



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

Thursday, April 16, 2026

5:00–6:30 p.m.

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

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

[Join this meeting via](#)

<https://bloomington.zoom.us/j/88245766017?pwd=3ab9aUsySnv2Pg2u6dEz2b8IME9Jck.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 March 23 2026 Regular Meeting	Kim Clapp
A-2	Approval of Claims Submitted March 22 2026 through April 16 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 Monroe County History Center	Crystal Ritter
A-8	Partnership with Lake Monroe Sailing Association	Amy Shrake
A-9	Partnership with Special Olympics	Amy Shrake
A-10	Agreement with Commercial Service for rec facility preventive maintenance	Kevin Terrell
A-11	Agreement with Horning Roof for TLRC roof repair	Daren Eads
A-12	Agreement with Weddle Brothers for BCT HVAC upgrades	Rebecca Swift
A-13	Amendment with Eco Logic for 2026 services	Mary Welz

B. Public Hearings and Appearances

Agenda Item Number	Topic/Description	Presenter
B-1	Bravo Award – Doug Bruce	Emily Buuck

C. Other Business

Agenda Item Number	Topic/Description	Presenter
C-1	Contract with Lavin Rental, LLC (Master Rental)	Hsiung Marler
C-2	Contract with HFI for Switchyard preventive maintenance	Hsiung Marler
C-3	Agreement with Catalent Indiana for parking lot usage	Leslie Brinson
C-4	Partnership with Studio Cypher for gaming event	Bill Ream
C-5	Agreement with Spear for 2026 aquatics services	Chris Hamric
C-6	Agreement with Nature’s Way for downtown planters	Joanna Sparks
C-7	Agreement with Green Dragon for B-Line South mowing	Joanna Sparks
C-8	Agreement with Mother Nature for Ash Tree treatment Cycle	Haskell Smith
C-9	Acceptance of Rose Parcel Auditor’s No:014-13520-00	Rebecca Swift
C-10	Agreement with Convergint for Ops Center entry gate	Rebecca Swift
C-11	Agreement with PQC for Operations Center entry gate	Rebecca Swift

D. Reports

Agenda Item Number	Topic/Description	Presenter
D-1	Presentation of Draft 2025 Annual Report	Julie Ramey
D-2	Presentation of Draft 2026-2030 Master Plan <ul style="list-style-type: none"> • Master Plan FAQ • Master Plan Report • Supplement A – Engagement Report • Supplement B – Community Survey Results • Supplement C – Pool Conditions Assessment 	Tim Street

Agenda Item Number	Topic/Description	Presenter
	<ul style="list-style-type: none"> • Supplement D – Financial Sustainability Strategy Report • Supplement E – Providers Network & Inventory Report • Supplement F – Strategic Plan Worksheet 	

E. Public Comment

III. ADJOURNMENT



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

Thursday, March 23, 2026

5:00–7 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 Kathleen Mills called the meeting to order at 5:02 PM

- I. ROLL CALL Present Kathleen Mills, Ellen Rodkey, Israel Herrera and Jim Whitlatch**
- II. Staff present Tim Street, Leslie Brinson, Rebecca Swift, Satoshi Kido, Haskell Smith, Hsiung Marler, Mark Sterner, Chris Hamric, Julie Ramey, bill ream, Mark Marotz and Alex Curry**
- 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

Agenda Item Number	Topic/Description	Presenter
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
Board	Ellen made a motion to approve the consent calendar. Jim Whitlatch seconded and the motion passed unanimously by a 4-0 vote.	Board

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	Staff recommended approval of a partnership agreement with Indiana University for the Granfalloon Concert Series at Switchyard Park. The Parks Department would manage and pay upfront costs for fencing, restrooms, and shade, with IU reimbursing expenses through the Non-Reverting Fund. The first year of the proposed four-year partnership, would feature three concerts. IU would handle event operations and commit \$10,000 toward future park improvements. The series expanded park programming and supported local economic development. Ellen Rodkey made a motion to approve the agreement with Indiana University for Grafallon concert Series. Jim Whitlatch seconded and the motion passed unanimously by a 4-0 vote.	Leslie Brinson
C-2	Staff recommended approval of a \$637,775 construction contract with Monroe, LLC, the lowest of five bidders, for the Powerline Trail project (funded by BICI Bond). The project included construction of a 0.9-mile multi-use trail, trailhead amenities, an ADA-accessible crossing on Rogers Street, and connections to RCA Community Park, along with related site preparation, drainage, and restoration work. Ellen Rodkey made a motion to approve the contract with Monroe, LLC for Powerline Trail project. Jim Whitlatch seconded, and the motion passed unanimously by a 4-0 vote.	Rebecca Swift

Agenda Item Number	Topic/Description	Presenter
C-3	<p>Staff recommended approval of a \$124,950 service agreement with Rundell Ernstberger Associates, Inc. (REA) for construction inspection services for the Powerline Trail project (funded by BICI Bond). REA would provide part-time inspection, compliance review, documentation, and project support services through completion, on an hourly not-to-exceed basis. Ellen Rodkey made a motion to approve the contract with REA for construction inspections. Jim Whitlatch seconded the motion passed unanimously by a 4-0 vote.</p>	Rebecca Swift
C-4	<p>Staff recommended approval of a land lease agreement with Verizon Wireless for a communications tower at the BPRD Operations Center (545 S Adams St), allowing up to five additional automatic five-year renewal terms. The amendment updated renewal options, maintained existing rent escalations, clarified notice and contact requirements, allowed electronic execution, and preserved all other terms of the original 2015 lease. Ellen Rodkey made a motion to approve the Verizon Wireless lease agreement. Jim Whitlatch seconded and the motion unanimously passed by a 4-0 vote.</p>	Rebecca Swift
C-5	<p>Staff recommended approval of the 2026 Switchyard Park mowing contract with Green Dragon Lawncare, Inc. The contract covered approximately 17.2 acres (up from 15.6 acres) at a per-cycle rate of \$60/acre, with 26–30 cycles per year, beginning in mid to late April. The total contract amount is not to exceed \$33,025, funded by the Switchyard Park General Fund (2204-18-189006-53610). Green Dragon submitted the lowest of six quotes and has previously performed satisfactorily at Switchyard Park. Ellen Rodkey made a motion to approve the contract with Green Dragon for moving services at Switchyard Park. Jim Whitlatch seconded the motion unanimously passed by a 4-0 vote.</p>	Hsiung Marler
C-6	<p>Staff recommends approval of a Memorandum of Understanding with Greystar Development and the Planning Department for “offsite” tree planting associated with the Fell Iron property. Due to site constraints, Greystar cannot meet UDO tree requirements on-site. The MOU allows up to 143 trees to be planted offsite, with 76 planted on-site and the remainder contributing to the city’s closed canopy within city limits, including some street trees within a quarter-mile radius. This project has previously appeared before the Board of Zoning Appeals and is scheduled for the Plan Commission on April 13. No funding is required.</p>	Haskell Smith

Agenda Item Number	Topic/Description	Presenter
	Ellen Rodkey made a motion to approve the MOU with Greystar Development. Jim Whitlatched seconded and the motion unanimously passed by a 4-0 vote.	
C-7	<p>Staff recommended approval of the 2026 partnership agreement with Canopy Bloomington to continue the Tree Tenders Program. Funded through the ESD (2209-04-043000-53990) for up to \$13,000, the program provided job training and environmental education for high school students and has supported care for over 600 trees in Switchyard Park, RCA, and Lower Cascades over the past four summers.</p> <p>Ellen Rodkey made a motion to approve the partnership with Canopy Bloomington. Jim Whitlatch seconded and the motion unanimously passed by a 4-0 vote.</p>	Haskell Smith
C-8	<p>Staff recommended review and approval of the 2026 first Quarterly Tree Risk and Reporting document. The report outlined known tree risks, ongoing maintenance such as tree grate upkeep, and the current tree removal list. Managing over 24,000 trees citywide, Urban Forestry used the report to communicate ongoing work, progress, and priorities. This was the fifth edition, and future reports may be adjusted based on Board feedback. The complete report could be found in the March Park Board packet.</p>	Haskell Smith
C-9	<p>Staff recommended approval of a contract with Bluestone Tree LLC for Phase Two of the Storm Resilience Pruning Project, not to exceed \$25,000, funded by a grant (2211-18-G24033-53990). Phase Two continues implementation of the Storm Response Plan, focusing on pruning along priority streets to reduce storm damage. Phase One has been completed, and Phase Two is expected to proceed more efficiently.</p> <p>Ellen Rodkey made a motion to approve the contract with Bluestone for Phase Two of the Storm Resilience Pruning Project. Jim Whitlatch seconded the motion unanimously passed by a 4-0 vote.</p>	Haskell Smith
C-10	<p>Staff recommended approval of the Adopt-A-Roundabout Program Sponsorship Agreement template. This program allows businesses and organizations to financially support maintenance and beautification of the City's four roundabouts in exchange for recognition signage. Parks and Recreation and Public Works retain full control over design, plant selection, safety, and maintenance, while the agreement ensures clear expectations, consistency, and protection of City authority.</p>	Julie Ramey

Agenda Item Number	Topic/Description	Presenter
	Ellen Rodkey motined to approve the Adop-a-Roundabout template agreement. Jim Whitlatch seconded and the motion unanimously passed by a 4-0 vote.	
C-11	Staff recommended approval of the 2026 Partnership Agreement with the Bloomington Pickleball Club (BPC). BPC will continue to have exclusive use of the RCA Park pickleball courts from 6:00–8:00 p.m. on Tuesdays and Thursdays, April through October, to support organized play, events, and tournaments. The 2026 agreement updates the court usage fee from \$5.00 to \$7.50 per court. Ellen Rodkey made a motion to approve the partnership with Bloomington Pickleball Club. Jim Whitlatch seconded the motion unanimously passed by a 4-0 vote.	Mark Sterner
C-12	Staff requested Board approval of additional fee changes for the 2026 season. Following a preliminary review presented in November 2025, staff conducted further analysis and recommended additional adjustments to support the department’s goal of financial sustainability. Areas included Operations, Recreation, TLSP, Frank Southern Center, and Aquatics. Full list of requested fee changes can be found in the March Park Board packet. Ellen made a motion to approve the requested fee changes. Jim Whitlatch seconded the motion unanimously passed by a 4-0 vote.	Kim Clapp
C-13	Staff recommended approval of the updated policy for the Fee Waivers for the 2026 Aquatics season. The policy updates included expanding the fee waiver to adults legally classified as children for public benefit purposes, aligning pool fee waiver requirements with federal standards, and allowing one free adult supervisor to accompany qualifying participants. Ellen Rodkey motioned to approve the updates to Pool Fee Waiver Policy. Jim Whitlatch seconded the motion unanimously passed by a 4-0 vote.	Chris Hamric

D. Reports

Agenda Item Number	Topic/Description	Presenter
D-1	ERAC Annual Report summarized 2025 topics and initiatives. ERAC acted as advisory board in policy matters pertaining to city natural areas and/or facilities. Denise Gardener was not available to present the report, Rebecca Swift was available to answer any questions and stated the report would be brought back at a later date.	Rebecca Swift

Agenda Item Number	Topic/Description	Presenter
	The complete report could be found in the March Park Board packet.	
D-2	Frank Southern Ice Arena Risk and Operational Report covered the community impact, risks and future options of the 1966 ice arena that was named for Frank Southern who was instrumental in its creation and construction. Staff had been working on the report for better part of a year, and had investigated different avenues. The report could be found in the March Park Board packet. Kathleen Mills commented: it was an informational report only. No decision regarding Frank Southern Center would be made at the Board of Park Commissioners March meeting.	Chris Hamric

E. Public Comment: Kathleen Mills opened the floor to public comments. Public comments were received in support of keeping an irce rink in Bloomington, wheter it was to build a new facility or improve the existing rink.

F. Tim Street, Director gave a brief department update.

III. ADJOURNMENT – Kathleen Mills adjourned the meeting at 6:39 P.M.

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/20/2026	Payroll				201,602.68
					201,602.68

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 \$ 201,602.68

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/2/2026	Payroll				236,378.72
					<u>236,378.72</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 236,378.72

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
04/10/26	Claims				\$156,901.88
					\$156,901.88

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 \$156,901.88 4/10/2026

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 03/28/26 - 04/10/26

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										
6530 - Office Depot, INC	455603978001	18-(1) HP Black Toner Cartridge for Parks Front Office Printer	Paid by EFT # 71616		03/31/2026	03/31/2026	04/10/2026		04/10/2026	321.35
5099 - Office Three Sixty, INC	3394340	18-Binder Clips, Scotch Tape, Paper Clips, Packing Tape for Mai	Paid by EFT # 71618		03/31/2026	03/31/2026	04/10/2026		04/10/2026	98.90
								Account 52110 - Office Supplies Totals	Invoice Transactions 2	<u>\$420.25</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1G9L-JWYN-JFVF	18- Square Terminal replacing iPad for CE	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	269.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$269.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320326	06-cell phone chgs 2/12-03/11/26-Inv. 287297421132X03192026	Paid by Check # 81388		04/01/2026	04/01/2026	04/01/2026		04/01/2026	38.69
1079 - AT&T	812349377103-26	18-Landlines-2/20-03/19/26-#812 349-3771 212 4	Paid by Check # 81386		04/01/2026	04/01/2026	04/01/2026		04/01/2026	754.97
								Account 53210 - Telephone Totals	Invoice Transactions 2	<u>\$793.66</u>
								Program 181000 - Administration Totals	Invoice Transactions 5	<u>\$1,482.91</u>
Program 181100 - Marketing										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320326	06-cell phone chgs 2/12-03/11/26-Inv. 287297421132X03192026	Paid by Check # 81388		04/01/2026	04/01/2026	04/01/2026		04/01/2026	54.61
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$54.61</u>
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	45798	18-Farmers' Market trifold brochures 2026 #500	Paid by EFT # 71499		03/31/2026	03/31/2026	04/10/2026		04/10/2026	220.23
2895 - Rapid Reproductions, INC	125663	18-prescribed fire yard signs x4, Junk in Trunk banner x1	Paid by EFT # 71633		03/31/2026	03/31/2026	04/10/2026		04/10/2026	126.16
								Account 53310 - Printing Totals	Invoice Transactions 2	<u>\$346.39</u>
								Program 181100 - Marketing Totals	Invoice Transactions 3	<u>\$401.00</u>



Board of Park Commissioners Claim Register

Invoice Date Range 03/28/26 - 04/10/26

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 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320326	06-cell phone chgs 2/12-03/11/26-Inv. 287297421132X031920 26	Paid by Check # 81388		04/01/2026	04/01/2026	04/01/2026		04/01/2026	29.24
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$29.24</u>
Account 53510 - Electrical Services										
223 - Duke Energy	040126-ParkDukeA	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81392		04/01/2026	04/01/2026	04/01/2026		04/01/2026	396.33
223 - Duke Energy	040126-ParkDukeB	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81393		04/01/2026	04/01/2026	04/01/2026		04/01/2026	13.91
								Account 53510 - Electrical Services Totals	Invoice Transactions 2	<u>\$410.24</u>
								Program 182001 - Aquatics - Bryan Pool Totals	Invoice Transactions 3	<u>\$439.48</u>
Program 182002 - Aquatics - Mills Pool										
Account 52420 - Other Supplies										
6302 - Cardio Partners, INC	600286785	18-MP New AED Purchase	Paid by EFT # 71527		03/31/2026	03/31/2026	04/10/2026		04/10/2026	1,609.09
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$1,609.09</u>
Account 53510 - Electrical Services										
223 - Duke Energy	040126-ParkDukeC	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81394		04/01/2026	04/01/2026	04/01/2026		04/01/2026	27.90
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$27.90</u>
								Program 182002 - Aquatics - Mills Pool Totals	Invoice Transactions 2	<u>\$1,636.99</u>
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3187820932	18-FSC Zam Propane 03/10/26	Paid by EFT # 71504		03/31/2026	03/31/2026	04/10/2026		04/10/2026	186.03
								Account 52240 - Fuel and Oil Totals	Invoice Transactions 1	<u>\$186.03</u>
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	16591	18-FSC Hardware supplies - tags, hose clamps, screwdriver, bits,	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	136.44
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$136.44</u>
Account 53510 - Electrical Services										
223 - Duke Energy	040126-ParkDukeA	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81392		04/01/2026	04/01/2026	04/01/2026		04/01/2026	7,958.56



