...
Tim Street, Director DATED

Megan Bentley
Printed Name

CEO
Title

EXHIBIT "A"**SCOPE OF WORK**

The Services shall include the following:

**MSI SECURITY**

Marshall Security LLC – Ever Vigilant

2520 W 3rd Street, Bloomington, IN 47404

STATEMENT OF WORK

This Statement of Work ("SOW") is made as of the **21st Day of August, 2025** by and between **Bloomington Parks & Recreation** ("the Client") and **Marshall Security LLC** (DBA MSI Security). This SOW shall be governed by the laws of the State of Indiana. The venue of any disputes arising under this SOW shall be in Monroe County, Indiana. In any action to enforce the terms of this SOW, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

MSI shall furnish Client with 2 Security Officers ("S/O") to perform unarmed security services in accordance with the following schedule of hours, service location, bill rates and/or other compensation requirements, and scope of Services. The scope of Services and all items incorporated in this SOW will remain in effect throughout the SOW's effective period. All work performed will be billed at a minimum of four hours.

COVERAGE SCHEDULE	NUMBER OF OFFICERS	BILL RATE	ESTIMATED TOTAL PER WEEKEND
Saturday – Sunday 05:00 AM – 11:00 AM 01:00 PM – 07:00 PM (12 hours per day)	2	\$30.00 /Hour / Officer	\$1,440.00

SERVICE LOCATION: Griffy Lake parking lots;

- Griffy Lake Boathouse Parking, 3400 N Headley Rd, Bloomington, IN 47408
- Griffy Lake Dam Parking, across from, 3501 N Dunn St, Bloomington, IN 47408

EFFECTIVE PERIOD OF SOW: 11/15/2025 – 11/16/2025; 11/22/2025 – 11/23/2025

COMPENSATION

1. MSI and Client agree to a fixed rate of \$30.00 per standard billable hour worked and per S/O, subject to additions and deductions as agreed upon by both parties. In the event that additional coverage or personnel is required, the Client will be billed at a rate of \$30.00/hour/officer.
2. Payment will be remitted to MSI upon receipt of invoice and prior to the rendering of services. MSI will not provide services unless payment has been received in advance. Failure to pay within fifteen (15) days of receipt may result in a late interest charge to be accrued on the outstanding balance at a rate of eighteen percent (18%) per annum. This late interest charge will commence on the first day following the fifteen (15) day grace period and will continue to accrue on a daily basis until the



MSI SECURITY

Marshall Security LLC – Ever Vigilant

2520 W 3rd Street, Bloomington, IN 47404

balance is paid in full. Services may be suspended through written notice at the sole discretion of MSI should an invoice not be paid in full thirty (30) days after the receipt of invoice.

3. To ensure the availability of our services for all clients and to protect the livelihood of our employees, MSI requires a minimum of 72 hours' notice for cancellations or modifications to scheduled security coverage. Please note that cancellations made within 72 hours of the scheduled service date(s) will incur a fee equivalent to four hours of work for each slated Security Officer.

SCOPE OF SERVICES

1. The Client shall provide all necessary information regarding the rules, regulations, and other instructions specific to the Client of which MSI will use to perform the Services. The Client shall furnish such information as expeditiously as is necessary for the orderly progress of the Services, and MSI shall be entitled to rely upon the accuracy and completeness of such information.
2. Each S/O will maintain a physical presence at one of the two designated parking areas. S/Os will redirect any public park visitors who attempt to enter the two designated parking areas or any adjoining or otherwise specified trails, as well as provide them with any appropriate contact details or information. S/O will intervene where appropriate and notify the Client's point of contact ("POC") of relevant incidents by means of an electronic incident report or direct contact methods such as a phone call.
3. In the event of an emergency including but not limited to events involving an active shooter or otherwise violent person(s), S/O will contact all necessary personnel, such as law enforcement, EMS, and fire. S/O will assist guests and staff to safety up to the point where his or her safety becomes jeopardized, and evacuation of all personnel is necessary. An unarmed S/O is not required to engage a violent offender if his or her personal safety is threatened, nor is any S/O regardless of armed status required to engage a group of two or more offenders without additional support.
4. MSI will have designated Client POCs. POCs agree to be contacted in the event of an emergency regardless of the hour or day.
 - **Client POC:** Ryan Rodts, White Buffalo Senior Wildlife Biologist, 517.937.7187
 - **Client POC #2:** Mary Welz, Natural Resources Manager, O. 812.349.3736, C. 812.219.2683
5. Throughout the effective period, the following MSI POCs are made available to the Client:
 - **After Hours Security Contact:** 812.322.6179
 - **Site Supervisor / Daytime Security Contact:** 812.340.9225
 - **Consults & Escalations:** Chuck Goad, Director of Operations, 260.450.3514, chuck@marshallmsi.com
 - **Contracting POC:** Megan Bentley, Chief Executive Officer, 812.345.8179, megan@marshallmsi.com



MSI SECURITY

Marshall Security LLC – Ever Vigilant

2520 W 3rd Street, Bloomington, IN 47404

4. S/O have the full authority to remove with reasonable force, all non-POCs, including but not limited to staff and guests, from the premise at any time for whatever reason deemed necessary by the Client or security protocol, even if security protocol overrides the Client's orders. S/O will have the authority to remove POC(s) under the direction of the Client and in the event of an emergency.
5. Approval must be obtained from MSI prior to the Client appointing or contracting additional security personnel to perform the Services outlined in this Agreement. Any additional security personnel will fall under the direction of MSI.
6. All weapons must be declared to MSI while S/O is on property grounds.
7. The Client will furnish MSI with key / key card / electronic access to the property and any room in the facilities should a safety or security threat arise. Should the Client not supply access, the Client assumes full responsibility for arranging and granting access to the property and facility for the appropriate personnel. Additionally, the Client shall provide MSI with security camera access and footage upon request if the property employs the technology, it is within the Client's authority to do so, and an active investigation is underway.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this **21st Day of August, 2025.**

MARSHALL SECURITY LLC
DBA MSI SECURITY
2520 W 3rd St, Bloomington, IN 47404

BLOOMINGTON PARKS & RECREATION
GRIFFY LAKE DEER HUNT
401 N Morton St, STE 250 Bloomington, IN 47402

X 


X 
Signed by:
Kathleen Mills
89632E64EA46434...

EXHIBIT “B”

PROJECT SCHEDULE

SERVICE LOCATION: Griffy Lake parking lots;

- Griffy Lake Boathouse Parking, 3400 N Headley Rd, Bloomington, IN 47408
- Griffy Lake Dam Parking, across from, 3501 N Dunn St, Bloomington, IN 47408

EFFECTIVE PERIOD OF SOW: 11/15/2025 -11/16/2025; 11/22/2025-11/23/2025

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 CEO 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.

Signed by:



30C012E77EB44C1...

Signature

Megan Bentley

Printed name

A9

Agenda item

Admin. Approval: TS
Date: 12/3/25

TO: Board of Park Commissioners
FROM: Mary Welz, Natural Resources Manager
DATE: December 11, 2025
SUBJECT: Service Agreement with Eco Logic for Griffy Wetland Woody Invasive Removal

Recommendation

Staff recommends the approval of the contract with Eco Logic for woody invasive plant removal in areas along Wetland Trail at Griffy Lake Nature Preserve.

Total amount of contract: \$9,934.00

Funding source: 2204-18-189500-53990

Background

Eco Logic is a trusted consultant and service provider for ecological restoration at Bloomington Parks and Recreation (BRPD) properties. Since 2018, Eco Logic has delivered a range of consulting and ecological restoration services at Griffy Lake Nature Preserve, including floristic inventory, plant community mapping, deer browse monitoring, and vegetation management.

Eco Logic's prior experience and expertise providing services at Griffy and other Parks properties has resulted in improved land management. Under this contract, Eco Logic will expand on prior efforts to provide woody invasive plant management services covering up to 9 acres in and around the wetland areas east of Griffy Lake.

RESPECTFULLY SUBMITTED,

Mary Welz, Natural Resources Manager

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Eco Logic, 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 Eco Logic, 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 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, nine-hundred and thirty-four (\$9,934.00) 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, Parks and Recreation Department, 401 N Morton ST STE 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, Parks and Recreation	Eco Logic, LLC
Attn: Mary Welz, Project Manager	Attn: Natalie Marinova, Executive Director
E-mail: mary.welz@bloomington.in.gov	E-mail: natalie@ecologicindiana.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.

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 Eco Logic, LLC.”**

**CITY OF BLOOMINGTON
BY:**

**ECO LOGIC, LLC
BY:**

Kathleen Mills, Chair DATED
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:

PROPOSAL FOR RESTORATION SERVICES

Project: 7565 Lake Griffy Wetland Trail IPC Woody Removal

November 12, 2025

Project summary:

This proposal is for invasive plant control (IPC) along the wetland trail to the east of the Griffy Lake parking lot. An overview map is below. The parcel is approximately 9 acres and can be adjusted per client approval. A crew of 3 will cover what they can for three days within this parcel. Areas of mudflats and heavy cattails will not be comprised of woody targets, so will be worked around. Crew will continue working east, as time allows.

Privet and multiflora rose are the main targets, but other woody invasives such as bush honeysuckle, autumn olive, barberry, and callery pear (under 4” DBH) will be included if encountered.

Eco Logic proposes to utilize a Vermeer skid steer with front mounted flat deck mower along with hand crews operating brushcutters to cut and mow target species. When stumps are large enough to be treated, water-safe herbicide in wet areas and oil based herbicide in uplands will be utilized to treat these. City assistance may be needed if trail closures are necessary. Following City signage requirements, Eco Logic will utilize herbicide flagging and signs. GIS data will be provided to the client after completion of the project.

Foliar follow-up in growing season 2026 will be needed to treat resprouts.

Proposed timeline:

December 2025-March 2026 – Mowing and cut-stump treatment

Proposal Price:

Line 1: IPC Woody Removal:	\$9,934.00
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*All herbicide treatment to be performed by OISC Certified applicators

Griffy Lake Wetland Trail IPC Parcel:



EXHIBIT “B”

PROJECT SCHEDULE

December 2025-March 2026 – Mowing and cut-stump treatment of woody invasive vegetation.

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

A10

Agenda item

Admin. Approval: TS
Date: 12/3/25

TO: Board of Park Commissioners
FROM: Amy Leyenbeck, Operations Coordinator
DATE: December 11, 2025
SUBJECT: B&L Sheet Metal Preventative Maintenance Contract

Recommendation

Staff recommends approval of the preventative maintenance contract with B&L Sheet Metal not to exceed \$5,000 , funding source: 2204-18-189000-53610.

Background

B&L Sheet Metal performed an inspection and a few repairs on the roof and gutters for the Buskirk Chumley Theater and the Project School building, two properties owned and maintained by City of Bloomington Parks and Recreation. They do a thorough job with inspections and quality work with repairs. In order to ensure we continue to carefully steward these properties we plan to continue performing regular preventative maintenance on the roofs and gutters for both properties in spring and fall of 2026.

RESPECTFULLY SUBMITTED,

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 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 five thousand (\$5,000.00) 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, amy.leyenbeck@bloomington.in.gov, P.O. Box 848, Bloomington IN 47402. 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
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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.

- 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: Adam Holden
Email: amy.leyenbeck@bloomington.in.gov	E-mail: AHolden@tectaamerica.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 B&L Sheet Metal and Roofing INC.”

**CITY OF BLOOMINGTON
BY:**

**B&L Sheet Metal and Roofing INC
BY:**

Kathleen Mills, Chair DATED
Board of Park Commissioners

Signature DATED

Tim Street, Director DATED

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

B&L’s Preventative Maintenance Program includes:

Clean: Clear debris from the roof surface, gutters, interior drains, and through-wall scuppers which can cause water to pond and accelerate the deterioration of your roof.

Roof inspection: visual inspection is completed of all field membranes, wall panels, roof penetrations, and flashings to identify any deficiencies that may be compromising the roof system.

Maintenance: We will replace deteriorated sealant on metal flashings, refill pitch pans, reseal suspect flashing at equipment curbs and perimeter, and secure drain clamps and rain collars at pipe penetrations.

Summary Report: We will provide you with a summary report of the inspections assessment which will include photographs and recommendations for completing necessary repairs to prolong the service life of your roof system.

EXHIBIT “B”

PROJECT SCHEDULE

Each property will get a spring and fall preventative maintenance visit, to be scheduled with the Operations Coordinator and the primary contacts for building tenants.

