



**CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
BOARD OF PARK COMMISSIONERS  
MEETING AGENDA**

**Thursday, January 15, 2026**

**5:00–6:30 p.m.**

**City Hall, Council Chambers, 401 N. Morton St. in Bloomington, Ind.**

[Learn more about accessibility and building access at this facility](#)

[Join this meeting via Zoom](#) at:

<https://bloomington.zoom.us/j/88176917190?pwd=rcWDrwVUXJKL33E2qVwDlocT7JoU7s.1>

For more information about the Board of Park Commissioners, or to submit questions or comments for consideration by the Commissioners, [send an email to Parks and Recreation Department Director Tim Street.](#)

[Find background materials and meeting packets.](#)

[Watch this meeting live, or find recordings of past meetings on Community Access Television Services.](#)

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**Board of Park Commissioners**

<b>Commission Member</b>	<b>Appointed by</b>	<b>Appointment Date</b>	<b>Term</b>
Israel Herrera	Mayor	1/1/2023	1/1/2023-12/31/2026
Kathleen Mills	Mayor	1/1/2024	1/1/2024-12/31/2027
Ellen Rodkey	Mayor	1/1/2022	1/1/2026-12/31/2029
Jim Whitlatch	Mayor	1/1/2025	1/1/2025-12/31/2028

**CALL TO ORDER**

**I. ROLL CALL**

**II. AGENDA**

A. Consent Calendar

Agenda Item Number	Topic/Description	Presenter
A-1	Approval of Minutes of December 11 2025 Regular Meeting	Kim Clapp
A-2	Approval of Claims Submitted December 11 2025 through January 14 2026	Kim Clapp
A-3	Approval of Non-Reverting Budget Amendments	Kim Clapp
A-4	Review of Business Reports	Kim Clapp
A-5	Review/Approval of Credit Card Refunds	Kim Clapp
A-6	Approval of Surplus	Kim Clapp
A-7	Addendum with Marshall Security for 2025 Griffy deer hunt	Mary Welz
A-8	Service Agreement with Commercial Service for 2026 services	Daren Eads
A-9	Addendum with 110% Inc. for master plan surveying tools	Tim Street
A-10	Agreement with Mother Nature for ash tree health assessments	Haskell Smith

B. Public Hearings and Appearances

Agenda Item Number	Topic/Description	Presenter
B-1	Bravo Award – Scott Emery	Emily Buuck

C. Other Business

Agenda Item Number	Topic/Description	Presenter
C-1	Election of 2026 Officers	Park Board
C-2	Resolution 26-01: Appropriation of the Non-Reverting Budget	Tim Street
C-3	Agreement with A&A Quickpump for Seminary port-a-let services	Tim Street
C-4	Agreement with Centerstone for 2026 partnership services	Amy Leyenbeck
C-5	Renewal with MSI for 2026 security services	Amy Leyenbeck
C-6	Agreement with B&L Sheet Metal for Baneker roof repairs	Kevin Terrell
C-7	Food Truck Pricing Update for Farmers' Market	Clarence Boone
C-8	Agreement with Davey Resource Group for Tree Assistance Program-related removals	Haskell Smith
C-9	Agreement with CanopyBloomington for Tree Assistance Program-related plantings	Haskell Smith
C-10	Agreement with JR Ellington for 2026 hazard tree removals	Haskell Smith
C-11	Agreement with Bluestone Tree for 2026 hazard tree removals	Haskell Smith

D. Reports

Agenda Item Number	Topic/Description	Presenter
D-1	Parks End of Year Report	Tim Street

E. Public Comment

**III. ADJOURNMENT**



**A-1 January 15, 2025**

City of Bloomington Board of Park Commissioners  
 Regular Meeting: Thursday, December 11, 2025 5:00-6:30pm  
 Council Chambers, 401 N Morton St, Bloomington, IN  
 Virtual Option – Zoom

**CALL TO ORDER - ROLL CALL**

Kathleen Mills called the meeting to order at 5:02pm  
 Present: Kathleen Mills and Jim Whitlatch  
 Virtual: Ellen Rodkey  
 Absent: Israel Herrera

<b>A. CONSENT CALENDAR</b>	
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 Next Bite (Hoodz) for 2026 services
A8	Addendum to Agreement with MSI for Griffy deer hunt security
A9	Agreement with Eco-Logic for Griffy invasive plant removal services
A10	Service Agreement with B&L Sheet Metal for 2026 roof inspections
A11	Service Agreement with Elite Plumbing for 2026 services
A12	Addendum to Agreement with IU Bloomington Urban Forestry Group for surveys
A13	Agreement with Spectrum Trail for trail design at Browns Woods
A14	Service Agreement with King Snake for 2026 sound services
A15	Agreement with Bruce Carter Associates for Switchyard covenant recording
<i>Jim Whitlatch made a motion to approve the December consent calendar, Ellen Rodkey seconded motion. Vote taken: motion unanimously carried 3-0.</i>	

<b>B. PUBLIC HEARING/APPEARANCES</b>	
B1	<p><i>Emily Buuck, Community Relations Coordinator: recognized Allyn Boley as the December Bravo Award recipient for exceptional volunteer service. Allyn served as the makeup artist for the Dearly Departed Cemetery Tours at Rose Hill Cemetery, and provided detailed and historically inspired makeup for the event. Allyn’s contributions had been an integral to the success of the event. Allyn had also volunteered at the Skate and Scare event.</i></p> <p><i>The Board thanked Allyn for the volunteer services provided to the Parks Department.</i></p>

**C. OTHER BUSINESS**

C1	<p><u>Leslie Brinson, Recreation Division Director</u>: staff recommended approval of a non-reverting budget amendment to purchase a Show Master MSM2400 Mobile Stage for \$155,882. The current mobile stage, purchased in 2003, had significant mechanical issues and was nearing the end of its useful life. Staff had evaluated replacement options and determined the Show Master would best meet departmental needs, with cost savings if purchased in 2025. Funding would be from the Department’s non-reverting fund. Delivery was expected in approximately eight months, during which time the existing stage would remain in use and later be sold upon arrival of the new unit.</p> <p><i>Jim Whitlatch made a motion to approve the Non-Reverting Budget Amendment to purchase new mobile stage, Ellen Rodkey seconded motion. Vote taken: motion unanimously carried 3-0.</i></p>
C2	<p><u>Mark Sterner, Twin Lake Recreation General Manager</u>: staff recommended approval of revisions to rental agreement for Twin lake Recreation Center, Twin Lakes Sports Park, and Winslow Sports Park to include a non-refundable deposits. The change was intended to reduce last-minute cancellations, which had increased in recent years, and negatively impacted revenue and staffing.</p> <p><b>Board comments:</b> <i>Kathleen Mills inquired: about the increase in cancellations.</i> Mark Sterner responded: over the last three years organizers of premier events and mid-level events had reserved sports courts and fields, while seeking larger venue and later cancelled reservation once another location has been secured, often after staff had turned away other potential renters. <i>Jim Whitlatch inquired: if seven day cancellation provided sufficient time to rebook the facility.</i> Mark Sterner responded: the proposed non-refundable deposit would help offset lost revenue, the cancellation timeline could be reviewed at a later date to determine if a longer period was needed.</p> <p><i>Jim Whitlatch made a motion to approve the updated rental agreement template, Ellen Rodkey seconded motion. Vote taken: motion unanimously carried 3-0.</i></p>
C3	<p><u>Daren Eads, Sports Facility Coordinator</u>: staff recommended approval of a service agreement with Woods Electrical Contractors, Inc. to provide as-needed electrical repairs, adjustments, and components replacement for the Sports and Operations Divisions, with a total amount not to exceed \$20,000. Funding would come from multiple account lines. Woods Electric, a local contractor had worked with Parks for many years, had been reliable and provided timely service.</p> <p><i>Jim Whitlatch made a motion to approve the agreement with Woods Electrical Contractors, Inc., Ellen Rodkey seconded motion. Vote taken: motion unanimously carried 3-0.</i></p>
C4	<p><u>Mary Walz, Natural Resources Manager</u>: staff recommended approval of a \$17,380 contract with Habitat Solutions to provide prescribed fire and forest stand improvement (FSI) services at Griffy Lake. To improve the forest health and wildlife habitat, Habitat Solutions would implement prescribed fire on a 15 acre burn unit north of Griffy Creek Trail in Winter 2025 to Spring 2026, as conditions allowed. Funding would be from Natural Resources General Fund. Bloomington Fire Department would be on hand to provide assistance in minimizing risk.</p>

	<p><i>Jim Whitlatch made a motion to approve the agreement with Habitat Solution for prescribed fire at Griffy lake, Ellen Rodkey seconded motion. Vote taken: motion unanimously carried 3-0.</i></p>
C5	<p><i>Amy Leyenbeck, Operations Coordinator:</i> staff recommended approval of the 2026 service agreement with The Stables Events (Izzy’s Rental) for as-needed cleaning and pumping of portable restrooms, in an amount not to exceed \$17,000. Services would be provided at nine locations, include rental and services at RCA Park for five months, and provide port-a-let services at various Community Events throughout 2026. Funding would be from multiple lines.</p> <p><b>Board Comments:</b> <i>Kathleen Mills inquired: if Izzy provided reports if there were problem at units. Amy Leyenbeck responded: staff were at the parks and checked port-a-lets multiple times throughout the week, and would provide pictures and reports if there were any issues. Parks staff would follow up with Izzy if any repairs or additional cleaning was needed. Izzy responded quickly to any issues. Jim Whitlatch inquired: if the contract included the port-a-let at Seminary Square. Amy Leyenbeck responded: no, that was a separate contract, with a different company. Jim Whitlatch inquired: on the nine locations. Amy Leyenbeck responded: Clear Creek Trail, Wapehani, RCA Park, Upper Cascades, Bryan Park and a few other locations.</i></p> <p><i>Jim Whitlatch made a motion to approve the agreement with Izzy Rental for port-a-let rental and services, Ellen Rodkey seconded motion. Vote taken: motion unanimously carried 3-0.</i></p>
C6	<p><i>Heidi Shoemaker, Natural Resources Coordinator:</i> staff recommended approval of the reappointment of Denise Gardiner, Bill Jones, Marne Potter, and Angie Shelton to the Environmental Resource Advisory Council, which advised Bloomington Parks and Recreation on policy matters pertaining to operations of city natural areas and/or facilities.</p> <p><b>Board comments:</b> <i>Jim Whitlatch inquired: if these were the only four applications received. Heidi Shoemaker responded: These four served a two year term which expired in December 2025. They reapplied to continue for another two year term. There were two vacant seats, one member did not reapply, and a second member had stepped down earlier. No other applications were received.</i></p> <p><i>Jim Whitlatch made a motion to approve the Environmental Resource Advisory Council appointments, Ellen Rodkey seconded motion. Vote taken: motion unanimously carried 3-0.</i></p>
C7	<p><i>Joanna Sparks, Urban Greenspace Manager:</i> staff recommended approval of a contract with Nature’s Way to provide landscaping services on the Courthouse Square in 2026, in an amount not to exceed \$13,520. Services would include removal and replacement of soil and plant material in four planters that were not replanted in 2025. Funding would be from Urban Greenspace General Fund.</p>
C8	<p><i>Leslie Brinson, Recreation Division Director:</i> staff recommended a partnership between Parks and Recreation and Visit Bloomington for FreezeFest 2026. Visit Bloomington would provide \$800 to help offset event costs, which would be deposited in Community Events non-reverting fund. FreezeFest would be held in January 2026,</p>

	at Switchyard Park, the Department would provide the location and run the Winterpalooza event which would be free to the public. Visit Bloomington would coordinate ice carving activities, chili cookoff, foodtrucks and sponsorships.
C9	<i>Rebecca Swift, Operations &amp; Development Division Director:</i> staff recommended approval of the memorandum of Understanding between the City of Bloomington Parks and Recreation Department and SOMO Development company to formalize long-term maintenance and operations responsibilities for the “Southern Meadows” spur of the Bloomington Rail Trail. The MOU clarified responsibilities for the trail segments and the historic rail bridge over Clear Creek, granted the City permanent access for inspection and maintenance, and established ongoing safety and upkeep obligations. No funding was associated with the agreement.

<b>D. REPORTS</b>	
D1	<i>Haskell Smith, Urban Forestry;</i> presented the Final Quarterly Tree Risk and Reporting Document- Q4 Risk Report. The report outlined known tree risks and mitigation efforts, ongoing tree maintenance activities, and current tree removal list, and provided an overview of completed and planned urban forestry work.

<b>E PUBLIC COMMENT</b>
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**Tim Street, Director presented Department update.**

- Bicentennial Tree Planting round three was occurring
- Replacement of warranty trees had been planted at Hopewell Commons
- Thanked the Board for their service throughout the year
- Recognized staff for their outstanding efforts throughout 2025
- More than 400 unique staff members had worked throughout the year
- Skate with Santa and FreezeFest were coming up
- Staff continued to work on Master Plan, a meeting was scheduled for January 14th
- Final surveys for Master Plan were out and information would be compiled
- Master Plan Draft would be brought before the Board in early 2026
- New lights were to be installed at the Switchyard Park Pavilion.
- The next Park Board meeting would be held on Thursday, January 15, 2026 at 5pm.
- 2026 Park Board meetings would be held on the third Thursday of the month at 5pm, with the exception of November and December.

**ADJOURNMENT:**

Meeting was adjourned at 5:34pm.

Respectfully Submitted,  
Kim Clapp  
Secretary Board of Park Commissioners

## REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/9/2026	Payroll				175,443.04
					175,443.04

### 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 \$ 175,443.04

**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 12/23/25 - 01/16/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 2204 - Park and Recreation - Operating</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181000 - Administration</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	62.95
1079 - AT&T	812349377112-25	18-Parks AT&T Landlines - 11/20/25-12/19/25	Paid by Check # 81029		01/07/2026	01/07/2026	01/07/2026		01/07/2026	755.20
13969 - AT&T Mobility II, LLC	2873273216181225	06-Unlim'td LTE Laptp/Hotsp 11/12-12/11/25-287327321618X12192025	Edit		01/14/2026	01/14/2026	01/14/2026			410.12
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions 3		<u>\$1,228.27</u>
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	P&RBF-NOV 25	18-P&R Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70054		12/30/2025	12/30/2025	12/30/2025		12/30/2025	24,832.78
							Account <b>53830 - Bank Charges</b> Totals	Invoice Transactions 1		<u>\$24,832.78</u>
							Program <b>181000 - Administration</b> Totals	Invoice Transactions 4		<u>\$26,061.05</u>
Program <b>181100 - Marketing</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	62.95
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1		<u>\$62.95</u>
							Program <b>181100 - Marketing</b> Totals	Invoice Transactions 1		<u>\$62.95</u>
Program <b>182001 - Aquatics - Bryan Pool</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	29.24
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1		<u>\$29.24</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	010726-ParkDukeA	18-Parks Facilities-elec chgs- Nov-Dec 2025	Paid by Check # 81041		01/07/2026	01/07/2026	01/07/2026		01/07/2026	315.60



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 2204 - Park and Recreation - Operating</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182001 - Aquatics - Bryan Pool</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	010726-ParkDukeC	18-Parks Fac-elec chgs- Nov-Dec 2025	Paid by Check # 81043		01/07/2026	01/07/2026	01/07/2026		01/07/2026	13.91
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 2		<u>\$329.51</u>
							Program <b>182001 - Aquatics - Bryan Pool</b> Totals	Invoice Transactions 3		<u>\$358.75</u>
Program <b>182002 - Aquatics - Mills Pool</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	010726-ParkDukeA	18-Parks Facilities-elec chgs- Nov-Dec 2025	Paid by Check # 81041		01/07/2026	01/07/2026	01/07/2026		01/07/2026	27.63
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1		<u>\$27.63</u>
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12922468-9010626	18-Natural Gas Mills- 1100 W. 14th St - 12/02/25-01/02/26	Edit		01/14/2026	01/14/2026	01/14/2026			48.77
							Account <b>53540 - Natural Gas</b> Totals	Invoice Transactions 1		<u>\$48.77</u>
							Program <b>182002 - Aquatics - Mills Pool</b> Totals	Invoice Transactions 2		<u>\$76.40</u>
Program <b>182500 - Frank Southern Center</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	010726-ParkDukeB	18-Parks Fac-elec chgs - Nov-Dec 2025	Paid by Check # 81042		01/07/2026	01/07/2026	01/07/2026		01/07/2026	8,021.88
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1		<u>\$8,021.88</u>
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	P&RBF-NOV 25	18-P&R Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70054		12/30/2025	12/30/2025	12/30/2025		12/30/2025	4.06
							Account <b>53830 - Bank Charges</b> Totals	Invoice Transactions 1		<u>\$4.06</u>
							Program <b>182500 - Frank Southern Center</b> Totals	Invoice Transactions 2		<u>\$8,025.94</u>
Program <b>183500 - Golf Services</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25- Inv. 287297421132X121920 25	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	21.25
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1		<u>\$21.25</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	010726-ParkDukeA	18-Parks Facilities-elec chgs- Nov-Dec 2025	Paid by Check # 81041		01/07/2026	01/07/2026	01/07/2026		01/07/2026	813.78
223 - Duke Energy	010726-ParkDukeB	18-Parks Fac-elec chgs - Nov-Dec 2025	Paid by Check # 81042		01/07/2026	01/07/2026	01/07/2026		01/07/2026	73.83



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<b>Fund 2204 - Park and Recreation - Operating</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>183500 - Golf Services</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	010726-ParkDukeC	18-Parks Fac-elec chgs- Nov-Dec 2025	Paid by Check # 81043		01/07/2026	01/07/2026	01/07/2026		01/07/2026	570.46
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 3		<u>\$1,458.07</u>
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12947349-2010826	18-Natural Gas Cascades Golf Course - 12/02/25-01/02/26	Edit		01/14/2026	01/14/2026	01/14/2026			97.12
							Account <b>53540 - Natural Gas</b> Totals	Invoice Transactions 1		<u>\$97.12</u>
							Program <b>183500 - Golf Services</b> Totals	Invoice Transactions 5		<u>\$1,576.44</u>
Program <b>184000 - Natural Resources</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	144.09
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1		<u>\$144.09</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	010726-ParkDukeA	18-Parks Facilities-elec chgs- Nov-Dec 2025	Paid by Check # 81041		01/07/2026	01/07/2026	01/07/2026		01/07/2026	17.33
223 - Duke Energy	010726-ParkDukeC	18-Parks Fac-elec chgs- Nov-Dec 2025	Paid by Check # 81043		01/07/2026	01/07/2026	01/07/2026		01/07/2026	17.10
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 2		<u>\$34.43</u>
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	P&RBF-NOV 25	18-P&R Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70054		12/30/2025	12/30/2025	12/30/2025		12/30/2025	1.38
							Account <b>53830 - Bank Charges</b> Totals	Invoice Transactions 1		<u>\$1.38</u>
							Program <b>184000 - Natural Resources</b> Totals	Invoice Transactions 4		<u>\$179.90</u>
Program <b>184500 - Youth Services -Juke Box</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	010726-ParkDukeC	18-Parks Fac-elec chgs- Nov-Dec 2025	Paid by Check # 81043		01/07/2026	01/07/2026	01/07/2026		01/07/2026	223.27
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1		<u>\$223.27</u>
							Program <b>184500 - Youth Services -Juke Box</b> Totals	Invoice Transactions 1		<u>\$223.27</u>



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<b>Fund 2204 - Park and Recreation - Operating</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	010726-ParkDukeA	18-Parks Facilities-elec chgs- Nov-Dec 2025	Paid by Check # 81041		01/07/2026	01/07/2026	01/07/2026		01/07/2026	116.82
223 - Duke Energy	010726-ParkDukeB	18-Parks Fac-elec chgs - Nov-Dec 2025	Paid by Check # 81042		01/07/2026	01/07/2026	01/07/2026		01/07/2026	1,397.56
223 - Duke Energy	010726-ParkDukeC	18-Parks Fac-elec chgs- Nov-Dec 2025	Paid by Check # 81043		01/07/2026	01/07/2026	01/07/2026		01/07/2026	57.40
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 3		\$1,571.78
							Program <b>187001 - Adult Sports-Softball</b> Totals	Invoice Transactions 3		\$1,571.78
Program <b>187202 - Youth Sports-Winslow</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	29.24
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1		\$29.24
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	010726-ParkDukeA	18-Parks Facilities-elec chgs- Nov-Dec 2025	Paid by Check # 81041		01/07/2026	01/07/2026	01/07/2026		01/07/2026	56.01
223 - Duke Energy	010726-ParkDukeB	18-Parks Fac-elec chgs - Nov-Dec 2025	Paid by Check # 81042		01/07/2026	01/07/2026	01/07/2026		01/07/2026	162.99
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 2		\$219.00
							Program <b>187202 - Youth Sports-Winslow</b> Totals	Invoice Transactions 3		\$248.24
Program <b>187208 - Youth Sports-Olcott</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	010726-ParkDukeA	18-Parks Facilities-elec chgs- Nov-Dec 2025	Paid by Check # 81041		01/07/2026	01/07/2026	01/07/2026		01/07/2026	202.88
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1		\$202.88
							Program <b>187208 - Youth Sports-Olcott</b> Totals	Invoice Transactions 1		\$202.88
Program <b>187500 - Banneker</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	010726-ParkDukeC	18-Parks Fac-elec chgs- Nov-Dec 2025	Paid by Check # 81043		01/07/2026	01/07/2026	01/07/2026		01/07/2026	789.85
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1		\$789.85
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12989797-1010826	18-Natural Gas Banneker-12/02/25-01/02/26	Edit		01/14/2026	01/14/2026	01/14/2026			411.91
							Account <b>53540 - Natural Gas</b> Totals	Invoice Transactions 1		\$411.91



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Invoice Date Range 12/23/25 - 01/16/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 2204 - Park and Recreation - Operating</b>											
Department <b>18 - Parks &amp; Recreation</b>											
Program <b>187500 - Banneker</b>											
Account <b>53830 - Bank Charges</b>											
18844 - First Financial Bank, N.A.	P&RBF-NOV 25	18-P&R Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70054		12/30/2025	12/30/2025	12/30/2025		12/30/2025	60.81	
								Account <b>53830 - Bank Charges</b> Totals		Invoice Transactions 1	<u>\$60.81</u>
								Program <b>187500 - Banneker</b> Totals		Invoice Transactions 3	<u>\$1,262.57</u>
Program <b>188001 - Inclusive Recreation</b>											
Account <b>53210 - Telephone</b>											
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	43.86	
								Account <b>53210 - Telephone</b> Totals		Invoice Transactions 1	<u>\$43.86</u>
								Program <b>188001 - Inclusive Recreation</b> Totals		Invoice Transactions 1	<u>\$43.86</u>
Program <b>189000 - Operations</b>											
Account <b>52240 - Fuel and Oil</b>											
3560 - First Financial Bank / Credit Cards	19800570	18-EVconnect Chgs-City Hall Lot-Ops Director 12/15/25	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	5.01	
3560 - First Financial Bank / Credit Cards	19822207	18-EVconnect Chgs-City Hall Lot-Ops Director 12/16/25	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	3.09	
3560 - First Financial Bank / Credit Cards	19944492	18-EVconnect Chgs-City Hall Lot-Ops Director 12/22/25	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	6.19	
								Account <b>52240 - Fuel and Oil</b> Totals		Invoice Transactions 3	<u>\$14.29</u>
Account <b>53210 - Telephone</b>											
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	271.45	
								Account <b>53210 - Telephone</b> Totals		Invoice Transactions 1	<u>\$271.45</u>
Account <b>53510 - Electrical Services</b>											
223 - Duke Energy	010726-ParkDukeA	18-Parks Facilities-elec chgs- Nov-Dec 2025	Paid by Check # 81041		01/07/2026	01/07/2026	01/07/2026		01/07/2026	1,022.33	
223 - Duke Energy	010726-ParkDukeB	18-Parks Fac-elec chgs - Nov-Dec 2025	Paid by Check # 81042		01/07/2026	01/07/2026	01/07/2026		01/07/2026	678.60	
223 - Duke Energy	010726-ParkDukeC	18-Parks Fac-elec chgs- Nov-Dec 2025	Paid by Check # 81043		01/07/2026	01/07/2026	01/07/2026		01/07/2026	1,028.40	



