



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

Monday, March 23, 2026

5:00–7 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](#)

<https://bloomington.zoom.us/j/87810557420?pwd=bkkBCKDe1lbYhnIwvWO5ZFWb0xReXs.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

Commission Member	Appointed by	Appointment Date	Term
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 February 19, 2026 Regular Meeting	Kim Clapp
A-2	Approval of Claims Submitted February 19 2026 through March 22 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	Partnership with Cicada Cinema for 2026 Movies in the Park	Crystal Ritter
A-8	Contract with Marshall Security for 2026 Farmers' Market Security	Clarence Boone
A-9	BCFM 2026 Food and Beverage Artisan agreement template	Clarence Boone
A-10	Agreement with KingSnake Sound for 2026 Services	Crystal Ritter
A-11	Conflict of Interest form for Chris Ramsey for ESD contract with KingSnake Sound	Tim Street
A-12	Agreement with Summer Star Foundation for nature club	Heidi Shoemaker
A-13	Agreement with City Glass for window repair at 349 S Walnut	Mark Marotz
A-14	Agreement with Pathways (formerly MCUM) for Mills Pool usage	Chris Hamric
A-15	Agreement with DEEM for mechanical services	Chris Hamric

B. Public Hearings and Appearances

Agenda Item Number	Topic/Description	Presenter
B-1	Bravo Award – Isadore Torry	Emily Buuck

C. Other Business

Agenda Item Number	Topic/Description	Presenter
C-1	Partnership with IU for Granfalloon Concerts at the Switchyard Mainsage	Leslie Brinson
C-2	Contract with Monroe LLC for construction of the Powerline Trail	Rebecca Swift
C-3	Contract REA for construction inspection services for the Powerline Trail	Rebecca Swift
C-4	Agreement with GTE Mobilnet (Verizon) for Ops Center Cell Tower Lease Extension	Rebecca Swift
C-5	Agreement with Green Dragon for 2026 Switchyard mowing	Hsiung Marler
C-6	MOU with Greystar for in lieu tree planting	Haskell Smith
C-7	Partnership with CanopyBloomington for 2026 Youth Tree Tenders program	Haskell Smith
C-8	2026 Q1 Urban Forestry Risk Report	Haskell Smith

Agenda Item Number	Topic/Description	Presenter
C-9	Agreement with Bluestone for Storm Resiliency Pruning Phase II	Haskell Smith
C-10	Adopt-a-Roundabout Sponsorship Agreement template	Julie Ramey
C-11	Agreement with Bloomington Pickleball Club for 2026	Mark Sterner
C-12	Price Schedule Updates: Operations, Recreation, TLSP, Frank Southern Center, and Aquatics	Kim Clapp
C-13	Aquatics Report and Fee Waiver Policy update	Chris Hamric

D. Reports

Agenda Item Number	Topic/Description	Presenter
D-1	ERAC Annual Report	Denise Gardener
D-2	Frank Southern Ice Arena – Risk and Operational Report	Chris Hamric

E. Public Comment

III. ADJOURNMENT



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

Thursday, February 19, 2026

5:00–6:30 p.m.

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

Zoom Option

Board of Park Commissioners

Commission Member	Appointed by	Appointment Date	Term
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 – Kathleen Mills called the meeting to order at 5:03 p.m. Kathleen Mills, Ellen Rodkey and Israel Herrera were present and Jim Whitlatch was absent.

II. AGENDA

A. Consent Calendar

Agenda Item Number	Topic/Description	Presenter
A-1	Approval of Minutes of January 15 2026 Regular Meeting	Kim Clapp
A-2	Approval of Claims Submitted January 14 2026 through February 18 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	Partnership agreement with Monroe County Civic Theater	Crystal Ritter
A-8	Noise Permit Approval for Parks Internal Events 2026	Cyrstal Ritter
A-9	BCFM Food and Beverage and Food Truck Vendor Template Agreements 2026	Clarence Boone
A-10	BCFM Farm Vendor Handbook and Template Agreement 2026	Clarence Boone
A-11	A Fair of the Arts Contract Template 2026	Crystal Ritter

Agenda Item Number	Topic/Description	Presenter
A-12	Performance and Entertainment Template Agreement 2026	Crystal Ritter
A-13	Agreement with USFWS for Pollinator Workshops	Heidi Shoemaker
A-14	Twin Lakes Sports Park 2026 Concessions Agreement	Cody Martin
A-15	Winslow Sports Park 2026 Concessions Agreement	Cody Martin
A-16	Agreement with Frontier Fire Protection for 2026 TLRC Services	Cody Martin
A-17	Agreement with Anna McCoy for Art Commission	Tim Street
A-18	Approval of Corrective Deed for Switchyard Park parcel consolidation	Tim Street
A-19	Agreement with Aquatic Control for Miller-Showers Park Invasive Treatments	Heidi Shoemaker
A-20	Agreement with A&A Quickpump for Griffy Restroom services	Amy Leyenbeck
A-21	Addendum to Agreement with Bluestone Tree	Haskell Smith
Motion	Ellen Rodkey made a motion to remove A15 from the consent calendar. Israel seconded and the motion passed unanimously by a 3-0 vote.	board
Vote	Ellen Rodkey motioned to approve the consent calendar. Israel Herrera seconded and the motion passed unanimously by a 3-0 vote.	Board
A15	Ellen Rodkey made a motion to correct the agreement amount to \$2,500 and approve Winslow Sports Park 2026 Concessions Agreement. Israel Herrera seconded and the motion passed unanimously by a 3-0 vote.	Board

B. Public Hearings and Appearances

Agenda Item Number	Topic/Description	Presenter
B-1	Staff recognized David Skirvin for 23 years of dedicated service to the Bloomington Parks Foundation presented him with the February Bravo Award. David joined the Foundation Board in 2002 following his retirement from Indiana University, serving as President in 2024 and Past President in 2025. His long-term leadership, organizational skills, and passion for parks have significantly strengthened the Foundation and supported the success of Bloomington Parks and Recreation. David thanked the staff and the Board. The Board thanked David for his years of service.	Julie Ramey
B-2	Grace Olsen was the new intern in the Recreation Services Department. A senior at Indiana University studying Park Recreation and the Outdoors, Grace brought experience in event planning, ecosystem management, and community	Grace Olsen

Agenda Item Number	Topic/Description	Presenter
	engagement and looked forward to supporting Bloomington Parks and Recreation’s mission.	

C. Other Business

Agenda Item Number	Topic/Description	Presenter
C-1	Kathleen Mills moved to elect Ellen Rodkey as the Board of Park Commissioners Vice President. Israel Herrera seconded and the motion passed unanimously by a 3-0 vote.	Board
C-2	Staff recommended approval of a \$20,000 partnership/grant agreement with Area 10 on Aging for the Endwright East Active Living Community Center funded through the Parks General Fund. The Center provided meals and senior programming. Parks and Area 10 collaborated on programming and wellness initiatives. Ellen Rodkey motioned to approve the partnership with Area 10. Israel Herrera seconded and the motion passed unanimously by a 3-0 vote.	Leslie Brinson
C-3	Staff recommended approval of the \$68,896 contract with Convergent Technologies, LLC for repair and replacement of components in the CCTV security system at Switchyard Park, funded through ARPA 2402-060G21005-53990. The project would restore functionality to cameras that had failed due to environmental exposure and component failures. Board Comments Kathleen Mills inquired if the original equipment had been purchased from the same company. Hsiung Marler responded it had been purchased from a different company. Kathleen Mills then asked if there was any warranty remaining on the 33 lights that were not functioning. Hsiung Marler stated the warranty had expired. Ellen Rodkey inquired on the life expectancy of the new lights. Hsiung Marler responded it was difficult to predict the lifecycle for this type of technology. Ellen Rodkey made a motion to approve the contract with Convergent Technologies for the replacement of lights at Switchyard Park. Israel Herrera seconded and the motion passed unanimously by a 3-0 vote.	Hsiung Marler
C-4	Staff recommended approval of a \$12,250 addendum to the contract with Lithko Resotation Technologies for Banneker Community Step Replacement Project to address additional structural support needs identified during demolition. The project was partially funded by a	Kevin Terrell

Agenda Item Number	Topic/Description	Presenter
	<p>\$30,000 IDNR grant with remaining cost covered by Banneker Community Center Non-Reverting Fund. Ellen Rodkey made a motion to approve the addendum with Lithko Restoration Technologies. Israel Herrera seconded and the motion passed unanimously by a 3-0 vote.</p>	
C-5	<p>Staff recommended approval of an agreement with Bloomington Community Orchard to continue use of the Parks property at Winslow Woods and maintain the cooperative partnership through 2030. The updated agreement included language regarding fencing and a proposed educational shelter to support orchard programming and community access to fresh fruit and cultivation education.</p> <p>Board comments Kathleen Mills inquired if the shelter would be enclosed behind the fencing. Haskell Smith responded that it would be enclosed. Ellen Rodkey made a motion to approve the agreement with Bloomington Community Orchard. Israel seconded and the motion passed unanimously with a 3-0 vote.</p>	Haskell Smith
C-6	<p>Staff recommended approval of contract addendum with Green Dragon Lawn Care, Inc. for mowing and trimming services at 20 primary Park locations in an amount not to exceed \$108,405 and funded from Urban Greenspace General Fund. The vendor was originally selected through an RFQ process and was eligible for renewal based on satisfactory performance.</p> <p>Board comments Israel Herrera inquired on the renewal process. Tim Street responded the original contract included a renewal clause for an additional three one year renewals if both parties agreed. After that time the project would go back out for bid. Ellen Rodkey made a motion to approve the addendum with Green Dragon. Israel Herrera seconded and the motion unanimously passed by a 3-0 vote.</p>	Joanna Sparks
C-7	<p>Staff recommended approval of a 2026 contract addendum with 4 U Lawn and Landscape for mowing and trimmings services at 16 Parks locations not to exceed \$23,085 and funded through Urban Greenspace General Fund. The vendor was eligible for renewal based on satisfactory performance and responsiveness.</p> <p>Board comments Ellen Rodkey inquired if this was a new contract. Joanna Sparks responded that it was a renewal of an existing contract from 2024. Israel Herrera asked about the difference between this contract and the one with Green Dragon. Joanna Sparks responded that the</p>	Joanna Sparks

Agenda Item Number	Topic/Description	Presenter
	<p>services provided were the same but they were for different locations. Ellen Rodkey made a motion to approve the addendum with 4 U Lawn and Landscape for 2026. Israel Herrera seconded and the motion passed unanimously by a 3-0 vote.</p>	
C-8	<p>Staff recommended approval of a \$57,749.39 contract with Eco Logic LLC for ecological consulting and restoration services at Griffy Lake Nature Preserve, Switchyard, and Miller-Showers Park funded through Natural Resources General Fund. Services included ongoing deer browse monitoring at Griffy Lake, follow-up vegetation management at all three sites, and continuation of restoration work initiated in 2018. Ellen Rodkey make a motion to approve the service agreement with Eco Logic for Griffy Lake and Millers-Shower. Israel Herrera seconded and the motion passed unanimously with by a 3-0 vote.</p>	Mary Welz
C-9	<p>Staff recommended approval of Erica Eason as a new appointee to the Environmental Resources Advisory Council (ERAC) which advised Parks and Recreation on city natural areas and facilities. Erica brought experience in natural resources and soil and water conservation. Erica's name had changed to Erica Myers. Board comments Israel inquired if there was still one vacant seat. Heidi Shoemaker responded one was still open and staff hoped to have if filled in the near future. Ellen Rodkey made a motion to approve the appointment of Erica Myers to the Environmental Resources Advisory Council. Israel Herrera seconded and the motion was passed by a 3-0 vote.</p>	Heidi Shoemaker
C-10	<p>Staff recommended approval of the 2026 agreement with Bloomington Junior League Baseball Association (BJLBA) for use of Winslow Sports Park, generating an estimated \$18,000 in rental revenue. The agreement supported youth recreation in Bloomington and surrounding communities. Board comments Kathleen Mills inquired if this was the first time they needed overflow at Twin Lakes. Cody Martin responded it was the first time in recent history. Ellen Rodkey made a motion to approve the agreement with Bloomington Junior League Baseball for 2026. Israel Herrera seconded and the motion unanimously passed by a 3-0 vote.</p>	Cody Martin
C-11	<p>Staff recommended approval of the 2026 agreement with Monroe County Senior League Baseball Association (MCSLBA) for use of Winslow Sports Park generating an</p>	Cody Martin

Agenda Item Number	Topic/Description	Presenter
	estimated \$4,000 in rental revenue. The agreement supported youth recreation in Bloomington and surrounding communities. Ellen Rodkey made a motion to approve the agreement with Monroe County Senior League Baseball Association for 2026. Israel Herrera seconded and the motion unanimously passed by a 3-0 vote.	
C-12	Staff recommended approval of the 2026 agreement with Bloomington Football Club (BFC) for use of Winslow Sports Park generating an estimated \$8,000 in rental revenue. The agreement supported youth recreation in Bloomington and surrounding communities. Ellen Rodkey made a motion to approve the agreement with Bloomington Football Club for 2026. Israel Herrera seconded and the motion unanimously carried by a 3-0 vote.	Cody Martin

D. Reports

Agenda Item Number	Topic/Description	Presenter
D-1	Presented 2025 Strategic Goals Update which contained status updated on the 114 goals set by the department across its many areas for 2025. Of the 114 goals, 57 were fully completed, another 16 were substantially completed and 19 were still in progress. That meant a total of 92 of the 114 goals were still on track to be completed.	Tim Street
D-2	Staff reported that aQity completed a community survey for the 2026-2030 Master Plan. The board packet included full survey results and a summary of the overall engagement including focus groups, staff input, and the summer 2025 community questionnaire. Key finding would help shape the actions and goals in the final Master Plan, which was expected to be presented to the board in the coming months.	Tim Street

E. Public Comment

Kathleen Mills opened the floor for public comments and none were received.

Department update by Tim Street, Director

Tim thanked Jeff with AQity, noting that the community survey report provided a great deal of valuable information for us to draw from. He shared that we are currently in the Master Plan process, where we are identifying our priority goals to be presented in the final plan. These goals center on community impact, investing in existing assets, financial sustainability, and supporting our staff.

Tim noted that the community survey both adds insight and affirms that we are on the right track. While there are additional needs and desires expressed by the community, there are also areas where expectations are being met well. It is our responsibility to continue meeting those expectations while also responding to community needs within our available resources.

He also provided updates on current and upcoming projects and events. New interior lighting has been installed at Switchyard Park. The front steps at Banneker are nearing completion, and a roofing project will soon begin to address water penetration issues. Energy efficiency investments are ongoing, including new LED lighting at Banneker and the Allison Jukebox. This year, we will also be pursuing solar panel installation at the Allison Jukebox.

Additional updates included the Powerline Trail project, which is currently out to bid, and the ongoing Tree Assistance Program, which continues to make a significant impact. Staff were especially busy at the end of January managing snow removal while maintaining programs and events during a major winter storm.

Tim also highlighted that staff are dedicating considerable time to digital accessibility efforts in preparation for an upcoming federal deadline. At the same time, the department is entering a busy seasonal ramp-up period, including preparations for the performing arts series, concerts, and the Farmers' Market.

The next meeting has been adjusted due to Spring Break and will be held on Monday, March 23, 2026, at 5:00 p.m.

III. ADJOURNMENT 6:12 p.m.

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/6/2026	Payroll				205,261.46
					205,261.46

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 \$ 205,261.46

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

REGISTER OF CLAIMS
Board of Park Commissioners Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
03/13/26	Claims				\$284,229.69
					<u><u>\$284,229.69</u></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 **\$284,229.69** 3/13/2026

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 02/28/26 - 03/13/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 181000 - Administration											
Account 52110 - Office Supplies											
5099 - Office Three Sixty, INC	3368906	18-(1) Bx of 12ct Red Pens for Parks Main Office Supply Stock	Paid by EFT # 71172		03/03/2026	03/03/2026	03/13/2026		03/13/2026	3.32	
									Account 52110 - Office Supplies Totals	Invoice Transactions 1	<u>3.32</u>
Account 53210 - Telephone											
1079 - AT&T	812349377102-26	18-Parks Landlines-1/20-02/19/26-#812349-3771 212 4	Paid by Check # 81260		03/04/2026	03/04/2026	03/04/2026		03/04/2026	754.97	
									Account 53210 - Telephone Totals	Invoice Transactions 1	<u>754.97</u>
Account 53990 - Other Services and Charges											
8569 - 110%, INC	2613	18-Parks Department Master Plan Creation 2026-2030 - Feb 2026	Paid by EFT # 71031		03/03/2026	03/03/2026	03/13/2026		03/13/2026	22,169.25	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>22,169.25</u>
									Program 181000 - Administration Totals	Invoice Transactions 3	<u>22,927.54</u>
Program 181100 - Marketing											
Account 53310 - Printing											
7815 - A&M Graphics (Baugh Fine Print and Mailing)	45619M	18-Kid City 2026 Summer Camp postcard print & mail #4515	Paid by EFT # 71034		03/03/2026	03/03/2026	03/13/2026		03/13/2026	812.70	
									Account 53310 - Printing Totals	Invoice Transactions 1	<u>812.70</u>
Account 53320 - Advertising											
1078 - Kamrex, INC (VFW Program)	335494	18-1/16 page ad for TLRC in 40 ET 8 News Spring 2026	Paid by Check # 81293		03/03/2026	03/03/2026	03/13/2026		03/13/2026	138.50	
									Account 53320 - Advertising Totals	Invoice Transactions 1	<u>138.50</u>
Account 53990 - Other Services and Charges											
7815 - A&M Graphics (Baugh Fine Print and Mailing)	45619M	18-Kid City 2026 Summer Camp postcard print & mail #4515	Paid by EFT # 71034		03/03/2026	03/03/2026	03/13/2026		03/13/2026	475.75	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>475.75</u>
									Program 181100 - Marketing Totals	Invoice Transactions 3	<u>\$1,426.95</u>
Program 182001 - Aquatics - Bryan Pool											
Account 53510 - Electrical Services											
223 - Duke Energy	030426-ParkDukeA	18-P&R Various Facilities-elec chgs Jan-Feb 2026	Paid by Check # 81268		03/04/2026	03/04/2026	03/04/2026		03/04/2026	330.27	



Board of Park Commissioners Claim Register

Invoice Date Range 02/28/26 - 03/13/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	030426-ParkDukeC	18-P&R Various Facilities-elec chgs Jan-Feb 2026	Paid by Check # 81269		03/04/2026	03/04/2026	03/04/2026		03/04/2026	13.91
								Account 53510 - Electrical Services Totals	Invoice Transactions 2	<u>\$344.18</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-0010126	18-Parks Water/Sewer chgs Jan 2026-#14187-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	302.21
								Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$302.21</u>
Account 53990 - Other Services and Charges										
10245 - HydroApps, LLC	10063	18-FSC, AQ- Facility Management software startup	Paid by EFT # 71122		03/03/2026	03/03/2026	03/13/2026		03/13/2026	1,479.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$1,479.00</u>
								Program 182001 - Aquatics - Bryan Pool Totals	Invoice Transactions 4	<u>\$2,125.39</u>
Program 182002 - Aquatics - Mills Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	030426-ParkDukeA	18-P&R Various Facilities-elec chgs Jan-Feb 2026	Paid by Check # 81268		03/04/2026	03/04/2026	03/04/2026		03/04/2026	27.68
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$27.68</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-0010126	18-Parks Water/Sewer chgs Jan 2026-#14187-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	100.70
								Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$100.70</u>
Account 53990 - Other Services and Charges										
10245 - HydroApps, LLC	10063	18-FSC, AQ- Facility Management software startup	Paid by EFT # 71122		03/03/2026	03/03/2026	03/13/2026		03/13/2026	1,479.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$1,479.00</u>
								Program 182002 - Aquatics - Mills Pool Totals	Invoice Transactions 3	<u>\$1,607.38</u>
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3187041807	18-FSC Zam Propane 2/17/26	Paid by EFT # 71044		03/03/2026	03/03/2026	03/13/2026		03/13/2026	197.91
2708 - AmeriGas Propane, LP	3187270362	18-FSC Zam Propane 02/24/26	Paid by EFT # 71044		03/03/2026	03/03/2026	03/13/2026		03/13/2026	157.08
								Account 52240 - Fuel and Oil Totals	Invoice Transactions 2	<u>\$354.99</u>



Board of Park Commissioners Claim Register

Invoice Date Range 02/28/26 - 03/13/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	17646	18-#5 paper bags - 1 bundle	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	36.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$36.00</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 0126	18-Parks Water/Sewer chgs Jan 2026-#14187-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	1,706.00
								Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$1,706.00</u>
Account 53630 - Machinery and Equipment Repairs										
4902 - DEEM, LLC	1159808	18- FSC Valve out compressor 1-2/8/26	Paid by EFT # 71084		03/03/2026	03/03/2026	03/13/2026		03/13/2026	1,273.80
321 - Harrell Fish, INC (HFI)	ZW37176	18-FSC Shower Replacement for Locker Room 3+4-2/5/26	Paid by EFT # 71111		03/03/2026	03/03/2026	03/13/2026		03/13/2026	9,500.00
								Account 53630 - Machinery and Equipment Repairs Totals	Invoice Transactions 2	<u>\$10,773.80</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3401977	18- FSC - SA- Front rug cleaning - 02-17-26	Paid by EFT # 71181		03/03/2026	03/03/2026	03/13/2026		03/13/2026	70.73
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 1	<u>\$70.73</u>
Account 53990 - Other Services and Charges										
10245 - HydroApps, LLC	10063	18-FSC, AQ- Facility Management software startup	Paid by EFT # 71122		03/03/2026	03/03/2026	03/13/2026		03/13/2026	739.50
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$739.50</u>
								Program 182500 - Frank Southern Center Totals	Invoice Transactions 8	<u>\$13,681.02</u>
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	SO1392582	18 - Cascades Fungicides, Herbicides for Golf Course applicatio	Paid by EFT # 71038		03/03/2026	03/03/2026	03/13/2026		03/13/2026	7,401.90
4383 - Advanced Turf Solutions, INC	SO1392602	18 - Cascades Fungicides, Herbicides for Golf Course applicatio	Paid by EFT # 71038		03/03/2026	03/03/2026	03/13/2026		03/13/2026	4,428.00
4383 - Advanced Turf Solutions, INC	SO1392596	18 - Cascades Fungicides, Herbicides for Golf Course application	Paid by EFT # 71038		03/03/2026	03/03/2026	03/13/2026		03/13/2026	1,320.50



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 183500 - Golf Services											
Account 52220 - Agricultural Supplies											
4383 - Advanced Turf Solutions, INC	SO1392594	18 - Cascades Fungicides, Herbicides for Golf Course application	Paid by EFT # 71038		03/03/2026	03/03/2026	03/13/2026		03/13/2026	24,738.76	
4383 - Advanced Turf Solutions, INC	SO1392599	18 - Cascades Fungicides, Herbicides for Golf Course application	Paid by EFT # 71038		03/03/2026	03/03/2026	03/13/2026		03/13/2026	9,641.58	
									Account 52220 - Agricultural Supplies Totals	Invoice Transactions 5	<u>\$47,530.74</u>
Account 52230 - Garage and Motor Supplies											
4140 - Interstate All Battery Center of Bloomington, INC	1903302016531	18 - Cascades Batteries - two SP-40 LG IBL GLD	Paid by EFT # 71132		03/03/2026	03/03/2026	03/13/2026		03/13/2026	130.00	
4574 - John Deere Financial f.s.b. (Rural King)	430660	18-Cascades-Materials for Sprayer Unit-soap, trash bags, cleaner	Paid by Check # 81292		03/03/2026	03/03/2026	03/13/2026		03/13/2026	122.69	
6262 - Koenig Equipment, INC	P55495	18 - Cascades- Nut	Paid by EFT # 71140		03/03/2026	03/03/2026	03/13/2026		03/13/2026	115.49	
53385 - O'Reilly Automotive Stores, INC	1903-176657	18 - Cascades Sockets	Paid by Check # 81295		03/03/2026	03/03/2026	03/13/2026		03/13/2026	33.98	
									Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 4	<u>\$402.16</u>
Account 52420 - Other Supplies											
4383 - Advanced Turf Solutions, INC	INV4534856	18 - Cascades Flags, Cups, Pins	Paid by EFT # 71038		03/03/2026	03/03/2026	03/13/2026		03/13/2026	2,517.49	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	14MK-V6C3-M1FY	18-Large Clothes Rack for Cascades Golf Course Pro Shop Display	Paid by EFT # 71041		03/03/2026	03/03/2026	03/13/2026		03/13/2026	149.99	
									Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$2,667.48</u>
Account 53310 - Printing											
5249 - Golf Associates Advertising Co., INC	506321	18 - Cascades Scorecards	Paid by EFT # 71106		03/03/2026	03/03/2026	03/13/2026		03/13/2026	2,664.19	
									Account 53310 - Printing Totals	Invoice Transactions 1	<u>\$2,664.19</u>
Account 53510 - Electrical Services											
223 - Duke Energy	030426-ParkDukeB	18-P&R Various Facilities-elec chgs-Jan-Feb 2026	Paid by Check # 81270		03/04/2026	03/04/2026	03/04/2026		03/04/2026	75.24	
									Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$75.24</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0126	18-Parks Water/Sewer chgs Jan 2026-Acct. #4159-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	2,329.69
208 - City Of Bloomington Utilities	14187-001 0126	18-Parks Water/Sewer chgs Jan 2026-#14187-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	2,851.73
							Account 53530 - Water and Sewer Totals		Invoice Transactions 2	<u>\$5,181.42</u>
Account 53910 - Dues and Subscriptions										
8084 - Indiana Golf Association, INC	2053060-2026	18 - Cascades Golf Association Fee - 2026	Paid by EFT # 71125		03/03/2026	03/03/2026	03/13/2026		03/13/2026	250.00
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<u>\$250.00</u>
							Program 183500 - Golf Services Totals		Invoice Transactions 16	<u>\$58,771.23</u>
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM241435	18-Nat Res (1) case XL 11 mil latex disposable gloves	Paid by EFT # 71098		03/03/2026	03/03/2026	03/13/2026		03/13/2026	202.86
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 1	<u>\$202.86</u>
Account 52220 - Agricultural Supplies										
8658 - Kleindorfer's Hardware LLC	15414	18-two bales of straw	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	14.00
7839 - North American Invasive Species Management Assoc	12045	18-Nat Res (2) Buckthorn Blaster herbicide applicator kits	Paid by EFT # 71169		03/03/2026	03/03/2026	03/13/2026		03/13/2026	69.77
							Account 52220 - Agricultural Supplies Totals		Invoice Transactions 2	<u>\$83.77</u>
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	624701	18-treated lumber (7)	Paid by EFT # 71060		03/03/2026	03/03/2026	03/13/2026		03/13/2026	51.73
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1	<u>\$51.73</u>
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	17965	18-three tamper resistant screws	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	.93
8658 - Kleindorfer's Hardware LLC	17881	18-cutting oil, three cobalt bits	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	45.24
8658 - Kleindorfer's Hardware LLC	17579	18-spray paint, duct tape, saw blades (two)	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	33.35
							Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 3	<u>\$79.52</u>
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	430092	18- (2) Storage Totes & (1) 5 Gal Bucket	Paid by Check # 81292		03/03/2026	03/03/2026	03/13/2026		03/13/2026	21.77



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 184000 - Natural Resources											
Account 52420 - Other Supplies											
8658 - Kleindorfer's Hardware LLC	17333	18-sledge hammer	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	31.49	
									Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$53.26</u>
Account 53510 - Electrical Services											
223 - Duke Energy	030426-ParkDukeA	18-P&R Various Facilities-elec chgs Jan-Feb 2026	Paid by Check # 81268		03/04/2026	03/04/2026	03/04/2026		03/04/2026	18.46	
223 - Duke Energy	030426-ParkDukeC	18-P&R Various Facilities-elec chgs Jan-Feb 2026	Paid by Check # 81269		03/04/2026	03/04/2026	03/04/2026		03/04/2026	18.15	
									Account 53510 - Electrical Services Totals	Invoice Transactions 2	<u>\$36.61</u>
									Program 184000 - Natural Resources Totals	Invoice Transactions 11	<u>\$507.75</u>
Program 184500 - Youth Services -Juke Box											
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	14187-0010126	18-Parks Water/Sewer chgs Jan 2026-#14187-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	107.74	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$107.74</u>
									Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 1	<u>\$107.74</u>
Program 186500 - Community Events											
Account 52420 - Other Supplies											
8658 - Kleindorfer's Hardware LLC	17725	18-one tube sand	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	8.50	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$8.50</u>
Account 53310 - Printing											
7815 - A&M Graphics (Baugh Fine Print and Mailing)	45614	18-Farmers Market Handbook 2026 #50	Paid by EFT # 71034		03/03/2026	03/03/2026	03/13/2026		03/13/2026	145.35	
									Account 53310 - Printing Totals	Invoice Transactions 1	<u>\$145.35</u>
									Program 186500 - Community Events Totals	Invoice Transactions 2	<u>\$153.85</u>
Program 186502 - Community Events-Gardens											
Account 52420 - Other Supplies											
409 - Black Lumber Co. INC	625580	18-soft garden twist tie	Paid by EFT # 71060		03/03/2026	03/03/2026	03/13/2026		03/13/2026	5.99	
5594 - Bloomington Hardware Co., INC	722523	18-Seedling soil mix for gardening program	Paid by EFT # 71064		03/03/2026	03/03/2026	03/13/2026		03/13/2026	13.99	
									Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$19.98</u>
									Program 186502 - Community Events-Gardens Totals	Invoice Transactions 2	<u>\$19.98</u>



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 187001 - Adult Sports-Softball											
Account 53510 - Electrical Services											
223 - Duke Energy	030426-ParkDukeA	18-P&R Various Facilities-elec chgs-Jan-Feb 2026	Paid by Check # 81268		03/04/2026	03/04/2026	03/04/2026		03/04/2026	83.96	
223 - Duke Energy	030426-ParkDukeB	18-P&R Various Facilities-elec chgs-Jan-Feb 2026	Paid by Check # 81270		03/04/2026	03/04/2026	03/04/2026		03/04/2026	39.81	
223 - Duke Energy	030426-ParkDukeC	18-P&R Various Facilities-elec chgs-Jan-Feb 2026	Paid by Check # 81269		03/04/2026	03/04/2026	03/04/2026		03/04/2026	59.05	
									Account 53510 - Electrical Services Totals	Invoice Transactions 3	<u>\$182.82</u>
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	4159-001 0126	18-Parks Water/Sewer chgs Jan 2026-Acct. #4159-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	28.43	
208 - City Of Bloomington Utilities	14187-001 0126	18-Parks Water/Sewer chgs Jan 2026-#14187-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	1,170.38	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 2	<u>\$1,198.81</u>
Account 53990 - Other Services and Charges											
392 - Koorsen Fire & Security, INC	IN01159033	18-TLSP-Fire Suppression Inspection	Paid by EFT # 71141		03/03/2026	03/03/2026	03/13/2026		03/13/2026	326.83	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$326.83</u>
									Program 187001 - Adult Sports-Softball Totals	Invoice Transactions 6	<u>\$1,708.46</u>
Program 187202 - Youth Sports-Winslow											
Account 53510 - Electrical Services											
223 - Duke Energy	030426-ParkDukeB	18-P&R Various Facilities-elec chgs-Jan-Feb 2026	Paid by Check # 81270		03/04/2026	03/04/2026	03/04/2026		03/04/2026	21.05	
									Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$21.05</u>
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	4159-001 0126	18-Parks Water/Sewer chgs Jan 2026-Acct. #4159-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	1,607.48	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$1,607.48</u>
Account 53650 - Other Repairs											
53203 - Natures Link INC	45726	18-WIN-Backflow compliance consultation-7/9/25	Paid by EFT # 71165		03/03/2026	03/03/2026	03/13/2026		03/13/2026	95.00	
									Account 53650 - Other Repairs Totals	Invoice Transactions 1	<u>\$95.00</u>



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 187202 - Youth Sports-Winslow											
Account 53950 - Landfill											
2260 - Republic Services, INC	0694-003991502	18-Parks Landfill Winslow Sports Complex Charges 03/01-03/31/26	Edit		03/11/2026	03/11/2026	03/11/2026			275.26	
									Account 53950 - Landfill Totals	Invoice Transactions 1	<u>\$275.26</u>
									Program 187202 - Youth Sports-Winslow Totals	Invoice Transactions 4	<u>\$1,998.79</u>
Program 187208 - Youth Sports-Olcott											
Account 53510 - Electrical Services											
223 - Duke Energy	030426-ParkDukeA	18-P&R Various Facilities-elec chgs Jan-Feb 2026	Paid by Check # 81268		03/04/2026	03/04/2026	03/04/2026		03/04/2026	187.64	
									Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$187.64</u>
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	14187-0010126	18-Parks Water/Sewer chgs Jan 2026-#14187-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	621.15	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$621.15</u>
Account 53650 - Other Repairs											
53203 - Natures Link INC	45725	18-OLC-Backflow Repair-7/10/25	Paid by EFT # 71165		03/03/2026	03/03/2026	03/13/2026		03/13/2026	248.31	
									Account 53650 - Other Repairs Totals	Invoice Transactions 1	<u>\$248.31</u>
									Program 187208 - Youth Sports-Olcott Totals	Invoice Transactions 3	<u>\$1,057.10</u>
Program 187500 - Banneker											
Account 52310 - Building Materials and Supplies											
8658 - Kleindorfer's Hardware LLC	15995	18 Banneker - two fire extinguishers	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	54.98	
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1	<u>\$54.98</u>
Account 52420 - Other Supplies											
4549 - Kroger Limited Partnership I	096726	18- Banneker event supplies-popcorn, oil, juice	Paid by Check # 81294		03/03/2026	03/03/2026	03/13/2026		03/13/2026	47.88	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$47.88</u>
Account 53510 - Electrical Services											
223 - Duke Energy	030426-ParkDukeB	18-P&R Various Facilities-elec chgs-Jan-Feb 2026	Paid by Check # 81270		03/04/2026	03/04/2026	03/04/2026		03/04/2026	1,091.51	
									Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$1,091.51</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0126	18-Parks Water/Sewer chgs Jan 2026-Acct. #4159-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	131.30
								Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$131.30</u>
Account 53610 - Building Repairs										
298 - Commercial Service Of Bloomington, INC	S304381	18-Banneker--pipe leaking going to mens bathroom-in closet-1/27	Paid by EFT # 71078		03/03/2026	03/03/2026	03/13/2026		03/13/2026	278.51
								Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>\$278.51</u>
								Program 187500 - Banneker Totals	Invoice Transactions 5	<u>\$1,604.18</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM241403	18-OPS (12) 34" Grip n Grab for custodial crew	Paid by EFT # 71098		03/03/2026	03/03/2026	03/13/2026		03/13/2026	293.28
6394 - Imperial Bag & Paper CO LLC	40660205	18-OPS hand soap, brackets, disinfectant and trash liners	Paid by EFT # 71123		03/03/2026	03/03/2026	03/13/2026		03/13/2026	725.92
4626 - Rhomar Industries, INC	109709	18-OPS 3 doz. 12 qrt bottles of Bac Attack for Custodial team	Paid by EFT # 71183		03/03/2026	03/03/2026	03/13/2026		03/13/2026	676.48
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 3	<u>\$1,695.68</u>
Account 52220 - Agricultural Supplies										
786 - Richard's Small Engine, INC	605339	18-OPS additional snow thrower	Paid by EFT # 71184		03/03/2026	03/03/2026	03/13/2026		03/13/2026	799.20
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 1	<u>\$799.20</u>
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	623975	18-SYB Maint Building office door replacement-casing, caulking	Paid by EFT # 71060		03/03/2026	03/03/2026	03/13/2026		03/13/2026	18.16
4716 - Hoosier Floor Covering, INC-Carpets Plus Colortile	I-67341	18-OPS Tile repair adhesive, clear spread, coverbase nozzle	Paid by EFT # 71120		03/03/2026	03/03/2026	03/13/2026		03/13/2026	314.55
8658 - Kleindorfer's Hardware LLC	15717	18-1 box of screws 3"	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	52.21
8658 - Kleindorfer's Hardware LLC	17790	18-3 cam logs	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	17.97
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 4	<u>\$402.89</u>



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 189000 - Operations											
Account 52340 - Other Repairs and Maintenance											
294 - All-Phase Electric Supply, INC	0740-1033977	18-OPS Corn lamp bulb replacements for B-line	Paid by EFT # 71040		03/03/2026	03/03/2026	03/13/2026		03/13/2026	218.88	
409 - Black Lumber Co. INC	623888	18-OPS New door for Switchyard maintenance office	Paid by EFT # 71060		03/03/2026	03/03/2026	03/13/2026		03/13/2026	326.99	
8658 - Kleindorfer's Hardware LLC	17865	18-36 pc bit set, 21 pc drill bit, black silicone, scraper	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	64.86	
8658 - Kleindorfer's Hardware LLC	15407	18-7 furnace filters for Rosehill Office & Garage	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	18.83	
8658 - Kleindorfer's Hardware LLC	15867	18-rivet and rivet washers	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	9.28	
8658 - Kleindorfer's Hardware LLC	15815	18-hose clamps, 3 ft cable, ring terminals	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	26.22	
8658 - Kleindorfer's Hardware LLC	17894	18-8 casters, 1 box screws	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	31.44	
8658 - Kleindorfer's Hardware LLC	17318	18-5 pc bolt grip base set	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	41.99	
6262 - Koenig Equipment, INC	P55453	18-cable for Gator	Paid by EFT # 71140		03/03/2026	03/03/2026	03/13/2026		03/13/2026	62.19	
786 - Richard's Small Engine, INC	605332	18-OPS replacement fork assembly for Hustler mower	Paid by EFT # 71184		03/03/2026	03/03/2026	03/13/2026		03/13/2026	215.35	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	683361	18-spark plug, oil, 16 oz Motor Tune-Up	Paid by EFT # 71194		03/03/2026	03/03/2026	03/13/2026		03/13/2026	30.99	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	684040	18-battery for Gator	Paid by EFT # 71194		03/03/2026	03/03/2026	03/13/2026		03/13/2026	63.74	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	679571	18-battery, oil, STP oil treatment, htr hose/Cemetery Toro plow	Paid by EFT # 71194		03/03/2026	03/03/2026	03/13/2026		03/13/2026	168.01	
									Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 13	<u>\$1,278.77</u>
Account 52420 - Other Supplies											
818 - Everywhere Signs, LLC	68127	18-OPS Interpretive sign replacement for B-line	Paid by EFT # 71097		03/03/2026	03/03/2026	03/13/2026		03/13/2026	350.00	
8658 - Kleindorfer's Hardware LLC	15822	18-chip brush's, roller cover's, roller frame	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	11.14	
8658 - Kleindorfer's Hardware LLC	17698	18-nuts, bolts for Brown Wood signs	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	3.42	