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

A11

Agenda item

Admin. Approval: TS

Date: 12/3/25

TO: Board of Park Commissioners
FROM: Amy Leyenbeck Operations Coordinator
DATE: December 11, 2025
SUBJECT: Elite Plumbing & Maintenance Service Agreement

Recommendation

Staff recommends approval of a service agreement with Elite Plumbing and Maintenance not to exceed five thousand dollars, funding sources: 2204-18-189000-5365, 2204-18-187202-5361; 2204-18-187208-5365; 2204-18-187001-5361; 2204-18-182001-5361; 2204-18-182002-5361; 2204-18-182500-5361; 2211-18-185000-5361.

Background

Elite Plumbing and Maintenances comes highly recommended and they are a local company that Parks and Recreation has not used before for plumbing needs. It benefits the department to have a service agreement for when emergency plumbing issues arise.

RESPECTFULLY SUBMITTED,

Amy Leyenbeck, Operations Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Grant McCormick dba Elite Plumbing & Maintenance 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 **Grant McCormick dba Elite Plumbing & Maintenance 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 five thousand (\$5,000.00) 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, amy.leyenbeck@bloomington.in.gov, P.O. Box 848, Bloomington IN 47402. 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: Grant McCormick , Owner
	E-mail: gsmcc81@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:
- 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.

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 Grant McCormick dba
Elite Plumbing & Maintenance LLC.”**

CITY OF BLOOMINGTON

**Grant McCormick dba Elite Plumbing &
Maintenance LLC**

BY:

BY:

Kathleen Mills, Chair DATED
Board of Park Commissioners

Signature DATED

Tim Street, Director DATED

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: Provide drain cleaning services for park facilities on an as-needed basis. Each job will be quoted individually before work takes place.

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

A12 Agenda itemAdmin. Approval: TS
Date: 12/3/25

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: December 11, 2025
**SUBJECT: REVIEW AND APPROVAL OF ADDENDUM TO PARTNERSHIP
AGREEMENT WITH BLOOMINGTON URBAN FOREST RESEARCH GROUP
(BURFG) FOR TREE PLANTING SURVEYS.**

Recommendation

Staff recommends the approval of an addendum to extend the duration of the partnership agreement with Indiana University for two rounds of surveys, to gauge both public interest in trees and tree planting projects, and other valuable data for Urban Forestry to base future planting projects off of. There should be a pre-planting survey and post planting survey.

Amount not to exceed: \$6,500

Funding Source: 4655-18-18018C-54510

Background

This extension of this partnership is being requested because of various time delays in the bicentennial planting. There are no other changes to the agreement or the funding amount.

The City of Bloomington previously partnered with IU for a pre and post planting survey for the first round of the Bicentennial plantings. The results were both informative and interesting, and urban forestry would like to continue these surveys to hear more information from the public to be able to adjust accordingly for future projects. Also continues to provide an avenue for Urban Forestry to become a more well-known program within the City of Bloomington.

RESPECTFULLY SUBMITTED,**Haskell Smith, Urban Forester**

**ADDENDUM 1 TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
TRUSTEES OF INDIANA UNIVERSITY
FOR
A CITY OF BLOOMINGTON URBAN FOREST MAIL-BASED SURVEY STUDY**
(Entered in this ____ day of _____, 2025)

WHEREAS, in March of 2025 the City of Bloomington Department of Parks and Recreation (the “City”) and Indiana University (“IU”) entered into an Agreement to conduct mail based surveys; and

WHEREAS, the City wishes to extend the agreement length of time to December 31st 2026; and

WHEREAS, IU is in agreement with this addendum; and

NOW, THEREFORE, the parties hereto mutually agree to amend the agreement as follows:

Article 2.0 Duration of Agreement:

This Agreement is in effect from the date of signing until December 31, 2026 unless terminated earlier in accordance with paragraph eight (8).

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

CITY OF BLOOMINGTON

TRUSTEES OF INDIANA UNIVERSITY

Tim Street, Director
Parks and Recreation Department

Signature

Kathleen Mills, Park Board President
Board of Park Commissioners

Name, Title

Margie Rice, Corporation Counsel

A13 Agenda itemAdmin. Approval: TS
Date: 12/3/25

TO: Board of Park Commissioners
FROM: Rebecca Swift, Operations & Development Division Director
DATE: Dec 11, 2025
SUBJECT: REVIEW/APPROVAL CONTRACT WITH SPECTRUM FOR BROWNS WOODS TRAIL DESIGN AND CONSULTING SERVICES

Recommendation

Staff recommends approval of this service agreement with Spectrum Trail Design, LLC. to provide design services for the construction of a natural surface trail at Browns Woods.

Amount: \$1,500

Funding source: 2211-18-184000-53990

This contract will use non-reverting funds because this expense will be reimbursed by site endowment funds from the Community Foundation of Bloomington and Monroe County.

Background

BPRD seeks to contract with Spectrum Trail Design to provide professional design services for a new natural surface trail at Browns Woods. Spectrum Trail Design will develop a sustainable trail alignment that avoids sinkholes and protects sensitive plant communities, and will coordinate with City Utilities to design a land bridge crossing over an existing ditch using an appropriately sized culvert. Their services include conducting site visits, flagging the proposed trail route, producing GIS shapefiles, and delivering construction cost estimates and material recommendations. Spectrum Trail Design will provide design-only services, with all trail and land bridge construction to be completed by City staff.

RESPECTFULLY SUBMITTED,

Rebecca Swift,
Operations & Development Division Director

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Spectrum Trail Design, 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 Spectrum Trail Design (“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 27th 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 One Thousand Five Hundred (\$1,500) 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. **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	Spectrum Trail Design
Attn: Rebecca Swift, Project Manager	Attn: Alex Stewart
401 N. Morton St. Suite 250	7493 Edgewater Dr
Bloomington, IN 47404	Indianapolis, IN 46240
Rebecca.swift@bloomington.in.gov	E-mail: alexmtb@comcast.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:
- 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.

- 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 Spectrum Trail Design”.

**CITY OF BLOOMINGTON
BY:**

**SPECTRUM TRAIL DESIGN, LLC
BY:**

Kathleen Mills, Chair DATED
Board of Park Commissioners

Signature DATED

Tim Street, Director DATED

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Spectrum Trail Design LLC will provide professional consulting and design services for a new natural surface trail at Browns Woods. Spectrum Trail Design will work in coordination with City Utilities to develop design plans for a land bridge crossing over an existing drainage ditch, including specifications for an appropriately sized culvert to ensure proper hydrologic flow and long-term stability.

The project requires a sustainable trail alignment that avoids known sinkholes and protects sensitive plant ecosystems. To support this work, Spectrum Trail Design will conduct multiple site visits, assess environmental and topographic conditions, and flag the proposed trail corridor in the field for departmental review.

Deliverables will include:

- Finalized trail alignment provided as GIS shapefiles
- Detailed design plans for the natural surface trail and land bridge crossing
- Construction cost estimates for City staff implementation
- Recommendations for materials and construction methods based on site-specific conditions

Spectrum Trail Design’s role is limited to planning and design; they will not perform trail or land bridge construction. Their work will equip City staff with the information and guidance needed to construct a sustainable, resilient trail system that enhances public access while preserving the ecological integrity of Browns Woods.

EXHIBIT “B”

PROJECT SCHEDULE

All services will be complete by February 27, 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

A14

Agenda item

Admin. Approval: Initials

Date: Approval date

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: December 11, 2025
SUBJECT: SERVICE CONTRACT WITH KINGSSNAKE SOUND COMPANY

Recommendation

Staff recommends approval of a service agreement with KingSnake Sound Company for sound engineering services and equipment rental for community events in the 2026 calendar year.

Not to exceed \$3,000.

Approximate breakdown: 2204-18-186500-53730 - \$1,575, 2204-18-186500-53990- \$525, 2211-18-186500-53730- \$525, 2211-18-186500-53990- \$375 (Repair Work)

Background

This contract is for sound engineering services, set-up and tear-down of sound equipment, and sound equipment rental for various events throughout the 2026 Parks and Recreation calendar year including but not limited to the Bloomington Symphony Orchestra concert in Switchyard Park, the Pumpkin Launch at the Monroe County Fairgrounds, and the Holiday Market at Bloomington's City Hall. This contract also includes estimated repair costs to maintain Bloomington Parks and Recreation's current sound equipment. We have used KingSnake Sound Company for several years. They are reliable and continue to be well priced.

RESPECTFULLY SUBMITTED,



Crystal Ritter, Community Events Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
KingSnake Sound Company

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 Parks Commissioners Board (“Board”) (collectively the “City”), and KingSnake Sound Company (“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. Contractor shall provide sound engineering services, equipment rental, and equipment repair for community events hosted by the City in 2026.
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 THREE THOUSAND DOLLARS (\$3,000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: **Parks and Recreation, ATTN: CRYSTAL RITTER**, 401 n. Morton Street Suite 250, Bloomington, IN 47401. 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	Kingsnake Sound
Attn: Crystal Ritter, Project Manager	Attn: Chris Ramsey
E-mail: ritterc@bloomington.in.gov	E-mail: kingsnakesound@hotmail.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.

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 KingSnake Sound Company.”

CITY OF BLOOMINGTON

BY:

Kathleen Mills, Chair DATED
Board of Park Commissioners

Tim Street, Director DATED

KINGSSNAKE SOUND COMPANY

BY:

Signature DATED

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Provide sound engineering services and equipment rental for community events hosted by Bloomington Parks and Recreation scheduled for the 2026 calendar year.

Provide repair services to equipment owned by the Parks and Recreation department as needed.

EXHIBIT “B”

PROJECT SCHEDULE

May – Summer Kickoff Celebration in Bryan Park, 1001 S. Henderson St.

August – Bloomington Symphony Orchestra Concert in Switchyard Park, 1601 S. Rogers St.

October- Bloomington Pumpkin Launch at the Monroe County Fairgrounds, 5700 W Airport Rd

November- Holiday Market at Bloomington’s City Hall, 401 N. Morton St.

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: 12/8/25

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: December 11, 2025
SUBJECT: Agreement with BCA Environmental Consulting for Switchyard ERC recording

Recommendation

Staff recommends approval of a contract with BCA Environmental Consulting to complete the recording of the Environmental Restrictive Covenant and wetlands delineation with the Indiana Department of Environmental Management.

Total amount of contract: \$7,000

Funding source: 2201-18-189006-53990

Background

BCA Environmental Consultants will conduct final work with IDEM and the Recorder's Office to record the necessary environmental restrictive covenants and wetland delineations on the new consolidated parcel (recorded in 2025 with the assistance of Bledsoe, Riggert, Cooper and James) for Switchyard Park.

RESPECTFULLY SUBMITTED,



Tim Street, Director

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
BCA Environmental Consultants, 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 BCA Environmental Consultants, 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, 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. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Tim Street, 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	BCA Environmental Consultants
Attn: Tim Street , Project Manager	Attn: Jacob Teuschler
401 N Morton St., Suite 250	
Bloomington, IN 47404	
tim.street@bloomington.in.gov	E-mail: jteuschler@bcaconsultants.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:
- 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.

- 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 BCA Environmental Consultants, LLC.

CITY OF BLOOMINGTON

BY:

Kathleen Mills, Chair DATED
Board of Park Commissioners

Tim Street, Director DATED

Margie Rice, Corporation Counsel DATED

**BCA ENVIRONMENTAL
CONSULTANTS, LLC**

BY:

Signature DATED

Printed Name

Title

EXHIBIT "A"

SCOPE OF WORK



November 18, 2025

Tim Street
Operations and Development Division Director, Parks & Recreation
501 N. Morton St.
Bloomington, Indiana 47404

RE: Environmental Restrictive Covenant (ERC) Proposal
Switchyard Park, Bloomington, Indiana, 47403

Dear Mr. Street:

BCA Environmental Consultants, LLC (BCA) is pleased to present this proposal for the creation of an ERC and Request for Closure for the Switchyard Park.

ERC:

The purpose of the ERC(s) is to assist the Parks Department in obtaining an ERC on the applicable parcel associated with the Switchyard Park. BCA will work with the Indiana Department of Environmental Management (IDEM) to obtain the appropriate ERC for the Switchyard Park as required. BCA will utilize historical analytical data, data and findings from the remediation at the site, and all other pertinent information.

Request for Closure:

The purpose of the Request for Closure is to assist the Parks Department in obtaining a closure via a Site Status Letter (SSL) from IDEM. BCA will work with IDEM to obtain the appropriate closure documentation for the Switchyard Park as required.

BCA estimates the cost for performing the task listed above will be \$7,000. BCA will not exceed the cost of \$7,000 without prior approval.

The project will be billed monthly on a time and materials basis. Please note that this cost estimate is valid for 120 days.

Please return a signed copy of the enclosed Proposal Acceptance Sheet with the appropriate information completed. BCA will start this project immediately upon approval.

Thank you for the opportunity to earn your business. Please call me at (317) 578-4233 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacob Teuschler".