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Invoice Date Range 12/23/25 - 01/16/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>2204 - Park and Recreation - Operating</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	010726-ParkDukeD	18-Parks Fac-elec chgs- Nov-Dec 2025	Paid by Check # 81044		01/07/2026	01/07/2026	01/07/2026		01/07/2026	81.79
							Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 4	<u>\$2,811.12</u>
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888106-7010626	18-Natural Gas Rose Hill 2- 11/26/25-12/29/25	Edit		01/14/2026	01/14/2026	01/14/2026			309.87
							Account <b>53540 - Natural Gas</b> Totals		Invoice Transactions 1	<u>\$309.87</u>
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-003945261	18-Parks Landfill OPS Center 12/01/25-12/31/25	Paid by EFT # 70235		01/07/2026	01/07/2026	01/07/2026		01/07/2026	1,487.21
							Account <b>53950 - Landfill</b> Totals		Invoice Transactions 1	<u>\$1,487.21</u>
							Program <b>189000 - Operations</b> Totals		Invoice Transactions 10	<u>\$4,893.94</u>
Program <b>189006 - Switchyard Property</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	010726-ParkDukeB	18-Parks Fac-elec chgs - Nov-Dec 2025	Paid by Check # 81042		01/07/2026	01/07/2026	01/07/2026		01/07/2026	1,637.92
223 - Duke Energy	010726-ParkDukeC	18-Parks Fac-elec chgs- Nov-Dec 2025	Paid by Check # 81043		01/07/2026	01/07/2026	01/07/2026		01/07/2026	246.90
223 - Duke Energy	010726-ParkDukeD	18-Parks Fac-elec chgs- Nov-Dec 2025	Paid by Check # 81044		01/07/2026	01/07/2026	01/07/2026		01/07/2026	1,170.04
							Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 3	<u>\$3,054.86</u>
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-003943233	18-SYP 8 Yard Dumpster 12/01/25-12/31/25	Paid by EFT # 70235		01/07/2026	01/07/2026	01/07/2026		01/07/2026	432.60
							Account <b>53950 - Landfill</b> Totals		Invoice Transactions 1	<u>\$432.60</u>
							Program <b>189006 - Switchyard Property</b> Totals		Invoice Transactions 4	<u>\$3,487.46</u>
Program <b>189400 - Hopewell</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	011426-ParkDukeA	18-Parks Duke Energy Hopewell Commons Nov-Dec Charges	Edit		01/14/2026	01/14/2026	01/14/2026			462.17
							Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 1	<u>\$462.17</u>
							Program <b>189400 - Hopewell</b> Totals		Invoice Transactions 1	<u>\$462.17</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 2204 - Park and Recreation - Operating</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189500 - Urban Greenspace</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321 225	06-cell phone chgs 11/12/25-12/11/25- Inv. 287297421132X121920 25	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	250.20
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1		<u>\$250.20</u>
							Program <b>189500 - Urban Greenspace</b> Totals	Invoice Transactions 1		<u>\$250.20</u>
Program <b>189501 - Cemeteries</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321 225	06-cell phone chgs 11/12/25-12/11/25- Inv. 287297421132X121920 25	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	41.70
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1		<u>\$41.70</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	010726- ParkDukeB	18-Parks Fac-elec chgs - Nov-Dec 2025	Paid by Check # 81042		01/07/2026	01/07/2026	01/07/2026		01/07/2026	124.66
223 - Duke Energy	010726- ParkDukeC	18-Parks Fac-elec chgs- Nov-Dec 2025	Paid by Check # 81043		01/07/2026	01/07/2026	01/07/2026		01/07/2026	137.68
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 2		<u>\$262.34</u>
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879235- 5010826	18-Natural Gas Rosehill 1-12/02/25-01/02/26	Edit		01/14/2026	01/14/2026	01/14/2026			58.37
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879656- 2010826	18-Natural Gas Rose Hill 2 12/02/25- 01/02/26	Edit		01/14/2026	01/14/2026	01/14/2026			45.99
							Account <b>53540 - Natural Gas</b> Totals	Invoice Transactions 2		<u>\$104.36</u>
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	P&RBF-NOV 25	18-P&R Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70054		12/30/2025	12/30/2025	12/30/2025		12/30/2025	34.27
							Account <b>53830 - Bank Charges</b> Totals	Invoice Transactions 1		<u>\$34.27</u>
							Program <b>189501 - Cemeteries</b> Totals	Invoice Transactions 6		<u>\$442.67</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 2204 - Park and Recreation - Operating</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189503 - Urban Forestry</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25- Inv. 287297421132X121920 25	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	188.85
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions 1		<u>\$188.85</u>
							Program <b>189503 - Urban Forestry</b> Totals	Invoice Transactions 1		<u>\$188.85</u>
							Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions 56		<u>\$49,619.32</u>
							Fund <b>2204 - Park and Recreation - Operating</b> Totals	Invoice Transactions 56		<u>\$49,619.32</u>
<b>Fund 2211 - Park Nonreverting Operating</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181001 - Health &amp; Wellness</b>										
Account <b>52420 - Other Supplies</b>										
4504 - American National Red Cross	23069999	18- 8 CPR/First Aid Classes	Paid by EFT # 70254		01/06/2026	01/06/2026	01/16/2026		01/16/2026	320.00
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1		<u>\$320.00</u>
							Program <b>181001 - Health &amp; Wellness</b> Totals	Invoice Transactions 1		<u>\$320.00</u>
Program <b>182501 - Frank Southern Center Concession</b>										
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	P&RBF-NOV 25	18-P&R Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70054		12/30/2025	12/30/2025	12/30/2025		12/30/2025	1,128.44
							Account <b>53830 - Bank Charges</b> Totals	Invoice Transactions 1		<u>\$1,128.44</u>
							Program <b>182501 - Frank Southern Center Concession</b> Totals	Invoice Transactions 1		<u>\$1,128.44</u>
Program <b>183501 - Golf Course - Pro Shop</b>										
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	P&RBF-NOV 25	18-P&R Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70054		12/30/2025	12/30/2025	12/30/2025		12/30/2025	2,221.85
							Account <b>53830 - Bank Charges</b> Totals	Invoice Transactions 1		<u>\$2,221.85</u>
							Program <b>183501 - Golf Course - Pro Shop</b> Totals	Invoice Transactions 1		<u>\$2,221.85</u>
Program <b>184501 - Youth Services-Kid City Camps</b>										
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	P&RBF-NOV 25	18-P&R Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70054		12/30/2025	12/30/2025	12/30/2025		12/30/2025	16.75
							Account <b>53830 - Bank Charges</b> Totals	Invoice Transactions 1		<u>\$16.75</u>
							Program <b>184501 - Youth Services-Kid City Camps</b> Totals	Invoice Transactions 1		<u>\$16.75</u>





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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 2211 - Park Nonreverting Operating</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>52310 - Building Materials and Supplies</b>										
8658 - Kleindorfer's Hardware LLC	31588	18- 10 hose clamps for TLRC	Paid by EFT # 70294		01/06/2026	01/06/2026	01/16/2026		01/16/2026	10.00
							Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice Transactions	1	<u>\$10.00</u>
Account <b>53150 - Communications Contract</b>										
392 - Koorsen Fire & Security, INC	IN01124552	18 - TLRC Alarm Monitoring-1/1-3/31/26	Paid by EFT # 70295		01/06/2026	01/06/2026	01/16/2026		01/16/2026	270.00
							Account <b>53150 - Communications Contract</b> Totals	Invoice Transactions	1	<u>\$270.00</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	010726-ParkDukeB	18-Parks Fac-elec chgs - Nov-Dec 2025	Paid by Check # 81042		01/07/2026	01/07/2026	01/07/2026		01/07/2026	50.80
							Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions	1	<u>\$50.80</u>
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888116-6010626	18-Natural Gas TLRC - 11/26/25-12/29/25	Edit		01/14/2026	01/14/2026	01/14/2026			903.28
							Account <b>53540 - Natural Gas</b> Totals	Invoice Transactions	1	<u>\$903.28</u>
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	P&RBF-NOV 25	18-P&R Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70054		12/30/2025	12/30/2025	12/30/2025		12/30/2025	2,192.69
							Account <b>53830 - Bank Charges</b> Totals	Invoice Transactions	1	<u>\$2,192.69</u>
Account <b>53910 - Dues and Subscriptions</b>										
454 - DirecTV, LLC	075619410X251222	18-satellite service for TLRC-12/21/25-01/20/26	Paid by Check # 81039		01/07/2026	01/07/2026	01/07/2026		01/07/2026	269.98
							Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice Transactions	1	<u>\$269.98</u>
							Program <b>185000 - Twin Lakes Recreation Center</b> Totals	Invoice Transactions	6	<u>\$3,696.75</u>
Program <b>185003 - TLRC-Basketball</b>										
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	P&RBF-NOV 25	18-P&R Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70054		12/30/2025	12/30/2025	12/30/2025		12/30/2025	3.04
							Account <b>53830 - Bank Charges</b> Totals	Invoice Transactions	1	<u>\$3.04</u>
							Program <b>185003 - TLRC-Basketball</b> Totals	Invoice Transactions	1	<u>\$3.04</u>
Program <b>186500 - Community Events</b>										
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	P&RBF-NOV 25	18-P&R Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70054		12/30/2025	12/30/2025	12/30/2025		12/30/2025	201.54
							Account <b>53830 - Bank Charges</b> Totals	Invoice Transactions	1	<u>\$201.54</u>
							Program <b>186500 - Community Events</b> Totals	Invoice Transactions	1	<u>\$201.54</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 2211 - Park Nonreverting Operating</b>											
Department <b>18 - Parks &amp; Recreation</b>											
Program <b>186502 - Community Events-Gardens</b>											
Account <b>53830 - Bank Charges</b>											
18844 - First Financial Bank, N.A.	P&RBF-NOV 25	18-P&R Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70054		12/30/2025	12/30/2025	12/30/2025		12/30/2025	1.49	
								Account <b>53830 - Bank Charges</b> Totals		Invoice Transactions 1	<u>\$1.49</u>
								Program <b>186502 - Community Events-Gardens</b> Totals		Invoice Transactions 1	<u>\$1.49</u>
Program <b>186503 - Community Events-Farmers' Market</b>											
Account <b>53210 - Telephone</b>											
13969 - AT&T Mobility II, LLC	2872974211321 225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X121920 25	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	62.95	
								Account <b>53210 - Telephone</b> Totals		Invoice Transactions 1	<u>\$62.95</u>
Account <b>53830 - Bank Charges</b>											
18844 - First Financial Bank, N.A.	P&RBF-NOV 25	18-P&R Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70054		12/30/2025	12/30/2025	12/30/2025		12/30/2025	94.15	
								Account <b>53830 - Bank Charges</b> Totals		Invoice Transactions 1	<u>\$94.15</u>
								Program <b>186503 - Community Events-Farmers' Market</b> Totals		Invoice Transactions 2	<u>\$157.10</u>
Program <b>189000 - Operations</b>											
Account <b>53830 - Bank Charges</b>											
18844 - First Financial Bank, N.A.	P&RBF-NOV 25	18-P&R Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70054		12/30/2025	12/30/2025	12/30/2025		12/30/2025	12.44	
								Account <b>53830 - Bank Charges</b> Totals		Invoice Transactions 1	<u>\$12.44</u>
								Program <b>189000 - Operations</b> Totals		Invoice Transactions 1	<u>\$12.44</u>
Program <b>189006 - Switchyard Property</b>											
Account <b>53830 - Bank Charges</b>											
18844 - First Financial Bank, N.A.	P&RBF-NOV 25	18-P&R Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70054		12/30/2025	12/30/2025	12/30/2025		12/30/2025	205.85	
								Account <b>53830 - Bank Charges</b> Totals		Invoice Transactions 1	<u>\$205.85</u>
								Program <b>189006 - Switchyard Property</b> Totals		Invoice Transactions 1	<u>\$205.85</u>
								Department <b>18 - Parks &amp; Recreation</b> Totals		Invoice Transactions 17	<u>\$7,965.25</u>
								Fund <b>2211 - Park Nonreverting Operating</b> Totals		Invoice Transactions 17	<u>\$7,965.25</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>4655 - 2018 BicentennialBnd Prcd900030</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>18018A - 7th St Green Way, RCA Power Line</b>										
Account <b>54510 - Other Capital Outlays</b>										
5641 - TYP SA, Inc.	201049	18-(Aztec)-Duke Power Line Trail Add #4 Addt'l Funding-Nov 2025	Paid by EFT # 70334		01/06/2026	01/06/2026	01/16/2026		01/16/2026	500.00
							Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions	1	<u>\$500.00</u>
							Program <b>18018A - 7th St Green Way, RCA Power Line</b> Totals	Invoice Transactions	1	<u>\$500.00</u>
							Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions	1	<u>\$500.00</u>
							Fund <b>4655 - 2018 BicentennialBnd Prcd900030</b> Totals	Invoice Transactions	1	<u>\$500.00</u>
							Grand Totals	Invoice Transactions	74	<u>\$58,084.57</u>

**REGISTER OF CLAIMS**  
**Board of Park Commissioners Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
01/16/26	Claims				\$58,084.57
					<u>\$58,084.57</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 \$58,084.57 1/16/2026

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

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

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

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



# Board of Park Commissioners Claim Register

Invoice Date Range 12/20/25 - 12/22/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 2204 - Park and Recreation - Operating</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181000 - Administration</b>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LF4-XMN4-9QXW	18-(1) 28ct Swiffer Duster w/ (1)ct Handle for Parks Main Offic	Paid by EFT # 70064		12/22/2025	12/22/2025	12/22/2025		12/22/2025	25.99
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 1	<u>\$25.99</u>
							Program <b>181000 - Administration</b> Totals		Invoice Transactions 1	<u>\$25.99</u>
Program <b>182500 - Frank Southern Center</b>										
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-003937931	18-FSC-2100 S. Henderson-trash service-January 2026	Paid by EFT # 70160		12/22/2025	12/22/2025	12/22/2025		12/22/2025	349.19
							Account <b>53950 - Landfill</b> Totals		Invoice Transactions 1	<u>\$349.19</u>
							Program <b>182500 - Frank Southern Center</b> Totals		Invoice Transactions 1	<u>\$349.19</u>
Program <b>183500 - Golf Services</b>										
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-003936950	18-Cascades-3550 N Kinser Pk-trash service January 2026	Paid by EFT # 70160		12/22/2025	12/22/2025	12/22/2025		12/22/2025	697.57
							Account <b>53950 - Landfill</b> Totals		Invoice Transactions 1	<u>\$697.57</u>
							Program <b>183500 - Golf Services</b> Totals		Invoice Transactions 1	<u>\$697.57</u>
Program <b>186500 - Community Events</b>										
Account <b>53990 - Other Services and Charges</b>										
9491 - David Everton	11-29-25	18 - St.Nick & Mrs. Claus at Holiday Market 11/29/25	Paid by EFT # 70108		12/22/2025	12/22/2025	12/22/2025		12/22/2025	150.00
10145 - Zain Elizabeth Mackey (The O2R Band)	1003	18- Performance by O2R Blues at the Holiday Market on Nov. 29	Paid by EFT # 70136		12/22/2025	12/22/2025	12/22/2025		12/22/2025	550.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 2	<u>\$700.00</u>
							Program <b>186500 - Community Events</b> Totals		Invoice Transactions 2	<u>\$700.00</u>
Program <b>189000 - Operations</b>										
Account <b>52420 - Other Supplies</b>										
3560 - First Financial Bank / Credit Cards	19719331	18-EVconnect charges-City Hall Lot-Ops Director-12/11/25	Paid by Check # 81009		12/22/2025	12/22/2025	12/22/2025		12/22/2025	8.00
3560 - First Financial Bank / Credit Cards	19510938	18-EVconnect charges-City Hall Lot-Ops Director-12/01/25	Paid by Check # 81009		12/22/2025	12/22/2025	12/22/2025		12/22/2025	7.77
3560 - First Financial Bank / Credit Cards	19554087	18-EVconnect charges-City Hall Lot-Ops Director-12/03/25	Paid by Check # 81009		12/22/2025	12/22/2025	12/22/2025		12/22/2025	4.54



# Board of Park Commissioners Claim Register

Invoice Date Range 12/20/25 - 12/22/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 2204 - Park and Recreation - Operating</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189000 - Operations</b>										
Account <b>52420 - Other Supplies</b>										
3560 - First Financial Bank / Credit Cards	19531347	18-EVconnect charges- City Hall Lot-Ops Director-12/02/25	Paid by Check # 81009		12/22/2025	12/22/2025	12/22/2025		12/22/2025	2.74
3560 - First Financial Bank / Credit Cards	19595323	18-EVconnect charges- City Hall Lot-Ops Director-12/05/25	Paid by Check # 81009		12/22/2025	12/22/2025	12/22/2025		12/22/2025	7.38
3560 - First Financial Bank / Credit Cards	19696503	18-EVconnect charges- City Hall Lot-Ops Director-12/10/25	Paid by Check # 81009		12/22/2025	12/22/2025	12/22/2025		12/22/2025	7.26
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 6	<u>\$37.69</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	121925- ParkDukeA	18- Electric Charges Nov-Dec	Paid by Check # 80997		12/22/2025	12/22/2025	12/22/2025		12/22/2025	209.82
							Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 1	<u>\$209.82</u>
							Program <b>189000 - Operations</b> Totals		Invoice Transactions 7	<u>\$247.51</u>
Program <b>189006 - Switchyard Property</b>										
Account <b>53990 - Other Services and Charges</b>										
421 - Centerstone Of Indiana, INC	Switch1125	18- SYP Centerstone Nov 2025	Paid by EFT # 70093		12/22/2025	12/22/2025	12/22/2025		12/22/2025	6,640.56
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1	<u>\$6,640.56</u>
							Program <b>189006 - Switchyard Property</b> Totals		Invoice Transactions 1	<u>\$6,640.56</u>
							Department <b>18 - Parks &amp; Recreation</b> Totals		Invoice Transactions 13	<u>\$8,660.82</u>
							Fund <b>2204 - Park and Recreation - Operating</b> Totals		Invoice Transactions 13	<u>\$8,660.82</u>
<b>Fund 2211 - Park Nonreverting Operating</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>53830 - Bank Charges</b>										
3623 - US Bank	7982808	06-Admin Fee-IN Park Dist Refunding Bond of 2017-10/1/25-9/30/26	Paid by Check # 81020		12/22/2025	12/22/2025	12/22/2025		12/22/2025	625.00
							Account <b>53830 - Bank Charges</b> Totals		Invoice Transactions 1	<u>\$625.00</u>
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694- 003938300	18-TLRC-1700 W. Bloomfield-trash service-January 2026	Paid by EFT # 70160		12/22/2025	12/22/2025	12/22/2025		12/22/2025	284.38
							Account <b>53950 - Landfill</b> Totals		Invoice Transactions 1	<u>\$284.38</u>
							Program <b>185000 - Twin Lakes Recreation Center</b> Totals		Invoice Transactions 2	<u>\$909.38</u>



# Board of Park Commissioners Claim Register

Invoice Date Range 12/20/25 - 12/22/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>2211 - Park Nonreverting Operating</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185002 - TLRC-Health &amp; Wellness</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
6161 - Morgan Ashley Banks	121825	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	280.00
			70071							
6161 - Morgan Ashley Banks	120425	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	105.00
			70212							
9399 - Chloe Clift	121925	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	31.25
			70094							
9399 - Chloe Clift	120525	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	31.25
			70213							
9124 - Karin B Coopersmith	121825	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	125.00
			70095							
9124 - Karin B Coopersmith	120425	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	62.50
			70214							
8370 - Alice M Day	121825	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	93.75
			70100							
8370 - Alice M Day	111825	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	31.25
			70215							
5274 - Catherine T Gossett	121925	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	315.00
			70113							
5274 - Catherine T Gossett	120525	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	245.00
			70216							
8399 - Gustavus Alexis McLeod	121625	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	156.25
			70140							
8399 - Gustavus Alexis McLeod	111825	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	31.25
			70217							
9212 - Siddhartha T McLeod	121625	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	31.25
			70141							
9212 - Siddhartha T McLeod	112025	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	31.25
			70218							
8451 - Sarah K Peters	120825	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	35.00
			70155							
8184 - Emily E Tally	121825	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	125.00
			70179							
8184 - Emily E Tally	120425	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	62.50
			70219							
9354 - Logan Thomas	121825	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	168.00
			70184							
9354 - Logan Thomas	120425	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	84.00
			70220							
9222 - Skyler Wildfong	122125	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	156.25
			70205							
9222 - Skyler Wildfong	120125	18-TLRC Fitness Specialist	Paid by EFT #		12/22/2025	12/22/2025	12/22/2025		12/22/2025	31.25
			70221							



# Board of Park Commissioners Claim Register

Invoice Date Range 12/20/25 - 12/22/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 2211 - Park Nonreverting Operating</b>											
Department <b>18 - Parks &amp; Recreation</b>											
Program <b>185002 - TLRC-Health &amp; Wellness</b>											
Account <b>53940 - Temporary Contractual Employee</b>											
7960 - Lauren Wilson (Elae Entertainment Group LLC)	120425	18-TLRC Fitness Specialist	Paid by EFT # 70222		12/22/2025	12/22/2025	12/22/2025		12/22/2025	31.25	
								Account <b>53940 - Temporary Contractual Employee</b> Totals		Invoice Transactions 22	<u>\$2,263.25</u>
								Program <b>185002 - TLRC-Health &amp; Wellness</b> Totals		Invoice Transactions 22	<u>\$2,263.25</u>
Program <b>185003 - TLRC-Basketball</b>											
Account <b>53940 - Temporary Contractual Employee</b>											
7184 - Larry Branam	121025	18-TLRC Basketball Official	Paid by EFT # 70085		12/22/2025	12/22/2025	12/22/2025		12/22/2025	100.00	
8414 - Scott Matthew Burton	121125	18-TLRC Basketball Official	Paid by EFT # 70088		12/22/2025	12/22/2025	12/22/2025		12/22/2025	225.00	
9044 - Emily Buuck	120325	18-TLRC Future Stars Basketball Instructor Pay	Paid by EFT # 70090		12/22/2025	12/22/2025	12/22/2025		12/22/2025	35.00	
17565 - Michael B Hicks (Contractual)	120925	18-TLRC Basketball Official	Paid by EFT # 70116		12/22/2025	12/22/2025	12/22/2025		12/22/2025	100.00	
8862 - Gavin Muhlenkamp	121125	18-TLRC Basketball Official	Paid by EFT # 70148		12/22/2025	12/22/2025	12/22/2025		12/22/2025	50.00	
9537 - Jordan Stamper	120625	18-TLRC Future Stars Basketball Instructor Pay	Paid by EFT # 70173		12/22/2025	12/22/2025	12/22/2025		12/22/2025	70.00	
9167 - David E Stewart	120925	18-TLRC Basketball Official	Paid by EFT # 70176		12/22/2025	12/22/2025	12/22/2025		12/22/2025	100.00	
								Account <b>53940 - Temporary Contractual Employee</b> Totals		Invoice Transactions 7	<u>\$680.00</u>
								Program <b>185003 - TLRC-Basketball</b> Totals		Invoice Transactions 7	<u>\$680.00</u>
Program <b>186500 - Community Events</b>											
Account <b>52420 - Other Supplies</b>											
5819 - Synchrony Bank	6961	18 - Cookies for Skate with Santa event 12/13/25	Paid by Check # 81018		12/22/2025	12/22/2025	12/22/2025		12/22/2025	59.79	
								Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 1	<u>\$59.79</u>
								Program <b>186500 - Community Events</b> Totals		Invoice Transactions 1	<u>\$59.79</u>
								Department <b>18 - Parks &amp; Recreation</b> Totals		Invoice Transactions 32	<u>\$3,912.42</u>
								Fund <b>2211 - Park Nonreverting Operating</b> Totals		Invoice Transactions 32	<u>\$3,912.42</u>





# Board of Park Commissioners Claim Register

Invoice Date Range 12/20/25 - 12/22/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>4655 - 2018 BicentennialBnd Prcd900030</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b>										
Account <b>54510 - Other Capital Outlays</b>										
4965 - Shade Trees Unlimited, INC	10335	18-UF - Tree Planting Stock (1230)	Paid by EFT # 70167		12/22/2025	12/22/2025	12/22/2025		12/22/2025	22,655.00
							Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions	1	<u>\$22,655.00</u>
							Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b> Totals	Invoice Transactions	1	<u>\$22,655.00</u>
							Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions	1	<u>\$22,655.00</u>
							Fund <b>4655 - 2018 BicentennialBnd Prcd900030</b> Totals	Invoice Transactions	1	<u>\$22,655.00</u>
Fund <b>4665 - Parks GO Bonds 2022</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>180000 - Main</b>										
Account <b>54510 - Other Capital Outlays</b>										
399 - American Structurepoint, INC	198614	07-2nd St PBL-CE 08/01/25-11/30/25	Paid by EFT # 70066		12/22/2025	12/22/2025	12/22/2025		12/22/2025	2,018.70
16 - Butler, Fairman & Seufert, INC	110602	07 - North Dunn Multiuse Path, PE 11/01/25-11/30/25	Paid by EFT # 70089		12/22/2025	12/22/2025	12/22/2025		12/22/2025	47,075.06
95 - Smith Design Group, INC	4336177	07 - 2nd St PBL - Utility Staking 100% Complete 09/30/25	Paid by EFT # 70169		12/22/2025	12/22/2025	12/22/2025		12/22/2025	3,750.00
							Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions	3	<u>\$52,843.76</u>
							Program <b>180000 - Main</b> Totals	Invoice Transactions	3	<u>\$52,843.76</u>
							Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions	3	<u>\$52,843.76</u>
							Fund <b>4665 - Parks GO Bonds 2022</b> Totals	Invoice Transactions	3	<u>\$52,843.76</u>
							Grand Totals	Invoice Transactions	49	<u>\$88,072.00</u>

**REGISTER OF CLAIMS**  
**Board of Park Commissioners Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/22/25	Claims				<b>\$88,072.00</b>
					<b>\$88,072.00</b>

**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 \$88,072.00 12/22/2025

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

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

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

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

**REGISTER OF PAYROLL CLAIMS**

**Board: Parks & Recreation**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
12/24/2025	Payroll				193,025.34
					<u>193,025.34</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 \$ 193,025.34

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 \_\_\_\_\_

Expenses December 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of December	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of December	2025 % of Expenses2
<b>General Fund</b>							
Administration	967,553	831,505	831,505	100.00%	1,153,565	1,163,501	100.86%
Health & Wellness	96,485	100,881	100,881	100.00%	108,676	88,181	81.14%
Community Relations	526,904	509,068	509,068	100.00%	497,933	548,022	102.24%
Aquatics	515,687	473,268	473,268	100.00%	614,193	517,757	84.30%
Frank Southern Center	476,556	394,405	394,405	100.00%	478,717	439,014	91.71%
Golf Services	1,121,282	1,111,405	1,111,405	100.00%	1,107,482	1,080,512	97.56%
Natural Resources	489,686	384,193	384,193	100.00%	489,115	436,986	89.34%
Youth Programs	87,236	82,921	82,921	100.00%	95,851	105,606	110.18%
TLRC	336,480	314,339	314,339	100.00%	411,396	426,509	103.67%
Community Events	586,536	559,780	559,780	100.00%	557,949	680,285	121.93%
Adult Sports	280,961	293,681	293,681	100.00%	306,073	347,383	113.50%
Youth Sports	341,796	304,798	304,798	100.00%	330,873	259,738	78.50%
BBCC	456,923	339,608	339,608	100.00%	507,621	415,657	81.88%
Inclusive Recreation	105,704	96,920	96,920	100.00%	92,771	105,636	113.87%
Operations	2,300,690	1,820,081	1,820,081	100.00%	2,393,841	2,152,978	89.94%
Switchyard Property	1,104,528	771,034	771,034	100.00%	1,112,005	727,862	65.45%
Hopewell	0	0	0	0.00%	0	61,552	0.00%
Urban Greenspace	1,198,072	933,709	933,709	100.00%	1,154,905	1,020,225	88.34%
Cemeteries	243,032	200,941	200,941	100.00%	242,063	227,946	94.17%
Urban Forestry	697,586	647,680	647,680	100.00%	561,154	462,907	82.49%
<b>General Fund total:</b>	<b>11,933,697</b>	<b>10,170,219</b>	<b>10,170,219</b>	<b>100.00%</b>	<b>12,216,179</b>	<b>11,268,255</b>	<b>92.24%</b>
Expenses December 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of December	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of December	2025 % of Expenses2
<b>Non-Reverting Fund</b>							
Administration	19,400	5,525	5,525	100.00%	32,000	35,209	110.03%
Health & Wellness	5,925	14,462	14,462	100.00%	11,149	9,055	81.22%
Community Relations	5,350	2,045	2,045	100.00%	3,000	0	0.00%
Aquatics	94,712	68,315	68,315	100.00%	131,161	70,547	53.79%
Frank Southern Center	116,963	70,277	70,277	100.00%	121,037	81,455	67.30%
Golf Services	163,535	184,016	184,016	100.00%	242,847	223,170	91.90%
Natural Resources	46,850	51,198	51,198	100.00%	53,350	33,481	62.76%
Youth Programs	171,747	174,109	174,109	100.00%	165,818	159,664	96.29%
*TLRC - day to day	877,333	823,393	823,393	100.00%	641,795	577,496	89.98%
Community Events	149,792	145,809	145,809	100.00%	151,675	156,335	103.07%
Adult Sports	90,505	36,961	36,961	100.00%	75,636	53,903	71.27%
Youth Sports	935	2,601	2,601	100.00%	5,647	20,247	358.54%
BBCC	5,960	2,010	2,010	100.00%	5,375	4,513	83.97%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%
Operations	53,340	35,592	35,592	100.00%	43,340	18,290	42.20%
Switchyard	36,185	29,555	29,555	100.00%	55,471	62,026	111.82%
Hopewell	0	346	346	100.00%	46,100	0	0.00%
Urban Forestry	14,800	61,718	61,718	100.00%	14,900	16,591	111.35%
<b>N-R Fund subtotal:</b>	<b>1,853,333</b>	<b>1,707,932</b>	<b>1,707,931</b>	<b>100.00%</b>	<b>1,800,301</b>	<b>1,521,984</b>	<b>84.54%</b>
TLRC - bond	482,912	482,913	482,913	100.00%	481,987	481,988	100.00%
<b>N-R Fund total:</b>	<b>2,336,245</b>	<b>2,190,844</b>	<b>2,190,844</b>	<b>100.00%</b>	<b>2,282,288</b>	<b>2,003,972</b>	<b>87.81%</b>