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 189000 - Operations											
Account 52420 - Other Supplies											
8658 - Kleindorfer's Hardware LLC	17493	18-grinding block, Gorilla Adhesive	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	13.98	
8658 - Kleindorfer's Hardware LLC	17932	18-8 ft. orange ladder	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	167.99	
									Account 52420 - Other Supplies Totals	Invoice Transactions 5	<u>\$546.53</u>
Account 53510 - Electrical Services											
223 - Duke Energy	030426-ParkDukeA	18-P&R Various Facilities-elec chgs Jan-Feb 2026	Paid by Check # 81268		03/04/2026	03/04/2026	03/04/2026		03/04/2026	362.85	
223 - Duke Energy	030426-ParkDukeB	18-P&R Various Facilities-elec chgs-Jan-Feb 2026	Paid by Check # 81270		03/04/2026	03/04/2026	03/04/2026		03/04/2026	1,207.32	
223 - Duke Energy	030426-ParkDukeC	18-P&R Various Facilities-elec chgs Jan-Feb 2026	Paid by Check # 81269		03/04/2026	03/04/2026	03/04/2026		03/04/2026	272.53	
									Account 53510 - Electrical Services Totals	Invoice Transactions 3	<u>\$1,842.70</u>
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	4159-001 0126	18-Parks Water/Sewer chgs Jan 2026-Acct. #4159-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	1,402.18	
208 - City Of Bloomington Utilities	14187-001 0126	18-Parks Water/Sewer chgs Jan 2026-#14187-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	2,170.17	
208 - City Of Bloomington Utilities	39530-002 0126	18-Parks Water/Sewer chgs Jan 2026-Acct. #39530-002	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	61.32	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 3	<u>\$3,633.67</u>
Account 53950 - Landfill											
2260 - Republic Services, INC	0694-003991500	18-Parks Landfill OPS Center 02/01-02/28/26, Recycle 2/12/26	Edit		03/11/2026	03/11/2026	03/11/2026			1,515.86	
									Account 53950 - Landfill Totals	Invoice Transactions 1	<u>\$1,515.86</u>
Account 53990 - Other Services and Charges											
10033 - Matthew Bell (MB softwash DBA A&A Quick Pump	I7008	18-OPS Seminary Portalet servicing 1/20/26 -2/16/26	Paid by EFT # 71058		03/03/2026	03/03/2026	03/13/2026		03/13/2026	2,400.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$2,400.00</u>
									Program 189000 - Operations Totals	Invoice Transactions 34	<u>\$14,115.30</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 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 189006 - Switchyard Property											
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1X9F-MVRQ-RR9F	18-Hands Free Door Opener, Driveway Markers Switchyard Park	Paid by EFT # 71041		03/03/2026	03/03/2026	03/13/2026		03/13/2026	86.77	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NXX-341K-HTRR	18-(1) 9ct Hands Free Door Stoppers for Switchyard Park Maint.	Paid by EFT # 71041		03/03/2026	03/03/2026	03/13/2026		03/13/2026	13.99	
								Account 52420 - Other Supplies Totals		Invoice Transactions 2	<u>\$100.76</u>
Account 53510 - Electrical Services											
223 - Duke Energy	030426-ParkDukeA	18-P&R Various Facilities-elec chgs Jan-Feb 2026	Paid by Check # 81268		03/04/2026	03/04/2026	03/04/2026		03/04/2026	119.68	
223 - Duke Energy	030426-ParkDukeB	18-P&R Various Facilities-elec chgs-Jan-Feb 2026	Paid by Check # 81270		03/04/2026	03/04/2026	03/04/2026		03/04/2026	1,659.45	
223 - Duke Energy	030426-ParkDukeC	18-P&R Various Facilities-elec chgs Jan-Feb 2026	Paid by Check # 81269		03/04/2026	03/04/2026	03/04/2026		03/04/2026	1,825.97	
								Account 53510 - Electrical Services Totals		Invoice Transactions 3	<u>\$3,605.10</u>
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	39530-0020126	18-Parks Water/Sewer chgs Jan 2026-Acct. #39530-002	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	1,480.97	
								Account 53530 - Water and Sewer Totals		Invoice Transactions 1	<u>\$1,480.97</u>
								Program 189006 - Switchyard Property Totals		Invoice Transactions 6	<u>\$5,186.83</u>
Program 189400 - Hopewell											
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	39530-0020126	18-Parks Water/Sewer chgs Jan 2026-Acct. #39530-002	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	33.63	
								Account 53530 - Water and Sewer Totals		Invoice Transactions 1	<u>\$33.63</u>
								Program 189400 - Hopewell Totals		Invoice Transactions 1	<u>\$33.63</u>
Program 189500 - Urban Greenspace											
Account 52220 - Agricultural Supplies											
8658 - Kleindorfer's Hardware LLC	17598	18-50 lb Kentucky Bluegrass	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	179.99	
								Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1	<u>\$179.99</u>
Account 52340 - Other Repairs and Maintenance											
4461 - Tieman Tire Co, of Bloomington, INC	20038542	18 - UGS Greenworks UTV mount tires (4)	Paid by EFT # 71213		03/03/2026	03/03/2026	03/13/2026		03/13/2026	80.00	
								Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1	<u>\$80.00</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189500 - Urban Greenspace										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	15838	18-screw, nut, pegboard hook, toilet plunger	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	8.31
8658 - Kleindorfer's Hardware LLC	17580	18-screws, key ring, hasp	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	56.57
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$64.88</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0126	18-Parks Water/Sewer chgs Jan 2026-Acct. #4159-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	165.35
208 - City Of Bloomington Utilities	41294-001 0126	18-Parks Water/Sewer chgs Jan 2026-Acct. #41294-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	136.46
								Account 53530 - Water and Sewer Totals	Invoice Transactions 2	<u>\$301.81</u>
								Program 189500 - Urban Greenspace Totals	Invoice Transactions 6	<u>\$626.68</u>
Program 189501 - Cemeteries										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	184764	18-CEM supplies for new water line in Rose Hill Maint. Garage	Paid by Check # 81292		03/03/2026	03/03/2026	03/13/2026		03/13/2026	42.34
4574 - John Deere Financial f.s.b. (Rural King)	345802	18-CEM supplies for turo cab plow at Cemetery	Paid by Check # 81292		03/03/2026	03/03/2026	03/13/2026		03/13/2026	74.67
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$117.01</u>
Account 53510 - Electrical Services										
223 - Duke Energy	030426-ParkDukeA	18-P&R Various Facilities-elec chgs Jan-Feb 2026	Paid by Check # 81268		03/04/2026	03/04/2026	03/04/2026		03/04/2026	596.59
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$596.59</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001 0126	18-Parks Water/Sewer chgs Jan 2026-Acct. #41294-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	390.76
								Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$390.76</u>
								Program 189501 - Cemeteries Totals	Invoice Transactions 4	<u>\$1,104.36</u>
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	429719	18- UF Extension Cord, rope, Shelf brackets, driver set.	Paid by Check # 81292		03/03/2026	03/03/2026	03/13/2026		03/13/2026	107.45



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	17899	18-grinding wheel, epoxy, 3 in 1 oil	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	22.65
8658 - Kleindorfer's Hardware LLC	30660	18-five 4 1/2" cutting blades	Paid by EFT # 71139		03/03/2026	03/03/2026	03/13/2026		03/13/2026	24.95
786 - Richard's Small Engine, INC	605333	18- UF - x2 Chainsaw Bars	Paid by EFT # 71184		03/03/2026	03/03/2026	03/13/2026		03/13/2026	55.98
							Account 52420 - Other Supplies Totals		Invoice Transactions 4	<u>\$211.03</u>
							Program 189503 - Urban Forestry Totals		Invoice Transactions 4	<u>\$211.03</u>
							Department 18 - Parks & Recreation Totals		Invoice Transactions 126	<u>\$128,975.19</u>
							Fund 2204 - Park and Recreation - Operating Totals		Invoice Transactions 126	<u>\$128,975.19</u>
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
4504 - American National Red Cross	23125773	18- Staff CPR Training - 4 participants	Paid by EFT # 71042		03/03/2026	03/03/2026	03/13/2026		03/13/2026	168.00
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$168.00</u>
							Program 181001 - Health & Wellness Totals		Invoice Transactions 1	<u>\$168.00</u>
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	80-195343	18-FSC Concessions items - popcorn, pretzels-2/16	Paid by EFT # 71105		03/03/2026	03/03/2026	03/13/2026		03/13/2026	266.10
5819 - Synchrony Bank	1477	18-FSC Concessions Items Purchased 02-13 -26	Paid by Check # 81299		03/03/2026	03/03/2026	03/13/2026		03/13/2026	39.95
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 2	<u>\$306.05</u>
							Program 182501 - Frank Southern Center Concession Totals		Invoice Transactions 2	<u>\$306.05</u>
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	922246373	18 - Cascades Golf Hats (15)	Paid by Check # 81278		03/03/2026	03/03/2026	03/13/2026		03/13/2026	294.00
4072 - Acushnet Company	922255107	18 - Cascades Shirts, shorts, outerwear	Paid by Check # 81278		03/03/2026	03/03/2026	03/13/2026		03/13/2026	2,328.84
4072 - Acushnet Company	922255080	18 - Cascades Golf Bag	Paid by Check # 81278		03/03/2026	03/03/2026	03/13/2026		03/13/2026	163.66
4072 - Acushnet Company	922255108	18 - Cascades shorts (22)	Paid by Check # 81278		03/03/2026	03/03/2026	03/13/2026		03/13/2026	977.79
4072 - Acushnet Company	922282700	18 - Cascades Golf Shoes (53)	Paid by Check # 81278		03/03/2026	03/03/2026	03/13/2026		03/13/2026	4,841.10



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	922282701	18 - Cascades Golf Gloves (39)	Paid by Check # 81278		03/03/2026	03/03/2026	03/13/2026		03/13/2026	1,643.94
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1855489	18-Cascades-pushcart	Paid by Check # 81287		03/03/2026	03/03/2026	03/13/2026		03/13/2026	195.70
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1854880	18-Cascades-24 Towels	Paid by Check # 81287		03/03/2026	03/03/2026	03/13/2026		03/13/2026	288.99
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1854680	18-Cascades-96 Caddy Towels	Paid by Check # 81287		03/03/2026	03/03/2026	03/13/2026		03/13/2026	1,037.18
53619 - Ping, INC	2026100079710	18 - Cascades Golf Clubs	Paid by EFT # 71180		03/03/2026	03/03/2026	03/13/2026		03/13/2026	686.95
53619 - Ping, INC	2026100083308	18 - Cascades Golf Clubs	Paid by EFT # 71180		03/03/2026	03/03/2026	03/13/2026		03/13/2026	561.26
53619 - Ping, INC	2026100090677	18 - Cascades Golf Club	Paid by EFT # 71180		03/03/2026	03/03/2026	03/13/2026		03/13/2026	174.39
53619 - Ping, INC	2026100092100	18 - Cascades Golf Bag	Paid by EFT # 71180		03/03/2026	03/03/2026	03/13/2026		03/13/2026	134.90
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 13	<u>\$13,328.70</u>
							Program 183501 - Golf Course - Pro Shop Totals		Invoice Transactions 13	<u>\$13,328.70</u>
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	46031	18-TLRC Institutional Supplies-foaming cleaner	Paid by EFT # 71112		03/03/2026	03/03/2026	03/13/2026		03/13/2026	93.60
7663 - HB Warehouse LLC (Resource Services)	46285	18-TLRC-Institutional-paper towel, body wash, toilet tissue	Paid by EFT # 71112		03/03/2026	03/03/2026	03/13/2026		03/13/2026	874.90
5819 - Synchrony Bank	8968	18 - TLRC Facility Supplies - trash bags	Paid by Check # 81299		03/03/2026	03/03/2026	03/13/2026		03/13/2026	135.88
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 3	<u>\$1,104.38</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002 0126	18-Parks Water/Sewer chgs Jan 2026-Acct. #39530-002	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	1,023.89
							Account 53530 - Water and Sewer Totals		Invoice Transactions 1	<u>\$1,023.89</u>
Account 53610 - Building Repairs										
53657 - Plymate, INC	3403891	18 - TLRC Entry Mat Service 02-25-2026	Paid by EFT # 71181		03/03/2026	03/03/2026	03/13/2026		03/13/2026	82.38
							Account 53610 - Building Repairs Totals		Invoice Transactions 1	<u>\$82.38</u>



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53650 - Other Repairs										
392 - Koorsen Fire & Security, INC	IN01168024	18 - TLRC Annual Fire Alarm Test	Paid by EFT # 71141		03/03/2026	03/03/2026	03/13/2026		03/13/2026	1,595.00
							Account 53650 - Other Repairs Totals		Invoice Transactions 1	<u>1,595.00</u>
Account 54510 - Other Capital Outlays										
10078 - Sports Imports INC.	INV38705	18-Volleyaball standards, nets, pads, offic. stand	Paid by EFT # 71196		03/03/2026	03/03/2026	03/13/2026		03/13/2026	1,814.71
							Account 54510 - Other Capital Outlays Totals		Invoice Transactions 1	<u>1,814.71</u>
							Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 7	<u>\$5,620.36</u>
Program 185002 - TLRC-Health & Wellness										
Account 52420 - Other Supplies										
10078 - Sports Imports INC.	INV38705	18-Volleyaball standards, nets, pads, offic. stand	Paid by EFT # 71196		03/03/2026	03/03/2026	03/13/2026		03/13/2026	4,999.84
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$4,999.84</u>
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	021926	18-TLRC Fitness Specialist	Paid by EFT # 71054		03/03/2026	03/03/2026	03/13/2026		03/13/2026	70.00
9399 - Chloe Clift	022026	18-TLRC Fitness Specialist	Paid by EFT # 71077		03/03/2026	03/03/2026	03/13/2026		03/13/2026	93.75
9124 - Karin B Coopersmith	022026	18-TLRC Fitness Specialist	Paid by EFT # 71079		03/03/2026	03/03/2026	03/13/2026		03/13/2026	125.00
8370 - Alice M Day	021726	18-TLRC Fitness Specialist	Paid by EFT # 71083		03/03/2026	03/03/2026	03/13/2026		03/13/2026	62.50
5274 - Catherine T Gossett	021826	18-TLRC Fitness Specialist	Paid by EFT # 71108		03/03/2026	03/03/2026	03/13/2026		03/13/2026	140.00
8399 - Gustavus Alexis McLeod	021926	18-TLRC Fitness Specialist	Paid by EFT # 71149		03/03/2026	03/03/2026	03/13/2026		03/13/2026	125.00
9332 - Lauren Ashley Stein	021726	18-TLRC Fitness Specialist	Paid by EFT # 71200		03/03/2026	03/03/2026	03/13/2026		03/13/2026	62.50
8184 - Emily E Tally	021926	18-TLRC Fitness Specialist	Paid by EFT # 71206		03/03/2026	03/03/2026	03/13/2026		03/13/2026	62.50
9354 - Logan Thomas	021926	18-TLRC Fitness Specialist	Paid by EFT # 71211		03/03/2026	03/03/2026	03/13/2026		03/13/2026	84.00
9222 - Skyler Wildfong	021826	18-TLRC Fitness Specialist	Paid by EFT # 71227		03/03/2026	03/03/2026	03/13/2026		03/13/2026	62.50
							Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 10	<u>\$887.75</u>
							Program 185002 - TLRC-Health & Wellness Totals		Invoice Transactions 11	<u>\$5,887.59</u>



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Fund 2211 - Park Nonreverting Operating											
Department 18 - Parks & Recreation											
Program 185003 - TLRC-Basketball											
Account 52420 - Other Supplies											
4274 - Charles B Hensley (Midwest Youth Tournaments)	251	18-TLRC-BYB Season III Awards-131 medals, 110 plaques	Paid by EFT # 71114		03/03/2026	03/03/2026	03/13/2026		03/13/2026	1,013.75	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$1,013.75</u>
Account 53940 - Temporary Contractual Employee											
7184 - Larry Branam	022526	18-Basketball Official	Paid by EFT # 71068		03/03/2026	03/03/2026	03/13/2026		03/13/2026	225.00	
8414 - Scott Matthew Burton	022626	18-Basketball Official	Paid by EFT # 71071		03/03/2026	03/03/2026	03/13/2026		03/13/2026	200.00	
20105 - Brandon B Chambers	022626	18-Basketball Official	Paid by EFT # 71074		03/03/2026	03/03/2026	03/13/2026		03/13/2026	1,000.00	
10162 - Mathew Dibbern	022526	18-Basketball Official	Paid by EFT # 71085		03/03/2026	03/03/2026	03/13/2026		03/13/2026	100.00	
17565 - Michael B Hicks (Contractual)	022626	18-Basketball Official	Paid by EFT # 71116		03/03/2026	03/03/2026	03/13/2026		03/13/2026	175.00	
10243 - Terrence McGoldrick	021226	18-Basketball Official	Paid by EFT # 71148		03/03/2026	03/03/2026	03/13/2026		03/13/2026	175.00	
8862 - Gavin Muhlenkamp	022626	18-Basketball Official	Paid by EFT # 71162		03/03/2026	03/03/2026	03/13/2026		03/13/2026	300.00	
9714 - Nathan Rushing	022526	18-Basketball Official	Paid by EFT # 71189		03/03/2026	03/03/2026	03/13/2026		03/13/2026	100.00	
9167 - David E Stewart	022326	18-Basketball Official	Paid by EFT # 71202		03/03/2026	03/03/2026	03/13/2026		03/13/2026	150.00	
10247 - Matthew J Tuma	022626	18-Basketball Official	Paid by EFT # 71217		03/03/2026	03/03/2026	03/13/2026		03/13/2026	375.00	
8454 - David Lee Williams	022626	18-Basketball Official	Paid by EFT # 71228		03/03/2026	03/03/2026	03/13/2026		03/13/2026	175.00	
10246 - Maddux C Yohe	022526	18-Basketball Official	Paid by EFT # 71231		03/03/2026	03/03/2026	03/13/2026		03/13/2026	400.00	
									Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 12	<u>\$3,375.00</u>
									Program 185003 - TLRC-Basketball Totals	Invoice Transactions 13	<u>\$4,388.75</u>
Program 185006 - TLRC-Concessions											
Account 52230 - Garage and Motor Supplies											
8155 - PepsiCo Beverage Sales, LLC	58365307	18 - TLRC Concession Supplies 2-18-26	Paid by EFT # 71177		03/03/2026	03/03/2026	03/13/2026		03/13/2026	1,037.05	
									Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 1	<u>\$1,037.05</u>
Account 52330 - Street , Alley, and Sewer Material											
4099 - Gold Medal Products CO.	80-195346	18 - TLRC Concession Supplies 2-16-26	Paid by EFT # 71105		03/03/2026	03/03/2026	03/13/2026		03/13/2026	765.60	
5819 - Synchrony Bank	8969	18 - TLRC Concession Supplies 2-24-26	Paid by Check # 81299		03/03/2026	03/03/2026	03/13/2026		03/13/2026	144.76	



Board of Park Commissioners Claim Register

Invoice Date Range 02/28/26 - 03/13/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	8327	18 - TLRC Concession Supplies 2-16-26	Paid by Check # 81299		03/03/2026	03/03/2026	03/13/2026		03/13/2026	117.84
5819 - Synchrony Bank	2301	18 - TLRC Concession Supplies 3-2-26	Paid by Check # 81299		03/03/2026	03/03/2026	03/13/2026		03/13/2026	253.04
21145 - Sysco USA III, LLC	438834666	18 - TLRC Concession Supplies 2-18-26	Paid by EFT # 71205		03/03/2026	03/03/2026	03/13/2026		03/13/2026	820.60
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 5	<u>\$2,101.84</u>
							Program 185006 - TLRC-Concessions Totals		Invoice Transactions 6	<u>\$3,138.89</u>
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
9407 - Derek J Navardauskas	20260228	18- DJ Performance on Feb. 28 for Sip & Skate at Ice Arena	Paid by EFT # 71167		03/03/2026	03/03/2026	03/13/2026		03/13/2026	300.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$300.00</u>
							Program 186500 - Community Events Totals		Invoice Transactions 1	<u>\$300.00</u>
Program 186503 - Community Events-Farmers' Market										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001 0126	18-Parks Water/Sewer chgs Jan 2026-Acct. #41294-001	Paid by Check # 81263		03/04/2026	03/04/2026	03/04/2026		03/04/2026	11.21
							Account 53530 - Water and Sewer Totals		Invoice Transactions 1	<u>\$11.21</u>
							Program 186503 - Community Events-Farmers' Market Totals		Invoice Transactions 1	<u>\$11.21</u>
Program 189000 - Operations										
Account 52310 - Building Materials and Supplies										
818 - Everywhere Signs, LLC	68184	18-Browns Woods "Temp Closed" signs x 3	Paid by EFT # 71097		03/03/2026	03/03/2026	03/13/2026		03/13/2026	135.00
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1	<u>\$135.00</u>
							Program 189000 - Operations Totals		Invoice Transactions 1	<u>\$135.00</u>
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
10220 - Chesta CO INC	C260113	18 -SYP (12) Bollard Sox	Paid by EFT # 71075		03/03/2026	03/03/2026	03/13/2026		03/13/2026	385.72
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$385.72</u>
Account 53990 - Other Services and Charges										
9951 - Marvel Lighting, LLC	25-4884	18-SYP Additional Lighting Installation-24 new lights	Paid by EFT # 71147		03/03/2026	03/03/2026	03/13/2026		03/13/2026	61,235.94
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$61,235.94</u>
							Program 189006 - Switchyard Property Totals		Invoice Transactions 2	<u>\$61,621.66</u>



Board of Park Commissioners Claim Register

Invoice Date Range 02/28/26 - 03/13/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	64991	18-UF - Memorial Tree Plaques x8	Paid by EFT # 71097		03/03/2026	03/03/2026	03/13/2026		03/13/2026	3,760.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$3,760.00</u>
								Program 189503 - Urban Forestry Totals	Invoice Transactions 1	<u>\$3,760.00</u>
Program G21015 - 2021-2024 Leonard Sp Nature Days										
Account 52420 - Other Supplies										
4489 - J.L. Waters & Company, INC	21826001	18 - Leonard Springs Nature Days Wetlands bags	Paid by Check # 81291		03/03/2026	03/03/2026	03/13/2026		03/13/2026	136.01
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$136.01</u>
								Program G21015 - 2021-2024 Leonard Sp Nature Days Totals	Invoice Transactions 1	<u>\$136.01</u>
Program G24016 - Leonard Sprg Nature Days 2024-27										
Account 52420 - Other Supplies										
4489 - J.L. Waters & Company, INC	21826001	18 - Leonard Springs Nature Days Wetlands bags	Paid by Check # 81291		03/03/2026	03/03/2026	03/13/2026		03/13/2026	533.79
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$533.79</u>
								Program G24016 - Leonard Sprg Nature Days 2024-27 Totals	Invoice Transactions 1	<u>\$533.79</u>
Program G24033 - CoB Storm Resilience Plan										
Account 53990 - Other Services and Charges										
3735 - Bluestone Tree, INC.	16600	18-Uf Storm resilience plan phase 1 - pruning	Paid by EFT # 71066		03/03/2026	03/03/2026	03/13/2026		03/13/2026	25,000.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$25,000.00</u>
								Program G24033 - CoB Storm Resilience Plan Totals	Invoice Transactions 1	<u>\$25,000.00</u>
Program G25008 - 2025/26 MCCSC Age Care 21st Cent										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1776-CMMV-G71F	18-Slap Bracelets, Printer Toner, Pens for Banneker Afterschool	Paid by EFT # 71041		03/03/2026	03/03/2026	03/13/2026		03/13/2026	352.92
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$352.92</u>
								Program G25008 - 2025/26 MCCSC Age Care 21st Cent Totals	Invoice Transactions 1	<u>\$352.92</u>
								Department 18 - Parks & Recreation Totals	Invoice Transactions 63	<u>\$124,688.93</u>
								Fund 2211 - Park Nonreverting Operating Totals	Invoice Transactions 63	<u>\$124,688.93</u>



Board of Park Commissioners Claim Register

Invoice Date Range 02/28/26 - 03/13/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4655 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
10045 - LandWorx Engineering, LLC	2335	18-RCA Park Stormwater Detention Facility Design 01/23-02/22/26	Paid by EFT # 71142		03/03/2026	03/03/2026	03/13/2026		03/13/2026	3,543.75
10149 - Universal One Corporation	INVM-031505	18-Glow Stone Powerline Trail 2nd Progress Payment	Paid by Check # 81302		03/03/2026	03/03/2026	03/13/2026		03/13/2026	19,091.00
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions 2		<u>\$22,634.75</u>
							Program 18018A - 7th St Green Way, RCA Power Line Totals	Invoice Transactions 2		<u>\$22,634.75</u>
							Department 18 - Parks & Recreation Totals	Invoice Transactions 2		<u>\$22,634.75</u>
							Fund 4655 - 2018 BicentennialBnd Prcd900030 Totals	Invoice Transactions 2		<u>\$22,634.75</u>
Fund 4665 - Parks GO Bonds 2022										
Department 18 - Parks & Recreation										
Program 180000 - Main										
Account 54510 - Other Capital Outlays										
399 - American Structurepoint, INC	200756	07 - 2nd St PBL-CE 12/01/25-12/31/25	Paid by EFT # 71043		03/03/2026	03/03/2026	03/13/2026		03/13/2026	1,437.32
399 - American Structurepoint, INC	201411	07 - 2nd St PBL-CE 01/01/26-01/31/26	Paid by EFT # 71043		03/03/2026	03/03/2026	03/13/2026		03/13/2026	6,493.50
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions 2		<u>\$7,930.82</u>
							Program 180000 - Main Totals	Invoice Transactions 2		<u>\$7,930.82</u>
							Department 18 - Parks & Recreation Totals	Invoice Transactions 2		<u>\$7,930.82</u>
							Fund 4665 - Parks GO Bonds 2022 Totals	Invoice Transactions 2		<u>\$7,930.82</u>
							Grand Totals	Invoice Transactions 193		<u>\$284,229.69</u>

REGISTER OF CLAIMS
Board of Park Commissioners Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
03/27/26	Claims				\$218,807.69
					<u>\$218,807.69</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 \$218,807.69 3/27/2026

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 03/14/26 - 03/27/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 181000 - Administration											
Account 52110 - Office Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VQT-113D-9TXJ	18-Projector Screen, Chair Mat, Cubicle Hooks for Parks Admin	Paid by EFT # 71262		03/17/2026	03/17/2026	03/27/2026		03/27/2026	47.46	
									Account 52110 - Office Supplies Totals	Invoice Transactions 1	<u>47.46</u>
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VQT-113D-9TXJ	18-Projector Screen, Chair Mat, Cubicle Hooks for Parks Admin	Paid by EFT # 71262		03/17/2026	03/17/2026	03/27/2026		03/27/2026	119.69	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>119.69</u>
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	OQRtRA46	18-Google Form Approvals Workflow Yearly Subscription	Paid by Check # 81307		03/18/2026	03/18/2026	03/18/2026		03/18/2026	96.00	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>96.00</u>
									Program 181000 - Administration Totals	Invoice Transactions 3	<u>\$263.15</u>
Program 181100 - Marketing											
Account 53210 - Telephone											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1637-LWF4-CCNV	18-cell phone charger & protective case Digital Content Coord	Paid by EFT # 71262		03/17/2026	03/17/2026	03/27/2026		03/27/2026	104.84	
									Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$104.84</u>
Account 53220 - Postage											
7815 - A&M Graphics (Baugh Fine Print and Mailing)	45642M	18-2026 Griffy Lake Prescribed Fire EDDM #2,380	Paid by EFT # 71258		03/17/2026	03/17/2026	03/27/2026		03/27/2026	816.12	
									Account 53220 - Postage Totals	Invoice Transactions 1	<u>\$816.12</u>
Account 53310 - Printing											
818 - Everywhere Signs, LLC	68181	18-Interp sign replacement Graham Motor Sales #1	Paid by EFT # 71326		03/17/2026	03/17/2026	03/27/2026		03/27/2026	300.00	
818 - Everywhere Signs, LLC	68182	18-Farmers' Market banners for Showers Common 60" x 30" #5	Paid by EFT # 71326		03/17/2026	03/17/2026	03/27/2026		03/27/2026	950.00	
									Account 53310 - Printing Totals	Invoice Transactions 2	<u>\$1,250.00</u>
Account 53320 - Advertising											
9314 - RRS II Media LLC (Mail Pak Magazine)	66582-R	18-Kid City 2026 Summer Camp ad in March issue	Paid by EFT # 71419		03/17/2026	03/17/2026	03/27/2026		03/27/2026	1,125.00	
9241 - USA TODAY FKA Gannett Media Corp (Legal Ads)	0007588275	18-Feb 2026 display ads and classifieds	Paid by EFT # 71452		03/17/2026	03/17/2026	03/27/2026		03/27/2026	1,286.20	
									Account 53320 - Advertising Totals	Invoice Transactions 2	<u>\$2,411.20</u>



Board of Park Commissioners Claim Register

Invoice Date Range 03/14/26 - 03/27/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53910 - Dues and Subscriptions										
4413 - Constant Contact INC	1142303058447.01	18-Premium email Account for Parks, one year	Paid by EFT # 71303		03/17/2026	03/17/2026	03/27/2026		03/27/2026	2,940.00
							Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1		<u>\$2,940.00</u>
							Program 181100 - Marketing Totals	Invoice Transactions 7		<u>\$7,522.16</u>
Program 182001 - Aquatics - Bryan Pool										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887470-8031126	18- Natural Gas Bryan Pool 02/06/26-03/05/26	Paid by Check # 81332		03/18/2026	03/18/2026	03/18/2026		03/18/2026	48.77
							Account 53540 - Natural Gas Totals	Invoice Transactions 1		<u>\$48.77</u>
							Program 182001 - Aquatics - Bryan Pool Totals	Invoice Transactions 1		<u>\$48.77</u>
Program 182002 - Aquatics - Mills Pool										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12922468-9030626	18-Natural Gas Mills-1100 W. 14th St - 02/03/26-03/02/26	Paid by Check # 81332		03/18/2026	03/18/2026	03/18/2026		03/18/2026	48.77
							Account 53540 - Natural Gas Totals	Invoice Transactions 1		<u>\$48.77</u>
							Program 182002 - Aquatics - Mills Pool Totals	Invoice Transactions 1		<u>\$48.77</u>
Program 182500 - Frank Southern Center										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887460-9031126	18- Natural Gas FSC 02/06/26-03/05/26	Paid by Check # 81332		03/18/2026	03/18/2026	03/18/2026		03/18/2026	1,115.74
							Account 53540 - Natural Gas Totals	Invoice Transactions 1		<u>\$1,115.74</u>
Account 53730 - Machinery and Equipment Rental										
9501 - CTM Services, INC	016410	18-Zamboni leasing 2/27/26-03/27/26	Paid by EFT # 71306		03/17/2026	03/17/2026	03/27/2026		03/27/2026	2,950.00
							Account 53730 - Machinery and Equipment Rental Totals	Invoice Transactions 1		<u>\$2,950.00</u>
Account 53910 - Dues and Subscriptions										
912 - Central Security Systems, INC	559504	18-FSC Ammonia Alarm Monitoring 04/01/26-6/30/26	Paid by EFT # 71296		03/17/2026	03/17/2026	03/27/2026		03/27/2026	105.00
3560 - First Financial Bank / Credit Cards	160677081	18-FSC-C Hamric-Dynamic Media Streaming Music Service	Paid by Check # 81307		03/18/2026	03/18/2026	03/18/2026		03/18/2026	80.85
							Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 2		<u>\$185.85</u>



Board of Park Commissioners Claim Register

Invoice Date Range 03/14/26 - 03/27/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	7241	18-FSC Cleaning (SA) February 2026 (2/9 & 2/23)	Paid by EFT # 71316		03/17/2026	03/17/2026	03/27/2026		03/27/2026	400.00
							Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 1	<u>\$400.00</u>
							Program 182500 - Frank Southern Center Totals		Invoice Transactions 5	<u>\$4,651.59</u>
Program 183500 - Golf Services										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	3729	18 - Cascades Cleaning supplies, bathroom supplies	Paid by Check # 81351		03/17/2026	03/17/2026	03/27/2026		03/27/2026	535.51
5819 - Synchrony Bank	000000 GWNXLC	18 - Cascades Floor Mats	Paid by Check # 81351		03/17/2026	03/17/2026	03/27/2026		03/27/2026	72.57
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 2	<u>\$608.08</u>
Account 52220 - Agricultural Supplies										
4458 - SiteOne Landscape Supply Holding, LLC	160042852-001	18 - Cascades Fungicide, Fertilizer	Paid by EFT # 71426		03/17/2026	03/17/2026	03/27/2026		03/27/2026	1,960.37
4458 - SiteOne Landscape Supply Holding, LLC	160042476-001	18 - Cascades insecticides, fungicide	Paid by EFT # 71426		03/17/2026	03/17/2026	03/27/2026		03/27/2026	3,299.00
4458 - SiteOne Landscape Supply Holding, LLC	160042644-001	18 - Cascades - wetting agents-12/11/25	Paid by EFT # 71426		03/17/2026	03/17/2026	03/27/2026		03/27/2026	5,263.00
4458 - SiteOne Landscape Supply Holding, LLC	162669861-001	18 - Cascades Safety Glasses	Paid by EFT # 71426		03/17/2026	03/17/2026	03/27/2026		03/27/2026	181.07
							Account 52220 - Agricultural Supplies Totals		Invoice Transactions 4	<u>\$10,703.44</u>
Account 52230 - Garage and Motor Supplies										
4140 - Interstate All Battery Center of Bloomington, INC	1903302016571	18 - Cascades Batteries for mowers	Paid by EFT # 71362		03/17/2026	03/17/2026	03/27/2026		03/27/2026	341.98
4574 - John Deere Financial f.s.b. (Rural King)	434914	18 - Cascades Air Filters	Paid by Check # 81344		03/17/2026	03/17/2026	03/27/2026		03/27/2026	51.98
476 - Southern Indiana Parts, INC (Napa Auto Parts)	685636	18 - Cascades Air Filters	Paid by EFT # 71428		03/17/2026	03/17/2026	03/27/2026		03/27/2026	142.12
							Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 3	<u>\$536.08</u>
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3187341657	18 - Cascades Propane for Maint Barn (376.4 gal)	Paid by EFT # 71266		03/17/2026	03/17/2026	03/27/2026		03/27/2026	2,631.62
							Account 52240 - Fuel and Oil Totals		Invoice Transactions 1	<u>\$2,631.62</u>



Board of Park Commissioners Claim Register

Invoice Date Range 03/14/26 - 03/27/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52340 - Other Repairs and Maintenance										
6410 - R&R Products, INC	CD3124374	18 - Cascades Hydraulic cylinder, ball joints, grooved roller	Paid by EFT # 71411		03/17/2026	03/17/2026	03/27/2026		03/27/2026	1,943.50
								Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 1	<u>\$1,943.50</u>
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	17961	18 - Cascades Grill Covers	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	21.38
8658 - Kleindorfer's Hardware LLC	16755	18 - Cascades hose, rope, valves, screws	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	76.54
8658 - Kleindorfer's Hardware LLC	18005	18 - Cascades screws, U bolts	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	13.10
								Account 52420 - Other Supplies Totals	Invoice Transactions 3	<u>\$111.02</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12947349-2030626	18-Natural Gas Cascades Golf Course - 02/03/26-03/02/26	Paid by Check # 81332		03/18/2026	03/18/2026	03/18/2026		03/18/2026	88.30
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$88.30</u>
Account 53610 - Building Repairs										
293 - J&S Locksmith Shop, INC	272227	18 - Cascades - service call to fix lock	Paid by EFT # 71367		03/17/2026	03/17/2026	03/27/2026		03/27/2026	135.00
								Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>\$135.00</u>
Account 53990 - Other Services and Charges										
204 - State Of Indiana	7597638	18- Three background checks for temp employees	Paid by Check # 81350		03/17/2026	03/17/2026	03/27/2026		03/27/2026	30.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$30.00</u>
								Program 183500 - Golf Services Totals	Invoice Transactions 17	<u>\$16,787.04</u>
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	14Q9-CPK7-GVVM	18-Clorox Disinfectant Spray Bottles & Poster Protectors NatRes	Paid by EFT # 71262		03/17/2026	03/17/2026	03/27/2026		03/27/2026	34.97
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>\$34.97</u>
Account 52220 - Agricultural Supplies										
8658 - Kleindorfer's Hardware LLC	17991	18-2 bags annual rye, 1 bag oats	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	171.00
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 1	<u>\$171.00</u>



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 184000 - Natural Resources											
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	14Q9-CPK7- GVVM	18-Clorox Disinfectant Spray Bottles & Poster Protectors NatRes	Paid by EFT # 71262		03/17/2026	03/17/2026	03/27/2026		03/27/2026	102.98	
8658 - Kleindorfer's Hardware LLC	17042	18-scissors, rubbing alcohol	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	14.46	
									Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$117.44</u>
Account 53310 - Printing											
818 - Everywhere Signs, LLC	68194	18-Bee City USA sign 25" x 25" .080 & hardware #1	Paid by EFT # 71326		03/17/2026	03/17/2026	03/27/2026		03/27/2026	205.00	
9148 - Office Easel LLC	3345	18-Griffy Lake Open feather flag medium Zoom Flex #1	Paid by EFT # 71399		03/17/2026	03/17/2026	03/27/2026		03/27/2026	282.84	
									Account 53310 - Printing Totals	Invoice Transactions 2	<u>\$487.84</u>
Account 53910 - Dues and Subscriptions											
204 - State Of Indiana	7597638	18- Three background checks for temp employees	Paid by Check # 81350		03/17/2026	03/17/2026	03/27/2026		03/27/2026	15.00	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$15.00</u>
Account 53920 - Laundry and Other Sanitation Services											
4175 - The Stables Events, LLC (Izzy's Rentals)	25329	18-OPS/Wapahani Weekly Serv-Feb 2026- RCA Park Jan 26- Replacement	Paid by EFT # 71443		03/17/2026	03/17/2026	03/27/2026		03/27/2026	20.00	
									Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 1	<u>\$20.00</u>
									Program 184000 - Natural Resources Totals	Invoice Transactions 8	<u>\$846.25</u>
Program 184500 - Youth Services -Juke Box											
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983827- 2030626	15-College Sq-200 S. College-gas bill 02/03/26-03/02/26	Paid by Check # 81332		03/18/2026	03/18/2026	03/18/2026		03/18/2026	242.00	
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983821- 5031126	18- Natural Gas AJB 02/06/26-03/05/26	Paid by Check # 81332		03/18/2026	03/18/2026	03/18/2026		03/18/2026	184.15	
									Account 53540 - Natural Gas Totals	Invoice Transactions 2	<u>\$426.15</u>
									Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 2	<u>\$426.15</u>
Program 186500 - Community Events											
Account 52420 - Other Supplies											
8658 - Kleindorfer's Hardware LLC	16612	18-tube sand	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	8.50	



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	2550	18 - Card stock	Paid by Check # 81351		03/17/2026	03/17/2026	03/27/2026		03/27/2026	27.94
							Account 52420 - Other Supplies Totals	Invoice Transactions 2		<u>\$36.44</u>
							Program 186500 - Community Events Totals	Invoice Transactions 2		<u>\$36.44</u>
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	626074	18-Community Gardens-4 bundles of grade stakes	Paid by EFT # 71277		03/17/2026	03/17/2026	03/27/2026		03/27/2026	51.16
2689 - Greendell Landscape Solutions, INC	0025316444-001	18- pallet of bagged compost for Community Gardens	Paid by EFT # 71339		03/17/2026	03/17/2026	03/27/2026		03/27/2026	205.00
							Account 52420 - Other Supplies Totals	Invoice Transactions 2		<u>\$256.16</u>
							Program 186502 - Community Events-Gardens Totals	Invoice Transactions 2		<u>\$256.16</u>
Program 187202 - Youth Sports-Winslow										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	16713	18-SS spring snap	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	14.99
8658 - Kleindorfer's Hardware LLC	17371	18-12" clear cables ties, 12" black cable ties	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	11.48
							Account 52420 - Other Supplies Totals	Invoice Transactions 2		<u>\$26.47</u>
							Program 187202 - Youth Sports-Winslow Totals	Invoice Transactions 2		<u>\$26.47</u>
Program 187500 - Banneker										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	2343	18-Banneker-supplies; paper towels, wipes, Lysol, tape	Paid by Check # 81351		03/17/2026	03/17/2026	03/27/2026		03/27/2026	129.62
							Account 52210 - Institutional Supplies Totals	Invoice Transactions 1		<u>\$129.62</u>
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	17311	18 -Banneker-material for steps-hitch pins, bolts, cable	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	21.66
8658 - Kleindorfer's Hardware LLC	16445	18-joint compound, joint knife, drywall screws-drywall repair	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	22.37
							Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 2		<u>\$44.03</u>