Jacob Teuschler
Project Manager

EXHIBIT “B”

PROJECT SCHEDULE

All work shall be complete no later than 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

B1 Agenda item

Admin. Approval: TS
Date: 12/1/25

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: December 1, 2025
SUBJECT: BRAVO AWARD – Allyn Boley

Recommendation

Staff recommends Allyn Boley for the December Bravo Award.

Background

I would like to recognize Allyn Boley with the December Bravo Award, in recognition of their exceptional contributions as a makeup artist for our annual Dearly Departed Cemetery Tours at Rose Hill Cemetery.

For the past 2 years, Allyn has brought history to life – quite literally – through their artistry. This immersive experience would not be the same without the remarkable work Allyn does behind the scenes. Allyn shows great attention to detail as they transform volunteers into ghostly figures from the past, using makeup not just as an art, but as a storytelling tool. Their work adds authenticity and atmosphere – captivating guests and enriching the tour experience.

In addition to Dearly Departed, Allyn also volunteered their time to help with makeup at Skate and Scare as well. We are so grateful for Allyn's generous contributions to our Halloween programs!

RESPECTFULLY SUBMITTED,



Emily Buuck, Community Relations Coordinator

STAFF REPORT

C1

Agenda item

Admin. Approval: TS

Date: 12/8/25

TO: Board of Park Commissioners
FROM: Leslie Brinson, Recreation Division Director
DATE: December 11, 2025
SUBJECT: Non Reverting Budget Amendment- Purchase of Mobile Stage

Recommendation

Staff recommend the approval of a non-reverting budget amendment to allow for the purchase of a new Show Master MSM2400 Mobile Stage. The purchase price of the stage is \$155,882.

Background

The current Wenger Mobile Stage used for Parks and various community events was purchased in December of 2003, and is experiencing significant wear and tear, as well as challenges with its hydraulics, battery and brakes. In November, members from the Parks Operations and Recreation Divisions as well as the City Fleet Manager took a trip to Century Industries to look at their mobile stage. Staff determined that stage was appropriate for our needs, and also discovered that if the stage were to be purchased next year it would cost an additional \$30k or more. In order to get the best pricing, we want to make this purchase in 2025.

The Parks and Recreation Department Non-Reverting overall cash balance is around \$1.5 million, and the Community Events fund line in the non-reverting account has a budget surplus this year of over \$80k. We currently project that the non-reverting account overall will have a budget surplus at year-end of around 133k, so making this purchase would ultimately leave a budget deficit of around \$22k. The production time for a new stage is approximately eight months, so we will continue to use the current stage until the new one arrives. Once the new stage arrives we will look to sell the existing stage.

RESPECTFULLY SUBMITTED,



Leslie Brinson, Recreation Division Director

TO: Board of Park Commissioners
FROM: Aleksandrina Pratt, Assistant City Attorney
DATE: December 11, 2025
SUBJECT: Written Legal Opinion for the Purchase of Mobile Stage

Written Legal Opinion

The State Board of Accounts (“SBOA”) recently issued a recommendation that a local unit of Indiana government obtain the written legal opinion of an attorney when making a cooperative purchase.

The Bloomington Parks and Recreation Department is recommending the purchase of a new Show Master MSM2400 Mobile Stage from Century Industries LLC (“Century”) which has a cooperative agreement with Houston-Galveston Area Council (“H-GAC”), a purchasing cooperative. The City of Bloomington (“City”) has an account with H-GAC for cooperative purchases. Century was selected for this purchase because they are the only vendor that offers mobile stages through the H-GAC purchasing cooperative.

Under Indiana Code 5-22-10, a city may utilize a special purchasing method without soliciting bids or proposals. Further, a city may make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the city. IC 5-22-10-5.

The City obtained a quote from Century for the purchase of the mobile stage in the amount of \$155,882, which represents a discount of \$33,751 for the City for participating in the cooperative purchasing. It is my legal opinion that this discount represents a unique opportunity for the City to purchase the mobile stage at a substantial saving and that this purchase qualified as a special purchasing method under Indiana law. It is also my legal opinion that using the cooperative H-GAC for the purchase of the mobile stage is in compliance with all Indiana laws.

In accordance with Indiana Code 5-22-10-3, the Board of Park Commissioners must maintain records for this special purchase in a separate file and maintain the records for a minimum of five (5) years.

AMENDMENT No. 1 to CONTRACT No. PR11-20
For
Parks & Recreation Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Century Industries, LLC


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through October 31, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

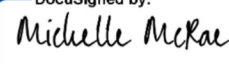
Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

827C274D5D61423

Chuck Wemple, Executive Director
Date: 10/21/2022

Signed for: **Century Industries, LLC**

Printed Name & Title:

DocuSigned by:

558321E418124B4...

Michelle McRae Sales
Date: 10/21/2022

AMENDMENT No. 2 to CONTRACT No. PR11-20
For
Parks & Recreation Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Century Industries, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through October 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas


DocuSigned by:

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Chuck Wemple, Executive Director
Date: 10/23/2023

Signed for: Century Industries, LLC

Printed Name & Title:

DocuSigned by:

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Michelle McRae Sales
Date: 10/18/2023



HOUSTON-GALVESTON AREA COUNCIL PROCUREMENT AND CONTRACTS PROGRAM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires the Houston-Galveston Area Council (H-GAC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors/providers. In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Houston-Galveston Area Council or other federal department or agency, may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Houston-Galveston Area Council or other federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ YES ☒ NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Houston-Galveston Area Council, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential contractor:

☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR Century Industries, LLC

VENUE ID NO. / FEDERAL EMPLOYER ID NO. 35-202-6536

Michelle McRae

Signature of Authorized Representative

10-18-2023

Date

Michelle McRae

Printed/Typed Name of Authorized Representative

Sales Manager

Title of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a contractor to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such contractor from participation in this transaction. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective contractor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Century Industries, LLC - Public Services - ID: 13047

EXTENSION No. 3 to CONTRACT No. PR11-20

For

Parks & Recreation Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Century Industries, LLC


THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Oct 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Parks & Recreation Equipment, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:

82EC270D5D61423...

Chuck Wemple
Executive Director
Date: 8/27/2024

Signed for: **Century Industries, LLC**

Printed Name:
Title:

DocuSigned by:

558321E418124B4
Michelle McRae
Sales Manager
Date: 8/26/2024

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Century Industries, LLC - Public Services - ID: 14700

EXTENSION No. 4 to CONTRACT No. PR11-20

For

Parks & Recreation Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Century Industries, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Oct 31 2026 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Parks & Recreation Equipment, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:

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Chuck Wemple
Executive Director
Date: 8/18/2025

Signed for: **Century Industries, LLC**

DocuSigned by:

558321E418124B4...

Printed Name: Michelle McRae
Title: Sales

Michelle McRae
Sales Manager
Date: 8/12/2025



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract
No.:

PR11-
20A09

Date
Prepared:

12/1/2025

This Worksheet is prepared by Contractor and given to End User. PO with worksheet should be Emailed to **H-GAC @ 713-993-4548** or veronica.johnson@h-gac.com. Please type or print legibly.

Buying Agency:	Bloomington City of	Contractor:	Century Industries
Contact Person:	Leslie Brinson	Prepared By:	Michelle McRae
Phone:	(812)349-3715	Phone:	812.246.3371 x 212
Fax:		Fax:	502-246-5446
Email:	brinsonl@bloomington.in.gov	Email:	michelle@centuryindustries.com
Catalog / Price Sheet Name:	ShowMaster Mobile Sound Shell Community Stages		
Product Code/General Description of Product:	MSM2400		

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description		Unit Pr	Total
1	MSM2400		\$ 105,497	\$ 105,497
1	20524	Premium Anti-Corrosion Package Upgrade	\$ 2,282	\$ 2,282
1	90636	Stage Deck Support Truss	\$ 1,178	\$ 1,178
1	90550	Hydraulic Leveling/Support System	\$ 12,764	\$ 12,764
1	90551	Wireless Remote Control	\$ 2,601	\$ 2,601
1	42201	Electrical Stage Upgrade Package #1	\$ 3,955	\$ 3,955
2	90988	Solar Panel, (Qty.2) w/ #90550 Hyd. Jacks	\$ 936	\$ 1,872
1	70002	Exterior Graphics - Standard	\$ 4,880	\$ 4,880
1	91102	Banner Hardware Pkg.	\$ 2,113	\$ 2,113
1	10209	Handicapped ADA Lift	\$ 11,789	\$ 11,789
1	56060	Decorative Stage Skirt 56', @\$45.60 PLF (Main Stage Deck)	\$ 2,553	\$ 2,553
6	11005	Deck Tie-Downs, (Qty.6)	\$ 141	\$ 846
1	91146	Speaker Hanging Hardware, (Pair)	\$ 479	\$ 479
2	42016	6' LED Light Support Bars	\$ 576	\$ 1,152
1	90991	Under-Frame Storage Compartment w/Door	\$ 1,921	\$ 1,921

Total From Other Sheets, If Any:

Subtotal A: \$155,882

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is: 0.0%

Quan	Description	Total

Total From Other Sheets, If Any:

Subtotal B:

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is: 0.0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Customer Pick-Up @ Century Industries	
Subtotal C:	

Estimated Delivery Date: 9/27/2026 D. Total Purchase Price (A+B+C): \$155,882

25% Deposit Required on Total Purchase Price w/ **Purchase Order (PO)**

LIMITED WARRANTY AND REMEDY: Century warrants to the original Purchaser that those products manufactured by Century and used in the manner for which they are intended shall be free from defects in materials and workmanship for a period of one (1) year after delivery. Notwithstanding the foregoing, purchaser is responsible for return shipping for service. Items manufactured by others are subject to their respective manufacturer's warranty, if any. Century does not make any other representations or warranties, express or implied, and disclaims all other warranties including, but not limited to, any implied warranty of merchantability and warranty of fitness for a particular purpose. Purchaser agrees that Century is not liable for incidental, consequential, or special damages of any kind. EXCLUSIVE VENUE/ APPLICABLE LAW: Purchaser agrees to the exclusive venue and jurisdiction of the State and Federal Courts located in Clark County, Indiana for any action involving this Agreement or the goods which are the subject matter of the same. This Agreement shall be construed according to the laws of the State of Indiana. The parties hereto each knowingly and voluntarily agree to waive any right to a trial by jury with respect to any action involving this Agreement or its subject matter, including without limitation any manufactured goods.

***TERMS:**

Cash or Wire Transfer Payment on Balance Due Prior to Shipping.
No Credit Cards
Price Does Not include any applicable Federal, State, or local taxes.
Customer is responsible for licensing trailer and registration fees.

***Certificate of Origin (CO) released upon "Payment in Full" prior to Shipping.**

All prices are subject to change without prior notice due to currency fluctuation, fuel prices, and/or unforeseen economic circumstances.

PURCHASER AGREES that a 1 ½% per month service charge or the maximum legal rate, whichever is less, shall be added to unpaid invoices from the due date thereof, plus reasonable collection and attorneys' fees if placed for collection. Upon default by Purchaser, Century shall be entitled to retain any Deposit and enforce all remedies available to it as a seller under I.C. 26-1-2-703. Purchaser acknowledges that the goods manufactured by Century constitute specially manufactured goods and are not suitable for sale to others in the ordinary course of business. Purchaser agrees to maintain these goods in a safe condition and to operate the same in a safe manner. Purchaser agrees to indemnify and hold harmless Century and its officers, directors, employees, agents or subcontractors from and against any and all claims, demands and causes of action asserted by any other person or entity, and all resulting damages, liabilities, costs, losses and expenses of any kind (including reasonable attorney's fees), arising directly or indirectly from any acts by the purchaser or any of its employees, agents, or customers in connection with the purchase, ownership or use of the subject matter of this Agreement. All estimates for production time are estimates only and Century makes no warranty or representation concerning production times. Purchaser agrees receipt and use of manufactured product(s) constitutes agreement to these terms. This represents the entire agreement of the parties; any changes, amendments, modifications, additions or alterations made by Purchaser without the express written acceptance of Century are rejected.



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract
No.:

PR11-
20A09

Date
Prepared:

12/5/2025

This Worksheet is prepared by Contractor and given to End User. PO with worksheet should be Emailed to **H-GAC @ 713-993-4548 or veronica.johnson@h-gac.com**. Please type or print legibly.