Expenses December 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of December	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of December	2025 % of Expenses2
<b>Other Misc Funds</b>							
25-26 MCCSC 21st Com Learn						28,337	
24-25 MCCSC 21st Com Learn		26,650	26,650			23,198	
23-24 MCCSC 21st Com Learn		28,245	28,245			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			6,560	
Griffy Nature Days		6,851	6,851			4,935	
2024 Summer Food Service		10,015	10,015			11,891	
Nature Preserves Invasive							
NRPA Nutrition Hub		2,038	2,038			137	
Yappa Grant						5,058	
Duke Power Line							
Griffy Lake LARE Grant		3,400	3,400			3,357	
<b>Other Misc Funds total:</b>	<b>0</b>	<b>86,193</b>	<b>86,192</b>	<b>100.00%</b>	<b>0</b>	<b>94,992</b>	
<b>TOTAL ALL FUNDS</b>	<b>14,269,942</b>	<b>12,447,256</b>	<b>12,447,256</b>	<b>100.00%</b>	<b>14,498,468</b>	<b>13,367,219</b>	<b>92.20%</b>

**PARKS AND RECREATION REVENUES AND EXPENSES: COMPARISON REPORT**

Revenue December 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of December2	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of December	2025 % of Revenue Collected to date
<b>General Fund</b>							
Taxes/Misc Revenue	8,342,431	8,360,406	8,360,406	100.00%	9,391,470	9,858,314	104.97%
Administration	766,400	774,062	774,062	100.00%	0	150,451	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%
Aquatics	206,000	244,959	244,959	100.00%	206,000	277,422	134.67%
Frank Southern	199,500	220,795	220,795	100.00%	199,500	214,420	107.48%
Golf Services	766,000	1,107,007	1,107,007	100.00%	821,000	1,278,399	155.71%
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	16,307	108.71%
Adult Sports	32,000		0	0.00%	32,000	866	2.71%
Youth Sports	6,000	13,706	13,706	100.00%	6,000	6,575	109.58%
BBCC	19,260	33,027	33,027	100.00%	20,030	33,818	168.84%
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	32,650	100.00%	43,750	18,600	42.51%
Urban Forestry	0		0	0.00%	0	0	0.00%
<b>Subtotal Program Rev</b>	<b>2,053,335</b>	<b>2,442,180</b>	<b>2,442,180</b>	<b>100.00%</b>	<b>1,343,280</b>	<b>1,996,858</b>	<b>148.66%</b>
<b>General Fund Total</b>	<b>10,395,766</b>	<b>10,802,586</b>	<b>10,802,586</b>	<b>100.00%</b>	<b>10,734,750</b>	<b>11,855,171</b>	<b>110.44%</b>

Revenue December 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of December2	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of December	2025 % of Revenue Collected to date
<b>Non-Reverting Fund</b>							
Administration	35,600	28,473	28,473	100.00%	35,600	29,163	81.92%
Health & Wellness	13,400	15,952	15,952	100.00%	15,000	7,561	50.41%
Community Relations	3,000	3,290	3,290	100.00%	3,000	2,100	70.00%
Aquatics	83,800	97,621	97,621	100.00%	85,700	76,145	88.85%
Frank Southern	84,550	90,062	90,062	100.00%	80,750	90,995	112.69%
Golf Services	184,500	296,173	296,173	100.00%	184,500	284,431	154.16%
Natural Resources	71,400	78,623	78,623	100.00%	77,500	67,848	87.55%
Youth Programs	174,500	179,013	179,013	100.00%	170,000	171,519	100.89%
*TLRC -Operational	902,598	893,441	893,441	100.00%	931,104	939,140	100.86%
Community Events	145,000	160,660	160,660	100.00%	153,000	205,312	134.19%
Adult Sports	95,000	73,278	73,278	100.00%	53,660	84,497	157.47%
Youth Sports	45,350	33,889	33,889	100.00%	45,350	51,361	113.26%
BBCC	7,200	11,038	11,038	100.00%	10,500	16,652	158.59%
Operations	82,440	75,020	75,070	100.07%	82,440	73,302	88.92%
Switchyard	60,000	90,286	90,286	100.00%	74,000	87,207	117.85%
Cemeteries	0	0	0	0.00%	0	0	0.00%
Urban Forestry	23,600	18,656	18,656	100.00%	23,600	31,697	134.31%
<b>N-R Fund subtotal:</b>	<b>2,011,938</b>	<b>2,145,475</b>	<b>2,145,525</b>	<b>100.00%</b>	<b>2,025,704</b>	<b>2,218,930</b>	<b>109.54%</b>

Revenue December 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of December2	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of December	2025 % of Revenue Collected to date
<b>Other Misc Funds</b>							
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			3,330			4,545	
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				
<b>Other Misc Funds total:</b>	<b>0</b>	<b>0</b>	<b>116,980</b>		<b>24,900</b>	<b>124,704</b>	
<b>TOTAL ALL FUNDS</b>	<b>12,407,704</b>	<b>12,948,062</b>	<b>13,065,092</b>	<b>100.90%</b>	<b>12,785,354</b>	<b>14,198,805</b>	<b>111.06%</b>

<b>2025 Non-Reverting Cash Balances</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Area</b>	<b>Beginning Balance 1/1/2025</b>	<b>Revenue as of 12/31/2025</b>	<b>Other Misc. Revenue</b>	<b>Expenses as of 12/31/2025</b>	<b>Expenses from RESERVE* (see explanation below)</b>	<b>Total Current Year Over/Under (does not include expenses taken from RESERVE)</b>	<b>Total Accumulated Balance (Amount)</b>
Administration	485,874.37	29,162.51		35,209.21		<b>(6,046.70)</b>	479,827.67
Health & Wellness	20,554.92	7,561.00		9,055.33		<b>(1,494.33)</b>	19,060.59
Community Relations	46,384.27	2,100.00		0.00		<b>2,100.00</b>	48,484.27
Aquatics	419,105.86	76,145.31		70,547.42		<b>5,597.89</b>	424,703.75
Frank Southern Center	213,570.19	90,994.67		81,455.07		<b>9,539.60</b>	223,109.79
Golf Course	549,526.71	284,430.78		223,169.90		<b>61,260.88</b>	610,787.59
Natural Resources	432,146.52	67,847.82		33,480.76		<b>34,367.06</b>	466,513.58
Allison Jukebox	343,545.21	171,518.76		159,664.10		<b>11,854.66</b>	355,399.87
TLRC	<b>(3,700,424.87)</b>	839,277.91		1,059,483.96		<b>(220,206.05)</b>	<b>(3,920,630.92)</b>
TLRC Reserve	1,015,085.85	99,862.55		0.00		<b>99,862.55</b>	1,114,948.40
Community Events	555,736.27	205,312.11		156,335.27		<b>48,976.84</b>	604,713.11
Adult Sports	40,927.16	84,497.25		53,903.36		<b>30,593.89</b>	71,521.05
Youth Sports	25,113.29	51,361.34		20,246.82		<b>31,114.52</b>	56,227.81
Skate Park	22,417.65	0.00		0.00		<b>0.00</b>	22,417.65
Benjamin Banneker Comm Center	68,616.10	16,652.09		4,513.27		<b>12,138.82</b>	80,754.92
Operations	382,696.48	73,301.56		18,290.27		<b>55,011.29</b>	437,707.77
Switchyard Property	397,624.77	87,207.26		62,026.49		<b>25,180.77</b>	422,805.54
Urban Forestry	60,168.12	31,697.28		16,590.68		<b>15,106.60</b>	75,274.72
<b>TOTALS</b>	<b>1,378,668.87</b>	<b>2,218,930.20</b>	<b>0.00</b>	<b>2,003,971.91</b>	<b>0.00</b>	<b>214,958.29</b>	<b>1,593,627.16</b>
							<b>214,958.29</b>
							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
12/01/2025	2937005	6	PSS	5903	Switch Yard Park Pavilion (5903)	Refund Now	grabowsm	540.00	0.00	540.00
12/02/2025	2937272	6	PSS	5750	BBCC Rental (5750)	Refund Now	grabowsm	165.00	0.00	165.00
12/08/2025	2939758	500	PM	GR-18	Junior Season Pass (43036)	Refund Now	SIMSJA	245.00	0.00	245.00
12/08/2025	2939758	500	PSI	20010	Titleist Logo Hat (20010)	Refund Now	SIMSJA	32.24	2.26	34.50
12/08/2025	2939866	6	FR	COURT_TLRC_C	Court 1 on 12/20/2025 at 6:00pm to	Refund Now	grabowsm	60.00	0.00	60.00
12/10/2025	2940687	6	AR	340016_D	Hike and Seek (340016-D)	Refund Now	grabowsm	1.00	0.00	1.00
12/10/2025	2940688	6	AR	340016_D	Hike and Seek (340016-D)	Refund Now	grabowsm	1.00	0.00	1.00
12/11/2025	2941033	5	PSS	5750	BBCC Rental (5750)	Refund Now	michele.wilson	110.00	0.00	110.00
12/19/2025	2944225	6	AR	250301_D	Grade 6-8 Age 10-13 (250301-D)	Refund Now	grabowsm	18.75	0.00	18.75

**Report Summary Totals**

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<b>Total Refund Records:</b>	<b>9</b>
<b>Total Fees Refunded:</b>	<b>1,172.99</b>
<b>Total Tax Refunded:</b>	<b>2.26</b>
<b>Total Amount Refunded:</b>	<b>1,175.25</b>

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# Refund Listing Report

SELECTION CRITERIA

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GENERIC REPORT CRITERIA

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

REPORT SPECIFIC CRITERIA

Refund Type:	Refund Now
Begin Service Item:	
Begin League:	
Begin Locker:	
Begin Trip:	
Begin Activity Section:	
Begin Pass:	
Begin Rental Item Code:	
Begin Inventory Item:	
Begin Ticket:	
Begin Facility:	
Begin Refund Date:	12/01/2025 - Actual Date 12/01/2025
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	12/31/2025 - Actual Date 12/31/2025
End Trip:	<u>ZZZZZZZZ</u>
End Facility:	<u>ZZZZZZ</u>
End League:	<u>ZZZZZZ</u>
End Service Item:	<u>ZZZZZZZZZZ</u>
End Locker:	<u>ZZZZZZ</u>
End Activity Section:	<u>ZZZZZZZZZZ</u>
End Rental Item Code:	<u>ZZZZZZ</u>
Begin Drawer:	1
End Drawer:	500



# City of Bloomington

## Disposal / Surplus / Trade In Form

PAGE NO. 1 of 1  
 DATE: 01/15/2026  
 PHONE: 812-349-3700  
 EMAIL: \_\_\_\_\_

DEPT: Parks and Recreation  
 LOCATION: Showers  
 DEPT. HEAD / DIVISION DIRECTOR: \_\_\_\_\_ Tim Street

Vehicles being sold by Fleed do not need to be on this spreadsheet. Public Works will list them on their Surplus form. We verbally notified them.

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
2.	1	40 feet of chainlink from at RCA				<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	JB Salvage Recycle		
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			

**A7** Agenda item

Admin. Approval: TS  
Date: 1/5/26

**TO: Board of Park Commissioners**  
**FROM: Mary Welz, Natural Resources Manager**  
**DATE: January 7, 2026**  
**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 provide additional hours for deer hunt security coverage.

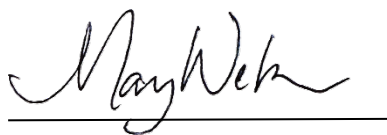
Amount: \$1,620.00

Funding source: 2204-18-184000-53990

**Background**

This addendum provides additional security coverage hours during the annual deer reduction hunt at Griffy Lake Nature Preserve on November 15-16 and November 22-23, 2025.

**RESPECTFULLY SUBMITTED,**



Mary Welz, Natural Resources Manger

**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 \_\_\_\_\_, 2026)

WHEREAS, the City of Bloomington and its Parks and Recreation Department (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 has provided additional shift coverage to ensure security coverage during the deer hunt; and

WHEREAS, the City agreed 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 work requires a fully executed written amendment to this Agreement; and

WHEREAS, the City ratifies the additional services and funding.

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

**Article 3. Compensation:** To amend the Agreement to reflect an additional charge of not to exceed one-thousand six-hundred and twenty dollars (\$1,620), bringing the total not-to-exceed contract amount to three-thousand and three-hundred dollars (\$3,300).

**Article 2. Effective Date, Term and Termination:** To amend the Agreement to reflect that the Agreement expires on January 31, 2026.

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

**A8** Agenda item

Admin. Approval: TS  
Date: 1/5/26

**TO: Board of Park Commissioners**  
**FROM: Daren Eads, Sports Facility Coordinator**  
**DATE: January 15, 2026**  
**SUBJECT: REVIEW AND APPROVAL OF THE 2026 TLRC HVAC PREVENTIVE MAINTENANCE AGREEMENT WITH COMMERCIAL SERVICE OF BLOOMINGTON, INC**

**Recommendation**

Staff recommends the review/approval of the HVAC Preventive Maintenance agreement at the Twin Lakes Recreation Center with Commercial Service Of Bloomington, INC. Total amount of service agreement not to exceed: \$3,918.42. Funding sources to pay for these services will be 2211-18-185000-53610 NR (TLRC).

**Background**

Commercial Service of Bloomington, Inc. has provided excellent preventive maintenance and repairs to the HVAC system at the Twin Lakes Recreation Center for several years. Staff have been very impressed with their responsiveness to service calls, and their dedication to making sure the HVAC system at the TLRC is running the most efficient as possible.

**RESPECTFULLY SUBMITTED,**



**Daren Eads**  
**Sports Facility Coordinator**

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

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

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. 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 Three Thousand Nine Hundred Eighteen Dollars and Forty Two Cents (\$3,918.42). 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	Commercial Service of Bloomington, INC
Attn: Daren Eads, Project Manager	Attn: Greg Humphrey, Treasurer
PO Box 848	4710 W. Vernal Pike
Bloomington, IN 47404	Bloomington, IN 47404
eadsd@bloomington.in.gov	ghumphrey@commercialservice.com

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

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

- 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 Commercial Service of Bloomington, Inc.”**

**CITY OF BLOOMINGTON**

**COMMERCIAL SERVICE OF BLOOMINGTON, INC**

**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:

#### **Cooling PM will include -**

**Performance testing:** gauge check refrigerant level (inspect for leaks); Verification of superheat and sub-cooling; cycle/test operation of air conditioner; measure temperature drop across the evaporator coil; condenser motor (check for wear and lubricate bearings as required; check amperage, compressor contactor, and amp draw across compressor); ensure proper air flow

**Visual Inspection – outdoor condenser coil –** wash debris and dirt from unit (if splitting the coil is required for cleaning, and additional fee will be invoiced separately); indoor evaporator coil (if accessible); blower wheel(s) and assembly (check for wear and lubricate bearings as required); fan blades (check for fractures and wear); safety controls (inspect and test for proper operation

**Electrical System –** confirm electrical connections, controls, capacitors, wiring, contactors, and relays (tighten and/or clean connections; ensure operation of thermostat(s), check voltage drops and amp draws)

**Condensate Removal System –** inspect and clean condensate drain line from evaporator coil to drain

**Miscellaneous –** provide detailed list of recommended repairs and actions; provide suggestions for improved equipment operation, efficiency, and dependability.

#### **Heating PM will include -**

**Performance testing:** ensure proper ignition and inspect/clean flame signal and sensor; cycle/test operation of furnace; ensure proper temperature rise; inspect heat exchanger (check for cracks); ensure proper operation of pressure switch; ensure proper air flow

**Visual Inspection –** burners (inspect/clean and adjust for max efficiency); gas valves and pipes; inspect for gas leaks; blower wheel(s) and assembly (check for wear and lubricate bearings as needed/required); check belt(s), if present, and replace one time per year; inspect flue and draft inducer; safety controls; inspect and test for proper operation; carbon monoxide test for gas furnaces and package units

**Electrical System –** confirm electrical connections, controls, capacitors, wiring, contactors, and relays (tighten and/or clean connections; ensure operation of thermostat(s), check voltage drops and amp draws); amperage check (draft inducer motor, blower motor, and hot surface ignitor); ensure proper capacitor values

**Electric Furnaces –** inspect heating element and verify sequencer operation

**Miscellaneous –** provide detailed list of recommended repairs and actions; provide suggestions for improved equipment operation, efficiency, and dependability.

**Covered equipment:** five (5) package units and two (2) exhausters

## **EXHIBIT "B"**

### **PROJECT SCHEDULE**

**Preventive Maintenance Service provided two times per year**

**Contractor will provide full preventive maintenance in the spring, with the filters being purchased and replaced by department;**

**Contractor will provide full preventive maintenance and belt replacement in the fall, with the filters being purchased and replaced by department;**

**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



**A9** Agenda item

Admin. Approval: TS  
Date: 1/5/26

**TO: Board of Park Commissioners**  
**FROM: Tim Street, Director**  
**DATE: January 15, 2026**  
**SUBJECT: APPROVAL OF ADDENDUM WITH 110% FOR MASTER PLAN SURVEYING**

**Recommendation**

Staff recommends approval of an addendum with 110%, Inc. for additional surveying tools related to our 2026 master planning efforts.

Amount: \$3,350 in additional contract value  
Source: 2204-18-181000-53990

**Background**

This addendum covers additional costs not in the original scope of work related to purchasing survey panels and purchasing third party resident e-mail addresses to ensure we reached a statistically valid sample size for our community survey.

**RESPECTFULLY SUBMITTED,**



**Tim Street, Director**

**ADDENDUM TO AGREEMENT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
110%, INC.  
FOR**

**ADDITIONAL SURVEYING SERVICES FOR 2026-2030 MASTER PLAN**

(Entered in this \_\_\_\_ day of \_\_\_\_\_, 2026)

WHEREAS, in January 2025 the City of Bloomington Department of Parks and Recreation (the “Department”) and 110%, Inc. (“Consultant”) entered into Agreements to conduct comprehensive master plan activities and create the Department’s 2026-2030 master plan; and

WHEREAS, the Department has authorized additional surveying tools not in the original scope to boost participation; and

WHEREAS, the Department has had this work done; and

WHEREAS, the Consultant has provided the additional surveying tools; and

WHEREAS, pursuant to Article 4 of said Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department; and

WHEREAS, the Department ratifies the additional services provided.

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

**Article 1. Scope of Services:** The Contractor agrees to provide additional services to boost survey participation (“Exhibit A”).

**Article 4. Compensation:** To amend the Agreements to reflect an additional charge of not to three thousand three hundred fifty dollars (\$3,350.00) for a new not-to-exceed contract amount of one hundred eighty six thousand four hundred fifty five dollars (\$186,455).

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

**CITY OF BLOOMINGTON**

**110%, INC.**

\_\_\_\_\_  
Tim Street, Director  
Parks and Recreation Department

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kathleen Mills, Park Board President  
Board of Park Commissioners

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

\_\_\_\_\_  
Margie Rice, Corporation Counsel

**Exhibit A**  
**Scope of Work**

- Procure a third-party database of Bloomington resident e-mail addresses (\$1,600)
- Utilize an online survey panel platform to acquire approximately 100 new survey participants that live in Bloomington city limits (\$1,750).

**A10** Agenda item

Admin. Approval: TS  
Date: 1/5/26

**TO: Board of Park Commissioners**  
**FROM: Haskell Smith, Urban Forester**  
**DATE: January 15th 2026**  
**SUBJECT: REVIEW AND APPROVAL OF SERVICE AGREEMENT WITH MOTHER NATURE LANDSCAPING INC FOR ASH TREE HEALTH ASSESSMENT.**

**Recommendation**

Staff recommends approval of agreement with Mother Nature Landscaping INC for Ash Tree Health Assessments. This agreement will assess the health of 530 ash trees around Bloomington.

Not to Exceed: \$6,360.00

Funding Source: 2411-18-G25014-53990

**Background**

Urban Forestry was awarded a grant in November of 2025 from the Indiana Department of Natural Resources Community and Urban Forestry (INDNR CUF) to create a new long term Ash Tree population management plan. The first phase of this process is to assess the overall health of our existing ash trees. This assessment will then be used to determine a long term sustainable treatment, removal and replacement plan. The last time an ash tree related plan was created was 2015 and expired in 2019.

**RESPECTFULLY SUBMITTED,**



**Haskell Smith, Urban Forester**

**AGREEMENT FOR SERVICES**  
**between**  
**The City of Bloomington Parks and Recreation Department**  
**and**  
**Mother Nature Landscaping 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 Mother Nature Landscaping 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 1st day of April, 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 Six Thousand Three Hundred Sixty Dollars and Zero Cents (\$6,360.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Haskell Smith City of Bloomington, 401 N Morton Suite 250 Bloomington IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall

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

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner consistent with the guidelines set forth by the American National Standards Institute, specifically ANSI A300 for tree care practices. The Department shall be the sole judge of the adequacy of Contractor's work in meeting the standards set forth in the ANSI A300; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standards set forth in the ANSI A300.
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 in writing.
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:

<b>TO CITY:</b>	<b>TO CONTRACTOR:</b>
City of Bloomington	Mother Nature Landscaping INC
Attn: Haskell Smith, Urban Forester	Attn: Seth Inman
401 N Morton Suite 250	4848 S Walnut St Pike
Bloomington IN 47404	Bloomington IN 47401
Smithh@bloomington.in.gov	E-mail: <a href="mailto:treenerdseth@gmail.com">treenerdseth@gmail.com</a>

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 Mother Nature Landscaping INC .”**

**CITY OF BLOOMINGTON**

**MOTHER NATURE  
LANDSCAPING INC  
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:

1. The Contractor shall perform the specific action at each site listed below.
2. The Contractor is being asked to provide a cost per tree breakdown as well as a lump sum price for the project.
3. The Contractor will conduct a basic visual assessment of each ash tree, assign a number between 1 and 10 to rate the overall health, and quality of tree.
4. The Contractor will prepare a report outlining which trees should be pursued for long term survival and treatment, and which trees should be removed over time.
5. The Contractor will have to obtain appropriate Right of Way permits from the Engineering Department as needed. The Urban Forester shall assist contractor in securing no parking locations as needed.
6. The Contractor shall follow all ANSI Z133.1 standards for tree worker safety, and other applicable ANSI A300 standards and perform all work with a Certified Arborist, or under the guide of a Certified Arborist.
7. Site inspection details must contain the following information:
  - a) Address
  - b) Treekeeper ID #
  - c) 1-10 health assessment rating
  - d) Date of inspection
  - e) Relevant site comments
8. Overall Report should include the following as well as everything from the specific site assessments:
  - a) Recommendations on immediate tree removal
  - b) Recommendations on long term removal
  - c) Recommendations on EAB treatment

Any other recommendations or notes that may be valuable information for the overall success of the project.