Board of Park Commissioners Claim Register

Invoice Date Range 03/28/26 - 04/10/26

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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53510 - Electrical Services										
223 - Duke Energy	040126-ParkDukeB	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81393		04/01/2026	04/01/2026	04/01/2026		04/01/2026	120.09
								Account 53510 - Electrical Services Totals	Invoice Transactions 2	<u>\$8,078.65</u>
Account 53630 - Machinery and Equipment Repairs										
321 - Harrell Fish, INC (HFI)	ZW38329	18-FSC Fixing our water heater (after hours)-3/7/26	Paid by EFT # 71562		03/31/2026	03/31/2026	04/10/2026		04/10/2026	400.97
								Account 53630 - Machinery and Equipment Repairs Totals	Invoice Transactions 1	<u>\$400.97</u>
Account 53730 - Machinery and Equipment Rental										
9501 - CTM Services, INC	016487	18-Zamboni leasing- shipping/handling-pick up and return	Paid by EFT # 71539		03/31/2026	03/31/2026	04/10/2026		04/10/2026	3,960.00
								Account 53730 - Machinery and Equipment Rental Totals	Invoice Transactions 1	<u>\$3,960.00</u>
Account 53910 - Dues and Subscriptions										
4170 - Comcast Cable Communications, INC	1190548452031326	18-FSC Cable for lobby TV 3/27/26-4/26/26	Paid by Check # 81390		04/01/2026	04/01/2026	04/01/2026		04/01/2026	131.45
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$131.45</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3408103	18- FSC - SA- Front rug cleaning 3-17-2026	Paid by EFT # 71629		03/31/2026	03/31/2026	04/10/2026		04/10/2026	70.73
53657 - Plymate, INC	3405053	18- FSC - SA- Front rug cleaning 3-03-2026	Paid by EFT # 71629		03/31/2026	03/31/2026	04/10/2026		04/10/2026	70.73
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2	<u>\$141.46</u>
								Program 182500 - Frank Southern Center Totals	Invoice Transactions 9	<u>\$13,035.00</u>
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
334 - Irving Materials, INC	71578932	18 - Cascades Sand- 3/10/26	Paid by EFT # 71580		03/31/2026	03/31/2026	04/10/2026		04/10/2026	1,346.36
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 1	<u>\$1,346.36</u>
Account 52230 - Garage and Motor Supplies										
455 - Industrial Service & Supply, INC	91253	18 - Cascades ORings, pro Wrap, Flexor, Ferrule	Paid by EFT # 71576		03/31/2026	03/31/2026	04/10/2026		04/10/2026	55.88
8658 - Kleindorfer's Hardware LLC	19851	18 - Cascades-Bolts, Nuts, Washers	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	72.49
6410 - R&R Products, INC	CD3126740	18-Cascades-Combs Assembly, Control Choke	Paid by EFT # 71632		03/31/2026	03/31/2026	04/10/2026		04/10/2026	537.95



Board of Park Commissioners Claim Register

Invoice Date Range 03/28/26 - 04/10/26

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 52230 - Garage and Motor Supplies											
476 - Southern Indiana Parts, INC (Napa Auto Parts)	687036	18-Cascades- fuel filters (4)	Paid by EFT # 71650		03/31/2026	03/31/2026	04/10/2026		04/10/2026	7.76	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	686959	18 - Cascades Cleaning fluids, Starting fluid	Paid by EFT # 71650		03/31/2026	03/31/2026	04/10/2026		04/10/2026	52.61	
4461 - Tieman Tire Co, of Bloomington, INC	20039985	8 - Cascades- Tires (4)- 3/16/26	Paid by EFT # 71662		03/31/2026	03/31/2026	04/10/2026		04/10/2026	406.00	
4461 - Tieman Tire Co, of Bloomington, INC	20039983	18 - Cascades -disposal fee of 22 tires-3/16/26	Paid by EFT # 71662		03/31/2026	03/31/2026	04/10/2026		04/10/2026	66.00	
									Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 7	\$1,198.69
Account 52240 - Fuel and Oil											
14129 - C & S, INC	65637	18 - Cascades Gas (regular ethanol 87 oct (492), Diesel(343))	Paid by EFT # 71526		03/31/2026	03/31/2026	04/10/2026		04/10/2026	3,056.80	
									Account 52240 - Fuel and Oil Totals	Invoice Transactions 1	\$3,056.80
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NVH-YH6Q-7XF1	18-Yellow Cardstock & Cup Dispenser for Cascades Golf Course	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	31.78	
4574 - John Deere Financial f.s.b. (Rural King)	352116	18 - Cascades- Hoses, Hose Nozzle	Paid by Check # 81413		03/31/2026	03/31/2026	04/10/2026		04/10/2026	106.36	
8658 - Kleindorfer's Hardware LLC	16297	18 - Cascades- Door Stop	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	29.03	
8658 - Kleindorfer's Hardware LLC	19486	18 - Cascades Keys, Eyebolts, s hooks, bulbs	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	50.41	
2895 - Rapid Reproductions, INC	125856	18-Cascades yard signs directional & info #86	Paid by EFT # 71633		03/31/2026	03/31/2026	04/10/2026		04/10/2026	365.50	
5819 - Synchrony Bank	000000 GWPJHR	18 - Cascades- Coffee Maker, Mat	Paid by Check # 81422		03/31/2026	03/31/2026	04/10/2026		04/10/2026	118.56	
									Account 52420 - Other Supplies Totals	Invoice Transactions 6	\$701.64
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872974211320326	06-cell phone chgs 2/12-03/11/26-Inv. 287297421132X03192026	Paid by Check # 81388		04/01/2026	04/01/2026	04/01/2026		04/01/2026	21.25	
									Account 53210 - Telephone Totals	Invoice Transactions 1	\$21.25



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 183500 - Golf Services											
Account 53320 - Advertising											
7815 - A&M Graphics (Baugh Fine Print and Mailing)	45797	18-golf 10 play passes & wallet cards 2026, 250 ea	Paid by EFT # 71499		03/31/2026	03/31/2026	04/10/2026		04/10/2026	219.50	
									Account 53320 - Advertising Totals	Invoice Transactions 1	<u>\$219.50</u>
Account 53510 - Electrical Services											
223 - Duke Energy	040126-ParkDukeA	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81392		04/01/2026	04/01/2026	04/01/2026		04/01/2026	259.41	
223 - Duke Energy	040126-ParkDukeB	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81393		04/01/2026	04/01/2026	04/01/2026		04/01/2026	562.46	
									Account 53510 - Electrical Services Totals	Invoice Transactions 2	<u>\$821.87</u>
									Program 183500 - Golf Services Totals	Invoice Transactions 19	<u>\$7,366.11</u>
Program 184000 - Natural Resources											
Account 52220 - Agricultural Supplies											
4574 - John Deere Financial f.s.b. (Rural King)	334764	18-backpack sprayer 4 gal Roundup	Paid by Check # 81413		03/31/2026	03/31/2026	04/10/2026		04/10/2026	99.99	
5391 - Spence Restoration Nursery, INC	5386	18-Nat Res 3# Canada, 3# Virginia wild rye seed	Paid by EFT # 71651		03/31/2026	03/31/2026	04/10/2026		04/10/2026	134.24	
									Account 52220 - Agricultural Supplies Totals	Invoice Transactions 2	<u>\$234.23</u>
Account 52310 - Building Materials and Supplies											
409 - Black Lumber Co. INC	627527	18- UF - Filler rope, self leveling concrete sealant	Paid by EFT # 71517		03/31/2026	03/31/2026	04/10/2026		04/10/2026	164.79	
365 - Rogers Group, INC	0713019357	18-Nat Res #7 stone - Hopewell/Crestmont	Paid by EFT # 71639		03/31/2026	03/31/2026	04/10/2026		04/10/2026	30.60	
365 - Rogers Group, INC	0713019383	18-Nat Res #7 stone for Griffy Dam	Paid by EFT # 71639		03/31/2026	03/31/2026	04/10/2026		04/10/2026	703.80	
7843 - ZW USA INC (Dog Waste Depot)	800140	18 -Nat Res Dog Waste Station w Sign, Roll Bag System, Round Can	Paid by EFT # 71682		03/31/2026	03/31/2026	04/10/2026		04/10/2026	253.48	
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 4	<u>\$1,152.67</u>
Account 52340 - Other Repairs and Maintenance											
6262 - Koenig Equipment, INC	P55799	18-Nat Res-Trails Stihl gas-powered chainsaw repair	Paid by EFT # 71593		03/31/2026	03/31/2026	04/10/2026		04/10/2026	114.09	
									Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 1	<u>\$114.09</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
4660 - A.M. Leonard, INC	CI26009749	18-Nat Res (2) pruners and parts for Veg	Paid by EFT # 71500		03/31/2026	03/31/2026	04/10/2026		04/10/2026	110.44
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$110.44</u>
Account 52430 - Uniforms and Tools										
5695 - Freethink AppareI LLC	25524	18-Nat Res-(20) shirt order for Boathouse and Education staff	Paid by EFT # 71558		03/31/2026	03/31/2026	04/10/2026		04/10/2026	252.00
								Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	<u>\$252.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320326	06-cell phone chgs 2/12-03/11/26-Inv. 287297421132X03192026	Paid by Check # 81388		04/01/2026	04/01/2026	04/01/2026		04/01/2026	127.41
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$127.41</u>
Account 53510 - Electrical Services										
223 - Duke Energy	040126-ParkDukeA	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81392		04/01/2026	04/01/2026	04/01/2026		04/01/2026	16.80
223 - Duke Energy	040126-ParkDukeB	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81393		04/01/2026	04/01/2026	04/01/2026		04/01/2026	22.83
								Account 53510 - Electrical Services Totals	Invoice Transactions 2	<u>\$39.63</u>
								Program 184000 - Natural Resources Totals	Invoice Transactions 12	<u>\$2,030.47</u>
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	040126-ParkDukeB	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81393		04/01/2026	04/01/2026	04/01/2026		04/01/2026	221.69
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$221.69</u>
								Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 1	<u>\$221.69</u>
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KL3-KVKW-D4RF	18-Liquid Glue, Sign Holders, Laminating Paper, Repair Parts CE	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	285.52
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11X7-HY71-XTXD	18-(2) 10x10 Blue Tents & (1) Set of Tent Weights for Comm.Evnt	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	340.88



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 186500 - Community Events											
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YTQ-LF1G-CKH3	18-(1)ct 2 Sets of Truss Bar Connectors for Comm.Ev. Tent Repair	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	14.00	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1119-D7GR-MHPL	18-(2) Sets Truss Bar Connectors & (2) Parts for CE Tent Repair	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	79.96	
8658 - Kleindorfer's Hardware LLC	19369	18 - Sand	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	8.50	
								Account 52420 - Other Supplies Totals		Invoice Transactions 5	<u>\$728.86</u>
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872974211320326	06-cell phone chgs 2/12-03/11/26-Inv. 287297421132X03192026	Paid by Check # 81388		04/01/2026	04/01/2026	04/01/2026		04/01/2026	37.96	
								Account 53210 - Telephone Totals		Invoice Transactions 1	<u>\$37.96</u>
								Program 186500 - Community Events Totals		Invoice Transactions 6	<u>\$766.82</u>
Program 186502 - Community Events-Gardens											
Account 52420 - Other Supplies											
409 - Black Lumber Co. INC	626930	18-gloves, jumbo marker	Paid by EFT # 71517		03/31/2026	03/31/2026	04/10/2026		04/10/2026	8.48	
409 - Black Lumber Co. INC	626932	18-three bundles of stakes	Paid by EFT # 71517		03/31/2026	03/31/2026	04/10/2026		04/10/2026	38.37	
409 - Black Lumber Co. INC	627617	18-gloves, galv strap, bit, screws	Paid by EFT # 71517		03/31/2026	03/31/2026	04/10/2026		04/10/2026	29.44	
137 - Good Earth, LLC	23615	18-garden blend compost for raised beds	Paid by EFT # 71559		03/31/2026	03/31/2026	04/10/2026		04/10/2026	255.00	
8658 - Kleindorfer's Hardware LLC	19388	18-fire extinguisher, master lock	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	53.98	
								Account 52420 - Other Supplies Totals		Invoice Transactions 5	<u>\$385.27</u>
								Program 186502 - Community Events-Gardens Totals		Invoice Transactions 5	<u>\$385.27</u>
Program 187001 - Adult Sports-Softball											
Account 52230 - Garage and Motor Supplies											
786 - Richard's Small Engine, INC	609101	18-TLSP-Weed eater, new string, and trimmers	Paid by EFT # 71635		03/31/2026	03/31/2026	04/10/2026		04/10/2026	627.09	



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 187001 - Adult Sports-Softball											
Account 52230 - Garage and Motor Supplies											
476 - Southern Indiana Parts, INC (Napa Auto Parts)	688748	18-TLSP-Air filters and parts cleaners for equipment	Paid by EFT # 71650		03/31/2026	03/31/2026	04/10/2026		04/10/2026	146.38	
								Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 2	<u>\$773.47</u>
Account 52420 - Other Supplies											
6222 - Apple, INC	MC58415141	18-Sports - Ipad for e-forms at sports facilities	Paid by EFT # 71506		03/31/2026	03/31/2026	04/10/2026		04/10/2026	200.01	
								Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$200.01</u>
Account 53510 - Electrical Services											
223 - Duke Energy	040126-ParkDukeA	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81392		04/01/2026	04/01/2026	04/01/2026		04/01/2026	123.32	
223 - Duke Energy	040126-ParkDukeB	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81393		04/01/2026	04/01/2026	04/01/2026		04/01/2026	1,102.21	
223 - Duke Energy	040126-ParkDukeC	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81394		04/01/2026	04/01/2026	04/01/2026		04/01/2026	56.94	
223 - Duke Energy	040126-ParkDukeD	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81395		04/01/2026	04/01/2026	04/01/2026		04/01/2026	66.58	
								Account 53510 - Electrical Services Totals		Invoice Transactions 4	<u>\$1,349.05</u>
								Program 187001 - Adult Sports-Softball Totals		Invoice Transactions 7	<u>\$2,322.53</u>
Program 187202 - Youth Sports-Winslow											
Account 52340 - Other Repairs and Maintenance											
409 - Black Lumber Co. INC	627517	18-WIN-Black cable ties	Paid by EFT # 71517		03/31/2026	03/31/2026	04/10/2026		04/10/2026	33.98	
								Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1	<u>\$33.98</u>
Account 52420 - Other Supplies											
6222 - Apple, INC	MC58415141	18-Sports - Ipad for e-forms at sports facilities	Paid by EFT # 71506		03/31/2026	03/31/2026	04/10/2026		04/10/2026	199.95	
7722 - Indiana Field Supplies, LLC	2026-1111	18-WIN-Field paint for lining	Paid by EFT # 71575		03/31/2026	03/31/2026	04/10/2026		04/10/2026	412.15	
4574 - John Deere Financial f.s.b. (Rural King)	189222	18-WIN-Backpack sprayer	Paid by Check # 81413		03/31/2026	03/31/2026	04/10/2026		04/10/2026	64.99	