Buying Agency:	Bloomington City of	Contractor:	Century Industries
Contact Person:	Leslie Brinson	Prepared By:	Michelle McRae
Phone:	(812)349-3715	Phone:	812.246.3371 x 212
Fax:		Fax:	502-246-5446
Email:	brinsonl@bloomington.in.gov	Email:	michelle@centuryindustries.com
Catalog / Price Sheet Name:	ShowMaster Mobile Sound Shell Community Stages		
Product Code/General Description of Product:	MSM2400		

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	MSM2400	\$ 105,497	\$ 105,497
1	20524 Premium Anti-Corrosion Package Upgrade	\$ 2,282	\$ 2,282
1	90636 Stage Deck Support Truss	\$ 1,178	\$ 1,178
1	90550 Hydraulic Leveling/Support System	\$ 12,764	\$ 12,764
1	90551 Wireless Remote Control	\$ 2,601	\$ 2,601
1	42201 Electrical Stage Upgrade Package #1	\$ 3,955	\$ 3,955
2	90988 Solar Panel, (Qty.2) w/ #90550 Hyd. Jacks	\$ 936	\$ 1,872
1	70002 Exterior Graphics - Standard	\$ 4,880	\$ 4,880
1	91102 Banner Hardware Pkg.	\$ 2,113	\$ 2,113
1	10209 Handicapped ADA Lift	\$ 11,789	\$ 11,789
1	56060 Decorative Stage Skirt 56', @\$45.60 PLF (Main Stage Deck)	\$ 2,553	\$ 2,553
6	11005 Deck Tie-Downs, (Qty.6)	\$ 141	\$ 846
1	91146 Speaker Hanging Hardware, (Pair)	\$ 479	\$ 479
2	42016 6' LED Light Support Bars	\$ 576	\$ 1,152
1	90991 Under-Frame Storage Compartment w/Door	\$ 1,921	\$ 1,921

Total From Other Sheets, If Any:

Subtotal A: \$155,882

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0.0%

Quan	Description	Total

Total From Other Sheets, If Any:

Subtotal B:

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0.0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Customer Pick-Up @ Century Industries	
Subtotal C:	

Estimated Delivery Date: 10/1/2026

D. Total Purchase Price (A+B+C):

\$155,882

25% Deposit Required on Total Purchase Price w/ **Purchase Order (PO)**

LIMITED WARRANTY AND REMEDY: Century warrants to the original Purchaser that those products manufactured by Century and used in the manner for which they are intended shall be free from defects in materials and workmanship for a period of one (1) year after delivery. Notwithstanding the foregoing, purchaser is responsible for return shipping for service. Items manufactured by others are subject to their respective manufacturer's warranty, if any. Century does not make any other representations or warranties, express or implied, and disclaims all other warranties including, but not limited to, any implied warranty of merchantability and warranty of fitness for a particular purpose. Purchaser agrees that Century is not liable for incidental, consequential, or special damages of any kind. EXCLUSIVE VENUE/ APPLICABLE LAW: Purchaser agrees to the exclusive venue and jurisdiction of the State and Federal Courts located in Clark County, Indiana for any action involving this Agreement or the goods which are the subject matter of the same. This Agreement shall be construed according to the laws of the State of Indiana. The parties hereto each knowingly and voluntarily agree to waive any right to a trial by jury with respect to any action involving this Agreement or its subject matter, including without limitation any manufactured goods.

***TERMS:**

Cash or Wire Transfer Payment on Balance Due Prior to Shipping.

No Credit Cards

Price Does Not include any applicable Federal, State, or local taxes.

Customer is responsible for licensing trailer and registration fees.

***Certificate of Origin (CO) released upon "Payment in Full" prior to Shipping.**

All prices are subject to change without prior notice due to currency fluctuation, fuel prices, and/or unforeseen economic circumstances.

PURCHASER AGREES that a 1 1/2% per month service charge or the maximum legal rate, whichever is less, shall be added to unpaid invoices from the due date thereof, plus reasonable collection and attorneys' fees if placed for collection. Upon default by Purchaser, Century shall be entitled to retain any Deposit and enforce all remedies available to it as a seller under I.C. 26-1-2-703. Purchaser acknowledges that the goods manufactured by Century constitute specially manufactured goods and are not suitable for sale to others in the ordinary course of business. Purchaser agrees to maintain these goods in a safe condition and to operate the same in a safe manner. Purchaser agrees to indemnify and hold harmless Century and its officers, directors, employees, agents or subcontractors from and against any and all claims, demands and causes of action asserted by any other person or entity, and all resulting damages, liabilities, costs, losses and expenses of any kind (including reasonable attorney's fees), arising directly or indirectly from any acts by the purchaser or any of its employees, agents, or customers in connection with the purchase, ownership or use of the subject matter of this Agreement. All estimates for production time are estimates only and Century makes no warranty or representation concerning production times. Purchaser agrees receipt and use of manufactured product(s) constitutes agreement to these terms. This represents the entire agreement of the parties; any changes, amendments, modifications, additions or alterations made by Purchaser without the express written acceptance of Century are rejected.

NEW-2026

MSRP

\$129,586

\$1200 EA

\$685 EA

\$189,633

STAFF REPORT

C2 Agenda item

Admin. Approval: TS
Date: 12/3/25

TO: Board of Park Commissioners
FROM: Mark Sterner, TLRC General Manager
DATE: December 11, 2025
SUBJECT: Revision of Agreement for Rental Events

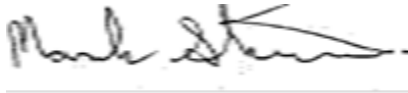
Recommendation

Staff Recommends approval of this agreement.

Background

The Twin Lakes Recreation Center, Twin Lakes Sports Park and Winslow Sports Park are seeking to make changes to our current rental agreement. Over the past couple of years these facilities experienced a growing number of cancellations from tournament directors. It is our intent to include a non-refundable deposit to secure facility rental space for events. Cancellations seven days before the event, per the existing agreement, are causing a variety of issues that impact revenue and staffing.

RESPECTFULLY SUBMITTED,



Mark Sterner
Twin Lakes Recreation Center, General Manager

**CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
COURT RENTAL AGREEMENT**

This Sport Court Rental Agreement (“Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Parks”) (collectively the “City”) and _____ (“Renter”) (collectively the “Parties”). The effective date for this Agreement is the date last entered in the signature blocks below.

City and the Renter agree to the following terms and conditions:

1. Court Availability:

- a. Sport courts may be rented by responsible groups and teams when not otherwise scheduled.
- b. Rental priority will be given to groups who are affiliated/partners with Parks.
- c. Parks reserves the right to deny any reservation if it is made fewer than seven (7) days in advance. See Paragraph 2(b), below.
- d. Parks reserves the right to deny any request to expand or reduce the scope or duration of a pre-existing reservation if such request is made fewer than 72 hours prior to the start of the event in question.
- e. Parks reserves the right to deny an application for the use of courts when such use is not in the interest of the City.
- f. Parks reserves the right to cancel a reservation at any time if the cancellation is in the best interest of the City. In the event that Parks cancels an event for this reason, all rental fees shall be refunded.
- g. Renter agrees that the use of the courts or facilities shall be in a manner that is customary, reasonable, and normal for such courts or facilities.

2. Rental Fees:

- a. Rental fees are \$ _____ per hour per court, which rent shall be due and payable within thirty (30) days of receipt of an invoice from Parks following the expiration of this Agreement. Renter agrees and acknowledges that additional rental fees shall be charged if Renter fails to relinquish the court(s) by the end time specific in this Agreement. Any additional fees shall be deducted from Renter’s overall balance.
- b. A \$ _____ security deposit must be paid in person by cash or money order at the time of reservation. Personal checks will not be accepted. No reservation is complete until the security deposit fee is paid for each separate event.
- c. A cancellation forfeits the security deposit.
- d. The security deposit will be applied to the total rental fee for the event at the time the final invoice is tabulated.

3. Services Provided by Parks:

- a. Parks will provide appropriate personnel for general supervision of the facility.
- b. Parks will provide the court(s) in a clean, sightly, and sanitary condition.
- c. Parks will provide adequate lighting for the court usage.
- d. Parks will provide scoreboards for game activities.

4. Other Services: The Renter is responsible for providing all other services and items necessary for play. These include, but are not limited to, scorekeepers, scorebooks, game officials, and game equipment.

5. **Hours of Play:** Play may begin at 8:00 a.m. and must conclude by midnight. Game starting times shall be scheduled accordingly.
6. **Admission Fees:** The Renter has options per the Parks price schedule as it pertains to admissions. If the option of splitting the gate is chosen, Parks staff will collect and verify admissions. Proof of gross revenue and remittance of half the gross to the Renter shall occur within thirty (30) days after the termination of this Agreement.
7. **Concessions:** Parks retains the right to operate concessions. Renter understands and acknowledges that Parks operates a concessions facility. Renter shall take reasonable care to ensure that food or drink items are not brought into the facility unless authorized by Parks.
8. **Rules and Regulations:**
 - a. The Renter is responsible for ensuring that all Parks rules and regulations are observed by players and others using the rented facility.
 - b. Absent explicit consent from the Director of Parks, consumption of alcoholic beverages at the rented facility is prohibited. Persons observed consuming alcohol without explicit consent are subject to arrest. Any group given explicit consent to consume alcoholic beverages at the rented facility must do so in compliance with Bloomington Municipal Code § 14.36.090 and all other state and federal regulations.
 - c. Renter shall take reasonable care to ensure that its participants, spectators or employees do not bring prohibited items into the building housing the facilities.
 - d. Violation of Parks rules and regulations may be grounds for termination of the rental agreement. In the event of termination for this reason, no refunds will be given.
 - e. The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, pellet guns, or unauthorized alcoholic beverages is strictly prohibited in any park or Parks facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
9. **Insurance:** The Renter shall maintain the following insurance in full force and effect:
 - a. Commercial General Liability including premises-operations and products-completed operations, contractual liability, personal and advertising liability coverages. The limits of liability required are:
 - 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. The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee and policy limit.
 - d. Umbrella/Excess Liability with a required limit of \$1,000,000.
10. **Condition of Facility:** The Renter is responsible for ensuring that rented facilities are clean and in good repair at the end of the rental period. In the event Parks must take steps to clean or repair the facilities, the Renter will be charged accordingly, including, but not limited to, reduction in or forfeiture of the Renter's deposit fee.

11. Liability:

- a. The Renter agrees to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims which may arise from the use of the facility during the rental period. This release includes claims for personal injury, property damage, and/or any other type of claim or cause of action which might be brought by the Renter or by any third party.
- b. The Renter agrees to assume financial responsibility for the repair or replacement of any facility equipment or fixture which is damaged through the negligence of the Renter or participants or spectators at the Renter's event. The decision to repair or replace equipment shall be at the election of Parks.

12. Personal Property: Parks shall not be responsible for the loss or damage to personal property of the Renter while such property is situated in or around the facilities, or the personal property of individuals who are participants, spectators, or otherwise associated with Renter's use of the facilities.

13. No Waiver of Term: Parks' failure to insist on the strict performance of any term or provision of this Agreement shall not constitute a waiver of any breach of this Agreement by Renter.

14. Modification: This Agreement constitutes the entire Agreement and understanding between the Parties and shall not be modified, altered, changed, or amended in any respect, unless in writing and signed by both Parties hereto.

15. Request for Courts: The Renter requests a reservation for the following courts, dates, and hours. Attach a schedule or additional sheets if necessary.

Date(s): _____
Court: _____
Hours: _____

Date(s): _____
Court: _____
Hours: _____

Date(s): _____
Court: _____
Hours: _____

Date(s): _____
Court: _____
Hours: _____

Date(s): _____
Court: _____
Hours: _____

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

Renter

City of Bloomington

Signature

Tim Street, Director
Parks and Recreation Department

Name Printed

Attest: _____
Parks Facility Manager

Street Address

City, State, ZIP Code

Telephone: Daytime/Evening

/ _____

C3 Agenda itemAdmin. Approval: Initials
Date: Approval date

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: December 11, 2025
**SUBJECT: REVIEW AND APPROVAL OF THE 2026 SERVICE AGREEMENT WITH
WOODS ELECTRICAL CONTRACTOR'S, INC**

Recommendation

Staff recommends review/approval of a Service Agreement for the Sports and Operations Divisions with Woods Electrical Contractors, Inc. for general repairs/adjustments and/or replacement of lighting and electrical components. These services will be provided to the City on an as-needed basis. 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

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

RESPECTFULLY SUBMITTED,

Daren Eads
Sports Facility Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Woods Electrical Contractors, 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 Woods Electrical Contractor’s, 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 Services at an hourly rate of Ninety Seven Dollars and Fifty Cents (\$97.50) plus materials Monday-Friday 7:00am to 6:00pm and all other times for an afterhours and emergencies price of One Hundred Forty Six Dollars and Twenty Five Cents (\$146.25), and Sundays/Holidays for a set price per hour of One Hundred Ninety

Five Dollars (\$195.00), plus materials. When required, contractor will charge the Parks Department a Bucket Truck Fee of Seventy Five Dollars (\$95.00) 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	Woods Electrical Contractor's, Inc
Attn: Daren Eads, Project Manager	Attn: Jennifer Woods, President/CEO
PO Box 848	4180 N. Starnes Road
Bloomington, IN 47404	Bloomington, IN 47404
eadsd@bloomington.in.gov	jennifer@woodselectricinc.biz

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 Woods Electrical Contractors, Inc”.