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 187500 - Banneker											
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KC9-GXKT-LGYV	18-Popcorn Bags, Stamps, Bracelets Cords for Banneker Carnival	Paid by EFT # 71262		03/17/2026	03/17/2026	03/27/2026		03/27/2026	170.44	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>170.44</u>
Account 53140 - Exterminator Services											
9254 - Rentokil North American INC (Terminix Commercial)	91844149	18 -Banneker Green Pest Control 2-2-2026	Paid by Check # 81348		03/17/2026	03/17/2026	03/27/2026		03/27/2026	91.56	
									Account 53140 - Exterminator Services Totals	Invoice Transactions 1	<u>91.56</u>
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12989797-1030626	18-Natural Gas Banneker-02/03/26-03/02/26	Paid by Check # 81332		03/18/2026	03/18/2026	03/18/2026		03/18/2026	392.93	
									Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>392.93</u>
Account 53610 - Building Repairs											
392 - Koorsen Fire & Security, INC	IN01167217	18-Banneker Building maint-backflow inspec/sprinkler repair	Paid by EFT # 71376		03/17/2026	03/17/2026	03/27/2026		03/27/2026	2,793.95	
									Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>\$2,793.95</u>
									Program 187500 - Banneker Totals	Invoice Transactions 7	<u>\$3,622.53</u>
Program 189000 - Operations											
Account 52210 - Institutional Supplies											
1029 - Cintas First Aid & Safety #2	5320887904	18-OPS Cintas first aid cabinet refill 2-27-26	Paid by EFT # 71299		03/17/2026	03/17/2026	03/27/2026		03/27/2026	135.71	
12346 - Global Equipment CO., INC (Global Industrial)	124140246	18-OPS (16) secure sharps container inserts (yellow)	Paid by EFT # 71333		03/17/2026	03/17/2026	03/27/2026		03/27/2026	369.55	
									Account 52210 - Institutional Supplies Totals	Invoice Transactions 2	<u>\$505.26</u>
Account 52230 - Garage and Motor Supplies											
4574 - John Deere Financial f.s.b. (Rural King)	432196	18-two turf tires, LED shop lights	Paid by Check # 81344		03/17/2026	03/17/2026	03/27/2026		03/27/2026	164.96	
6262 - Koenig Equipment, INC	P55494	18-OPS brakes, filters and oil for OPS Gator	Paid by EFT # 71374		03/17/2026	03/17/2026	03/27/2026		03/27/2026	715.82	
									Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 2	<u>\$880.78</u>
Account 52240 - Fuel and Oil											
3560 - First Financial Bank / Credit Cards	20898431	18-EVConnect-CH Pkg Lot-Elec charge Ops Director 2-10-26	Paid by Check # 81307		03/18/2026	03/18/2026	03/18/2026		03/18/2026	11.28	



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 189000 - Operations											
Account 52240 - Fuel and Oil											
3560 - First Financial Bank / Credit Cards	21011746	18-EVConnect-CH Pkg Lot-Elec charge Ops Director 2-16-26	Paid by Check # 81307		03/18/2026	03/18/2026	03/18/2026		03/18/2026	13.76	
3560 - First Financial Bank / Credit Cards	21157451	18-EVConnect-CH Pkg Lot-Elec charge Ops Director 2-24-26	Paid by Check # 81307		03/18/2026	03/18/2026	03/18/2026		03/18/2026	10.54	
3560 - First Financial Bank / Credit Cards	20686599	18-EVConnect-CH Pkg Lot-Elec charge Ops Director 1-30-26	Paid by Check # 81307		03/18/2026	03/18/2026	03/18/2026		03/18/2026	6.87	
3560 - First Financial Bank / Credit Cards	20783552	18-EVConnect-CH Pkg Lot-Elec charge Ops Director 2-4-26	Paid by Check # 81307		03/18/2026	03/18/2026	03/18/2026		03/18/2026	10.43	
3560 - First Financial Bank / Credit Cards	20878371	18-EVConnect-CH Pkg Lot-Elec charge Ops Director 2-9-26	Paid by Check # 81307		03/18/2026	03/18/2026	03/18/2026		03/18/2026	11.07	
									Account 52240 - Fuel and Oil Totals	Invoice Transactions 6	\$63.95
Account 52310 - Building Materials and Supplies											
409 - Black Lumber Co. INC	625674	18-wall cabinets for breakroom	Paid by EFT # 71277		03/17/2026	03/17/2026	03/27/2026		03/27/2026	138.00	
409 - Black Lumber Co. INC	625625	18-sandpaper	Paid by EFT # 71277		03/17/2026	03/17/2026	03/27/2026		03/27/2026	3.99	
409 - Black Lumber Co. INC	625278	18-OPS material to replace split rail fence-treated lumber (160)	Paid by EFT # 71277		03/17/2026	03/17/2026	03/27/2026		03/27/2026	2,176.00	
409 - Black Lumber Co. INC	625778	18-steel & demo demon set, lumber	Paid by EFT # 71277		03/17/2026	03/17/2026	03/27/2026		03/27/2026	30.76	
409 - Black Lumber Co. INC	625856	18-lumber for sideboards on 878	Paid by EFT # 71277		03/17/2026	03/17/2026	03/27/2026		03/27/2026	66.90	
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 5	\$2,415.65
Account 52340 - Other Repairs and Maintenance											
50594 - Barry Company, INC	166311	18-closet and urinal diaphragm kits	Paid by EFT # 71275		03/17/2026	03/17/2026	03/27/2026		03/27/2026	223.34	
8658 - Kleindorfer's Hardware LLC	16447	18-polyurethane, brush	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	45.48	
8658 - Kleindorfer's Hardware LLC	17158	18-tapcon(10), hammer bit, drill bit	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	18.08	
8658 - Kleindorfer's Hardware LLC	16536	18-60W light bulbs	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	13.58	
8658 - Kleindorfer's Hardware LLC	17501	18-canned air, Scotchbrite scrubber	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	20.77	
8658 - Kleindorfer's Hardware LLC	17993	18-drill bits	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	6.60	



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 189000 - Operations											
Account 52340 - Other Repairs and Maintenance											
8658 - Kleindorfer's Hardware LLC	16367	18-1 box bolts, 1 box nuts	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	30.40	
8658 - Kleindorfer's Hardware LLC	16610	18-sledge handle, 4 lb hammer	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	32.98	
8658 - Kleindorfer's Hardware LLC	16854	18-paint brush, spray paint	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	15.37	
6262 - Koenig Equipment, INC	P55291	18-OPS 12" Bucket for John Deere Mini Excavators	Paid by EFT # 71374		03/17/2026	03/17/2026	03/27/2026		03/27/2026	1,319.00	
								Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 10	\$1,725.60
Account 52420 - Other Supplies											
4680 - Central Indiana Hardware Co., INC	7419891	18-OPS (20) best Keys - AA8	Paid by EFT # 71294		03/17/2026	03/17/2026	03/27/2026		03/27/2026	164.60	
313 - Fastenal Company	INBLM241518	18-OPS-vending machine-gloves, batteries, tape Feb 2026	Paid by EFT # 71329		03/17/2026	03/17/2026	03/27/2026		03/27/2026	189.60	
								Account 52420 - Other Supplies Totals		Invoice Transactions 2	\$354.20
Account 53160 - Instruction											
3560 - First Financial Bank / Credit Cards	R-00000062	18-Rebecca Swift City Park Alliance Annual Membership	Paid by Check # 81307		03/18/2026	03/18/2026	03/18/2026		03/18/2026	250.00	
3560 - First Financial Bank / Credit Cards	2.9.26 G&G 2026	18-Rebecca Swift City Parks Alliance Conference Regist.	Paid by Check # 81307		03/18/2026	03/18/2026	03/18/2026		03/18/2026	825.00	
								Account 53160 - Instruction Totals		Invoice Transactions 2	\$1,075.00
Account 53230 - Travel											
3560 - First Financial Bank / Credit Cards	CDBNUI	18-Southwest-flight-Swift-TX-Greater/Greener Conf-6/11-6/16	Paid by Check # 81307		03/18/2026	03/18/2026	03/18/2026		03/18/2026	486.80	
								Account 53230 - Travel Totals		Invoice Transactions 1	\$486.80
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888106-7030426	18-Natural Gas Rose Hill 2- 01/30/26-02/26/26	Paid by Check # 81332		03/18/2026	03/18/2026	03/18/2026		03/18/2026	285.99	
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888179-4031126	18- Natural Gas OPS SYP Maintenance 02/06/26-03/05/26	Paid by Check # 81332		03/18/2026	03/18/2026	03/18/2026		03/18/2026	213.13	
								Account 53540 - Natural Gas Totals		Invoice Transactions 2	\$499.12



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 189000 - Operations											
Account 53650 - Other Repairs											
1537 - Indiana Door & Hardware Specialties, INC	140276AA	18-OPS replacement of lock when key broke off inside-2/24	Paid by Check # 81340		03/17/2026	03/17/2026	03/27/2026		03/27/2026	431.00	
								Account 53650 - Other Repairs Totals		Invoice Transactions 1	<u>431.00</u>
Account 53920 - Laundry and Other Sanitation Services											
53657 - Plymate, INC	3405447	18-OPS Service for floor mats at Adams St. 3/6/26	Paid by EFT # 71406		03/17/2026	03/17/2026	03/27/2026		03/27/2026	28.26	
53657 - Plymate, INC	3405446	18-OPS Service for floor mats at Rose Hill 3/4/26	Paid by EFT # 71406		03/17/2026	03/17/2026	03/27/2026		03/27/2026	25.52	
4175 - The Stables Events, LLC (Izzy's Rentals)	25329	18-OPS/Wapahani Weekly Serv-Feb 2026-RCA Park Jan 26- Replacement	Paid by EFT # 71443		03/17/2026	03/17/2026	03/27/2026		03/27/2026	870.00	
								Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 3	<u>923.78</u>
Account 53950 - Landfill											
52226 - Hoosier Transfer Station-3140	3140-000025175	18-OPS disposal fee for RCA Fence-2/16/26	Paid by EFT # 71350		03/17/2026	03/17/2026	03/27/2026		03/27/2026	37.34	
								Account 53950 - Landfill Totals		Invoice Transactions 1	<u>37.34</u>
Account 53990 - Other Services and Charges											
1029 - Cintas First Aid & Safety #2	9361704057	18-OPS service for Eyewash at Switchyard Maintenance Bldg 2-28-26	Paid by EFT # 71299		03/17/2026	03/17/2026	03/27/2026		03/27/2026	99.00	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>99.00</u>
Account 54310 - Improvements Other Than Building											
19278 - Milestone Contractors, LP	MILRAILROG-APP 6	18-Rail Trail Rogers St Crossing 2/28/26, 255056-4 App 6	Paid by EFT # 71389		03/17/2026	03/17/2026	03/27/2026		03/27/2026	20,756.90	
								Account 54310 - Improvements Other Than Building Totals		Invoice Transactions 1	<u>20,756.90</u>
Program 189000 - Operations Totals										Invoice Transactions 39	<u>\$30,254.38</u>
Program 189006 - Switchyard Property											
Account 52220 - Agricultural Supplies											
4574 - John Deere Financial f.s.b. (Rural King)	350769	18 -SYP straw and turf mix for dog park	Paid by Check # 81344		03/17/2026	03/17/2026	03/27/2026		03/27/2026	279.96	
								Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1	<u>279.96</u>
Account 52230 - Garage and Motor Supplies											
4574 - John Deere Financial f.s.b. (Rural King)	349116	18- SYP (2) RX Vision Blades	Paid by Check # 81344		03/17/2026	03/17/2026	03/27/2026		03/27/2026	43.98	
								Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 1	<u>43.98</u>



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 189006 - Switchyard Property											
Account 52310 - Building Materials and Supplies											
8658 - Kleindorfer's Hardware LLC	15862	18- SYP 3/4" velcro strips	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	70.47	
8658 - Kleindorfer's Hardware LLC	16434	18- SYP (2) China Pencil	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	1.68	
8658 - Kleindorfer's Hardware LLC	17194	18 -SYP Painting Supplies for Pavilion Vents	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	59.66	
5819 - Synchrony Bank	4060	18- SYP Storage Shelf for Shed	Paid by Check # 81351		03/17/2026	03/17/2026	03/27/2026		03/27/2026	217.46	
								Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 4	<u>\$349.27</u>
Account 52420 - Other Supplies											
8583 - Northern Tool & Equip. Catalog Holdings INC	8890cf92	18- SYP Replacement Power Washer	Paid by EFT # 71397		03/17/2026	03/17/2026	03/27/2026		03/27/2026	349.99	
								Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$349.99</u>
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888908-6031126	18- Natural Gas SYP Pav 02/06/26-03/05/26	Paid by Check # 81332		03/18/2026	03/18/2026	03/18/2026		03/18/2026	340.55	
								Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$340.55</u>
Account 53990 - Other Services and Charges											
421 - Centerstone Of Indiana, INC	Switch0226	18- SYP Centerstone Feb 2026 hours	Paid by EFT # 71293		03/17/2026	03/17/2026	03/27/2026		03/27/2026	4,588.36	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$4,588.36</u>
								Program 189006 - Switchyard Property Totals		Invoice Transactions 9	<u>\$5,952.11</u>
Program 189500 - Urban Greenspace											
Account 52220 - Agricultural Supplies											
3735 - Bluestone Tree, INC.	19158	18 - UGS 80 yards premium mulch delivered-2/26/26	Paid by EFT # 71282		03/17/2026	03/17/2026	03/27/2026		03/27/2026	1,600.00	
								Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1	<u>\$1,600.00</u>
Account 53160 - Instruction											
3560 - First Financial Bank / Credit Cards	20260226-1000003	18- Joanna Sparks Cincinnati Zoo & Botanical Garden Reg	Paid by Check # 81307		03/18/2026	03/18/2026	03/18/2026		03/18/2026	129.00	
								Account 53160 - Instruction Totals		Invoice Transactions 1	<u>\$129.00</u>
Account 53990 - Other Services and Charges											
121 - Eco Logic, LLC	6232	18- Woody Invasive Removal at Griffy NP (Wetland Trail)	Paid by EFT # 71317		03/17/2026	03/17/2026	03/27/2026		03/27/2026	9,934.00	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$9,934.00</u>
								Program 189500 - Urban Greenspace Totals		Invoice Transactions 3	<u>\$11,663.00</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 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 189501 - Cemeteries											
Account 52420 - Other Supplies											
8658 - Kleindorfer's Hardware LLC	16386	18-CEM flags and hardware for cemetery section signs	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	30.94	
8658 - Kleindorfer's Hardware LLC	17588	18-CEM hardware for No dumping signs at cemetery	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	22.87	
								Account 52420 - Other Supplies Totals		Invoice Transactions 2	\$53.81
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879235-5030626	18-Natural Gas Rosehill 1-02/03/26-03/02/26	Paid by Check # 81332		03/18/2026	03/18/2026	03/18/2026		03/18/2026	50.90	
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879656-2030626	18-Natural Gas Rose Hill 2 02/03/26-03/02/26	Paid by Check # 81332		03/18/2026	03/18/2026	03/18/2026		03/18/2026	41.36	
								Account 53540 - Natural Gas Totals		Invoice Transactions 2	\$92.26
								Program 189501 - Cemeteries Totals		Invoice Transactions 4	\$146.07
Program 189503 - Urban Forestry											
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	174M-96NC-GCJ4	18-Urban Forestry Replacement Knives for Jointer/Planer Equipmnt	Paid by EFT # 71262		03/17/2026	03/17/2026	03/27/2026		03/27/2026	52.68	
4574 - John Deere Financial f.s.b. (Rural King)	331773	18- UF - Rafter squares, shop vac, pencil	Paid by Check # 81344		03/17/2026	03/17/2026	03/27/2026		03/27/2026	64.66	
786 - Richard's Small Engine, INC	605802	18- UF - Chainsaw Bar Nuts	Paid by EFT # 71414		03/17/2026	03/17/2026	03/27/2026		03/27/2026	47.96	
								Account 52420 - Other Supplies Totals		Invoice Transactions 3	\$165.30
Account 53990 - Other Services and Charges											
3735 - Bluestone Tree, INC.	19079	18-storm damage risk tree mitigation pruning- 1701 E Caradon Hill	Paid by EFT # 71282		03/17/2026	03/17/2026	03/27/2026		03/27/2026	2,185.00	
5239 - Mother Nature Landscaping, INC (Turf N'Tree MD)	CMB429-23	18- UF Plant Health Care Service Agreement 3/1/26	Paid by Check # 81346		03/17/2026	03/17/2026	03/27/2026		03/27/2026	3,904.50	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	\$6,089.50
								Program 189503 - Urban Forestry Totals		Invoice Transactions 5	\$6,254.80
								Department 18 - Parks & Recreation Totals		Invoice Transactions 117	\$88,805.84
								Fund 2204 - Park and Recreation - Operating Totals		Invoice Transactions 117	\$88,805.84



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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 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VQT-113D-9TXJ	18-Projector Screen, Chair Mat, Cubicle Hooks for Parks Admin	Paid by EFT # 71262		03/17/2026	03/17/2026	03/27/2026		03/27/2026	9.59
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>9.59</u>
Account 53990 - Other Services and Charges										
205 - City Of Bloomington	000458747	18-PC Reimb-Mo Co Rec-Quitclaim Deed Recorded SYP Consolidation	Paid by Check # 81338		03/17/2026	03/17/2026	03/27/2026		03/27/2026	25.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>25.00</u>
								Program 181000 - Administration Totals	Invoice Transactions 2	<u>34.59</u>
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
4504 - American National Red Cross	23130395	18- CPR Certification Course - 11 participants	Paid by EFT # 71264		03/17/2026	03/17/2026	03/27/2026		03/27/2026	462.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>462.00</u>
								Program 181001 - Health & Wellness Totals	Invoice Transactions 1	<u>462.00</u>
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
8155 - PepsiCo Beverage Sales, LLC	61073009	18 - Cascades Bottled Drinks, BIBs 2-26-26	Paid by EFT # 71404		03/17/2026	03/17/2026	03/27/2026		03/27/2026	1,429.76
5819 - Synchrony Bank	3727	18 - Cascades Candy, Crackers, Chips 3/2/26	Paid by Check # 81351		03/17/2026	03/17/2026	03/27/2026		03/27/2026	320.42
21145 - Sysco USA III, LLC	438858094	18 - Cascades Hotdogs, Hamburgers, Cups, Lids	Paid by EFT # 71436		03/17/2026	03/17/2026	03/27/2026		03/27/2026	1,217.06
								Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 3	<u>2,967.24</u>
								Program 183500 - Golf Services Totals	Invoice Transactions 3	<u>2,967.24</u>
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	922352622	18-Cascades Golf Balls (750 doz)	Paid by Check # 81333		03/17/2026	03/17/2026	03/27/2026		03/27/2026	6,000.00
4072 - Acushnet Company	922359303	18-Cascades Golf Shoes (1 pr)	Paid by Check # 81333		03/17/2026	03/17/2026	03/27/2026		03/27/2026	93.73
4072 - Acushnet Company	922359304	18 - Cascades Belts (11)	Paid by Check # 81333		03/17/2026	03/17/2026	03/27/2026		03/27/2026	278.86
4072 - Acushnet Company	922328656	18 - Cascades Logo Hats (108)	Paid by Check # 81333		03/17/2026	03/17/2026	03/27/2026		03/27/2026	2,646.00
4072 - Acushnet Company	922338254	18 - Cascades Golf Balls (12 doz)	Paid by Check # 81333		03/17/2026	03/17/2026	03/27/2026		03/27/2026	451.20



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	922396812	18 - Cascades Hats (3)	Paid by Check # 81333		03/17/2026	03/17/2026	03/27/2026		03/27/2026	58.80
4072 - Acushnet Company	922396811	18 - Cascades Gloves (132)	Paid by Check # 81333		03/17/2026	03/17/2026	03/27/2026		03/27/2026	1,746.36
4072 - Acushnet Company	922396813	18 - Cascades Umbrellas (2)	Paid by Check # 81333		03/17/2026	03/17/2026	03/27/2026		03/27/2026	98.00
4072 - Acushnet Company	922447152	18-Cascades Hats (6)	Paid by Check # 81333		03/17/2026	03/17/2026	03/27/2026		03/27/2026	117.60
4072 - Acushnet Company	922446738	18-Cascades Golf Balls (174 DZ)	Paid by Check # 81333		03/17/2026	03/17/2026	03/27/2026		03/27/2026	3,517.08
4072 - Acushnet Company	922410272	18 - Cascades Golf Gloves (138)	Paid by Check # 81333		03/17/2026	03/17/2026	03/27/2026		03/27/2026	1,825.74
4072 - Acushnet Company	922410834	18 - Cascades Golf Polo Shirts (2)	Paid by Check # 81333		03/17/2026	03/17/2026	03/27/2026		03/27/2026	87.71
205 - City Of Bloomington	388786	18 - Cascades Beer - Best Beers	Paid by Check # 81335		03/17/2026	03/17/2026	03/27/2026		03/27/2026	1,869.90
53619 - Ping, INC	2026100100518	18 - Cascades Golf Clubs (2)	Paid by EFT # 71405		03/17/2026	03/17/2026	03/27/2026		03/27/2026	437.60
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 14	<u>\$19,228.58</u>
							Program 183501 - Golf Course - Pro Shop Totals		Invoice Transactions 14	<u>\$19,228.58</u>
Program 184501 - Youth Services-Kid City Camps										
Account 53230 - Travel										
12906 - Amy Shrake	ACACONF-2.2026	18-per diem/pkg/Uber-American Camp Assoc Conf-San Diego-2/16-21	Paid by EFT # 71423		03/17/2026	03/17/2026	03/27/2026		03/27/2026	514.89
3560 - First Financial Bank / Credit Cards	65940	18-Courtyard-room-ACA Conf-San Diego-Shrake-2/16-2/21	Paid by Check # 81307		03/18/2026	03/18/2026	03/18/2026		03/18/2026	1,143.70
							Account 53230 - Travel Totals		Invoice Transactions 2	<u>\$1,658.59</u>
							Program 184501 - Youth Services-Kid City Camps Totals		Invoice Transactions 2	<u>\$1,658.59</u>
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	46911	18-TLRC Institutional Supplies-wipes	Paid by EFT # 71342		03/17/2026	03/17/2026	03/27/2026		03/27/2026	162.00
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 1	<u>\$162.00</u>
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	17172	18-inserts, bolts, washers	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	14.96
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1	<u>\$14.96</u>



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888116-6030426	18-Natural Gas TLRC - 01/30/26-02/26/26	Paid by Check # 81332		03/18/2026	03/18/2026	03/18/2026		03/18/2026	799.87
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$799.87</u>
Account 53610 - Building Repairs										
53657 - Plymate, INC	3406989	18 - TLRC Entry Mat Service 3-11-26	Paid by EFT # 71406		03/17/2026	03/17/2026	03/27/2026		03/27/2026	82.38
							Account 53610 - Building Repairs Totals		Invoice Transactions 1	<u>\$82.38</u>
							Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 4	<u>\$1,059.21</u>
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	031226	18-TLRC Fitness Specialist	Paid by EFT # 71274		03/17/2026	03/17/2026	03/27/2026		03/27/2026	280.00
9044 - Emily Buuck	030426	18-TLRC-Future Stars Basketball Instructor	Paid by EFT # 71290		03/17/2026	03/17/2026	03/27/2026		03/27/2026	105.00
9399 - Chloe Clift	031326	18-TLRC Fitness Specialist	Paid by EFT # 71301		03/17/2026	03/17/2026	03/27/2026		03/27/2026	187.50
9124 - Karin B Coopersmith	031226	18-TLRC Fitness Specialist	Paid by EFT # 71304		03/17/2026	03/17/2026	03/27/2026		03/27/2026	125.00
8370 - Alice M Day	030426	18-TLRC Fitness Specialist	Paid by EFT # 71310		03/17/2026	03/17/2026	03/27/2026		03/27/2026	31.25
5274 - Catherine T Gossett	031226	18-TLRC Fitness Specialist	Paid by EFT # 71336		03/17/2026	03/17/2026	03/27/2026		03/27/2026	455.00
8399 - Gustavus Alexus McLeod	030626	18-TLRC Fitness Specialist	Paid by EFT # 71386		03/17/2026	03/17/2026	03/27/2026		03/27/2026	62.50
8184 - Emily E Tally	0310216	18-TLRC Fitness Specialist	Paid by EFT # 71438		03/17/2026	03/17/2026	03/27/2026		03/27/2026	93.75
9354 - Logan Thomas	031226	18-TLRC Fitness Specialist	Paid by EFT # 71444		03/17/2026	03/17/2026	03/27/2026		03/27/2026	168.00
9222 - Skyler Wildfong	031126	18-TLRC Fitness Specialist	Paid by EFT # 71462		03/17/2026	03/17/2026	03/27/2026		03/27/2026	125.00
							Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 10	<u>\$1,633.00</u>
							Program 185002 - TLRC-Health & Wellness Totals		Invoice Transactions 10	<u>\$1,633.00</u>
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
7184 - Larry Branam	031126	18-TLRC Basketball Official	Paid by EFT # 71285		03/17/2026	03/17/2026	03/27/2026		03/27/2026	175.00
8414 - Scott Matthew Burton	030926	18-TLRC Basketball Official	Paid by EFT # 71288		03/17/2026	03/17/2026	03/27/2026		03/27/2026	250.00



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
10162 - Mathew Dibbern	031226	18-TLRC Basketball Official	Paid by EFT # 71313		03/17/2026	03/17/2026	03/27/2026		03/27/2026	175.00
17565 - Michael B Hicks (Contractual)	031226	18-TLRC Basketball Official	Paid by EFT # 71345		03/17/2026	03/17/2026	03/27/2026		03/27/2026	300.00
8862 - Gavin Muhlenkamp	031026	18-TLRC Basketball Official	Paid by EFT # 71393		03/17/2026	03/17/2026	03/27/2026		03/27/2026	300.00
9714 - Nathan Rushing	030426	18-TLRC Basketball Official	Paid by EFT # 71420		03/17/2026	03/17/2026	03/27/2026		03/27/2026	50.00
9167 - David E Stewart	031226	18-TLRC Basketball Official	Paid by EFT # 71434		03/17/2026	03/17/2026	03/27/2026		03/27/2026	150.00
10247 - Matthew J Tuma	031026	18-TLRC Basketball Official	Paid by EFT # 71450		03/17/2026	03/17/2026	03/27/2026		03/27/2026	325.00
9232 - Jeremy Wayne Vance	031126	18-TLRC Basketball Official	Paid by EFT # 71454		03/17/2026	03/17/2026	03/27/2026		03/27/2026	275.00
8454 - David Lee Williams	031226	18-TLRC Basketball Official	Paid by EFT # 71463		03/17/2026	03/17/2026	03/27/2026		03/27/2026	150.00
10246 - Maddux C Yohe	030526	18-TLRC Basketball Official	Paid by EFT # 71468		03/17/2026	03/17/2026	03/27/2026		03/27/2026	200.00
							Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 11	<u>\$2,350.00</u>
							Program 185003 - TLRC-Basketball Totals		Invoice Transactions 11	<u>\$2,350.00</u>
Program 185006 - TLRC-Concessions										
Account 52230 - Garage and Motor Supplies										
8155 - PepsiCo Beverage Sales, LLC	62980105	18 - TLRC Concession Supplies 3-04-26	Paid by EFT # 71404		03/17/2026	03/17/2026	03/27/2026		03/27/2026	670.03
8155 - PepsiCo Beverage Sales, LLC	64837910	18 - TLRC Concession Supplies 03-11-26	Paid by EFT # 71404		03/17/2026	03/17/2026	03/27/2026		03/27/2026	1,680.57
							Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 2	<u>\$2,350.60</u>
Account 52330 - Street, Alley, and Sewer Material										
4099 - Gold Medal Products CO.	80-195550	18 - TLRC Concession Supplies 3-02-26	Paid by EFT # 71334		03/17/2026	03/17/2026	03/27/2026		03/27/2026	453.19
4099 - Gold Medal Products CO.	80-195648	18 - TLRC Concession Supplies 03-09-26	Paid by EFT # 71334		03/17/2026	03/17/2026	03/27/2026		03/27/2026	823.79
5819 - Synchrony Bank	2802	18 - TLRC Concession Supplies 3/5/2026	Paid by Check # 81351		03/17/2026	03/17/2026	03/27/2026		03/27/2026	233.36
5819 - Synchrony Bank	3064	18 - TLRC Concession Supplies 03-07-26	Paid by Check # 81351		03/17/2026	03/17/2026	03/27/2026		03/27/2026	61.42
5819 - Synchrony Bank	0152	18 - TLRC Concession Supplies 3-9-2026	Paid by Check # 81351		03/17/2026	03/17/2026	03/27/2026		03/27/2026	216.92
5819 - Synchrony Bank	4161	18 - TLRC Concession Supplies 03-13-26	Paid by Check # 81351		03/17/2026	03/17/2026	03/27/2026		03/27/2026	411.40



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
21145 - Sysco USA III, LLC	438865488	18 - TLRC Concession Supplies 03-11-26	Paid by EFT # 71436		03/17/2026	03/17/2026	03/27/2026		03/27/2026	813.75
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 7	<u>\$3,013.83</u>
							Program 185006 - TLRC-Concessions Totals		Invoice Transactions 9	<u>\$5,364.43</u>
Program 186500 - Community Events										
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	38214	18-Registration-IPRA Summer Programming Summit-Ritter	Paid by Check # 81341		03/17/2026	03/17/2026	03/27/2026		03/27/2026	40.00
							Account 53160 - Instruction Totals		Invoice Transactions 1	<u>\$40.00</u>
Account 53990 - Other Services and Charges										
7767 - Daniel P Alexander (Beetlegraphix)	00032026	18 - Caricaturist at Pet Expo 3-8-26	Paid by EFT # 71260		03/17/2026	03/17/2026	03/27/2026		03/27/2026	400.00
9005 - Laundry Investments LLC (Jet Laundromat)	S-4820	18 - Laundry Services - 3/13/26	Paid by EFT # 71377		03/17/2026	03/17/2026	03/27/2026		03/27/2026	89.20
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$489.20</u>
							Program 186500 - Community Events Totals		Invoice Transactions 3	<u>\$529.20</u>
Program 187002 - Adult Sports-Tennis										
Account 52420 - Other Supplies										
6996 - Fast Dry LLC (10-S Tennis Supply)	173529	18 - TLRC - 3 Tennis Net - 4 Rollable Pickleball Systems	Paid by EFT # 71328		03/17/2026	03/17/2026	03/27/2026		03/27/2026	3,196.09
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$3,196.09</u>
							Program 187002 - Adult Sports-Tennis Totals		Invoice Transactions 1	<u>\$3,196.09</u>
Program 187500 - Banneker										
Account 54310 - Improvements Other Than Building										
9947 - Lithko Restoration Technologies, LLC (LRT)	9733	18-Banneker Front Steps Project-App 2	Paid by EFT # 71379		03/17/2026	03/17/2026	03/27/2026		03/27/2026	14,168.55
9947 - Lithko Restoration Technologies, LLC (LRT)	9606	18-Banneker Front Steps Project-App 1	Paid by EFT # 71379		03/17/2026	03/17/2026	03/27/2026		03/27/2026	29,188.75
							Account 54310 - Improvements Other Than Building Totals		Invoice Transactions 2	<u>\$43,357.30</u>
							Program 187500 - Banneker Totals		Invoice Transactions 2	<u>\$43,357.30</u>



Board of Park Commissioners Claim Register

Invoice Date Range 03/14/26 - 03/27/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	17949	18-OPS Silt fence, stakes for Brown's woods	Paid by EFT # 71372		03/17/2026	03/17/2026	03/27/2026		03/27/2026	90.97
							Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1		<u>\$90.97</u>
							Program 189000 - Operations Totals	Invoice Transactions 1		<u>\$90.97</u>
Program 189006 - Switchyard Property										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	121481744516	18-IPRA Maintenance Expo Josh Hinton Attendance	Paid by Check # 81307		03/18/2026	03/18/2026	03/18/2026		03/18/2026	30.00
							Account 53160 - Instruction Totals	Invoice Transactions 1		<u>\$30.00</u>
							Program 189006 - Switchyard Property Totals	Invoice Transactions 1		<u>\$30.00</u>
Program G24027 - DHPA Banneker Front Steps Grant										
Account 53990 - Other Services and Charges										
9947 - Lithko Restoration Technologies, LLC (LRT)	9733	18-Banneker Front Steps Project-App 2	Paid by EFT # 71379		03/17/2026	03/17/2026	03/27/2026		03/27/2026	22,499.55
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$22,499.55</u>
							Program G24027 - DHPA Banneker Front Steps Grant Totals	Invoice Transactions 1		<u>\$22,499.55</u>
							Department 18 - Parks & Recreation Totals	Invoice Transactions 65		<u>\$104,460.75</u>
							Fund 2211 - Park Nonreverting Operating Totals	Invoice Transactions 65		<u>\$104,460.75</u>
Fund 4665 - Parks GO Bonds 2022										
Department 18 - Parks & Recreation										
Program 180000 - Main										
Account 54510 - Other Capital Outlays										
16 - Butler, Fairman & Seufert, INC	111293	07-North Dunn Multiuse Path, PE 01/01/26-01/31/26	Paid by EFT # 71289		03/17/2026	03/17/2026	03/27/2026		03/27/2026	25,541.10
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1		<u>\$25,541.10</u>
							Program 180000 - Main Totals	Invoice Transactions 1		<u>\$25,541.10</u>
							Department 18 - Parks & Recreation Totals	Invoice Transactions 1		<u>\$25,541.10</u>
							Fund 4665 - Parks GO Bonds 2022 Totals	Invoice Transactions 1		<u>\$25,541.10</u>
							Grand Totals	Invoice Transactions 183		<u>\$218,807.69</u>

Expenses February 2026	2025 Total Expense Budget	2025 Expenses as of December	2025 Expenses as of February	2025 % of Expenses	2026 Total Expense Budget	2026 Expenses as of February	2026 % of Expenses2
General Fund							
Administration	1,153,565	1,163,501	317,223	27.26%	1,163,376	334,670	28.77%
Health & Wellness	108,676	88,181	13,882	15.74%	122,903	3,684	3.00%
Community Relations	497,933	548,022	53,797	9.82%	623,768	58,331	8.62%
Aquatics	614,193	517,757	10,467	2.02%	643,431	16,505	2.57%
Frank Southern Center	478,717	439,014	73,626	16.77%	505,900	97,202	19.21%
Golf Services	1,107,482	1,080,512	118,317	10.95%	1,328,531	86,472	6.51%
Natural Resources	489,115	436,986	38,792	8.88%	679,138	58,845	8.66%
Youth Programs	95,851	105,606	13,206	12.50%	104,928	14,428	13.75%
TLRC	411,396	426,509	55,122	12.92%	506,811	56,121	11.07%
Community Events	557,949	680,285	79,196	11.64%	757,909	93,353	12.32%
Adult Sports	306,073	347,383	21,006	6.05%	321,127	24,774	7.71%
Youth Sports	330,873	259,738	14,004	5.39%	317,051	9,937	3.13%
BBCC	507,621	415,657	39,402	9.48%	494,137	45,327	9.17%
Inclusive Recreation	92,771	105,636	8,807	8.34%	102,924	9,887	9.61%
Operations	2,393,841	2,152,978	190,434	8.85%	2,606,758	294,173	11.29%
Switchyard Property	1,112,005	727,862	100,078	13.75%	877,537	78,736	8.97%
Hopewell	0	61,552	0	0.00%	54,850	975	1.78%
Urban Greenspace	1,154,905	1,020,225	70,472	6.91%	1,002,401	82,185	8.20%
Cemeteries	242,063	227,946	16,273	7.14%	264,774	20,749	7.84%
Urban Forestry	561,154	462,907	47,507	10.26%	679,291	43,243	6.37%
General Fund total:	12,216,179	11,268,255	1,281,611	11.37%	13,157,545	1,429,598	10.87%
Non-Reverting Fund							
Administration	32,000	35,209	144	0.41%	21,000	9,106	43.36%
Health & Wellness	11,149	9,055	67	0.74%	9,199	333	3.62%
Community Relations	3,000	0	0	0.00%	5,350	0	0.00%
Aquatics	131,161	70,547	2,529	3.58%	131,008	2,808	2.14%
Frank Southern Center	121,037	81,455	20,601	25.29%	122,560	26,076	21.28%
Golf Services	242,847	223,170	7,124	3.19%	179,847	9,596	5.34%
Natural Resources	53,350	33,481	24,420	72.94%	68,350	35,389	51.78%
Youth Programs	165,818	159,664	3,889	2.44%	174,133	3,953	2.27%
*TLRC - day to day	641,795	577,497	66,812	11.57%	739,408	71,717	9.70%
Community Events	151,675	156,590	7,966	5.09%	127,913	4,447	3.48%
Adult Sports	75,636	53,903	0	0.00%	73,296	178	0.24%
Youth Sports	5,647	20,247	0	0.00%	900	0	0.00%
BBCC	5,375	4,513	131	2.89%	5,425	141	2.60%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%
Operations	43,340	17,521	55	0.32%	82,240	6,181	7.52%
Switchyard	55,471	62,026	1,859	3.00%	62,778	11,877	18.92%
Hopewell	46,100	0	3,527	0.00%	0	0	0.00%
Urban Forestry	14,900	16,591	0	0.00%	14,900	425	2.85%
N-R Fund subtotal:	1,800,301	1,521,470	139,124	9.14%	1,818,307	182,228	10.02%
TLRC - bond	481,987	481,987	240,106	49.82%	484,912	243,581	50.23%
N-R Fund total:	2,282,288	2,003,457	379,230	18.93%	2,303,219	425,809	18.49%

Expenses February 2026	2025 Total Expense Budget	2025 Expenses as of December	2025 Expenses as of February	2025 % of Expenses	2026 Total Expense Budget	2026 Expenses as of February	2026 % of Expenses2
Other Misc Funds							
25-26 MCCSC 21st Com Learn		28,337				8,090	
24-25 MCCSC 21st Com Learn		23,198	6,902				
23-24 MCCSC 21st Com Learn		6,659	1,748				
Banneker Nature Days		4,860					
Leonard Sp Nature Days		6,560	83				
Griffy Nature Days		4,935					
2025 Summer Food Service		11,891					
NRPA Nutrition Hub		137	137				
Yappa Grant		5,058	1,003				
Griffy Lake LARE Grant		3,357					
Other Misc Funds total:	0	94,992	9,872	10.39%	0	8,090	
TOTAL ALL FUNDS	14,498,468	13,366,704	1,670,713	12.50%	15,460,764	1,863,498	12.05%

PARKS AND RECREATION REVENUES AND EXPENSES: COMPARISON REPORT

Revenue February 2026	2025 Projected Revenue	2025 Revenue as of December	2025 Revenue as of February	2025 % of Revenue Collected to date	2026 Projected Revenue for year	2026 Revenue as of February	2026 % of Revenue Collected to date
General Fund							
Taxes/Misc Revenue	9,391,470	9,858,314	0	0.00%	9,802,732	0	0.00%
Administration	0	150,451	0	0.00%	0	13,225	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%
Aquatics	206,000	277,422	0	0.00%	230,000	0	0.00%
Frank Southern	199,500	214,420	71,213	33.21%	220,000	95,740	43.52%
Golf Services	821,000	1,278,399	622	0.05%	1,000,000	2,614	0.26%
Natural Resources	0	0	0	0.00%	0	0	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%
Community Events	15,000	16,307	1,001	6.14%	16,000	1,445	9.03%
Adult Sports	32,000	866	0	0.00%	0	0	0.00%
Youth Sports	6,000	6,575	710	10.79%	6,000	248	4.13%
BBCC	20,030	33,818	7,448	22.02%	21,032	6,601	31.38%
Operations	0	0	0	0.00%	0	0	0.00%
Urban Greenspace	0	0	0	0.00%	0	0	0.00%
Cemeteries	43,750	18,600	2,100	11.29%	32,650	2,300	7.04%
Urban Forestry	0	0	0	0.00%	0	0	0.00%
Subtotal Program Rev	1,343,280	1,996,858	83,093	4.16%	1,525,682	122,172	8.01%
General Fund Total	10,734,750	11,855,171	83,093	0.70%	11,328,414	122,172	1.08%

Revenue February 2026	2025 Projected Revenue	2025 Revenue as of December	2025 Revenue as of February	2025 % of Revenue Collected to date	2026 Projected Revenue for year	2026 Revenue as of February	2026 % of Revenue Collected to date
Non-Reverting Fund							
Administration	35,600	29,163	9,810	33.64%	27,000	7,069	26.18%
Health & Wellness	15,000	7,561	1,866	24.68%	15,000	1,295	8.63%
Community Relations	3,000	2,100	1,000	47.62%	3,000	1,000	33.33%
Aquatics	85,700	76,145	100	0.13%	82,200	0	0.00%
Frank Southern	80,750	90,995	22,370	24.58%	99,000	19,525	19.72%
Golf Services	184,500	284,431	4,882	1.72%	184,500	3,860	2.09%
Natural Resources	77,500	67,848	266	0.39%	77,500	332	0.43%
Youth Programs	170,000	171,519	2,981	1.74%	176,500	3,175	1.80%
*TLRC -Operational	931,104	939,140	164,251	17.49%	931,448	186,271	20.00%
Community Events	153,000	205,312	53,572	26.09%	159,500	40,350	25.30%
Adult Sports	53,660	84,497	1,790	2.12%	95,020	1,829	1.93%
Youth Sports	45,350	51,361	-126	-0.25%	45,350	2,117	4.67%
BBCC	10,500	16,652	569	3.42%	13,368	480	3.59%
Operations	82,440	73,302	7,122	9.72%	82,440	16,933	20.54%
Switchyard	74,000	87,207	10,469	12.00%	68,500	12,952	18.91%
Cemeteries	0	0	0	0.00%	0	0	0.00%
Urban Forestry	23,600	31,697	0	0.00%	23,600	5,390	22.84%
N-R Fund subtotal:	2,025,704	2,218,930	280,922	12.66%	2,083,926	302,579	14.52%