## Site Locations:

Address	Street	Side	On Street	Site ID	DBH	Condition
619	E 1st ST	Front	E 1st ST	25252	19.5	Fair
619	E 1st ST	Side	S Fess AVE	25245	15	Fair
905	E 1st ST	Front	E 1st ST	25192	18.75	Fair
1507	E 1st ST	Side	S Mitchell ST	27055	11	Fair
716	E 2nd ST	Front	E 2nd ST	25569	16	Fair
1412	E 2nd ST	Front	E 2nd ST	27672	5	Good
1834	E 3rd ST	Side	S Rose AVE	25905	27	Good
3802	E 3rd ST	Side	S Smith RD	42796	19	Fair
410	E 4th ST	Front	E 4th ST	27496	19	Good
412	E 4th ST	Front	E 4th ST	27507	21	Good
415	E 4th ST	Front	E 4th ST	26741	24	Poor
415	E 4th ST	Front	E 4th ST	26757	24	Fair
416	E 4th ST	Front	E 4th ST	27514	26	Good
2415	E 4th ST	Front	E 4th ST	28920	14	Fair
2601	E 7th ST	Front	E 7th ST	31172	9	Fair
2601	E 7th ST	Front	E 7th ST	31182	12	Fair
2601	E 7th ST	Front	E 7th ST	31191	12	Fair
411	E 8th ST	Front	E 8th ST	24995	17.5	Fair
413	E 8th ST	Front	E 8th ST	24988	16	Fair
418	E 8th ST	Front	E 8th ST	25036	5	Good
1800	E Arden DR	Side	S Wilton DR	44682	26	Fair
2010	E Arden DR	Front	E Arden DR	44656	3	Good
1022	E Azalea LN	Front	E Azalea LN	36898	11	Fair
4030	E Bennington BLVD	Side	S Brighton CRST	32968	12	Fair
4030	E Bennington BLVD	Side	S Brighton CRST	32973	16	Fair
2400	E Boston RD	Rear	E Moores PIKE	48492	20	Good

3720	E Brighton AVE	Front	E Brighton AVE	45756	24	Poor
3200	E Buick Cadillac BLVD	Front	E Buick Cadillac BLVD	43013	15	Dead
4103	E Cadbury CT	Side	S Brighton CRST	32037	14.75	Fair
4103	E Cadbury CT	Side	S Brighton CRST	32043	10.5	Fair
4104	E Cadbury CT	Side	S Brighton CRST	32922	23.5	Fair
4104	E Cadbury CT	Side	S Brighton CRST	32928	24.5	Fair
3706	E Chaudion CT	Side	S Olcott BLVD	33529	17	Poor
3706	E Chaudion CT	Side	S Olcott BLVD	33535	25	Poor
3706	E Chaudion CT	Side	S Olcott BLVD	33543	18	Fair
1011	E Chris LN	Front	E Chris LN	36954	11	Fair
1014	E Chris LN	Front	E Chris LN	36910	15	Fair
1018	E Chris LN	Front	E Chris LN	36900	12	Fair
1025	E Chris LN	Front	E Chris LN	36978	11	Fair
1041	E Chris LN	Front	E Chris LN	37000	13	Fair
2319	E Covenanter DR	Front	E Covenanter DR	30119	15	Fair
3153	E Covenanter DR	Front	E Covenanter DR	43144	5	Good
3156	E Covenanter DR	Front	E Covenanter DR	43166	20	Fair
3156	E Covenanter DR	Front	E Covenanter DR	43173	7	Fair
3156	E Covenanter DR	Front	E Covenanter DR	43217	7	Fair
3156	E Covenanter DR	Front	E Covenanter DR	43221	6	Fair
3201	E Covenanter DR	Front	E Covenanter DR	43171	8	Fair
4291	E Cricket KNL	Front	E Cricket KNL	34282	20	Poor
4291	E Cricket KNL	Side	S Graywell DR	34287	13.5	Poor
4319	E Cricket KNL	Front	E Cricket KNL	34331	13	Poor
4319	E Cricket KNL	Front	E Cricket KNL	34332	14	Poor
1317	E Davis ST	Front	E Davis ST	28160	33	Fair
3105	E Diana CT	Front	E Diana CT	37230	15.25	Fair
3107	E Diana CT	Front	E Diana CT	37208	27	Fair
3601	E Edward CT	Front	E Edward CT	33904	17	Fair

3601	E Edward CT	Front	E Edward CT	33905	17	Fair
3605	E Edward CT	Front	E Edward CT	33878	14	Good
3605	E Edward CT	Front	E Edward CT	33889	14	Good
3605	E Edward CT	Front	E Edward CT	33901	11	Good
3605	E Edward CT	Front	E Edward CT	33902	13	Good
1037	E Emery CT	Front	E Emery CT	36990	11	Fair
1005	E Erin CT	Front	E Erin CT	35686	10	Fair
1017	E Erin CT	Front	E Erin CT	35685	8	Fair
3313	E Gosport CT	Front	E Gosport CT	35054	7	Poor
3317	E Gosport CT	Front	E Gosport CT	34995	11	Good
709	E Grimes LN	Side	S Stull AVE	31592	30	Fair
3925	E Hagan ST	Front	E Hagan ST	31962	13.75	Fair
3925	E Hagan ST	Front	E Hagan ST	31983	13	Fair
3925	E Hagan ST	Front	E Hagan ST	31996	19	Fair
3925	E Hagan ST	Front	E Hagan ST	32018	18	Fair
3925	E Hagan ST	Front	E Hagan ST	32034	18.5	Fair
3925	E Hagan ST	Front	E Hagan ST	32042	18.5	Fair
3925	E Hagan ST	Front	E Hagan ST	32048	24	Fair
3925	E Hagan ST	Side	S Smith RD	42761	17.5	Fair
3925	E Hagan ST	Side	S Smith RD	42770	18	Fair
3925	E Hagan ST	Side	S Smith RD	42779	11	Fair
3925	E Hagan ST	Side	S Smith RD	42788	15	Fair
651	E Heather DR	Front	E Heather DR	43243	24	Fair
651	E Heather DR	Front	E Heather DR	43256	22	Fair
651	E Heather DR	Front	E Heather DR	43267	19	Fair
651	E Heather DR	Front	E Heather DR	43637	21.5	Fair
678	E Heather DR	Front	E Heather DR	43277	27.25	Fair
678	E Heather DR	Front	E Heather DR	43285	27	Fair

678	E Heather DR	Front	E Heather DR	43297	13	Removed
678	E Heather DR	Front	E Heather DR	43307	12	Removed
678	E Heather DR	Front	E Heather DR	43317	16.25	Fair
678	E Heather DR	Front	E Heather DR	43327	25	Fair
678	E Heather DR	Front	E Heather DR	43334	16	Fair
678	E Heather DR	Front	E Heather DR	43346	17	Poor
678	E Heather DR	Front	E Heather DR	43352	13	Removed
678	E Heather DR	Front	E Heather DR	43366	16.75	Poor
678	E Heather DR	Front	E Heather DR	43375	21.75	Fair
678	E Heather DR	Front	E Heather DR	43388	28.5	Fair
1003	E Hunter AVE	Side	S Faculty AVE	26006	4	Good
3610	E Jordans WAY	Side	S Olcott BLVD	36675	19.5	Fair
510	E Lakewood DR	Side	N Dunn ST	47962	3	Fair
517	E Lakewood DR	Side	N Dunn ST	47913	4	Poor
517	E Lakewood DR	Side	N Dunn ST	47921	5	Good
3436	E Longview AVE	Front	E Longview AVE	36789	6	Good
1228	E Maxwell LN	Side	S Highland AVE	48936	6	Good
1228	E Maxwell LN	Side	S Highland AVE	48945	6	Good
4500	E Morningside DR	Front	E Morningside DR	50100	24	Poor
3313	E Mulberry CT	Front	E Mulberry CT	36692	21.75	Fair
3300	E Mulberry DR	Front	E Mulberry DR	37174	22	Fair
3312	E Mulberry DR	Front	E Mulberry DR	37310	21	Fair
3315	E Mulberry DR	Front	E Mulberry DR	37188	22	Poor
3315	E Mulberry DR	Side	S Mulberry LN	36714	20.75	Fair
3316	E Mulberry DR	Front	E Mulberry DR	37299	18.75	Fair
3400	E Mulberry DR	Front	E Mulberry DR	37261	19	Fair



3400	E Mulberry DR	Front	E Mulberry DR	37271	15	Fair
3400	E Mulberry DR	Front	E Mulberry DR	37284	20	Fair
3404	E Mulberry DR	Front	E Mulberry DR	37250	19	Fair
3300	E Olcott BLVD	Front	E Olcott BLVD	36713	19.25	Fair
3301	E Olcott BLVD	Front	E Olcott BLVD	36710	19.75	Fair
3303	E Olcott BLVD	Front	E Olcott BLVD	36696	18	Fair
3304	E Olcott BLVD	Front	E Olcott BLVD	36723	21.5	Fair
3307	E Olcott BLVD	Front	E Olcott BLVD	36684	20	Fair
3307	E Olcott BLVD	Front	E Olcott BLVD	36694	18.5	Fair
3308	E Olcott BLVD	Front	E Olcott BLVD	36600	24.25	Fair
3311	E Olcott BLVD	Front	E Olcott BLVD	36670	10.5	Fair
3312	E Olcott BLVD	Front	E Olcott BLVD	36628	21.5	Fair
3312	E Olcott BLVD	Front	E Olcott BLVD	36645	18.5	Fair
3312	E Olcott BLVD	Front	E Olcott BLVD	36660	18.5	Fair
3312	E Olcott BLVD	Side	S Mulberry LN	36630	21	Fair
3319	E Olcott BLVD	Front	E Olcott BLVD	36637	20.25	Fair
3319	E Olcott BLVD	Front	E Olcott BLVD	36648	18.75	Fair
3400	E Olcott BLVD	Front	E Olcott BLVD	36683	24	Fair
3403	E Olcott BLVD	Front	E Olcott BLVD	36624	24	Fair
3403	E Olcott BLVD	Front	E Olcott BLVD	36635	25	Fair
3404	E Olcott BLVD	Front	E Olcott BLVD	36691	27	Fair
3407	E Olcott BLVD	Front	E Olcott BLVD	36615	19	Fair
3408	E Olcott BLVD	Front	E Olcott BLVD	36699	20	Fair
2721	E Pine LN	Front	E Pine LN	32310	13	Fair
2721	E Pine LN	Front	E Pine LN	50588	5	Dead
3704	E Reed CT	Front	E Reed CT	33638	14	Poor
1820	E Southdowns DR	Front	E Southdowns DR	44988	3	Good
2017	E Southdowns DR	Front	E Southdowns DR	45103	7	Fair
3700	E St Remy DR	Side	S Olcott BLVD	33694	16	Fair

3700	E St Remy DR	Side	S Olcott BLVD	33696	17	Fair
3801	E St Remy DR	Front	E St Remy DR	33595	24	Fair
110	E Sunny Slopes DR	Side	S Brookside DR	44351	27	Good
3657	E Tamarron DR	Front	E Tamarron DR	35932	14	Fair
3657	E Tamarron DR	Front	E Tamarron DR	35940	14	Fair
3679	E Tamarron DR	Front	E Tamarron DR	35909	16	Fair
3679	E Tamarron DR	Front	E Tamarron DR	35920	14	Fair
3824	E Tamarron DR	Front	E Tamarron DR	35893	16	Fair
3833	E Tamarron DR	Front	E Tamarron DR	36246	17	Fair
3833	E Tamarron DR	Front	E Tamarron DR	36257	10	Fair
3836	E Tamarron DR	Front	E Tamarron DR	36017	9	Fair
3838	E Tamarron DR	Front	E Tamarron DR	36021	8	Poor
3840	E Tamarron DR	Front	E Tamarron DR	36027	17	Fair
3842	E Tamarron DR	Front	E Tamarron DR	35962	20	Poor
3842	E Tamarron DR	Front	E Tamarron DR	36030	18	Poor
3708	E Taylor CT	Side	S Olcott BLVD	33518	27	Fair
3708	E Taylor CT	Side	S Olcott BLVD	33526	18	Fair
3708	E Taylor CT	Side	S Olcott BLVD	33673	17	Fair
1025	E Thornton DR	Front	E Thornton DR	44353	8	Good
1800	E Thornton DR	Rear	S Wilton DR	44620	4	Good
1800	E Thornton DR	Rear	S Wilton DR	44670	6	Fair
1800	E Thornton DR	Rear	S Wilton DR	44679	6	Poor
1800	E Thornton DR	Rear	S Wilton DR	44699	3	Good
1800	E Thornton DR	Rear	S Wilton DR	44709	10	Good
1520	E University ST	Side	S Mitchell ST	27039	4	Good
1604	E University ST	Front	E University ST	27068	3	Good
2000	E Wexley RD	Front	E Wexley RD	37363	11	Fair
2000	E Wexley RD	Front	E Wexley RD	37370	12	Fair
2000	E Wexley RD	Front	E Wexley RD	37377	10	Fair

4318	E Weymouth LN	Front	E Weymouth LN	33756	15	Fair
1719	E Windsor DR	Front	E Windsor DR	44748	18	Fair
3005	E Winston ST	Front	E Winston ST	37283	19	Fair
3216	E Winston ST	Side	S Forrester ST	35076	27	Fair
608	N College AVE	Front	N College AVE	26516	20	Fair
608	N College AVE	Front	N College AVE	26528	20	Fair
614	N College AVE	Front	N College AVE	26504	20	Fair
802	N College AVE	Front	N College AVE	37838	15	Fair
1717	N College AVE	Front	N College AVE	34044	12	Good
1717	N College AVE	Front	N College AVE	34050	14	Good
710	N Fess AVE	Side	E 11th ST	24524	32	Fair
417	N Grant ST	Side	N Lincoln ST	25017	36	Fair
810	N Keystone CT	Side	E Tamarron CT	35996	14	Fair
3202	N Meadow LN	Front	N Meadow LN	28066	9	Good
739	N Oolitic DR	Front	N Oolitic DR	46266	14	Good
739	N Oolitic DR	Front	N Oolitic DR	46591	12	Fair
1010	N Oolitic DR	Front	N Oolitic DR	46635	21	Fair
822	N Orris DR	Front	N Orris DR	39869	21	Fair
610	N Park Ridge RD	Front	N Park Ridge RD	33710	18	Fair
121	N Pete Ellis DR	Side	E Longview AVE	31168	3	Good
3053	N Ramble RD E	Front	N Ramble RD E	40348	15	Fair
3053	N Ramble RD E	Front	N Ramble RD E	40358	11	Poor
221	N Rogers ST	Side	W 7th ST	27266	14	Fair
302	N Rogers ST	Side	W 7th ST	27181	16	Fair
302	N Rogers ST	Side	W 7th ST	27190	14	Fair
4000	N Rosewood DR	Front	N Rosewood DR	25872	12	Fair
4000	N Rosewood DR	Front	N Rosewood DR	25882	8	Fair
4000	N Rosewood DR	Front	N Rosewood DR	25890	12	Fair
4004	N Rosewood DR	Front	N Rosewood DR	25893	15	Fair

4004	N Rosewood DR	Front	N Rosewood DR	25896	15	Fair
4008	N Rosewood DR	Front	N Rosewood DR	25899	14	Good
4008	N Rosewood DR	Side	W Yellowwood CT	25900	14	Fair
601	N Smith RD	Front	N Smith RD	48735	10	Fair
775	N Smith RD	Front	N Smith RD	48808	26	Fair
839	N Smith RD	Front	N Smith RD	48488	21	Dead
418	N Washington ST	Front	N Washington ST	25000	21	Fair
3209	S Autumn LN	Rear	S The Stands DR	41371	21	Fair
3776	S Bainbridge DR	Front	S Bainbridge DR	43651	24	Fair
707	S Ballantine RD	Front	S Ballantine RD	27902	5	Poor
701	S Brighton CRST	Front	S Brighton CRST	31943	16	Fair
701	S Brighton CRST	Front	S Brighton CRST	31953	18	Fair
701	S Brighton CRST	Front	S Brighton CRST	31960	19	Fair
707	S Brighton CRST	Front	S Brighton CRST	31979	18.25	Fair
708	S Brighton CRST	Front	S Brighton CRST	32963	18	Fair
713	S Brighton CRST	Front	S Brighton CRST	31997	21.5	Fair
719	S Brighton CRST	Front	S Brighton CRST	32007	18.5	Fair
801	S Brighton CRST	Front	S Brighton CRST	32035	18	Fair
801	S Brighton CRST	Front	S Brighton CRST	32044	24	Fair
802	S Brighton CRST	Front	S Brighton CRST	32949	18	Fair
802	S Brighton CRST	Front	S Brighton CRST	32956	18.5	Fair
802	S Brighton CRST	Front	S Brighton CRST	32974	16	Fair
807	S Brighton CRST	Front	S Brighton CRST	32049	16	Fair
807	S Brighton CRST	Front	S Brighton CRST	32052	18.75	Fair
808	S Brighton CRST	Front	S Brighton CRST	32971	15.5	Fair
814	S Brighton CRST	Front	S Brighton CRST	32953	15.5	Fair
814	S Brighton CRST	Front	S Brighton CRST	32961	15.5	Fair
814	S Brighton CRST	Front	S Brighton CRST	32966	13.5	Fair
819	S Brighton CRST	Front	S Brighton CRST	31954	18	Fair

820	S Brighton CRST	Front	S Brighton CRST	32946	15.25	Fair
820	S Brighton CRST	Front	S Brighton CRST	32975	15.5	Fair
900	S Brighton CRST	Front	S Brighton CRST	32972	18.75	Fair
901	S Brighton CRST	Front	S Brighton CRST	32020	15.25	Fair
901	S Brighton CRST	Front	S Brighton CRST	32026	19.5	Fair
906	S Brighton CRST	Front	S Brighton CRST	32967	17.5	Fair
912	S Brighton CRST	Front	S Brighton CRST	32954	23	Fair
912	S Brighton CRST	Front	S Brighton CRST	32962	13.5	Fair
200	S Bryan AVE	Side	E 4th ST	27641	17	Good
316	S Buckner ST	Front	S Buckner ST	30339	9	Good
1006	S Carleton CT	Front	S Carleton CT	34926	16	Fair
1017	S Carleton CT	Front	S Carleton CT	34900	14	Poor
1017	S Carleton CT	Front	S Carleton CT	34902	18.5	Poor
1018	S Carleton CT	Side	E Gentry BLVD	34921	17	Fair
1018	S Carleton CT	Side	E Gentry BLVD	34925	14	Fair
217	S Clark ST	Front	S Clark ST	28883	17	Fair
3893	S Claybridge DR	Front	S Claybridge DR	40498	11	Fair
1521	S College AVE	Front	S College AVE	44004	8	Fair
1521	S College AVE	Front	S College AVE	44014	8	Fair
1116	S Cricket KNL	Front	S Cricket KNL	34316	16	Fair
908	S Fenbrook CT	Front	S Fenbrook CT	34789	11	Fair
912	S Fenbrook CT	Front	S Fenbrook CT	34781	12.5	Fair
916	S Fenbrook CT	Front	S Fenbrook CT	34754	11	Fair
916	S Fenbrook CT	Front	S Fenbrook CT	34768	11.25	Fair
920	S Fenbrook CT	Front	S Fenbrook CT	34745	12.75	Fair
924	S Fenbrook CT	Front	S Fenbrook CT	34735	14.75	Fair
928	S Fenbrook CT	Front	S Fenbrook CT	34719	12.75	Fair
928	S Fenbrook CT	Front	S Fenbrook CT	34730	10.5	Fair
929	S Fenbrook CT	Front	S Fenbrook CT	34797	11	Fair

929	S Fenbrook CT	Front	S Fenbrook CT	34806	8.5	Fair
929	S Fenbrook CT	Front	S Fenbrook CT	34814	10	Fair
929	S Fenbrook CT	Front	S Fenbrook CT	34825	10.25	Fair
929	S Fenbrook CT	Front	S Fenbrook CT	34835	12	Fair
929	S Fenbrook CT	Front	S Fenbrook CT	34845	12	Fair
932	S Fenbrook CT	Front	S Fenbrook CT	34708	9.25	Fair
933	S Fenbrook CT	Front	S Fenbrook CT	34857	14.5	Fair
936	S Fenbrook CT	Front	S Fenbrook CT	34684	13.75	Fair
936	S Fenbrook CT	Front	S Fenbrook CT	34693	11	Fair
937	S Fenbrook CT	Front	S Fenbrook CT	34870	11	Fair
937	S Fenbrook CT	Front	S Fenbrook CT	34882	12	Fair
940	S Fenbrook CT	Front	S Fenbrook CT	34682	11	Fair
940	S Fenbrook CT	Front	S Fenbrook CT	34877	12.5	Fair
941	S Fenbrook CT	Front	S Fenbrook CT	34683	13.25	Fair
944	S Fenbrook CT	Front	S Fenbrook CT	34871	14.5	Fair
945	S Fenbrook CT	Front	S Fenbrook CT	34689	13.25	Fair
2417	S Ford AVE	Front	S Ford AVE	46028	12	Poor
2702	S Forrester ST	Front	S Forrester ST	35064	23	Poor
2702	S Forrester ST	Front	S Forrester ST	35070	25	Fair
2704	S Forrester ST	Front	S Forrester ST	35060	24	Fair
2707	S Forrester ST	Front	S Forrester ST	34998	120	Fair
2801	S Forrester ST	Front	S Forrester ST	34994	21	Fair
2801	S Forrester ST	Front	S Forrester ST	35053	19	Fair
2901	S Forrester ST	Front	S Forrester ST	35029	25	Fair
2901	S Forrester ST	Front	S Forrester ST	35036	23	Fair
2901	S Forrester ST	Front	S Forrester ST	35045	23	Fair
2901	S Forrester ST	Side	E Gosport CT	35026	29	Fair
3005	S Forrester ST	Front	S Forrester ST	35014	27	Fair
3713	S Grasstree CT	Side	E Heather DR	43464	20.25	Fair

3713	S Grasstree CT	Side	E Heather DR	43473	20.5	Fair
3713	S Grasstree CT	Side	E Heather DR	43480	17.5	Fair
3713	S Grasstree CT	Side	E Heather DR	43490	20	Fair
1000	S Graywell DR	Front	S Graywell DR	34254	13.5	Fair
1043	S Graywell DR	Front	S Graywell DR	33953	15	Fair
1049	S Graywell DR	Front	S Graywell DR	33936	13	Fair
1049	S Graywell DR	Front	S Graywell DR	33944	14	Fair
1049	S Graywell DR	Front	S Graywell DR	33948	11.25	Fair
1049	S Graywell DR	Side	E Gentry BLVD	34947	14.25	Fair
1049	S Graywell DR	Side	E Gentry BLVD	34953	15.75	Fair
1049	S Graywell DR	Side	E Gentry BLVD	34955	18.5	Poor
1014	S Greenwood AVE	Front	S Greenwood AVE	45003	6	Good
1002	S Hawthorne DR	Median	E Southdowns DR	28203	7	Fair
820	S High ST	Front	S High ST	45166	21	Dead
1100	S High ST	Front	S High ST	45148	4	Good
1316	S High ST	Side	E Viva DR	29991	11	Fair
915	S Highland AVE	Front	S Highland AVE	48799	17	Dead
940	S Jordan AVE	Side	E Sheridan DR	44902	3	Good
940	S Jordan AVE	Side	E Sheridan DR	44910	3	Good
1000	S Jordan AVE	Side	S Jordan AVE	44889	9	Good
120	S Kingston DR	Front	S Kingston DR	36756	10	Poor
473	S Landmark AVE	Front	S Landmark AVE	42685	8	Fair
490	S Landmark AVE	Front	S Landmark AVE	42292	8	Fair
490	S Landmark AVE	Front	S Landmark AVE	42301	7	Fair
490	S Landmark AVE	Front	S Landmark AVE	42310	8	Fair
490	S Landmark AVE	Front	S Landmark AVE	42319	9	Fair
490	S Landmark AVE	Front	S Landmark AVE	42328	9	Fair
490	S Landmark AVE	Front	S Landmark AVE	42336	8	Fair
490	S Landmark AVE	Front	S Landmark AVE	42345	9	Fair

490	S Landmark AVE	Front	S Landmark AVE	42355	8	Fair
490	S Landmark AVE	Front	S Landmark AVE	42361	9	Fair
490	S Landmark AVE	Front	S Landmark AVE	42373	9	Fair
490	S Landmark AVE	Front	S Landmark AVE	42648	10	Fair
490	S Landmark AVE	Front	S Landmark AVE	42696	8	Fair
3829	S Laurel CT	Side	E Heather DR	43298	26	Fair
3831	S Laurel CT	Side	E Heather DR	43306	25	Fair
534	S Lincoln ST	Front	S Lincoln ST	27863	12	Good
1017	S Lincoln ST	Side	E Davis ST	50987	16	Poor
1309	S Longwood DR	Front	S Longwood DR	29931	10	Dead
353	S Madison ST	Side	W Smith AVE	31360	10	Poor
2526	S Madison ST	Front	S Madison ST	46289	6	Good
524	S Meadowbrook DR	Front	S Meadowbrook DR	45686	10	Good
3104	S Mulberry LN	Front	S Mulberry LN	36644	20.25	Fair
3104	S Mulberry LN	Side	E Mulberry CT	36651	15.75	Fair
3104	S Mulberry LN	Side	E Mulberry CT	36664	16	Fair
3104	S Mulberry LN	Side	E Mulberry CT	36682	15	Fair
3110	S Mulberry LN	Front	S Mulberry LN	36742	25	Fair
3110	S Mulberry LN	Side	E Mulberry CT	36706	19.5	Fair
3110	S Mulberry LN	Side	E Mulberry CT	36717	19.25	Fair
3110	S Mulberry LN	Side	E Mulberry CT	36726	20	Fair
3110	S Mulberry LN	Side	E Mulberry CT	36736	20.25	Fair
3111	S Mulberry LN	Front	S Mulberry LN	36727	23	Fair
3115	S Mulberry LN	Front	S Mulberry LN	36728	20.5	Fair
3115	S Mulberry LN	Side	E Mulberry DR	37219	21	Fair
1300	S Nancy ST	Side	E Mark ST	29986	16	Dead
1321	S Nancy ST	Front	S Nancy ST	30014	19	Dead
2003	S Olcott BLVD	Front	S Olcott BLVD	33556	21	Poor
2003	S Olcott BLVD	Front	S Olcott BLVD	33564	13	Fair



2201	S Olcott BLVD	Front	S Olcott BLVD	33554	17	Fair
2901	S Olcott BLVD	Front	S Olcott BLVD	33698	16	Fair
2901	S Olcott BLVD	Front	S Olcott BLVD	33699	17	Fair
2901	S Olcott BLVD	Front	S Olcott BLVD	33701	25	Poor
2905	S Olcott BLVD	Front	S Olcott BLVD	36033	23.5	Fair
2909	S Olcott BLVD	Front	S Olcott BLVD	36038	25	Fair
2910	S Olcott BLVD	Front	S Olcott BLVD	36567	17	Fair
2910	S Olcott BLVD	Front	S Olcott BLVD	36581	18	Fair
2910	S Olcott BLVD	Front	S Olcott BLVD	36584	19	Fair
2910	S Olcott BLVD	Front	S Olcott BLVD	36589	19.25	Fair
2915	S Olcott BLVD	Front	S Olcott BLVD	36050	23	Fair
2920	S Olcott BLVD	Front	S Olcott BLVD	36594	18	Fair
2920	S Olcott BLVD	Front	S Olcott BLVD	36603	23.25	Fair
2924	S Olcott BLVD	Front	S Olcott BLVD	36614	22	Fair
2924	S Olcott BLVD	Front	S Olcott BLVD	36625	13	Fair
2928	S Olcott BLVD	Front	S Olcott BLVD	36636	21.5	Fair
2928	S Olcott BLVD	Front	S Olcott BLVD	36638	19	Fair
2928	S Olcott BLVD	Front	S Olcott BLVD	36647	19	Fair
2929	S Olcott BLVD	Front	S Olcott BLVD	36094	24	Fair
2929	S Olcott BLVD	Front	S Olcott BLVD	36103	21	Fair
2929	S Olcott BLVD	Front	S Olcott BLVD	36119	20	Poor
3005	S Olcott BLVD	Front	S Olcott BLVD	36139	20	Fair
3005	S Olcott BLVD	Front	S Olcott BLVD	36149	19.75	Fair
3005	S Olcott BLVD	Front	S Olcott BLVD	36160	18	Fair
1102	S Palmer AVE	Front	S Palmer AVE	30551	5	Poor
545	S Patterson DR	Front	S Patterson DR	46907	40	Poor
1300	S Patterson DR	Front	S Patterson DR	42621	13	Fair
1300	S Patterson DR	Front	S Patterson DR	42636	13	Fair
1300	S Patterson DR	Front	S Patterson DR	42641	12	Fair