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Winslow										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	19476	18-WIN-Misc Supplies; two hasp, three key rings	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	22.45
8658 - Kleindorfer's Hardware LLC	19262	18-WIN-Misc Supplies; 30 spring snaps	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	50.70
8658 - Kleindorfer's Hardware LLC	19482	18-WIN-Misc Supplies; 30 spring snaps	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	50.70
							Account 52420 - Other Supplies Totals		Invoice Transactions 6	<u>\$800.94</u>
Account 52430 - Uniforms and Tools										
5695 - Freethink AppareI LLC	24990	18-WIN-Zack Earl Apparel-crewnecks, fleece 1/4	Paid by EFT # 71558		03/31/2026	03/31/2026	04/10/2026		04/10/2026	160.00
							Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1	<u>\$160.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320326	06-cell phone chgs 2/12-03/11/26-Inv. 287297421132X03192026	Paid by Check # 81388		04/01/2026	04/01/2026	04/01/2026		04/01/2026	29.24
							Account 53210 - Telephone Totals		Invoice Transactions 1	<u>\$29.24</u>
Account 53510 - Electrical Services										
223 - Duke Energy	040126-ParkDukeA	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81392		04/01/2026	04/01/2026	04/01/2026		04/01/2026	55.87
223 - Duke Energy	040126-ParkDukeB	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81393		04/01/2026	04/01/2026	04/01/2026		04/01/2026	30.43
223 - Duke Energy	040126-ParkDukeC	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81394		04/01/2026	04/01/2026	04/01/2026		04/01/2026	19.85
							Account 53510 - Electrical Services Totals		Invoice Transactions 3	<u>\$106.15</u>
							Program 187202 - Youth Sports-Winslow Totals		Invoice Transactions 12	<u>\$1,130.31</u>
Program 187208 - Youth Sports-Olcott										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1K4X-49J6-PCRv	18 - Sports - Three Ipad Cases	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	70.77
6222 - Apple, INC	MC58415141	18-Sports - Ipad for e-forms at sports facilities	Paid by EFT # 71506		03/31/2026	03/31/2026	04/10/2026		04/10/2026	238.04
							Account 52420 - Other Supplies Totals		Invoice Transactions 2	<u>\$308.81</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	040126-ParkDukeC	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81394		04/01/2026	04/01/2026	04/01/2026		04/01/2026	80.50
							Account 53510 - Electrical Services Totals	Invoice Transactions 1		<u>\$80.50</u>
							Program 187208 - Youth Sports-Olcott Totals	Invoice Transactions 3		<u>\$389.31</u>
Program 187500 - Banneker										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	051538	18-Banneker event supplies-popcorn, oil, food coloring, seasonin	Paid by Check # 81414		03/31/2026	03/31/2026	04/10/2026		04/10/2026	14.86
6530 - Office Depot, INC	461419022001	18 -Banneker office supplies - toner cartridge	Paid by EFT # 71616		03/31/2026	03/31/2026	04/10/2026		04/10/2026	72.83
5819 - Synchrony Bank	6441	18-Banneker event supplies-trash bags, baking soda, suckers, vin	Paid by Check # 81422		03/31/2026	03/31/2026	04/10/2026		04/10/2026	104.81
							Account 52420 - Other Supplies Totals	Invoice Transactions 3		<u>\$192.50</u>
Account 53510 - Electrical Services										
223 - Duke Energy	040126-ParkDukeC	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81394		04/01/2026	04/01/2026	04/01/2026		04/01/2026	576.36
							Account 53510 - Electrical Services Totals	Invoice Transactions 1		<u>\$576.36</u>
Account 53610 - Building Repairs										
4443 - The Sherwin Williams Company	57937138410326	18- Banneker Building maintenance - paint supplies	Paid by EFT # 71658		03/31/2026	03/31/2026	04/10/2026		04/10/2026	111.61
							Account 53610 - Building Repairs Totals	Invoice Transactions 1		<u>\$111.61</u>
							Program 187500 - Banneker Totals	Invoice Transactions 5		<u>\$880.47</u>
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320326	06-cell phone chgs 2/12-03/11/26-Inv. 287297421132X031920 26	Paid by Check # 81388		04/01/2026	04/01/2026	04/01/2026		04/01/2026	37.96
							Account 53210 - Telephone Totals	Invoice Transactions 1		<u>\$37.96</u>
							Program 188001 - Inclusive Recreation Totals	Invoice Transactions 1		<u>\$37.96</u>



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 189000 - Operations											
Account 52210 - Institutional Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KQL-WR1N-D39D	18-(12) Waterless Gallon Urinal Trap Liquid for Operations Use	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	984.00	
313 - Fastenal Company	INBLM241335	18-OPS toilet paper, paper towel, sponges and gloves	Paid by EFT # 71555		03/31/2026	03/31/2026	04/10/2026		04/10/2026	1,981.18	
8658 - Kleindorfer's Hardware LLC	16573	18-OPS spray paint for graffiti removal	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	17.67	
									Account 52210 - Institutional Supplies Totals	Invoice Transactions 3	\$2,982.85
Account 52310 - Building Materials and Supplies											
409 - Black Lumber Co. INC	626848	18-OPS materials for RCA small shelter roof replacements	Paid by EFT # 71517		03/31/2026	03/31/2026	04/10/2026		04/10/2026	1,162.00	
409 - Black Lumber Co. INC	626079	18-sanded pine plywood for shelving	Paid by EFT # 71517		03/31/2026	03/31/2026	04/10/2026		04/10/2026	48.69	
409 - Black Lumber Co. INC	626847	18-OPS materials for RCA restroom roof replacement	Paid by EFT # 71517		03/31/2026	03/31/2026	04/10/2026		04/10/2026	458.74	
409 - Black Lumber Co. INC	626777	18-lumber for shelves at Rogers Family (6)	Paid by EFT # 71517		03/31/2026	03/31/2026	04/10/2026		04/10/2026	31.74	
409 - Black Lumber Co. INC	626833	18-carbon blades, bit set	Paid by EFT # 71517		03/31/2026	03/31/2026	04/10/2026		04/10/2026	46.98	
8658 - Kleindorfer's Hardware LLC	17189	18-OPS materials for racking at Switchyard Maint. Bldg	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	250.34	
8658 - Kleindorfer's Hardware LLC	16150	18-Custodial-shelf brackets, screws, bolts, nuts	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	36.42	
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 7	\$2,034.91
Account 52340 - Other Repairs and Maintenance											
8658 - Kleindorfer's Hardware LLC	18019	18-4" paint brush	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	8.79	
8658 - Kleindorfer's Hardware LLC	16729	18-textured caulk for project school	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	7.49	
8658 - Kleindorfer's Hardware LLC	16879	18-brass and pvc caps	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	3.08	
8658 - Kleindorfer's Hardware LLC	16725	18-flat bar, adj wrench, channel lock, plastic dip	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	85.26	
8658 - Kleindorfer's Hardware LLC	19908	18-materials to replace split rail fence. bolts, washers, door	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	97.19	



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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	19895	18-screws, tape measure, carpenter pencil - for office at Ops	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	49.34
8658 - Kleindorfer's Hardware LLC	16984	18-two flush levers	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	49.98
8658 - Kleindorfer's Hardware LLC	19623	18-cup brush, blade	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	45.48
8658 - Kleindorfer's Hardware LLC	17219	18-5/16 bit	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	10.49
8658 - Kleindorfer's Hardware LLC	16638	18-union fittings, screws, bolts, cock nut, cutter wheel	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	18.72
8658 - Kleindorfer's Hardware LLC	17817	18-square bits, 2 cut disc, 1 grind disc	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	14.26
8658 - Kleindorfer's Hardware LLC	19912	18-coupling, pipe, bit set	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	81.09
8658 - Kleindorfer's Hardware LLC	17095	18-carriage bolt, locknuts, spacers, axe handle, abrasive edges	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	36.55
8658 - Kleindorfer's Hardware LLC	16833	18-plumbing repair supplies	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	19.37
8658 - Kleindorfer's Hardware LLC	17455	18-cut blades, drill bits	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	44.21
8658 - Kleindorfer's Hardware LLC	19114	18-2 pry bars	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	35.48
8658 - Kleindorfer's Hardware LLC	20027	18-OPS hex sets for Ops construction crew	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	111.49
6262 - Koenig Equipment, INC	P55723	18-OPS maintenance kit and pen light for John Deere	Paid by EFT # 71593		03/31/2026	03/31/2026	04/10/2026		04/10/2026	149.52
6262 - Koenig Equipment, INC	P55741	18-OPS holder and support kit for new John Deere Mower	Paid by EFT # 71593		03/31/2026	03/31/2026	04/10/2026		04/10/2026	457.37
786 - Richard's Small Engine, INC	607805	18-OPS 6 pack oil bottles and trimmer line for mowers	Paid by EFT # 71635		03/31/2026	03/31/2026	04/10/2026		04/10/2026	233.70
786 - Richard's Small Engine, INC	607803	18-OPS 6 airless wheels for Hustler mowers	Paid by EFT # 71635		03/31/2026	03/31/2026	04/10/2026		04/10/2026	1,412.22
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 21	\$2,971.08



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11Y1-RPJV-LR36	18-Toilet Brush, Car Charger, Desk Calendar for Operations Staff	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	36.57
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RL6-PVCK-1DFV	18-(5) Personalized Name Plates for OPS Staff at OPS Center	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	30.89
4574 - John Deere Financial f.s.b. (Rural King)	235353	18-Ops-grill brush, worklight, tarp	Paid by Check # 81413		03/31/2026	03/31/2026	04/10/2026		04/10/2026	46.47
8658 - Kleindorfer's Hardware LLC	16673	18-bit, air duster - to hang sign	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	9.48
8658 - Kleindorfer's Hardware LLC	16749	18-CEM concrete for White Oak section signs	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	169.00
8658 - Kleindorfer's Hardware LLC	16178	18-materials for Grant Steer auto sign on the B-Line	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	50.69
8658 - Kleindorfer's Hardware LLC	16163	18-screws and nuts for Jeff's sign	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	11.08
8658 - Kleindorfer's Hardware LLC	17090	18-one three gallon sprayer	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	48.99
9971 - RightPath Technology LLC (RightPath Security)	2149	18-OPS remaining keyless locks for OPS facilities	Paid by EFT # 71637		03/31/2026	03/31/2026	04/10/2026		04/10/2026	18,042.56
								Account 52420 - Other Supplies Totals	Invoice Transactions 9	<u>\$18,445.73</u>
Account 52430 - Uniforms and Tools										
5695 - Freethink AppareI LLC	25595	18-OPS Uniform stock for Operations crews-60 t-shirts	Paid by EFT # 71558		03/31/2026	03/31/2026	04/10/2026		04/10/2026	204.00
								Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	<u>\$204.00</u>
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	38220	18-District Meeting-Early Childhood Play-Leyenbeck-3/16/26	Paid by Check # 81411		03/31/2026	03/31/2026	04/10/2026		04/10/2026	35.00
								Account 53160 - Instruction Totals	Invoice Transactions 1	<u>\$35.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320326	06-cell phone chgs 2/12-03/11/26-Inv. 287297421132X03192026	Paid by Check # 81388		04/01/2026	04/01/2026	04/01/2026		04/01/2026	297.33
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$297.33</u>



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 189000 - Operations											
Account 53510 - Electrical Services											
223 - Duke Energy	040126-ParkDukeA	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81392		04/01/2026	04/01/2026	04/01/2026		04/01/2026	1,231.80	
223 - Duke Energy	040126-ParkDukeB	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81393		04/01/2026	04/01/2026	04/01/2026		04/01/2026	468.31	
223 - Duke Energy	040126-ParkDukeC	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81394		04/01/2026	04/01/2026	04/01/2026		04/01/2026	709.77	
223 - Duke Energy	040126-ParkDukeD	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81395		04/01/2026	04/01/2026	04/01/2026		04/01/2026	786.54	
								Account 53510 - Electrical Services Totals		Invoice Transactions 4	<u>\$3,196.42</u>
Account 53610 - Building Repairs											
423 - City Glass of Bloomington, INC	79547	18-OPS repair to Project school window leak	Paid by EFT # 71532		03/31/2026	03/31/2026	04/10/2026		04/10/2026	1,925.80	
								Account 53610 - Building Repairs Totals		Invoice Transactions 1	<u>\$1,925.80</u>
Account 53650 - Other Repairs											
423 - City Glass of Bloomington, INC	79546	18-OPS Repair mirror for Building Trades park	Paid by EFT # 71532		03/31/2026	03/31/2026	04/10/2026		04/10/2026	93.85	
								Account 53650 - Other Repairs Totals		Invoice Transactions 1	<u>\$93.85</u>
Account 53990 - Other Services and Charges											
10033 - Matthew Bell (MB softwash DBA A&A Quick Pump	I7341	18-OPS Seminary Portalet servicing 2/17/26 -3/16/26	Paid by EFT # 71516		03/31/2026	03/31/2026	04/10/2026		04/10/2026	2,400.00	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$2,400.00</u>
Account 54420 - Purchase of Equipment											
6262 - Koenig Equipment, INC	E01630	18-OPS Z930M ZTrack Mower	Paid by EFT # 71593		03/31/2026	03/31/2026	04/10/2026		04/10/2026	14,450.00	
								Account 54420 - Purchase of Equipment Totals		Invoice Transactions 1	<u>\$14,450.00</u>
								Program 189000 - Operations Totals		Invoice Transactions 51	<u>\$49,036.97</u>
Program 189006 - Switchyard Property											
Account 52210 - Institutional Supplies											
6394 - Imperial Bag & Paper CO LLC	40980943	18- SYP Bath tissue, hand cleaner, and liners	Paid by EFT # 71573		03/31/2026	03/31/2026	04/10/2026		04/10/2026	849.97	
								Account 52210 - Institutional Supplies Totals		Invoice Transactions 1	<u>\$849.97</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											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WFD-RD4T-G1HT	18-CR-(1) Hand Dryer-SYP Restrooms- #1WFD-RD4T-F61M	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	(408.91)	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WFD-RD4T-F61M	18-Pool Filters, Glass Mirrors for Switchyard Spray Pad/Restroom	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	2,933.22	
8401 - Hanover Prest-Paving Co (Hanover Architectural	164637	18-SYP Spray pad replacement tiles-incl set up/delivery chg	Paid by EFT # 71561		03/31/2026	03/31/2026	04/10/2026		04/10/2026	2,326.32	
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 3	<u>\$4,850.63</u>
Account 53510 - Electrical Services											
223 - Duke Energy	040126-ParkDukeC	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81394		04/01/2026	04/01/2026	04/01/2026		04/01/2026	1,417.17	
223 - Duke Energy	040126-ParkDukeD	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81395		04/01/2026	04/01/2026	04/01/2026		04/01/2026	1,246.59	
									Account 53510 - Electrical Services Totals	Invoice Transactions 2	<u>\$2,663.76</u>
Account 53920 - Laundry and Other Sanitation Services											
53657 - Plymate, INC	3408481	18- SYP Vestibule Rug Service 03/18/2026	Paid by EFT # 71629		03/31/2026	03/31/2026	04/10/2026		04/10/2026	114.33	
									Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 1	<u>\$114.33</u>
									Program 189006 - Switchyard Property Totals	Invoice Transactions 7	<u>\$8,478.69</u>
Program 189500 - Urban Greenspace											
Account 52220 - Agricultural Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1H4T-CRQG-HDM9	18-Aquamaster (6)ct 2.5 Gal Herbicide for UGS Landscaping Crew	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	779.94	
									Account 52220 - Agricultural Supplies Totals	Invoice Transactions 1	<u>\$779.94</u>
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1H4T-CRQG-HDM9	18-Aquamaster (6)ct 2.5 Gal Herbicide for UGS Landscaping Crew	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	42.12	
8658 - Kleindorfer's Hardware LLC	19735	18-bolts, juts, washer, sprayer bottles, deck screen	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	27.83	
									Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$69.95</u>