Revenue February 2026	2025 Projected Revenue	2025 Revenue as of December	2025 Revenue as of February	2025 % of Revenue Collected to date	2026 Projected Revenue for year	2026 Revenue as of February	2026 % of Revenue Collected to date
Other Misc Funds							
25/26 MSCSC 21st Cent		19,201	6,111			10,892	
24-25 MCCSC 21st Century Learn		40,623			21,500		

G23-24 MCCSC 21st Com							
Duke Power Line							
Rosehill Trust		4,545	455			361	
Storm Response							
Griffy Lake Nature Days							
Summer Food Service		14,638					
Banneker Nature Days		4,860			4,860		
Nature Preserves Invsive							
Yappa Grant		12,605	3,051				
Griffy Lake LARE Grant		3,357			3,400		
Banneker Comm Roof Repair		20,000					
Duke Pool Fee Waiver		4,875					
Leonard Spring Nature Day							
Other Misc Funds total:	0	124,704	9,617		29,760	11,252	
TOTAL ALL FUNDS	12,760,454	14,198,805	373,632	2.63%	13,442,100	436,004	3.24%

2026 Non-Reverting Cash Balances	1	2	3	4	5	6	7
Area	Beginning Balance 1/1/2026	Revenue as of 2/28/2026	Other Misc. Revenue	Expenses as of 2/28/2026	Expenses from RESERVE* (see explanation below)	Total Current Year Over/Under (does not include expenses taken from RESERVE)	Total Accumulated Balance (Amount)
Administration	479,827.67	7,069.15		9,106.10		(2,036.95)	477,790.72
Health & Wellness	19,060.59	1,295.00		332.94		962.06	20,022.65
Community Relations	48,484.27	1,000.00		0.00		1,000.00	49,484.27
Aquatics	424,703.75	0.00		2,808.12		(2,808.12)	421,895.63
Frank Southern Center	223,109.79	19,525.49		26,076.47		(6,550.98)	216,558.81
Golf Course	610,787.59	3,860.03		9,596.47		(5,736.44)	605,051.15
Natural Resources	466,513.58	331.50		35,389.00		(35,057.50)	431,456.08
Allison Jukebox	355,399.87	3,174.94		3,953.06		(778.12)	354,621.75
TLRC	(3,920,630.92)	169,746.61		315,298.65		(145,552.04)	(4,066,182.96)
TLRC Reserve	1,114,948.40	16,524.60		0.00		16,524.60	1,131,473.00
Community Events	604,713.11	40,350.29		4,446.80		35,903.49	640,616.60
Adult Sports	71,521.05	1,829.34		178.00		1,651.34	73,172.39
Youth Sports	56,227.81	2,116.93		0.00		2,116.93	58,344.74
Skate Park	22,417.65	0.00		0.00		0.00	22,417.65
Benjamin Banneker Comm Center	80,754.92	479.89		140.89		339.00	81,093.92
Operations	437,707.77	16,913.98		6,180.71		10,733.27	448,441.04
Switchyard Property	422,805.54	12,952.14		11,876.96		1,075.18	423,880.72
Urban Forestry	75,274.72	5,390.00		425.00		4,965.00	80,239.72
TOTALS	1,593,627.16	302,559.89	0.00	425,809.17	0.00	(123,249.28)	1,470,377.88
							(123,249.28)
							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
02/02/2026	2962929	6	PM	TLRC - Military E	Military EFT (41664)	Refund Now	grabowsm	17.50	0.00	17.50
02/02/2026	2962929	6	PM	TLRC - Capital Fe	Capital Fee (41662)	Refund Now	grabowsm	20.00	0.00	20.00
02/02/2026	2962929	6	PM	TLRC - Add On E	Add On EFT (41665)	Refund Now	grabowsm	7.50	0.00	7.50
02/02/2026	2962929	6	PM	TLRC - Capital Fe	Capital Fee (41663)	Refund Now	grabowsm	5.00	0.00	5.00
02/02/2026	2963005	6	FR	COURT_TLRC_c	Court 5 on 02/03/2026 at 4:30pm to	Refund Now	grabowsm	45.00	0.00	45.00
02/03/2026	2963389	4	AR	125013_B	Skating - Adult 1 (125013-B)	Refund Now	zane.phelps	60.00	0.00	60.00
02/03/2026	2963412	6	AR	125002_A	Skating - Tot 1 (125002-A)	Refund Now	grabowsm	80.00	0.00	80.00
02/05/2026	2964512	4	AR	125002_C	Skating - Tot 1 (125002-C)	Refund Now	zane.phelps	80.00	0.00	80.00
02/05/2026	2964518	4	AR	125013_B	Skating - Adult 1 (125013-B)	Refund Now	zane.phelps	80.00	0.00	80.00
02/09/2026	2966250	6	PM	TLRC - Add On 6	Add On 6M (37780)	Refund Now	grabowsm	55.00	0.00	55.00
02/09/2026	2966254	6	PM	TLRC - Capital Fe	Capital Fee (43662)	Refund Now	grabowsm	20.00	0.00	20.00
02/09/2026	2966254	6	PM	TLRC - Senior 1M	Senior 1M (43663)	Refund Now	grabowsm	40.00	0.00	40.00
02/11/2026	2967102	6	AR	125014_A	Skating - Adult 2 (125014-A)	Refund Now	grabowsm	40.00	0.00	40.00
02/20/2026	2972030	4	AR	165202_B	Willie Streeter - Small Plot (165202-B)	Refund Now	zane.phelps	50.00	0.00	50.00
02/23/2026	2973067	6	AR	125018_I	Ice Show Level 8 (125018-I)	Refund Now	grabowsm	40.00	0.00	40.00
02/23/2026	2973169	6	AR	125006_C	Skating - Level 2 (125006-C)	Refund Now	grabowsm	80.00	0.00	80.00
02/23/2026	2973170	6	AR	125014_A	Skating - Adult 2 (125014-A)	Refund Now	grabowsm	40.00	0.00	40.00
02/24/2026	2973872	6	FR	COURT_TLRC_C	Court 1 on 01/06/2026 at 3:45pm to	Refund Now	grabowsm	30.00	0.00	30.00
02/24/2026	2973882	6	PM	TLRC - Capital Fe	Capital Fee (43790)	Refund Now	grabowsm	20.00	0.00	20.00
02/24/2026	2973882	6	PM	TLRC - Senior EF	Senior EFT (43792)	Refund Now	grabowsm	7.00	0.00	7.00
02/24/2026	2973884	6	AR	140001_A	Maple Syrup Made Easy (140001-A)	Refund Now	grabowsm	7.00	0.00	7.00
02/24/2026	2973885	6	AR	140001_A	Maple Syrup Made Easy (140001-A)	Refund Now	grabowsm	9.00	0.00	9.00
02/24/2026	2973885	6	AR	140001_A	Maple Syrup Made Easy (140001-A)	Refund Now	grabowsm	9.00	0.00	9.00
02/25/2026	2974271	6	FR	SHELT_BRYPK_	Bryan Woodlawn on 05/17/2026 at 6:	Refund Now	grabowsm	87.00	0.00	87.00
02/26/2026	2974744	6	AR	140001_A	Maple Syrup Made Easy (140001-A)	Refund Now	grabowsm	7.00	0.00	7.00
02/26/2026	2974744	6	AR	140001_A	Maple Syrup Made Easy (140001-A)	Refund Now	grabowsm	7.00	0.00	7.00

Report Summary Totals

Total Refund Records:	26
Total Fees Refunded:	943.00
Total Tax Refunded:	0.00
Total Amount Refunded:	943.00



City of Bloomington

Disposal / Surplus / Trade In Form

PAGE NO. 1 of 1

DATE: 3/23/2026

PHONE: 812-349-3700

EMAIL: _____

DEPT: Parks and Recreation

LOCATION: Showers

DEPT. HEAD / DIVISION DIRECTOR: Tim Street

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

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

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

DESCRIPTION (List Make, Model, and Year)	QTY	DECLARATION REASON (works, needs repair, not repairable, etc)	SERIAL /VIN NO.	COB ASSET # <small>Capital Asset # assigned by OOTC</small>	DEPT. ASSET #	DISPOSITION REQUESTED (Please check one)	NAME OF VENDOR/PERSON OR COMPANY THE ITEM WAS SURPLUSED OR TRADED TO	ESTIMATED VALUE	SURPLUS DATE
1. toro ground master mower	1	have been parted out to piece together 2 other toro mowers	30344-270000334			<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	JB Salvage	\$20.00	03/24/26
2. toro ground master mower	1	been parted out to piece together 2 other r	30344-280000125			<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	JB Salvage	\$20.00	03/24/26
3. drinking fountain	1	not working, usable spare parts removed				<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	JB Salvage		03/24/26
4. bike frames	2	abandoned				<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	JB Salvage		03/24/26
5. Shopping cart	1	destroyed				<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	JB Salvage		03/24/26
6. steel roop panels	3	shack demoed				<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	JB Salvage		03/24/26
7. 16 foot 4/12 pitch trusses	16	no longer needed				<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Gov Deals		03/24/26
8. 10 x 20 Tent with sides	1	no longer needed				<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Gov Deals		03/24/26
9. Expo/Convention Pop up display	1	no longer needed				<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Gov Deals		03/24/26
10. CLOSED						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
11.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
12.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
13.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
14.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
15.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
16.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
17.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			

A7

Agenda item

Admin. Approval: TS
Date: 3/10/26

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: March 23, 2026
SUBJECT: Cooperative Partnership Agreement with Cicada Cinema for the 2026 Movies in the Parks Series

Recommendation

Staff recommends the approval of the Cooperative Partnership Agreement with Cicada Cinema for the 2026 Movies in the Parks Series. The Bloomington Parks and Recreation Department (BPRD) will acquire sponsorship funds to pay for the movie licenses. Cicada Cinema will acquire the movie licenses and provide advertising for this program on its website and social media pages. Movie licenses and movie rental/purchasing fees to Cicada Cinema will be paid for out of account 2211-18-186506-53990 in an amount not to exceed two thousand three hundred dollars (\$2,300).

Background

This agreement outlines the partnership agreement between BPRD and Cicada Cinema to bring the Movies in the Parks film series to our parks throughout 2026. This agreement outlines the compensation for the movie licenses, rental/purchasing fees, and advertisement fees for this series. For over 20+ years BPRD has partnered with local organizations to bring free public screenings of movies to the Bloomington community.

This partnership provides a way for the BPRD to acquire movie licenses at a discounted rate. This year, 7 films in 3 locations: Bryan Park, Switchyard Park and Rev. Ernest Butler Park will be offered. The partnership includes compensating Cicada Cinema an additional amount of a flat fee Six Hundred Dollars (\$600.00) to be paid out of the movie sponsorship revenue in addition to the cost of the movie rights and shipping fees which are not to exceed an amount of One Thousand Seven Hundred Dollars (\$1,700.00).

RESPECTFULLY SUBMITTED,



Crystal Ritter, Community Events Coordinator

PARTNERSHIP AGREEMENT
between
The City of Bloomington Parks and Recreation Department
and
Cicada Cinema

This Agreement is made and entered into this _____ day of _____, 2026, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and Cicada Cinema.

WHEREAS, BPRD and Cicada Cinema desire to cooperate in the provision of free outdoor movies for the benefit of the general public; and

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

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

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the

Partners to this Agreement agree as follows:

Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership that provides for increased entertainment opportunities for the Bloomington community by combining available resources from each partner to the Agreement.

Duration of Agreement:

This Agreement shall be in full force and effect from April 1, 2026, to January 1, 2027 unless early termination occurs as described in Article 7 of this Agreement.

Bloomington Parks & Recreation agrees to:

The goal of BPRD is to build a positive relationship with Cicada Cinema in order to provide more affordable entertainment opportunities for the Bloomington community. BPRD agrees to:

Provide a screen, sound equipment, projector, and staffing for the *Movies in the Park* series and any other movies shown in BPRD facilities.

Secure financial sponsorship and schedule movie times for the *Movies in the Park* movie series and any other movies shown in BPRD facilities.

Promote the *Movies in the Park* in a quarterly Program Guide and through public service announcements and news releases, listing Cicada Cinema as a co-sponsor in all publicity.

Work with Cicada Cinema on selecting appropriate films for movies shown in BPRD facilities. The total cost of the movie rights and shipping fees for the *Movies in the Park* Series shall be no more than One Thousand Seven Hundred Dollars (\$1,700.00) for six (6) films. The BPRD also has the option to obtain a movie on its own and not pay shipping fees. Additional costs will be associated with any additional films added at a later date within the year.

Compensate the Cicada Cinema for the cost of the movie rights and shipping costs, plus an additional flat fee of Six Hundred Dollars (\$600.00) for marketing and advertising on Cicada Cinema's website or publications. This payment is to be paid from movie sponsorship revenue.

Pay Cicada Cinema in two (2) installments, one following the third movie and one following the fifth movie. BPRD will email Cicada Cinema after the third and fifth movie to secure an invoice for the amount due, and will pay the invoice within thirty (30) days after receipt. In the event that a movie is rescheduled, BPRD will cover any additional shipping fees. Additional movies scheduled by BPRD staff will be invoiced separately by program areas.

Provide Cicada Cinema with up to four (4) additional opportunities to show films within a BPRD owned park property. The dates will be pre-approved by BPRD staff. Parks facilities are not included.

Cicada Cinema agrees to:

The goal of Cicada Cinema is to provide high-quality screenings of underrepresented cinema - the old, the new, and the locally created. Volunteer-run and community-driven, Cicada Cinema aims to create an independent space for film and film lovers. Cicada agrees to:

Promote *Movies in the Park* in its film series calendar, listing BPRD as a co-sponsor in all publicity.

Work with BPRD on selecting appropriate films for *Movies in the Park Series* as well as any additional movies shown in BPRD facilities.

Provide invoices for payment by BPRD. Following the third and sixth movies. Cicada Cinema will provide an invoice to BPRD for the amount due. Separate invoices will be sent to program areas if additional movies are scheduled.

Secure all movies and the rights to show the movies.

Cicada Cinema will consult with BPRD staff on best practices and industry trends.

Cicada Cinema will provide access to marketing pieces (logos, pictures, etc) associated with selected movies for the *Movies in the Park Series*.

Terms Mutually Agreed To By All Partners To This Agreement:

This Agreement intends to document a mutually beneficial partnership between BPRD and Cicada Cinema.

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

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

Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.

The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.

This Agreement and the services provided will be evaluated in January 2027.

Notice and Agreement Representatives:

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

Bloomington Parks & Recreation

Leslie Brinson
PO Box 848
Bloomington, IN 47404
brinsonl@bloomington.in.gov
812-349-3700

Cicada Cinema

Josh Brewer
818 W. Sixth St.
Bloomington, IN 47404
cicadacinema@gmail.com
812-345-7773

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

Bloomington Parks & Recreation

Crystal Ritter
PO Box 848
Bloomington, IN 47404
ritterc@bloomington.in.gov
812-349-3725

Cicada Cinema

Josh Brewer
818 W. Sixth St.
Bloomington, IN 47404
cicadacinema@gmail.com
812-345-7773

Termination:

Termination by mutual agreement: The partners may terminate this Agreement before January 1, 2027, by mutual written agreement only.

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

Waiver:

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

Release and Hold Harmless Agreement:

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

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

[Signatures are on the following page.]

Signatures on this page are associated with the 2026 “Partnership Agreement between the City of Bloomington Parks and Recreation Department and Cicada Cinema.”

CITY OF BLOOMINGTON
BY:

Cicada Cinema
BY:

Kathleen Mills, Chair DATED
Board of Park Commissioners

Signature DATED

Tim Street, Director DATED

Printed Name

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

A8 Agenda item

Admin. Approval: TS
Date: 3/10/26

TO: Board of Park Commissioners
FROM: Clarence Boone, Farmers' Market Coordinator
DATE: March 23, 2026
SUBJECT: REVIEW/APPROVAL OF MARSHALL SECURITY CONTRACT

Recommendation

Staff recommends the approval of the contract with Marshall Security for security personnel at the Farmers' Market (Saturdays, Tuesdays and Holiday Market) beginning the months/days of April 4th through October 31st, and the Holiday Market on November 28th. This security expense will be taken out of ARPA funding for 2026.

Background

MSI staff have worked with the market for the last three years and we are happy with their work. The security personnel would be at the Saturday and Tuesday markets, as well as the Holiday Market, for the duration of the event and would provide support to the staff in enforcing the rules of the market and interacting with customers and vendors to help create a positive community experience.

RESPECTFULLY SUBMITTED,



Clarence Boone, Farmers' Market Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
MARSHALL SECURITY LLC

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

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.

2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.

 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.

 - c. **Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way.

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

3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed FIVE THOUSAND (\$5000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: CLARENCE BOONE City of Bloomington, 401 NORTH MORTON STREET, SUITE 250, BLOOMINGTON, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor

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

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

security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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

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

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

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

Contractor shall provide a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days.

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

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

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

- 21. Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 22. E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.
- 23. Non-Collusion.** Contractor certifies that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.
- 24. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Marshall Security
Attn: Clarence Boone, Facility Coordinator	Attn: Megan Bentley
401 North Morton Street, Suite 250	2520 W. 3 rd Street
Bloomington, IN 47404	Bloomington, IN 47404
Clarence.boone@bloomington.in.gov	E-mail: megan@marshallmsi.com

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

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

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

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

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

[Signatures are on the following page.]

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

**CITY OF BLOOMINGTON
BY:**

**MARSHALL SECURITY LLC
BY:**

Kathleen Mills, Chair DATED
Board of Park Commissioners

Signature DATED

Tim Street, Director DATED

Printed Name

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following:

- 1 unarmed security guard assisting with the compliance with Market rules
- Communicate emergency needs with BPD whenever necessary
- Help foster a positive community within Market boundaries

EXHIBIT "B"

PROJECT SCHEDULE

Saturday Market: City Hall

7:45 am- 12:45 pm

April 4- September 26

8:45 am- 12:45 pm

October 3 - October 31

Tuesday Market: Hopewell Commons

3:45 pm - 7:15 pm

June 2 - 29

Holiday Market- City Hall

10:00 am - 3:00 pm

November 28th

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: 3/10/26

TO: Board of Park Commissioners
FROM: Clarence Boone, Facility/Program Coordinator
DATE: March 23, 2026
SUBJECT: FOOD AND BEVERAGE VENDOR AGREEMENT TEMPLATE

Recommendation

Staff recommends approval of the Food and Beverage Artisan Agreement template. Revenue from vendors will be placed in account 2211-18-186503-43270 and varies depending on the vendor and number of days they sell each month.

Background

The template has been revised to reflect 2026 dates and has been streamlined to include information from the Vendor Handbook, which is a part of the agreement.

RESPECTFULLY SUBMITTED,



Clarence Boone, Facility/Program Coordinator

Agreement for Food and Beverage Artisans Bloomington Community Farmers' Market

This Agreement, entered into this _____ day of _____, 2026, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Food and Beverage Artisan ("Artisan"),

WITNESSETH:

WHEREAS, Parks manages the Bloomington Community Farmers' Market ("Market") at Showers Common, 401 North Morton Street, Bloomington, Indiana; and

WHEREAS, the Food and Beverage Artisan wishes to operate a stand in this location.

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

A. TERM OF AGREEMENT

The term of this Agreement shall begin on April 4, 2026 and end on November 28, 2026.

B. FOOD AND BEVERAGE ARTISAN RESPONSIBILITIES

1. **Artisan Fee:** Artisan shall pay Parks a vending fee of thirty dollars (\$30) per vending day.
2. **List and Price:** The Artisan shall furnish Parks with a complete list of products to be sold and prices charged per item by April 4, 2026. ~~of the Parks Administrator.~~ The Artisan must display legible price markers for goods offered for sale.
3. **Insurance:** During the performance of any and all Services under this Agreement. Artisan shall maintain the following insurance in full force and effect:

A. Comprehensive General Liability Insurance

- i. Personal injury: \$100,000.00 per occurrence and \$300,000.00 in the aggregate:
- ii. Property damage: \$25,000.00 per occurrence and \$50,000 in the aggregate and

C. Automobile Liability providing coverage for all owned, hired and non-owned autos at the Indiana minimum.

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

insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

4. **Employees:** The Artisan shall employ all personnel necessary for the operation of the food and beverage stand, and shall pay all necessary wages and payroll tax for such employees. Artisan stand attendants must be a minimum of sixteen (16) years of age.
5. **Recordkeeping:** The Artisan shall keep and maintain accurate records reflecting the revenues of the food and beverage stand. These documents shall be open to inspection at all reasonable times by authorized agents of Parks.
6. **Rules and Regulations:** The Artisan shall also comply with all local, state and federal laws, including health codes regarding preparation of food, operation of open-air stand and employment of all personnel.

The Artisan shall obtain all necessary permits from Monroe County Health Department, Indiana Alcohol and Tobacco Commission, Federal Tax and Trade Bureau, Indiana State Excise Tax Police, and from any and all other controlling agencies or boards, prior to commencement of operations under this Agreement. Copies of pertinent permits shall be submitted along with the signed copy of the contract.

If the Artisan is selling as a Home Based Vendor, Artisan is responsible for ensuring all products are "non-potentially hazardous foods" and are required to have an analysis completed to determine if a product in question is indeed a "non-potentially hazardous food" and provide written report of said analysis.

Pursuant to a new law that affects Home Based Vendors, Indiana House Bill 1149 was passed and took effect July 1, 2022. As a part of this new legislation, all HBVs are now required to take a recognized food safety training and ***must provide a copy of the certificate to the local health department in the county where the HBVs residence is located.*** One of these recognized trainings is the ServSafe Food Handler course offered by the National Restaurant Association. The certification costs between \$7 and \$15 plus the time to take a couple-hour

course online. The certificate is good for 3 years depending on where it is completed. For more information and to see if you apply to this new law visit <https://www.in.gov/health/food-protection/files/IDOH-HEA-1149-Guidance-Document.pdf> Click here for House Bill 1149 info: <http://iga.in.gov/static-documents/8/8/d/4/88d4c8cb/HB1149.04.ENRS.pdf?fbclid=IwAR1MZfd4mIrkrgcGPIq9VhrGfypImJQqkL9zzK7oFqrYUIR3COqVW5BaKo>

7. **Days and Hours of Operation:** The Artisan agrees to attend and sell at Market each and every Saturday, unless an alternate schedule has been determined by vendor and staff, beginning April 4, 2026 through September 26, 2026 from 8:00 am until 12:30 pm, and October 3, 2026 through November 21, 2026 from 9:00 am until 12:30 pm.
8. **Assignments and Limits of Space:** The Artisan will be assigned by Parks one vending space limited to 10 feet wide by 10 feet deep prior to commencement of this Agreement. Artisans may only display signs, information and/or items in their space that consist of the products they are selling or that directly relate to their business.
9. **Indemnification:** The Artisan hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Artisans participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.
10. **Verification of New Employees' Immigration Status:** The Artisan 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). The Artisan shall sign an affidavit, attached as Exhibit A, affirming that the Artisan does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

The Artisan and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Artisan or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Artisan or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Artisan or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Artisan or subcontractor verified the work eligibility status of

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

The Artisan shall require any subcontractors performing work under this contract to certify to the Artisan 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. The Artisan shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

11. **Artisan Behavior and Commitment to the City of Bloomington's Values and the Market's Mission.** The City of Bloomington considers diversity a source of strength that adds to Bloomington's character. The Bloomington Community Farmers' Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the Bloomington Community Farmers' Market Food and Beverage Artisan Agreement, artisans shall collaborate with each other and the City, assisting in creating a welcoming environment for all who attend the Market and shall represent themselves in a professional manner that reflects their commitment to the Market's mission and customer satisfaction. Behavior outside of the Market that relates to the Market must not reflect poorly on the Market or the reputation of the City and must be consistent with the mission and goals of the Market.

Artisans acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against artisans at the Market. If an artisan believes that the City employee engaged in such conduct at the Market towards the artisan, the artisan may file a complaint with the Market Manager 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 at the Market.

Similarly, the City does not tolerate Artisans engaging in harassing or discriminatory conduct towards fellow vendors, members of the public or City employees at the Market on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status. Any artisan who believes that a fellow vendor has engaged in such harassment or discrimination at the Market may file a complaint with the

Bloomington Human Rights Commission. The City takes all such complaints seriously and will take appropriate action if it finds that any artisan engaged in such prohibited conduct at the Market.

12. Expectations

Artisans shall not be discourteous, disrespectful or dishonest to anyone with whom they interact at the Market, including Market customers and attendees, other vendors, staff, volunteers, entertainers or anyone else at the Market.

Conduct at the Market on the part of the artisan that the City deems to be contrary to the provisions of the artisan agreement may result in administrative action in accordance with the provision of the agreement, including but not limited to suspension or ejection from the Market and/or future Market events.

Artisans shall notify the Market Supervisor or Market Coordinator immediately of any unsafe conditions.

Artisans shall cooperate with the City to take all reasonable measures to ensure that the Market remains a welcoming inclusive and safe venue.

Artisans understand that the Market is not a forum for political or religious activities, except for at the “Market Place” (formerly “Info Alley”).

The City provides the Market as a location for artisans to sell what they create. Artisans understand that by providing the Market, the City is making no guarantee of the number of customers or the volume of business.

C. RESPONSIBILITY AND RIGHTS OF PARKS

The City retains the right to terminate the Market, or to change the times, dates, locations, and/or policies related to the Market, at its sole discretion, whenever the City finds that it is in the public interest to do so. The City will make reasonable efforts to provide adequate notice of changes, and cancellations to all artisans.

D. ASSIGNMENT OF AGREEMENT

The Artisan shall not assign or sub-contract this Agreement or any of its terms, except with prior written approval of the Parks Administrator.

E. BREACH OF AGREEMENT

In the event one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have seven (7) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within seven (7) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

F. TERMINATION

1. **Termination by mutual agreement:** The parties may terminate this Agreement prior to November 28, 2026 by mutual written agreement.

G. MISCELLANEOUS

1. **Enforcement:** In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear expenses of such litigation, including, but not limited to, court costs and reasonable attorney fees.
2. **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.
3. **Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the other party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
4. **Safety:** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
5. **Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Parks: Parks and Recreation Department
ATTN: Clarence Boone
City of Bloomington, P.O. Box 100

Bloomington, IN 47402

Food and Beverage Artisan:

6. **Intent to be Bound:** Parks and the Artisan each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
7. **Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between Parks and the Artisan. 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.

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 2026 “Agreement for Food and Beverage Artisans Bloomington Community Farmers’ Market” with _____ (vendor name).

VENDOR

CITY OF BLOOMINGTON

Signature

Margie Rice, Corporation Counsel

Name

Tim Street, Parks Administrator

Date

Kathleen Mills, President Board of Park Commissioners

EXHIBIT A

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

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

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

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

Signature

Printed name

**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

A10

Agenda item

Admin. Approval: TS

Date: 3/10/26

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: March 23, 2026
SUBJECT: Approval of agreement with KingSnake Sound Company with COI form

Recommendation

Staff recommends the re-approval of the service agreement with KingSnake Sound Company to include the updated conflict of interest form from Chris Ramsey, owner and proprietor of KingSnake Sound Company.

Background

This contract was originally approved at the December 11, 2025 Park Board of Commissioners meeting. Due to a procedural change at the state level, conflict of interest forms must now be approved by the Board with each relevant contract. As such, this packet now also includes the relevant conflict of interest form for the Board's approval.

RESPECTFULLY SUBMITTED,



Crystal Ritter, Community Events Coordinator



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 9-24) / Form 236
STATE BOARD OF ACCOUNTS

"A public servant who knowingly or intentionally (1) has a pecuniary interest in; or (2) derives a profit from; a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Level 6 Felony." Ind. Code 35-44.1-1-4(b).

As defined by IC 35-31.5-2-261, "public servant" means a person who:

- (1) is authorized to perform an official function on behalf of, and is paid by, a governmental entity;
- (2) is elected or appointed to office to discharge a public duty for a governmental entity; or
- (3) with or without compensation, is appointed in writing by a public official to act in an advisory capacity to a governmental entity concerning a contract or purchase to be made by the entity.

A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. IC 35-44.1-1-4(a)(3).

A "dependent" means the spouse of a public servant; a child, stepchild, or adoptee of a public servant who is unemancipated and less than eighteen (18) years of age; or an individual more than one-half of whose support is provided during a year by the public servant. IC 35-44.1-1-4(a)(1).

Complete this form in its entirety. Legal counsel should be consulted.

- 1. Full name and address of public servant submitting this form: Chris Ramsey, S Eeastmont Ave
Bloomington, IN 47403
- 2. a. Job title: PT Seasonal Head Sound Tech
- b. Governmental entity: City of Bloomington
- c. County: _____

FOR CONTRACTS, PLEASE COMPLETE SECTION 3.

FOR PURCHASES OF GOODS OR SERVICES (WITHOUT A CONTRACT), COMPLETE SECTION 4.

- 3. Identify and describe the contract involved (complete a separate Disclosure Form for each contract):
 - a. Full legal name and address of contractor: Kingsnake Sound
 - b. Full name and address of "dependent" (if applicable): _____
 - c. Identify the governmental entity that is a party to the contract: City of Bloomington Parks
Department
 - d. Relationship of public servant to contractor: Self

- e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in contractor: Public servant is the owner of the entity contracting with the City
- f. Start date and end date of contract: May 1, 2026- December 31, 2026
- g. Total dollar amount of contract: \$3000
- h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the contract: \$3000
- i. Date of the public meeting and the name of the governmental entity that accepted the contract (Note: this date MUST be prior to any final action on the contract or purchase):
March 19, 2026

4. Identify and describe each purchase of goods or services (which does not involve a contract) in which the public servant has a pecuniary interest:

- a. Describe the good or service purchased:

- b. State the total dollar amount of each purchase: _____
- c. Full legal name of vendor: _____
- d. Name of governmental entity making the purchase of goods or services:

- e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in vendor: _____
- f. Full name and address of "dependent" (if applicable): _____
- g. Purchase date: _____
- h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the purchase: _____
- i. Date of the public meeting and the name of the governmental entity that accepted the purchase of goods or services (Note: this date MUST be prior to any final action on the contract or purchase):

IF PUBLIC SERVANT IS APPOINTED, COMPLETE SECTION 5

ALL OTHER PUBLIC SERVANTS, COMPLETE SECTION 6

- 5. Approval of elected public servant or board of trustees of a state supported college or university that appointed the public servant:

I / WE hereby approve this Conflict of Interest Form concerning the public servant for the contract or purchase described herein on this day:

Date of Appointment: _____

Date of Approval of Conflict of Interest: _____

Signature

Printed Name, Job Title

Signature

Printed Name, Job Title

- 6. Approval by governmental entity at public meeting

a. Date this Conflict of Interest was submitted to the governmental entity: _____

b. Date of the public meeting this Conflict of Interest Form was accepted by the public entity (Note: this date MUST be prior to any final action on the contract or purchase): March 19, 2026

7. Affirmation of Public Servant:

This disclosure was submitted to and accepted by the governmental entity in a public meeting (identified above) prior to final action on the contract or purchase.

I affirm, under penalty of perjury, the truth and completeness of the statements made above.

Signed:  _____
9E0945230B06440...

Printed Name: Chris Ramsey

Date: 3/18/2026

Email Address: kingsnakesound@gotmail.com

8. Filing Requirement

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with both:

- 1. The Indiana State Board of Accounts by uploading at https://gateway.ifionline.org/sboa_coi/; and
- 2. The Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel
FROM: Crystal Ritter, Community Events Coordinator
DATE: December 13, 2025
RE: Service Agreement for Services with KingSnake Sound Company

Department Head Initials of Approval:	TS <small>Initial</small>
Controller Initials of Approval:	jm
Contract Recipient/Vendor Name:	KingSnake Sound Company
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Division Director: Leslie Brinson
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Platt
Record Destruction Date: <i>(Legal to fill in)</i>	2039
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1091
Due Date For Signature:	12/11/2025
Expiration Date of Contract:	12/31/2026
Renewal Date for Contract:	01/01/2027
Total Dollar Amount of Contract:	Not to exceed \$3,000
Funding Source:	2204-18-186500-53730 - \$1575 2204-18-186500-53990- \$525 2211-18-186500-53730- \$525 2211-18-186500-53990- \$375 (Repair Work)
W9/EFT Complete: <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	536
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This Service Agreement is for sound engineering services, set-up and tear-down of sound equipment, and sound equipment rental and repair for various events throughout 2026 including but not limited to the Bloomington Symphony Orchestra concert in Switchyard Park, the Pumpkin Launch at the Monroe County Fairgrounds, and the Holiday Market at Bloomington’s City Hall. This contract also includes a small budget for repair work for our Parks’ owned sound equipment.

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

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

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Contractor shall provide sound engineering services, equipment rental, and equipment repair for community events hosted by the City in 2026.

2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.

 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.

 - c. **Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way.

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

3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed THREE THOUSAND DOLLARS (\$3,000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: **Parks and Recreation, ATTN: CRYSTAL RITTER**, 401 n. Morton Street Suite 250, Bloomington, IN 47401. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor

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

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

security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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

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

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

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

Contractor shall provide a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days.

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

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

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

- 20. **Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 21. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.
- 22. **Non-Collusion.** Contractor certifies that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.
- 23. **Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:	TO CONTRACTOR:
City of Bloomington	Kingsnake Sound
Attn: Crystal Ritter, Project Manager	Attn: Chris Ramsey
E-mail: ritterc@bloomington.in.gov	E-mail: kingsnakesound@hotmail.com

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

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

CITY OF BLOOMINGTON

BY:

Signed by:
Kathleen Mills 12/16/2025
88632E04EA46434...
Kathleen Mills, Chair DATED
Board of Park Commissioners

Signed by:
Tim Street 12/11/2025
1037C9A399C14E3...
Tim Street, Director DATED

KINGSSNAKE SOUND COMPANY

BY:

DocuSigned by:
Chris Ramsey 1/5/2026
9E0945230B86440...
Signature DATED

Chris Ramsey
Printed Name

Sole Proprietor
Title

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following:

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

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

EXHIBIT "B"

PROJECT SCHEDULE

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

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

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

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

A11

Agenda item

Admin. Approval: TS
Date: 3/5/26

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: March 23, 2026
SUBJECT: Approval of Conflict of Interest for ESD Contract with KingSnake Sound

Recommendation

Staff recommends approval of a conflict of interest form for a contract between KingSnake Sound and the Economic and Sustainable Development Department.

Background

New conflict of interest state policies require a conflict of interest form to be approved by a public board each time a contract is approved. Because Chris Ramsey is a parks part-time employee, the Park Board can approve this conflict of interest form. The board does not need to approve ESD's actual contract for services, though it is included for reference.

RESPECTFULLY SUBMITTED,



Tim Street, Director



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 9-24) / Form 236
STATE BOARD OF ACCOUNTS

"A public servant who knowingly or intentionally (1) has a pecuniary interest in; or (2) derives a profit from; a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Level 6 Felony." Ind. Code 35-44.1-1-4(b).

As defined by IC 35-31.5-2-261, "public servant" means a person who:

- (1) is authorized to perform an official function on behalf of, and is paid by, a governmental entity;
- (2) is elected or appointed to office to discharge a public duty for a governmental entity; or
- (3) with or without compensation, is appointed in writing by a public official to act in an advisory capacity to a governmental entity concerning a contract or purchase to be made by the entity.

A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. IC 35-44.1-1-4(a)(3).

A "dependent" means the spouse of a public servant; a child, stepchild, or adoptee of a public servant who is unemancipated and less than eighteen (18) years of age; or an individual more than one-half of whose support is provided during a year by the public servant. IC 35-44.1-1-4(a)(1).

Complete this form in its entirety. Legal counsel should be consulted.

1. Full name and address of public servant submitting this form: Chris Ramsey, S Eeastmont Ave
Bloomington, IN 47403
2. a. Job title: PT Seasonal Head Sound Tech
- b. Governmental entity: City of Bloomington
- c. County: _____

FOR CONTRACTS, PLEASE COMPLETE SECTION 3.

FOR PURCHASES OF GOODS OR SERVICES (WITHOUT A CONTRACT), COMPLETE SECTION 4.

3. Identify and describe the contract involved (complete a separate Disclosure Form for each contract):
 - a. Full legal name and address of contractor: Kingsnake Sound
 - b. Full name and address of "dependent" (if applicable): _____
 - c. Identify the governmental entity that is a party to the contract: City of Bloomington Economic and Sustainable Development Department
 - d. Relationship of public servant to contractor: Self

- e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in contractor: Public servant is the owner of the entity contracting with the City
- f. Start date and end date of contract: April 18, 2026 (same date)
- g. Total dollar amount of contract: \$525
- h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the contract: \$525
- i. Date of the public meeting and the name of the governmental entity that accepted the contract (Note: this date MUST be prior to any final action on the contract or purchase):
March 23, 2026

4. Identify and describe each purchase of goods or services (which does not involve a contract) in which the public servant has a pecuniary interest:

- a. Describe the good or service purchased:

- b. State the total dollar amount of each purchase: _____
- c. Full legal name of vendor: _____
- d. Name of governmental entity making the purchase of goods or services:

- e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in vendor: _____
- f. Full name and address of "dependent" (if applicable): _____
- g. Purchase date: _____
- h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the purchase: _____
- i. Date of the public meeting and the name of the governmental entity that accepted the purchase of goods or services (Note: this date MUST be prior to any final action on the contract or purchase):

IF PUBLIC SERVANT IS APPOINTED, COMPLETE SECTION 5

ALL OTHER PUBLIC SERVANTS, COMPLETE SECTION 6

- 5. Approval of elected public servant or board of trustees of a state supported college or university that appointed the public servant:

I / WE hereby approve this Conflict of Interest Form concerning the public servant for the contract or purchase described herein on this day:

Date of Appointment: _____

Date of Approval of Conflict of Interest: _____

Signature

Printed Name, Job Title

Signature

Printed Name, Job Title

- 6. Approval by governmental entity at public meeting

a. Date this Conflict of Interest was submitted to the governmental entity: _____

b. Date of the public meeting this Conflict of Interest Form was accepted by the public entity (Note: this date MUST be prior to any final action on the contract or purchase): March 23, 2026

7. Affirmation of Public Servant:

This disclosure was submitted to and accepted by the governmental entity in a public meeting (identified above) prior to final action on the contract or purchase.

I affirm, under penalty of perjury, the truth and completeness of the statements made above.

Signed:  _____
9E0945230B86440...

Printed Name: Chris Ramsey

Date: 3/2/2026

Email Address: kingsnakesound@gotmail.com

8. Filing Requirement

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with both:

- 1. The Indiana State Board of Accounts by uploading at https://gateway.ifionline.org/sboa_coi/; and
- 2. The Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



CONTRACT COVER MEMORANDUM

TO: Controller Geoff McKim; Corporation Counsel Margie Rice
FROM: Shawn Miya, ESD
DATE: 2/4/2026
RE: Sound Engineering Contract for Earth Day Event

Contract Recipient/Vendor Name:	Kingsnake Sound Company
Controller's Initials of Approval:	
Department Head Initials of Approval:	
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Shawn Miya
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	3/2/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	26-179
Due Date For Signature:	3/1/2026
Expiration Date of Contract:	May 10, 2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$525
Funding Source:	2209-04-043000-52420
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract: KingSnake Sound Company will provide sound engineering services, equipment rental, and equipment repair for an Earth Day event hosted by Bloomington Parks and Recreation and Economic and Sustainable Development

**AGREEMENT BETWEEN CITY OF BLOOMINGTON ECONOMIC AND SUSTAINABILITY
DEVELOPMENT DEPARTMENT
AND
KINGSLAKE SOUND**

This Agreement, entered into on this _____ day of _____, 2026, by and between the City of Bloomington Department of Economic and Sustainable Development (the “Department”), and KingSnake Sound Company (“Contractor”).