CITY OF BLOOMINGTON

BY:

Kathleen Mills, Chair DATED
Board of Park Commissioners

Tim Street, Director DATED

Margie Rice, Corporation Counsel DATED

**WOODS ELECTRICAL
CONTRACTORS, INC**

BY:

Signature DATED

Printed Name

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 Seven Dollars and Fifty Cents (\$97.50) 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 6:00pm and all other times for an afterhours and emergencies price of One Hundred Forty Six Dollars and Twenty Five Cents (\$146.25), and Sundays/Holidays for a set price per hour of One Hundred Ninety Five Dollars (\$195.00), plus materials. When required, contractor will charge the Parks Department a Bucket Truck Fee of Seventy Five Dollars (\$95.00) 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

C4

Agenda item

Admin. Approval: TS

Date: 12/3/25

TO: Board of Park Commissioners
FROM: Mary Welz, Natural Resources Manager
DATE: December 11, 2025
SUBJECT: Service Agreement with Habitat Solutions for Prescribed Fire and Forest Stand Improvements at Griffy Lake Nature Preserve

Recommendation

Staff recommends the approval of the contract with Habitat Solutions for implementing prescribed fire and forest stand improvement (FSI) services at Griffy Lake Nature Preserve.

Total amount of contract: \$17,380.00

Funding source: 2204-18-184000-53990

Background

Prescribed fire and FSI are recommended forest management practices to improve forest health and wildlife habitat. In both 2020 and 2023 Habitat Solutions successfully implemented pre-treatment FSI and prescribed fire on 7.7 and 9 acre burn units at the Preserve.

Under this contract, Habitat Solutions will implement prescribed fire on a separate 15 acre burn unit north of Griffy Creek Trail in Winter 2025 to Spring of 2026, as long as conditions are favorable. As with previous managed burns, the Bloomington Fire Department will be encouraged to be on hand to assist Habitat Solution in minimizing risk. Habitat Solutions will again conduct FSI as a site pre-treatment within the designated 15 acre burn unit.

RESPECTFULLY SUBMITTED,

Mary Welz, Natural Resources Manager

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Habitat Solutions Wildlife and Forest Management

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 Habitat Solutions Wildlife and Forest Management (“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 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 seventeen-thousand, three-hundred eighty (\$17,380.00) 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, Parks and Recreation Department, 401 N Morton ST STE 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:

City of Bloomington, Parks and Recreation	Habitat Solutions Wildlife and Forest Management
Attn: Mary Welz, Project Manager	Attn: Daniel P. McGuckin, President
E-mail: mary.welz@bloomington.in.gov	E-mail: habitatforestry@yahoo.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.

- 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 Habitat Solutions Wildlife and Forest Management.”

CITY OF BLOOMINGTON

BY:

Kathleen Mills, Chair DATED
Board of Park Commissioners

Tim Street, Director DATED

Margie Rice, Corporation Counsel DATED

**HABITAT SOLUTIONS
WILDLIFE AND FOREST
MANAGEMENT
BY:**

Signature DATED

Printed Name

Title

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following:



Prescribed Fire Proposal

Owner Information

Owner:	<u>Bloomington Parks Dept</u>	Date:	<u>November 10, 2025</u>
	<i>Last</i>	<i>First</i>	
Job Location:	<u>Monroe Co. Indiana</u>		

Habitat Solutions, henceforth referred to as Contractor, proposes hereby to furnish material and labor necessary for the completion of:

Implementation of approximately 15 ac prescribed fire at Griffy Lake (see attached map).

Contractor will provide a trained crew and suppression equipment to implement 1 prescribed burn totaling approximately 15 acres. The burn will be conducted during appropriate weather conditions between Dec 1, 2025 and March 31, 2026 and executed according to a burn plan developed according to IDNR standards and prepared by Contractor. Habitat Solutions is fully insured to conduct prescribed burns. The Client assumes the responsibility of notifying all adjacent neighbors of the intent to burn. Client will establish a minimum 12 ft wide fire break around the perimeter. Contractor will clear leaves and branches from around all live trees and snag > 20" dbh within the burn unit, prior to executing the burn. Contractor will "mop-up" the perimeter of the burn unit to extinguish all smoke/fire within 100ft of the established perimeter. Client will be responsible for post-burn monitoring to prevent off-site spot fires or hazards to the general public.

We propose hereby to furnish materials and labor – complete in accordance with above or attached specifications for the sum of **\$9,880.00** dollars.



Timber Stand Improvement Proposal

Owner Information

Owner: Bloomington Parks Dept Date: November 10, 2025
Last First
Job Location: Monroe Co., Indiana

Habitat Solutions, henceforth referred to as Contractor, proposes hereby to furnish material and labor necessary for the completion of:

Implementation of forest stand improvement practices on 15 total acres.

Practices will include understory deadening of American Beech, Sugar Maple and Ironwood, between 2" and 10" diameter to encourage native herbaceous plant and Oak seedling development. Practices will be conducted during Fall and Winter 2025. Cut stems of trees will be felled or double girdled and glyphosate or triclopyr herbicides applied to the cut surface.

Insurance

Contractor agrees to maintain General Liability Insurance in the amount of \$1,000,000 per occurrence and \$1,000,000 Aggregate Insurance per statutory limits.

Hold Harmless

Contractor agrees to indemnify and hold harmless, the owner against claims, damages, bodily injury or property damage arising out of the work hereunder and caused by any act or omission of the contractor, his agents, and his employees.

Bloomington Parks, also known as Owner is responsible for displaying property boundaries and will hold Habitat Solutions harmless for any damage occurring to neighboring landowners as a result of inadequate or improper boundary marking. Owner agrees to give the contractor access to the project area at all times during the life of this contract. Owner also agrees to hold Habitat Solutions harmless for any damage occurring to the property or delay in implementing the treatments as a results of "Acts of God" or natural disaster.

*We propose hereby to furnish materials and labor – complete in accordance with above or attached specifications for the sum of **\$7,500.00** dollars.*

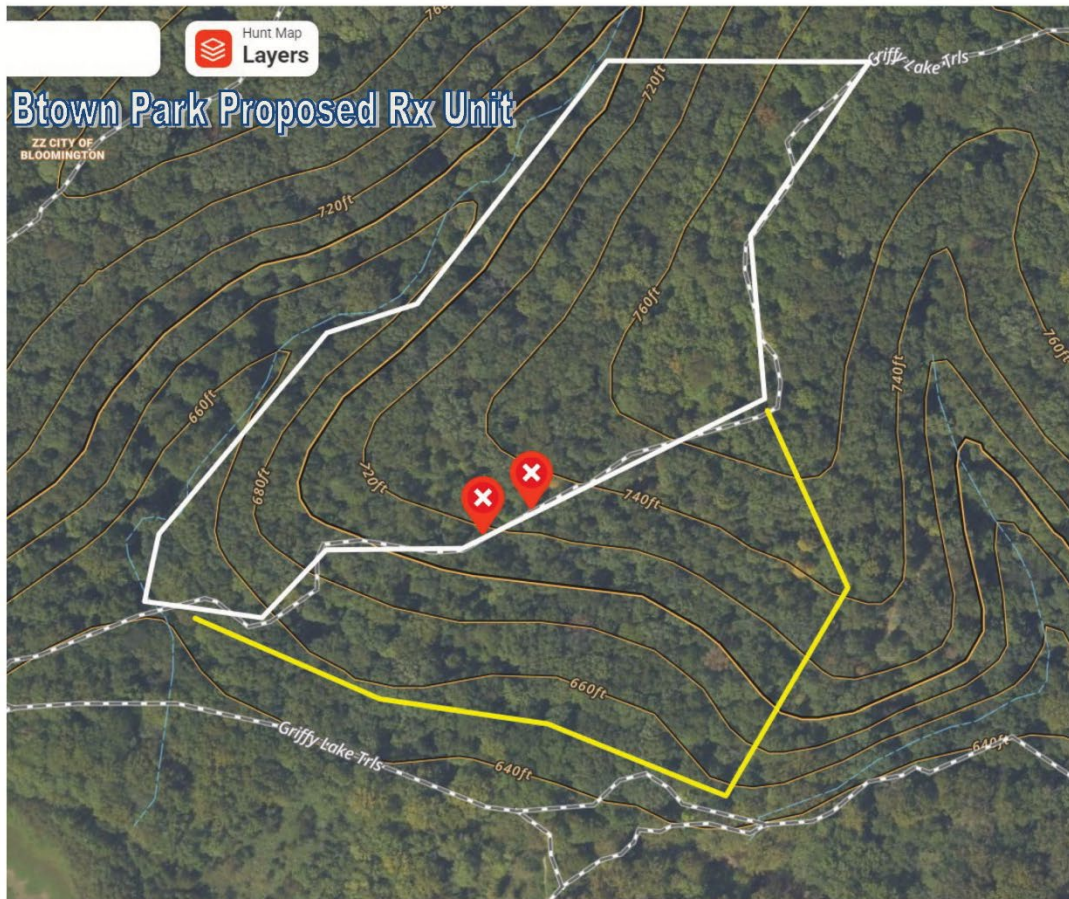


EXHIBIT “B”

PROJECT SCHEDULE

December 1 2025 - March 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

AFFIDAVIT REGARDING E-VERIFY IF CONTRACTOR DOES NOT HAVE EMPLOYEES

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

1. The undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
2. The undersigned hereby states that they do not have any employees and, as such, they do not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
3. The undersigned hereby states that if they intend to employ anyone, they will immediately enroll in E-Verify and will use such program.

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

C5 Agenda item

Admin. Approval: TS
Date: 12/3/25

TO: Board of Park Commissioners
FROM: Amy Leyenbeck, Operations Coordinator
DATE: December 11, 2025
SUBJECT: The Stables Events (Izzy's) 2026 Service Agreement

Recommendation

Staff recommends approval of the 2026 service agreement with The Stables Events (Izzy's Rental) for cleaning/pumping of porta lets. The contract amount is not to exceed \$17,000, funding sources: 2204-18-189000-5392, 2204-18-184000-5392, 2211-18-186500-53730.

Background

These cleaning/pumping services will be provided to the city on an as needed basis at nine locations along with rental/cleaning/pumping at one (1) location RCA (November thru March) , as well as providing porta-a-lets for various Community Events throughout the year as needed.

RESPECTFULLY SUBMITTED,



Amy Leyenbeck, Operations Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
The Stables Events, LLC (Izzy's Rental)

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 Stables Events, LLC (Izzy's Rental) ("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 seventeen thousand (\$17,000) Dollars. Rental unit at RCA Park over winter will cost \$115 per month, including one weekly cleaning service. Cleaning/pumping shall be provided at the rate of \$20 per unit per service. If additional servicing is requested, each servicing will cost \$20. In the case of total destruction of a rental unit the Department will be charged a replacement fee of \$625.00 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, amy.leyenbeck@bloomington.in.gov, P.O. Box 848, Bloomington IN 47402. 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: Kevin Kerr, Cindi Lewis
	E-mail: kevin@izzysrental.com , cindi@izzysrental.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:
- 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.

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 The Stables Events, LLC
(Izzy’s Rental).”**

CITY OF BLOOMINGTON

The Stables Events, LLC (Izzy’s Rental)

BY:

BY:

Kathleen Mills, Chair DATED
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:

Cleaning/pumping services for portable toilets owned by the department at nine (9) locations for the Bloomington Parks & Recreation Department. Contractor will service a pit toilet at Leonard Springs upon request. Contractor may be requested to provide additional short term portable toilet rentals as needed for various Community Events throughout the year.

Rental unit at RCA Park over winter will cost \$115 per month, this cost includes one weekly cleaning service.

Cleaning/pumping shall be provided at the rate of \$20 per unit per service. If additional servicing is requested by Operations Coordinator, each servicing will cost \$20.