1300	S Patterson DR	Front	S Patterson DR	42645	13	Fair
1300	S Patterson DR	Front	S Patterson DR	42651	13	Fair
1300	S Patterson DR	Front	S Patterson DR	42654	11	Fair
1300	S Patterson DR	Front	S Patterson DR	42661	12	Fair
1300	S Patterson DR	Front	S Patterson DR	42663	13	Fair
1300	S Patterson DR	Front	S Patterson DR	42670	15	Fair
1300	S Patterson DR	Front	S Patterson DR	42692	14	Fair
3816	S Pepper CHASE	Side	E Heather DR	43504	21	Poor
3816	S Pepper CHASE	Side	E Heather DR	43508	20	Fair
3816	S Pepper CHASE	Side	E Heather DR	43523	18	Fair
3816	S Pepper CHASE	Side	E Heather DR	43528	15.5	Fair
3816	S Pepper CHASE	Side	E Heather DR	43538	16	Poor
3816	S Pepper CHASE	Side	E Heather DR	43550	19.5	Fair
100	S Pete Ellis DR	Side	E Longview AVE	31193	12	Fair
100	S Pete Ellis DR	Side	E Longview AVE	31196	15	Fair
1305	S Pickwick PL	Front	S Pickwick PL	30930	11	Fair
2701	S Pine Meadows DR	Side	W Pinehurst DR	33108	15	Fair
2701	S Pine Meadows DR	Side	W Pinehurst DR	33120	12	Fair
2705	S Pine Meadows DR	Front	S Pine Meadows DR	33137	14	Fair
2708	S Pine Meadows DR	Front	S Pine Meadows DR	33059	11	Poor
2713	S Pine Meadows DR	Front	S Pine Meadows DR	33187	14	Fair
2720	S Pine Meadows DR	Front	S Pine Meadows DR	33040	15	Fair
2729	S Pine Meadows DR	Front	S Pine Meadows DR	33230	15	Fair
2729	S Pine Meadows DR	Front	S Pine Meadows DR	33241	17	Fair
2733	S Pine Meadows DR	Front	S Pine Meadows DR	33251	16	Fair
2742	S Pine Meadows DR	Front	S Pine Meadows DR	33005	14	Fair
2742	S Pine Meadows DR	Front	S Pine Meadows DR	33032	16	Fair
2745	S Pine Meadows DR	Front	S Pine Meadows DR	33261	19	Fair
2753	S Pine Meadows DR	Front	S Pine Meadows DR	32979	13	Fair

2753	S Pine Meadows DR	Front	S Pine Meadows DR	33284	14	Fair
2700	S Pinehurst DR	Front	S Pinehurst DR	33026	17	Fair
2703	S Pinehurst DR	Front	S Pinehurst DR	33082	14	Fair
2703	S Pinehurst DR	Side	S Pine Meadows DR	33075	18	Fair
2704	S Pinehurst DR	Front	S Pinehurst DR	33008	15	Fair
2704	S Pinehurst DR	Front	S Pinehurst DR	33018	15	Fair
2707	S Pinehurst DR	Front	S Pinehurst DR	33094	21	Fair
2707	S Pinehurst DR	Front	S Pinehurst DR	33103	16	Poor
2716	S Pinehurst DR	Front	S Pinehurst DR	33112	12	Fair
2716	S Pinehurst DR	Front	S Pinehurst DR	33122	13	Fair
2720	S Pinehurst DR	Front	S Pinehurst DR	33270	14	Fair
2722	S Pinehurst DR	Front	S Pinehurst DR	33260	17	Fair
2724	S Pinehurst DR	Front	S Pinehurst DR	33250	15	Fair
2728	S Pinehurst DR	Front	S Pinehurst DR	33240	13	Poor
2734	S Pinehurst DR	Front	S Pinehurst DR	33221	16	Fair
2735	S Pinehurst DR	Front	S Pinehurst DR	33180	13	Fair
2738	S Pinehurst DR	Front	S Pinehurst DR	33207	20	Fair
2739	S Pinehurst DR	Front	S Pinehurst DR	33190	14	Fair
521	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45515	11	Poor
620	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45494	30	Dead
621	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45495	23	Poor
810	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45514	10	Good
819	S Pleasant Ridge RD	Front	S Pleasant Ridge RD	45443	7	Fair
431	S Reisner RD	Front	S Reisner RD	37478	16	Dead
1134	S Rogers ST	Side	W Patterson DR	42329	12	Fair
1134	S Rogers ST	Side	W Patterson DR	42338	9	Fair
1134	S Rogers ST	Side	W Patterson DR	42346	10	Fair
1134	S Rogers ST	Side	W Patterson DR	42356	13	Fair
1134	S Rogers ST	Side	W Patterson DR	42364	13	Fair

1134	S Rogers ST	Side	W Patterson DR	42374	14	Fair
1134	S Rogers ST	Side	W Patterson DR	42382	15	Fair
1134	S Rogers ST	Side	W Patterson DR	42558	14	Fair
1134	S Rogers ST	Side	W Patterson DR	42563	12	Fair
1134	S Rogers ST	Side	W Patterson DR	42569	13	Fair
1134	S Rogers ST	Side	W Patterson DR	42577	12	Fair
810	S Rose AVE	Front	S Rose AVE	45196	15	Fair
2607	S Southern Pines CT	Side	S Southern Ridge CT	32978	12	Poor
2607	S Southern Pines CT	Side	S Southern Ridge CT	32993	12	Poor
2619	S Southern Pines CT	Side	S Southern Ridge CT	32996	17	Fair
2619	S Southern Pines CT	Side	S Southern Ridge CT	33006	14	Fair
1222	S Stull AVE	Front	S Stull AVE	44392	37	Fair
2238	S Sweetbriar CIR	Front	S Sweetbriar CIR	35549	9	Fair
2321	S Terra CT	Front	S Terra CT	35568	34	Poor
1420	S Valley Forge RD	Front	S Valley Forge RD	30755	11	Dead
2942	S Walnut ST	Front	S Walnut ST	43725	12	Fair
3247	S Walnut Springs DR	Side	S Walnut Street PIKE	48051	23	Dead
3247	S Walnut Springs DR	Side	S Walnut Street PIKE	48060	17	Dead
351	S Washington ST	Front	S Washington ST	50182	26	Fair
702	S Washington ST	Front	S Washington ST	29001	27	Fair
729	S Washington ST	Side	E Dodds ST	29010	36	Fair
900	S Westhill CT	Side	W Woodhill DR	37717	12	Fair
101	S Williamsburg DR	Side	E Longview AVE	31149	13	Fair
101	S Williamsburg DR	Side	E Longview AVE	31160	15	Poor
101	S Williamsburg DR	Side	E Longview AVE	31176	12	Fair
101	S Williamsburg DR	Side	E Longview AVE	31181	16	Poor
1714	S Wilton DR	Front	S Wilton DR	44741	3	Dead
1419	S Winfield RD	Front	S Winfield RD	30907	15	Fair
819	S Winridge CT	Side	W Woodhill DR	37633	16	Fair

830	S Woodlawn AVE	Side	E Maxwell LN	28753	18	Fair
2306	S Zona CT	Front	S Zona CT	35457	20	Fair
101	W 2nd ST	Side	S Walnut ST	37851	38	Fair
101	W 2nd ST	Side	S College AVE	37921	38	Fair
1723	W 3rd ST	Side	S Landmark AVE	42392	8	Fair
1723	W 3rd ST	Side	S Landmark AVE	42402	9	Fair
1723	W 3rd ST	Side	S Landmark AVE	42432	9	Fair
1723	W 3rd ST	Side	S Landmark AVE	42439	12	Fair
1723	W 3rd ST	Side	S Landmark AVE	42448	10	Fair
1723	W 3rd ST	Side	S Landmark AVE	42458	9	Fair
1723	W 3rd ST	Side	S Landmark AVE	42469	9	Fair
1723	W 3rd ST	Side	S Landmark AVE	42604	10	Fair
3204	W 3rd ST	Side	N Gates DR	47745	7	Fair
3204	W 3rd ST	Side	N Gates DR	47762	10	Poor
3535	W 3rd ST	Side	S Liberty DR	51361	22	Fair
1100	W 4th ST	Front	W 4th ST	46958	13	Good
1100	W 4th ST	Front	W 4th ST	47157	29	Fair
1100	W 4th ST	Front	W 4th ST	47176	29	Fair
601	W 6th ST	Side	N Jackson ST	38410	20	Poor
814	W 6th ST	Front	W 6th ST	38589	17	Fair
818	W 6th ST	Front	W 6th ST	38583	13	Poor
513	W 7th ST	Front	W 7th ST	27272	22	Fair
812	W 9th ST	Front	W 9th ST	47249	3	Good
1412	W 11th ST	Front	W 11th ST	46267	12	Good
1508	W 11th ST	Front	W 11th ST	46252	38	Fair
1301	W 13th ST	Side	N Summit ST	53128	4.5	Fair
305	W 14th ST	Side	N Woodburn AVE	37972	17	Poor
1511	W 15th ST	Front	W 15th ST	44805	15	Fair
1599	W Bloomfield RD	Side	W Allen ST	47721	29	Fair

2290	W Bloomfield RD	Front	W Bloomfield RD	47542	17	Fair
2290	W Bloomfield RD	Front	W Bloomfield RD	47547	17	Fair
2290	W Bloomfield RD	Front	W Bloomfield RD	47671	5	Dead
2290	W Bloomfield RD	Front	W Bloomfield RD	47677	16	Poor
2350	W Bloomfield RD	Front	W Bloomfield RD	47605	31	Poor
2350	W Bloomfield RD	Front	W Bloomfield RD	47625	10	Good
2350	W Bloomfield RD	Front	W Bloomfield RD	47633	10	Fair
2350	W Bloomfield RD	Front	W Bloomfield RD	47641	10	Good
2350	W Bloomfield RD	Front	W Bloomfield RD	47648	15	Good
2350	W Bloomfield RD	Front	W Bloomfield RD	47683	11	Good
2350	W Bloomfield RD	Front	W Bloomfield RD	47684	14	Good
1023	W Countryside LN	Side	S Zona CT	35204	18	Poor
1274	W Countryside LN	Front	W Countryside LN	34223	6	Poor
813	W Graham DR	Front	W Graham DR	46120	31	Poor
111	W Hillside DR	Front	W Hillside DR	44054	10	Fair
111	W Hillside DR	Front	W Hillside DR	44064	7	Good
619	W Howe ST	Front	W Howe ST	31642	25	Fair
619	W Howe ST	Front	W Howe ST	46855	21	Fair
403	W Kirkwood AVE	Side	S Madison ST	29033	19	Dead
520	W Patterson DR	Side	W Davis ST	38879	11	Fair
520	W Patterson DR	Side	W Davis ST	38889	9	Poor
1120	W Pine Meadows DR	Front	W Pine Meadows DR	33106	14	Poor
1132	W Pine Meadows DR	Front	W Pine Meadows DR	33071	12	Fair
1135	W Pine Meadows DR	Front	W Pine Meadows DR	33085	14	Poor
1026	W Pinehurst DR	Front	W Pinehurst DR	33152	16	Fair
2739	W Pinehurst DR	Side	S Pine Meadows DR	32991	17	Fair
615	W Ralston DR	Front	W Ralston DR	46105	5	Dead
1004	W Ralston DR	Side	S Banta AVE	37086	6	Fair
823	W Rosewood DR	Front	W Rosewood DR	26941	16	Good

852	W Rosewood DR	Front	W Rosewood DR	26896	18	Fair
1100	W Rosewood DR	Front	W Rosewood DR	26960	15	Fair
1112	W Rosewood DR	Front	W Rosewood DR	25868	12	Fair
1112	W Rosewood DR	Front	W Rosewood DR	26858	13	Fair
1112	W Rosewood DR	Front	W Rosewood DR	26985	13	Fair
2007	W Ross LN	Rear	W Allen ST	47796	22	Dead
2011	W Ross LN	Rear	W Allen ST	47693	4	Dead
2011	W Ross LN	Rear	W Allen ST	47834	22	Poor
1487	W Woodhill DR	Front	W Woodhill DR	37639	21	Fair
1487	W Woodhill DR	Front	W Woodhill DR	37649	21	Fair
1490	W Woodhill DR	Front	W Woodhill DR	37664	17	Fair
1491	W Woodhill DR	Front	W Woodhill DR	37627	19	Fair
1494	W Woodhill DR	Front	W Woodhill DR	37635	15	Fair
1494	W Woodhill DR	Front	W Woodhill DR	37651	22	Fair
1114	W Yellowwood CT	Front	W Yellowwood CT	25874	15	Fair

## **EXHIBIT “B”**

### **PROJECT SCHEDULE**

All work described in Exhibit “A” is to be completed by April 1<sup>st</sup> 2026 unless agreed upon in writing by both parties.



**EXHIBIT "C"**

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

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

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

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

\_\_\_\_\_  
Signature

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

**B1** Agenda item

Admin. Approval: TS  
Date: 1/9/26

**TO:** Board of Park Commissioners  
**FROM:** Emily Buuck, Community Relations Coordinator  
**DATE:** January 6, 2026  
**SUBJECT:** BRAVO AWARD – Scott Emery

**Recommendation**

Staff recommends Scott Emery for the January Bravo Award.

**Background**

I would like to recognize Scott Emery with the January Bravo Award, in recognition of the extensive time and effort he puts in at Rose Hill and White Oak Cemeteries.

Scott volunteers to help repair and restore old monuments at both of these city-owned cemeteries. He applies for new headstones for veterans who are buried there, who either need new headstones or who have never had one. In this same vein, he helps organize the Wreaths Across America volunteer effort that lays wreaths on veteran graves every year in December. He also teaches others about restoration methods at Monroe County History Center workshops, so others can learn about how to preserve and honor our local history.

Scott has been volunteering so long that his efforts predate myself, Amy, and Jaclyn – the true mark of a dedicated volunteer. We are very grateful for Scott's efforts to help honor those who have come before us!

**RESPECTFULLY SUBMITTED,**



**Emily Buuck, Community Relations Coordinator**

**C2** Agenda item

Admin. Approval: TS  
Date: 1/9/26

**TO: Board of Park Commissioners**  
**FROM: Tim Street, Director**  
**DATE: January 15, 2026**  
**SUBJECT: RESOLUTION 26-01 APPROPRIATING PARKS NON-REVERTING EXPENDITURES FOR THE 2026 FISCAL YEAR**

**Recommendation**

Staff recommends the Board of Park Commissioners appropriate Parks Non-Reverting Operating Fund not otherwise appropriated for the 2026 fiscal year, as set forth in Section 1 of Resolution 26-01.

**Background**

Expenditure amounts for each Non-Reverting Fund are based on a review of 2024 and 2025 actual expenses, as well as a consideration of one-time and/or capital needs as well as the cash balance of the non-reverting fund.

A comparison of the total requested budget amounts (with 2025 performance) is below, and a breakdown of expenses by account is included in the resolution.

	<b>2025 Budgeted</b>	<b>2025 Actual</b>	<b>2026 Budgeted</b>
<b>Revenue</b>	\$2,080,603	\$2,209,330	\$2,142,926
<b>Expenses</b>	\$2,292,884	\$2,003,456	\$2,315,222.21

**RESPECTFULLY SUBMITTED,**



**Tim Street, Director**

Acct	Cost Center	Area	Revenue	Temporary	Full-Time	200	300	400	Total Expense
1000	Admin	ADM	\$27,000.00		\$0.00	\$10,000.00	\$19,000.00	\$0.00	\$29,000.00
1001	Health & Wellness	REC	\$15,000.00	\$2,181.92	\$166.92	\$5,000.00	\$1,850.00	\$0.00	\$9,198.84
1100	Marketing	ADM	\$3,000.00	\$0.00	\$0.00	\$0.00	\$5,350.00	\$0.00	\$5,350.00
2001	Bryan Park Pool	SPORTS	\$34,500.00	\$37,170.38	\$13,511.74	\$3,950.00	\$4,800.00	\$0.00	\$59,432.12
2002	Mills Pool	SPORTS	\$2,700.00	\$0.00	\$10,713.82	\$800.00	\$500.00	\$0.00	\$12,013.82
2003	Aquatics - Health & Safety	SPORTS	\$0.00	\$0.00	\$0.00	\$3,000.00	\$50.00	\$0.00	\$3,050.00
2006	Aquatics - Pools Concessions	SPORTS	\$45,000.00	\$22,444.76	\$1,717.03	\$30,800.00	\$1,550.00	\$0.00	\$56,511.79
2500	Frank Southern	SPORTS	\$85,000.00	\$54,481.14	\$36,529.15	\$10,800.00	\$8,350.00	\$0.00	\$110,160.29
2501	Frank Southern Concessions	SPORTS	\$14,000.00	\$0.00	\$0.00	\$11,500.00	\$900.00	\$0.00	\$12,400.00
3500	Golf Services	SPORTS	\$120,000.00	\$32,185.14	\$2,462.16	\$57,000.00	\$7,700.00	\$0.00	\$99,347.30
3501	Golf Gourse - Pro Shop	SPORTS	\$110,000.00	\$0.00	\$0.00	\$80,000.00	\$500.00	\$0.00	\$80,500.00
4000	Natural Resources	OPS	\$77,500.00	\$0.00	\$0.00	\$3,500.00	\$64,850.00	\$0.00	\$68,350.00
4500	Youth Services - Jukebox	REC	\$73,000.00	\$2,463.76	\$188.47	\$1,000.00	\$67,205.00	\$0.00	\$70,857.23
4501	Youth Services - Kid City Camps	REC	\$103,500.00	\$84,534.02	\$6,466.87	\$5,200.00	\$7,075.00	\$0.00	\$103,275.89
5000	Twin Lakes Rec Center	SPORTS	\$636,000.00	\$136,548.36	\$10,445.95	\$32,004.00	\$297,442.00	\$50,000.00	\$526,440.31
5001	TLRC Debt Service	SPORTS		\$0.00	\$0.00	\$0.00	\$484,912.00	\$0.00	\$484,912.00
5002	Twin Lakes Health & Wellness	SPORTS	\$16,100.00	\$12,651.60	\$967.85	\$5,000.00	\$37,000.00	\$0.00	\$55,619.45
5003	TLRC Basketball	SPORTS	\$95,000.00	\$6,607.90	\$505.50	\$20,587.00	\$19,000.00	\$0.00	\$46,700.40
5006	TLRC Concessions	SPORTS	\$85,200.00	\$18,565.56	\$1,420.26	\$52,000.00	\$3,750.00	\$0.00	\$75,735.82

TLRC Reserve Revenue								
5009 (Project School)	SPORTS	\$99,148.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6500 Community Events	REC	\$60,000.00	\$1,717.82	\$131.41	\$11,075.00	\$24,220.00	\$0.00	\$37,144.23
Community Events -								
6502 Gardens	REC	\$21,000.00	\$4,286.62	\$19,167.33	\$2,100.00	\$1,500.00	\$0.00	\$27,053.95
Community Events -								
6503 Farmer's Market	REC	\$62,000.00	\$19,365.06	\$1,481.42	\$5,800.00	\$12,635.00	\$0.00	\$39,281.48
Community Events -								
6506 Performing Arts Series	REC	\$25,000.00	\$1,796.08	\$137.40	\$200.00	\$22,300.00	\$0.00	\$24,433.48
7001 Adult Sports - Softball	SPORTS	\$90,000.00	\$16,519.88	\$1,263.77	\$7,000.00	\$19,000.00	\$0.00	\$43,783.65
Adult Sports -								
7002 Tennis/Pickleball	SPORTS	\$2,520.00	\$0.00		\$4,000.00	\$675.00	\$0.00	\$4,675.00
Adult Sports -								
7006 Concessions	SPORTS	\$2,500.00	\$7,635.16	\$584.09	\$14,750.00	\$1,868.00	\$0.00	\$24,837.25
7202 Youth Sports - Winslow	SPORTS	\$40,850.00	\$0.00		\$0.00	\$900.00	\$0.00	\$900.00
7208 Youth Sports - Olcott	SPORTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7503 Banneker Classes	REC	\$13,368.00	\$0.00	\$0.00	\$2,900.00	\$2,525.00	\$38,915.00	\$44,340.00
9000 Operations*	OPS	\$82,440.00	\$0.00	\$0.00	\$51,240.00	\$31,000.00	\$0.00	\$82,240.00
9006 Switchyard Park	REC	\$78,000.00	\$35,097.92	\$2,684.99	\$14,000.00	\$10,995.00	\$0.00	\$62,777.91
9400 Hopewell	OPS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9500 Urban Greenspace	OPS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9501 Cemeteries	OPS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9503 Urban Forestry	OPS	\$23,600.00	\$0.00	\$0.00	\$10,900.00	\$4,000.00	\$0.00	\$14,900.00

<b>Total Non-Reverting</b>	
Revenue:	\$2,142,926.00
Expense:	\$2,315,222.21

**RESOLUTION 26-01**

**A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS  
OF THE CITY OF BLOOMINGTON SPECIFICALLY  
APPROPRIATING PARKS NON-REVERTING FUND  
EXPENDITURES NOT OTHERWISE APPROPRIATED**

**BOARD OF PARK COMMISSIONERS  
City of Bloomington, Indiana**

**WHEREAS**, funds will be made available for appropriation in the Parks Non-Reverting Operating Fund as a result of fees, charges, donations and grants monies collected; and,

**WHEREAS**, Indiana Code 36-10-5-2 allowed the creation and 36-10-4-16 authorizes the appropriation and expenditure of such funds; and,

**WHEREAS**, said funds were not appropriated as part of the annual budget of the Bloomington Board of Park Commissioners,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Park Commissioners that:

Section I: For the expenses of said Board the following additional sums of money are hereby appropriated and ordered set apart from the fund herein named and for the purposes herein specified, subject to the laws governing same, for the Fiscal Year January 1 to December 31, 2026:

Administration	\$29,000.00
Health & Wellness	\$9,198.84
Marketing	\$5,350.00
Aquatics	\$131,007.73
Frank Southern Ice Arena	\$122,560.29
Golf Services	\$179,847.30
Natural Resources	\$68,350.00
Youth Services	\$174,133.12
Twin Lakes Recreation Center	\$1,189,407.98
Community Events	\$127,913.14
Adult Sports	\$73,295.90
Youth Sports	\$900.00
Benjamin Banneker Community Center	\$44,340.00
Operations	\$82,240.00
Switchyard Park	\$62,777.91
Urban Forestry	\$14,900.00
<b>TOTAL</b>	<b>\$2,315,222.21</b>

Section II: This resolution shall be in full force and effect from January 15, 2026 after its passage by the Board of Park Commissioners of the City of Bloomington.

**PASSED AND ADOPTED** at a regular meeting thereof on this 15th day of January, 2026 by the following roll call vote:

**Ayes:**

**Noes:**

**Absent:**

BLOOMINGTON BOARD OF PARK COMMISSIONERS

**Kathleen Mills, President**

**ATTEST:**

**Tim Street  
Administrator**

**C3**

Agenda item

Admin. Approval: 1/12/26  
Date: TS

**TO: Board of Park Commissioners**  
**FROM: Amy Leyenbeck, Operations Coordinator**  
**DATE: January 15, 2026**  
**SUBJECT: Seminary Portalet Rental and Service 2026**

**Recommendation**

Staff recommends approving the contract with A&A QuickPump for rental and service of the Seminary Park portalet, not to exceed \$39,960. \$24,960 is available from Parks funds (2204-18-189000-53990) and \$15,000 is available from ESD Business, Safety, Security, and Cleanliness funds.

**Background**

This contract will continue the current service from A&A Quickpump for cleaning and emptying of the Seminary Park portalet through 2026. This portalet receives heavy use and abuse, but continues to serve an important function in keeping human waste from being present throughout the park and beyond. As demand allows, we will also reduce the number of days the portalet is cleaned through this contractor to save money throughout the year.

Specific funds to complete this work this year were added to the 2026 Parks general fund budget approved by City Council. We have also heard from several nearby business owners that the portalet has had a positive impact on the amount of human waste they find on their properties, and as such, ESD is also providing support from their Business Safety, Security, and Cleanliness fund because of the positive impact this portalet has on surrounding businesses in the downtown area.

**RESPECTFULLY SUBMITTED,**



**Amy Leyenbeck, Operations Coordinator**



**AGREEMENT FOR SERVICES**  
**between**  
**The City of Bloomington Parks and Recreation Department**  
**and**  
**MB Softwash DBA A&A Quick Pump**

**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 **MB Softwash DBA A&A Quick Pump** (“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 thirty nine thousand, nine hundred and sixty (\$39,960) Dollars. Contractor shall submit an invoice to the City monthly. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator City of Bloomington, PO Box 848, Bloomington, IN 47402, amy.leyenbeck@bloomington.in.gov. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall

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

4. **Retainage.** [This Section Intentionally Left Blank.]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on the City's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.
11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Contractor shall provide a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses

to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

14. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
15. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
16. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
17. **Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
18. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
19. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
20. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

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

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

**23. Non-Collusion.** Contractor certifies that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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

<b>TO CITY:</b>	<b>TO CONTRACTOR:</b>
City of Bloomington	
Attn: Amy Leyenbeck, Operations Coordinator	Attn: Matthew Bell
	E-mail: aaquickpump@gmail.com

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

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

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

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

**26. 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 MB Softwash DBA A&A Quick Pump.”**

**CITY OF BLOOMINGTON  
BY:**

**MB Softwash DBA A&A Quick Pump  
BY:**

\_\_\_\_\_  
Kathleen Mills, Chair                      DATED  
Board of Park Commissioners

\_\_\_\_\_  
Signature                                      DATED

\_\_\_\_\_  
Tim Street, Director                      DATED

\_\_\_\_\_  
Matthew Bell

\_\_\_\_\_  
Margie Rice, Corporation Counsel      DATED

\_\_\_\_\_  
Owner

## **EXHIBIT "A"**

### **SCOPE OF WORK**

The Services shall include the following: Daily rental of a portable toilet at Seminary Park and scheduled visits to clean, restock and service the portable toilet. Whenever service is performed, an email confirmation will be sent to the Operations Coordinator, including before and after pictures.