Article 1. Scope of Services Contractor shall provide sound engineering services, equipment rental, and equipment repair for an Earth Day event hosted by Bloomington Parks and Recreation and Economic and Sustainable Development (“Services”). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before April 18, 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 Shawn Miya as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed **Five Hundred Twenty-five Dollars (\$525)**. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Shawn Miya, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Saturday, April 18, 2026, for the Earth Day event from 12:00pm until 3:30pm at Switchyard Park, 1601 S. Rogers Street. Approximately 1 hour before the event and 1 hour after the event is also required for setup and teardown. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment

and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington, Attn: Shawn Miya, 401 N. Morton, Bloomington, IN 47402

Contractor: KingSnake Sound Company, 1729 W Arlington Road, Bloomington, IN 47404.

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

Article 22. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 23: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

CITY OF BLOOMINGTON

KINGSSNAKE SOUND COMPANY

Margie Rice, Corporation Counsel

Chris Ramsey, Owner and Proprietor

CITY OF BLOOMINGTON

Jane Kupersmith, ESD Director

A12

Agenda item

Admin. Approval: TS
Date: 3/12/26

TO: Board of Park Commissioners
FROM: Heidi Shoemaker, Natural Resources Coordinator
DATE: February 20, 2026
SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH SUMMER STAR FOUNDATION FOR SUMMER STAR NATURE CLUB

Recommendation

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

Summer Star Foundation Funding - \$5,011.25
Expense line - non-reverting account TBD

Background

2026 will mark the fifteenth year for this partnership. The goal of the partnership is to combine resources from BPRD and Summer Star Foundation to provide environmental education programming to participants of the Banneker Summer Camp Program. Previously, this project has been known as the "Nature Day Project," but we are switching to Summer Star Nature Club at the request of the Summer Star Foundation.

The Summer Star Foundation has agreed to provide funding for all transportation, staff, and supply costs for another summer of Summer Star Nature Club. BPRD plans to coordinate staff, create lesson plans, plan field trips, and complete regular planning reports for the Summer Star Foundation.

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

RESPECTFULLY SUBMITTED,



Heidi Shoemaker, Natural Resources Coordinator



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

This Agreement is made and entered into as of this ____ day of _____, 2026, by and between the City of Bloomington Parks and Recreation Department (hereinafter, “BPRD”), and Summer Star Foundation for Nature, Art and Humanity, Inc. (hereinafter, “Summer Star Foundation”), sometimes collectively referred to hereinafter as the “Parties.”

1. Purpose of Agreement:

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

2. Duration of Agreement:

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

3. City of Bloomington Parks & Recreation Department:

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

4. Summer Star Foundation:

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

existence.

5. Summer Star Nature Club

Summer Star Foundation agrees to pay to BPRD the amount of Five Thousand Twenty Five Dollars and Eleven Cents (\$5,025.11) by May 15, 2026, to be used to provide funding for the Summer Star Nature Club.

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

In connection with the administration of the Summer Star Nature Club, the BPRD agrees as follows:

- a. BPRD shall oversee the design and implementation of the Summer Star Nature Club. The exact location and station topics will be determined during the planning phase to commence in May 2026.
- b. Summer Star Nature Club activities will be held at the Butler Park four days a week during the period from June 1st, 2026, to July 24, 2026, inclusive. During inclement weather, Nature Club will be moved to Banneker Community Center or Twin Lakes Recreation Center. On each day that Nature Club meets there will be a morning session that will last approximately 2 hours.
- c. Roughly 100 participants will be welcomed to attend the Summer Star Nature Club through the Banneker Community Center.
- d. Nature Day Project activities will include some or all of the following:
 - (i) Field trips to local parks and nature preserves to experience hiking and exploration of various ecosystems;
 - (ii) Physical, chemical, and biological field monitoring;
 - (iii) Plant identification tips and foraging skills;
 - (iv) Habitat building and exploration on-site;
 - (v) Weather forecasts and meteorology;
 - (vi) Nature crafts; and
 - (vii) Investigations of local wildlife
- e. While the target audience of the Summer Star Nature Club will be children in grades K-6, students in grades 7-12 may participate in the project as unpaid group leaders and staff assistants.
- f. BPRD shall perform participant assessments, staff evaluations, and take photographs of program activities during the course of the Summer Star Nature Club.

- g. BPRD shall provide Summer Star Foundation an evaluation report of the Summer Star Nature Club by September 30, 2026, including a summary of the budget and expenditures for the Summer Star Nature Club, and an evaluation of the Summer Star Nature Club effectiveness, and a summary of the assessments and evaluations.
- h. Should BPRD and the Banneker Community Center decide to continue and/or expand the Summer Star Nature Club after September 30, 2026, BPRD shall offer to the Summer Star Foundation the opportunity to provide funding before other outside private sources of funding are sought or accepted. This provision shall not be interpreted to impose any obligation on the Summer Star Foundation to continue or expand its support of the Summer Star Nature Club beyond its stated contribution under this Agreement for the 2026 summer.
- i. BPRD shall, by September 30, 2026, return to the Summer Star Foundation any remaining funds contributed by the Summer Star Foundation to BPRD that have not been used for the purposes set forth in this Paragraph 5.

6. BPRD General Administration Responsibilities.

BPRD agrees that with respect to the Summer Star Nature Club, it shall:

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

7. Summer Star Foundation Responsibilities.

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

8. Terms Mutually Agreed to By the Parties:

- a. The intent of this Agreement is to document a mutually beneficial relationship between Summer Star Foundation and the BPRD.
- b. Summer Star Foundation is making the grant hereunder to the BPRD in reliance on the BPRD's agreement to administer the funds in accordance with the terms of this Agreement. Summer Star Foundation reserves the right to take whatever steps it deems necessary to monitor the Summer Star Nature Club to ensure compliance with the provisions of this Agreement relating to the operation of said project.
- c. The BPRD staff and personnel involved in this Agreement will at all times represent the Parties to this Agreement in a professional manner, and reflect the commitment of the Parties to quality services and customer satisfaction.
- d. The Parties agree that Summer Star Foundation shall have no responsibility with respect to the operation of the Summer Star Nature Club and shall have no liability to any party relating to the operation of or any other aspect of said project.
- e. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable set forth in this Agreement, unless such timetable is modified in writing by the Parties.
- f. The Summer Star Foundation's obligation to make any future payments under this Agreement is conditioned on BPRD's fulfillment of its reporting obligations under this Agreement and its use of prior and future payments from Summer Star Foundation in accordance with the terms of this Agreement.
- g. The Parties acknowledge and agree that this Agreement may be enforced by BPRD and Summer Star Foundation.
- h. Each of the Parties represents and warrants that it has full power and authority to enter into this Agreement and the individuals signing on behalf of such party are duly authorized to do so.

9. Notice and Agreement Representatives:

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

Bloomington Parks and Recreation
Heidi Shoemaker
Natural Resources Coordinator
Phone: 812-349-3759
Fax: 812-349-3705

Summer Star Foundation
Shalin Liu
P.O. Box 258
Berlin, MA 01503

AND

Jordana G. Schreiber, Esq.
Day Pitney LLP
One Federal Street, 29th Floor
Boston, MA 02110
Phone: 617.345.4608
Fax: 617.607.6070

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

Bloomington Parks and Recreation
Heidi Shoemaker
Natural Resources Coordinator
Phone: 812-349-3759
Fax: 812-349-3705

Summer Star Foundation
Shalin Liu
P.O. Box 258
Berlin, MA 01503

AND

Jordana G. Schreiber, Esq.
Day Pitney LLP
One Federal Street, 29th Floor
Boston, MA 02110
Phone: 617.345.4608
Fax: 617.607.6070

10. Termination:

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

11. Option for Renewal:

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

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

[Signatures are on the following page.]

**Signatures on this page are associated with the “AGREEMENT BETWEEN CITY OF BLOOMINGTON
PARKS AND RECREATION AND SUMMER STAR FOUNDATION FOR NATURE, ART AND
HUMANITY, INC.”.**

**City of Bloomington Parks and
Recreation Department**

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

By:

By:

Tim Street, Director

Shalin Liu, President

Kathleen Mills, President
Board of Park Commissioners

Margie Rice, Corporation Counsel

A13

Agenda item

Admin. Approval: TS

Date: 3/12/26

TO: Board of Park Commissioners
FROM: Amy Leyenbeck, Operations Coordinator
DATE: March 23, 2026
SUBJECT: Project School Window Repair

Recommendation

Staff recommends approval of the contract with City Glass of Bloomington to repair the front entrance windows at the Project School building not to exceed \$1,926, funding source: 2211-18-189000-5399.

Background

The front entrance windows at Project School are leaking and causing water damage to the building, requiring immediate remediation.

RESPECTFULLY SUBMITTED,



Amy Leyenbeck, Operations Coordinator

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

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 City Glass of Bloomington INC (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.

2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.

 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of 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 one thousand, nine hundred and twenty six (\$1926.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator, City of Bloomington, amy.leyenbeck@bloomington.in.gov, P.O. Box 848, Bloomington IN 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:	TO CONTRACTOR:
City of Bloomington	City Glass of Bloomington
Attn: Amy Leyenbeck, Operations Coordinator	Attn: Jason Zehr
Email: amy.leyenbeck@bloomington.in.gov	E-mail: jasonzehr@cityglassinc.com

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

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

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

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

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

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

[Signatures are on the following page.]

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

**CITY OF BLOOMINGTON
BY:**

**City Glass of Bloomington, INC
BY:**

Kathleen Mills, Chair DATED
Board of Park Commissioners

Signature DATED

Tim Street, Director DATED

Printed Name

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following: Six windows at the entrance to the Project School building, owned by Parks and Recreation, are leaking and causing drywall damage. The caulking around the windows will be replaced by the contractor.

EXHIBIT "B"

PROJECT SCHEDULE

Purchase and work to begin March 16, 2026 and should be finished in two weeks.
Schedule may be weather dependent.

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

A14 Agenda item

Admin. Approval: TS
Date: 3/12/26

TO: Board of Park Commissioners
FROM: Chris Hamric, Facility Manager
DATE: March 23, 2026
SUBJECT: Pathways Mills Pool Usage Agreement

Recommendation

Staff recommends the approval of the agreement.

Background

This agreement is for Pathways to use Mills Pool as part of their summer camp program, and is the same format that we have used for years. Pathways brings campers and staff to the pool before typical open hours.

RESPECTFULLY SUBMITTED,



Chris Hamric, Facility Manager

**CITY OF BLOOMINGTON
PARKS AND RECREATION
AGREEMENT WITH PATHWAYS
FOR THE USE OF
MILLS POOL**

WHEREAS, Pathways located at 827 West 14th Court, Bloomington, Indiana, desires the use of a Mills Pool for its summer day camp programs; and

WHEREAS, the City of Bloomington Department of Parks and Recreation (hereinafter referred to as “City”) owns and operates the Mills Swimming Pool (“Mills Pool”); and

WHEREAS, the City wishes to allow Pathways the use of the Mills Pool at a discounted rate.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

- 1. Purpose of the Agreement.** The purpose of the Agreement is for the City to allow Pathways limited use of Mills Swimming Pool for Pathways’s morning pre-school childcare program at a discounted rate.
- 2. Duration of Agreement.** This Agreement shall be in full force and effect from the date both parties sign this Contractual Agreement until **July 31, 2026**, unless terminated in accordance with paragraph nine (9) of this Agreement.
- 3. Days and Hours of Use.** The City hereby grants Pathways permission to use Mills Swimming Pool as follows:

Pathways shall be permitted to use the facility’s family activity pool area as part of Pathways’s preschool childcare program activities (for children ages 3-5 years) every Tuesday, Wednesday, and Thursday from May 27th , 2025 through July 31st, 2025 from 10:00 a.m. to 11:00 a.m.
- 4. Participant Fees.** Staff and participants in the Pathways program who enter the facility shall either pay an admissions fee of \$5 per person or fee waiver for regular admittance. Pathways shall track daily attendance and provide payment at the end of the season based on the above pay structure.
- 5. Life Guards.** Pathways agrees to pay the City the cost of providing a manager and lifeguard at the time that the preschoolers are using the family activity pool area. The rate is eighteen dollars and forty cents (\$18.40) per hour for the manager and sixteen dollars and eighty-one cents (\$16.81) per hour for the lifeguard.
- 6. Supervision.** Pathways agrees to provide supervisory personnel at a ratio of one (1) supervisor to every five (5) children during the time that the preschoolers are using the family activity pool area. The supervisors must be in the water with the

children, and within arm's length of children 5 and under.

7. **Responsibility for Damages; Indemnification.** Pathways agrees to assume full responsibility for the actions and behavior of all Pathways program participants and accompanying supervisors while using said facility.

In consideration for the use of Mills Pool, Pathways agrees to assume full and complete responsibility for all bodily injury, including death, and property damage which may occur as a result of the acts and omissions of Pathways, its officers, director, agents, employees, members, participants, successors and assigns, in the use of Mills Swimming Pool.

Further, in consideration for the use of Mills Swimming Pool, Pathways agrees to release, hold harmless, and indemnify the City of Bloomington, its Department of Parks and Recreation, and all City of Bloomington and Parks and Recreation officers, employees, and agents from any and all claims for personal injury, including death, or property damage that may occur as a result of the acts and omissions of Pathways, its officers, director, agents, employees, members, participants, successors and assigns, in the use of Mills Swimming Pool.

8. **Rules and Regulations.** Pathways shall comply with all rules and regulations established by the City's Department of Parks and Recreation for use of Mills Swimming Pool. Pathways shall further require its preschool program participants and accompanying supervisors to comply with all said rules and regulations.

Notice and Agreement Representatives

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

Pathways

Brittney Denton, Program Director
827 W. 14th Court
Bloomington, IN 47404
(812) 339-3429 ext. 10

Bloomington Parks and Recreation

Chris Hamric, Facilities Manager
PO Box 848
Bloomington, IN 47402
(812) 349-3762

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

Pathways

Brittney Denton, Program Director
827 W. 14th Court
Bloomington, IN 47404
(812) 339-3429 ext. 10

9. **Termination.** This contract may only be terminated in writing and by the mutual agreement of all parties to this Contractual Agreement.

WHEREFORE, the parties have entered into this Agreement on this _____ day of _____ 2026.

City of Bloomington

Pathways

Tim Street, Director
Parks and Recreation Department

Brittney Denton, Program Director

Kathleen Mills, Park Board President
Board of Park Commissioners

A15 Agenda item

Admin. Approval: TS
Date: 3/10/26

TO: Board of Park Commissioners
FROM: Chris Hamric, Facility Manager
DATE: March 23, 2026
SUBJECT: DEEM, Inc. Service Agreement

Recommendation

Staff recommends approval of the service agreement with Deem Mechanical.

Total contract not to exceed \$9,999.00
Line- 2204-18-182500-53630

Background

DEEM, Inc. is an Indianapolis-based mechanical systems contractor that possesses the necessary knowledge and certifications to work on the arena's cooling systems. This agreement will cover various authorized services related to the shutdown and maintenance of the system during the off-season.

RESPECTFULLY SUBMITTED,



Chris Hamric, Facility Manager

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Deem, 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 Deem, LLC. (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.

2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.

 - b. **Term.** This Agreement shall commence on the effective date and expire on the 1st day of April, 2027.

 - 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 Nine thousand, nine hundred and ninety-nine (\$9,999.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Chris Hamric, City of

Bloomington, 401 N. Morton St. #250 Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank.]

5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor’s work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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

7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit “B”**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

11. Independent Contractor Status. Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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

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

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

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

Contractor shall provide a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

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

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

- 21. Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 22. E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.
- 23. Non-Collusion.** Contractor certifies that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.
- 24. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:	TO CONTRACTOR:
City of Bloomington	Deem, LLC
Attn: Chris Hamric Project Manager	Attn: Marianne Wilson
chris.hamric@bloomington.in.gov	E-mail:mawilson@deemfirst.com

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

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

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

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

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

[Signatures are on the following page.]

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

**CITY OF BLOOMINGTON
BY:**

**Deem, 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:

Services as needed on an ongoing basis at the following rates:

Standard rate for HVAC, Plumbing and Electrical is:

\$107.00 hourly

\$169.00 OT

\$214.00 holiday

Truck charge \$70.00 each day on site

Standard rate for Ammonia service calls are:

\$160.00 hourly port to port

\$240.00 OT

\$320.00 Holiday

Truck charge \$70.00 each day on site

EXHIBIT "B"
PROJECT SCHEDULE

Work will be completed on an as-needed and authorized basis.

EXHIBIT "C"

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

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

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

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

Signature

Printed name

B1 Agenda item

Admin. Approval: TS
Date: 2/25/26

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: February 25 2026
SUBJECT: BRAVO AWARD – Isadore Torry

Recommendation

Staff recommends Isadore Torry for the March Bravo Award.

Background

I would like to recognize Isadore Torry with the March Bravo Award, in recognition of his volunteerism as Santa at our annual Winter Wonderland event.

Isadore has volunteered as Santa at Winter Wonderland, a joint event with the Community and Family Resources Department, for the past 3 years. His portrayal of Santa is a highlight of the event that resonate with kids and adults of all ages! He has been a key player in creating holiday magic and memories for countless families in the Banneker community. We are especially grateful for the representation he gives the children as a Black man portraying Santa – showing them that they belong in that beloved holiday photo tradition.

We are very grateful of Isadore’s volunteerism within our community!

RESPECTFULLY SUBMITTED,



Emily Buuck, Community Relations Coordinator

C1

Agenda item

Admin. Approval: TS
Date: 3/10/26

TO: Board of Park Commissioners
FROM: Leslie Brinson, Recreation Division Director
DATE: March 23, 2026
SUBJECT: APPROVAL OF PARTNERSHIP AGREEMENT WITH INDIANA UNIVERSITY FOR THE GRANFALLOON CONCERTS AT SWITCHYARD PARK

Recommendation

Staff recommends the approval of the cooperative partnership agreement with Indiana University for the Granfalloon Concert Series at Switchyard Park. The Bloomington Parks and Recreation Department will manage all contracts, scheduling and initial payment for fencing, portable restrooms and shade structures. Indiana University will reimburse the Parks and Recreation Department for all fees associated with those contracts. Funding will be managed with the Switchyard Park Non-Reverting Fund.

Background

This is the first year of what we hope will be a four-year partnership with Indiana University and the Granfalloon Concert Series. The Granfalloon Concert Series at Switchyard Park will host three ticketed concerts on June 20, July 18, and August 29th. Indiana University will be responsible for all organizational and event tasks including all items associated with performances, ticketing, and the general event area. The Parks Department will manage all contracts associated with parking, fencing, portable restrooms, and these costs will be reimbursed by IU. We are also working with IU to invest in infrastructure improvements for the stage and lawn area. Right now we are focusing on shade improvements, but a final determination on project as not been made. In this agreement, IU is guaranteeing that \$10,000 will go to this future work. This programming will fill a gap in the current concert series and offerings in the park while supporting a larger economic development investment for the City of Bloomington and Indiana University.

RESPECTFULLY SUBMITTED,



Leslie Brinson, Recreation Division Director

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

This Agreement is made and entered into this _____ day of _____, 2026, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and Indiana University (“IU”).

WHEREAS, BPRD and IU desire to cooperate in the provision of high level music performances for the benefit of the public at Switchyard Park and Bloomington; and

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

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

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which provides music performances at Switchyard Park for the Bloomington community by combining available resources from each partner to the Agreement.

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from March 2026 to December 2026, with the option to renew the partnership in January of 2027, unless early termination occurs as described in Article 7 of this Agreement.

3.0 Bloomington Parks & Recreation:

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

- 3.1.** Provide the Switchyard Park Main Stage and Main Stage Lawn for ticketed events to take place June 20, July 18, and August 29, 2026. This includes access to the backstage restroom, storage and sound equipment.
- 3.2.** Provide access to the Pavilion and Pavilion lawn for the dates listed above and specific times arranged by both parties.

- 3.3.** Work with Novo Nordisk to arrange the use of their south contractor parking lot (located west of Switchyard Park) for event parking for the three concerts from 4:00-11:00pm.
- 3.4.** Provide support staff for the three nights of the events. These staff will manage site/facility needs such as trash, park security to monitor the park outside of the fenced concert area and parking areas, parking support, stage supervision, and logistical support concerning food trucks and restroom placement and more.
- 3.5.** Provide access to the accessible golf cart (with driver) to help transport participants with accessibility concerns to the event area.
- 3.6.** Create and share an emergency action plan that would include evacuation plans and safety measures.
- 3.7.** Contract with a rental company for the temporary fencing needed on the event nights and the portable restrooms. The amount and placement of fencing and restrooms will be agreed upon with IU and IU will reimburse BPRD for the entire cost of fencing and restrooms following the events.
- 3.8.** Provide white temporary fencing or flagging to create specific viewing areas for those that have purchased tickets for VIP or Pit areas.
- 3.9.** If so desired by Indiana University, provide the Parks Mobile Stage (when available) and stage supervisor for use as a community stage prior to ticketed concerts. Stage supervisor fees would be paid by the City of Bloomington Economic and Sustainability Department.
- 3.10.** Promote the Granfalloon Concert Series at Switchyard Park within the Summer Program Guide. Parks will share Granfalloon social media posts that include Switchyard Park.
- 3.11.** Manage all aspects of infrastructure projects at the Park and be reimbursed for any and all related fees by Indiana University; provided that Indiana University shall only be responsible for fees that have been mutually agreed to in writing. Both parties will communicate concerning needs and desires.
- 3.12.** Provide an approved Noise Permit through the Board of Park Commissioners and Bloomington Fire Department tent permit (if needed) for a large temporary shade structure.
- 3.13.** Schedule Bloomington Fire Department mobile health unit to be on site for the three concert dates.

4.0 Indiana University:

The goal of Indiana University is to provide community experiences through partnerships, resulting in enhanced community well-being and enriched resident quality-of-life

Indiana University agrees to:

4.1. Responsible for Booking and Contracts

- Identify, negotiate, provide and secure talent for each concert date.
 - Prepare and manage artist contracts
 - Serve as the liaison for all communication between the talent and their teams
 - Coordinate talent logistics, schedules, technical needs, and hospitality requirements.
 - Manage performance day of shows.
 - Manage stage operation day of show.
 - Issue payments to the talent the day of the shows.
 - Comply with 10:00 pm performance end time in accordance with Parks Policy.
- 4.2.** Provide payment to the Parks and Recreation Department for any rented fencing and portable restrooms as outlined in 3.7 of this agreement.
- 4.3.** Manage all ticket purchases, including building and managing payment sites.
- 4.4.** Arrange and secure any and all alcohol and food vendors, permits (including an Arts and Entertainment permit), and security associated with the event including alcohol, and inside the ticketed area, etc.
- 4.5.** Contract with a company for the delivery and payment of any tents or other temporary structures that are to be erected for event dates (no staking allowed).
- 4.6.** Provide support staff for the three concert dates that would manage all programmatic aspects of the events.
- 4.7.** Retain all revenue from ticket sales and sponsorships as related to these three events.
- 4.8.** All event promotions materials with approval from the Parks and Recreation Department. Promote the Performing Arts Series on ticketing emails and social media when appropriate.
- 4.9.** Provide all on site signage.

- 4.10. IU shall be responsible for any damage to the stage or surrounding infrastructure resulting from concerts or concert attendees. IU shall promptly repair or reimburse the City for such damage
- 4.11. Temporary structures shall be removed by IU within a reasonable time following the final concert, and the site shall be restored to a condition equal to or better than its pre-event condition.
- 4.12. Infrastructure Improvements:

IU agrees to reimburse the Parks and Recreation Department for all infrastructure improvements to the Main Stage and surrounding stage area located at Switchyard Park in support of the concert events; provided that such improvements and related costs are mutually agreed to by the parties in writing. Year one infrastructure improvement will result in shade structures in the main stage lawn. Due to the timeline of this project, Indiana University will guarantee \$10,000 to be used for future implementation of the shade structure.

All infrastructure contracts will be managed by the Parks and Recreation Department.

Unless otherwise agreed in writing, any permanent improvements shall become the property of the City upon completion and acceptance.

Terms Mutually Agreed To By All Partners To This Agreement:

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

- 4.13. The staff and personnel involved will at all times represent all partners to this Agreement in a professional manner and reflect the commitment of both partners to quality services and customer satisfaction.
- 4.14. Work together to develop parking and traffic plans.
- 4.15. Work together on a cancellation plan.
- 4.16. Provide participants for the planning committee.
- 4.17. The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.

- 4.18. Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.
- 4.19. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City’s jurisdiction. Moreover, per Indiana Code 35-47-11, 1-4 (10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Park facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.
- 4.20. This Agreement and the services provided will be evaluated in December, 2028.

5.0 Notice and Agreement Representatives:

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

Bloomington Parks & Recreation

Leslie Brinson
 PO Box 848
 Bloomington, IN 47404
brinsonl@bloomington.in.gov
 812-349-3713

Indiana University

Edward Dallis-Comentale

ecomenta@iu.edu

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

Bloomington Parks & Recreation

Leslie Brinson
 PO Box 848
 Bloomington, IN 47404
brinsonl@bloomington.in.gov
 812-349-3713

Indiana University

Edward Dallis-Comentale

ecomenta@iu.edu

6.0 Termination:

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

7.0 Waiver

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

9.0 Release and Hold Harmless Agreement

Indiana University, including its representatives, agents, and assigns, does hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement; provided however, that Indiana University shall have no obligation to release, hold harmless, or indemnify the City of Bloomington or BPRD for any such claims, causes of action, suits, proceedings, or demands that arise from the City of Bloomington or BPRD's negligence or willful acts or omissions. IU's obligation to defend, indemnify and hold the City of Bloomington or BPRD harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability of IU as an instrumentality of the State of Indiana (e.g., actions and conditions as to which IU is immunized by the Indiana Medical Malpractice Act, the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant), so that IU's liability to defend, indemnify and hold harmless shall not exceed what might have been its liability to claimant if sued directly by claimant and all appropriate defenses had been raised by IU.

Indiana University will be the primary insurer.

10. Insurance

Prior to the events, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance, with the City named as an additionally insured, shall be given to the City prior to commencement of the events and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability Limits of Liability:

- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Ops.
- \$1,000,000 Bodily Injury / Prop. Damage
- \$1,000,000 Personal / Advertising Injury
- \$1,000,000 Each Occurrence

B. Auto Liability Limits of Liability:

- \$1,000,000 Per Accident
- Coverage Details All owned, non-owned, & hired vehicles

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.

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 2026 Partnership Agreement between the city of Bloomington Parks and Recreation and Indiana University for the Granfalloon Concert Series at Switchyard Park.

CITY OF BLOOMINGTON

INDIANA UNIVERSITY

Kathleen Mills
Board of Parks Commissioners

Donald S. Lukes
University Treasurer

Tim Street, BPRD Director

Margie Rice, Corporation Counsel

EXHIBIT "A"

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

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

1. The undersigned is the Treasurer 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

Donald S. Lukes, University Treasurer

C2 Agenda item

Admin. Approval: TS
Date: 3/12/26

TO: Board of Park Commissioners
FROM: Rebecca Swift, Operations & Development Division Director
DATE: March 23, 2026
SUBJECT: REVIEW/APPROVAL CONTRACT WITH MONROE LLC FOR POWERLINE TRAIL PROJECT DEVELOPMENT

Recommendation

Staff recommends approval of this construction contract with Monroe, LLC to provide construction services for the Powerline Trail development project. Monroe LLC was the lowest bidder among five bids received for this project.

Amount: \$637,775

Funding source: 4655-18-18018A-54510 (BICI Bond)

Background

The project includes construction of a new 0.9 mile multi-use trail within the Duke Energy easement, including corridor preparation, trail base installation, paving of a 12 foot wide trail, drainage improvements, grading, erosion control, restoration of disturbed areas, and use of glow rock aggregate. The scope also includes construction of a formal trailhead at Rogers Street with an informational kiosk, benches, bike racks, and trees, as well as installation of an ADA accessible pedestrian crossing on South Rogers Street with a raised crosswalk, curb ramp modifications, and pedestrian activated warning devices. Additional work includes trail connections to RCA Community Park and coordination with City staff and utility partners to ensure compliance with safety and regulatory requirements.

RESPECTFULLY SUBMITTED,



Rebecca Swift,
Operations & Development Division Director

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Monroe, 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 Monroe, LLC (“Contractor”) (collectively the “Parties”).

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR for services (more particularly described in Attachment A, “Scope of Work”; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, “Scope of Work”.

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR by December 31, 2026, from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of

performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'F'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
- Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
- Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements. If federal funds are not used, this requirement does not apply.

3.06 Project Manager The Project Manager shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

4.01 For contracts in excess of \$200,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held as set out below.

4.02 Retainage Amount The retainage amount shall be three percent (3%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage

amount shall be placed in an escrow account with an escrow agent or shall be held by the Parks Commissioners Board ("Board"). The third-party Escrow Agent is Yellow Cardinal Advisory Group Columbus, Indiana, a subsidiary of First Financial Bank.

4.03 Escrow Agent If a third-party escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.04 Board If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.

4.05 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.06 Payment of Retainage Amount by the Board The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this time, the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.07 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, the Owner may direct the escrow agent or the Board to retain and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/project manager. The escrow agent or the Board shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the Owner or another party under contract with Owner, said funds shall be released to Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR 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 and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 ABANDONMENT, DEFAULT AND TERMINATION

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work, which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by Project Manager or his or her representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.

- If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 SUCCESSORS AND ASSIGNS

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 EXTENT OF AGREEMENT: INTEGRATION

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. 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.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.

5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bonds and the Payment Bond (If applicable).
14. The Escrow Agreement (if applicable).
15. Taxpayer's W-9 form for Identification number and certification: Substitute W-9, when requested

5.04.02 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 other scope of work in question, 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 as enumerated above.

5.05 INSURANCE

5.05.01 CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limit</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000

Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate. Deductible shall not be more than \$10,000.
F. Cyber Attack and Cyber Extortion	
Computer Attack Limit (Annual Aggregate)	\$1,000,000
Sublimit (Per Occurrence) for Cyber Extortion	\$100,000
Computer Attack and Cyber Extortion deductible (per occurrence)	\$10,000
G. Network Security Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (per occurrence)	\$10,000
H. Electronic Media Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (Per Occurrence)	\$10,000
I. Fraudulent Impersonator Coverage	
Limit (Annual Aggregate)	\$250,000
Deductible (Per Occurrence)	\$5,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless agreements;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.05.05 After Substantial Completion of the Project and the release of Retainage, and with the prior written approval of CITY, CONTRACTOR may reduce the coverage of Cyber Attack and Cyber Extortion, Network Security Liability, Electronic Media Liability, and Fraudulent Impersonator Coverage.

5.06 Necessary Documentation

CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 APPLICABLE LAWS

CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with Bloomington Municipal Code 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 NON-DISCRIMINATION

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

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 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.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 WORKMANSHIP AND QUALITY OF MATERIALS

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR'S Performance Bonds.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Project Manager. The approval by the Project Manager of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined

by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the Project Manager.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Project Manager and are not subject to arbitration.

5.10 SAFETY

CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated.

5.11 AMENDMENTS/CHANGES

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 PERFORMANCE BOND AND PAYMENT BOND

5.12.01 For contracts in excess of \$200,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount. Contractor shall additionally provide a Performance Bond in the amount of \$10,000 issued to the Monroe County Highway Department (for road cuts).

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bonds.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 PAYMENT OF SUBCONTRACTORS

CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR

5.14 WRITTEN NOTICE

Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:	TO CONTRACTOR:
City of Bloomington	Monroe, LLC
Attn: Rebecca Swift, Project Manager	Attn: John Simpson
401 N. Morton St. Suite 250	4440 State Road 46 West
Bloomington, IN 47404	Nashville, IN 47448
Rebecca.swift@bloomington.in.gov	E-mail: jsmonroe@iquest.net

5.15 SEVERABILITY AND WAIVER

In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 NOTICE TO PROCEED

CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official **written** Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 STEEL OR FOUNDRY PRODUCTS

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

5.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 VERIFICATION OF EMPLOYEES’ IMMIGRATION STATUS

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

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

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

5.19 DRUG TESTING PLAN

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a **public works project** that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract,

fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program.

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 Monroe, LLC**

**CITY OF BLOOMINGTON
BY:**

**MONROE, LLC
BY:**

Kathleen Mills, Chair DATED
Board of Park Commissionners

Signature DATED

Tim Street, Director DATED

Printed Name

Margie Rice, Corporation Counsel DATED

Title

**EXHIBIT “A”
SCOPE OF WORK**

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project:

This project, titled ‘Powerline Trail Development,’ shall include, but is not limited to, the installation of a new multi-use trail within the Duke Energy easement located in Bloomington, IN. Work includes preparing the corridor, establishing the trail base, installing the trail surface, constructing drainage features, addressing grading and erosion control needs, restoring disturbed areas and coordinating with City staff and utility partners to ensure all construction activities adhere to local regulations and safety requirements.

The project includes the installation of a 12-foot-wide paved trail consistent with City trail standards and all Duke Energy right-of-way requirements. The contractor will also construct a formal trailhead at Rogers Street featuring an informational kiosk, benches, bike racks, and landscaping as well as an ADA-accessible pedestrian crossing on South Rogers Street with a raised crosswalk, curb ramp modifications, and pedestrian-activated warning devices. Additional work includes installing trail connections to the RCA Community Park and restoring any disturbed areas to preconstruction conditions.

All work must follow the approved design plans, meet City of Bloomington's requirements, and be completed within the project’s established timeline and budget.

CITY OF BLOOMINGTON BID FORM

This BID Summary Sheet shall be completed and submitted with all other BID Documents.

The Lump Sum Base Bid price to complete all aspects in the Powerline Trail Development Project including all associated work per plans and specifications is:

Price for Powerline Trail Construction \$ 631,275
Bid for "Glow Aggregate" Installation (See Technical Specification 1.10) \$ 6,500
Lump Sum Price for Total Project Construction \$ 637,775

The contractor will (check one): [] invoice a single lump sum at the conclusion of the project

[x] submit invoices based on project progression. (Retainage of 3% for escrow on projects \$200,000 or higher is required)

Proposed start date for this project is 4-15-26 and the total number of calendar days for completion of base bid (date) is 260 (number of days)

For contracts \$200,000 or higher, and progression payments are selected, a required 3% retainage deduction per invoice will be applicable. Please select your escrow preference if your bid submittal is \$200,000 or higher.

Interest-bearing retainage escrow account administered by the Retainage Agent, First Financial Bank dba Yellow Cardinal Advisory Group. You will be required to complete escrow agent contract documentation if this option is selected.

Retainage will be held by the the appropriate Board for the City of Bloomington. Contractor acknowledges and agrees that no interest will be earned or payable on the Escrow held by the City. If you select this option you may skip pages 18 - 26.

The project shall be completed by December 31, 2026.

BID FORM (page 2 of 2)

In submitting this Bid, Bidder represents that:

- A. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and state conditions that may affect cost, progress, performance, and furnishing of the Work.
B. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No., Dated 1 2-27-26
Addendum No., Dated 2 3-3-26
Addendum No., Dated

SIGNATURE OF BIDDER

Name of Bidder: Monroe LLC Date: 3-6-26

By: [Signature]

Name & Title Printed: John M Simpson

Bidder Address: 4440 St Rd 46 W Telephone: 317 847-2697
Nashville, IN 47448

EXHIBIT “B”

PROJECT SCHEDULE

- Work must be substantially complete by **November 30, 2026**.
- Final punch list items completed by **December 31, 2026**.
- Contractor must coordinate with the City for access and scheduling work along ROWs.

EXHIBIT "C"

AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES

STATE OF Indiana)
) SS:
COUNTY OF Brown)

E-VERIFY AFFIDAVIT

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

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

[Signature]
Signature
John Simpson
Printed Name

STATE OF Indiana)
) SS:
COUNTY OF Brown)



KAYLEE OLIPHANT
Notary Public
Brown County
Commission Number NP0767275
Expiration Date 11-20-2033

Before me, a Notary Public in and for said County and State, personally appeared John Simpson and acknowledged the execution of the foregoing this 5th day of March, 2020.

[Signature]
Notary Public's Signature

Printed Name of Notary Public: Kaylee Oliphant
My Commission Expires: 11-20-2033
County of Residence: Brown

EXHIBIT "D"
AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

1. The undersigned is the Managing Member 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."

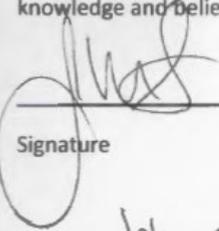
4. The projected employment needs under the award include the following: 3 Laborers

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

No projected increase or decrease

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

John Simpson

Printed name



**City of Bloomington
Human Rights Commission**

TO: MONROE LLC

EXPIRATION: FEBRUARY 12, 2027

Dear Board Members:

I have received a signed and dated contract compliance affidavit from **MONROE LLC** which is on file with the City Legal Department. I will retain a copy of the form in my files. Contract compliance affidavits are renewed on an annual basis.

Sincerely,

Anna Lamberti Holmes

Anna Lamberti Holmes
Assistant City Attorney

Cc: File
Bidder

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CAROLYN J WAGGONER; DAVID A LINTHICUM; FELICIA A JOHNSON; MICHAEL K CORCORAN; NICHOLAS A TINNEY; PAMELA D KREEB; STELLA M MILLI; TIFFANY T WILLIAMS;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Leburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

[Handwritten signature of Sharon Leburda]

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 6th day of March, 2026.

[Handwritten signature of Lezlie F. Chimienti]

Assistant Secretary

BDJ 1(04-24)00

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Monroe, LLC
4440 State Road 46 W
Nashville, IN 47448-9480

SURETY:

(Name, legal status and principal place of business)
Nationwide Mutual Insurance Company
1 W Nationwide Blvd
Columbus, OH 43215-0275

Mailing Address for Notices

OWNER:

(Name, legal status and address)
Board of Park Commissioners - City of Bloomington
401 N. Morton Ste 250
Bloomington, IN

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)
Powerline Trail Development

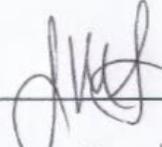
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of March, 2026

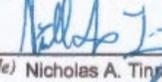

(Witness)

Monroe, LLC
(Principal)  (Seal)

Managing Member
(Title)


(Witness)

Nationwide Mutual Insurance Company
(Surety)


(Title) Nicholas A. Tinney, Attorney-in-Fact





STAFF REPORT

TO: Board of Park Commissioners
FROM: Aleksandrina Pratt, Assistant City Attorney
DATE: March 18, 2026
SUBJECT: Permitted Changes to Requirements of Invitation to Bid

The Bloomington Parks and Recreation Department (“BPRD”) issued an invitation for bids under Indiana Code 5-22-7 for the construction of the Powerline Trail (“Project”). Bids were opened on March 6, 2026. Five bidders submitted bids for the Project.

A purchasing agency may not permit changes in bid prices or other provisions of bids prejudicial to the interest of the governmental body or fair competition after bid opening. IC 5-22-7-11. A decision of the purchasing agent to permit a change to the requirements of the invitation for bids must be supported by a written determination by the purchasing agency. IC 5-22-7-13. Further, only criteria specified in the invitation to bids may be used in bid evaluation. IC 5-22-7-4.

The BPRD listed five factors for evaluating bids: whether the bidder (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has the necessary financial resources to meet all obligations incident to the work; (d) has appropriate technical experience; and (e) can be added as an approved vendor to the City of Bloomington. The BPRD, however, did not require information for these five factors to be submitted.

The BPRD would like to permit a change to the requirements of the invitation for bids to include information about the five factors used in the evaluation to bid. This change will be permitted under Indiana Code 5-22-7-11 as it does not permit changes in bid prices, it is not prejudicial to fair competition as it allows all bidders to submit that information, and is not prejudicial to the interests of the City of Bloomington as it will help in the adequate evaluation of the bids.

Therefore, under Indiana Code 5-22-7-13, the Board of Park Commissioners may permit a change to the requirements for bids by signing the proposed Order.

City of Bloomington Board of Park Commissioners' Order on Permitting Changes to Requirements of Invitation to Bid

Order for Monday, March 23, 2026, 5:00pm Meeting

This matter is before the Board of Park Commissioners for a written determination to permit a change to the requirements for bids under Indiana Code 5-22-7-13 for the Powerline Trail Project ("Project").

The Board of Park Commissioners now finds as follows:

1. A change to the requirements of the invitation for bids for the Project to include information for the five factors used in evaluating the bids is allowed under Indiana Code 5-22-7-11.
2. The Board of Park Commissioners, therefore, permits the change to the requirements of the invitation for bids.

So ordered this 23rd day of March, 2026.