In the case of total destruction of a rental unit the Department will be charged a replacement fee of \$625.00

EXHIBIT “B”

PROJECT SCHEDULE

Current location/schedule for all units:

LOCATIONS	Type	OWNED/RENT	Schedule	IZZY'S SERVICE SCHEDULE
Skate Park at Upper Cascades 2602 N Kinser Pike	Portalet	OWNED	Year-round	Year-round: 1x weekly, Friday
Feguson Dog Park 4300 N Stone Mill Rd.	Portalet	OWNED	Year-round	Year-round 1x weekly, Friday
Wapehani Mountain Bike Park 3401 W Wapehani Rd.	Portalet	OWNED	Year-round	Year Round: 1X/month, Tues.
Clear Creek Trail That Rd. 1498 W That Rd.	Portalet	OWNED	Seasonal	April-Oct: 2X/Wk, M & TH Nov.-March: 1X/wk TH
Clear Creek Trail Church Ln. 899 W. Church Ln.	Portalet	OWNED	Seasonal	April-Oct: 2X/Wk, M & TH Nov.-March: 1X/wk TH
Clear Creek Trail Tapp Rd.	Portalet	OWNED	Seasonal	April-Oct: 2X/Wk, M & TH Nov.-March: 1X/wk TH
Winslow Woods Park 2301 S. Highland Ave.	Portalet	OWNED	Seasonal	April-Oct: 2X/Wk, M & TH Nov.-March: 1X/wk TH
Lion's Den Upper Cascades 514 W. Club House Dr.	Portalet	OWNED	Seasonal	April-Oct: 2X/Wk, M & TH Nov.-March: 1X/wk TH
Bryan Park at Woodlawn 1020 S. Woodlawn Ave.	Portalet	OWNED	Seasonal	April-Oct: 2X/Wk, M & TH Nov.-March: 1X/wk TH
Seminary Park 100 W. 2nd St.	Portalet	RENTED	Seasonal	April-Oct: 2X/Wk, M & TH Nov.-March: 1X/wk TH
Leonard Springs Nature Park Pits 4685 S Leonard Springs Rd.	Pit Toilet	OWNED	Upon Request	Last Monday August (8/28/26)
RCA Community Park 1400 W RCA Park Dr.	Portalet	RENTED	Winter Rental Only	Nov-March: 1X/week, Friday

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

C6

Agenda item

Admin. Approval: TS

Date: 12/3/25

TO: Board of Park Commissioners
FROM: Heidi Shoemaker, Natural Resources Coordinator
DATE: December 11, 2025
SUBJECT: REVIEW/APPROVAL OF ENVIRONMENTAL RESOURCES ADVISORY COUNCIL APPOINTMENTS

Recommendation

Staff recommends approval of Environmental Resources Advisory Council appointees Denise Gardiner, Bill Jones, Marne Potter, and Angie Shelton.

Background

The Environmental Resources Advisory Council (ERAC) acts as an advisory board for Bloomington Parks and Recreation in all policy matters pertaining to operations of city natural areas and/or facilities. ERAC is made up of nine (9) members and one (1) ex-officio member. There are currently five positions on the advisory council up for reappointment and one vacancy. Four applications were received from current members of the advisory council.

RESPECTFULLY SUBMITTED,



Heidi Shoemaker, Natural Resources Coordinator

10/24/2025 Denise Gardiner

[View Person](#)

How did you hear of this opening?

City Staff

If other, please describe:

Please explain your interest

I have served on ERAC for several years and found it very interesting and rewarding - am currently serving as ERAC president so have done the annual report to the Park Board a couple times. I am happy to continue another term if the City will have me.

Please describe your qualifications

Have resided in Bloomington since 1993. I have worked as a finance administrator for IU for 31 years, currently Finance Director for the Office of the Vice President for International Affairs. I also serve on the Board for the local chapter of National Audubon, Sassafras Audubon Society.

Username	
Website	
Occupation	
Address	1203 S. Weatherstone Lane
City	
State	IN
ZIP code	47401
City Limits	

Email Addresses

[Add Email](#)

dagardin@iu.edu **MAIN** [Edit Email](#) [Delete Email](#)

Phone Numbers

[Add Phone](#)

812-325-3324 **MAIN** [Edit Phone](#) [Delete Phone](#)

10/17/2025 William Jones

[View Person](#)

How did you hear of this opening?

Other

If other, please describe:

I'm currently a member of ERAC

Please explain your interest

Long-time interest and experience in outdoor education and management of lakes, streams and their watersheds.

Please describe your qualifications

Retired SPEA Professor of environmental science, particularly lakes and watersheds.

Taught and conducted research on lakes, streams and watersheds for 34 years. Authored reports on Lake Monroe, Lake Lemon and Griffy Lake.

Username	
Website	
Occupation	
Address	1305 E Richland Drive
City	
State	IN
ZIP code	47408
City Limits	

Email Addresses

[Add Email](#)

joneswi@indiana.edu **MAIN** [Edit Email](#) [Delete Email](#)

Phone Numbers

[Add Phone](#)

3173080609 **MAIN** [Edit Phone](#) [Delete Phone](#)

11/19/2025 Marne Potter

[View Person](#)

How did you hear of this opening?

Other

If other, please describe:

I'm a current member

Please explain your interest

I am a current ERAC member and would like to continue for another term. I love Bloomington's parks and greenspaces. I live near the Sherwood Oaks neighborhood and frequent the parks and trails that are within walking distance from my home. As an avid hiker and birdwatcher, I also spend a great deal of time at Leonard Springs and Griffy. Not only can I contribute to ERAC because of my extensive time spent in Bloomington parks but I also have experience with issues concerning invasive plant species through previous volunteer work on MC-IRIS/BL Parks & Rec Weed Wrangles. Also, as a birder, I have an interest in how climate change, pollution, and habitat loss and fragmentation affect our native birds. I hope to continue to bring my love of Bloomington's parks and knowledge about a variety of relevant topics to ERAC for another term.

Please describe your qualifications

Continuing member. Frequent user of many of Bloomington's parks. Experience with identifying and removing invasive plant species. Birder. Professional background in communications--primarily in visual design but some writing and editing experience as well.

Username	marnepotter@gmail.com
Website	
Occupation	
Address	3400 S. Acadia Court
City	
State	IN
ZIP code	47401
City Limits	

Email Addresses

[Add Email](#)

marnepotter@gmail.com **MAIN** [Edit Email](#) [Delete Email](#)

Phone Numbers

[Add Phone](#)

11/20/2025 Angie Shelton

[View Person](#)

How did you hear of this opening?

City Staff

If other, please describe:

Please explain your interest

I have been a member of ERAC since 2007. I was formerly a research scientist with IU working primarily on the Griffy Lake property. I currently teach Environmental Science at Bloomington High School North and work with high school volunteers for LSND.

Please describe your qualifications

Ph.D. in Environmental Studies, UC Santa Cruz BA Biology, Earlham College Former research scientist focused on forest ecosystems in Indiana Current environmental educator

Username	angieshltn@gmail.com
Website	
Occupation	
Address	4218 E. Saratoga Dr.
City	
State	IN
ZIP code	47408
City Limits	

Email Addresses

[Add Email](#)

angieshltn@gmail.com **MAIN** [Edit Email](#) [Delete Email](#)

Phone Numbers

[Add Phone](#)

8123607974 **MAIN** [Edit Phone](#) [Delete Phone](#)

C7

Agenda item

Admin. Approval: TS

Date: 12/3/25

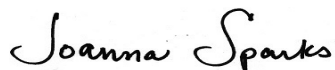
TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: December 11, 2025
SUBJECT: CONTRACT WITH NATURE'S WAY FOR LANDSCAPING SERVICES IN 2026

Recommendation

Staff recommends approval of this contract with Nature's Way to provide landscaping services in 2026.
Funding source: 2204-18-189500-53990
Amount not to exceed: \$13,520

Background

Nature's Way will provide landscaping services on the Courthouse Square in 2026. These services will include (4) planters located around the Bloomington Courthouse Square (these four are additional planters that were not replanted in 2025). The existing contents of the planters will be entirely removed to the base of the planter, disposed of and replaced with new soil, plant material and mulch.

RESPECTFULLY SUBMITTED,**Joanna Sparks, Urban Greenspace Manager**

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Nature's Way, 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 Nature's Way, 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. **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 Thirteen Thousand Five Hundred Twenty Dollars and Zero Cents (\$13,520.00). 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, 401 N. Morton Street, 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	Nature's Way
Attn: Joanna Sparks , Project Manager	Attn: Val Zygnowicz
401 N. Morton, Suite #250	7330 N. Wayport Road
Bloomington, IN 47404	Bloomington, IN 47408
sparkj@bloomington.in.gov	E-mail: val@naturesway.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:
- 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.

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 Nature’s Way, Inc.”**

**CITY OF BLOOMINGTON
BY:**

**NATURE’S WAY, INC.
BY:**

Kathleen Mills, Chair DATED
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:

Nature's Way will provide landscaping services on the Courthouse Square in 2026. These services will include (4) planters located around the Bloomington Courthouse Square. The existing contents of the planters will be entirely removed to the base of the planter, disposed of and replaced with new soil, plant material and mulch.

Nature's Way, inc.
P.O. Box 6896
7330 N. Wayport Rd
Bloomington, IN 47407
Phone: (812) 876-7888

EXHIBIT - A

QUOTE

Date: 11/19/2025
Quote #: 251094

Submitted To: BLO116
BLOOMINGTON PARKS & REC.
401 N. MORTON
BLOOMINGTON, IN 47404

Location:
URBAN GREEN SPACE
DT PLANTERS CONTINUED*
BLOOMINGTON, IN 47404

*ADDRESS DOWNTOWN PLANTERS #4, 11, 14, & 23 FROM ATTACHED MAP

Item	Quantity	U/M	Materials
	1.000	APP	REMOVE EXISTING SOIL FROM 4 PLANTERS
	18.000	CY	INSTALL PERENNIAL MIX (SAME PRODUCT THAT WAS USED TO PREPARE THE OTHER PLANTERS THAT WERE COMPLETED IN SPRING OF 2025)
	70.000	EA	BLUE ICE AMSONIA 1 GALLON
	70.000	EA	CARAMEL CORAL BELL 1 GALLON
	3.000	CY	SHREDDED BARK MULCH
	1.000	APP	INITIAL WATERING AFTER INSTALLATION
			SPRING BULBS:
	200.000	EA	TULIPS - DUTCH PRINCE MIX - BULB
	200.000	EA	DAFFODIL - KING ALFRED - BULB
	3.000	CY	SHREDDED BARK MULCH
	1.000	EA	LABOR

2025 - 2026 Phase 1 Pricing (Total) New Install	The total proposed cost for labor for Phase 1 is: <u>\$8,100.00</u> proposed cost for materials for Phase 1 is: <u>\$5,420.00</u>
--	--

Downtown Planter Improvement Project - Area Estimate
Planters For Planters 4, 11, 14, & 23

Numerical Map Label	Group	Square Footage
Downtown Planter 4	Courthouse	75.16
Downtown Planter 11	Courthouse	78.79
Downtown Planter 14	Courthouse	74.44
Downtown Planter 23	Courthouse	79.51
Total Square Footage of Planters:		307.90

Courthouse Square Planter Map

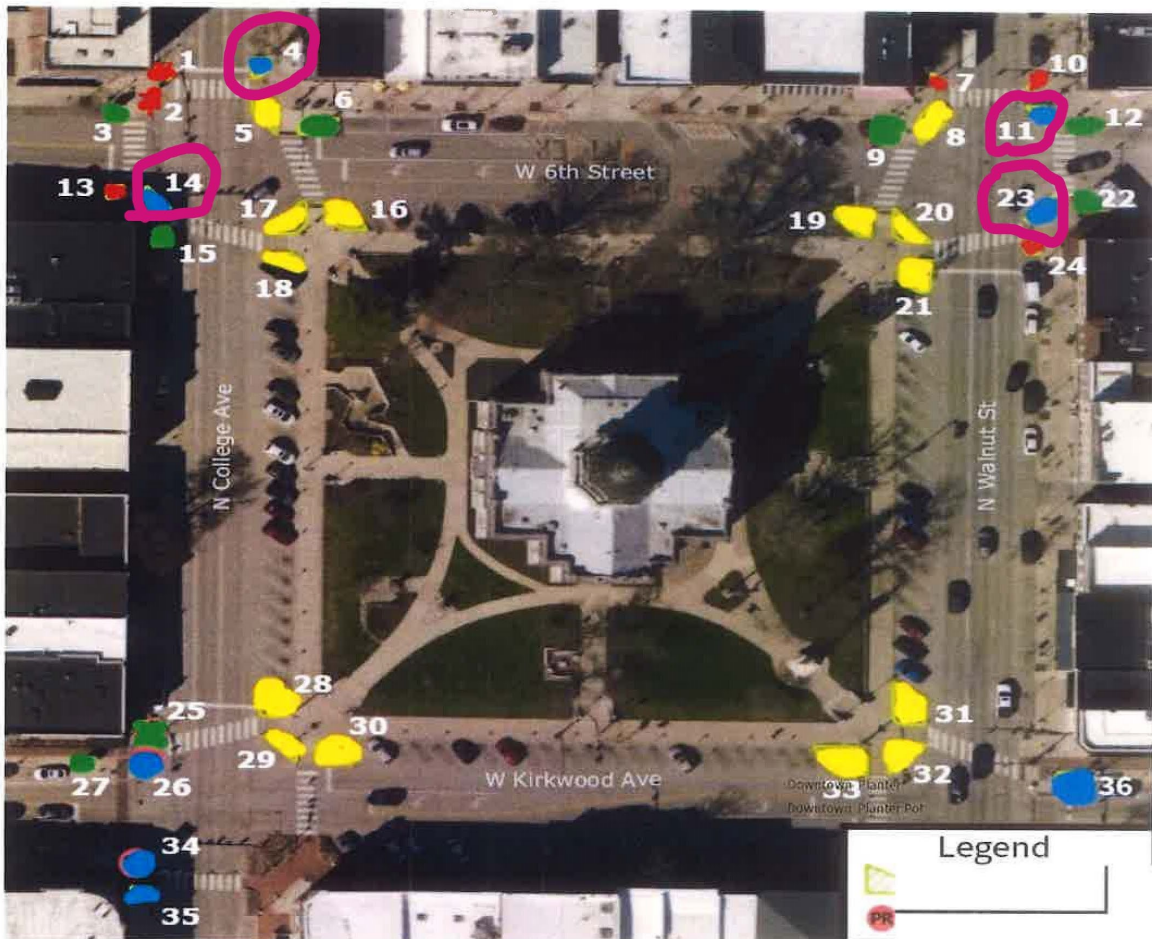


EXHIBIT “B”

PROJECT SCHEDULE

Project to be completed 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

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

C8

Agenda item

Admin. Approval: TS

Date: 12/3/25

TO: Board of Park Commissioners
FROM: Leslie Brinson, Recreation Division Director
DATE: December 11, 2025
SUBJECT: Approval of Partnership Agreement with Visit Bloomington for FreezeFest 2025

Recommendation

Staff recommends the approval of the partnership agreement between the Parks and Recreation Department and Visit Bloomington for FreezeFest 2025. Visit Bloomington will be providing Parks with \$800 to help cover costs of the event. This will be deposited in 2211-18-186500-4327.