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Fund 2204 - Park and Recreation - Operating											
Department 18 - Parks & Recreation											
Program 189500 - Urban Greenspace											
Account 52430 - Uniforms and Tools											
5695 - Freethink AppareI LLC	25595	18-OPS Uniform stock for Operations crews-60 t-shirts	Paid by EFT # 71558		03/31/2026	03/31/2026	04/10/2026		04/10/2026	340.00	
									Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	<u>\$340.00</u>
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872974211320326	06-cell phone chgs 2/12-03/11/26-Inv. 287297421132X03192026	Paid by Check # 81388		04/01/2026	04/01/2026	04/01/2026		04/01/2026	200.16	
									Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$200.16</u>
									Program 189500 - Urban Greenspace Totals	Invoice Transactions 5	<u>\$1,390.05</u>
Program 189501 - Cemeteries											
Account 52220 - Agricultural Supplies											
8658 - Kleindorfer's Hardware LLC	17376	18-CEM Seed and straw for cemetery turf repair	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	189.99	
									Account 52220 - Agricultural Supplies Totals	Invoice Transactions 1	<u>\$189.99</u>
Account 52430 - Uniforms and Tools											
5695 - Freethink AppareI LLC	25595	18-OPS Uniform stock for Operations crews-60 t-shirts	Paid by EFT # 71558		03/31/2026	03/31/2026	04/10/2026		04/10/2026	136.00	
									Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	<u>\$136.00</u>
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872974211320326	06-cell phone chgs 2/12-03/11/26-Inv. 287297421132X03192026	Paid by Check # 81388		04/01/2026	04/01/2026	04/01/2026		04/01/2026	33.36	
									Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$33.36</u>
Account 53510 - Electrical Services											
223 - Duke Energy	040126-ParkDukeB	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81393		04/01/2026	04/01/2026	04/01/2026		04/01/2026	190.66	
223 - Duke Energy	040126-ParkDukeC	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81394		04/01/2026	04/01/2026	04/01/2026		04/01/2026	299.34	
									Account 53510 - Electrical Services Totals	Invoice Transactions 2	<u>\$490.00</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 53650 - Other Repairs										
321 - Harrell Fish, INC (HFI)	ZW38122	18-CEM Mini split replacement for maintenance garage-3/9/26	Paid by EFT # 71562		03/31/2026	03/31/2026	04/10/2026		04/10/2026	5,000.00
								Account 53650 - Other Repairs Totals	Invoice Transactions 1	<u>\$5,000.00</u>
								Program 189501 - Cemeteries Totals	Invoice Transactions 6	<u>\$5,849.35</u>
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	626809	18- UF - Self Leveling concrete sealant, Rebar, Cut off disks,	Paid by EFT # 71517		03/31/2026	03/31/2026	04/10/2026		04/10/2026	163.63
4574 - John Deere Financial f.s.b. (Rural King)	438938	18- UF - Ext cord, Drift punch, gloves	Paid by Check # 81413		03/31/2026	03/31/2026	04/10/2026		04/10/2026	85.96
8658 - Kleindorfer's Hardware LLC	16931	18-spray paint	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	6.19
8658 - Kleindorfer's Hardware LLC	19353	18-lumber crayons	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	7.14
8658 - Kleindorfer's Hardware LLC	19543	18-two square shovels, 13 4 1/2" metal cut offs	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	152.85
8658 - Kleindorfer's Hardware LLC	19508	18-chalk, chalk lines, crow bar	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	65.16
								Account 52420 - Other Supplies Totals	Invoice Transactions 6	<u>\$480.93</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320326	06-cell phone chgs 2/12-03/11/26-Inv. 287297421132X03192026	Paid by Check # 81388		04/01/2026	04/01/2026	04/01/2026		04/01/2026	163.83
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$163.83</u>
								Program 189503 - Urban Forestry Totals	Invoice Transactions 7	<u>\$644.76</u>
								Department 18 - Parks & Recreation Totals	Invoice Transactions 169	<u>\$97,926.14</u>
								Fund 2204 - Park and Recreation - Operating Totals	Invoice Transactions 169	<u>\$97,926.14</u>



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 53940 - Temporary Contractual Employee										
8156 - Jennifer Marie Weiss	030926	18-Tai Chi Instruction- 2/2-3/9/26	Paid by EFT # 71675		03/31/2026	03/31/2026	04/10/2026		04/10/2026	225.00
							Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 1	<u>\$225.00</u>
							Program 181001 - Health & Wellness Totals		Invoice Transactions 1	<u>\$225.00</u>
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
205 - City Of Bloomington	101247907	18 - Cascades Beer - Monarch Dist. 3-17-26	Paid by Check # 81406		03/31/2026	03/31/2026	04/10/2026		04/10/2026	2,075.50
205 - City Of Bloomington	389433	18 - Cascades Beer - Best Beers 3-20-26	Paid by Check # 81407		03/31/2026	03/31/2026	04/10/2026		04/10/2026	157.20
5819 - Synchrony Bank	3853	18 - Cascades- Buns, Muffins, Chips,	Paid by Check # 81422		03/31/2026	03/31/2026	04/10/2026		04/10/2026	72.92
5819 - Synchrony Bank	0056	18 - Cascades- Chips, Candy, Buns	Paid by Check # 81422		03/31/2026	03/31/2026	04/10/2026		04/10/2026	284.72
5819 - Synchrony Bank	1789	18 - Cascades Buns, Chicken Salad, Lunch Meat	Paid by Check # 81422		03/31/2026	03/31/2026	04/10/2026		04/10/2026	102.76
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 5	<u>\$2,693.10</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NVH-YH6Q- 7XF1	18-Yellow Cardstock & Cup Dispenser for Cascades Golf Course	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	103.99
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$103.99</u>
							Program 183500 - Golf Services Totals		Invoice Transactions 6	<u>\$2,797.09</u>
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	922545882	18-Cascades-golf club	Paid by Check # 81403		03/31/2026	03/31/2026	04/10/2026		04/10/2026	367.93
4072 - Acushnet Company	922517181	18-Cascades-golf clubs (5)	Paid by Check # 81403		03/31/2026	03/31/2026	04/10/2026		04/10/2026	1,844.37
4072 - Acushnet Company	922529775	18-Cascades-Golf balls (233 dozen)	Paid by Check # 81403		03/31/2026	03/31/2026	04/10/2026		04/10/2026	6,496.52
4072 - Acushnet Company	922498032	18-Cascades-golf hats (18)	Paid by Check # 81403		03/31/2026	03/31/2026	04/10/2026		04/10/2026	367.50
4072 - Acushnet Company	922498033	18 - Cascade Golf Clubs (24)	Paid by Check # 81403		03/31/2026	03/31/2026	04/10/2026		04/10/2026	3,402.06
4072 - Acushnet Company	922589914	18 - Cascades Hats (3)	Paid by Check # 81403		03/31/2026	03/31/2026	04/10/2026		04/10/2026	58.80
4072 - Acushnet Company	922605819	18 - Cascades Golf Bag	Paid by Check # 81403		03/31/2026	03/31/2026	04/10/2026		04/10/2026	163.66



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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 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	922622934	18 - Cascades Hats (3)	Paid by Check # 81403		03/31/2026	03/31/2026	04/10/2026	04/10/2026		66.15
4072 - Acushnet Company	922623464	18 - Cascades Shoes	Paid by Check # 81403		03/31/2026	03/31/2026	04/10/2026	04/10/2026		106.17
3978 - J & M Golf, INC	0749156-IN	18 - Cascades Grips, and Grip Tape	Paid by EFT # 71582		03/31/2026	03/31/2026	04/10/2026	04/10/2026		130.46
53619 - Ping, INC	2026100134971	18-Cascades-golf putters (2)	Paid by EFT # 71628		03/31/2026	03/31/2026	04/10/2026	04/10/2026		336.09
53619 - Ping, INC	2026100130618	18 - Cascades Golf Bags (20)	Paid by EFT # 71628		03/31/2026	03/31/2026	04/10/2026	04/10/2026		3,427.60
53619 - Ping, INC	2026100137533	18 - Cascades Golf Clubs	Paid by EFT # 71628		03/31/2026	03/31/2026	04/10/2026	04/10/2026		1,528.86
53619 - Ping, INC	2026100140479	18 - Cascades Golf Clubs (6)	Paid by EFT # 71628		03/31/2026	03/31/2026	04/10/2026	04/10/2026		2,263.94
53619 - Ping, INC	2026100137534	18 - Cascades Golf Clubs (4)	Paid by EFT # 71628		03/31/2026	03/31/2026	04/10/2026	04/10/2026		991.63
53619 - Ping, INC	2026100140480	18 - Cascades Golf Clubs (1)	Paid by EFT # 71628		03/31/2026	03/31/2026	04/10/2026	04/10/2026		198.34
53619 - Ping, INC	2026100143612	18 - Cascades Golf Club	Paid by EFT # 71628		03/31/2026	03/31/2026	04/10/2026	04/10/2026		136.69
53619 - Ping, INC	2026100143611	18 - Cascades Golf Clubs (3)	Paid by EFT # 71628		03/31/2026	03/31/2026	04/10/2026	04/10/2026		397.76
53619 - Ping, INC	2026100143610	18 - Cascades Golf Clubs (8)	Paid by EFT # 71628		03/31/2026	03/31/2026	04/10/2026	04/10/2026		1,007.82
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 19	<u>\$23,292.35</u>
							Program 183501 - Golf Course - Pro Shop Totals		Invoice Transactions 19	<u>\$23,292.35</u>
Program 184501 - Youth Services-Kid City Camps										
Account 53990 - Other Services and Charges										
204 - State Of Indiana	1 March 2026	18-Kid City Seasonal State Park Pass - 2026	Paid by Check # 81421		03/31/2026	03/31/2026	04/10/2026	04/10/2026		100.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$100.00</u>
							Program 184501 - Youth Services-Kid City Camps Totals		Invoice Transactions 1	<u>\$100.00</u>
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KF1-KPRL-YGNH	18-Crank Puller, Febreze, Flush Valve, Paper Bags for Twin Lakes	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026	04/10/2026		49.20



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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 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	47840	18-TLRC Institutional Supplies - ac filters (120)	Paid by EFT # 71563		03/31/2026	03/31/2026	04/10/2026		04/10/2026	822.00
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 2	<u>\$871.20</u>
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	19468	18-TLRC wood screws, conduit strap	Paid by EFT # 71592		03/31/2026	03/31/2026	04/10/2026		04/10/2026	19.51
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1	<u>\$19.51</u>
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	627634	18-TLRC- Lumber	Paid by EFT # 71517		03/31/2026	03/31/2026	04/10/2026		04/10/2026	74.98
							Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1	<u>\$74.98</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KF1-KPRL-YGNH	18-Crank Puller, Febreze, Flush Valve, Paper Bags for Twin Lakes	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	18.99
786 - Richard's Small Engine, INC	607804	18 - TLRC Husqvarna Snow Thrower	Paid by EFT # 71635		03/31/2026	03/31/2026	04/10/2026		04/10/2026	799.20
							Account 52420 - Other Supplies Totals		Invoice Transactions 2	<u>\$818.19</u>
Account 53310 - Printing										
2895 - Rapid Reproductions, INC	125858	18-Brown Co Forge 8' x 4' banner for TLRC #1	Paid by EFT # 71633		03/31/2026	03/31/2026	04/10/2026		04/10/2026	112.00
							Account 53310 - Printing Totals		Invoice Transactions 1	<u>\$112.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	040126-ParkDukeB	18-P&R Facilities-elec chgs- February-March 2026	Paid by Check # 81393		04/01/2026	04/01/2026	04/01/2026		04/01/2026	58.75
							Account 53510 - Electrical Services Totals		Invoice Transactions 1	<u>\$58.75</u>
Account 53610 - Building Repairs										
298 - Commercial Service Of Bloomington, INC	S306180	18-TLRC Shower Repair in Men's Locker Room- 2/26 & 3/6	Paid by EFT # 71536		03/31/2026	03/31/2026	04/10/2026		04/10/2026	419.74
53657 - Plymate, INC	3410021	18 - TLRC Entry Mat Service 3-25-2026	Paid by EFT # 71629		03/31/2026	03/31/2026	04/10/2026		04/10/2026	82.38
							Account 53610 - Building Repairs Totals		Invoice Transactions 2	<u>\$502.12</u>