City of Bloomington

Board of Park Commissioners

Signature:

Full Name:

Date Signed:

Title:

C3 Agenda item

Admin. Approval: TS
Date: 3/12/26

TO: Board of Park Commissioners
FROM: Rebecca Swift, Operations & Development Division Director
DATE: March 23, 2026
SUBJECT: REVIEW/APPROVAL CONTRACT WITH REA FOR POWERLINE TRAIL
PROJECT INSPECTION SERVICES

Recommendation

Staff recommends approval of this service agreement with Rundell Ernstberger Associates, INC (REA) to provide inspection services for the construction of the Powerline Trail.

Amount: \$124,950

Funding source: 4655-18-18018A-54510 (BICI Bond)

Background

REA proposes to provide part-time construction inspection services for the Powerline Trail project connecting Switchyard Park to RCA Park, to be constructed within a Duke Energy powerline easement on Monroe County property. Services include on-site inspections, participation in preconstruction and progress meetings, evaluation of work for compliance, stormwater pollution prevention inspections, oversight of materials testing, review of submittals, RFIs, and change orders, documentation of daily field activities, and assistance through final completion. Compensation is proposed on an hourly, not-to-exceed basis that is billed monthly with 30-day payment terms, with any additional services or fee increases requiring prior written authorization by the City.

RESPECTFULLY SUBMITTED,



Rebecca Swift,
Operations & Development Division Director

AGREEMENT FOR PROFESSIONAL SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Rundell Ernstberger Associates, 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 Rundell Ernstberger Associates, INC (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.

2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.

 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.

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

3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed One Hundred Twenty Four Thousand Nine Hundred Fifty (\$124,950) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Rebecca Swift, City of Bloomington, 401 N. Morton St. Suite 250 Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The

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

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
5. **Compliance with WCAG.** Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.2, currently available at <https://www.w3.org/WAI/standards-guidelines/wcag/>.
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. Professional Liability/Errors and Omissions
 - i. \$1,000,000 per occurrence
 - ii. \$2,000,000 aggregate
- e. Umbrella/Excess Liability with a required limit of \$1,000,000.
- f. Cyber Attack and Cyber Extortion
 - i. Computer Attack Limit (Annual Aggregate) \$1,000,000
 - ii. Sublimit (Per Occurrence) for Cyber Extortion \$100,000
 - iii. Computer Attack and Cyber Extortion deductible (per occurrence) \$10,000
- g. Network Security Liability
 - i. Limit (Annual Aggregate) \$1,000,000
 - ii. Deductible (per occurrence) \$10,000

- h. Electronic Media Liability
 - i. Limit (Annual Aggregate) \$1,000,000
 - ii. Deductible (Per Occurrence) \$10,000
- i. Fraudulent Impersonator Coverage
 - i. Limit (Annual Aggregate) \$250,000
 - ii. Deductible (Per Occurrence) \$5,000

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

Contractor shall provide a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 14. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 15. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 16. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 17. **Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

- 18. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor’s work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
- 21. Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 22. E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “C”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.
- 23. Non-Collusion.** Contractor certifies that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.
- 24. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Rundell Ernstberger Associates, INC
Attn: Rebecca Swift, Project Manager	Attn: Cecil Penland, PLA, ASLA
401 N. Morton St. Suite 250	618 East Market Street
Bloomington, IN 47404	Indianapolis , IN 46202
Rebecca.swift@bloomington.in.gov	E-mail: cpenland@reasite.com

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

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

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

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

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

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

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON

**RUNDELL ERNSTBERGER
ASSOCIATES**

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:

Rebecca Swift

Operations & Development Director, Parks & Recreation Department
City of Bloomington
rebecca.swift@bloomington.in.gov

**Re: Parks & Recreation
Proposal for Powerline Trail Construction Inspection**

December 4, 2025

Dear Ms. Swift,

Rundell Ernstberger Associates, Inc. (REA) is pleased to submit this proposal for construction inspection services related to the Powerline Trail construction project. We are excited by the opportunity to continue our work with the Parks & Recreation Department and assist in the development of this trail connecting Switchyard Park to RCA Park.

For this project, we have assembled a team that includes: REA, prime consultant and lead inspector; and Patriot Engineering, testing services. Following is REA's understanding of the project, scope of work, anticipated timeline, and fee proposal.



PROJECT UNDERSTANDING:

1. The Parks & Recreation Department is seeking to construct a trail connecting Switchyard Park to RCA Park.
2. The project site is located within a Duke Energy powerline easement on the Board of Commissioner of Monroe County's property. The trail's western terminus is at the property line between the Board of Commissioner of Monroe County and Sudbury Development Partners, LLC. The eastern terminus is at South Rogers Street at the western entrance to Switchyard Park.
3. The Parks & Recreation Department is seeking a professional services proposal for construction inspection services for the construction phase of the trail project.
4. The construction phase of the project is scheduled to bid in the early Spring of 2026 with an anticipated construction timeline of six months.
5. The inspection services will be provided part-time with an estimated (20) hours per week of onsite inspection throughout the project's construction.

SCOPE OF WORK:

Based on the above understanding, REA proposes the following scope of work for construction inspection services:

1. Project Representative: Our team will provide a minimum of one, part-time Project Representative, Jud Huber, on site for the duration of construction activities as required. Any requested change in personnel will require written approval by the Parks & Recreation Department (City). The Project Representative will coordinate with the Contractor to be on site during critical inspection periods to ensure compliance with Contract Documents.
2. Pre-Construction Meeting(s): Our team will attend the preconstruction meeting(s) and assist the City in the review of lines of communication, correspondence, schedule, procedures, meeting dates, and unique construction items with the Contractor.
3. Progress Meetings: The Project Representative will attend and facilitate bi-weekly, or weekly as needed, construction progress meetings to review progress of work, construction schedule, and outstanding issues.



4. Evaluations of the Work: The Project Representative will observe and evaluate construction activities to determine if the Work observed is being performed in accordance with the Contract Documents; report on the progress and quality of the portion of the Work completed; and report to the Contractor and the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and defects and deficiencies observed in the Work.
5. Stormwater Pollution Prevention: The Project Representative will review the site for general compliance with the Stormwater Pollution Prevention Plan developed for the project. Stormwater Pollution Prevention measures will be reviewed on a weekly basis and after stormwater events minimally. Weekly inspection reports and logs will be provided, and a review of stormwater prevention measures will occur at all progress meetings.
6. Testing:
 - a. General: The project Geotechnical Engineer will furnish all equipment necessary to sample and test materials in accordance with the frequency of sampling requirements per the contract documents. The Project Representative will obtain field samples of materials as required and deliver them to the appropriate laboratory or testing facility.
 - b. Soil Testing: Structural fill will be required for construction of portions of the site work. For structural fill construction, the project geotechnical engineer will provide compaction testing using a nuclear density gauge. It is recommended that proofrolls be conducted prior to placing fill and during fill placement as directed by the Geotechnical Engineer. Proctor testing will be conducted on selected fill materials to determine optimum compaction criteria prior to providing density testing in the field. This proposal assumes fifty nuclear gauges tests.
 - c. Concrete Testing: Cast-in-place concrete will be used to construct footings and slabs. Concrete testing will be conducted during construction to determine slump, temperature, air content, and a set of (5) cylinders will be molded for compressive strength testing at (7) and (28) days in accordance with ACI requirements. This proposal assumes forty-five concrete compression test cylinders.
 - d. Concrete Inspection: Prior to concrete placement, inspections will be provided to verify correct reinforcing steel placement including grade of steel, bar quantities, diameters, cleanliness, and form clearance.
7. Certificates for Payment to Contractor: The Project Representative will review and certify the amounts due the Contractor and issue certificates in such amounts. Certification for payment shall constitute a representation to the City, based on the Project Representative's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Project Representative's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The Project Representative will maintain a record of the Applications and Certificates for Payment.
8. Submittals: The Project Representative will review and coordinate with the Design Engineer on the processing of design submittals. The Project Representative will maintain a record of submittals and copies of submittals supplied by the Contractor.
9. Requests for Information (RFI) and Architect's Supplemental Instructions (ASI): The Project Representative will review and coordinate with the Design Engineer on project RFIs and ASIs. The Project Representative(s) will maintain a record of RFI's and ASI's.
10. Changes in the Work: The Project Representative will review and evaluate proposal requests from the Contractor. At the City's discretion and in coordination with the City, the Project Representative will authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time; prepare Change

Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents; and maintain records relative to changes in the Work.



11. **Project Completion:** The Project Representative will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the City, for the City's review and records, as-built drawings, operations and maintenance manuals, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Final inspections shall be conducted with the City to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. When the Work is found to be substantially complete, the Project Representative will inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. The Project Representative will forward to the City the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against liens; and (3) any other documentation required of the Contractor under the Contract Documents. Prior to the expiration of one year from the date of Substantial Completion, the Project Representative will conduct a One Year Warranty Inspection with the City and prepare a list of warranty items to be addressed by the Contractor.
12. **Records:** The Project Representative will keep a daily record of hours spent on-site, weather conditions, visiting officials, construction decisions and changes, general observations, construction progress, and observations specific to test procedures and inspections of work. Daily records will be recorded as field reports and submitted to the Owner within one week of the date of occurrence of the construction inspection. Additionally, the Project Representative will maintain a set of "As-Built" drawings on which authorized changes are noted. These records will be delivered to the City of Bloomington upon request, and at the end of the project.

SCHEDULE:

Construction inspection services will be completed in conjunction with construction activities. We anticipate (24) active construction weeks, or (120) working days for the Site Construction Phase. Our time period assumptions are listed in the table below. We understand the dates are subject to change but the durations will be similar.

<u>Construction Milestone</u>	<u>Timeline</u>
Site Construction Phase Start	3/1/2026
Site Construction Phase Complete	9/1/2026

No work under this Contract shall be performed until a written notice to proceed from the City is received.

Should these schedule dates be reduced or increased, or additional man-hours be required, the contract shall be modified accordingly.

COMPENSATION:

Based on the scope of services and schedule outlined above, REA proposes an hourly, not-to-exceed fee of \$124,950.00 in accordance with the attached man-hour justification (Attachment B). Payment will be made for the actual hours of work performed exclusively on this contract plus expenses and in accordance with the rate schedule in Attachment A.

- Services will be billed monthly on an hourly basis with payment due 30 days from the date of the invoice.
- Fees will not be exceeded without prior written approval from the City.
- Additional services requested beyond those specified herein will be billed per our standard hourly rates in effect at the time services are rendered, or on a negotiable basis. Such services will be performed only when authorized in writing by the City.

ADDITIONAL SERVICES

Should any services not outlined in the above scope of work and fee for this project be required, these services shall be provided if authorized through an approved amendment of this agreement by the City. Additional services will be billed at our standard hourly rates (see attached schedule) or on a negotiated fee basis.



Rebecca, if the terms of this proposal are agreeable to you, please provide the appropriate signatures below and return a copy to REA. Should you elect to use a different form of agreement, please attach a copy of this letter as an exhibit to the preferred form of agreement between the City of Bloomington and Rundell Ernstberger Associates, Inc.

Please let us know if there is any additional information or clarification you need at this time. We appreciate the opportunity to provide you with this proposal and are excited about the opportunity to continue working with you!

Respectfully,

Cecil Penland, Partner, PLA, ASLA

cpenland@reasite.com / 317.263.0127

ATTACHMENTS:

- Attachment A: Standard Rate Schedule
- Attachment B: Man-Hour Justification

Attachment A: RATE SCHEDULE

<u>Employee Classification</u>	<u>Hourly Rate</u>
Resident Project Representative	\$130.00
Construction Inspection Field Technician	\$110.00
Project Manager	\$185.00
Partner in Charge	\$230.00

**POWERLINE TRAIL - SITE | Bloomington, IN | Attachment B:
Construction Inspection Man-Hour Justification/Fee Estimate -
12/4/2025**

ANTICIPATED TIMELINE:	3/1/2026 - 9/1/2026
No. of Construction Weeks:	24
Anticipated Const. Shutdown Weeks:	0
Total Active Construction Weeks:	24

SITE CONSTRUCTION			
Anticipated Timeline: 3/1/2026 - 9/1/2026			
Anticipate Construction Shutdown: N/A No. of			
Active Construction Weeks: 24			
Anticipated Number of Work Days: 120			
WORK CATEGORIES	REA		
	RPR	PM	PIC
	Jud Huber	Patrick Dierkes	Cecil Penland
Labor			
Meetings	20	20	20
Field Observation	384	48	0
Administration	120	36	12
Closeout	24	16	10
Labor Summary			
Total Hours	548	120	42
Hourly Rate	\$130.00	\$185.00	\$230.00
Total Labor	\$71,240.00	\$22,200.00	\$9,660.00
			\$103,100.00
Expenses			
Total Mileage	8,064	240	448
* Mileage Rate	\$0.700	\$0.700	\$0.700
Total Mileage Cost	\$5,644.80	\$168.00	\$313.60
Total Per Diem	48	0	0
Per Diem Rate	\$15.00	\$15.00	\$15.00
Total Per Diem Cost	\$720.00	\$0.00	\$0.00
Total Expenses	\$6,364.80	\$168.00	\$313.60
			\$6,850.00
Total Labor + Expenses	\$77,604.80	\$22,368.00	\$9,973.60
REA Total	\$109,950.00		
Testing Budget	\$15,000.00		
Project Total	\$124,950.00		

* Mileage Rate is based on the current Federal business mileage rates for 2025

EXHIBIT "B"

PROJECT SCHEDULE

All services will be complete by December 31, 2026.

EXHIBIT "C"

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

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

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

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

Signature

Printed name

C4 Agenda item

Admin. Approval: TS
Date: 3/12/26

TO: Board of Park Commissioners
FROM: Rebecca Swift, Operations & Development Division Director
DATE: March 23, 2026
SUBJECT: LEASE AGREEMENT WITH GTE MOBILNET OF INDIANA LIMITED PARTNERSHIP (VERIZON WIRELESS)

Recommendation

Staff recommends approval of this land lease agreement with GTE Mobilnet of Indiana Limited Partnership d/b/a Verizon Wireless to own, operate, and maintain a wireless communications tower located at BPRD Operations Center (545 S Adams St) and to allow Verizon up to five additional automatic five-year renewal terms.

Background

This amendment to the 2015 land lease between the BPRD and Verizon Wireless updates the agreement to allow Verizon up to five additional automatic five-year renewal terms, unless it provides notice of non-renewal at least 30 days before the current term expires, with existing rent adjustments, including the 10% escalator, remaining in effect. It restricts the City's ability to assign the lease solely to a future owner of the property, updates formal notice requirements and contact information for both parties, and allows execution via electronic and counterpart signatures. BPRD's compensation comes from ongoing rental payments established in the original lease, which continue and increase according to the agreed escalation schedule as the lease renews. All other terms of the original lease remain in force.

RESPECTFULLY SUBMITTED,



Rebecca Swift, Operations and Development Division Director

FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT (this “**Amendment**”), dated as of this ____ day of _____, 20____ (the “**Effective Date**”), by and between **The City of Bloomington**, (“**Lessor**”), and **GTE Mobilnet of Indiana Limited Partnership d/b/a Verizon Wireless** (“**Lessee**”), recites and provides:

RECITALS

WHEREAS, Lessor is the fee owner of certain real property located in Monroe County, Indiana, (the “**Property**”).

WHEREAS, Lessee currently leases a portion of Property under Land Lease Agreement with Lessor, dated July 28, 2015 (the “**Lease**”).

WHEREAS, Lessee owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Property (collectively, “**Improvements**”).

WHEREAS, Lessor and Lessee now desire to amend the Lease as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.
2. Renewal Terms. Lessee shall have the option to extend the Lease for Five (5) additional Five (5) year renewal periods (each, an “**Extension Term**”) with the initial Extension Term commencing on the day immediately following the expiration date. Each such Extension Term shall be deemed automatically exercised by Lessee unless Tenant provides written notice to Lessor of non-renewal at least thirty (30) days prior to expiration of the then-current term. Rent shall adjust as set forth in the Lease. For avoidance of doubt, the 10% term escalator is to remain in effect.
3. Assignment. The Lease is hereby amended to delete any existing provisions to the contrary and to insert the following in their place: “Lessor may assign this Lease only in its entirety and only to any person or entity who or which acquires fee title to the Property.”

4. Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

If to Lessee:

VB Acquisitions, LLC
c/o Vertical Bridge REIT, LLC
22 W Atlantic Ave, Suite 310
Delray Beach, Florida 33444
Attention: General Counsel
Ref: US-IN-5362

If to Lessor:

The City of Bloomington
401 N. Morton Street
Bloomington, Indiana 47404
rebecca.swift@bloomington.in.gov

5. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment (or any notices pursuant to the Lease) bearing an original signature by facsimile transmission, by DocuSign, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.
6. Ratification. Except as amended and modified in this Amendment, the terms and conditions of the Lease (in existence prior to this Amendment) are ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Lease (in existence prior to this Amendment) and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease (in existence prior to this Amendment).
7. Lessor Statements. Lessor represents and warrants to Lessee that (i) Lessor is a duly incorporated Second Class City pursuant to the laws of the State of Indiana; (ii) Lessor has full authority to execute and perform this Amendment, and the signatory(ies) have authority to bind Lessor; (iii) Lessor is the sole owner of the Property. These representations and warranties shall survive the execution and delivery of this Amendment.

[The remainder of this page is intentionally blank; signature page follows.]

<p>WITNESSES:</p> <p>_____</p> <p>Name: _____</p> <p>_____</p> <p>Name: _____</p>	<p>TENANT:</p> <p>GTE Mobilnet of Indiana Limited Partnership d/b/a Verizon Wireless</p> <p>By: VB Acquisitions, LLC a Delaware limited liability company It's Attorney-in-Fact</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	--

[Tenant's Signature Page to Amendment]

(Above 3" Space for Recorder's Use Only)

Prepared by and Upon Recording Return to:

By: VB Acquisitions, LLC
22 W Atlantic Ave, Suite 310
Delray Beach, Florida 33444
Attn: Allison Cannella – SVP & General Counsel

Cross Reference:

Site Name: WS Anna Lee
Site Number: US-IN-5362

Instrument #: 2016001681

FIRST AMENDMENT TO MEMORANDUM OF LEASE

This First Amendment to Memorandum of Lease (“**Amendment**”) is entered into and made effective as of _____ day of _____ 20____ and is by and between **The City of Bloomington**, (“**Lessor**”), whose address is 401 N. Morton Street, Bloomington, Indiana 47404, and **GTE Mobilnet of Indiana Limited Partnership d/b/a Verizon Wireless**, whose mailing address is 22 W Atlantic Ave, Suite 310, Delray Beach, Florida 33444 (“**Lessee**”). Landlord and Tenant may be referred to herein as “**Party**” or jointly as “**Parties**”.

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated July 28, 2015 (“**Lease**”) as entered into record via that certain Memorandum of Land Lease Agreement dated January 29, 2016, as recorded on February 11, 2016 as Instrument #2016001681, in the Public Records Office of Monroe County, State of IN. (“**Memorandum**”). The Lease and Memorandum may be referred to herein collectively as the “**Agreement**”.

WHEREAS, Lessor and Lessee desire to amend the Agreement as set forth below in this Amendment.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Lessor and Lessee agree as follows:

1. **Recitals, Definitions.** The recitals set forth above are accurate and hereby incorporated into the Agreement by reference thereto. All capitalized terms not defined herein shall have the same meaning set forth in the Agreement.

2. **Amendment.** The Agreement is amended to add Five (5) additional Five (5) year renewal periods (each an “**Additional Renewal Term**”). Each such Additional Renewal Term shall be deemed

Site Name: WS Anna Lee
Site Number: US-IN-5362

automatically exercised by Tenant unless Tenant provides written notice to Landlord of non-renewal at least thirty (30) days prior to expiration of the then current term.

3. **Ratification.** Except as amended herein, all of the terms and conditions of the Agreement are hereby ratified and confirmed in all respects and shall remain unchanged and continue in full force and effect.

4. **Conflict.** In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and supersede those set forth in the Agreement.

5. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

7. **Representations and Warranties.** To the extent applicable, each party hereby represents and warrants to the other party that such party: (a) is a duly authorized and existing entity; (b) is qualified to do business in the state in which the Property is located; and (c) has full right and authority to execute and enter into this Amendment and to perform the obligations imposed upon such party without the consent of any other party or person. Further, each of the persons executing this Amendment on behalf of such party hereby represents and warrants that such person is authorized to do so.

8. **Entire Agreement.** This and any attachments, which are hereby incorporated into and made a part of this Amendment, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

9. **Authority to Sign.** Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

10. **Counterparts.** This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN
ON NEXT PAGE]

[Tenant's Signature Page to Memorandum]

WITNESSES: _____ Name: _____ _____ Name: _____	LESSEE: GTE Mobilnet of Indiana Limited Partnership d/b/a Verizon Wireless By: VB Acquisitions, LLC A Delaware limited liability company It's Attorney-in-Fact By: _____ Name: _____ Title: _____ Date: _____
---	--

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned, a Notary Public, in and for said County and State, this _____ day of _____, 20_____, personally appeared _____ (name of signatory), _____ (title of signatory) of VB Acquisitions, LLC, and acknowledged the execution of the foregoing instrument.

Notary Public

Print Name: _____

My Commission Expires: _____

C5

Agenda item

Admin. Approval: TS
Date: 3/10/26

TO: Board of Park Commissioners
FROM: Hsiung Marler, Recreation Facilities General Manager
DATE: March 23, 2026
SUBJECT: 2026 SWITCHYARD PARK GREEN DRAGON MOWING CONTRACT

Recommendation

Staff recommends approval of the 2026 Switchyard Park Mowing Contract to be awarded to Green Dragon Lawncare INC.

The total area to be mowed at Switchyard Park is 749,620 sq. ft. or approximately 17.2 acres. This amount is an increase from 15.6 acres in previous contracts. The increase is due to areas being shifted from Park staff and some areas being reclaimed for turf use from other uses.

The per cycle quote was for \$1.032 (\$60/acre). Typically there are 26-30 cycles per year. Mowing generally starts in mid to late April.

Total amount of contract: Not to exceed \$33,025

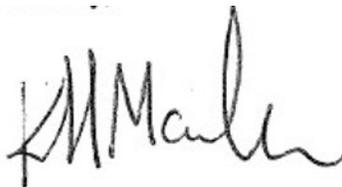
Funding source: 2204-18-189006-53610 SYP GF

Background

During the 2026 Request for Quote process there were six mowing landscape companies that submitted a quote. Green Dragon was the lowest.

Green Dragon is the previous contract mower for Switchyard Park. Parks is satisfied with Green Dragon's previous work.

RESPECTFULLY SUBMITTED,



Hsiung Marler, Recreation Facilities General Manager

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
GREEN DRAGON LAWCARE 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 GREEN DRAGON LAWCARE 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 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 THIRTY-THREE THOUSAND AND TWENTY-FIVE DOLLARS (\$33,025). Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Hsiung Marler, City of Bloomington, marlerh@bloomington.in.gov. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:	TO CONTRACTOR:
City of Bloomington	Green Dragon Lawncare INC
Attn: Hsiung Marler, Project Manager	Attn: Brian Obery
	Owner
	brian@greendragonlawncare.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 Green Dragon Lawncare INC.

CITY OF BLOOMINGTON

**GREEN DRAGON LAWNCARE
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

1. Map of proposed locations for contracted mowing

1. The Services shall include mowing the areas listed on the included maps in Exhibit "E".

2. General Conditions and Scope of Work

1. Work performed by the Contractor shall involve approximately twenty-six (26) weekly mowing cycles and approximately seven (7) monthly cycles during the Agreement.
2. Frequency of mowing cycles will be at the discretion of the Buyer or their designee. Typically they will be every seven (7) to ten (10) days, depending on weather conditions.
3. No guaranteed minimum or maximum number of mowing cycles is either stated or implied. At their discretion, the Buyer or their designee, reserve the right to increase, suspend, or cancel any part of the mowing and trimming contract. The cancellations can be for a specific location or all locations.
4. Monthly invoices are to be submitted listing only the exact mowing and trimming services performed in the specified billing period. Payments will not be made on the weeks, months, or bi-monthly periods when work was not performed.
5. The Contractor shall communicate with the Buyer or their designee, regarding hours, schedules, and any other conditions affecting performance of the work.
6. The Buyer, or their designee, and the Contractor must mutually understand work priorities, maintenance methods and management techniques. Upon request and/or necessity, the Buyer or their designee, will accompany the Contractor to work areas to further clarify or describe maintenance methods and procedures. All work described in this Agreement shall be performed under the guidance of the Buyer or their designee, and subject to their approval.
7. The Contractor may perform the work at any time, or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances, or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>.
8. The Buyer or their designee, may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least one week prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.
9. All work performed by the Contractor shall be subject to inspection at any time. If the work is found to be unsatisfactory to the Buyer or their designee, an "unacceptable" condition will exist. The process and consequences for an unacceptable condition are detailed in Article 7 of this document.
10. Contractor will abide by the City's Integrated Pest Management Plan, which can be provided on request.

3. Technical Specifications

1. Prior to mowing, Contractor shall inspect the property and remove all litter and woody debris (i.e. tree limbs, sticks, etc.) within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall be collected

and disposed of properly by Contractor. All litter and woody debris collected in regards to mowing services shall be disposed of off-site by Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.

2. Typically the amount of litter and woody debris is minimal and the removal by the Contractor shall be considered within the scope of the Agreement. If Contractor encounters a situation where an excessive amount of time would be required to clean up the site, Contractor shall contact the Buyer, or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extents (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement are in question, the Buyer, or their designee, will make the final determination.
4. Grass shall be cut to a height of three point five (3.5) to five (5) inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing.
5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All fences (chain link, wood, etc.) require complete removal of vegetation from beneath the fence line.
7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed by the Contractor.
9. Contractor equipment shall not be permitted in any mulch bed or landscaped area of any type. This includes traversing the mulch bed while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be edged to remove any overgrowth of turf and/or weeds. Note- herbicide usage by Contractor is prohibited (see #15). Timing is critical for this activity, as the parking lots fill up with vehicles at different times based on park activities. Parking lot curbs and street edges are expected to be maintained regularly.
11. Areas under construction will be cut as much as possible and upon completion of the construction, Contractor will complete the cutting required in the construction area.
12. During wet periods, Contractor should avoid utilizing equipment on soft hillsides or areas where rutting of the sod might result. Work in these areas shall be rescheduled when dry conditions permit, or be string trimmed to prevent rutting of the turf.
13. Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it and is not permitted.
14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, Contractor shall finish the cycle as soon as favorable conditions allow.
15. No use of herbicides around playgrounds, aquatic features, or dog park enclosures will be permitted. Herbicide use in any other area requires the prior approval of the City Landscaper or their designee. Reference Integrated Pest Management Policy for more information.

See Section VII Appendix B: 2017 Integrated Pest Management Plan

16. If the Contractor notices any vandalism, or damage of any kind to turf, trees, bushes or any amenity located in the park area, or within of the extents of any contractually mowed area, they shall be reported to the Buyer or their designee, as soon as possible.
17. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the City Landscaper, Urban Forester, or their designee.
18. Extreme caution is to be used when mowing and trimming around trees. Mower decks are to remain at least 12 inches from the base of all trees. See below Section G. Default for Unacceptable Conditions for more details on the consequences of tree damage.
19. Mowing patterns shall vary to encourage healthy growth patterns and proper turf care.

4. Provision of Labor, Tools and Equipment.

1. The Contractor agrees to furnish and pay all necessary expenses for all labor, tools and equipment in connection with the contracted work. The Contractor shall provide a sufficient number of operators and equipment to insure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupation Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc. shall be in good working order and shall not be removed or altered.
2. At any time during the term of the contract, the Buyer or their designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

5. Personnel

1. The Contractor's personnel shall, at all times, present a neat appearance, and perform all mowing services in a safe manner and with courtesy to the recreating public. The Buyer, or their designee, and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees in performing the work specified in this Agreement. The Contractor shall assume sole responsibility for the performance of their employees and shall address any concerns promptly and to the satisfaction of the Buyer, or their designee.
2. Contractor shall have a competent person in charge of its work at all times to whom the Buyer, or their designee, may issue directives, and who shall accept and act upon such directives.

6. Safety

1. Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50) feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.
2. The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws and ordinances shall be strictly observed. The Buyer, or their designee, will require the Contractor to immediately discontinue all hazardous work practices upon verbal, or written, notice.

3. It is the Contractor's responsibility to provide all necessary safety equipment to their employees. The Contractor's personnel will adhere to all applicable OSHA standards, laws, and ordinances with regards to the use of personal protection equipment, such as safety glasses, hearing protection, clothing, and footwear.

7. Default for Unacceptable Conditions

1. Should an inspection by the Buyer, or their designee, reveal that the Contractor's work results in any unacceptable maintenance condition:
 - The Buyer, or their designee, at the time of the first incident shall call a meeting with the Contractor to review the concern.
 - Should a second unacceptable concern develop, a second meeting will be held and a written letter of warning documenting the concern issued.
 - A third unacceptable condition, or a violation of the terms and conditions of the Agreement may result in termination of the agreement.
2. In the event the City of Bloomington has to take action to correct an unacceptable condition, the cost incurred by the City will be deducted from any payments due to the Contractor. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.
3. Any damage caused to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Damage as a result of the Contractor's negligence shall result in a penalty of seventy-five dollars (\$ 75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be assessed in the form of a reduction in the monthly contractual payment. At the Contractor's request the Buyer, or designee, will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor and the Buyer, or designee, would determine and document any damage that already exists prior to Contractor beginning work.
4. If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense, or reimburse the City for the cost of the repairs or replacement.

EXHIBIT "B"

PROJECT SCHEDULE

Precise schedule is based upon growth and health of turf and weather conditions. There should be approximately 26-30 cycles per year depending upon need. Cycles to begin towards end of April.

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

EXHIBIT "E"
MAP OF AREAS



Asset ID	Square Ft
20667	46581.4
20668	23268.9
20670	7662.8
20672	5250
20680	855
20681	351.1
25179	9598.5
25180	8485.5
25181	3055.1
25187	175.3
26016	4257.4
26017	180.2



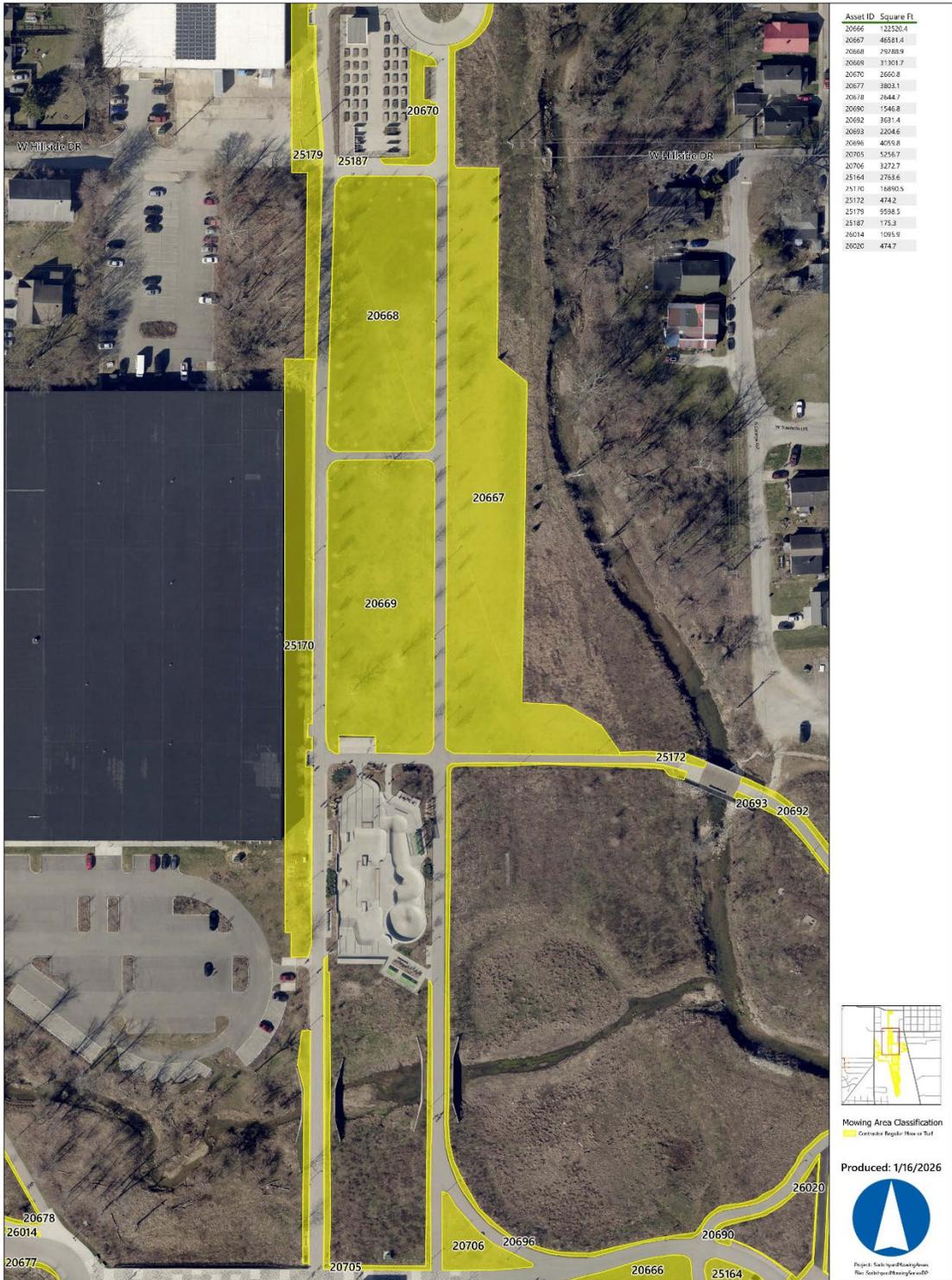
Mowing Area Classification
 Corridor Regular Mow or Trill

Produced: 1/16/2026

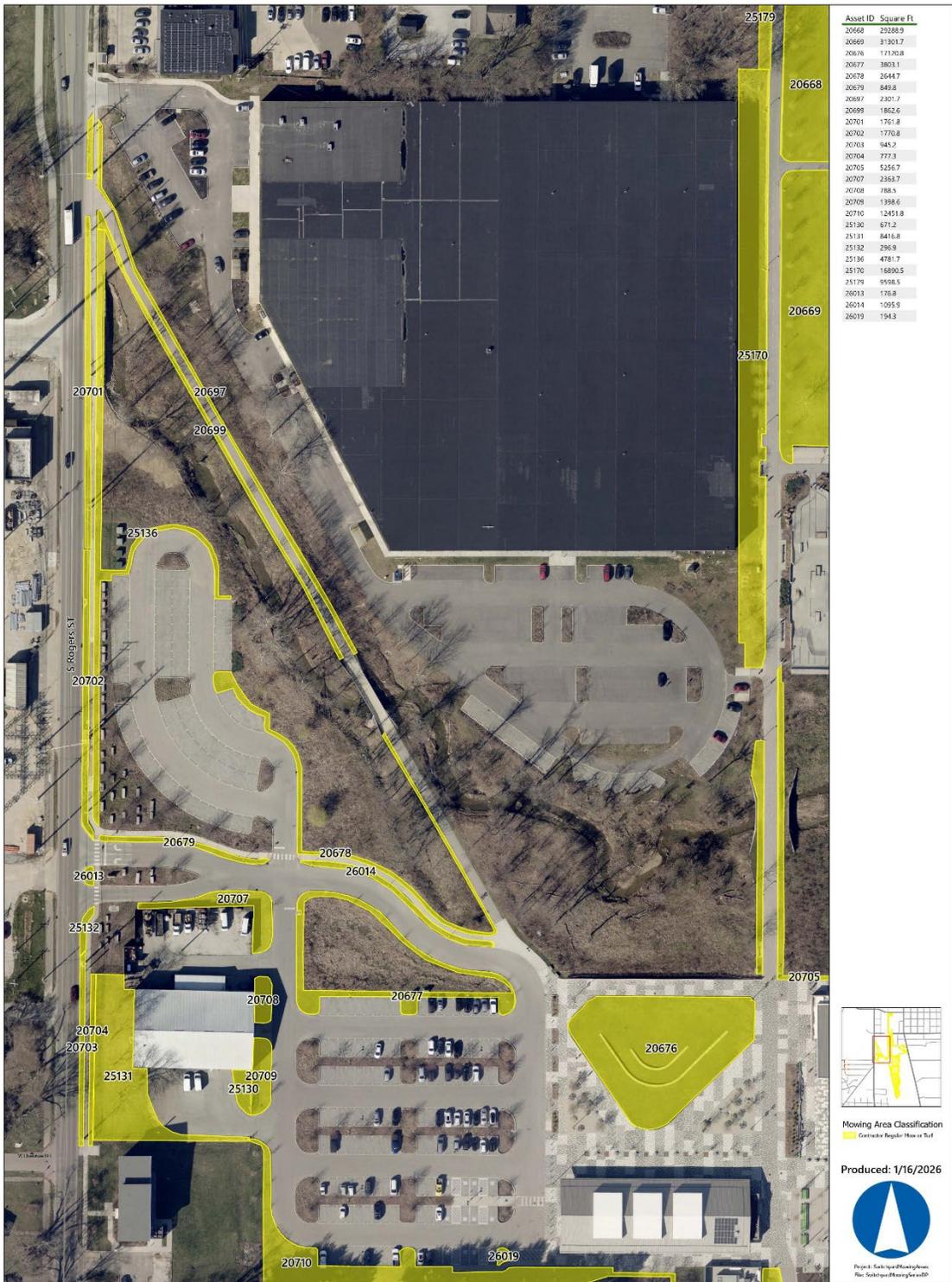


Project: 2415100#Bloomington
 File: Switchyard#Bloomington.mxd

This map was produced by the City of Bloomington GIS, for use by the City and general public as reference information. The planimetric information is based on aerial orthorectified photos in March 2016. Supplemental updates are made from development drawings, plans, and other sources. The accuracy of information contained in this document is based on National Mapping Standards, however it is NOT guaranteed. The Corporation boundary reflects annotations effective as of the print date on this map.

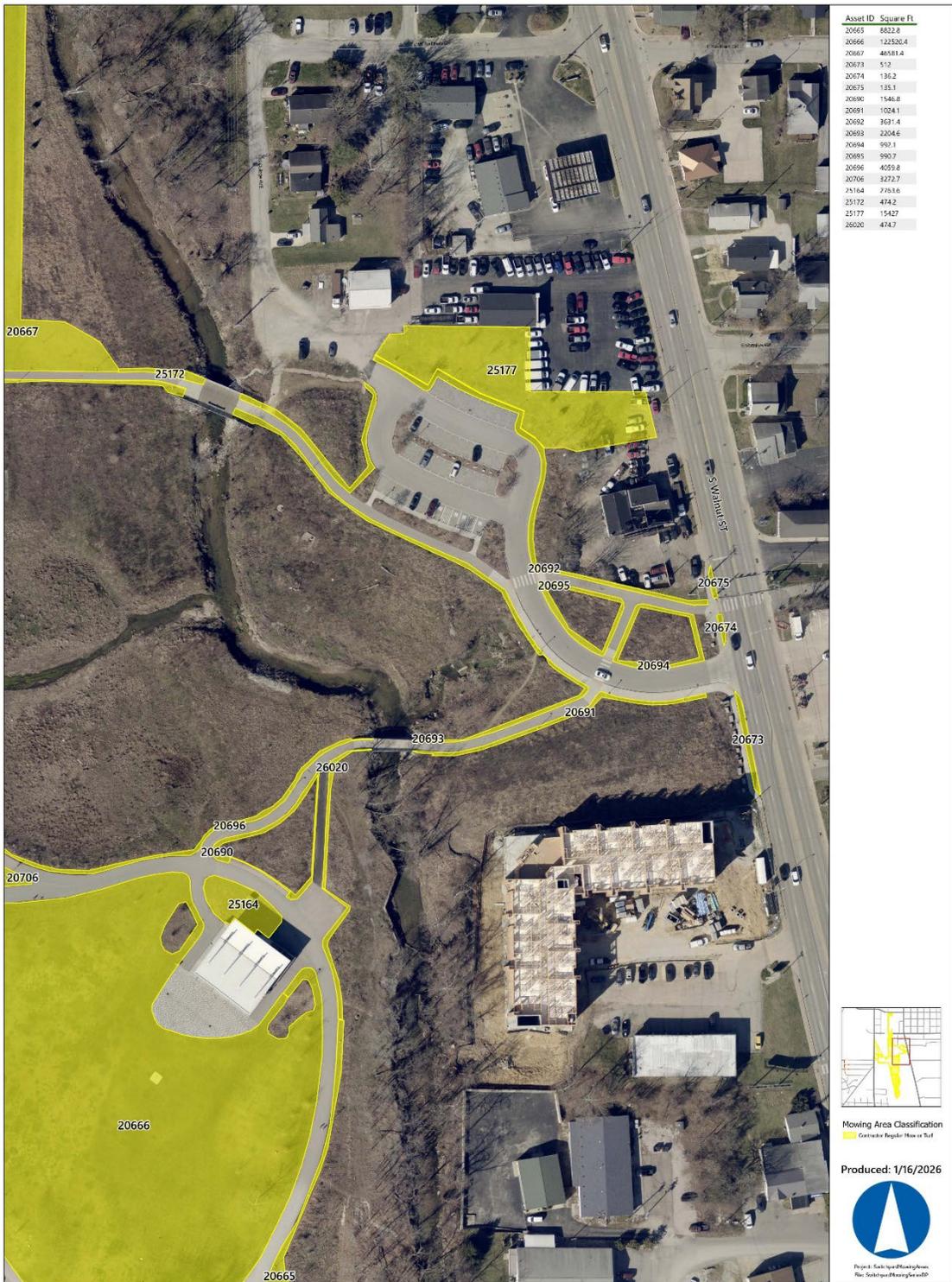


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The Corporation boundary reflects annotations effective as of the print date on this map.