Background

This is the first year for this partnership, but not the first year for this event. FreezeFest will be moving to Switchyard Park for 2025. FreezeFest will run on Friday, January 23rd and Saturday the 24th. Ice Carvers from Ice of America will come to Bloomington to create large ice sculptures that will be placed around the park. The event will also include a Chili Cookoff, Ice Carver Battle, Winterpalooza and family activities. Parks will be providing the pavilion and surrounding park areas while Visit Bloomington will coordinate with Ice of America and work with a volunteer committee to organize the ice battle, chili cookoff, food trucks and sponsorship. Parks will continue to run the Winterpalooza event on Saturday the 24th from 3:00-5:00, but have made the event free to the public this year.

RESPECTFULLY SUBMITTED,



Leslie Brinson, Recreation Division Director

**City of Bloomington
Parks and Recreation Department
Program Partnership Agreement
with Visit Bloomington**

This Agreement is made and entered into this _____ day of _____, 2025, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and Visit Bloomington (VB).

WHEREAS, BPRD and VB desire to cooperate in the provision of the FreezeFest Event for the benefit of the general public during the month of January; and

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

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

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Partners to this Agreement agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which provides for a free winter event for the Bloomington community by combining available resources from each partner to the Agreement.

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from December 11, 2025 to December 1, 2026 unless early termination occurs as described in Article 7 of this Agreement.

3.0 Bloomington Parks & Recreation:

The goal of BPRD is to build a positive relationship with VB in order to provide free winter event opportunities for the Bloomington community. BPRD agrees to:

- 3.1.** Provide the Switchyard Park Pavilion and outdoor area for events to take place on Friday, January 23rd and Saturday, January 24th. The indoor location will include tables and chairs for the chili cook off and the outdoor area will include the pavilion lawn area for ice sculptures/ games and ice event.
- 3.2.** Coordinate and run WinterPalooza event to take place on Saturday, January 24th from 3:00-5:00pm.
- 3.3.** Provide site insurance for the event.

- 3.4. Promote the FreezeFest event within the Winter/Spring Program Guide and social media listing Visit Bloomington as a co-sponsor in all publicity
- 3.5. Provide fire pits, standing heater and cocktail tables for Friday night and Saturday events.
- 3.6. Provide space for the Ice of America semi and dumpster for ice and work space, beginning on Sunday, January 18, 2026.
- 3.7. Provide overnight secure parking location for the fork lift.
- 3.8. Provide staff support for the events- including the Recreation Services General Manager, Recreation Facilities General Manager and Switchyard Park staff.

4.0 Visit Bloomington:

The goal of Visit Bloomington is to provide destination experiences through partnerships, resulting in visitor spending, enhanced community well-being and enriched resident quality-of-life.

Visit Bloomington agrees to:

- 4.1. Initiate contract and provide payment to Ice of America. Ensure ice carvers are covered by their own insurance.
- 4.2. Arrange and provide payment for all hotel rooms needed for Ice of America carvers.
- 4.3. Arrange rental of fork lift for use during the week of event.
- 4.4. Provide committee members, staff and volunteers for event support.
- 4.5. Create the programming for the Ice Event to take place on Saturday, January 24th.
- 4.6. Create and initiate marketing plan for the event- including social media, television and radio ads, print materials, event banners, and sponsorship recognition and donation opportunities.
- 4.7. Recruit and organize sponsorship opportunities.
- 4.8. Provide support staff for all events.

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

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

- 5.1.** The staff and personnel involved will at all times represent all partners to this Agreement in a professional manner and reflect the commitment of both partners to quality services and customer satisfaction.
- 5.2.** Work together to organize additional activities to be hosted at the FreezeFest Event. Including the placement and design of ice structures.
- 5.3.** The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.
- 5.4.** Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.
- 5.5.** The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
- 5.6.** This Agreement and the services provided will be evaluated in March, 2026.

6.0 Notice and Agreement Representatives:

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

Bloomington Parks & Recreation

Leslie Brinson
PO Box 848
Bloomington, IN 47404
brinsonl@bloomington.in.gov
812-349-3715

Visit Bloomington

Mike McAfee
2855 N. Walnut St
Bloomington, IN 47404
mike@visitbloomington.com
812-325-5035

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

Bloomington Parks & Recreation

Leslie Brinson
PO Box 848
Bloomington, IN 47404
brinsonl@bloomington.in.gov

Visit Bloomington

Mike McAfee
2855 N. Walnut Street
Bloomington, IN 47404
mike@visitbloomington.com

7.0 Termination:

- 7.1. Termination by mutual agreement: The partners may terminate this Agreement prior to December 1, 2026, by mutual written agreement only.
- 7.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

8.0 Waiver

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

9.0 Release and Hold Harmless Agreement

Visit Bloomington, including its representatives, agents, and assigns, does hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement, even if caused by the negligence of releasees.

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

CITY OF BLOOMINGTON

VISIT BLOOMINGTON

Kathleen Mills
Board of Parks Commissioners

Mike McAfee

Tim Street, BPRD Director

EXHIBIT "A"

**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

C9 Agenda itemAdmin. Approval: TS
Date: 12/3/25

TO: Board of Park Commissioners
FROM: Rebecca Swift, Operations & Development Division Director
DATE: Dec 11, 2025
**SUBJECT: REVIEW/APPROVAL MEMORANDUM OF UNDERSTANDING FOR
RESPONSIBILITIES REGARDING THE BLOOMINGTON RAIL TRAIL
“SOUTHERN MEADOWS” SPUR**

Recommendation

Staff recommends approval of this Memorandum of Understanding (MOU) between the City of Bloomington Parks and Recreation Department and SOMO Development Company formalizes long-term responsibilities for the “Southern Meadows” spur of the Bloomington Rail Trail.

Amount: N/A

Background

This MOU agreement acknowledges the collaborative development of the new spur in 2023 and clarifies maintenance and operational duties for both Parties. The City will assume responsibility for the historic rail bridge over Clear Creek, now confirmed to straddle both City and SOMO property, and for the portion of the trail located on City-owned land. SOMO will maintain the segment of trail on its property and grant the City permanent access rights needed to inspect, maintain, or repair the bridge. The MOU outlines obligations for safety, inspection, and ongoing upkeep; affirms that the agreement remains in perpetuity; includes provisions for notice, indemnification, governing law, and potential future bridge decommissioning if required for safety; and incorporates an exhibit depicting the areas of responsibility.

In the coming months, we also expect to bring the Board a Quitclaim Deed to accept a parcel adjacent to the new trail spur (to the west, between the new spur and the Rail Trail) that was acquired by SOMO to facilitate construction of this trail.

RESPECTFULLY SUBMITTED,

Rebecca Swift,
Operations & Development Division Director

**MEMORANDUM OF UNDERSTANDING
FOR RESPONSIBILITIES REGARDING THE
BLOOMINGTON RAIL TRAIL “SOUTHERN MEADOWS” SPUR**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), by and between the City of Bloomington, Indiana, and its Parks and Recreation Department, by its Board of Park Commissioners (collectively the “City”) and SOMO Development Company, LLC (“SOMO”), (collectively “Parties”) , is made and entered into on the last day in the signature block below, and outlines the City’s acceptance of the City’s responsibilities as it pertains to the “Southern Meadows” spur of the Bloomington Rail Trail.

WHEREAS, in 2023, the City worked with SOMO and the Southern Meadows neighborhood to create a new trail spur connecting the Bloomington Rail Trail with the Southern Meadows neighborhood (the “Project”); and

WHEREAS, the City operates and maintains the portion of the Project consisting of the new trail constructed on city-owned property north of the bridge (“City Portion”); and

WHEREAS, SOMO maintains and operates the portion of the Project consisting of the new trail constructed on SOMO-owned property south of the bridge (“SOMO Portion”); and

WHEREAS, SOMO acquired property (Deed Instrument #53-08-20-100-057.000-008) containing the historic rail bridge that crosses the Clear Creek necessary to make this trail connection; and

WHEREAS, the City agreed to take responsibility for the bridge after it was inspected and repaired up to acceptable standards; and

WHEREAS, it was later determined through a survey that despite the property acquisition, the bridge continues to straddle a property line between City-owned and SOMO-owned property; and

WHEREAS, SOMO caused the bridge to be inspected and repaired the bridge up to acceptable standards, as determined by the City, and the City wishes to honor its commitment to be responsible for the bridge.

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

1. **PURPOSE OF AGREEMENT**: The purpose of this Agreement is to outline a cooperation understanding for the upkeep of: (1) the historic rail bridge that crosses Clear Creek and (2) for the Bloomington Rail Trail “Southern Meadow” Spur.
2. **DURATION OF AGREEMENT**: In perpetuity.
3. **CITY OBLIGATIONS**: The City agrees it is responsible for the maintenance, inspection, safety, and operations of: (1) the historic rail bridge that crosses Clear Creek; and (2) for

the City Portion. Following notice to SOMO and a reasonable opportunity by SOMO to remedy detriments to the bridge, the City reserves the right to decommission and remove the bridge in the future if it deems it reasonably necessary based on safety considerations.

4. SOMO OBLIGATIONS: SOMO agrees it is responsible for the maintenance, inspection, safety, and operations of the SOMO Portion. SOMO hereby grants permanent right-of-entry to the City so that it may access the rail bridge for the purpose of fulfilling the obligations incumbent upon City pursuant to this MOU.
5. EXECUTION: This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. GOVERNING LAW: This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
7. NOTICE: Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts below:
8. INDEMNIFICATION: Each party agrees to release, hold harmless and forever indemnify the other party and its volunteers, employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent, or intentional acts or failure to act in the performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.
9. ENTIRETY OF AGREEMENT: This Agreement, consisting of four (4) pages and one (1) exhibit marked as “Exhibit A”, constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

(remainder of page left blank intentionally).

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

**CITY OF BLOOMINGTON
BOARD OF PARK COMMISSIONERS**

**SOMO DEVELOPMENT COMPANY,
LLC**

Kathleen Mills, President
Board of Park Commissioners

By: _____
Tom Wininger, Manager

Date

Date

Tim Street, Director
City of Bloomington Parks and Recreation

Date

EXHIBIT "A"

The image below shows the rail bridge in question with S. Rogers St. and the Rail Trail pictured at the left (western) end of the image.



D1 Agenda itemAdmin. Approval: TS
Date: 12/3/25

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: December 11th, 2025
SUBJECT: REVIEW AND APPROVAL OF FINAL 2025 QUARTERLY TREE RISK AND REPORTING DOCUMENT

Recommendation

Staff recommends the review/approval of the Urban Forestry final Quarterly Tree Risk and Reporting document for 2025. This document outlines tree risk that we are currently aware of and working toward eliminating, as well as other tree related on goings, such as tree grate maintenance and the current tree removal list.

Background

Urban Forestry attempts to manage nearly 24,000+ trees across Bloomington, and recognizes that with limited resources not everything can be accomplished year over year. This document is meant to showcase what urban forestry is working on, towards and has completed. This is the fourth iteration of this report and future quarterly reports can be influenced by feedback from the Board of Park Commissioners.