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 54510 - Other Capital Outlays										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KF1-KPRL- YGNH	18-Crank Puller, Febreze, Flush Valve, Paper Bags for Twin Lakes	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	1,041.12
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1JMY-HTVR- D7C3	18-(4) Manual Flush Valve for TLRC Main Restroom Renovations	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	520.56
							Account 54510 - Other Capital Outlays Totals		Invoice Transactions 2	<u>\$1,561.68</u>
							Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 12	<u>\$4,018.43</u>
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	032626	18-TLRC Fitness Specialist	Paid by EFT # 71511		03/31/2026	03/31/2026	04/10/2026		04/10/2026	140.00
9399 - Chloe Clift	032526	18-TLRC Fitness Specialist	Paid by EFT # 71534		03/31/2026	03/31/2026	04/10/2026		04/10/2026	62.50
9124 - Karin B Coopersmith	032426	18-TLRC Fitness Specialist	Paid by EFT # 71538		03/31/2026	03/31/2026	04/10/2026		04/10/2026	31.25
8370 - Alice M Day	031126	18-TLRC Fitness Specialist	Paid by EFT # 71541		03/31/2026	03/31/2026	04/10/2026		04/10/2026	31.25
9702 - Karissa Jeanette Foree	032426	18-TLRC Fitness Specialist	Paid by EFT # 71556		03/31/2026	03/31/2026	04/10/2026		04/10/2026	31.25
5274 - Catherine T Gossett	032726	18-TLRC Fitness Specialist	Paid by EFT # 71560		03/31/2026	03/31/2026	04/10/2026		04/10/2026	280.00
8399 - Gustavus Alexis McLeod	031326	18-TLRC Fitness Specialist	Paid by EFT # 71603		03/31/2026	03/31/2026	04/10/2026		04/10/2026	62.50
8451 - Sarah K Peters	032726	18-TLRC Fitness Specialist	Paid by EFT # 71627		03/31/2026	03/31/2026	04/10/2026		04/10/2026	42.00
8184 - Emily E Tally	032626	18-TLRC Fitness Specialist	Paid by EFT # 71655		03/31/2026	03/31/2026	04/10/2026		04/10/2026	62.50
9354 - Logan Thomas	032626	18-TLRC Fitness Specialist	Paid by EFT # 71661		03/31/2026	03/31/2026	04/10/2026		04/10/2026	84.00
9222 - Skyler Wildfong	032526	18-TLRC Fitness Specialist	Paid by EFT # 71677		03/31/2026	03/31/2026	04/10/2026		04/10/2026	62.50
							Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 11	<u>\$889.75</u>
							Program 185002 - TLRC-Health & Wellness Totals		Invoice Transactions 11	<u>\$889.75</u>
Program 185006 - TLRC-Concessions										
Account 52230 - Garage and Motor Supplies										
8155 - PepsiCo Beverage Sales, LLC	66659811	18 - TLRC Concession Supplies 03-07-26	Paid by EFT # 71625		03/31/2026	03/31/2026	04/10/2026		04/10/2026	826.83
							Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 1	<u>\$826.83</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 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	0942	18 - TLRC Concession Supplies 03-19-26	Paid by Check # 81422		03/31/2026	03/31/2026	04/10/2026		04/10/2026	440.24
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 1	<u>440.24</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KF1-KPRL-YGNH	18-Crank Puller, Febreze, Flush Valve, Paper Bags for Twin Lakes	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	48.96
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>48.96</u>
							Program 185006 - TLRC-Concessions Totals		Invoice Transactions 3	<u>\$1,316.03</u>
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1Q7C-VJYP-Y3CH	18-Dog Treats, Toys, Balloons for ChExpo/Doggie Egg Hunt	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	982.17
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TMF-9WNW-PYRF	18-(3) Pack of 6 Snausages Dog Treats for Doggie Egg Hunt	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	66.18
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1Q34-H3GF-VVD3	18- Pack of 6 Snausages Dog Treats for Doggie Egg Hunt	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	21.24
9148 - Office Easel LLC	3409	18-50+ Expo 2026 branded tote bags #500	Paid by EFT # 71617		03/31/2026	03/31/2026	04/10/2026		04/10/2026	1,231.05
							Account 52420 - Other Supplies Totals		Invoice Transactions 4	<u>\$2,300.64</u>
Account 53320 - Advertising										
9148 - Office Easel LLC	3395	18-A Fair of the Arts feather flags & hardware x2	Paid by EFT # 71617		03/31/2026	03/31/2026	04/10/2026		04/10/2026	549.27
							Account 53320 - Advertising Totals		Invoice Transactions 1	<u>\$549.27</u>
							Program 186500 - Community Events Totals		Invoice Transactions 5	<u>\$2,849.91</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 2211 - Park Nonreverting Operating											
Department 18 - Parks & Recreation											
Program 186503 - Community Events-Farmers' Market											
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11V1-VWD1- YTXK	18-(3) Sets White/Green Chairs, Square Travel Case for FarmrsMkt	Paid by EFT # 71501		03/31/2026	03/31/2026	04/10/2026		04/10/2026	341.07	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$341.07</u>
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872974211320 326	06-cell phone chgs 2/12-03/11/26-Inv. 287297421132X031920 26	Paid by Check # 81388		04/01/2026	04/01/2026	04/01/2026		04/01/2026	54.61	
									Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$54.61</u>
									Program 186503 - Community Events-Farmers' Market Totals	Invoice Transactions 2	<u>\$395.68</u>
Program 186504 - Senior Expo											
Account 53320 - Advertising											
9314 - RRS II Media LLC (Mail Pak Magazine)	66667-R	18-full page ad in April 2026 issue for 50+ Expo	Paid by EFT # 71642		03/31/2026	03/31/2026	04/10/2026		04/10/2026	1,825.00	
									Account 53320 - Advertising Totals	Invoice Transactions 1	<u>\$1,825.00</u>
									Program 186504 - Senior Expo Totals	Invoice Transactions 1	<u>\$1,825.00</u>
									Department 18 - Parks & Recreation Totals	Invoice Transactions 61	<u>\$37,709.24</u>
									Fund 2211 - Park Nonreverting Operating Totals	Invoice Transactions 61	<u>\$37,709.24</u>
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	2349	18-RCA Park Stormwater Detention Facility Design 02/23- 03/22/26	Paid by EFT # 71599		03/31/2026	03/31/2026	04/10/2026		04/10/2026	2,414.50	
10149 - Universal One Corporation	INVM-031506	18-Glow Stone Powerline Trail 3rd Progress Payment	Paid by Check # 81425		03/31/2026	03/31/2026	04/10/2026		04/10/2026	18,852.00	
									Account 54510 - Other Capital Outlays Totals	Invoice Transactions 2	<u>\$21,266.50</u>
									Program 18018A - 7th St Green Way, RCA Power Line Totals	Invoice Transactions 2	<u>\$21,266.50</u>
									Department 18 - Parks & Recreation Totals	Invoice Transactions 2	<u>\$21,266.50</u>
									Fund 4655 - 2018 BicentennialBnd Prcd900030 Totals	Invoice Transactions 2	<u>\$21,266.50</u>
									Grand Totals	Invoice Transactions 232	<u>\$156,901.88</u>



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2026-00004510	BA	GL	04/07/2026	Amendment NR4501- 316 & 323	Lb			

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
04/07/2026	2211-18-184500-53160	Instruction	Amendment NR4501- 316 & 323	Lb	100.00	.00
04/07/2026	2211-18-184501-53230	Travel	Amendment NR4501- 316 & 323	Lb	350.00	.00
Number of Entries: 2					\$450.00	\$.00

PARKS AND RECREATION REVENUES AND EXPENSES: COMPARISON REPORT

Expenses March 2026	2025 Total Expense Budget	2025 Expenses as of December	2025 Expenses as of March	2025 % of Expenses	2026 Total Expense Budget	2026 Expenses as of March	2026 % of Expenses
General Fund							
Administration	1,153,565	1,163,501	356,076	30.60%	1,163,376	396,438	34.08%
Health & Wellness	108,676	88,181	21,314	24.17%	122,903	6,255	5.09%
Community Relations	497,933	548,022	81,451	14.86%	623,768	93,488	13.06%
Aquatics	614,193	517,757	18,695	3.61%	643,431	26,729	4.15%
Frank Southern Center	478,717	439,014	122,826	27.98%	505,900	139,731	27.62%
Golf Services	1,107,482	1,080,512	205,732	19.04%	1,328,531	207,300	15.60%
Natural Resources	489,115	436,986	54,805	12.54%	679,138	94,698	13.94%
Youth Programs	95,851	105,606	24,151	22.87%	104,928	21,537	20.53%
TLRC	411,396	426,509	84,008	19.70%	506,811	84,014	16.58%
Community Events	557,949	680,285	120,731	17.75%	757,909	140,744	18.57%
Adult Sports	306,073	347,383	35,656	10.26%	321,127	36,230	11.28%
Youth Sports	330,873	259,738	23,723	9.13%	317,051	18,951	5.98%
BBCC	507,621	415,657	61,793	14.87%	494,137	71,244	14.42%
Inclusive Recreation	92,771	105,636	13,266	12.56%	102,924	14,625	14.21%
Operations	2,393,841	2,152,978	303,675	14.10%	2,606,758	420,538	16.13%
Switchyard Property	1,112,005	727,862	137,727	18.92%	877,537	116,642	13.29%
Hopewell	0	61,552	29,647	48.17%	54,850	0	0.00%
Urban Greenspace	1,154,905	1,020,225	121,103	11.87%	1,002,401	128,059	12.78%
Cemeteries	242,063	227,946	31,286	13.73%	264,774	34,055	12.86%
Urban Forestry	561,154	462,907	69,606	15.04%	679,291	73,897	10.88%
General Fund total:	12,216,179	11,268,255	1,917,272	17.01%	13,157,545	2,125,176	16.15%

Expenses March 2026	2025 Total Expense Budget	2025 Expenses as of December	2025 Expenses as of March	2025 % of Expenses	2026 Total Expense Budget	2026 Expenses as of March	2026 % of Expenses
Non-Reverting Fund							
Administration	32,000	35,209	144	0.41%	21,000	9,141	43.53%
Health & Wellness	11,149	9,055	1,980	21.86%	9,199	964	10.48%
Community Relations	3,000	0	0	0.00%	5,350	0	0.00%
Aquatics	131,161	70,547	3,830	5.43%	131,008	4,245	3.24%
Frank Southern Center	121,037	81,455	32,582	40.00%	122,560	37,989	31.00%
Golf Services	242,847	223,170	60,204	26.98%	179,847	45,121	25.09%
Natural Resources	53,350	33,481	24,420	72.94%	68,350	35,389	51.78%
Youth Programs	165,818	159,664	5,209	3.26%	174,133	5,996	3.44%
*TLRC - day to day	641,795	577,497	110,823	19.19%	739,408	369,024	49.91%
Community Events	151,675	156,590	15,728	10.04%	127,913	7,374	5.76%
Adult Sports	75,636	53,903	1,197	2.22%	73,296	3,374	4.60%
Youth Sports	5,647	20,247	84	0.42%	900	0	0.00%
BBCC	5,375	4,513	399	8.83%	5,425	43,498	801.81%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%
Operations	43,340	17,521	55	0.32%	82,240	6,407	7.79%
Switchyard	55,471	62,026	10,745	17.32%	62,778	77,135	122.87%
Hopewell	46,100	0	4,213	0.00%	0	0	0.00%
Urban Forestry	14,900	16,591	411	2.48%	14,900	4,185	28.09%
N-R Fund subtotal:	1,800,301	1,521,470	272,024	17.88%	1,818,307	649,841	35.74%
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	512,131	25.56%	2,303,219	893,422	38.79%

Expenses March 2026	2025 Total Expense Budget	2025 Expenses as of December	2025 Expenses as of March	2025 % of Expenses	2026 Total Expense Budget	2026 Expenses as of March	2026 % of Expenses
Other Misc Funds							
25-26 MCCSC 21st Com Learn		28,337					
24-25 MCCSC 21st Com Learn		23,198	12,484				
23-24 MCCSC 21st Com Learn		6,659	3,413				
Banneker Nature Days		4,860					
Leonard Sp Nature Days		6,560	424				
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	17,460	18.38%	0	0	
TOTAL ALL FUNDS	14,498,468	13,366,704	2,446,862	18.31%	15,460,764	3,018,598	19.52%

PARKS AND RECREATION REVENUES AND EXPENSES: COMPARISON REPORT

Revenue March 2026	2025 Projected Revenue	2025 Revenue as of December	2025 Revenue as of March	2025 % of Revenue Collected to date	2026 Projected Revenue for year	2026 Revenue as of March	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	13,649	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	72,721	33.92%	220,000	109,380	49.72%
Golf Services	821,000	1,278,399	86,866	6.79%	1,000,000	106,185	10.62%
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	2,821	17.30%	16,000	3,750	23.44%
Adult Sports	32,000	866	0	0.00%	0	0	0.00%
Youth Sports	6,000	6,575	690	10.49%	6,000	228	3.81%
BBCC	20,030	33,818	10,949	32.38%	21,032	10,395	49.42%
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	3,125	16.80%	32,650	4,300	13.17%
Urban Forestry	0	0	0	0.00%	0	0	0.00%
Subtotal Program Rev	1,343,280	1,996,858	177,172	8.87%	1,525,682	247,886	16.25%
General Fund Total	10,734,750	11,855,171	177,172	1.49%	11,328,414	247,886	2.19%

Revenue March 2026	2025 Projected Revenue	2025 Revenue as of December	2025 Revenue as of March	2025 % of Revenue Collected to date	2026 Projected Revenue for year	2026 Revenue as of March	2026 % of Revenue Collected to date
Non-Reverting Fund							
Administration	35,600	29,163	13,030	44.68%	27,000	9,432	34.93%
Health & Wellness	15,000	7,561	2,370	31.35%	15,000	2,196	14.64%
Community Relations	3,000	2,100	1,000	47.62%	3,000	1,000	33.33%
Aquatics	85,700	76,145	1,400	1.84%	82,200	0	0.00%
Frank Southern	80,750	90,995	25,476	28.00%	99,000	17,815	18.00%
Golf Services	184,500	284,431	36,424	12.81%	184,500	32,163	17.43%
Natural Resources	77,500	67,848	318	0.47%	77,500	862	1.11%
Youth Programs	170,000	171,519	80,843	47.13%	176,500	94,170	53.35%
*TLRC -Operational	931,104	939,140	263,049	28.01%	931,448	288,462	30.97%
Community Events	153,000	205,312	115,662	56.33%	159,500	112,224	70.36%
Adult Sports	53,660	84,497	18,728	22.16%	95,020	20,212	21.27%
Youth Sports	45,350	51,361	-99	-0.19%	45,350	2,150	4.74%
BBCC	10,500	16,652	9,229	55.42%	13,368	7,863	58.82%
Operations	82,440	73,302	14,395	19.64%	82,440	21,814	26.46%
Switchyard	74,000	87,207	13,485	15.46%	68,500	17,715	25.86%
Cemeteries	0	0	0	0.00%	0	275	0.00%
Urban Forestry	23,600	31,697	0	0.00%	23,600	5,400	22.88%
N-R Fund subtotal:	2,025,704	2,218,930	595,310	26.83%	2,083,926	633,753	30.41%

Revenue March 2026	2025 Projected Revenue	2025 Revenue as of December	2025 Revenue as of March	2025 % of Revenue Collected to date	2026 Projected Revenue for year	2026 Revenue as of March	2026 % of Revenue Collected to date
Other Misc Funds							
25/26 MSCSC 21st Cent		19,201				0	
24-25 MCCSC 21st Century Learn		40,623	16,266		21,500	0	
G23-24 MCCSC 21st Com						0	
Duke Power Line						0	
Rosehill Trust		4,545	678			361	
Storm Response						0	
Griffy Lake Nature Days						0	
Summer Food Service		14,638				0	
Banneker Nature Days		4,860			4,860	0	
Nature Preserves Invsive						0	
Yappa Grant		12,605	3,051			0	
Griffy Lake LARE Grant		3,357			3,400	0	
Banneker Comm Roof Repair		20,000				0	
Duke Pool Fee Waiver		4,875				0	
Leonard Spring Nature Day						0	
Other Misc Funds total:	0	124,704	19,994		29,760	361	
TOTAL ALL FUNDS	12,760,454	14,198,805	792,476	5.58%	13,442,100	882,000	6.56%

2026 Non-Reverting Cash Balances	1	2	3	4	5	6	7
Area	Beginning Balance 1/1/2026	Revenue as of 3/31/2026	Other Misc. Revenue	Expenses as of 3/31/2026	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	9,431.65		9,140.69		290.96	480,118.63
Health & Wellness	19,060.59	2,196.00		963.76		1,232.24	20,292.83
Community Relations	48,484.27	1,000.00		0.00		1,000.00	49,484.27
Aquatics	424,703.75	0.00		4,244.70		(4,244.70)	420,459.05
Frank Southern Center	223,109.79	17,815.11		37,989.47		(20,174.36)	202,935.43
Golf Course	610,787.59	32,163.30		45,120.99		(12,957.69)	597,829.90
Natural Resources	466,513.58	861.77		35,389.00		(34,527.23)	431,986.35
Allison Jukebox	355,399.87	94,169.71		5,996.10		88,173.61	443,573.48
TLRC	(3,920,630.92)	263,675.55		369,023.64		(105,348.09)	(4,025,979.01)
TLRC Reserve	1,114,948.40	24,786.90		0.00		24,786.90	1,139,735.30
Community Events	604,713.11	112,223.74		7,374.14		104,849.60	709,562.71
Adult Sports	71,521.05	20,211.52		3,374.09		16,837.43	88,358.48
Youth Sports	56,227.81	2,150.23		0.00		2,150.23	58,378.04
Skate Park	22,417.65	0.00		0.00		0.00	22,417.65
Benjamin Banneker Comm Center	80,754.92	7,862.89		43,498.19		(35,635.30)	45,119.62
Operations	437,707.77	23,958.97		6,406.68		17,552.29	455,260.06
Switchyard Property	422,805.54	17,715.31		77,134.75		(59,419.44)	363,386.10
Urban Forestry	75,274.72	5,400.00		4,185.00		1,215.00	76,489.72
TOTALS	1,593,627.16	635,622.65	0.00	649,841.20	0.00	(14,218.55)	1,579,408.61
							(14,218.55)
							ACTUAL INCREASE - DECREASE FOR THE CURRENT FISCAL YEAR