## **EXHIBIT "B"**

### **PROJECT SCHEDULE**

During the months of January through March the unit will be serviced 5 days a week, Monday through Friday. Starting April 1st the unit will be serviced seven days a week, with the exceptions of the following 6 holidays: New Year's Day, Memorial Day, Independence Day, Labor day, Thanksgiving Day, and Christmas Day.

**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: 1/5/26

**TO: Board of Park Commissioners**  
**FROM: Amy Leyenbeck, Operations Coordinator**  
**DATE: January 15, 2026**  
**SUBJECT: Centerstone Brighten Bloomington - 2026 Partnership Agreement**

### Recommendation

Staff recommends approving the Centerstone Brighten Bloomington 2026 Partnership Agreement, not to exceed \$538,000.

### Funding sources:

Parks and Recreation - \$147,000: 2204-18-189000-53990, 2204-18-189006-53990  
Public Works - \$381,000: 2209-19-190000-53990

### Background

Brighten Bloomington is a mutually beneficial partnership between Centerstone and the City of Bloomington which provides critical labor in Parks Maintenance and Public Works projects and creates meaningful, supported employment opportunities for Centerstone clients who are working toward future regular full time employment.

**RESPECTFULLY SUBMITTED,**



**Amy Leyenbeck, Operations Coordinator**

**CITY OF BLOOMINGTON  
COOPERATION SERVICES AGREEMENT  
WITH CENTERSTONE OF INDIANA, INC.**

This Agreement is made and entered into by and between the City of Bloomington Department of Public Works and the Parks and Recreation Department (“COB”), and Centerstone of Indiana, Inc. (“CS”).

WHEREAS, COB and CS (“the Parties”) desire to cooperate as part of an employment program to support the Brighten Bloomington maintenance and beautification efforts citywide; and

WHEREAS, CS is qualified to perform such services for COB; and

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

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

**I. Purpose of Agreement**

The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for CS clients to work for CS as part of the Brighten Bloomington by combining available resources from each Party to the Agreement.

**II. Duration of Agreement**

This Agreement shall be in effect from January 1, 2026 until December 31, 2026 unless terminated earlier as provided under Section XI.

**III. City of Bloomington Responsibilities**

A. The goal of COB is to provide well maintained and clean public spaces.

B. COB agrees to:

1. Define the schedule and scope of work to be performed for the Parks and Recreation Department and the Public Works Department. See Exhibit A;
2. Provide weekly log to CS for completion;
3. Provide on-site training for the CS Brighten Bloomington team members on maintenance duties and expectations;
4. Provide consumable supplies as needed, including paint, trash bags, ice melt, etc. as well as temporary traffic control signage and devices; and
5. Pay CS invoiced amounts for labor costs of the COB and CS Brighten Bloomington partnership. Payment shall not exceed the rate of \$20.62 for CS Brighten Bloomington team members, which shall not exceed an aggregate amount of Five Hundred and Thirty Eight Thousand Dollars (\$538,000.00) inclusive of Three

Hundred and Eighty One Thousand Dollars (\$381,000.00) for Public Works Department and One Hundred and Fifty Seven Thousand (\$157,000.00) for Parks and Recreation Department.

**IV. CENTERSTONE Responsibilities**

A. The goal of CS is to conduct a supportive employment program for Centerstone Brighten Bloomington.

B. CS agrees to:

1. Provide all employees for the scope of work outlined, including the names and contact information for CS crew supervisors, and communicate with the COB if it is unable to meet the requested needs;
2. Conduct hiring interviews, perform background checks, hire, pay, and assume liability/risk coverage for maintenance crews;
3. Not hire employees for Centerstone Brighten Bloomington who are registered sex offenders, people convicted of violent crimes or people with outstanding warrants in any State;
4. Invoice COB at least quarterly for labor costs depending on the positions filled and hours worked, at the rate of \$20.62 per hour for the calendar year 2026;
5. Provide transportation for each of its crews, as needed;
6. Provide a supervisor to transport and supervise crew on site;
7. Set up proper work zones and have at least one certified Temporary Traffic Control Technician on-site for the duration of the project;
8. Have substitute workers available to fill in or permanently take a spot on the crew;
9. Address behavioral issues that come up at sites;
10. Complete maintenance log weekly per site, including before and after photos;
11. Store and purchase equipment and personal protection equipment (PPE) needed to perform outlined tasks;
12. Ensure crew members are wearing proper attire that is Brighten Bloomington branded; and
13. Consult with COB employees listed in Exhibit A to consult on specific needs, work planning, and work tracking.

14. CS will invoice the COB on an ongoing basis for work that has been completed, pursuant to the hourly rates and not-to-exceed amounts outlined in this Agreement. Invoices for work completed under the services described in the "Public Works Department" section of Exhibit A shall be sent to City of Bloomington Public Works Department, Attn: Cassie Werne, Special Projects and Operations Manager. Invoices for work completed under the services described in the "Parks and Recreation Department" section of Exhibit A shall be sent to City of Bloomington Parks and Recreation Department, Attn: Amy Leyenbeck, Operations Coordinator. Invoices for "Parks and Recreation Department" shall be split between Rotational Park work crew and Stationary Switchyard Park work crew.

**V. Terms Mutually Agreed To By the Parties to this Agreement**

A. The intent of this Agreement is to document a mutually beneficial partnership between CS and COB in an amount not to exceed Five Hundred and Thirty Eight Thousand Dollars (\$538,000.00) inclusive of Three Hundred and Eighty One Thousand Dollars (\$381,000.00) for Public Works Department and One Hundred and Fifty Seven Thousand (\$157,000.00) for Parks and Recreation Department;

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

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

- a) Comprehensive General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate;
- b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident;
- c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and
- d) Umbrella/Excess Liability with a required limit of \$1,000,000.
- e) Cyber Attack and Cyber Extortion: computer attack limit (annual aggregate) of \$1,000,000; sublimit (per occurrence) for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000;
- f) Network Security Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$10,000;
- g) Electronic Media Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$10,000; and
- h) Fraudulent Impersonator Coverage: limit (annual aggregate) of \$250,000; and deductible (per occurrence) of \$5,000.

All insurance policies shall be issued by an insurance company authorized to issue such

insurance in the State of Indiana. The City of Bloomington, the Parks and Recreation Department, the Department of Public Works, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Umbrella/Excess Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. CS shall provide COB with a certificate of insurance prior to the commencement of operations under this Agreement. CS and its insurer shall notify COB within ten (10) days of any insurance cancellation;

D. The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by the Parties;

E. CS is recognized as having the expertise and experience to hire and supervise the Brighten Bloomington work crews safely and effectively. COB shall have the right to review risk management, agreement terms, and service quality issues;

F. Municipal Code Sections 6.12.020 and 14.36.090, respectively, prohibit smoking and vaping inside city facilities and the consumption of alcoholic beverages on City property;

G. Pursuant to Indiana Code Sections 35-47-11.1-2 and -3, the City is prohibited from enforcing a firearms policy in public parks and City facilities as of July 1, 2011. However, per Indiana Code Section 35-47-11.1-4(10), CS may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If CS implements such a policy, it shall provide a copy of the policy to the City, which shall be attached to this Agreement and incorporated herein by reference;

H. The Parties shall evaluate this Agreement and the services provided hereunder during the month of November 2026.

## **VI. Indemnification and Release**

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

## **VII. Independent Contractor Status**

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



**VIII. Notices and Representatives**

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

<b>Centerstone</b>	<b>COB</b>
Vanessa Douglas	Cassie Werne
645 S. Rogers St.	401 N. Morton Street
Bloomington, IN 47403	Bloomington, IN 47404
(812) 337-2211	(812) 349-3410

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

<b>Centerstone</b>	<b>COB</b>
Jodi Wallace	Zach Sowders
645 S. Rogers St.	401 N. Morton Street
Bloomington, IN 47403	Bloomington, IN 47404
(812) 337-2237	(812) 349-3410

**IX. Non-Discrimination**

CS shall comply with Bloomington Municipal Code 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

CS 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 CS believes that a City employee engaged in such conduct towards CS and/or any of its employees, CS or its employees may file a complaint with the City department head in charge of the grant and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**X. Compliance with Laws**

In performing the Services under this Agreement, CS 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, CS shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify COB in a timely manner of the conflict, attempts of resolution, and planned course of action.

**XI. Termination and Modification**

This Agreement may be terminated only upon the mutual written agreement of the Parties. Likewise, the parties may modify any term of this Agreement through mutual written agreement. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the COB are at any time not forthcoming or are insufficient, through failure of any entity, including the COB itself, to appropriate funds or otherwise, then the COB shall have the right to terminate this Agreement without penalty.

**XII. E-Verify**

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

**XIII. Integration and Modification**

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

**XIV. Non-Collusion**

CS is required to certify that it has not, nor has any other member, representative, or agent of CS, 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. The undersigned offeror or agent of CS affirms that they have not, nor has any other member, representative, or agent of CS represented by the undersigned, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**XV. Living Wage Ordinance**

CS is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$16.66 per hour for covered employees, and up to 15% of that amount, or \$2.50, may be in the form the covered employer's contribution to health insurance available to the covered employee.

CS shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

[Signature Page Follows]

Signed and Agreed to this 16<sup>th</sup> day of December, 2025.

**CENTERSTONE OF INDIANA, INC.**

Signed by:

Robb Backmeyer

FE1980ACB989473...

Robb Backmeyer

Suzanne Koesel, CEO Interim CEO

1/7/2026

Date

**CITY OF BLOOMINGTON**

Adam Wason

Adam Wason, Director  
Department of Public Works

12-16-2025

Date

Kyla Cox Deckard

Kyla Cox Deckard, President  
Board of Public Works

12-16-2025

Date

Tim Street  
Tim Street, Director  
Parks and Recreation Department

Date

Kathleen Mills  
Kathleen Mills, President  
Board of Parks Commissioners

Date

Margie Rice  
Margie Rice, Corporation Counsel

Date

**EXHIBIT A  
CENTERSTONE BRIGHTEN BLOOMINGTON  
2026 SCOPE OF WORK**

The City of Bloomington reserves the right to reduce the scope of work and hours below if needed in order to not exceed Public Works' budget of \$381,000 and Parks' budget of \$157,000.

For Switchyard Park Stationary Crew, Centerstone will all provide all employees for the scope of work outlined below except on the following holidays:

- New Year's Day                                      Thursday, January 1, 2026
- Thanksgiving    Thursday, November 26, 2026
- Christmas Day    Friday, December 25, 2026

For the Rotational Park Crew and Public Works' Crews, Centerstone will provide all employees for the scope of work outlined below except on the following holidays:

- New Year's Day                                      Thursday, January 1, 2026
- Martin Luther King Jr. Day                                      Monday, January 19, 2026
- Memorial Day    Monday, May 25, 2026
- Juneteenth    Friday, June 19, 2026
- Independence Day                                      Friday, July 3, 2026
- Labor Day    Monday, September 7, 2026
- Thanksgiving    Thursday, November 26, 2026
- Day After Thanksgiving                                      Friday, November 27, 2026
- Christmas Eve    Thursday, December 24, 2026
- Christmas Day    Friday, December 25, 2026

Any shift over 8 hours includes a 1 hour unpaid lunch.

Parks and Recreation Department

Centerstone shall provide work crews to perform tasks related to cleaning and maintaining park properties. Supervisor of crew(s) will be there to mobilize crews at beginning of shifts, provide daily direction and oversight of crews.

Switchyard Park Stationary Crew shall clean and maintain the Switchyard Park restrooms and pick up litter in the park. This crew will consult on specific needs with the City of Bloomington Parks and Recreation Recreation Facilities General Manager (or designee).

- Jan 1 - May 22  
1 supervisor 9am-6pm      7 days a week                      8 work hours, 1 lunch hour
- May 23 - Sept 28  
1 supervisor 9am-8pm      7 days a week                      10 work hours, 1 lunch hour  
1 employee 9am-3pm      7 days a week                      6 work hours

● Sept 29 - Dec 31

1 supervisor 9am-6pm 7 days a week 8 work hours, 1 lunch hour

Rotational Park Crew shall clean and maintain various park properties including Seminary Park, Hopewell Commons, People’s Park, Butler Park, Building Trades Park, and Waldron Hill and Buskirk Park (as well as other locations when required). This crew will perform regular cleaning and maintenance at these properties and will consult on specific needs with the City of Bloomington Parks and Recreation Custodial Working Foreperson or Operations Superintendent.

● Apr 3 - Nov 2

1 supervisor	8am-2pm	Fr, Sa, Sun, M	6 work hours
1 employee	8am-2pm	Fr, Sa, Sun, M	6 work hours
1 employee	8am-2pm	Fr, Sa, Sun, M	6 work hours
1 employee	8am-2pm	Fr, Sa, Sun, M	6 work hours

Public Works Department

Centerstone shall provide work crews to perform trash pick-up and removal, curb and sidewalk clean up, vegetation and weed removal, sand and gravel removal, curb painting, graffiti removal, snow and ice removal, storm drain clearing, and power washing.

This work shall be performed in the City of Bloomington right of ways, Public Works Department managed properties, or other locations as requested by Public Works Department staff.

All crews will consult on specific needs with the Downtown Specialist (or designee). Supervisor of crew(s) will be there to mobilize crews at beginning of shifts, provide daily direction and oversight of crews.

Downtown Trash and Clean-Up Crew will consist of 1 supervisor and 1 employee. This crew will primarily perform trash pick-up and removal as well as vegetation, weed, sand, and gravel removal in the Downtown. They will also remove attachments from signal poles and switch boxes, scrape up gum, and as needed, power wash alleys and sidewalks, remove graffiti, and assist with special event set up and teardown. This crew will have the following schedule:

● Jan 1 - Dec 31

1 supervisor	7am-4pm	7 days a week	8 work hours, 1 lunch hour
1 employee	7am-4pm	7 days a week	8 work hours, 1 lunch hour

Winter Maintenance Crew will consist of 1 supervisor and 5 employees. This crew will primarily perform curblin clean up, vegetation and weed removal, snow and ice removal, storm drain clearing, and graffiti removal. But, weather permitting, can be asked to perform any of the tasks listed above as part of the program. This crew will have the following schedule:

● Jan 1 - Apr 3; Dec 1 - Dec 31

1 supervisor	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour

Spring-Fall Maintenance Crew will consist of 1 supervisor and 7 employees. This crew will primarily perform curb painting, curblin clean up, vegetation and weed removal, storm drain clearing, graffiti removal, and power washing. But, it can perform any task listed above as part of the program. This crew will have the following schedule:

● Apr 6 - Nov 30

1 supervisor	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour

Additional staffing may be requested for large community events. In these instances, additional employees can be provided by Centerstone, or the schedule of existing crews can be shifted to accommodate these requests.



**EXHIBIT C  
AFFIDAVIT THE LIVING WAGE ORDINANCE**

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

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

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.

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



<b>C5</b>	Agenda item	Admin. Approval: TS Date: 1/5/26
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**TO: Board of Park Commissioners**  
**FROM: Amy Leyenbeck, Operations Coordinator**  
**DATE: January 15, 2026**  
**SUBJECT: Marshall Security Contract Renewal 2026**

**Recommendation**

Staff recommends renewing the contract with Marshall Security for 2026, not to exceed \$382,466.39 from funding source 2402-06-G21005 (the City’s remaining obligated ARPA funds).

**Background**

Marshall Security has provided security service for our core parks and the B-Line trail during 2025. They are responsive to staff needs, their reporting is helpful to give us more presence and awareness of what is happening in our parks throughout the day and in the evening hours. We meet quarterly to share information and discuss concerns. They have been a great partner to the parks department and we look forward to working with them again in 2026.

**MSI Schedule: January-December 2026      Hourly rate: \$28.69, Holiday rate \$43.04**

<b>7 am- 9 pm</b>	<b>1 officer</b>	<b>Visiting All locations</b>
<b>9 pm- 2am</b>	<b>2 officers</b>	<b>Visiting all locations, restroom closures at Bryan, Olcott, Cascades, and Winslow Sports.</b>
<b>5 pm- 4 am</b>	<b>1 officer</b>	<b>Switchyard Park only</b>

**RESPECTFULLY SUBMITTED,**



**Amy Leyenbeck, Operations Coordinator**

**RENEWAL OF CONTRACT AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND MARSHALL SECURITY LLC**

The City of Bloomington Department of Parks and Recreation (“Department”) and Marshall Security LLC (“Contractor”) wish to renew their Agreement entered on or about November 19, 2024, for park security services.

A. Article 28 of the Agreement provides:

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

B. None of the Agreement’s terms and conditions have been modified. The increase in price is due to the City of Bloomington Living Wage ordinance increase.

C. The Agreement expired on December 31, 2025.

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

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

1. The Agreement, included as Attachment A, is hereby renewed pursuant to Article 28 for an amount not-to-exceed \$382,466.39.
2. The Agreement is renewed through December 31, 2026.

The Parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF BLOOMINGTON**

**MARSHALL SECURITY LLC**

\_\_\_\_\_  
Margie Rice, Corporation Counsel

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Tim Street, Director  
Parks and Recreation Department

\_\_\_\_\_  
Jeffrey Nesbitt, Owner

\_\_\_\_\_  
Kathleen Mills, President,  
Board of Park Commissioners

**C6**

Agenda item

Admin. Approval: TS  
Date: 1/5/26

**TO: Board of Park Commissioners**  
**FROM: Kevin Terrell, Program and Facility Coordinator-Banneker Community Center**  
**DATE: January 15th, 2026**  
**SUBJECT: Approval of Contract for Banneker Roof Repair to B&L Sheet Metal and Roofing, INC**

### Recommendation

Staff recommends approval of the contract with B&L Sheet Metal and Roofing INC, to repair water infiltration issues in the Banneker Community Center gymnasium, within the parameters of the grantee for this project, the Indiana Landmarks Black Heritage Preservation Program.

Amount: Not to exceed \$68, 550  
Funding sources: 2211-18-G25003-53990  
2204-18-187500-54510

The BHP grant will cover \$20,000 of this project, with the remaining funds coming from the Banneker Community Center general fund.

### Background

B&L Sheet Metal and Roofing INC submitted a proposal to help solve our extensive and persistent water infiltration issues during the RFP process that was conducted by Parks and Recreation last fall. After the proposals were submitted, examined thoroughly, and graded by the proposal team, B&L was chosen as having the overall best proposal to solve the problems, so therefore we would like to select them to do the roof project at the Banneker Community Center. This is a much needed, long overdue project for the long term condition of the Banneker gymnasium and facility itself, and will be conducted within the guidelines of the Indiana Landmarks Black Heritage Preservation Program, as well as within the spirit of the historic building.

**RESPECTFULLY SUBMITTED,**



**Kevin Terrell, Program and Facility Coordinator-Banneker Community Center**

**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 1st day of May, 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 Sixty Eight Thousand Five Hundred and Fifty (\$68,550) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Kevin Terrell, City of Bloomington, 930 West 7<sup>th</sup> Street, Bloomington Indiana, 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services 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:

<b>TO CITY:</b>	<b>TO CONTRACTOR:</b>
City of Bloomington	B&L Sheet Metal and Roofing INC
Attn: Kevin Terrell, Project Manager	Attn: Adam Holden
	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.

**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. 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.



**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

\_\_\_\_\_  
Margie Rice, Corporation Counsel      DATED

\_\_\_\_\_  
Title

## **EXHIBIT "A"**

### **SCOPE OF WORK**

The Services shall include the following:

- Set up safety protocols
- Remove existing walk-way pads from gymnasium roof
- Complete membrane repairs to walk way pad areas, open areas around solar panels, and mechanical units as required
- Supply and install new EPDM walk way pads (30 pads)
- Install new membrane flashing over all perimeter edge metal on gymnasium (250 LF)
- Install new sealant to penetrations and termination points as required
- Remove existing guttering and downspouts at gymnasium roof level and downspouts from scupper boxes on high roof level
- Complete repairs to (4) scupper boxes (2 low, 2 high roof areas) to ensure they are water tight
- Fabricate and install new 8", 24 gauge, or .032 aluminum commercial guttering and downspouts (160LF; 6 mitered downspouts)
- Auger underground drain pipes at (3) downspout locations to eliminate any blockage to drainage flow
- Fabricate and install downspout extension at northwest corner that doesn't have an underground pipe
- Clean and prep membrane surfaces in all open areas around solar panels and install high solids silicone restorative coating
- Supply all lifts and equipment
- Provide 2 year contractor warranty and manufacturer material warranty

**EXHIBIT "B"**  
**PROJECT SCHEDULE**

**All work to be completed by May 1, 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

**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 1st day of May, 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 Sixty Eight Thousand Five Hundred and Fifty (\$68,550) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Kevin Terrell, City of Bloomington, 930 West 7<sup>th</sup> Street, Bloomington Indiana, 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services 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:

<b>TO CITY:</b>	<b>TO CONTRACTOR:</b>
City of Bloomington	B&L Sheet Metal and Roofing INC
Attn: Kevin Terrell, Project Manager	Attn: Adam Holden
	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.

**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. 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.

**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

\_\_\_\_\_  
Margie Rice, Corporation Counsel      DATED

\_\_\_\_\_  
Title

## **EXHIBIT "A"**

### **SCOPE OF WORK**

The Services shall include the following:

- Set up safety protocols
- Remove existing walk-way pads from gymnasium roof
- Complete membrane repairs to walk way pad areas, open areas around solar panels, and mechanical units as required
- Supply and install new EPDM walk way pads (30 pads)
- Install new membrane flashing over all perimeter edge metal on gymnasium (250 LF)
- Install new sealant to penetrations and termination points as required
- Remove existing guttering and downspouts at gymnasium roof level and downspouts from scupper boxes on high roof level
- Complete repairs to (4) scupper boxes (2 low, 2 high roof areas) to ensure they are water tight
- Fabricate and install new 8", 24 gauge, or .032 aluminum commercial guttering and downspouts (160LF; 6 mitered downspouts)
- Auger underground drain pipes at (3) downspout locations to eliminate any blockage to drainage flow
- Fabricate and install downspout extension at northwest corner that doesn't have an underground pipe
- Clean and prep membrane surfaces in all open areas around solar panels and install high solids silicone restorative coating
- Supply all lifts and equipment
- Provide 2 year contractor warranty and manufacturer material warranty

## **EXHIBIT "B"**

# PROJECT SCHEDULE

**All work to be completed by May 1, 2026**

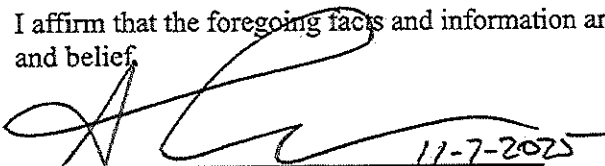
EXHIBIT

AFFIDAVIT REGARDING E-VERIFY

The undersigned hereby affirms and says that:

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

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

  
Signature 11-7-2025  
Date

Adam Holden  
Printed name



EXHIBIT D

AFFIDAVIT THE LIVING WAGE ORDINANCE

The undersigned hereby affirms and says that:

1. The undersigned is the (job title) Service Manager of the Service Provider.
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:

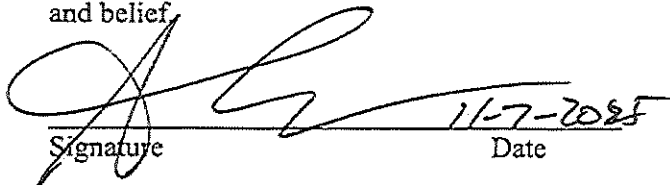
0-2

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

+0/2

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 in 2025 shall be \$16.22 per hour, up to \$2.43 of which may be in the form of the the covered employer's contribution to health insurance available to the covered employee. In January 1, 2026, the City of Bloomington Living Wage shall be \$16.66 per hour. Up to \$2.50 of that hourly rate may be provided in the form of the employer's contribution to health insurance.

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

  
Signature Date

Adam Holden  
Printed name

**C7** Agenda item

Admin. Approval: TS  
Date: 1/9/26

**TO:** Board of Park Commissioners  
**FROM:** Clarence Boone, Facility/Program Coordinator  
**DATE:** January 15, 2026  
**SUBJECT:** REQUEST FOR APPROVAL OF A FOOD TRUCK INCREASE AT THE BCFM

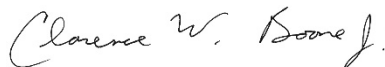
### Recommendation

Staff recommends approval of an increase to the weekly food truck fee structure for the 2026 Bloomington Community Farmers' Market. Vendors that can operate within a single, standard ("normal") market space will continue to pay the existing \$35 weekly fee. Vendors that require more than one market space to operate will be assessed a higher flat fee of \$50 per week. All revenue collected will be deposited into account 201-18-186503-43270. In addition, applications for Food and Beverage vendors will open by January 21 and will be accepted through February 20.

### Background

In response to concerns about ensuring a fair and equitable fee structure for food truck spaces, and following careful consideration and consultation with members of the Farmers' Market Advisory Council and internal staff, this revised fee approach is intended to better align vendor fees with space usage. Along with space utilization, this action also took into account long-standing concerns such as generator noise and ease of truck maneuverability within the market. Again, this proposed structure allows vendors that fit within a standard market space to continue paying the lower rate, while vendors requiring additional space contribute proportionally through the higher flat fee.

**RESPECTFULLY SUBMITTED,**



**Clarence Boone, Program/Facility Coordinator**

**C8** Agenda item

Admin. Approval: TS  
Date: 1/7/26

**TO: Board of Park Commissioners**  
**FROM: Haskell Smith, Urban Forester**  
**DATE: January 15, 2026**  
**SUBJECT: REVIEW AND APPROVAL OF AGREEMENT WITH DAVEY TREE EXPERT COMPANY FOR THE TREE ASSISTANCE PROGRAM REMOVALS AND MITIGATION.**

**Recommendation**

Staff recommends approval of contract with Davey Tree Expert Company for the Tree Assistance Program removals and mitigation pruning.

Not to exceed: 36,910.00

Funding source: 2209-04-040000-53960 (PO 2025-6710) (ESD)

**Background**

The Tree Assistance Program (TAP) helps income-qualified residents afford high-risk tree removal, mitigation, and tree planting to improve safety, tree health, and long-term community benefits like increased canopy and storm resiliency. The program is available to homeowners within city limits who meet income guidelines, agree to replant removed trees, and submit proof of income with applications. Applications were accepted Aug. 1–Oct. 1, 2025 for spring 2026 work. The TAP Review Committee, comprised of representatives from across city departments and the City’s Tree Commission, approved 15 applicants for high risk tree removal, risk reduction pruning or mitigation. The funding for this project was provided by the Economic and Sustainable Development Department.