Asset ID	Square Ft.
20668	29288.9
20669	31301.7
20670	171102.8
20677	38031.1
20678	2644.7
20679	843.8
20689	2301.7
20698	1862.6
20701	1761.8
20702	1770.8
20703	945.2
20704	777.3
20705	5256.7
20707	2363.7
20708	788.3
20709	1388.6
20710	12451.8
25130	671.2
25131	8416.8
25132	296.9
25136	4781.7
25170	16890.5
25176	9588.5
26013	176.8
26014	1095.9
26019	1943

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The Corporation boundary reflects annotations effective as of the print date on this map.

C6 Agenda item

Admin. Approval: TS
Date: 3/12/26

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: March 23rd 2026
SUBJECT: MOU with Planning and Transportation and Greystar for alternate tree planting sites

Recommendation

Staff Recommends approval of Memorandum of Understanding between Parks, Planning and Greystar development for “offsite” tree planting.

NTE: N/A
Funding Source: N/A

Background

The developers of the Fell Iron property would like to plant up to 143 trees “offsite” at our discretion, this came up due to site limitations. Between the buildings, the utilities, fire lanes etc. Greystar cannot meet UDO requirements as the design stands. This MOU would allow Greystar to meet the necessary requirements while still planting 76 trees on site. Some of the 143 trees will be planted as street trees within quarter mile radius, but the majority will need to contribute to closed canopy and may be planted anywhere within city limits that would apply to closed canopy. This particular development project has been to the Board of Zoning Appeals twice for different variance requests, and is anticipated to be in front the Plan commission on April 13th.

RESPECTFULLY SUBMITTED,



Haskell Smith, Urban Forester

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND CITY OF BLOOMINGTON PLANNING AND TRANSPORTATION
AND GREYSTAR DEVELOPMENT CENTRAL, LLC
FOR OFFSITE TREE PLANTING IN REGARDS TO THE DEVELOPMENT OF THE
FELL IRON PROPERTY AT 503 N ROGERS BLOOMINGTON, IN 47404.**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the City of Bloomington Parks and Recreation Department (“Parks”) acting through its Board of Park Commissioners, the City of Bloomington Planning and Transportation Department (“P&T”), and Greystar Development Central, LLC (“Greystar”).

WHEREAS, Parks, P&T, and Greystar each have certain responsibilities and costs related to this offsite tree planting in lieu of onsite tree planting to still meet closed canopy requirements and tree replacement requirements outlined in various sections of Bloomington Municipal Code (“Code”) for the development of the Fell Iron Property at 503 N Rogers St, Bloomington IN 47404.

WHEREAS, Parks, P&T, and Greystar wish to formalize the delineation of these responsibilities and costs by a Memorandum of Understanding.

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

1. Parks shall be responsible for the following acts and associated costs:
 - 1.1. Responsible for identifying and providing all offsite planting locations that will allow Greystar to plant the necessary number of trees to meet its obligations under the Code and the Approvals (defined below) within 60 days of request from Greystar.
 - 1.2. Project coordination with Greystar throughout the plantings anticipated by this Memorandum of Understanding, inspections post planting, and maintenance, including without limitation watering trees after the initial watering by Greystar.
 - 1.3. Provide specifications, including plant species and installation requirements, for 2” caliper tree planting to Greystar.
 - 1.4 Prompt review and approval of associated tree work permits for street tree planting locations.

1.5 Upon completion of planting, Parks & Recreation will verify that the trees have been installed in the approved locations and consistent with the approved species and standards, and provide written confirmation of acceptance within 30 days of planting.

2. P&T shall be responsible for the following acts:

2.1. Determining the minimum number of trees to be planted, based on conditions of variance approval V-42-25 / ZR2025-09-0097 and major site plan approval _____ (collectively, the "Approvals"). The number of off-site remediation trees shall be at least the sum of 97 plus any deficit in the number of onsite interior planting trees. Offsite remediation trees shall be planted in off-site locations as identified by Parks per 1.1 above.

2.2. Approving Parks site locations to stay within the spirit of both tree replacement requirements and closed canopy requirements.

2.3 Promptly reviewing and approving plans with species and location specifications.

2.4. Confirming that Parks & Recreation has confirmed that all required plantings were correctly installed, including species, size, location and compliance with plantings specifications, prior to Final Occupancy.

2.5. Approving tree species in accordance with permitted species requirements within the Bloomington Unified Development Ordinance..

3. Greystar shall be responsible for the following acts and associated costs:

3.1. All materials and associated costs for planting all 2" caliper trees in all locations in accordance with the approved specifications plus watering 1 time at time of planting.

3.2. Apply for tree permits for planned locations that are within right-of-way.

3.3. Planting trees in accordance with specifications set forth by Parks.

3.4. Replacing any trees which Parks determines, prior to Final Occupancy, were planted in incorrect locations or otherwise not to specifications set forth by Parks.

4. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. No off-site planting obligations shall apply unless and until Greystar has received the required development Approvals and has pulled building permits for the project.

6. Except as provided in Section 5 above, this Memorandum of Understanding will remain valid and in effect until Greystar receives the final certificate of occupancy (or its equivalent) for the project at 503 N Rogers Street Bloomington, IN 47404.

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

PARKS AND RECREATION:

Kathleen Mills,
Board of Park Commissioners, President

Date

Tim Street, Director

Date

PLANNING AND TRANSPORTATION:

David Hittle
Planning and Transportation Department, Director

Date

GREYSTAR DEVELOPMENT CENTRAL, LLC:

Name, Title

Date

C7 Agenda item

Admin. Approval: TS
Date: 3/12/26

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: March 23, 2026
SUBJECT: 2026 Partnership Agreement with CanopyBloomington for Tree Tenders program

Recommendation

Staff recommends the review/approval of the 2026 partnership agreement with Canopy Bloomington to continue the Tree Tenders Program.

Funding Source: 2209-04-043000-53990 (ESD)
Not to Exceed: 13,000.00

Background

Urban Forestry has partnered with Canopy Bloomington over the last four summers to provide job training, and environmental educations to high school aged students. This program aims to reconcile community interests in environmental action with youth development. This has led to over 600 trees being pruned, mulched, watered or otherwise cared for in Switchyard Park, RCA, and Lower Cascades.

RESPECTFULLY SUBMITTED,



Haskell Smith, Urban Forester



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This agreement is made and entered into this ____ day of _____ 2026, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and, CanopyBloomington. (“CanopyBloomington”).

WHEREAS, BPRD and CanopyBloomington desire to cooperate in the provision of an urban forestry maintenance crew; and

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

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

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for CanopyBloomington Tree Tenders, an employment program, to work for CanopyBloomington in BPRD parks by combining available resources from each party to the Agreement.

2.0 Duration of Agreement:

This Agreement is in effect from the date of signing until December 31, 2026 unless terminated earlier as provided under Article 7.0 or agreed upon extension between all parties in writing.

3.0 Bloomington Parks & Recreation:

3.1 The goal of BPRD is to provide well maintained park and street trees for the community to enjoy.

3.2 BPRD agrees to:

1. Provide guidance on work needs under the direction of the Urban Forester for the individuals in CanopyBloomington’s Tree Tender program (“Tree Tender Crew”).
2. To provide on-site training for the Tree Tender Crew.

3. Provide access to a green waste disposal location.
4. Provide access to water at various locations for tree watering by the Tree Tender Crew.
5. Provide maintenance equipment and supplies necessary to maintain the designated park trees, including but not limited to: folding step stools, foldable rolling carts, 15 gallon water tote, work shirts and safety vests. CanopyBloomington will purchase these materials with the approval of the Urban Forester and invoice BPRD for reimbursement.
6. Pay CanopyBloomington invoiced amounts for labor costs of the Tree Tender employment program, and supply costs for water and mulch and associated program materials. Payment amount not to exceed Thirteen thousand dollars and zero cents (\$13,000.00) for the 2026 employment season.
7. Provide a schedule of events within locations that may restrict access to areas or limit work to be conducted.

4.0 CANOPYBLOOMINGTON:

4.1 The goal of Canopy Bloomington's Tree Tenders program is to conduct an employment placement program to train and educate about the benefits of trees, the necessity of proper tree care, and provide hands on application of tree care practices.

4.2 CanopyBloomington agrees to:

1. Conduct hiring interviews, hire, pay, and assume liability and risk coverage for all the Tree Tenders crews.
2. Provide crews of Tree Tenders for maintenance of trees within parks, with a total of 10 hours per week per Tree Tender. The time frame of employment is a 10-week period between May 1st and September 1st.
3. Conduct training, pruning, mulching, and watering for trees within parks.
4. Invoice Parks twice per season for labor costs, midway through the season at 5 weeks and after completion of the season at 10 weeks, at a reimbursement rate equal to or greater than the current Living Wage Ordinance.
5. Provide itemized invoices to Parks twice per season for all costs, midway through the season at 5 weeks and after completion of the season at 10 weeks.
6. Provide or arrange for transportation for Tree Tender program participants to the work site.

7. Provide a certified arborist to train and oversee associated tree work performed by the Tree Tenders.
8. Address behavioral issues that come up at sites.
9. Complete annual report covering all work accomplished in the calendar year.
10. Communicate with designated park staff on issues, progress, and supply needs.
11. Conduct at minimum one career and/or educational activity, such as workshops for resume development, interview skills, job applications, or financial management, during the course of the season.
12. Share and allow usage of images and videos of the Tree Tender Crew for marketing purposes with BPRD
13. Coordinate work within park location to avoid potential conflicts of usage.

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

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between CanopyBloomington and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3 CanopyBloomington shall maintain commercial general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and CanopyBloomington shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. CanopyBloomington and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
- 5.4 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.5 CanopyBloomington shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. CanopyBloomington understands that the City 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 CanopyBloomington believes that a City employee engaged in such conduct towards CanopyBloomington and/or any of its employees, CanopyBloomington or its employees may file a complaint with the department head in charge of Canopy Bloomington's work, and/or with the City of Bloomington 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.

- 5.6** CanopyBloomington is recognized as having the expertise and experience to hire and supervise the Tree Tender Crews safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- 5.7** Both parties will agree in writing if the agreement period must be extended beyond the date listed in section 2.0 Duration of Agreement.
- 5.8** 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.
- 5.9** Pursuant to Indiana code 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), CanopyBloomington 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 CanopyBloomington implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.
- 5.10** CanopyBloomington shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of CanopyBloomington's negligence in conducting 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 CanopyBloomington, or its employees, agents or patrons, by any third party, except where such personal injury, property damage or claim is caused by the negligence of Releasee.

6.0 Notice:

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

CanopyBloomington
Ava Hartman
PO Box 5591
Bloomington, IN 47407
(812) 701 - 5646

BPRD
Haskell Smith
401 N. Morton St., Suite 250
Bloomington, IN 47404
(812) 327-5251

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

CanopyBloomington
Ava Hartman
PO Box 5591
Bloomington, IN 47407
(812) 701 - 5646

BPRD
Haskell Smith -Urban Forester (812)327 5251
Same as above

7.0 Termination

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

7.2 The Parties understand and agree that due to ongoing COVID-19 infections, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Haskell Smith- Urban Forester (812) 349 - 3716 of any such termination and the reasons therefore in writing.

7.3 Notwithstanding any other provision of this Agreement, 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 Common Council of the City of Bloomington or any board or commission, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth below. In the event of termination, the City shall pay for all services rendered and costs incurred by Service Provider up until the effective date of termination.

8.0 E-Verify

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

City.

9.0 Living Wage Ordinance

9.1 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 B in prominent areas of Contractor’s facilities frequented by their covered employees.

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

CITY OF BLOOMINGTON:

CANOPYBLOOMINGTON:

Tim Street, Administrator
Bloomington Parks and Recreation

Name, Title

Date

Date

Margie Rice
Corporation Counsel

Date

Kathleen Mills, President
Board of Park Commissioners

Date

EXHIBIT "A"

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

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

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

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

Signature

Printed name

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR DOES NOT HAVE EMPLOYEES**

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

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

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

Signature

Printed name

EXHIBIT "B"

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

C8 Agenda item

Admin. Approval: TS
Date: 3/12/26

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: March 23rd 2026
SUBJECT: REVIEW AND APPROVAL OF Q1 TREE RISK AND REPORTING DOCUMENT 2026

Recommendation

Staff recommends the review/approval of the Urban Forestry first Quarterly Tree Risk and Reporting document for 2026. This document outlines tree risk that we are currently aware of and working toward eliminating, as well as other tree related on goings, such as tree grate maintenance and the current tree removal list.

Background

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

RESPECTFULLY SUBMITTED,



Haskell Smith, Urban Forester



Quarterly Tree Risk Assessment and Reporting Document

March 23rd 2026

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



2025 Overview:

Tree work detail	2025 estimation	2025 progress	% of estimation met
Pruned	1250 - 2050	1944	155% - 94%
Removed	300-450	308	102% - 68.4%
Planted	680 - 900	860	126%-95%
Inspected/Inventory	1500-2000	5,692	284%
Current Inventory total	22,571		
Total number of trees worked on based on inventory %		8,804	39%

2026 Outlook and Progress: Adjusted goals based on last year, with a few exceptions. Planting numbers will fall a little this year as funding is nearing completion on Bicentennial funds, Inspection numbers should not be as high either.

Tree work detail	2026 estimation	2026 progress	Change since last report	% of estimation met
Pruned	1500 - 2000	80		~5.3%
Removed	300 - 375	34		~11%
Planted	500 – 650	14		~2.8%
Inspected/Inventory	3500 - 4000	547		~15.6%
Inventory as of 2/27/26	24,331			
Total number of trees worked on based on inventory %		675		2.7%

Additional Thoughts:

Inventoried Tree Risk by category and count: 18615/24331. There is a discrepancy in numbers because not all trees have a current risk rating. (Updated as of 2/27/26)

Total Number of trees	24,331	Total with risk rating	18615 (76.5%)
Extreme	High	Moderate	Low
0	15 (.08%)	743 (3.9%)	17,857 (95.92%)

Tree Grates: The following table is a list of Tree Grate issues to be addressed in 2026, a total of 47 sites.

Address	Street	Side	Site ID	Site Comments
316	E 4th ST	Front	27554	Major grate lift
316	E 4th ST	Front	27570	Grate: Obstructing Growth; Needs Lifting
322	E 4th ST	Front	27463	Grate: Obstructing Growth; Needs Lifting
322	E 4th ST	Front	27473	
322	E 4th ST	Front	27483	
322	E 4th ST	Side	27493	Grate: Obstructing Growth; Needs Lifting
407	E Kirkwood AVE	Front	26709	Slight grate lift, mechanical trunk damage/frost cracking.
517	E Kirkwood AVE	Front	26669	Grate: Obstructing Growth; Needs Lifting
517	E Kirkwood AVE	Front	26671	
517	E Kirkwood AVE	Front	26675	Grate Needs Lifting
530	E Kirkwood AVE	Front	26700	
3096	E Rogers RD	Median	48361	
3096	E Rogers RD	Median	48434	
3096	E Rogers RD	Median	48438	
3096	E Rogers RD	Median	48441	
125	N College AVE	Front	28691	Grate Obstructing Growth
125	N College AVE	Side	28684	Grate Lifted
205	N College AVE	Front	27188	Slight grate lift
415	N College AVE	Front	26646	Grate: Obstructing Growth; Needs Lifting
415	N College AVE	Side	26611	Grate: Obstructing Growth; Needs Lifting.
1250	N College AVE	Front	37770	
1250	N College AVE	Front	37961	sunken framework
1270	N College AVE	Front	37774	needs stakes removed
1280	N College AVE	Front	37777	grates need installed, Honeylocust borer
1280	N College AVE	Front	37780	honeylocust borer

1280	N College AVE	Front	37785	calico scale/ honeyloucust borer
310	N Morton ST	Front	27131	Grate: Obstructing Growth; Needs Lifting
401	N Morton ST	Front	26451	Grate: Obstructing Growth; Needs Lifting
401	N Morton ST	Front	26481	Grate: Obstructing Growth; Needs Lifting
205	N Walnut ST	Front	27175	Grate: Obstructing Growth; Needs Lifting
221	N Walnut ST	Side	27214	Grate: Obstructing Growth; Needs Lifting
319	N Walnut ST	Front	27145	Grate: Obstructing Growth; Needs Lifting
301	N Washington ST	Side	26212	Grate Needs Lifting
301	N Washington ST	Side	26223	Grate Needs Lifting
100	S College AVE	Front	29105	Old trunk damage. Grate: Obstructing Growth; Needs Lifting
104	S Indiana AVE	Front	26725	Needs Lifting
104	S Indiana AVE	Front	26733	
104	S Indiana AVE	Front	26743	Grate Needs Lifting
104	S Indiana AVE	Side	26710	
104	S Indiana AVE	Side	26716	
2909	S Somerset PL	Median	48351	
113	S Walnut ST	Front	29140	Grate: Obstructing Growth; Needs Lifting
406	S Walnut ST	Front	48602	Grate Needs Lifting
390	S Washington ST	Front	27479	Grate Obstructing Growth
113	W 4th ST	Front	29747	Grate needs cut back.
237	W 7th ST	Side	27152	Grate Obstructing Growth
305	W Kirkwood AVE	Front	29062	Grate: Obstructing Growth; Needs Lifting

Current Tree Removal List:

Address	Street	Side	Site ID	Species	DBH
201	E 4th ST	Front	26797	Maple, Red (Acer rubrum)	14.5
424	E 4th ST	Front	27551	Maple, Red (Acer rubrum)	9
502	E 4th ST	Side	27498	Maple, Sugar (Acer saccharum)	6
4317	E Walpole LN	Front	33761	boxelder (Acer negundo)	18
4317	E Walpole LN	Front	33770	boxelder (Acer negundo)	19
808	S Washington ST	Front	30061	Linden, Littleleaf (Tilia cordata)	17.5
1163	S Weatherstone LN	Front	29904	pear, callery (Pyrus calleryana)	15
1388	S Weatherstone LN	Front	29913	pear, callery (Pyrus calleryana)	12
1388	S Weatherstone LN	Front	30024	pear, callery (Pyrus calleryana)	13
520	W 4th ST	Front	29690	Maple, Red (Acer rubrum)	15
237	W 7th ST	Front	27233	Linden, Littleleaf (Tilia cordata)	6
1011	W Howe ST	Front	31590	pear, callery (Pyrus calleryana)	14
508	W Kirkwood AVE	Front	29003	Maple, Red (Acer rubrum)	10
706	W Kirkwood AVE	Front	38522	Elm, Hybrid (Ulmus x)	22

Grant Updates

- American Forest's Storm Resilience Pruning Project**

Phase 1 of the grant is now complete, pruning various high risk limbs around priority streets such as; S Rockport Rd, S Rogers Rd, E Winslow, E 3rd, Clarizz, N Smith Rd, E/W 17th st and a few others. Phase two set to begin soon performing similar work on the following streets; N/S College, N/S Walnut, N Woodlawn, E 10th, Indiana, Henderson, W Kirkwood, and the remainder of S/N Rogers. The overall number of trees pruned has been much less than initially anticipated in the grant narrative, however there have been some larger issues address that we would not have been able to otherwise.

- INDNR State Urban Forest Resilience Grant: The Ash Population Management project**

The first part of the project is nearing completion, this is a contracted quantitative health assessment on about 530 ash trees all around Bloomington. This report in addition to current knowledge of trees being treated will allow us to build a ten year roadmap for the remaining ash population. The next step is getting a 2 or 3 year treatment cycle built based on the above information, and contracting the cycle of treatment.

Intended Tree Work: The following table is a list of 49 trees identified on our inventory to be addressed in in 2026. (Along with normal operations)

Address	Street	Side	Site ID	Species	DBH	Condition	Risk Rating
925	E Atwater AVE	Front	25650	Sweetgum, American (Liquidambar styraciflua)	15	Dead	Moderate
303	E Blue Ridge DR	Side	40413	ash, spp. (Fraxinus spp.)	10	Dead	Moderate
929	E Juniper PL	Rear	47887	ash, white (Fraxinus americana)	18	Dead	Moderate
929	E Juniper PL	Rear	47897	ash, white (Fraxinus americana)	22	Dead	Moderate
929	E Juniper PL	Rear	47907	ash, white (Fraxinus americana)	57	Dead	Moderate
1340	E Sheridan DR	Side	44912	cherry, black (Prunus serotina)	14	Dead	Moderate
2001	E Southdowns DR	Front	45153	cherry, black (Prunus serotina)	14	Dead	Moderate
186	E Sunny Slopes DR	Front	44428	Redbud, Eastern (Cercis canadensis)	16	Dead	Moderate
2936	N Bankers DR	Front	40269	spruce, Colorado (Picea pungens)	11	Dead	Moderate
2803	N Blue Ridge DR	Front	40171	ash, spp. (Fraxinus spp.)	10	Dead	Moderate
2851	N Old State Road 37	Front	46557	unknown tree (unknown tree)	32	Dead	Moderate
2851	N Old State Road 37	Front	46701	ash, white (Fraxinus americana)	15	Dead	Moderate
2851	N Old State Road 37	Front	46702	ash, white (Fraxinus americana)	11	Dead	Moderate
2851	N Old State Road 37	Front	46714	ash, white (Fraxinus americana)	14	Dead	Moderate
2851	N Old State Road 37	Front	46976	elm, Siberian (Ulmus pumila)	18	Dead	Moderate
839	N Smith RD	Front	48488	ash, white (Fraxinus americana)	21	Dead	Moderate
100	N State Road 46	Side	31081	Elm, Hybrid (Ulmus x)	5	Dead	Moderate

3302	N Windcrest DR	Front	28093	spruce, Colorado (<i>Picea pungens</i>)	18	Dead	Moderate
3528	N Wintersweet DR	Rear	29268	cherry, black (<i>Prunus serotina</i>)	11	Dead	Moderate
2301	S Burberry LN	Front	44022	Pine, Eastern White (<i>Pinus strobus</i>)	19	Dead	Moderate
914	S Eastside DR	Front	45091	spruce, spp. (<i>Picea</i> spp.)	15	Dead	Moderate
402	S Henderson ST	Front	27854	unknown tree (unknown tree)	16	Dead	Moderate
814	S Henderson ST	Side	28964	locust, black (<i>Robinia pseudoacacia</i>)	22	Dead	Moderate
915	S Highland AVE	Front	48799	ash, white (<i>Fraxinus americana</i>)	17	Dead	Moderate
1835	S Highland AVE	Side	48806	unknown tree (unknown tree)	20	Dead	Moderate
218	S Hillsdale CT	Front	28864	elm, Siberian (<i>Ulmus pumila</i>)	17	Dead	Moderate
540	S Lincoln ST	Front	27873	unknown tree (unknown tree)	12	Dead	Moderate
1017	S Lincoln ST	Side	50992	mulberry, white (<i>Morus alba</i>)	10	Dead	Moderate
1309	S Longwood DR	Front	29931	ash, white (<i>Fraxinus americana</i>)	10	Dead	Moderate
524	S Meadowbrook DR	Front	45640	Maple, Red (<i>Acer rubrum</i>)	16	Dead	Moderate
524	S Meadowbrook DR	Front	45645	pine, spp. (<i>Pinus</i> spp.)	25	Dead	Moderate
1300	S Nancy ST	Side	29986	ash, green (<i>Fraxinus pennsylvanica</i>)	16	Dead	Moderate
1321	S Nancy ST	Front	30014	ash, white (<i>Fraxinus americana</i>)	19	Dead	Moderate
1026	S Palmer AVE	Side	30553	cherry, black (<i>Prunus serotina</i>)	12	Dead	Moderate
1102	S Palmer AVE	Front	30598	cherry, black (<i>Prunus serotina</i>)	10	Dead	Moderate
620	S Pleasant Ridge RD	Front	45494	ash, white (<i>Fraxinus americana</i>)	30	Dead	Moderate

431	S Reisner RD	Front	37478	ash, white (Fraxinus americana)	16	Dead	Moderate
518	S Swain AVE	Front	27714	Tuliptree (Liriodendron tulipifera)	21	Dead	Moderate
1420	S Valley Forge RD	Front	30755	ash, green (Fraxinus pennsylvanica)	11	Dead	Moderate
3247	S Walnut Springs DR	Side	48051	ash, white (Fraxinus americana)	23	Dead	Moderate
3247	S Walnut Springs DR	Side	48060	ash, white (Fraxinus americana)	17	Dead	Moderate
921	S Woodlawn AVE	Front	28819	cherry, black (Prunus serotina)	10	Dead	Moderate
1213	W 11th ST	Front	46297	spruce, Colorado (Picea pungens)	21	Dead	Moderate
2290	W Bloomfield RD	Front	47671	ash, white (Fraxinus americana)	5	Dead	Moderate
403	W Kirkwood AVE	Side	29033	ash, white (Fraxinus americana)	19	Dead	Moderate
2007	W Ross LN	Rear	47796	ash, white (Fraxinus americana)	22	Dead	Moderate
1150	W Sugarberry CT	Rear	29158	unknown tree (unknown tree)	24	Dead	Moderate
1351	W Tapp RD	Front	45982	ash, white (Fraxinus americana)	26	Dead	Moderate
1351	W Tapp RD	Front	45987	ash, white (Fraxinus americana)	17	Dead	Moderate

C9 Agenda item

Admin. Approval: TS
Date: 3/12/26

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: March 23, 2026
SUBJECT: REVIEW AND APPROVAL OF PHASE TWO OF THE STORM RESILIENCE PRUNING PROJECT, AGREEMENT WITH BLUESTONE TREE LLC

Recommendation

Staff recommends the review/approval of the contract with Bluestone Tree LLC for Phase two of the storm resilience pruning project.

Funding Source: 2211-18-G24033-53990 (Grant)
Not to Exceed: 25,000.00

Background

In 2021 my predecessor acquired a matching grant from the Indiana DNR CUF office to pursue a “Storm Response Plan”, after receiving the finished document in 2022 I began implementing the outlined steps suggested in this document, one of them being pruning along priority streets to reduce the amount of damage cause during storm events along priority routes. In 2023 we awarded a Federal IRA grant to do just that, over the course of 4 years. Phase one took much longer to complete than anticipated, with various hurdles to overcome, but the work has now been completed, with the second phase expected to take much less time overall.

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 LLC (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.

2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.

 - b. **Term.** This Agreement shall commence on the effective date and expire on the first day of October, 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, Urban Forester 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: Jerad Oren
401 N Morton Suite 250	3090 S Walnut
Bloomington IN 47404	Bloomington IN 47401
Email: smithh@bloomington.in.gov	E-mail: Bloomington@bluestonetree.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 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:

- Storm Resilience pruning of various trees along the red highlighted streets in Appendix A.
- Contractor should evaluate need for pruning on specific trees based on criteria below keeping in mind not every tree along the street will be pruned. Our goal is to reduce the likelihood of limb failure during wind events.
- The city has marked sections of streets to be worked on in the table below.
- Removal of conflicting secondary growth or reduced back to lateral growth redirected away from street/sidewalk.
- Situational usage of reduction and retrenchment pruning to lower the overall risk of limb or tree failure during storm events.
- Situational usage for installation of dynamic cabling systems to preserve and reduce risk of mature tree failure, given that tree is in good health.
- Contractor shall clean-up work sites to pre-work conditions. All brush, logs, and debris generated shall be disposed of by the Contractor.
- Contractor shall follow ANSI A300 standards for pruning and ANSI Z133.1 standards for tree worker safety.

Letter ID	Start	End	Notes
A: N/S College St	N College/46	S college/W Dodds St	
B: N/S Walnut	N Walnut/46	S Walnut/Rhorer rd	
C: N Woodlawn St	Woodlawn/46	Woodlawn/17 th	
D: E 10 th St	10 th /46	10 th /College	
E: N Jefferson St	Jefferson/10 th	Jefferson/E 3 rd	
F: S Clarizz St	Clarizz/46	Clarizz/ the stratum entrance	
H: N Indiana St/ S Henderson St	Indiana/10 th	S Henderson/1 st	
I: Adams/Crescent/Fountain	Crescent/17 th	Adams/W Kirkwood	
J: E Hillside St	Hillside/Maxwell	Hillside/ Walnut	
K: S Henderson St	Henderson/Hillside	Henderson/Winslow	
L: W Kirkwood St	Kirkwood/College	Kirkwood/Adams	
M: N/S Rogers St	Rogers/11 th	Rogers 2 nd	
All North/South Streets start and the Northern cross street and end Southern cross street. All East/West Streets start Eastern cross street and end Western cross street.			

EXHIBIT "B"

PROJECT SCHEDULE

All work to be completed by October 1st 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>.

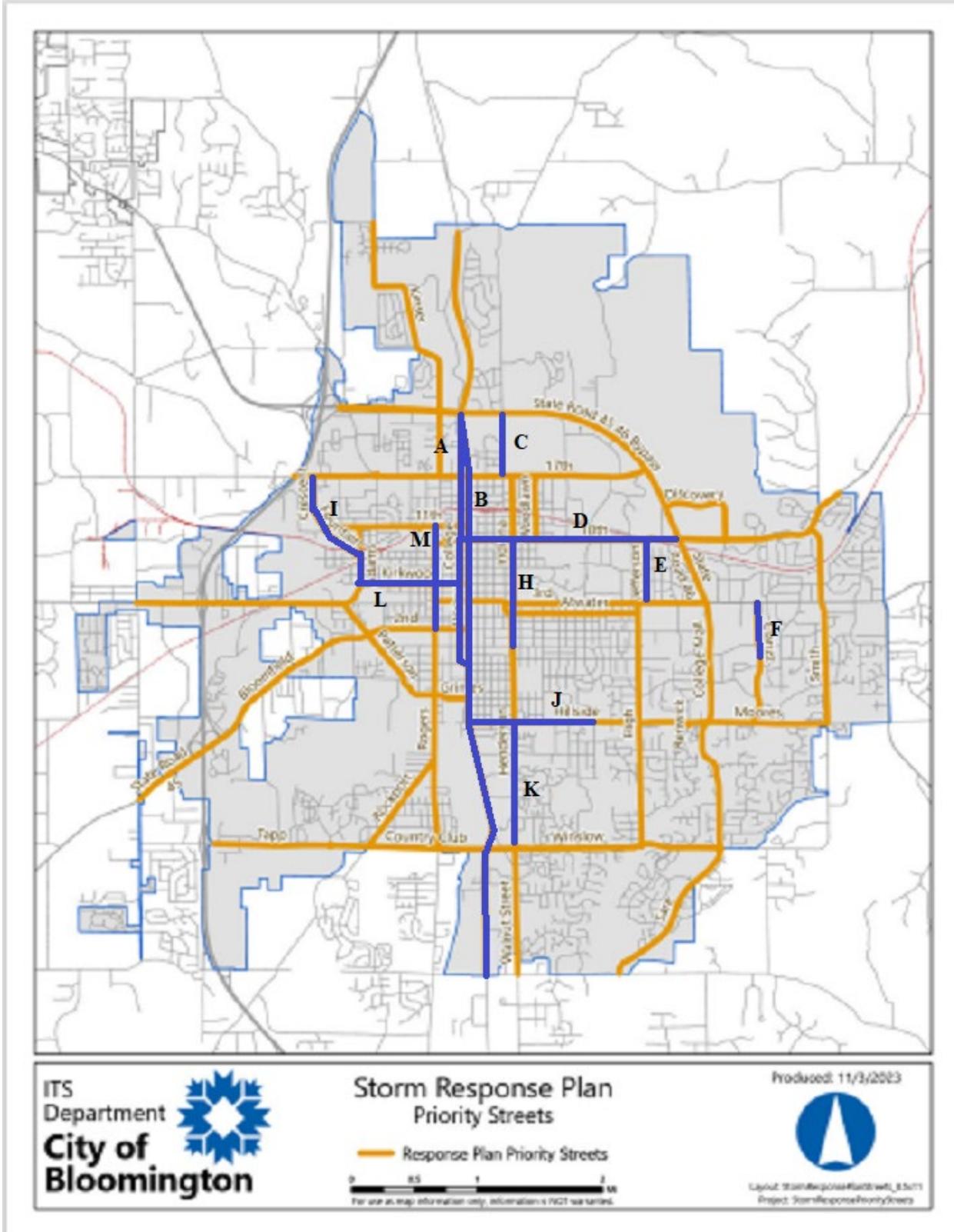
I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Signature

Printed name

APPENDIX "A"

Approximate map of affected streets in phase two.



C10 Agenda item

Admin. Approval: TS
Date: 3/10/26

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: March 23, 2026
SUBJECT: Adopt-A-Roundabout Program Sponsorship Agreement Template

Recommendation

Staff recommends the approval of the Adopt-A-Roundabout Program Sponsorship Agreement template. Businesses and organizations who wish to financially support the maintenance and upkeep of the City's four roundabouts through a formal sponsorship will be bound by the details set forth in this template.

Background

The Adopt-a-Roundabout Program is a sponsorship initiative developed in collaboration between the Parks and Recreation and Public Works Departments that provides community partners with recognition signage within designated City roundabouts in exchange for financial contributions that support landscaping, beautification, and ongoing maintenance of these highly visible public spaces.

The program allows Parks and Recreation and the Department of Public Works to supplement maintenance resources while preserving full City authority over design, plant selection, safety standards, and operational decisions. Sponsors receive acknowledgment only; the City retains sole responsibility for maintaining the roundabout in accordance with municipal standards and traffic safety requirements. The Adopt-A-Roundabout Program Sponsorship Agreement establishes clear expectations, protects City discretion, and ensures consistency across all participating roundabouts.

RESPECTFULLY SUBMITTED,



Julie Ramey, Community Relations Manager



Adopt A Roundabout Sponsorship Agreement

City Departments:

City of Bloomington Parks and Recreation Department

City of Bloomington Department of Public Works

This agreement is entered into by and between Bloomington Parks and Recreation (BPRD) and the Department of Public Works (DPW) and (*Name of Sponsoring Business/Organization*) (Sponsor), (hereinafter "Parties")

Whereas, BPRD and DPW are responsible for maintenance and upkeep of four City roundabouts, located at Tapp/Adams; Arlington/Monroe/17th; Sare/Rogers; and Winslow/High/Rogers intersections; and

Whereas, these roundabouts are highly visible spaces and gateways into our community; and

Whereas, the City and its community partners share a commitment to maintaining attractive and well-cared-for public spaces, and sponsorship contributions support the ongoing beautification and upkeep of roundabout areas for the benefit of all residents and visitors; and

Whereas, BPRD and DPW are authorized to enter into agreements with non-city organizations to supplement funding that enables the City to maintain and enhance roundabout spaces beyond basic infrastructure, helping to ensure these areas remain welcoming and visually appealing public assets.

Now, therefore, in consideration of the foregoing and other valuable considerations set forth below, which the Parties acknowledge as sufficient, the Parties agree as follows:

1. Purpose of Agreement

- a. The purpose of this Agreement is to establish the terms under which Sponsor provides financial support to the BPRD and DPW Adopt-a-Roundabout Program. In exchange for the sponsorship contribution, BPRD and DPW agree to provide recognition of Sponsor's support through the placement of two to four recognition signs within the designated roundabout, in accordance with City design standards and applicable traffic safety requirements.
- b. The Sponsor's contribution is a financial sponsorship only. BPRD and DPW retain full and sole authority and responsibility for the maintenance, landscaping, design, plant

selection, improvements, and overall management of the roundabout. Nothing in this Agreement shall be construed to grant Sponsor any control over, or decision-making authority regarding, the maintenance, appearance, plant materials, structures, or other elements within the roundabout.

- c. Sponsor acknowledges that participation in the Program does not create a partnership for operational control, ownership interest, or endorsement by the City, and that all decisions related to the roundabout remain within BPRD's and DPW's discretion.
- d. In the event that the Sponsor is a current or prospective vendor or contractor with the City of Bloomington, Sponsor understands that this sponsorship has no effect whatsoever on the City's choice of vendor or contractor. Sponsor shall not receive any benefits stemming from their sponsorship, other than those outlined in this Agreement.
- e. The following industries and products may not participate in the Adopt-a-Roundabout Program: religious organizations; party-based or issue-based political organizations or campaigns; businesses regarded as "adult" businesses as defined in Indiana Code § 12-7-2-1.8; companies that derive 50% or more of their business from the sale of any of the following: alcohol, tobacco or vape products; firearms or ammunition, pornography or gambling.

2. Duration of Agreement

- a. This Agreement shall be in effect when signed by BPRD or DPW and Sponsor, and shall continue for a period of 12 months from the date of signature.
- b. At the end of the 12-month term, Sponsor shall have the right to renew this Agreement for another 12 months, provided BPRD and DPW, in their sole discretion, determine that the roundabout remains suitable for sponsorship.

3. Bloomington Parks and Recreation Department/Department of Public Works Agree to:

- a. DPW has maintenance responsibilities for the roundabout at the Tapp/Adams intersection; BPRD has maintenance responsibilities for the roundabouts at Arlington/Monroe/17th; Sare/Rogers; and Winslow/High/Rogers intersections.
- b. Collect litter and debris from the designated roundabout at intervals consistent with City maintenance standards.
- c. Design, fabricate, install, and maintain sponsor recognition signage in accordance with City design specifications and applicable traffic safety standards.
- d. Issue an invoice to Sponsor for the agreed-upon sponsorship amount and administer payment in accordance with standard City financial procedures.
- e. Maintain the roundabout directly or through a contractor retained by the City, in accordance with established City standards of safety, cleanliness, and appearance.
- f. Trim, prune, and manage overgrown plant material to preserve sight lines, plant health, and overall appearance.
- g. Remove weeds and invasive vegetation and perform watering, mulching, and general landscape care as needed and as resources allow.
- h. Install, repair, or replace hardscape elements, public art, or similar features as determined appropriate by the City and as budgets, operational priorities, and maintenance needs permit.
- i. Retain sole discretion regarding maintenance schedules, materials, plant selection, design changes, and any future improvements to the roundabout.

4. Sponsor Agrees to:

- a. Provide the agreed-upon sponsorship contribution in the amount and within the timeframe specified in this Agreement.
- b. Submit accurate business name information and, if applicable, a logo in a format approved by the City for use on the recognition sign. Sponsor-provided artwork must comply with City design standards and may be modified as necessary to meet safety, legibility, and aesthetic requirements.
- c. Refrain from installing, placing, or distributing any additional signage, advertising materials, decorations, or other items within or around the roundabout.
- d. Not perform or attempt to perform any maintenance, landscaping, planting, construction, or alterations within the roundabout.
- e. Acknowledge that participation in the Program does not grant naming rights, advertising rights, operational control, or decision-making authority regarding the design, maintenance, or appearance of the roundabout.
- f. Conduct itself in a manner consistent with applicable laws and City policies while participating in the Program.
- g. Notify the City promptly of any changes to the Sponsor's name, logo, or contact information that may affect recognition signage during the term of this Agreement.