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
03/05/2026	2977894	6	PM	TLRC - Student 1	Student 1M (39780)	Refund Now	grabowsm	20.00	0.00	20.00
03/05/2026	2977894	6	PM	TLRC - Student 1	Student 1M (42121)	Refund Now	grabowsm	20.00	0.00	20.00
03/05/2026	2977894	6	PM	TLRC - Student 1	Student 1M (43901)	Refund Now	grabowsm	20.00	0.00	20.00
03/05/2026	2977894	6	PM	TLRC - Student 1	Student 1M (43903)	Refund Now	grabowsm	20.00	0.00	20.00
03/13/2026	2982654	3	AR	165202_B	Willie Streeter - Small Plot (165202-B	Refund Now	HALTI	50.00	0.00	50.00
03/16/2026	2985221	5	PSS	5903	Switch Yard Park Pavilion (5903)	Refund Now	michele.wilson	50.00	0.00	50.00
03/17/2026	2985502	5	AR	110104_C	STAFF American Red Cross Adult an	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985563	5	AR	125018_A	Ice Show Parent and Tot, Tot 1 thru 3	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985565	5	AR	125018_F	Ice Show Level 5 (125018-F)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985565	5	AR	125018_A	Ice Show Parent and Tot, Tot 1 thru 3	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985568	5	AR	125018_A	Ice Show Parent and Tot, Tot 1 thru 3	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985569	5	AR	125018_A	Ice Show Parent and Tot, Tot 1 thru 3	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985571	5	AR	125018_A	Ice Show Parent and Tot, Tot 1 thru 3	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985573	5	AR	125018_B	Ice Show Level 1 (125018-B)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985574	5	AR	125018_B	Ice Show Level 1 (125018-B)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985575	5	AR	125018_B	Ice Show Level 1 (125018-B)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985575	5	AR	125018_E	Ice Show Level 4 (125018-E)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985577	5	AR	125018_B	Ice Show Level 1 (125018-B)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985578	5	AR	125018_K	Ice Show BFSC/IUFSC (125018-K)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985578	5	AR	125018_E	Ice Show Level 4 (125018-E)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985578	5	AR	125018_B	Ice Show Level 1 (125018-B)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985579	5	AR	125018_C	Ice Show Level 2 (125018-C)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985582	5	AR	125018_E	Ice Show Level 4 (125018-E)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985582	5	AR	125018_C	Ice Show Level 2 (125018-C)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985587	5	AR	125018_C	Ice Show Level 2 (125018-C)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985589	5	AR	125018_E	Ice Show Level 4 (125018-E)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985589	5	AR	125018_C	Ice Show Level 2 (125018-C)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985590	5	AR	125018_C	Ice Show Level 2 (125018-C)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985591	5	AR	125018_C	Ice Show Level 2 (125018-C)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985592	5	AR	125018_D	Ice Show Level 3 (125018-D)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985607	5	AR	125018_D	Ice Show Level 3 (125018-D)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985608	5	AR	125018_D	Ice Show Level 3 (125018-D)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985614	5	AR	125018_D	Ice Show Level 3 (125018-D)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985617	5	AR	125018_E	Ice Show Level 4 (125018-E)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985618	5	AR	125018_E	Ice Show Level 4 (125018-E)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985622	5	AR	125018_E	Ice Show Level 4 (125018-E)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985623	5	AR	125018_F	Ice Show Level 5 (125018-F)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985627	5	AR	125018_G	Ice Show Level 6 (125018-G)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985627	5	AR	125018_F	Ice Show Level 5 (125018-F)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985628	5	AR	125018_F	Ice Show Level 5 (125018-F)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985631	5	AR	125018_F	Ice Show Level 5 (125018-F)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985632	5	AR	125018_G	Ice Show Level 6 (125018-G)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985633	5	AR	125018_I	Ice Show Level 8 (125018-I)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985635	5	AR	125018_G	Ice Show Level 6 (125018-G)	Refund Now	michele.wilson	40.00	0.00	40.00

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
03/17/2026	2985636	5	AR	125018_I	Ice Show Level 8 (125018-I)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985636	5	AR	125018_G	Ice Show Level 6 (125018-G)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985637	5	AR	125018_G	Ice Show Level 6 (125018-G)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985639	5	AR	125018_G	Ice Show Level 6 (125018-G)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985640	5	AR	125018_G	Ice Show Level 6 (125018-G)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985641	5	AR	125018_G	Ice Show Level 6 (125018-G)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985642	5	AR	125018_G	Ice Show Level 6 (125018-G)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985643	5	AR	125018_H	Ice Show Level 7 (125018-H)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985644	5	AR	125018_H	Ice Show Level 7 (125018-H)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985646	5	AR	125018_J	Ice Show Adult Classes (125018-J)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985646	5	AR	125018_I	Ice Show Level 8 (125018-I)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985646	5	AR	125018_I	Ice Show Level 8 (125018-I)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985647	5	AR	125018_J	Ice Show Adult Classes (125018-J)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985648	5	AR	125018_J	Ice Show Adult Classes (125018-J)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985649	5	AR	125018_J	Ice Show Adult Classes (125018-J)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985650	5	AR	125018_J	Ice Show Adult Classes (125018-J)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985651	5	AR	125018_J	Ice Show Adult Classes (125018-J)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985652	5	AR	125018_J	Ice Show Adult Classes (125018-J)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985652	5	AR	125018_K	Ice Show BFSC/IUFSC (125018-K)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985653	5	AR	125018_J	Ice Show Adult Classes (125018-J)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985654	5	AR	125018_K	Ice Show BFSC/IUFSC (125018-K)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985655	5	AR	125018_K	Ice Show BFSC/IUFSC (125018-K)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985657	5	AR	125018_K	Ice Show BFSC/IUFSC (125018-K)	Refund Now	michele.wilson	40.00	0.00	40.00
03/17/2026	2985659	5	AR	125018_K	Ice Show BFSC/IUFSC (125018-K)	Refund Now	michele.wilson	40.00	0.00	40.00
03/18/2026	2986030	5	AR	125018_F	Ice Show Level 5 (125018-F)	Refund Now	michele.wilson	18.00	0.00	18.00
03/23/2026	2990080	6	PM	TLRC - Student 1	Student 1M (43670)	Refund Now	grabowsm	40.00	0.00	40.00
03/23/2026	2990083	6	FR	Turf_TLRC_Turf	Turf on 03/18/2026 at 9:00pm to 10:	Refund Now	grabowsm	100.00	0.00	100.00
03/24/2026	2990762	4	FR	SHELT_OLCPK_	Young Pavilion on 04/11/2026 at 6:0	Refund Now	zane.phelps	87.00	0.00	87.00
03/24/2026	2991106	6	AR	275301_A	Banneker Camp - 6/1/26 - 6/5/26 (27	Refund Now	grabowsm	25.00	0.00	25.00
03/24/2026	2991106	6	AR	275301_A	Banneker Camp - 6/1/26 - 6/5/26 (27	Refund Now	grabowsm	25.00	0.00	25.00
03/24/2026	2991414	500	PSS	260	20 Bucket Range (260)	Refund Now	SIMSJA	140.00	0.00	140.00
03/24/2026	2991414	500	PSS	260	20 Bucket Range (260)	Refund Now	SIMSJA	140.00	0.00	140.00
03/24/2026	2991414	500	PSS	260	20 Bucket Range (260)	Refund Now	SIMSJA	140.00	0.00	140.00
03/24/2026	2991414	500	PSS	202	18 Hole 10 Play Pass (202)	Refund Now	SIMSJA	280.00	0.00	280.00
03/24/2026	2991414	500	PSS	260	20 Bucket Range (260)	Refund Now	SIMSJA	140.00	0.00	140.00
03/24/2026	2991414	500	PSS	202	18 Hole 10 Play Pass (202)	Refund Now	SIMSJA	280.00	0.00	280.00
03/24/2026	2991414	500	PSS	220	9 Hole - 10 Play Pass (220)	Refund Now	SIMSJA	190.00	0.00	190.00
03/24/2026	2991414	500	PSS	220	9 Hole - 10 Play Pass (220)	Refund Now	SIMSJA	190.00	0.00	190.00
03/24/2026	2991414	500	PSS	220	9 Hole - 10 Play Pass (220)	Refund Now	SIMSJA	190.00	0.00	190.00
03/25/2026	2992058	6	AR	245002_F	All Levels (245002-F)	Refund Now	grabowsm	260.00	0.00	260.00
03/30/2026	2995623	5	AR	110104_E	STAFF American Red Cross Adult an	Refund Now	michele.wilson	40.00	0.00	40.00
03/31/2026	2996781	6	PM	TLRC - Senior 6M	Senior 6M (38574)	Refund Now	grabowsm	97.68	0.00	97.68

Refund Listing Report

Report Summary Totals Continued...

Report Summary Totals

Total Refund Records:	86
Total Fees Refunded:	5,042.68
Total Tax Refunded:	0.00
Total Amount Refunded:	5,042.68



City of Bloomington

Disposal / Surplus / Trade In Form

PAGE NO. 1 of 1

DATE: _____

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 # Capital Asset # assigned by OOTC	DEPT. ASSET #	DISPOSITION REQUESTED (Please check one)	NAME OF VENDOR/PERSON OR COMPANY THE ITEM WAS SURPLUSED OR TRADED TO	ESTIMATED VALUE	SURPLUS DATE
		CLOSED				<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
1.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
2.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
3.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
4.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
5.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
6.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
7.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
8.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
9.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
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11.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
12.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
13.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
14.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
15.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
16.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
17.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
18.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			

A7

Agenda item

Admin. Approval: TS
Date: 4/8/26

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events/Facility Coordinator
DATE: April 16 2026
SUBJECT: PARTNERSHIP AGREEMENT WITH THE MONROE COUNTY HISTORY CENTER

Recommendation

Staff recommends approval of a partnership agreement with the Monroe County History Center (MCHC) to provide programming and volunteer support for the Dearly Departed Cemetery Tours, History in Bloom Tours, and four cemetery repair workshops in Rose Hill Cemetery. There will be a 50/50 split of revenue from entry fees after expenses have been paid.

Total Amount: 50/50 Revenue Share
Account: 2211-18-186500-53990

Background

Bloomington Parks and Recreation first partnered with the MCHC in 2019 to offer the Dearly Departed Cemetery Tours to provide educational and engaging cemetery tours of Rose Hill Cemetery.

These cemetery tours have continued to grow in attendance each year. In 2026 in response to community feedback, we are expanding this program to include springtime history tours scheduled for Saturday, May 16, in Rose Hill Cemetery.

RESPECTFULLY SUBMITTED,



Crystal Ritter, Community Events/Facility Coordinator



**City of Bloomington
Parks and Recreation Department
Cooperative Partnership Agreement
Monroe County History Center**

This Agreement was made and entered into this ____ day of _____, 2026, by and between the Bloomington Parks and Recreation Department (“BPRD”) and the Monroe County History Center (MCHC).

WHEREAS, BPRD and the MCHC desire to cooperate to provide cemetery tours of Rose Hill Cemetery for the benefit of the general public; and

WHEREAS, the MCHC 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, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership that will provide for greater services in unique programming to the community by combining available resources from each partner to this Agreement.

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from May 1, 2026, to December 1, 2026, unless early termination occurs as described in Article 8.0 of this Agreement.

3.0 Bloomington Parks and Recreation:

The goal of BPRD is to build a positive relationship with the MCHC in order to provide educational and engaging cemetery tours of Rose Hill Cemetery through the “Dearly Departed Cemetery Tours” program, the History in Bloom Tours, and the Headstones Restoration Workshops for the Bloomington community.

History in Bloom Tours

BPRD Agrees to:

- A. Provide use of Rose Hill Cemetery for the tours and use of the Rose Hill Cemetery Office for restrooms and actor dressing rooms on the day of the scheduled tours. Tours are to be held on Saturday, May 16, 2026 with a rain date scheduled for Sunday, May 17, 2026.
- B. Publicize the cemetery tours through social media outlets, the program guide, and posters.
- C. Provide infrastructure for the tours, including tents, tables, and chairs.
- D. Run registration for programs and process payments for program registration.
- E. Name MCHC in all forms of publicity as a co-sponsor of tours held in Rose Hill Cemetery.
- F. BPRD will split equally (50/50) all gross revenue minus jointly agreed upon expenses from cemetery tour registration with MCHC. BPRD will email the MCHC a final registration roster after the last cemetery tour to secure an invoice for the amount due, and will pay the invoice within thirty (30) days after receipt.

Dearly Departed Cemetery Tours

BPRD agrees to:

- A. Provide use of Rose Hill Cemetery for the tours and use of the Rose Hill Cemetery Office for restrooms and actor dressing rooms on the nights of the scheduled tours. Tours are to be held on Saturday, October 11th, with a rain date scheduled for Sunday, October 12th.
- B. Publicize the cemetery tours through social media outlets, the program guide, and posters.
- C. Provide infrastructure for the tours, including tents, tables, chairs, lighting, and decorations.
- D. Provide at least two full-time staff members to assist with tours.
- E. Run registration for programs and process payments for program registration.
- F. Name MCHC in all forms of publicity as a co-sponsor of tours held in Rose Hill Cemetery.
- G. BPRD will split equally (50/50) all gross revenue minus jointly agreed upon expenses from cemetery tour registration with MCHC. BPRD will email the MCHC a final registration roster after the last cemetery tour to secure an invoice for the amount due, and will pay the invoice within thirty (30) days after receipt.

Headstone Restoration Workshops

BPRD agrees to:

- A. Provide use of Rose Hill Cemetery for the workshops and use of the Rose Hill Cemetery Office for restrooms and water spigot. Workshops are to be held on Saturdays, May 9, June 6, September 5, and October 3, 2026 from 10 a.m.-2 p.m.
- B. Provide use of the Rose Hill Cemetery garage to store stone, sand, and other supplies as needed. These supplies will be dropped approximately two days in advance of each workshop.
- C. Publicize the workshops by displaying posters in the Rose Hill Cemetery kiosk and the Building Trades Park kiosk.

4.0 Monroe County History Center:

The goals of MCHC are to increase awareness of the Monroe County History Center and to educate the Bloomington community on the history of Rose Hill Cemetery through a mutually beneficial partnership with BPRD.

History in Bloom Tours

MCHC Agrees to:

- A. Be responsible for the production of the tours in their entirety, including: rehearsals, props, costumes, make-up, and other production needs.
- B. Research content for and create the program for tours. Ensure that the tours are appropriate for the general public.
- C. Recruit and train the required number of volunteers needed to lead tours and execute the tour program as planned and agreed upon by partners.
- D. Provide an invoice to BPRD following the receipt of a final registration report provided by BPRD.
- E. Provide at least one paid staff member to assist with tours.
- F. Name BPRD in all forms of publicity as a co-sponsor of the tours.

Dearly Departed Cemetery Tours

MCHC agrees to:

- A. Name BPRD in all forms of publicity as a co-sponsor of the tours.
- B. Be responsible for the production of the tours in their entirety, including: rehearsals, props, costumes, make-up, and other production needs.
- C. Research content for and create the program for tours. Ensure that the tours are appropriate for the general public.
- D. Recruit and train the required number of volunteers needed to lead tours and execute the tour program as planned and agreed upon by partners.
- E. Provide an invoice to BPRD following the receipt of a final registration report provided by BPRD.
- F. Provide at least one paid staff member to assist with tours.

Headstone Restoration Workshops

MCHC agrees to:

- A. Secure the Rose Hill Cemetery Office and garage after each workshop.
- B. Provide a list of all headstones that received care/cleaning/repairs and their location, (section/lot), to the BPRD staff.
- C. Provide at least two persons who take responsibility for the organization, work, and clean-up during the workshops.
- D. Provide the volunteers needed to accomplish the headstone repairs.
- E. Ensure that all safety measures are in place for all paid workers and volunteers while workshops are taking place.