**RESPECTFULLY SUBMITTED,**



**Haskell Smith, Urban Forester**

**AGREEMENT FOR SERVICES**  
**between**  
**The City of Bloomington Parks and Recreation Department**  
**and**  
**Davey Tree Expert 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 Park Commissioners (“Board”) (collectively the “City”), and Davey Tree Expert 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.
  
- 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 1st day of April, 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 Thirty Six Thousand Nine Hundred Ten Dollars and Zero Cents. (\$36,910.00) 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, Suites 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	Davey Tree Expert Company
Attn: Haskell Smith, Urban Forester	Attn: Tom Beeching
401 N Morton ST suite 250, Bloomington IN, 47402	P.O. Box 267, Greenwood IN, 46412
<a href="mailto:smithh@bloomington.in.gov">smithh@bloomington.in.gov</a>	3220 Profit Dr Fairfield, OH 45014
	E-mail: <a href="mailto:thomas.beeching@davey.com">thomas.beeching@davey.com</a>

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. 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.

**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 Davey Tree CO.”**

**CITY OF BLOOMINGTON  
BY:**

**Davey Expert Tree Co  
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:

1. The Contractor shall perform the specific action at each site listed below.
2. The Contractor shall provide contact information for the crew or crew leader involved throughout this project, and make aware the urban forester of any changes in scheduling or conflicts.
3. The Contractor will contact 811 to have underground utilities marked as needed for all sites.
4. The Contractor will have to obtain appropriate Right of Way permits from the Engineering Department as needed. The Urban Forester shall assist the contractor in securing no parking locations as needed.
5. The Contractor shall follow all ANSI Z133.1 standards for tree worker safety, and other applicable ANSI A300 standards and perform all work with a Certified Arborist, or under the guide of a Certified Arborist.
6. Site Specific scopes of work:  
All stumps are to be cut flush with ground or as close as possible unless otherwise noted. All generated debris to be hauled off and cleaned up unless otherwise noted. Associated maps attached in Appendix A for approximate tree locations within the properties.

**a) 1818 S Maxwell:**

Remove Mulberry

Prune dead branches out of Oak tree

**b) 1735 E Durham:**

Remove broken/hanging/dying branches from Blue Ash tree

**c) 3412 N Valley view:**

Remove Maple, leave 12 feet of trunk

**d) 207 S Meadowbrook:**

Remove Mulberry

Remove Spruce

**e) 1707 E Camby:**

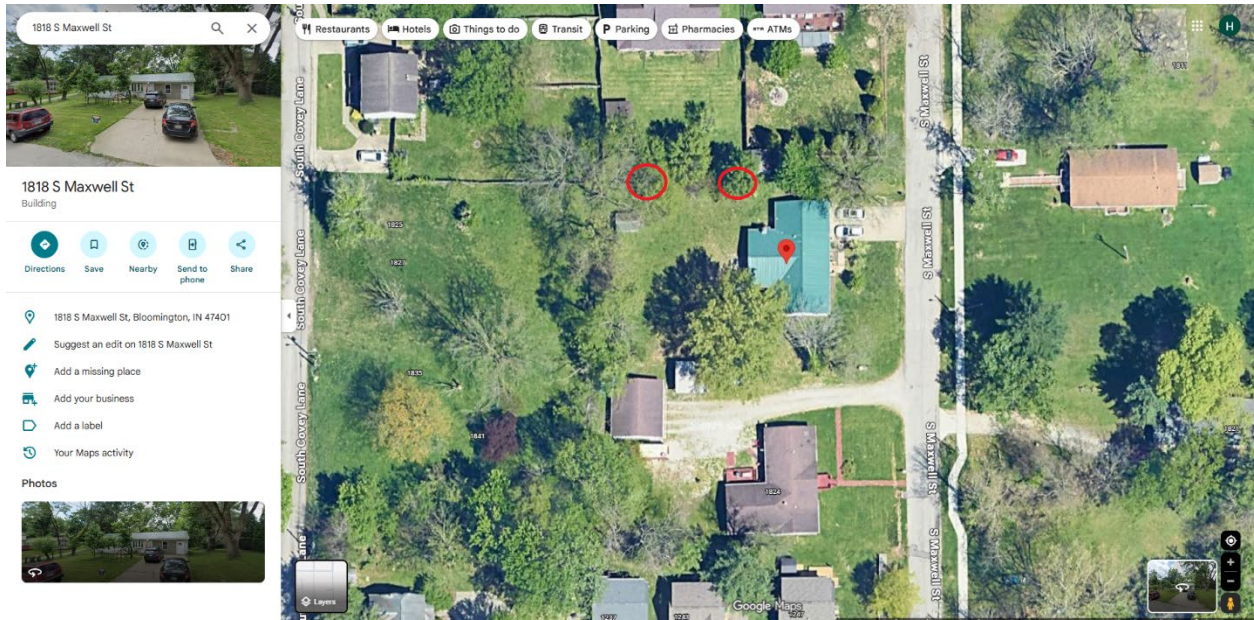
Remove broken/hanging/dying branches from silver maple

Further Risk/weight reduction pruning

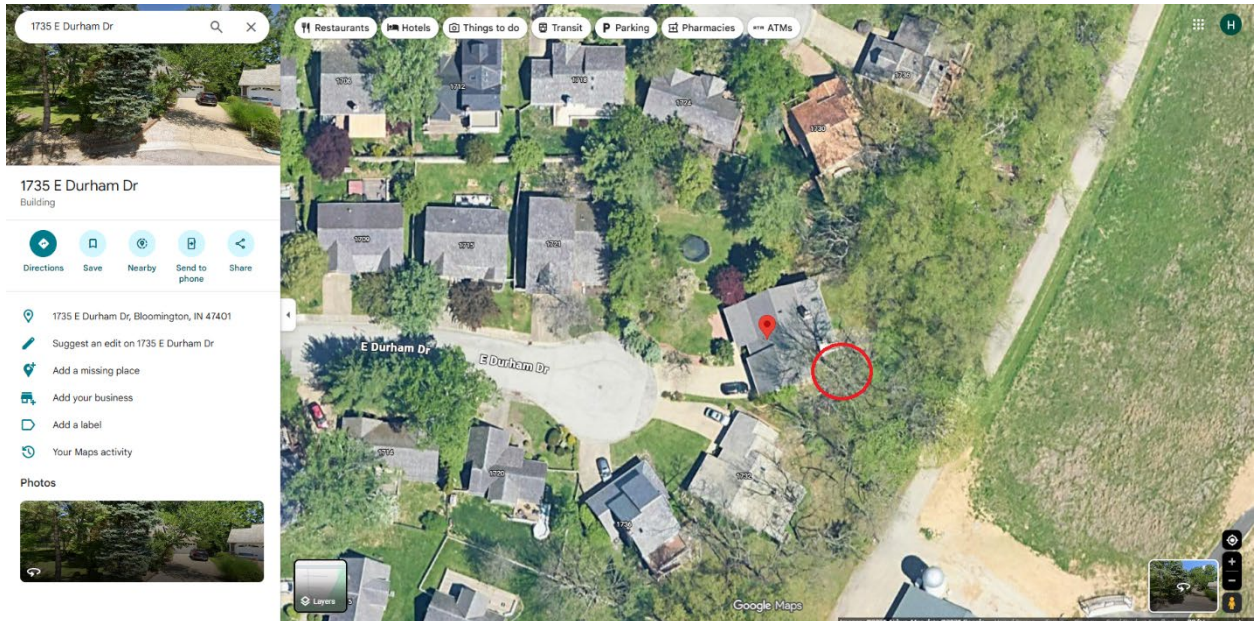
- f) **1312 S Washington:**  
Remove Maple, grind stump
- g) **2527 S Madison St:**  
Remove Silver Maple, leave stump around 3 feet, leave debris
- h) **1215 S Stull:**  
Remove dead honey locust stem to about 15 feet  
Remove broken hanging limb in back yard
- i) **1303 S Lincoln St:**  
Remove Boxelder
- j) **717 W Ralston:**  
Only Remove limbs over house on both Hackberry and Elm
- k) **605 W 4<sup>th</sup>:**  
Remove White Pine  
Stump grind Pine stump
- l) **319 N Roosevelt St:**  
Remove Pine  
Remove Plum  
Prune Elm of dead limbs
- m) **1421 W Habitat St:**  
Risk Reduction/weight removal pruning
- n) **710 W Wylie St:**  
Prune rear section of dead/dying or broken branches  
Prune one walnut in back left to reduce end weight on a large limb extending over the neighbor's structure
- o) **4525 N Kinser:**  
Remove broken limbs from American Sycamore  
Install cable in codominant Sugar Maple

**Approximate tree locations within site locations**

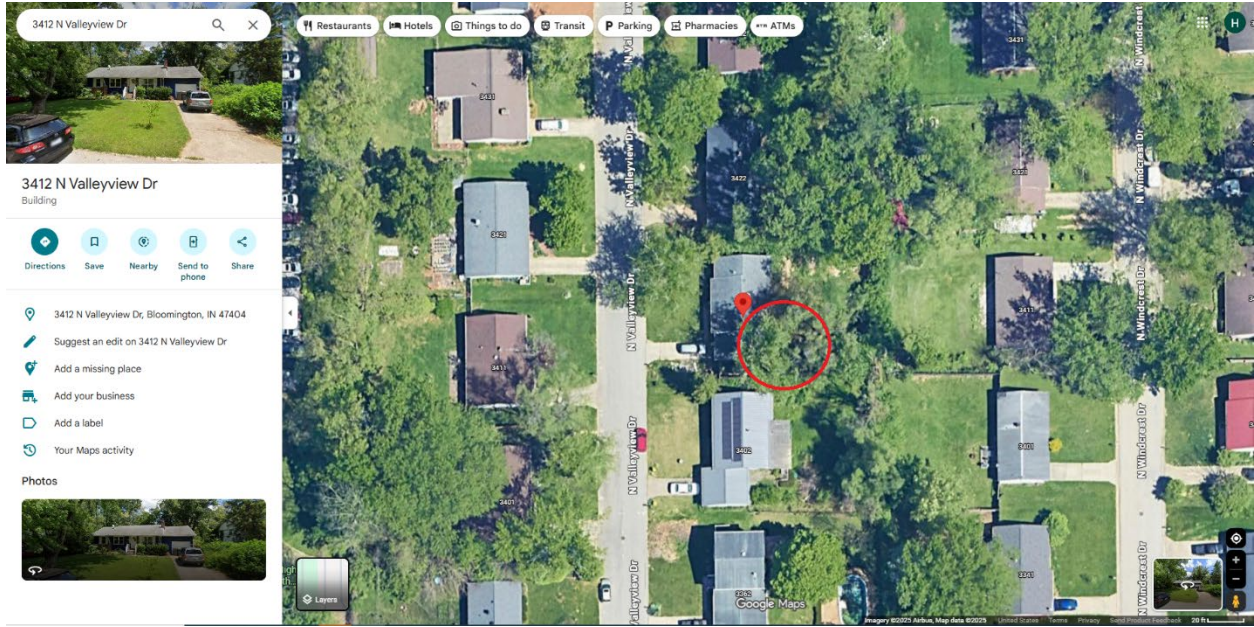
**1818 S Maxwell:**



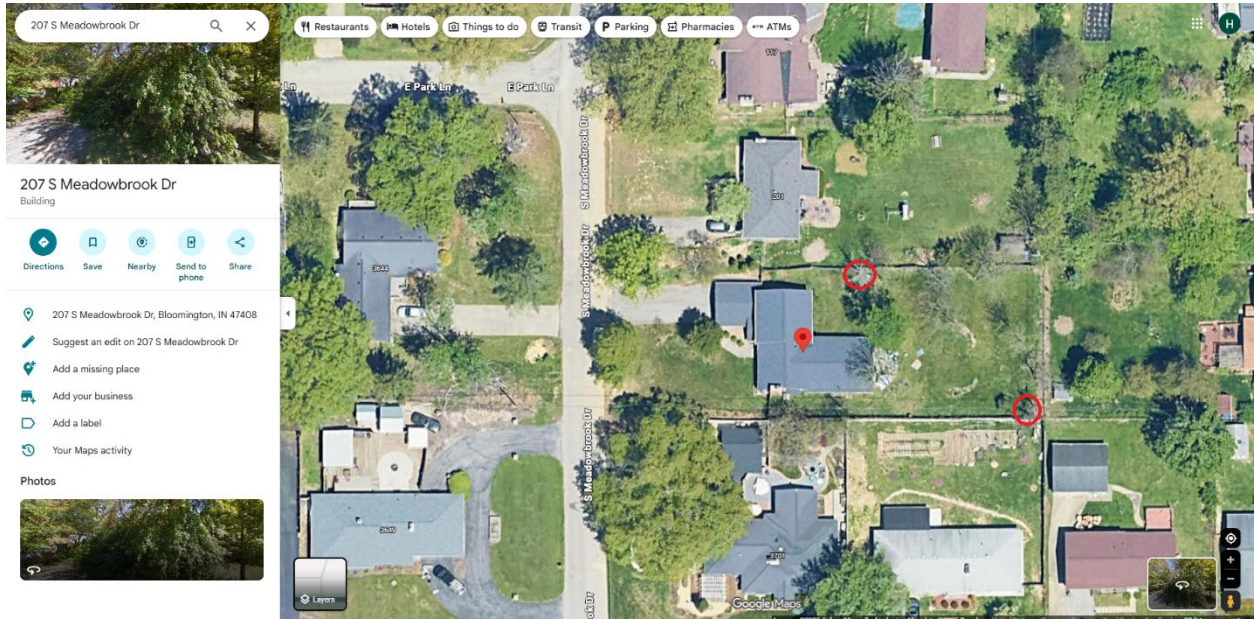
### 1735 E Durham:



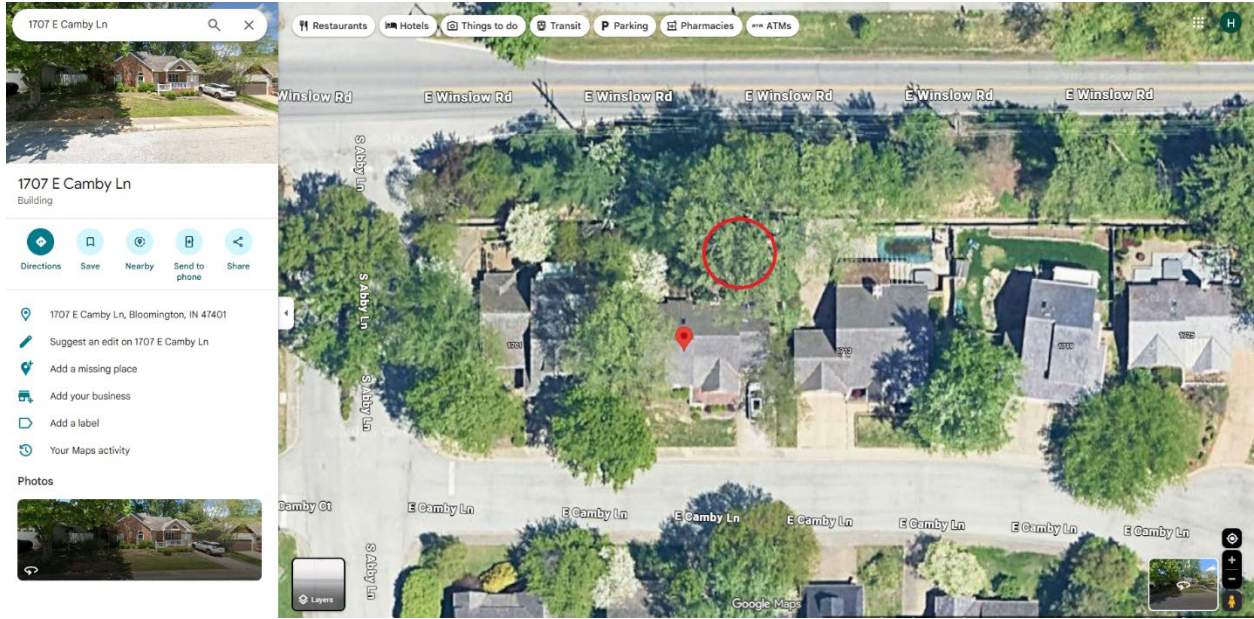
### 3412 N Valleyview:



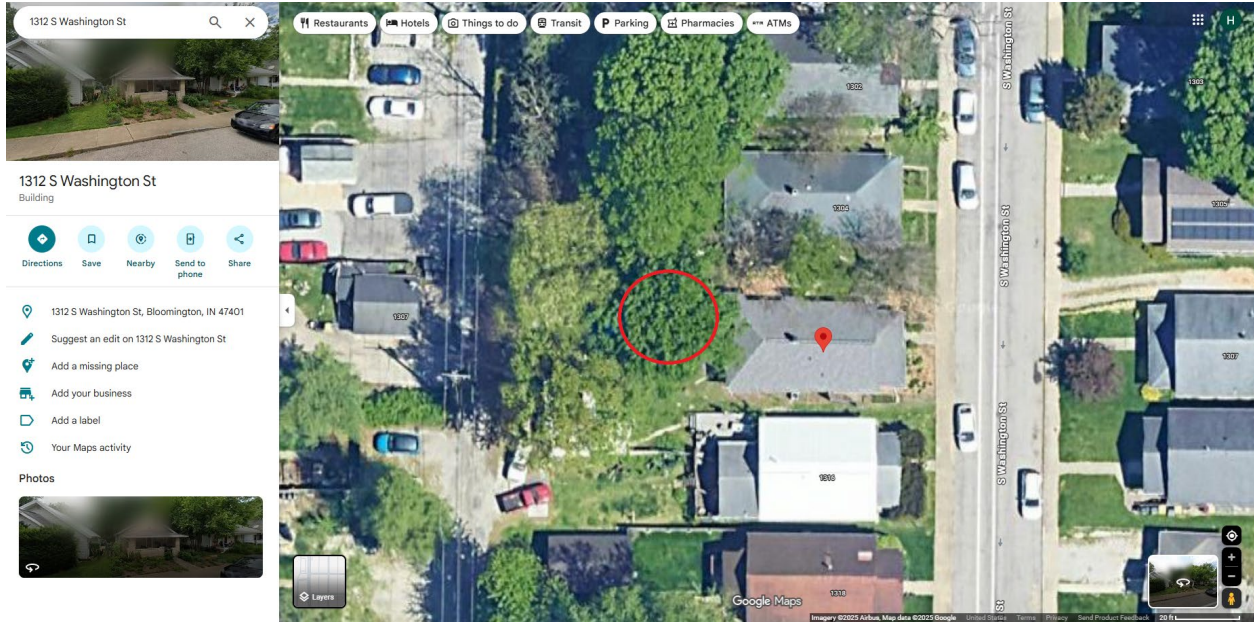
### 207 S Meadowbrook:



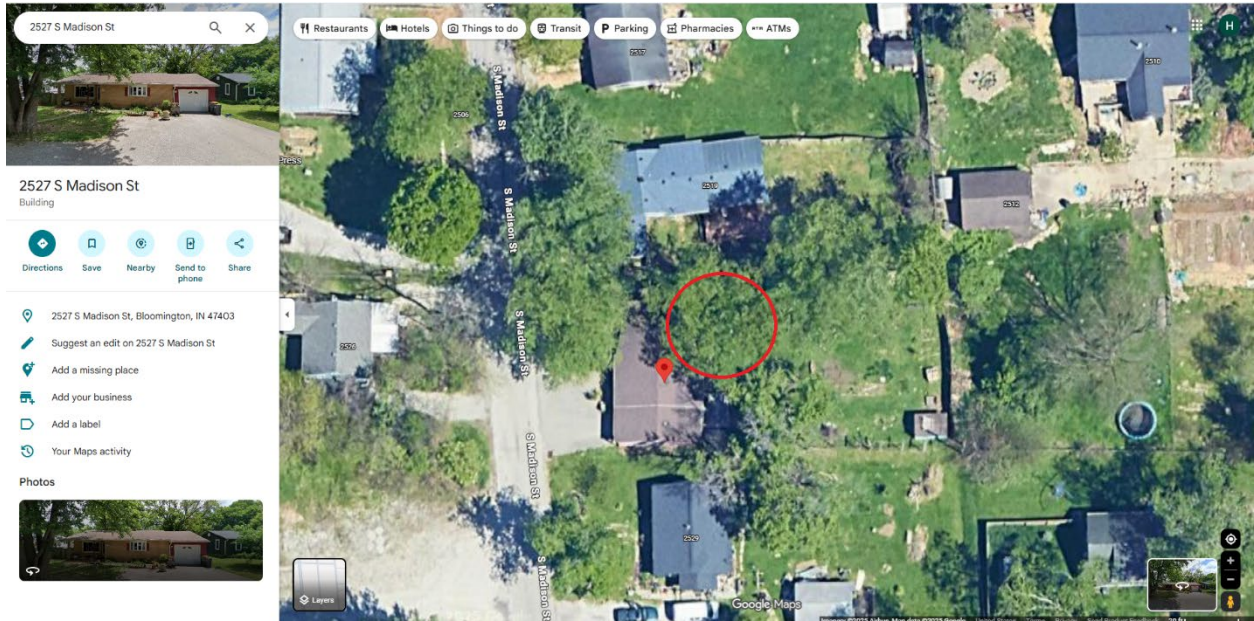
### 1707 E Camby:



### 1312 S Washington:



### 2527 S Madison:

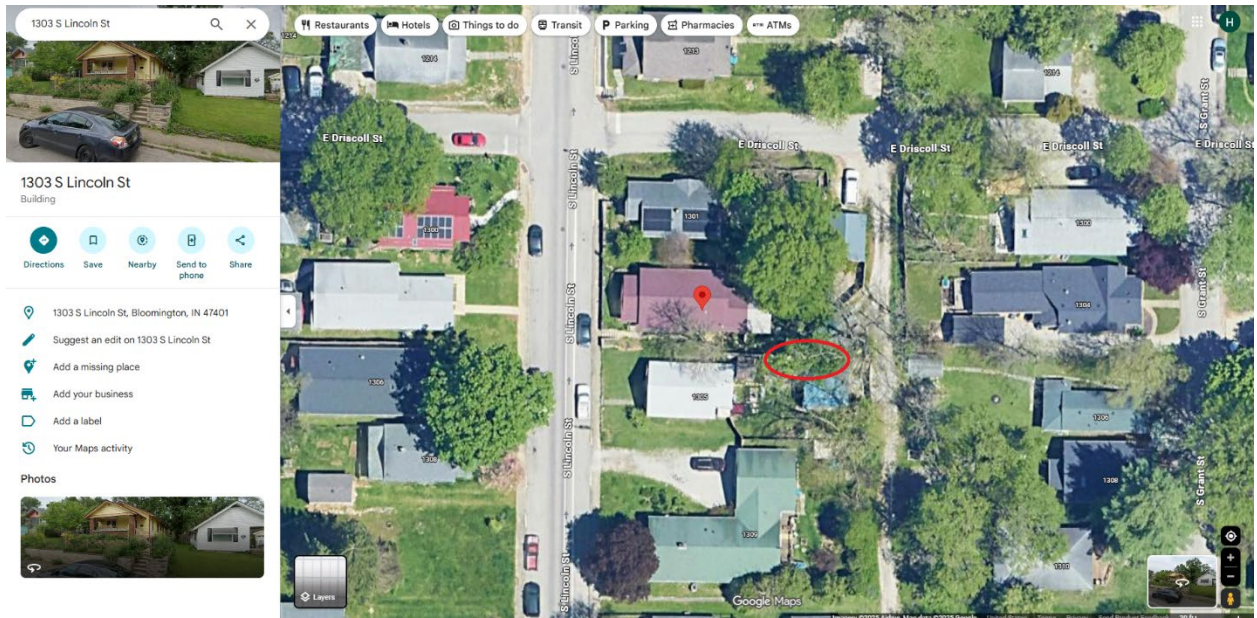


### 1215 S Stull:

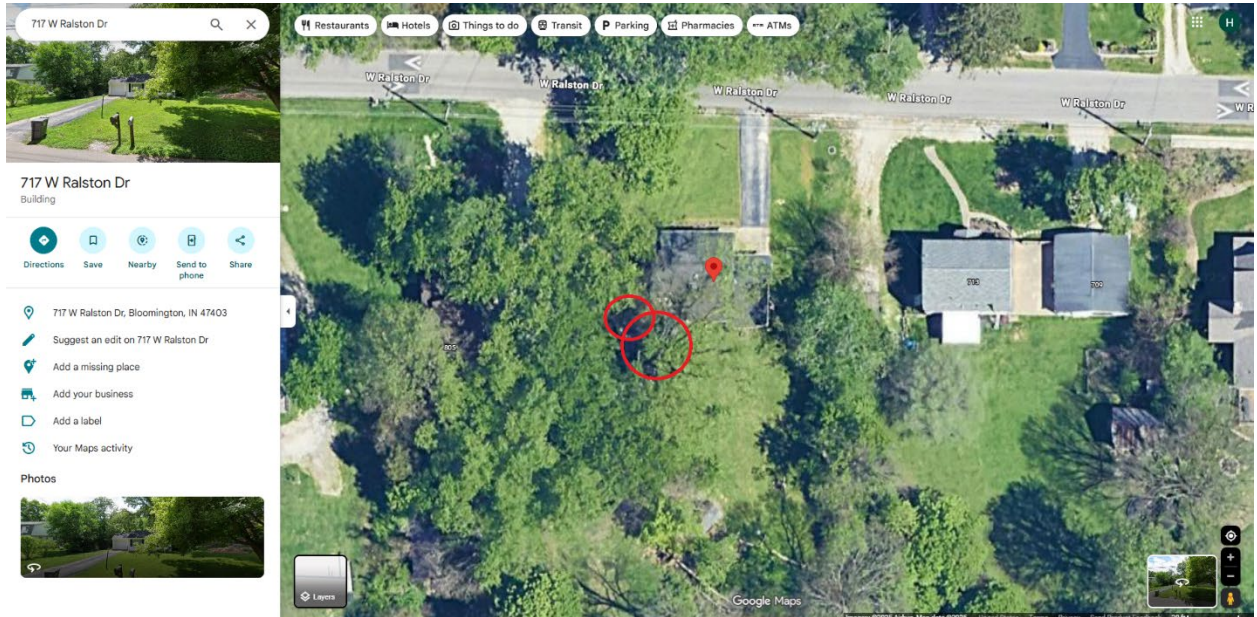


### 1303 S Lincoln:

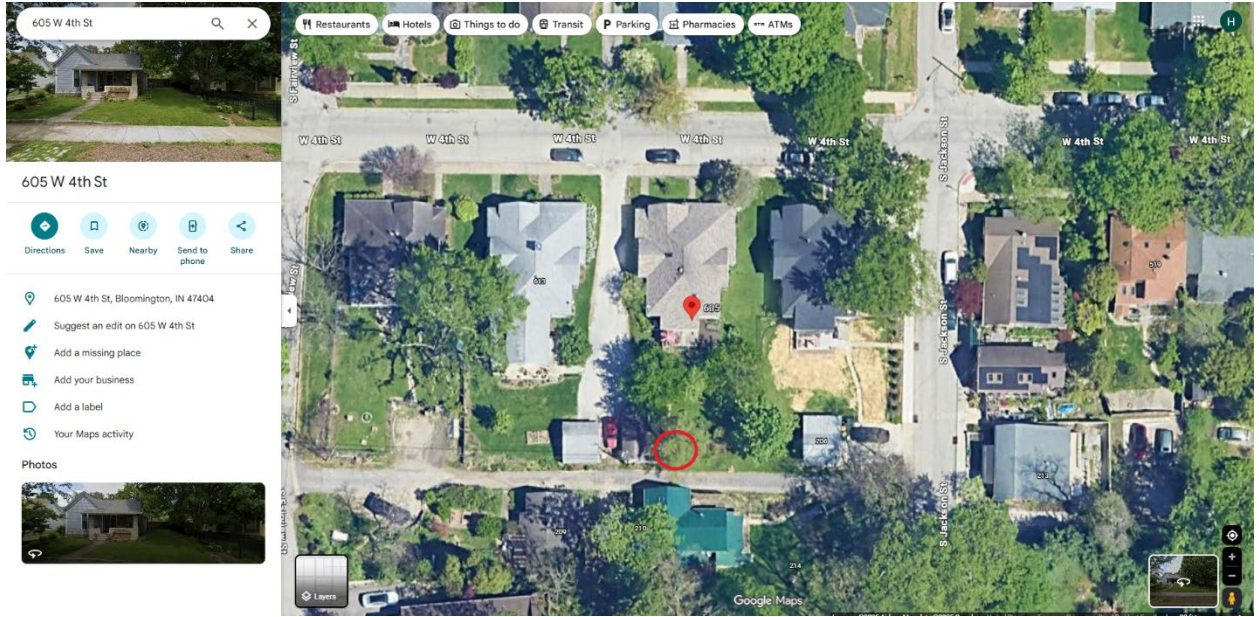




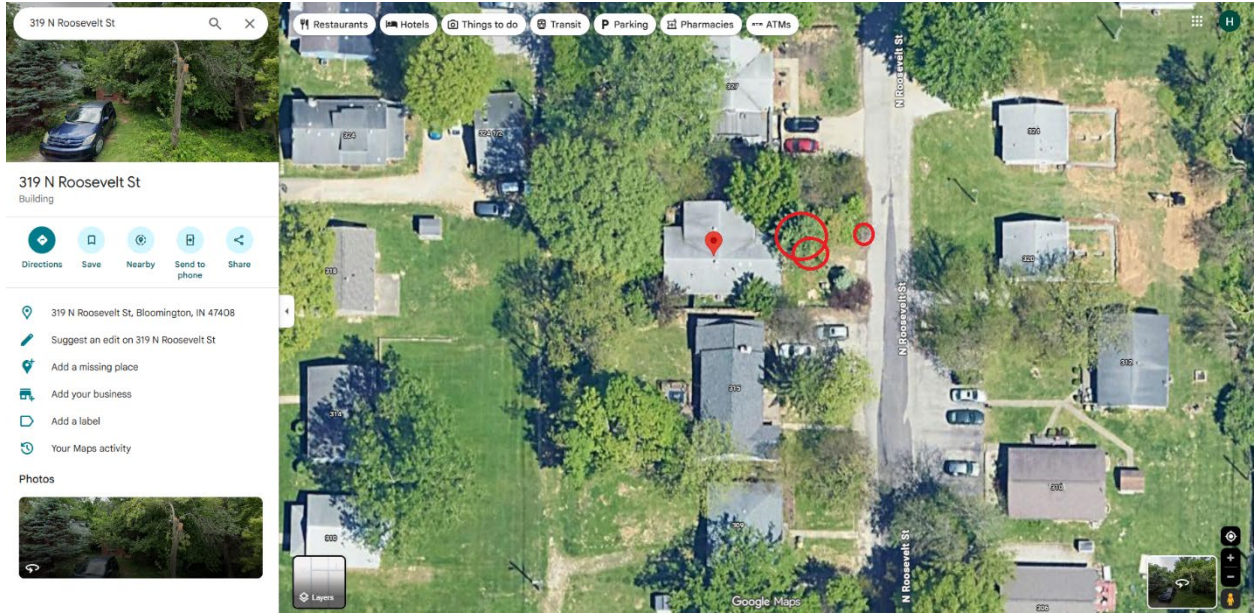
### 717 W Ralston:



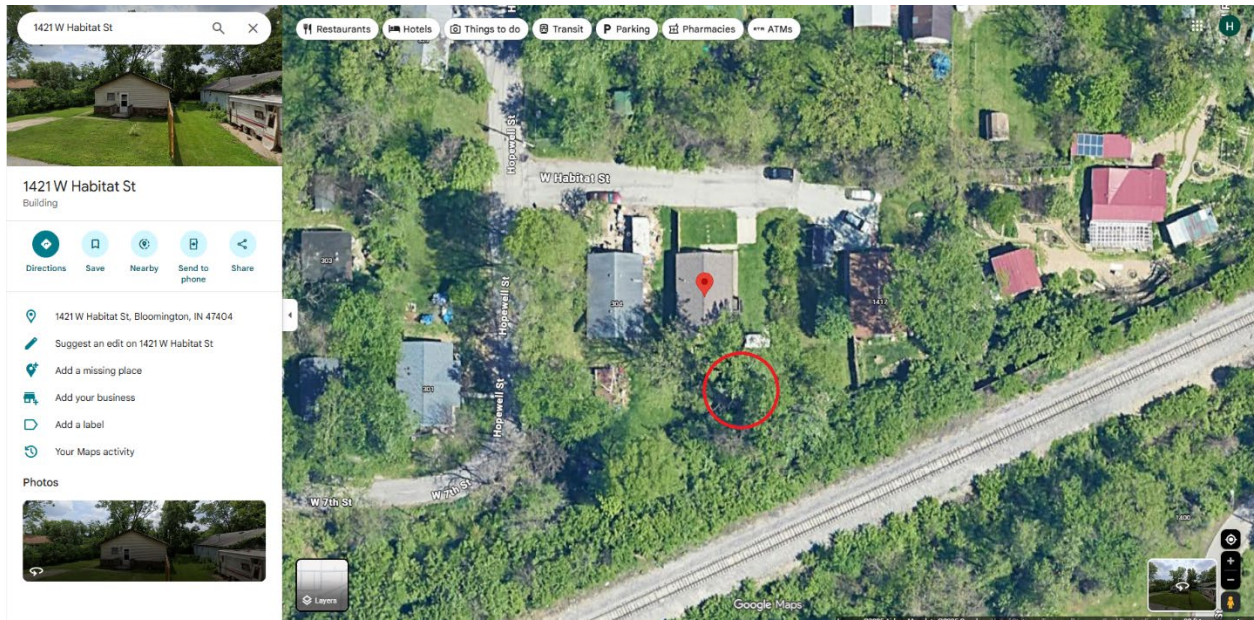
### 605 W 4<sup>th</sup>:



**319 N Roosevelt:**



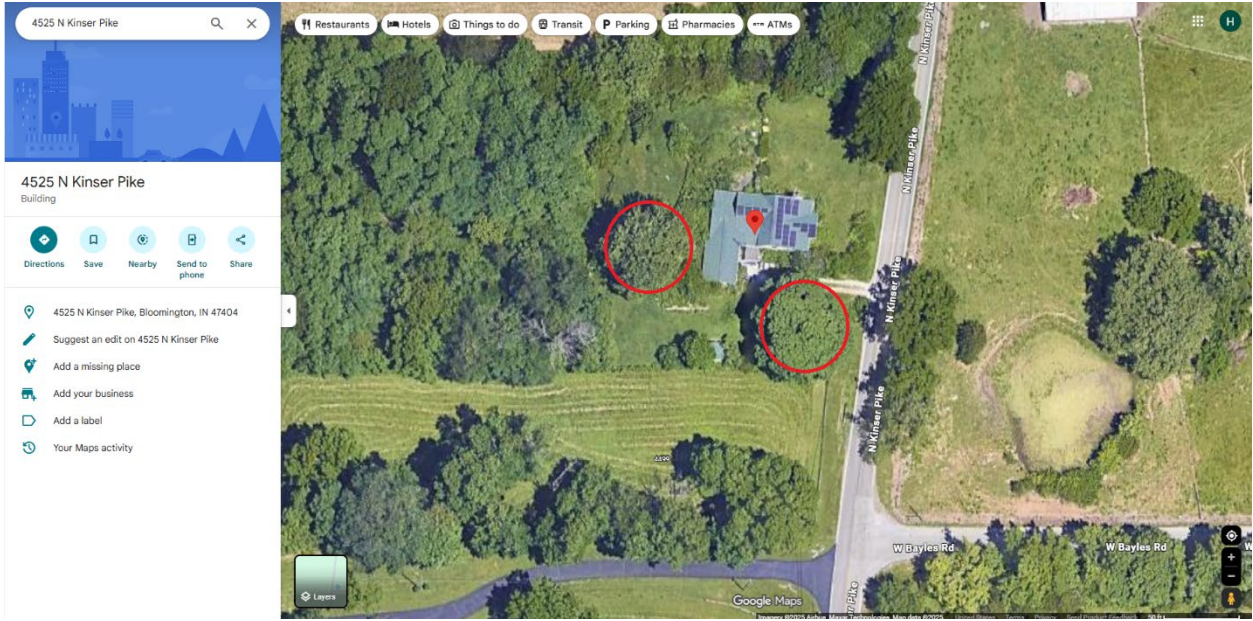
**1421 W Habitat:**



### 710 W Wylie:



### 4525 N Kinser:



**EXHIBIT "B"**

**PROJECT SCHEDULE**

**All work to be completed by April 1<sup>st</sup> 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

**C9** Agenda item

Admin. Approval: TS  
Date: 1/7/26

**TO: Board of Park Commissioners**  
**FROM: Haskell Smith, Urban Forester**  
**DATE: Thursday, January 15, 2026**  
**SUBJECT: REVIEW AND APPROVAL OF AGREEMENT WITH**  
**CANOPYBLOOMINGTON FOR THE TREE ASSISTANCE PROGRAM TREE**  
**PLANTING**

**Recommendation**

Staff recommends approval of agreement with CanopyBloomington for the planting of up to twelve replacement trees as part of the tree assistance program.

Not to Exceed: 4,770.00

Funding Source: PO 2025-6710 and funding line 2209-04-040000-53960

**Background**

Urban Forestry selected CanopyBloomington for tree replacement planting for the tree assistance program because of past success our local tree centric non-profit has shown in working with private homeowners on tree placement, selection, long term tree care, general guidance and public relations and outreach. Funding for this project was provided by the Economic Sustainable Development Department.

For more information on this inaugural round of the Tree Assistance Program, please see the staff report related to the contract for Tree Assistance Program removals in Section C of this meeting packet.

**RESPECTFULLY SUBMITTED,**



**Haskell Smith, Urban Forester**



**AGREEMENT FOR SERVICES**  
**between**  
**The City of Bloomington Parks and Recreation Department**  
**and**  
**CanopyBloomington**

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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:

<b>TO CITY:</b>	<b>TO CONTRACTOR:</b>
City of Bloomington	CanopyBloomington
Attn: Haskell Smith, Urban Forester	Attn: Ava Hartman
401 N Morton ST suite 250, Bloomington IN, 47402	P.O. 5591 Bloomington, IN, 47407
<a href="mailto:smithh@bloomington.in.gov">smithh@bloomington.in.gov</a>	E-mail: <a href="mailto:forester@canopybloomington.org">forester@canopybloomington.org</a>

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 CanopyBloomington.”**

**CITY OF BLOOMINGTON  
BY:**

**CanopyBloomington  
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:

1. The Contractor shall provide all necessary materials and tree stock to plant up to Twelve (12) trees at addresses listed below
2. The Contractor shall assess each site and work with homeowner to find correct placement and species.
3. The Contractor will contact 811 to have underground utilities marked before digging for all sites.
4. The Contractor will have to obtain appropriate Right of Way permits from the Engineering Department. The Urban Forester shall assist contractor in securing no parking locations if needed.
5. The Contractor shall follow all ANSI Z133.1 standards for tree worker safety, and other applicable ANSI A300 standards.
6. Contractor shall follow the tree planting instructions as follows for all trees planted:
  - a. **Inspect the tree** - Contractor shall carefully remove the soil at the top of the container or root ball to locate the trunk flare. Check for girdling roots and damage to the root system and lower trunk. Only trees of acceptable quality are to be used for planting.
  - b. **Dig the hole** - The hole may be a minimum of 1.5 times the diameter of the container or rootball diameter. The center of the planting hole must be excavated to the depth of the bottom of the rootball to the trunk flare. Dig the hole and leave an undisturbed "pedestal" in the center to allow for future soil settling. Any site with underground utilities within 3 feet shall be hand dug, or use of equipment such as a vacuum truck is also acceptable. If utilizing a vertical auger for digging site, the Contractor must backfill the hole and tamp the soil, as necessary, to establish an appropriate planting depth.
  - c. **Rootball preparation** - Loosen and straighten outside and bottom roots prior to placing the rootball in the hole. The rootball may be up to 1 inch above or below ground level. Winding and girdling roots shall be pruned to either the point they are perpendicular to the rootball, or a point where they can be straightened and placed perpendicular to the rootball. Remove burlap and twine from top of rootball, remove any synthetic material. Keep the roots moist during this process.



- d. **Backfill** –After tree placement, backfill the hole with the soil removed from the site, holding the trunk and central leader to ensure a straight upright position. Fill the entire hole level with existing soil grade. Root flare shall be within one inch of existing surrounding soil grade. If any soil is remaining, such as a soil ring around the tree from auguring, this is to be removed. In the event that the soil removed is not enough to fill hole to surrounding grade, contractor shall remediate issue by the addition of loam soil, or high organic content soil to finish grade.
- e. **Staking** - Remove the nursery stake and any associated ties, twine or tags from the tree, if present. Where possible a root anchor product is preferred. Otherwise install four stakes in a diamond or square around tree, at least 2 feet into the native soil outside the rootball. One tie per stake must be placed at the lowest point on the trunk where the tree crown stands upright. Ties must be loose enough so the tree can move in the wind, but taut enough that the tree does not rub the stakes during movement.
- f. **Mulch** - Apply 2-4 inches deep of bark mulch or other organic mulch over the planting hole, remaining at least 4 inches away from the trunk flare.
- g. **Watering** - Contractor shall water at the time of planting. After planting and staking the tree, apply water using a lower pressure application for a time long enough to saturate the rootball and planting area. Install a watering bag, such as a TreeGator to all trees planted.
- h. **Protection** – Contractor shall affix some form of trunk protector to guard against physical damage from string trimmers, mowers, and local fauna.

### Tree Planting Addresses

**1818 S Maxwell Bloomington, IN 47401**  
**3412 N Valleyview Bloomington, IN 47404**  
**207 S Meadowbrook Bloomington, IN 47408**  
**1312 S Washington Bloomington, IN 47401**  
**2527 S Madison Bloomington, IN 47403**  
**1215 s Stull Bloomington, IN 47401**  
**1303 S Lincoln Bloomington, IN 47401**  
**717 W Ralston Bloomington, IN 47403**  
**605 W 4<sup>th</sup> Bloomington, IN 47404**  
**319 N Roosevelt Bloomington, IN 47408**  
**1421 W Habitat Bloomington, IN 47404**

**EXHIBIT "B"**

**PROJECT SCHEDULE**

**All work to be completed by December 31<sup>st</sup> 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

**C10** Agenda item

Admin. Approval: TS  
Date: 1/5/26

**TO: Board of Park Commissioners**  
**FROM: Haskell Smith, Urban Forester**  
**DATE: January 15th 2026**  
**SUBJECT: REVIEW AND APPROVAL OF 2026 SERVICE AGREEMENT WITH J.R. ELLINGTON TREE EXPERT CO.**

**Recommendation**

Staff recommends approval of 2026 service agreement with J.R Ellington Expert CO. for the removal of hazard trees, pruning, or hazard reduction pruning in an amount not to exceed \$25,000.

Funding source: 2204-18-189503-53990

**Background**

In 2025 there were several hazard trees along property lines, in right-of-way, and in areas that were beyond the scope of what Urban Forestry staff could safely or expediently mitigate. Having this service agreement allows for time-sensitive hazards trees and limbs to be removed before causing any undue harm or property damage, as well as another level to storm preparedness.

**RESPECTFULLY SUBMITTED,**



**Haskell Smith, Urban Forester**

**AGREEMENT FOR SERVICES**  
**between**  
**The City of Bloomington Parks and Recreation Department**  
**and**  
**J.R. Ellington Tree Expert 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 Park Commissioners (“Board”) (collectively the “City”), and J.R. Ellington Tree Expert 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. 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 31<sup>st</sup> 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 Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Haskell Smith, City of Bloomington, 401 N Morton Suite 250 Bloomington IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not

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

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor’s work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
5. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The City’s Project Manager shall act on the City’s behalf with respect to this Agreement.
6. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
7. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit “B”**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
8. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
9. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.
10. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Contractor shall provide a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses

to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

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**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.

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**TO CITY:**

**TO CONTRACTOR:**

City of Bloomington	J.R. Ellington Tree Expert Company
Attn: Haskell Smith, Urban Forester	Attn: Jeff Ellington
401 N Morton Suite 250	680 W That Rd
Bloomington, IN 47404	Bloomington IN 47403
<a href="mailto:smithh@bloomington.in.gov">smithh@bloomington.in.gov</a>	E-mail: <a href="mailto:jeffe@bluemarble.net">jeffe@bluemarble.net</a>

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. 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.

**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 J.R Ellington Tree Expert CO.”**

**CITY OF BLOOMINGTON**

**J.R ELLINGTON TREE EXPERT**

**CO.**

**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: Contractor shall provide tree removal and pruning (“Services”). Specific scopes of work will be quoted individually and approved by the Department in writing before work commences. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2026, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Haskell Smith, Urban Forester, as the Department’s Project Manager.

**EXHIBIT "B"**

**PROJECT SCHEDULE**

**All requested services completed by 12/31/2026**

**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

**C11** Agenda item

Admin. Approval: TS  
Date: 1/5/26

**TO: Board of Park Commissioners**  
**FROM: Haskell Smith, Urban Forester**  
**DATE: January 15th 2026**  
**SUBJECT: REVIEW AND APPROVAL OF 2026 SERVICE AGREEMENT WITH  
BLUESTONE TREE LLC.**

**Recommendation**

Staff recommends approval of service agreement with Bluestone Tree, LLC. for the removal of hazard trees, pruning, or hazard reduction pruning in an amount not to exceed \$25,000.

Funding source: 2204-18-189503-53990

**Background**

In 2025 there were several hazard trees along property lines, in right-of-way, and in areas that were beyond the scope of what Urban Forestry staff could safely or expediently mitigate. Having this annual service agreement allows for time-sensitive hazards trees and limbs to be removed before causing any undue harm or property damage, as well as another level to storm preparedness.

**RESPECTFULLY SUBMITTED,**



**Haskell Smith, Urban Forester**



**AGREEMENT FOR SERVICES**  
between  
**The City of Bloomington Parks and Recreation Department**  
and  
**Bluestone Tree 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 Bluestone Tree LCC (“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 31<sup>st</sup> 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 Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Haskell Smith, City of Bloomington, 401 N Morton Suite 250 Bloomington IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-

five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor’s work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
5. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The City’s Project Manager shall act on the City’s behalf with respect to this Agreement.
6. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
7. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit “B”**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
8. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
9. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.
10. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, its Department, and the officers, members, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Contractor shall provide a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's

provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

13. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
14. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
15. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
16. **Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
17. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
18. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
19. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

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

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

**22. Non-Collusion.** Contractor certifies that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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

**TO CITY:**

**TO CONTRACTOR:**

City of Bloomington	Bluestone Tree LLC
Attn: Haskell Smith, Urban Forester	Attn: Matt Baldwin
401 N Morton Suite 250	3090 S Walnut St
Bloomington, IN 47404	Bloomington IN 47401
<a href="mailto:smithh@bloomington.in.gov">smithh@bloomington.in.gov</a>	E-mail: <a href="mailto:Bloomington@bluestonetree.com">Bloomington@bluestonetree.com</a>

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. 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.

**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 Bluestone Tree LLC.”**

**CITY OF BLOOMINGTON  
BY:**

**BLUESTONE TREE 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: Contractor shall provide tree removal and pruning (“Services”). Specific scopes of work will be quoted individually and approved by the Department in writing before work commences. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2026, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Haskell Smith, Urban Forester, as the Department’s Project Manager.



**EXHIBIT "B"**

**PROJECT SCHEDULE**

**All requested services completed by 12/31/2026**

**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

**D1** Agenda item

Admin. Approval: TS  
Date: 1/12/26

**TO:** Board of Park Commissioners  
**FROM:** Tim Street, Director  
**DATE:** January 15, 2026  
**SUBJECT:** PARKS 2025 END-OF-YEAR FINANCIAL REPORT

**Recommendation**

This report is informational.

**Background**

Attached to this staff report is a summary of the 2025 year-end financial picture for the Parks and Recreation Department.

**RESPECTFULLY SUBMITTED,**



**Tim Street, Director**

# **City of Bloomington Parks and Recreation**

## ***2025 End of Year Financial Report***

*Prepared 1/12/26*

### **Executive Summary**

The Parks and Recreation Department finished 2025 with budget surpluses in both the General Fund and Non-Reverting accounts. Tax revenues arrived in the General Fund for 2025 mostly as expected, though we are still waiting on a distribution of the budgeted Excise and FIT taxes that will be determined by City Council early in 2026 (this is due to a change in process at the County level). As budgeted, this distribution would likely increase General Fund revenues by approximately \$100,000.

In the last weeks of 2024, the Department benefited greatly from a final distribution of ARPA funds that reimbursed a large amount of eligible 2024 expenses, but also covered almost \$400,000 in annual security funding for both 2025 and 2026 (for the 2025 budget, this money was originally budgeted in the general fund). While ARPA funds have been a great benefit to the department and have helped cover expenses and grow cash reserves, the Department faces significant questions about security expenses when budgeting for 2027.

Thanks to the ARPA fund distribution and the issuance of the City's 2025 capital bond, the Department was able to de-appropriate \$543k in originally budgeted funds in February 2025, as these expenses were covered either by ARPA or the bond. This freed up room in the budget to appropriate \$429,000 in new expenses, saving more than \$100k in the budget while also addressing critical infrastructure projects like the Rail Trail Rogers St crossing improvements, skate park repairs, asphalt and sports court repairs, and new surfacing for the Bryan Park 2-5 playground.

While these changes were all beneficial, our budget performance also greatly benefited from our staff's diligence in exceeding budgeted revenue goals while also saving on expenses. This positive performance helped us increase the cash balances for both funds going into 2026, particularly in the general fund, which is now over \$4 million. These reserves will help us navigate uncertain financial times ahead, as we continue to understand the impacts of Senate Enrolled Act 1 while also navigating the end of ARPA funds and critical facility needs. The completion of the 2026-2030 Master Plan early this year will help us determine our strategic priorities on these issues, and we anticipate these reserves will be critical in effectively meeting the needs of our community.

### **2025 Final Numbers**

The General Fund finished with a budget surplus of \$209,000 after carry-over encumbrances to 2026 are considered. The Non-Reverting finished with a surplus of \$60,000 while encumbering funds for the 2026 purchase of a new mobile stage.

General Fund		Non-Reverting	
Budgeted Revenue	\$10,734,375	Budgeted Revenue	\$2,080,603
Budgeted Expenses	\$12,216,179	Budgeted Expenses	\$2,292,884
Actual Revenue	\$11,855,171	Actual Revenue	\$2,218,930
Actual Expenses	\$11,268,255	Actual Expenses	\$2,003,456
Encumbrances	\$377,964	Encumbrances	\$155,882
Performance	\$208,952	Performance	\$59,592

## Five-Year History

### General Fund

	2021	2022	2023	2024	2025
<b>GF BUDG REV</b>	\$7,658,708.00	\$8,857,604.00	\$9,397,519.00	\$10,395,766.00	\$10,734,375.00
<b>GF BUDG EXP</b>	\$8,744,076.07	\$9,855,599.43	\$11,383,256.67	\$11,909,724.02	\$12,216,179.31
<b>ACTUAL REV</b>	\$8,998,503.31	\$9,050,002.83	\$9,556,470.47	\$10,802,586.12	\$11,855,171.12
<b>ACTUAL EXP</b>	\$8,019,168.11	\$8,380,960.35	\$9,809,658.13	\$10,170,218.65	\$11,268,254.83
<b>NET*</b>	\$979,335.20	\$669,042.48	-\$253,187.66	\$632,367.47	\$586,916.29

\*excludes carry-over encumbrances

### Non-Reverting

	2021	2022	2023	2024	2025
<b>GF BUDG REV</b>	\$1,881,982.00	\$1,549,115.00	\$3,009,352.06	\$2,012,338.00	\$2,080,603.00
<b>GF BUDG EXP</b>	\$2,396,612.94	\$2,878,262.86	\$3,388,909.39	\$2,884,176.73	\$2,292,883.75
<b>ACTUAL REV</b>	\$1,625,332.17	\$2,369,939.90	\$2,990,756.65	\$2,145,525.46	\$2,218,930.20
<b>ACTUAL EXP</b>	\$1,701,129.61	\$2,144,460.61	\$2,745,832.10	\$2,197,069.40	\$2,003,456.00
<b>NET*</b>	-\$75,797.44	\$225,479.29	\$244,924.55	-\$51,543.94	\$215,474.20

\*excludes carry-over encumbrances

## Cash Balances

The General Fund account started 2026 with a cash balance of \$4.45 million. After carry-over encumbrances from 2025 are considered, the available cash reserves are \$4.08 million.

The Non-Reverting account started 2026 with a cash balance of \$1.62 million. After carry-over expenses from 2025 are considered, the available cash reserves are \$1.47 million.