RESPECTFULLY SUBMITTED,**Haskell Smith, Urban Forester**



Quarterly Tree Risk Assessment and Reporting Document

December 11th 2025

This document sets forth the estimated tree work to be completed throughout the year, and reports on the completed work throughout the current quarter. All listed tree work is subject to change in priority due to arrival of new circumstances, information or unforeseen events and will be addressed as resources allow.



2025 outlook at a glance:

At the time of creating this report there are 22,571 trees in city inventory, and an approved budget of ~566K (4.7% of total parks budget)

- Trees planned to be pruned: 1250 – 2050
- Estimated trees to be removed: 300 – 450
- Trees planned to be planted: 680 to 900
- Estimated trees to be Inspected/inventoried: 1500 – 2200
- Estimated total trees to be worked on: 3730 – 5600 tree/sites or 16.5 to 24.8% of the inventoried Urban Forest

2025 Progress Report

- **Pruned:** ~1,459
- **Removed:** 304
- **Planted:** 410
- **Inspection/Inventory:** 5,492
- **Inventory Addition:** +1,361 Trees
- **Emails:** 4,450 (11/21/25)
- **Phone:** ~1000
- **Total trees worked on or inspected:** 7,665 (31.4% of inventory)

Overall Thoughts: Hit almost all of our goals by the third quarter, still playing catch up on tree planting. Overall a great year with some staffing issues and equipment issues.

First Quarter Steps in 2025: Identification and Inspection

- Re-inventory of the 343 current Tree Gate systems in Bloomington (1.5% of inventoried Urban Forest) - *Completed 2/14/25*
- Any tree grate found to have a ½ inch lip, or raise had a “not a pedestrian walkway” sticker mounted to it. Post inspection 36 tree grate sites we found to have some level of issue, 17 caution signs were placed until they could be fixed.
25 Tree Grates for repairs in 2025

Tree Grate issues scheduled to be addressed in 2025						
Address	Street	Side	Site ID	Site Comments	DBH	Tree Grate
114	E 6th ST	Front	26109	Grate lift	2	2 piece 4x4
118	E 7th ST	Front	26320	Grate lift	2	2 piece 4x4
315	E Kirkwood AVE	Front	26752	Grate lift, cut back or remove	7	2 piece 4x4
315	E Kirkwood AVE	Side	26740	Grate lift, cut back or remove	2	2 piece 4x4
315	E Kirkwood AVE	Side	26748	Grate lift, cut back or remove	8	2 piece 4x4
407	E Kirkwood AVE	Front	26709	Slight grate lift, mechanical trunk damage/frost cracking.	3	2 piece 5x5
415	N College AVE	Front	26646	Grate needs cut back, soil needs pulled back from trunk.	7	4 piece old style
415	N College AVE	Side	26611	Grate lifted by roots/ Grate needs cut back	6	2 piece 5x5
1250	N College AVE	Front	37961	sunken framework	4	2 piece 5x5
1280	N College AVE	Front	37777	grates need installed, Honeylocust borer	3	2 piece 5x5
2602	N KINSER PK	Front	49884	Grate lifted	10	2 piece 5x5
202	N Walnut ST	Side	26091	Grates need installed	3	2 piece 5x5
205	N Walnut ST	Front	27175	grates need cut back	11	2 piece 4x4
301	N Washington ST	Side	26233	Needs framework and grates	2	No
100	S College AVE	Front	29105	Slight grate lift. Old trunk damage	5	2 piece 4x4
100	S College AVE	Front	29114	Needs grates installed	4	2 piece 5x5
118	S College AVE	Side	29686	Needs framework and grates	2	4 piece new style
111	S Grant ST	Side	26778	Grates need installed	2	2 piece 5x5

113	S Walnut ST	Front	29140	Grate lifted by roots.	13	2 piece 4x4
123	S Walnut ST	Front	29133	Needs grates	0	4 piece new style
113	W 4th ST	Front	29747	Grate needs cut back.	9	2 piece 4x4
219	W 4th ST	Front	29757	Needs framework and grates	2	4 piece new style
219	W 4th ST	Front	29759	Needs framework and grates installed	2	4 piece new style
219	W 4th ST	Front	29760	Needs framework and grates	2	4 piece new style
219	W 4th ST	Side	29746	Grates need installed spring 2024	2.5	2 piece 5x5

Installation of 7 new tree grates (\$21,000 of product, or ~3.7% of annual budget) 2 in stock, 5 ordered.
Locations identified by inventory as follows:

Address	Street	Side	Site ID
118	E 3rd ST	Front	27534
126	E 6th ST	Front	49588
315	E Kirkwood AVE	Side	26740
301	N Washington ST	Side	26233
118	S College AVE	Side	29686
122	S College AVE	Side	29679
123	S Walnut ST	Front	29133

Inventoried Tree Risk by category and count: 19166/23627. There is a discrepancy in numbers because not all trees have a current risk rating. (Updated as of 7/2/25)

Extreme	High	Moderate	Low
0	17 (.08%)	813 (4.2%)	18,336 (95.7%)

Questions for the Board:

1. Is there anything in the report you would like to have more detail on in future reports?
2. Are there other number or statistics that may be pertinent information I have omitted that you would like to see?
3. Thoughts, comments, Concerns?

Current Priority Risk Issues The following table was created in Jan of 2025. The table sets to track the progress on the 47 noted “High Risk Trees” in our tree inventory. (last updated 7/2/25)

47 High Risk Tree inspections, determined by inventory followed by appropriate actions:								
417	E 1st ST	Front	25519	unknown tree (unknown tree)	12	Dead	Dead and dying branches	Removed
817	E 2nd ST	Front	25656	Tuliptree (Liriodendron tulipifera)	34	Fair	Broken and/or hanging branches	Branch Removed
201	E 4th ST	Front	26803	Maple, Red (Acer rubrum)	12	Poor	Broken and/or hanging branches	Removed
502	E 4th ST	Front	27520	Sweetgum, American (Liquidambar styraciflua)	14	Fair	Broken and/or hanging branches	Prune/Deadwood
280	E 6th ST	Front	26032	Honeylocust, Thornless (Gleditsia triacanthos inermis)	18	Fair	Broken and/or hanging branches	Risk Assessment Update
2601	E 7th ST	Side	30713	goldenraintree (Koeleria paniculata)	8	Fair	Broken and/or hanging branches	Removed
1103	E Atwater AVE	Side	25604	Tuliptree (Liriodendron tulipifera)	34	Fair	Weakly attached branches and codominant stems	Planned contract for cable
1103	E Atwater AVE	Side	25670	Tuliptree (Liriodendron tulipifera)	29	Fair	Broken and/or hanging branches	Pruned
3112	E Braeside DR	Side	31219	Oak, Pin (Quercus palustris)	36	Fair	Dead and dying branches	Prune

1001	E Kirkwood AVE	Side	25934	Maple, Red (Acer rubrum)	12	Poor	Decay or cavity (large trunk wound)	Remove
1001	E Kirkwood AVE	Side	25982	Maple, Red (Acer rubrum)	13	Poor	Cracks	Remove
503	E Smith AVE	Side	27820	Maple, Sugar (Acer saccharum)	25	Poor	Broken and/or hanging branches	Removed
418	N College AVE	Front	26594	sycamore, American (Platanus occidentalis)	25	Fair	Broken and/or hanging branches	Pruned
1215	N Dunn ST	Side	25301	Maple, Sugar (Acer saccharum)	32	Poor	Decay or cavity (large trunk wound)	Reassessed
1201	N Fess AVE	Front	25733	Hackberry, Common (Celtis occidentalis)	43	Poor	Decay or cavity (large trunk wound)	Removed
214	N Indiana AVE	Side	26105	Maple, Sugar (Acer saccharum)	28	Poor	Decay or cavity (large trunk wound)	Remove
417	N Indiana AVE	Front	24980	Maple, Sugar (Acer saccharum)	25	Poor	Decay or cavity (large trunk wound)	Removed
205	N Walnut ST	Front	27163	linden, American (Tilia americana)	16	Poor	Dead and dying branches	Remove
2301	S Burberry LN	Side	43912	Maple, Sugar (Acer saccharum)	28	Poor	Decay or cavity (large trunk wound)	Not a City Tree
3425	S Burks CT	Rear	48100	Hackberry, Common (Celtis occidentalis)	48	Poor	Decay or cavity (large trunk wound)	Removed

310	S College AVE	Side	31301	locust, black (Robinia pseudoacacia)	29	Poor	Broken and/or hanging branches	Pruned
522	S Eastside DR	Side	27053	Maple, Sugar (Acer saccharum)	22	Fair	Tree architecture (lean, bows, taper, live crown ratio)	Reassessed
306	S Fairview ST	Front	30324	Maple, Sugar (Acer saccharum)	22	Fair	Broken and/or hanging branches	Reassessed
624	S Fess AVE	Side	25518	Maple, Sugar (Acer saccharum)	22	Poor	Dead and dying branches	Removed
1001	S Henderson ST	Front	29629	Maple, Sugar (Acer saccharum)	39	Fair	Dead and dying branches	Reassessed
111	S Lincoln ST	Front	26704	oak, Shumard (Quercus shumardii)	22	Fair	Broken and/or hanging branches	Pruned and on PHC
812	S Lincoln ST	Front	30060	maple, silver (Acer saccharinum)	50	Poor	Tree architecture (lean, bows, taper, live crown ratio)	Remove
1017	S Madison ST	Front	39891	maple, silver (Acer saccharinum)	68	Poor	Decay or cavity (large trunk wound)	Monitoring
1305	S Park AVE	Front	44484	maple, silver (Acer saccharinum)	14	Fair	Broken and/or hanging branches	Prune
332	S Rogers ST	Front	30365	maple, silver (Acer saccharinum)	31	Fair	Broken and/or hanging branches	Monitoring
501	S Rogers ST	Side	31612	Maple, Sugar (Acer saccharum)	20	Poor	Broken and/or hanging branches	Prune

1314	S Stull AVE	Front	44354	maple, silver (Acer saccharinum)	56	Poor	Dead and dying branches	Removed
417	S Swain AVE	Front	27050	Tuliptree (Liriodendron tulipifera)	22	Fair	Broken and/or hanging branches	Reassessed
351	S Washington ST	Front	27491	maple, silver (Acer saccharinum)	29	Fair	Broken and/or hanging branches	On list to be Pruned
623	S Washington ST	Front	28769	Zelkova, Japanese (Zelkova serrata)	20	Poor	Cracks	Removed
900	S Washington ST	Front	30086	Maple, Sugar (Acer saccharum)	25	Poor	Dead and dying branches	Removed
101	S Williamsburg DR	Side	31160	ash, green (Fraxinus pennsylvanica)	15	Poor	Cracks	Removed
101	S Williamsburg DR	Side	31181	ash, green (Fraxinus pennsylvanica)	16	Poor	Cracks	Removed
921	S Woodlawn AVE	Front	29644	Tuliptree (Liriodendron tulipifera)	40	Poor	Decay or cavity (large trunk wound)	Reassessed, monitoring
340871020	S Woodlawn AVE	Front	29547	Redcedar, Eastern (Juniperus virginiana)	16	Poor	Decay or cavity (large trunk wound)	Reassessed
521	W 6th ST	Front	28669	Maple, Sugar (Acer saccharum)	39	Poor	Decay or cavity (large trunk wound)	On list for removal
1115	W 6th ST	Front	38593	Maple, Sugar (Acer saccharum)	22	Poor	Decay or cavity (large trunk wound)	Removed
812	W 9th ST	Front	38228	Maple, Red (Acer rubrum)	37	Poor	Decay or cavity (large trunk wound)	On list for removal

101	W 17th ST	Side	34087	Oak, Shingle (Quercus imbricaria)	11	Poor	Decay or cavity (large trunk wound)	Reassessed
715	W Dixie ST	Front	38753	sycamore, American (Platanus occidentalis)	40	Poor	Broken and/or hanging branches	Reassessed
1209	W Green Tree LN	Rear	47736	Elm, American (Ulmus americana)	20	Fair	Broken and/or hanging branches	Prune
1400	W RCA Park DR	Front	49942	Hackberry, Common (Celtis occidentalis)	66	Poor	Decay or cavity (large trunk wound)	Reassessed

Current List of Removals: This list denotes the addresses that have trees marked for removal currently on Street Dept crews list for removal.

- Southern Drive dead end x 3
- Tamerron Tree Removals x8
- 2237 Sweetbriar
- 2021 Wexley
- Atwater Parking Garage x2
- 500 N Morton
- 605 N Summit
- 624 S Fess
- 1002 Allendale x2
- Abby lane median x1
- 115 E 8th
- 4051 Jaime Ln
- 3400 E Moores pike