5.0 Release and Hold Harmless Agreement:

MCHC, including its membership, agents, and assigns, do 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.

6.0 Terms Mutually Agreed to by all Partners to This Agreement:

- A. The intent of this Agreement is to document a mutually beneficial partnership between BPRD and MCHC.
- B. The staff and personnel involved in this Agreement will at all times represent both partners to this Agreement in a professional manner, and reflect the commitment of both partners to quality services and customer satisfaction.
- C. The commitment of personnel, promotions, equipment, and funding sources will be honored according to the timetable agreed upon by both partners.
- D. MCHC is recognized as having the expertise and experience to run the production safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- E. The Agreement and the services provided will be evaluated in approximately March of 2027.
- F. The possession of alcoholic beverages, 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. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

- G. Municipal Code sections 6.12.020 prohibit smoking inside City of Bloomington facilities on City of Bloomington property.
- H. BPRD and MCHC have agreed to decide to cancel or postpone the scheduled programs due to inclement weather by 2:00 pm on October 9 for the tours. Inclement weather is defined as a sustained temperature below 38 degrees Fahrenheit, a wind chill below 32 degrees Fahrenheit, heavy rain, and/or forecasted severe weather during the scheduled tours.
- I. In the event of cancellation due to inclement weather, both parties will provide staff, volunteers, and equipment to run the tours on the scheduled rain date. The rain date is scheduled for Sunday, May 17, 2026 for the History in Bloom Tours; and Sunday, October 11, 2026 for the Dearly Departed Cemetery Tours.

7.0 Notice and Agreement Representatives:

Notice regarding any significant concerns, and/or breach of this Agreement shall be given to those contacts as follows:

Monroe County History Center
 Daniel Schlegel
 202 E Sixth Street
 Bloomington, Indiana 47408
 812-332-2517 ext. 1 (office)

Bloomington Parks and Recreation
 Aaron Biggs
 P.O. Box 848
 Bloomington, Indiana 47402
 812-349-3715

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

Monroe County History Center
 Daniel Schlegel
 202 E Sixth Street
 Bloomington IN 47408
 812-332-2517 ext. 9 (office)

Bloomington Parks and Recreation
 Crystal Ritter
 P.O. Box 848
 Bloomington, Indiana 47402
 812-349-3725

8.0 Termination:

This Agreement may only be terminated in writing and by the mutual agreement of all partners.

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 the Monroe County History Center of any such termination and the reasons therefore in writing.

9.0 E-Verify

Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, MCHC, as a business entity, has to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. MCHC is not required to continue this verification if the E-Verify program no longer exists.

Signatures are on the following page

Signatures on this page are associated with the “PARTNERSHIP AGREEMENT” between The City of Bloomington Parks and Recreation Department and the Monroe County History Center.

City of Bloomington Parks and Recreation

Kathleen Mills, President
Board of Park Commissioners

Tim Street, Parks Director

City of Bloomington

Margie Rice, Corporation Counsel

Monroe County History Center

Daniel Schlegel, Director

**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

A8

Agenda item

Admin. Approval: TS
Date: 4/8/26

TO: Board of Park Commissioners
FROM: Amy Shrake, Program Facility Coordinator
DATE: April 16, 2026
SUBJECT: PARTNERSHIP AGREEMENT WITH LAKE MONROE SAILING ASSOCIATION

Recommendation

Staff recommends approval of a partnership agreement with Lake Monroe Sailing Association (LMSA) to provide a sailing program for the Bloomington community.

Funding Source:

Revenue collected into 2211-18-184500-43270

Expenses paid from 2211-18-184500-53990

Total Anticipated Dollar Amount of Contract:

Total Revenues from LMSA \$70,000.00

Expenses \$60,000.00

Retained by BPR \$10,000.00

Background

This partnership has been in place since 1996 and provides the Bloomington community with access to a sailing program for all skill levels, from beginners to more experienced participants.

The Youth Sailing Camp runs for nine weeks during the summer. Adult classes are offered throughout the summer and into the fall.

Bloomington Parks and Recreation handles registration, while the Lake Monroe Sailing Association conducts all programming at its facility. Bloomington Parks and Recreation also supports the program through marketing, including a brochure and the program guide.

RESPECTFULLY SUBMITTED,



Amy Shrake, Program/Facility Coordinator



**COOPERATION SERVICES AGREEMENT
PROGRAM PARTNERSHIP BETWEEN PARKS AND LAKE MONROE
SAILING ASSOCIATION, INC.**

Partner(s):

This Agreement by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Lake Monroe Sailing Association, Inc. (“LMSA”) is entered into on the date last listed in the signature block below.

WHEREAS, BPRD and LMSA desire to cooperate in the provision of a sailing instruction program for the general public; and

WHEREAS, LMSA 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 affordable and effective sailing program for the Bloomington community 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 April 30, 2027 unless terminated earlier as provided under Article 7.0.

3.0 Bloomington Parks & Recreation:

The goal of BPRD is to provide an opportunity to the Bloomington community to participate in a diverse sailing program, not otherwise available, designed to introduce beginner participants to the sport as well as to provide for skill advancement.

BPRD agrees to:

- 3.1. Develop and distribute promotional materials: sailing brochures, news releases, program information in both the Parks and Recreation seasonal program guide & the monthly newsletter sent to schools.
- 3.2. Communicate with the public and participants regarding concerns or questions about the program.
- 3.3. Implement participant registration, collect money and registration forms, email

registration confirmation and program information.

- 3.4 Provide rosters of all participants to coordinators prior to the start of each course.
- 3.5 Provide coordinators with reports of fees collected prior to the start of each course.
- 3.6 Perform the following payment transactions:
 - a) Collect registration fees of \$275 per participant for Youth Sailing;
 - b) Collect registration fees of \$650 per participant for Adult Keel Boat Sailing;
 - c) Collect registration fees of \$550 per participant of Adult Small Boat Sailing;
 - d) Collect registration fees of \$200 per registration for Friends and Family Sailing;
 - e) Pay LMSA the fee collected less \$41 for each participant registered upon receiving the invoices from LMSA;
 - f) Retain \$15.00 for each cancelled registration;
 - g) Pay LMSA the LMSA share of fees collected upon receipt by BPRD of an LMSA invoice, following the completion of each group of Youth Sailing, Adult Sailing classes and Family programs.

4.0 Lake Monroe Sailing Association, Inc.:

The goals of LMSA are to offer a sailing program not otherwise available to adults and children, introduce the LMSA to the public, increase LMSA membership, and provide programming for children of LMSA members.

LMSA agrees to:

- 4.1 Provide and maintain the following equipment: sailboats, life vests, ropes, sails, books, a motorboat, lifesaving apparatus, and first aid equipment.
- 4.2 Provide the following facilities: bathrooms, telephone, shelter house for inclement weather; defined as, but not limited to, cold weather, rough water (white caps), or lightning.
- 4.3 Hire and train sailing instructors for Youth Sailing Camps who are at least 16 years of age with prior sailing experience. One instructor shall have prior experience teaching sailing. One instructor shall be certified in CPR and First Aid and be in attendance at all times. At least one instructor shall have U. S. Sailing Small Boat Instructor Certification.
- 4.4 Provide invoices to BPRD as detailed in section 3.6.
- 4.5 Provide for adequate safety with the following provisions:

- a) LMSA shall provide high quality boats & equipment.
 - b) LMSA shall maintain a ratio of one (1) instructor to six (6) participants with two (2) instructors always on the water and one (1) instructor always in a motorboat when students in the Youth Sailing Camps are in boats. One (1) of the instructors shall be over twenty-one (21) years of age.
 - c) Participants in the Youth Sailing Camps shall pass a swimming test the first day of class, and all participants shall wear life vests when in boats.
 - d) Participants shall learn boat safety and will be taught about boat safety equipment.
 - e) Participants in the Youth Sailing Camps shall pass a test on capsizing and right-of-way rules.
- 4.6. Provide the overall program structure including all planning, organizing, and implementing of the instructional program.
- 4.7. Provide a rainy day schedule, planning, organizing and implementing alternative activities in case of inclement weather.

5.0 Agreement Terms Mutually Agreed To By All Partners to This Agreement.

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

BPRD and LMSA agree to:

- 5.1 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.
- 5.2 LMSA 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 Parks and Recreation Department as an additional insured, and LMSA shall provide BPRD with a certificate of insurance prior to the commencement of operations under this Agreement. LMSA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
- 5.3 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.4 LMSA is recognized as having the expertise to provide and to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues. LMSA shall be allowed reasonable autonomy over curriculum, learning objectives, teaching techniques, equipment, and boat matters.
- 5.5 The location of the program shall be provided by the LMSA at their facilities at 7600 S. Shields Ridge Road.
- 5.6 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.
- 5.7 Pursuant to Indiana code Sections 35-47-11.1-2 and 3, the City is prohibited from enforcing a

firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), LMSA 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 LMSA 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.

5.8 The parties will evaluate this Agreement and the services provided during the month of January 2027.

5.9 LMSA 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 LMSA's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against LMSA, its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

6.0 Notice:

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

LMSA	BPRD
Walt Johnson	Leslie Brinson
7600 S. Shields Ridge Rd.	PO Box 848
Bloomington, IN 47401	Bloomington, IN 47402
(812) 824-4611	(812) 349-3713

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

LMSA	BPRD
Walt Johnson	Amy Shrake
7600 S. Shields Ridge Rd.	Box 848
Bloomington, IN 47401	Bloomington, IN 47402
(812) 824-4611	(812) 349-3747

7.0 Termination

This Agreement may only be terminated in writing by the mutual agreement of all partners. Partners agree to not unreasonably withhold agreement.

8.0 E-Verify:

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

{Signatures are on the following page}

Signatures on this page are associated with the “PARTNERSHIP AGREEMENT between The City of Bloomington Parks and Recreation Department and Lake Monroe Sailing Association.”

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

LAKE MONROE SAILING ASSOCIATION, INC.:

General Manager, LMSA

Date

LMSA Commodore

Date

CITY OF BLOOMINGTON:

Tim Street, Administrator, BPRD

Date

Board of Park Commissioners

Date

Corporation Counsel
City of Bloomington

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

A9

Agenda item

Admin. Approval: TS
Date: 4/8/26

TO: Board of Park Commissioners
FROM: Amy Shrake, Program/Facility Coordinator
DATE: April 16, 2026
SUBJECT: PARTNERSHIP AGREEMENT WITH SPECIAL OLYMPICS INDIANA-MONROE COUNTY

Recommendation

Staff recommends approval of partnership agreement with Special Olympics Indiana - Monroe County (SOIMC).

There are no funds associated with this partnership agreement.

Background

The purpose of this partnership is to support athletic opportunities for community members with developmental disabilities. The City of Bloomington Parks and Recreation Department and the SOIMC have been partnering since 2006, providing individuals with disabilities greater access to sport opportunities. The partnership allows Bloomington Parks and Recreation to continue supporting sports for individuals with disabilities and offers SOIMC flexibility with their programming. The department will continue to facilitate SOIMC's requests for fields and facilities as well as assisting with marketing programs.

Bloomington Parks & Recreation Inclusive Recreation Coordinator, Amy Shrake will continue to facilitate the partnership and be a liaison between SOIMC and BPRD.

RESPECTFULLY SUBMITTED,



Amy Shrake, Program/Facility Coordinator



**COOPERATION SERVICE AGREEMENT
PROGRAM PARTNERSHIP BETWEEN PARKS AND SPECIAL OLYMPICS
INDIANA - MONROE COUNTY**

Partner(s):

This Agreement by and between the Bloomington Parks and Recreation Department (“BPRD”) and Special Olympics Indiana - Monroe County (“SOIN-MC”) is entered into on the last day in the signature block below.

WHEREAS, there is an apparent need for Special Olympics programs in Bloomington, Indiana; and

WHEREAS, the BPRD and SOIN-MC desire to cooperate in the provision of a Special Olympic programs for the general public; and

WHEREAS, SOIN-MC is qualified to perform such services on behalf of BPRD; and

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

WHEREAS, because services provided by each party will reflect on the other, BPRD and SOIN-MC wish to set forth each parties’ responsibilities and expectations;

NOW THEREFORE, the parties do mutually agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to outline a program partnership that will provide a more affordable and effective Special Olympic program for the Bloomington community by combining available resources from each party to the Agreement.

2. Duration of Agreement

This Agreement commences upon the date of the last signature and expires on April 30, 2027 unless it is terminated earlier in writing, as provided under Article 7.

3. Bloomington Parks & Recreation

The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a Special Olympic sports program, not otherwise available, that is designed to introduce beginner participants to a sport and allow for skill advancement. BPRD agrees to:

- 3.1.** Allow SOIN-MC access to fields and facilities in priority category #3 based on the following order established by the City of Bloomington Board of Park Commissioners:

1. BPRD programs
 2. Monroe County Community Schools Corporation programs
 3. Partnership programs
 4. Independent programs
- 3.2. Allow SOIN-MC access to fields and facilities as set forth below on the dates and during the times established at the beginning of each sport season at no charge:
 1. Banneker Center for Basketball by availability
 2. Softball fields to be determined by availability
 3. Cascades Golf Course for Golf by availability
 - 3.3. Provide an information hotline and voicemail box.
 - 3.4. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters.
 - 3.5. Provide the services of the BPRD Inclusive Recreation Coordinator as a liaison, consultant, and contact person between SOIN-MC and BPRD.
 - 3.6. Assist with program publicity by continuing to advertise program information in seasonal program guides and website.
 - 3.7. Respond to any and all citizen concerns or complaints reported by SOIN-MC under Article 4.3 of this Agreement within twenty-four (24) hours of receipt, unless emergent circumstances prevent a response. In such circumstances, BPRD will respond as quickly as able.
 - 3.8. Provide free meeting space for SOIN-MC management team monthly meetings where available.
 - 3.9. Provide a shelter free of charge for the summer picnic one Saturday in September.
- 4. Special Olympics Indiana Monroe County**
- The goals of SOIN-MC are to offer a Special Olympics sports program for the community, introduce SOIN-MC to the public, and provide programming for people with disabilities associated with SOIN-MC. SOIN-MC agrees to:
- 4.1. Maintain close contact with BPRD's Inclusive Recreation Coordinator and appoint that Inclusive Recreation Coordinator as the BPRD liaison to SOIN-MC's policy making board.
 - 4.2. List BPRD on all publicity and promotional materials SOIN-MC develops as a "partner" or "in partnership with." A copy of any promotional material should be submitted to BPRD for approval prior to distribution to the public.
 - 4.3. Refer any citizen concern, report, or problem regarding the facility, suggestion for

improvements to the facility, service provided by staff, or other issues to BPRD on a designated form within twenty-four (24) hours of receipt and/or observation, unless emergent circumstances prevent a report. In such circumstances, SION-MC will report as quickly as able.

5. Terms Mutually Agreed to By Both Partners

- 5.1.** The intent of this Agreement is to document a mutually beneficial partnership between SOIN-MC 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.** The commitment of personnel, facilities, supplies, materials, and payments will be honored according to the timetable agreed upon by all partners.
- 5.4.** SOIN-MC is recognized as having the expertise and experience to conduct the Special Olympics program safely and effectively. However, BPRD shall have the right to review risk management, agreement terms, financial records, coaching, player behavior, and service quality issues.
- 5.5.** 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), SOIN-MC 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. If SOIN-MC develops such a policy for its activities, the City may implement and enforce it. If SOIN-MC wishes to develop such a policy, it shall provide a copy of the policy to the City.
- 5.5.** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

6. Notice and Agreement Representatives

- 6.1.** Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the contacts stated below as follows:

SION-MC:
Janet Sutherlin, County Coordinator
cc.soimc@gmail.com
(812)345-6095

BPRD:
Amy Shrake,
P.O. Box 848
Bloomington, IN 47402

6.2. The persons listed in Article 6.1 shall also serve as agreement representatives for the day to day operations and implementation of this Agreement.