5. Sponsorship Levels and Signage Specifics

- a. The Adopt-a-Roundabout Program offers the following annual sponsorship levels. Sponsorship amounts apply per sponsor, per roundabout:
 - i. **Landmark Level – \$4,500 per year.** Sponsor recognition on up to four (4) signs within the designated roundabout.
 - ii. **Gateway Level – \$3,500 per year.** Sponsor recognition on up to three (3) signs within the designated roundabout.
 - iii. **Community Level – \$2,500 per year.** Sponsor recognition on up to two (2) signs within the designated roundabout.
 - iv. **Welcome Level – \$1,500 per year.** Sponsor recognition on one (1) sign within the designated roundabout.
- b. Multiple sponsors may participate within the same roundabout; however, there shall be no more than one (1) sponsor recognition sign per entry point to the roundabout to preserve traffic safety, sight lines, and visual clarity.
- c. All recognition signage shall:
 - i. Not exceed sixteen (16) square feet in total area per sign;
 - ii. Be installed no more than six (6) feet above finished grade;
 - iii. Be placed at least six (6) feet from the curb or edge of pavement;
 - iv. Comply with City design standards and applicable traffic safety, engineering, and sight-line requirements;
 - v. Be fabricated, installed, and maintained solely by the City.
- d. The City retains full discretion regarding final sign design, placement, orientation, and installation to ensure compliance with safety, operational, and aesthetic standards.

6. Termination and Sign Removal

- a. **Termination by the City.** The City may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Sponsor. The City may also

terminate this Agreement immediately if Sponsor fails to comply with the terms of this Agreement, applicable laws, or City policies.

- b. **Termination by Sponsor.** Sponsor may terminate this Agreement upon thirty (30) days' written notice to the City. Sponsorship contributions are non-refundable unless otherwise determined by the City in its sole discretion.
- c. **Immediate Removal for Safety or Operational Needs.** The City retains the right to temporarily or permanently remove the recognition sign without prior notice if necessary to address traffic safety concerns, construction, maintenance activities, damage, vandalism, redesign of the roundabout, or other operational needs. The City will make reasonable efforts to reinstall the sign when appropriate.
- d. **Effect of Termination.** Upon expiration or termination of this Agreement, the City shall remove the Sponsor recognition sign within a reasonable timeframe. Sponsor shall not be entitled to continued recognition beyond the term of the Agreement.
- e. **Costs of Replacement.** If damage results from normal wear, vandalism, weather, or theft, the City may replace the sign one time at its discretion without additional cost to Sponsor. However, if replacement is requested due to changes initiated by Sponsor (including name change, logo change, or branding update), the Sponsor may be responsible for associated fabrication and installation costs.

7. Notice and Agreement Representatives

- a. Notice regarding significant concerns, issues of non-compliance, or general operational implementation of this Agreement shall be provided to:

Responsible Department	Contact Name	Contact Phone	Contact Email
BPRD	Joanna Sparks	812-349-3497	sparkj@bloomington.in.gov
DPW	Cassie Werne	812-349-3482	cassie.werne@bloomington.in.gov

8. Indemnity

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

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 Adopt-A-Roundabout Sponsorship Agreement between (select one):

- **Bloomington Parks and Recreation Department (BPRD)**
- **Bloomington Department of Public Works (DPW)**

and Sponsor.

Bloomington Parks and Recreation Department

Tim Street, Director (signature and date signed)

Bloomington Parks and Recreation

Kathleen Mills, President (signature and date signed)

Board of Park Commissioners

Public Works Department

Cassie Werne, Special Projects and Operations Manager (signature and date signed)

Public Works Department

Elizabeth Karon, President (signature and date signed)

Board of Public Works

Sponsor

Sponsor Name and Title (signature and date signed)

Adopt-A-Roundabout Sponsorship Agreement Details (Sample)

1. Sponsor Name:
 - a. Sponsor contact information, including mailing address, email, and telephone number:
2. Sponsorship Level (select one)
 - a. **Landmark Level – \$4,500 per year.** Sponsor recognition on up to four (4) signs within the designated roundabout.
 - b. **Gateway Level – \$3,500 per year.** Sponsor recognition on up to three (3) signs within the designated roundabout.
 - c. **Community Level – \$2,500 per year.** Sponsor recognition on up to two (2) signs within the designated roundabout.
 - d. **Welcome Level – \$1,500 per year.** Sponsor recognition on one (1) sign within the designated roundabout.
3. Roundabout Sponsored (select all that apply)
 - a. Tapp/Adams (max. 3 signs)
 - b. Arlington/Monroe/17th
 - c. Sare/Rogers
 - d. Winslow/High/Rogers
4. Date sponsorship begins:
5. Date sponsorship ends:
6. Date sponsorship funds received by BPRD/DPW:
7. Date sign/s installed in roundabout:

C11 Agenda item

Admin. Approval: TS
Date: 3/10/26

TO: Board of Park Commissioners
FROM: Mark Sterner, General Manager, TLRC
DATE: March 6, 2026
SUBJECT: Approval of Partnership with Bloomington Pickleball Club

Recommendation

Staff recommends approval of the 2026 Partnership Agreement with Bloomington Pickleball Club.

Background

The Bloomington Pickleball Club (BPC), established in October 2022, operates with a mission to promote recreational and competitive play while creating a positive and inclusive experience for all. As part of its partnership with the City, BPC is granted exclusive use of the RCA Park pickleball courts from 6:00p.m. to 8:00p.m. on Tuesday and Thursday evenings from April through October. This two hour time period supports organized play, events, and tournaments for both adults and youth, helping to further introduce the sport to the Bloomington community. The only modification to the agreement for 2026 is an adjustment to the court usage fee, increasing from \$5.00 per court to \$7.50 per court.

RESPECTFULLY SUBMITTED,



Mark Sterner, General Manager, TLRC



CITY OF BLOOMINGTON
Parks and Recreation

PROGRAM PARTNERSHIP AGREEMENT

This Agreement is made and entered into this ___ day of April, 2026, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Bloomington Pickleball Club (BPC).

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

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

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

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to allow BPC to use of the RCA courts for organized pickleball activities, including structured and open play for the Bloomington community.

2.0 Duration of Agreement:

This Agreement is in effect from the date of signing until November 1, 2026 unless terminated earlier as provided under Article 7.0.

3.0 Bloomington Parks & Recreation (BPRD):

3.1 The goal of BPRD is to allow BPC to use the RCA courts for club-organized events for the Bloomington community.

3.2 Site visit at least once per session to evaluate service delivery, match participant numbers with session roster, evaluate partnership.

3.3 Perform the following payment transactions and future charges:

1. Charge \$7.50/court/hour fee (Weather dependent)
 - \$7.50 x 6 courts x 2 h x 2 days (Tuesday/Thursday) = \$180.00 per week
 - \$180.00 x 4 weeks = \$720.00 per month
 - \$720 x 7 month (April – October) = \$5,040

4.0 Bloomington Pickleball Club (BPC):

4.1 The goals of BPC are to offer pickleball events/tournaments to adults and youth, introduce the sport to the public and increase participation.

4.2 For group playing time the month of April - October; BPC agrees to:

1. Provide and maintain the following equipment: pickleball balls, paddle, and first aid equipment, including AED.

2. Submit a monthly court fee payment of \$720.00 to BPD in April – October (Weather dependent). Payments are to be made in person, or sent to the Twin Lakes Recreation Center for procession.
3. Future charges
\$10.00 per court (2027)

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

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between BPC and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3 BPC shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington as an additional insured, and BPC shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
- 5.4 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.5 BPC is recognized as having the expertise and experience to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues. BPC shall be allowed to deal exclusively with curriculum, learning objectives, teaching techniques and equipment.
- 5.6 The location of the program shall be provided by BPC at their facilities at RCA Park, 1400W RCA Park Dr. Bloomington, IN 47404
- 5.7 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property if lessons are at Winslow Sports Park or Sherwood Oaks Park.
- 5.8 The parties will evaluate this Agreement and the services provided during the month of January, 2025.
- 5.9 BPC shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of BPC activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against BPC , its employees, agents or patrons, by any third party, even if caused by the negligence of Releases.

6.0 Notice:

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

BPC
William Bain

BPRD
Satoshi Kido

bloomingtonpickleballclub@gmail.com

401 N. Morton
Bloomington, IN 47404
(812) 349-3712

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

BPC

William Bain

bloomingtonpickleballclub@gmail.com

BPRD

Satoshi Kido

401 N. Morton

Bloomington, IN 47404

(812) 349-3712

7.0 Termination

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

8.0 E-Verify:

BPC is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program that are 18 years of age or older. (This is not required if the E-Verify program no longer exists). BPC shall sign an affidavit, attached as Exhibit A, affirming that does not knowingly employ an unauthorized alien. BPC shall require any subcontractors performing work under this contract to certify to BPC 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. BPC shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

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

[Signatures are on the following page.]

EXHIBIT "A"

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

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

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

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

Signature

Printed name

**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

C12

Agenda item

Admin. Approval: TS
Date: 3/12/26

TO: Board of Park Commissioners
FROM: Kim Clapp
DATE: March 23, 2026
SUBJECT: 2026 Season Fee Changes

Recommendation

Staff respectfully request the Board of Park Commissioners review and approve the following fee changes for the 2026 Season

Background

At the November 2025 Park Board meeting, staff presented a portion of the proposed fee changes for the 2026 season, with the understanding that staff would continue reviewing additional fees and bring any further recommendations to the Board in the spring of 2026. Since that time, staff have conducted additional review and analysis and have determined that further fee adjustments are recommended to support the department’s goal of financial sustainability.

Operations Division		
<i>Miscellaneous</i>		
Memorial/Legacy – tree/bench/plaque	\$300-\$2500	\$300-\$2800
Note: vendor price increased passing on the increase		
Recreation Division		
<i>Farmers Market</i>		
Fee	Old	New
⁽¹⁾ April – Saturday reserved Large Senior Space	\$80.00	removed
⁽¹⁾ April – Saturday reserved Small Senior Space	\$60.00	removed
⁽¹⁾ April – Saturday unreserved Large Senior Space day	\$20.00	removed
⁽¹⁾ April- Saturday unreserved Small Senior Space day	\$15.00	removed
May-Oct Saturday Large Space –additional Saturday in 2026	\$585	\$675
⁽²⁾ May-Oct Large Space 10% discount when paid in full	removed	
⁽¹⁾ May-Oct Large Senior Space	\$520	removed
May-Oct Small Space – additional Saturday in 2026	\$421	\$486
⁽²⁾ May-Oct Small Space 10% discount when paid in full	removed	
⁽¹⁾ May-Oct Small Senior Space	\$390	removed
Note: ⁽¹⁾ Approval to remove these lines in 2026 was granted in 2024. Existing vendors at that time were given a grandfather period through 2025 to allow time to adjust before previous pricing structure was eliminated.		

Note: ⁽²⁾ The fee was established to assist with COVID-19 recovery and is no longer needed.		
Sports Division		
<i>Sports-Field and Outdoor Court Rentals</i>		
Fee	Old	New
Olcott Park North Field (non-competition) Partner/Non Partner	\$43/\$45	removed
Note: It's the same price as Competition Field on the South end. Labeling it Non-Competition North was confusing. Anything non-competition for the two fields at Olcott is a routine rental at \$25		
<i>Frank Southern Ice Arena</i>		
Fee	Old	New
Ball Hockey – new	n/a	\$40
Box Lacrosse – new	n/a	\$100
⁽³⁾ Renaming Public Skating Pass to Public Skate Pass and fee increase	\$60	\$63
Renaming Economy Pass to Drop In Pass (no change in fee)	\$85	\$85
⁽⁴⁾ Birthday Party Room from flat fee to hourly rate	\$60/flat	\$30/hr
⁽⁴⁾ Birthday Party Room Package from flat fee to hourly rate	\$100/flat	\$40/hr
Gear Purchase – new	n/a	\$250-350
Jersey Purchase – new	n/a	\$60
⁽⁵⁾ Adult Hockey (Men's League)	\$100	\$300
⁽⁵⁾ Adult Hockey (Men's League) Team sign-up with 13 players	\$100	\$250
⁽⁶⁾ Skating School Youth Advance Level 4+	\$80	\$100
⁽⁶⁾ Skating School Adult	\$80	\$120
⁽⁷⁾ Concessions and Pro-shop	\$0.25-\$18.00	\$0.25-\$400.00
Note: ⁽³⁾ To match same number of skates covered by the pass as the drop in pass.		
Note: ⁽⁴⁾ Customers prefer to rent by the hour instead of by 2 hours.		
Note: ⁽⁵⁾ Increase to full season instead of ½ season, and includes playoffs and refs for coming season.		
Note: ⁽⁶⁾ Need more advanced instruction for these levels		
Note: ⁽⁷⁾ Addition of gear purchase		
<i>Aquatics</i>		
Fee	Old	New
⁽⁸⁾ Swim Lessons (new Toddlers fee)	\$65	\$20
⁽⁹⁾ Bryan Pool Private Rental pool only (lg.- lifeguard)	\$350	\$300.00/+\$20 per lg. needed
⁽⁹⁾ Mills Pool Private Rental (lg.-lifeguard)	\$225	\$200.00/+\$20 per lg. needed
Note: ⁽⁸⁾ Toddler class for 1 week instead of 3 weeks		
Note: ⁽⁹⁾ Evens out staffing cost, larger groups require additional life guards, while smaller groups require less.		

RESPECTFULLY SUBMITTED,



Kim Clapp, Office Manager

March 2025

C13 Agenda item

Admin. Approval: TS
Date: 3/10/26

TO: Board of Park Commissioners
FROM: Chris Hamric, Facility Manager
DATE: March 23, 2026
SUBJECT: Fee Waiver Policy Update for 2026

Recommendation

Staff recommends the approval of the updated policy for the 2026 Aquatics season.

Background

We are updating the fee waiver to include adults who are legally classified as children for public benefit purposes.

This also updates the requirements for pool fee waivers to meet federal standards. We also have updated to allow one free adult supervisor in with the qualifying participant.

RESPECTFULLY SUBMITTED,



**Chris Hamric,
Facility Manager**

City of Bloomington Parks and Recreation

Program Policies

Fee Waiver - 11110

Date: October 27, 2009

Reviewed: October 22, 2020

Updated: ~~February 27, 2025~~ March 23, 2026

POLICY RE: Fee Waiver

To ensure swimming pools remain accessible to all members of the community, pool fee waivers are available for youth under the age of 18 years or adults who are legally classified as a child for public benefit eligibility purposes, and who live within Bloomington city limits.

Applicants for pool admission fee waivers must provide proof of residency within city limits, as well as proof of current enrollment in one of the following assistance programs for children: SNAP (Supplemental Nutrition Assistance Program), WIC (Women, Infants, and Children), Section 8 Housing Choice Voucher Program, Free or Reduced-Lunch Program; and for adults who are legally classified as a child: Adult Child Benefits Program that they meet the requirements for free and reduced school meals (or equivalent income eligibility guidelines). Fee waiver applications are available online and from the Parks and Recreation main office. The Aquatics Facility/Program Manager maintains current lists of pool fee waiver recipients at each pool and records fee waiver recipient visits.

One ~~Up to two designated~~ adult supervisors at least 18 years old may enter the pool for free with a qualifying youth or an adult legally classified as a child.

D1

Agenda item

Admin. Approval: TS
Date: 3/12/26

TO: Board of Park Commissioners
FROM: Heidi Shoemaker, Natural Resources Coordinator
DATE: March 23, 2026
SUBJECT: ENVIRONMENTAL RESOURCES ADVISORY COUNCIL 2025 ANNUAL REPORT

Recommendation

Background

Each year, a representative from the Environmental Resources Advisory Council (ERAC) presents an annual report to summarize the topics and initiatives discussed by the council. ERAC acts as an advisory board for Bloomington Parks and Recreation in all policy matters pertaining to operations of city natural areas and/or facilities. ERAC is made up of nine (9) voting members and one (1) ex-officio member. ERAC meets in-person every other month at different parks and facilities. Anyone wishing to join can access the meeting details on the public calendar available on the City's OnBoard website. ERAC's recently re-elected Chair, Denise Gardiner, will present the annual report.

RESPECTFULLY SUBMITTED,



Heidi Shoemaker, Natural Resources Coordinator



2025 Environmental Resources Advisory Council Annual Report

2025 Initiatives and Topics of Interest

- Construction Project Updates
- Griffy Lake Nature Preserve Deer Browse Study
- Griffy Lake Nature Preserve Deer Management
- Griffy Insect Inventory Project
- Griffy Lake Aquatic Vegetation Management
- Education & Outreach
- Bird Town Designation

Construction Project Updates

Throughout 2025, Environmental Resource Advisory Council (ERAC) members received updates and were asked to provide feedback on several construction projects. Hopewell Commons experienced a soft activation at the end of 2024 and the official ribbon cutting ceremony took place in April 2025. Hopewell Commons includes pickle ball courts, ping pong, and a Farmer's Market. The Gateway project was also completed and staff reported the vegetation plantings were successful as the plants emerged with new growth in spring 2025. Meetings focused on Building Trades, the Rail Trail, and Powerline Trail plans. Staff also updated the council on asphalt improvements that took place throughout the park system.

Phase 1 of the Building Trades plan was completed with a new ADA accessible trail, parking lot improvements, removal of an old boardwalk, a new shelter, a grill, bike racks, a drinking fountain with bottle filler, and new picnic tables. 2025 also saw the completion of the Rail Trail Rogers Street crossing. Removing the angled crosswalk and adding a lighted beacon increased safety for pedestrians and cyclists.

The Power Line Trail helps connect the Bloomington's parks and trail system. The plan is to connect Switchyard Park, RCA Park, Wapehani, the Mill Trail, and the Clear Creek Trail. BPRD will maintain a 10-foot buffer along the trail and remove fallen trees to keep the trail clear. In coordination with Duke, lights and amenities will not be installed along the trail. To help guide trail users, BPRD staff are pursuing the addition of glow rock to the trail surface. ERAC members posed important questions about the product and its impact on the environment. BPRD staff shared it does not impact migratory birds because it does not emit a bright light and that it does not have chemicals that leach into the environment. One member asked if there was a known impact on fireflies which staff is looking into.

Griffy Lake Nature Preserve Deer Browse Study

Eco Logic presented the 2024 deer browse results at the February meeting and the 2025 deer browse results at the December meeting. Eco Logic has been monitoring the same 12 transects at Griffy Lake

since 2018. During both presentations, Eco Logic staff reported having fewer deer competing for resources led to less favorable woody browse being left alone by deer. During the 2024 report, Eco Logic recorded significant improvements in percent browsed of preferred vegetation. In previous years, new growth of greenbrier and viburnum were being browsed at 90-100% but the browse percentage was reduced to 50-80% in 2024. For this reason, Eco Logic is no longer actively monitoring the woody browse.

Eco Logic continued to monitor herbaceous plants, specifically Solomon's seal and Jack-in-the-pulpit. Solomon's seal had an increase in heights this year, but after 5 years of increasing heights jack-in-the-pulpit declined to the height it was in 2020. Eco Logic attributed the decline to changes in weather that affected the plant's growing habits. The 2025 Solomon's seal plant height was the tallest on record since we began inventories in 2018. ERAC members asked if these two plants were the only plants being monitored in the study. Eco Logic staff shared trilliums can also be studied but there are currently too few individual trillium plants in the study quadrants to provide scientifically sound results. ERAC members discussed these results and concluded they were a good sign of forest health and that the deer management practices are proving to be effective.

Griffy Lake Nature Preserve Deer Management

ERAC had a lot of great discussion regarding deer management at Griffy Lake this year. Members of ERAC were interested in finding a way to get an accurate count of the deer herd and learning more about the health of the deer living at Griffy Lake. Obtaining an accurate count is a complicated task since the deer roam city, university, and private property as their home range. The council discussed the benefits and drawbacks of camera traps, eco-counters, and pellet counts. The city would like to pursue getting an accurate herd count when the technology becomes available. In the meantime, BPRD started collecting the chest measurements of the deer taken during the hunts to help determine weight and general health of the deer.

At the suggestion of ERAC members, BPRD staff reached out to researchers at Purdue University and were provided a copy of a journal article by Swihart et. al. titled, "Nutritional condition and fertility of white-tailed deer (*Odocoileus virginianus*) from areas with contrasting histories of hunting" which was forwarded to the ERAC members for review and comment. The study showed deer reductions decrease density of deer and increase the health of the remaining population. ERAC members agreed the study supported deer hunting as a management tool to improve the health of deer and the habitats in which they live.

The 2025 deer management hunt took place over 4 days in November 2025. BPRD partnered with White Buffalo who reported 19 deer were removed in 2024 and 26 deer were removed in 2025. A full report prepared by White Buffalo will be shared with the council in 2026.

Griffy Insect Inventory Project

Brandon Olson presented the final report of the Griffy Lake insect study in April for the council to review and comment. The report documented 481 species of insects found in Griffy Lake (park) and Olson stated his team was able to identify three species that are species of concern for our area. The American bumble bee is not endangered, but its population has declined over the last decade. It is far less common in the northern part of its range than it used to be, so knowing it is here in Bloomington and Indiana is impactful. Hercules beetles are big, unique insects that are listed as rare in our state and are

experiencing population decline. The third species of concern they found was the dusty azure, a small blue butterfly that resembles a moth. The report includes management suggestions to boost the host plants needed for these species to thrive.

Griffy Lake Aquatic Vegetation Management

The council discussed the management of invasive aquatic vegetation in February and December this year. Eurasian milfoil is a problematic invasive that grows quickly, can reach the water's surface, and prevents sunlight from entering the water column. Wildlife does not eat it and it can be difficult to paddle through. BPRD applied for and received Lake and River Enhancement grants from IDNR in 2024 and 2025 to treat Eurasian milfoil with herbicide. Aquatic Control treated the Lake in 2024 and 2025 and completed a vegetation survey. Members of ERAC inquired how Eurasian milfoil gets in the habitat. Transportation most often happens when plants are caught on boat trailers that enter and exit multiple water bodies. It can also enter through creeks and streams or when household aquariums are illegally emptied into the water.

In 2024, treatment took place on 15 acres. In 2025, the total treatment area was reduced to 4.68 acres proving these treatments to be successful. Eurasian watermilfoil was found in low quantities in 8 locations with the highest density being at the boat ramp. In the vegetation survey, Aquatic Control recorded the plants found in 50 sites throughout the lake in June 2025 and found there is a good diversity of native plants. Biologists shared they have seen some native plants return that were previously outcompeted by invasives.

Education & Outreach

At every meeting, ERAC members were updated on BPRD's education and outreach activities, such as Nature Days, Roving Naturalist Programs, Adopt-A-Stream/Greenspace/Trail Volunteers, and After-School Nature Club programs. Large community events, such as Bug Fest, Earth Day, and Nature Play Days welcomed hundreds of people and provided free opportunities to learn more about the environment and for families to get outdoors and play.

ERAC reviewed and provided feedback on 2 drafts of a Griffy Lake interpretive sign on the topic of local wildlife and how humans use the lake. This sign is still in production with the hope of being installed in 2026. Council members also reviewed and evaluated the OuterSpatial Bird Tour for RCA Park. This bird tour was originally created as a group project by university students and ERAC members shared concerns that the information provided by the students would be too much to read on the small screen of a phone while in a park. BPRD staff edited down the content before publishing it for the public. The published version includes photos of the birds and 3 or 4 sentences about each species.

Griffy Lake does not have a formal policy for aquatic drones, but the topic was discussed at an ERAC meeting when a research permit application included a request to use one. ERAC was in favor of approving the current research permit request as long as guidelines were implemented to stay away from sensitive wildlife areas. Members expressed an interest in helping develop a formal drone policy stating it should include restrictions for location of use, and avoid times when birds and turtles would be nesting.

Bird Town Designation

Members of ERAC had an integral role in encouraging Bloomington Parks and Recreation to pursue recertification of being a Bird Town. In 2012, Bloomington and Monroe County earned the designation of Bird Town, but the designation was never renewed after it expired. ERAC members who are also members of the Sycamore Audubon Society drafted a letter of support that was submitted with the application compiled by BPRD staff. Bloomington's application was approved and Bloomington is a certified Bird Town through September 2027. Bird Town Indiana is a project of the Indiana Audubon Society. Certification shows the community that Bloomington is committed to increasing and protecting wildlife habitat, educating our community, promoting native plants, and reducing pesticide and herbicide use.

2026

Moving forward in 2026, ERAC members will continue to provide feedback and recommendations on matters pertaining to the operations of natural areas, programs, and facilities. Important initiatives for the council include reviewing the additional interpretive signs for Griffy Lake and helping to draft an aquatic drone policy. Members of ERAC are also interested in working with BPRD to bring back Bird Fest in the future.

D2

Agenda item

Admin. Approval: TS
Date: 3/10/26

TO: Board of Park Commissioners
FROM: Chris Hamric, Facility Manager
DATE: March 23, 2026
SUBJECT: Report on Frank Southern Ice Arena History, Impact, Risks, and Options

Recommendation

This report is informational only.

Background

The Frank Southern Ice Arena was built in 1966 and named for local businessman Frank Southern, who was instrumental in its creation and construction adjacent to the brand-new Bloomington High School on S. Walnut St. Today, the ice arena has about 60,000-65,000 annual visitors, and serves a number of different user groups. This report covered Frank Southern Ice Arena's community impact, risks and future options.

RESPECTFULLY SUBMITTED,



Chris Hamric, Facility Manager



Report on Frank Southern Ice Arena: History, Impact, Risks, and Options

March 2026

History

The Frank Southern Ice Arena was built in 1966 and named for local businessman Frank Southern, who was instrumental in its creation and construction adjacent to the brand-new Bloomington High School on S. Walnut St. An agreement was reached for the City of Bloomington Parks and Recreation Department (BPRD) to construct and operate an “open air” arena on land belonging to the school corporation. In 1988, the ice arena was enclosed during a renovation project, which also included locker room expansion, the installation of a HVAC system, and refrigerant pipe repairs. Around that time, MCCSC and the City of BPRD agreed on and signed an additional 30-year lease for the operation of the ice arena (in 2024, staff discovered that this lease was expired and notified MCCSC officials, who were fine operating under “evergreen” lease terms until a new lease agreement was created).

In 1996, the City Administration recommended closing the ice arena due to increasing costs associated with operating the facility and substantial capital improvements that were eminent. As a result, a feasibility study was conducted that suggested a new ice facility be considered to replace the aging Frank Southern Ice Arena.

Staff pursued potential partnerships with the YMCA and Indiana University for several years. The YMCA decided that it did not meet their mission and declined to pursue a partnership with BPRD. Indiana University explored interest, but ultimately notified BPRD in 1999 that a partnership agreement was not feasible. Other sites in the community were explored but were deemed inappropriate due to size, cost, or location.

In 2000, a request for proposals was sent out to private management firms who had expressed interest in constructing a new facility in the Bloomington market. After over a year of negotiations, the private sector firms withdrew their proposals citing insufficient revenue potential to offset the capital and operational expenses of a new facility.

In 2001, staff recommended renovation of the existing facility using funds that were raised for construction of a new facility. The renovation project included a renovation of the warming room, customer service area, concession area and offices, new lighting over the ice pad and in the warming

room, new compressor and other electrical systems, valve and motor upgrades, repairs to the HVAC system and roof and the addition of a multi-purpose room. These improvements were expected to extend the life of the existing facility for an additional 10+ years, but have lasted to today.

In 2017, the City reached an agreement to install solar panels on many city facilities, and the FSC was included. During the process of installing solar panels on the roof the roof struts were also reinforced to support the weight of the panels.

Community Impact

Today, the ice arena has about 60,000-65,000 annual visitors, and serves a number of different user groups, including:

- Bloomington Blades high school hockey team serving North, South, Edgewood and any students from the surrounding areas
- Bloomington Blades Youth Hockey program (ages 6-14)
- Three IU hockey teams- two men's and one women's
- IU Figure Skating Club
- Local Figure Skating Club
- College hockey rec league (Lug Sports)
- Local adult hockey group

Additionally, the rink hosts a number of open use and recreational or introductory programs, including:

- Skating School ages 2-adult
- House Hockey ages 6-14
- Adult Hockey ages 18+
- Try Hockey for Free
- Try Figure Skating for Free
- Public Skate
- Hockey Drop-In
- Figure Skating Drop-In
- Special Events (Skate and Scare, Skate with Santa, etc.)

The 2025 Parks and Recreation Master Plan Community survey, conducted by aQity Research, also revealed a few important facts about the ice arena:

- 14% of residents visited or used the ice arena in the past year (the top facility was Bryan Park Pool with 24%).
- 76% of residents expressed a willingness to pay for improvements to the ice arena (23% strongly support, 6% strongly oppose).
- The ice arena was identified as the third priority for facility improvement by residents (first was Bryan Park Pool, second was Twin Lakes Rec Center & Sports Park).

Current Conditions

Budget

Frank Southern Ice Arena is supported and operated by both the Parks General Fund and the Parks Non-Reverting Fund, as dictated by title 2.20.090 of Bloomington Municipal Code:

“The special nonreverting operating fund authorized under Indiana Code 36-10-4-16 is continued. Fees collected for lessons, leagues or special entrepreneurial programs or activities, where a contractual employee is necessary or a non-reusable supply is required to provide the service, may be deposited into this fund to pay for the services required to offer the program. Admission fees from golf courses, swimming pools, skating rinks or other similar facilities requiring major expenditures for management and maintenance shall not be deposited into this fund, but instead shall be deposited in the general fund.”

As such, the ice arena, like other parks facilities, splits its revenues and expenses: general admission and rental revenues and related expenses fall to the general fund, and revenue and expenses related to private activities, concessions and other “entrepreneurial programs” falls to the non-reverting fund.

The ice arena does recover a majority of its expenses through revenues each year. The budget totals below reflect the total combined general and non-reverting revenue and expenses.

It’s worth noting that in 2024 the aged zamboni was retired and BPRD moved to a lease model for the zamboni, adding annual expenses instead of a one-time capital expense.

Annual Frank Southern Ice Arena Expenses and Revenues, 2021-2025

Year	Expenses	Revenue	Cost Recovery
2025	\$520,469	\$305,415	58.7%
2024	\$464,681	\$308,177	66.3%
2023	\$457,364	\$312,160	68.3%
2022	\$435,865	\$271,462	62.3%
2021 (COVID)	\$340,622	\$159,436	46.81%

Sports Division staff members are working on a business plan to improve the cost recovery rate at the arena, and are considering outside business consulting to continue to find the best ways to grow business. Current business growth initiatives include growing summer usage for rental groups (bike polo, roller derby), extending the ice season by a few weeks on either end of the winter, looking at a shared

stewardship model, and increased sponsorship, naming rights, advertising, and/or grant dollars to support the arena.

System

The current ammonia-based cooling system is outdated, and should be replaced with a modern, efficient system using current refrigerants in order to extend the useful life of the ice arena. Ice arena staff have met with consultants from I.B. Storey (an international ice arena consultant that also works with the National Hockey League) several times over the last few years to review our options.

While many ice arenas in the United States still use ammonia refrigerants, and many have direct-cooling systems (meaning the chemical refrigerant runs out in piping directly under the ice), the Frank Southern Ice Arena is one of the last of its kind in that it uses ammonia *and* a direct-cooling system. This means that ammonia is pumped directly under the concrete to cool the ice.

Risk Management

Understanding that operating an ammonia system poses risks, but also understanding that this system and other systems like it *have* been operated safely for decades, the Parks and Recreation team is considering several key facts and findings around risk management:

1. **AMMONIA REFRIGERANT:** Anhydrous ammonia (R717) is compressed in a liquid form to be commonly used in refrigeration systems for ice rinks and other facilities. It has been used for many years for these purposes and has mature safety standards, and is considered energy efficient, economical, and environmentally neutral – but with potential risks if not safely managed. When it is released into the air, it becomes a gas and can cause irritation to eyes, nose, and throat, headaches, coughing, impaired vision. The US Environmental Protection Agency advises that “prolonged exposure to high concentrations of ammonia can lead to asthma, blindness, and pulmonary edema (fluid in the lungs), which can be fatal. Skin contact with liquid ammonia can cause burns, blisters, and frostbite, as well as blindness or eye damage. Ammonia gas can also be flammable or explosive when released into the air at high concentrations, which is why it is important to have a well-ventilated machine room. Proper maintenance and management of ammonia refrigeration systems can prevent a system failure or leak from occurring, reducing the risk of exposure.”¹ When it becomes a gas, ammonia is lighter than air and is generally self-alarming (strong odor at low concentrations).
2. **POTENTIAL FOR AMMONIA LEAKS:** The majority of ammonia leaks result from normal mechanical failure points like valves rather than catastrophic slab failure or “Direct Ammonia Design” according to IIAR’s Ammonia Incident Database. This is due to slab piping being static and generally not subject to vibration, mechanical wear or human interaction. Failures typically originate at interfaces not the embedded slab piping. This of course does not mean a failure couldn’t happen underneath the slab, and as a test measure, the piping underneath the slab is

¹ [“Ammonia Safety in New England Ice Rinks,”](#) published by the United States Environmental Protection Agency, December 2018.

pressure tested twice per year (startup and shutdown) and is continually monitored throughout the operating season.

3. **INSPECTIONS:** The pressure vessel that holds the ammonia in the machine room is original to the construction of the arena. It is inspected both by the State of Indiana, which inspects all boilers across the state, and by our mechanical and electrical contractor, [DEEM, Inc.](#) DEEM is certified in IIAR (International Institute of Ammonia Refrigeration) and trained in the Ammonia Refrigeration Management (ARM) system. They handle all inspections as well as our startup and shutdown for the season. Any adjustments or work is done exclusively by them throughout the year.
4. **ALARM SYSTEM:** The ice arena has an ammonia leak detection system, which is installed, maintained, and monitored by DEEM's sister company, [Central Security & Communications \(CSC\)](#). CSC monitors the compressor/leak alarms 24/7 and has on-call phone numbers for each of the full-time staff if anything were to set the alarm off. If the system detects ammonia in the air, or detects a drop in pressure in the closed-loop system, an audible and visible alarm is sounded in the building and calls are made to the personnel listed. Over the past two years, we have been working with DEEM to make sure the system is safe and redundant systems are in place. If any piece of the system were to fail, the alarm is triggered. Alarm component upgrades were installed by Central Securities at the end of 2025.
5. **EMERGENCY PLAN:** The arena has an Emergency Action Plan (EAP) and a Risk Management Plan style plan in place. These are updated and sent to Risk, MCCSC, and the Bloomington Fire Department annually. We also meet with and talk through the EAP with the Bloomington Fire Department Station 5 on South Henderson St. (less than a quarter of a mile from our facility) before startup each year. This EAP is also posted in five different locations around the facility. Its prime directive is simple: in the event of any leak detection or the alarm going off, the facility should be evacuated as quickly as possible. It is attached below.
6. **ANSI/IIAR STANDARDS:** ANSI/IIAR 9-2020 (including Addendum A-2024) establishes minimum safety requirements for existing closed-circuit ammonia refrigeration systems. These standards set definitions and guidelines for safe design, installation, startup, inspection, operation and maintenance, and decommissioning. This standard is technically for facilities that operate using 10,000lbs of ammonia or more – the Frank Southern Ice Arena has 4,125. The IIAR specifies guidelines around an Ammonia Refrigeration Management training course which our contractor, Deem Mechanical have completed. Full-time staff certifications are also available, but are not considered a prerequisite for safe operation as per standards and have not been pursued by Parks and Recreation staff members at this time.
7. **GAP ANALYSIS:** The IIAR standards identify that any facility operating with 10,000lbs or more of ammonia refrigerant must complete a gap analysis by January 1, 2026. Despite not being required to do so based on the total amount of ammonia, Parks and Recreation staff members worked with DEEM to complete a gap analysis, which is included with this report. Facilities have until December 31, 2029 to remediate any identified deficiencies. The gap analysis on the Frank Southern Ice Arena revealed that many items are in compliance, including:
 - a. Location of equipment
 - b. Ammonia purity
 - c. System pressure and temperature readings
 - d. Purging and oil management systems

- e. Insulation
- f. Service provisions
- g. Signage
- h. Equipment enclosure
- i. Machinery room construction
- j. Access and egress
- k. Combustible components
- l. Room drains
- m. Number of exit doors
- n. Lighting
- o. Alarm system
- p. Ventilation
- q. Pressure relief
- r. Location of piping
- s. Instrumentation
- t. Liquid indicators

However, a number of items were also identified as gaps or needs. These are listed below, along with any remediation steps being taken.

- u. Manufacturer data reports - *being solicited from manufacturers now*
- v. Materials of construction - *being solicited from construction contractors now*
- w. Tag all equipment - *being done at the end of this season*
- x. Ammonia needs to be recharged in 2026 or 2027 - *TBD*
- y. Air flow tested and filed - *being done at end of season*
- z. Emergency stop labeled and added to EAP document - *Being done at end of season*
- aa. Tie boiler to emergency stop
- bb. Add an eyewash station
- cc. Change one of the egress doors to an outswinging door
- dd. Add a vent switch at entry door
- ee. Add a battery backup to system

Items U through Z are all administrative. We anticipate items AA through EE will cost approximately \$15,000 and can be completed before reopening in Fall 2026.

Conclusions & Next Steps

The information in this report reveals that the Frank Southern Ice Arena is at a critical junction: while it has been enjoyed by the community for many decades and continues to provide important recreation opportunities, the facility has not received necessary capital investment to modernize its systems, leaving it as one of the last direct ammonia cooling systems in use.

In February 2026, Parks and Recreation staff members met with the City's Risk Department to ensure that both departments are in agreement on how to operate the current system with all appropriate safety precautions. Next steps include completing all items identified in the gap analysis before reopening in Fall

2026, installing another alarm module/flasher, and creating a new comprehensive Risk Management Plan that meets all requirements of the gap analysis. This plan would be created with the Risk Department and reviewed by/practiced with the Bloomington Fire Department and Monroe Fire Protection.

In the last two years, staff members from the Parks and Recreation Department have met with I.B. Storey several times to review options to sustain the ice arena's operations into the future. Several options have emerged:

- **Option one: abandon Frank Southern Ice Arena and build a new facility.** The building and land would revert to MCCSC, and the Parks Department would retain some responsibility for mitigating the building and its systems, depending on MCCSC's willingness or desire to add the building to its inventory. **Estimated cost: \$12 million dollars or more.**
- **Option two: replace the ammonia cooling system and equipment with a new system using a modern refrigerant.** This would replace all of the equipment in the machine room, including the boiler, compressor, and related components, and would also replace all the piping underneath the concrete floor with a new indirect cooling system. **Estimated cost: \$3-4 million dollars.**
- **Option three: replace the direct cooling system with an indirect system.** This would involve tearing up the concrete floor and installing new piping that circulates a safe glycol or similar solution below the concrete. The system would still use ammonia and would rely on the same pressure vessel, but the amount of ammonia needed to be stored would be decreased by around 75% (an estimate per I.B. Storey). This would significantly reduce the risk of having a direct cooled ammonia system. However, the system would still require future investment to replace the pressure vessel and ammonia at some point. **Estimated cost: \$1.2 million dollars.**

Regardless of the option – or combination of options – chosen, the future of the ice arena must be determined through a public process informing and involving the Board of Park Commissioners and the residents of Bloomington. If a solution involving the options above is not viable, then a shutdown of the arena operations will have to be considered (a shutdown would also come with costs to decommission and close down or remove the building).

Given the ice arena's community impact profile and use, it is unlikely that general fund or property tax dollars can be used to cover the full cost of any of the above options. Instead, funding contributions must be pursued from ice arena users, private individuals, naming rights/advertising opportunities, partner organizations, or the Parks non-reverting fund. Continuing to increase the ice arena's business performance and cost recovery will be critical to its sustained operation.

Report Addendum

On March 10, after this report was prepared, a gasket in the boiler room of the Frank Southern Ice Arena failed, leaking ammonia into the boiler room and setting off the ammonia alarm. The alarm functioned as intended, creating an audible and visual alarm in the arena and notifying our ice rink manager via phone

call. Staff quickly evacuated the building without injury or incident, then dialed 911. BFD and BPD quickly responded and closed down the area.

The leak continued in the boiler room until DEEM, Inc. arrived on site to check and isolate the leak. The specific cause of the gasket failing and the compressor not shutting off are currently under investigation by the mechanical contractor, and staff may have more information to give to the Board by the time of its March meeting. This incident puts an exclamation point on the need to investigate ammonia alternatives for the arena, though we can't yet be certain if this particular failure was due to the age of the facility and equipment, or if it was just a random and unfortunate failure. The cooling system could have been switched over to the other compressor and turned back on after an ammonia recharge, but with two planned days left in the season there was no reason to consider a quick repair and reactivation.