7. Termination

7.1. Termination by mutual agreement: The partners may terminate this Agreement prior to April 30, 2027 by mutual written agreement only.

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

8. Insurance:

SOIN-MC will furnish BPRD with a certificate of insurance upon execution of this Agreement. SOIN-MC shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) for bodily injury per person in any one occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and SOIN-MC as insured parties, and SOIN-MC shall provide BPRD with a certificate of insurance prior to the commencement of operations under this Agreement. SOIN-MC and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.

9. Release and Hold Harmless Agreement:

SOIN-MC, 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, except as may result from the sole negligence or willful misconduct of the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents and assigns.

10. E-Verify:

SOIN-MC 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). SOIN-MC shall sign an affidavit, attached as Exhibit A, affirming that SOIN-MC does not knowingly employ an unauthorized alien. SOIN-MC shall require any subcontractors performing work under this contract to certify to SOIN-MC 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. SOIN-MC shall

maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

[Signatures are on the following page]

Signatures on this page are associated with the “PARTNERSHIP AGREEMENT between The City of Bloomington Parks and Recreation Department and Special Olympics Indiana.

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

Tim Street, Administrator
Parks and Recreation Department

Jeff Mohler, President and CEO
Special Olympics Indiana

Kathleen Mills, President
Board of Park Commissioners

Janet Sutherlin, County Coordinator
Special Olympics Indiana Monroe County

Margie Rice
Corporate Council

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

A10

Agenda item

Admin. Approval: TS
Date: 4/8/26

TO: Board of Park Commissioners
FROM: Kevin Terrell, Program and Facility Coordinator-Banneker Community Center
DATE: April 16, 2026
SUBJECT: Preventative Maintenance agreement w/Commercial Service for AJB and Banneker

Recommendation

Staff recommends approval of the preventative maintenance contract with Commercial Service Inc. The agreement will cover both the Banneker Community Center and Allison Jukebox Community Center for the period between May 1, 2026, and April 30, 2027. The total amount of the contract is \$3,207.35

Funding sources:

2204-18-184500-53610 \$980.24 AJB
2204-18-187500-53610 \$2,327.11 Banneker

Background

This agreement provides basic preventative maintenance for both Banneker Community Center and for Allison Jukebox, helping to keep repair costs down and to stay ahead of potential larger issues. Commercial Service has held this contract for a number of years, and we remain satisfied with their services in this regard. The current contract expires on April 30, 2026.

RESPECTFULLY SUBMITTED,



Kevin Terrell, Program and Facility Coordinator, Banneker Community Center

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

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

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

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

 - b. **Term.** This Agreement shall commence on the effective date and expire on the 30th 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 Three Thousand Three Hundred Seven dollars and Thirty Five cents (\$3,307.35) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Kevin Terrell, City of Bloomington, 401 N Morton Street, 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 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	Commercial Service of Bloomington, Inc.
Attn: Kevin Terrell, Project Manager	Attn: Adam Sater
930 W 7 th Street, Bloomington Indiana 47402	4710 W Vernal Pike, Bloomington Indiana, 47404
Kevin.terrell@bloomington.in.us	E-mail: asater@commercialservice.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.]

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following for the Banneker Community Center, and Allison Jukebox Community Center, where applicable:

Spring-Cooling PM

Performance Testing

- Gauge check of refrigerant level
- Inspect for refrigerant leaks
- Verification of superheat and sub-cooling
- Cycle/test operation of air conditioner, Measure temperature drop across the evaporator coil

Condenser Motor

- Check motor for wear and lubricate bearings as required
- Check amperage, compressor contractor, and amp draw across compressor
- Ensure proper airflow
- Replace pleated filters

Visual Inspection

- Outdoor condenser coil
- Wash debris and dirt from unit
(if splitting of condenser coil is required for cleaning, an additional fee will be invoiced separately)
- Indoor evaporator coil (if accessible)
- Blower wheel(s) and assembly
- Check for wear and lubricate bearings as required
- Fan blades
- Check for fractures and wear

Safety Controls

- Inspect and test for proper operation

Electrical System

- Confirm electrical connections, controls, capacitors, wiring, contactors, and relays
- Tighten and/or clean connections
- Ensure operation of thermostat(s)
- Check voltage drops and amp draws
- Inspect all electrical from disconnects to HVAC equipment
- *Electrical panels, light and electrical fixtures are not included

Condensate removal system

- Inspect and clean condensate drain line from evaporator coil to drain

Tankless Water Heater

Form Revised 05/25

- Pump flush with vinegar
- Visual inspection
- Ensure operation

Plumbing

- Visual inspection of all toilets, urinals and sinks
- Confirm proper operation
- Check water levels
- Make minor adjustments as needed
- Visual inspection of water fountains
- Confirm proper operation
- Make minor adjustments as needed

Refrigeration

- Clean condenser coils
- Check operation

Miscellaneous

- Provide detailed list of recommended repairs and actions
- Provide suggestions for improved equipment operation, efficiency, and dependability

Fall Heating PM

Performance testing

- Ensure proper ignition and inspect/clean flame signal and sensor
- Cycle/test operation of furnace
- Ensure proper temperature rise
- Inspect heat exchanger
- Check for cracks
- Ensure proper operation of pressure switch
- Ensure proper airflow
- Replace pleated filters

Visual inspection

- Burners, inspect/clean and adjust for maximum efficiency
- Gas valves and pipes
- Inspect for gas leaks of blower wheel(s) and assembly
- Check for wear and lubricate bearings as needed/required
- Check belt(s) if present, and replace once per year
- Inspect flue and draft inducer of safety controls
- Inspect and test for proper operation
- Carbon monoxide test for gas furnaces and package units

Electrical Systems

- Confirm electrical connections, controls, capacitors, wiring, contactors, and relays
- Tighten and/or clean connections
- Ensure operation of thermostat(s)
- Check voltage drops and amp draws
- Inspect all electrical from disconnects to HVAC equipment*

*Electrical panels, light and electrical fixtures are NOT included

- Amperage check
- Draft inducer motor, blower motor, and hot surface ignitor
- Ensure proper capacitor values

Electric furnaces

- Inspect heating element and verify sequencer operation

Plumbing

- Visual inspections of all toilets, urinals and sinks

Confirm proper operation

- Check water levels
- Make minor adjustments as needed

Visual inspections of water fountains

- Confirm proper operation
- Make minor adjustments as needed

Refrigeration

- Clean condenser coils
- Check operation

Miscellaneous

- Provide detailed list of recommended repairs and actions
- Provide suggestions for improved equipment operation, efficiency, and dependability

Covered equipment at Banneker Community Center:

The Customer's equipment covered by this agreement is as follows: Two (2) package units, One (1) split system, One (1) tankless water heater, One (1) kitchen hood with Exhauster, Two (2) water fountains, One (1) commercial refrigerator, Three (3) kitchen sinks, One (1) mop sink, Four (4) restroom sinks, Four (4) toilets, One (1) urinal.

Covered equipment at Allison Jukebox:

The customer's equipment covered by this agreement is as follows: Three (3) split systems.

Services not included:

The services to be provided by Commercial Service, Inc under this agreement are limited to those set forth in the Scope of Service. This agreement shall not include inspection of electrical or mechanical equipment outside the covered equipment, any repairs or replacements required because of negligence, misuse of equipment, any repairs or materials necessary because of fire, flood, acts of God, a shortage of electrical supply, sabotage, vandalism, damage caused by freezing, or any service or material not specifically set forth in this agreement.

Additional Repairs and Service:

In some cases, the maintenance and testing performed by Commercial Service, Inc will result in a recommendation that additional services and materials (i.e. not included within the scope of service) be performed for the customer. In such event, Commercial Service shall obtain approval from the customer (by its representative) before any work outside the Scope of Services is

performed. Any work outside the Scope of Service, including parts and labor, shall be invoiced separately and shall be the responsibility of the customer. In most cases, repairs outside the Scope of Service can be accomplished within one to three days. However, in some cases additional time may be necessary.

Limitation of Liability:

Customer agrees that this is a limited services agreement. Therefore, customer agrees that Commercial Service shall not be responsible for any damage to Customer's personal property, or personal injury, loss of income, or loss of revenue to the Customer or its employees or patrons arising out of the work performed by Commercial Service under this agreement. Commercial Service provides a limited warranty on service work performed under this contract.

EXHIBIT “B”

PROJECT SCHEDULE

Commercial Service, Inc will plan their services at the following times for both the Banneker Community Center and for the Allison Jukebox Community Center:

- Full preventative maintenance with filter replacements in May and August 2026
- Filter replacements only in November 2026 and February 2027

EXHIBIT "C"

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

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

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

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

Signature

Printed name

A11 Agenda item

Admin. Approval: TS
Date: 4/8/26

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: April 16, 2026
**SUBJECT: REVIEW AND APPROVAL OF THE 2026 SERVICE AGREEMENT WITH
HORNING ROOFING & SHEET METAL**

Recommendation

Staff recommends the review/approval of the HORNING ROOFING & SHEET METAL service agreement for the Twin Lakes Recreation Center (TLRC). Horning Roofing provides repairs and warranty services on the TLRC roof. Total amount of service agreement not to exceed: \$9,500. Funding sources to pay for these services will be 2211-18-185000-53610 NR (TLRC).

Background

Horning Roofing & Sheet Metal is the company contracted by the City of Bloomington to install the new roof on the TLRC when the solar panels were installed. The roof remains under warranty, as long as the damage is not created by the solar panel installation.

RESPECTFULLY SUBMITTED,



Daren Eads
Sports Facility Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Horning Investments, LLC (dba Horning Roofing & Sheet Metal Co., 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 Horning Investments, LLC dba/Horning Roofing & Sheet Metal Co LLC (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. **Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way.
 - d. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Nine Thousand Five Hundred (\$9,500.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Daren Eads, City of Bloomington, PO

Box 848 Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
5. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on the City's behalf with respect to this Agreement.
6. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
7. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
8. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
9. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

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

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

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

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

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

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

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

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

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

including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor’s work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Horning Investments, LLC
Attn: Daren Eads, Project Manager	Attn: Christopher Schuldt, Director of Service
PO Box 848	2340 Enterprise Park Place, Ste. A
Bloomington, IN 47404	Indianapolis, IN 46218
Email: eadsd@bloomington.in.gov	Email: cshuldt@horningroofing.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.]

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following: Contractor shall provide roofing repairs on an as needed basis. Contractor will repair and provide warranty roofing services at the Twin Lakes Recreation Center at an hourly rate of Seventy Dollars (\$70) per man hour, plus service call fee of Sixty Dollars (\$60.00), Monday-Friday 8:00am to 3:00pm, with 24 hour availability as needed. Saturday & afterhours price of One Hundred Five Dollars (\$105.00) per man hour, and Sunday & holiday hourly rate of One Hundred Forty Dollars (\$140.00) per man hour. Contractor may also charge the Parks Department for any equipment that is necessary to rent in order to make the necessary repairs. The Department will give notice to Contractor at least two working days on repair, except in the instance repairs require more immediate action. ("Services").

EXHIBIT “B”

PROJECT SCHEDULE

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

EXHIBIT “C”

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

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

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

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

Signature

Printed name

A12 Agenda item

Admin. Approval: TS
Date: 4/8/26

TO: Board of Park Commissioners
FROM: Rebecca Swift, Operations & Development Division Director
DATE: April 16, 2026
**SUBJECT: REVIEW/APPROVAL CONTRACT WITH WEDDLE BROS FOR BCT
THEATER HVAC AND ELECTRICAL IMPROVEMENT PROJECT – OWNER
REP SERVICES**

Recommendation

Staff recommends approval of this service agreement with Weddle Bros Building Group, LLC. (Weddle Bros) to provide inspection and project management services for the HVAC and Electrical Improvement Project at Buskirk Chumley Theater (BCT).

Amount: \$5,700

Funding source: 2209-04-040000-53960 (ESD's EPIC Grant)

Background

Weddle Bros propose to provide Owner's Representative Services for the HVAC and Electrical Improvement project at the BCT on behalf of the City of Bloomington. Services observing construction to verify compliance with project specifications, assisting with changes in the work, and reviewing contractor applications for payment for accuracy. Additional support may be provided as requested by the City, including building permit applications, coordination of inspections, and punch list review. Services will be performed by an IMEP Specialist. Only actual hours worked will be billed, and the total hours will not exceed 60 without prior written authorization from the City.

RESPECTFULLY SUBMITTED,



Rebecca Swift,
Operations & Development Division Director

AGREEMENT FOR SERVICES

between

The City of Bloomington Parks and Recreation Department

and

Weddle Bros Building Group, 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 Weddle Bros Building Group, 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.

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 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2027.

 - 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 Five Thousand Seven Hundred (\$5,700) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Rebecca Swift, City of Bloomington, 401 N. Morton St. Suite 250 Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless

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

4. [Retainage.](#) [This Section Intentionally Left Blank.]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
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12. Indemnification. Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

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

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

- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
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- d. Umbrella/Excess Liability with a required limit of \$1,000,000.

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

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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	Weddle Bros Building Group, LLC
Attn: Rebecca Swift, Project Manager	Attn: Bruce G. Carter, President/CEO,
401 N. Morton St. Suite 250	2182 West Industrial Park Drive
	PO Box 1330
Bloomington, IN 47404	Bloomington, IN 47402
Rebecca.swift@bloomington.in.gov	E-mail:

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.

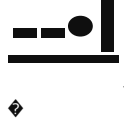
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

[Signatures are on the following page.]



EXHIBIT "A"
SCOPE OF WORK

The Services shall include the following:



WEDDLE BROS. BUILDING GROUP, LLC

A Weddle Bros. Construction Company

100% Employee Owned

City of Bloomington
Parks & Recreation
401 N Morton Street
Bloomington, IN 47404

RE: Owner's Rep Services

Mr. Street,

Thank you for the opportunity to submit a proposal to assist the City of Bloomington with Owner's Representative Services at the Buskirk Chumley Theater for the HVAC and Electrical Improvement project.

Scope of Services if requested:

- Review bid submissions along with City staff
- Help answer questions associated with construction specifications
- Review of physical construction to ensure work complies with specifications.
- Assist with changes to work
- Review applications for payment to ensure accuracy.
- Additional services as requested, such as application for building permits, coordination of inspections, and punch list review.

Fee

Tim Smith IMEP Specialist - \$95.00 per hour (**Approximately 60 hours - \$5,700**)

* Only actual hours will be billed

** Weddle will not exceed 60 hours without written authorization.

Sincerely,

Chris Ciolli
Vice President

EXHIBIT "B"

PROJECT SCHEDULE

All services will be complete by December 31, 2027.

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

A13

Agenda item

Admin. Approval: TS

Date: 4/8/26

TO: Board of Park Commissioners
FROM: Mary Welz, Natural Resources Manager
DATE: April 1, 2026
SUBJECT: Approval of Contract Amendment to Service Agreement with Eco Logic for Ecological Consulting and Restoration Services at Griffy Lake Nature Preserve, Miller-Showers Park, and Switchyard Park

Recommendation

Staff recommends approval of this contract addendum with Eco Logic, LLC to reflect an additional charge of not to exceed six-thousand, nine-hundred and ninety-three dollars (\$6,993), bringing the total not-to-exceed contract amount to sixty-four thousand, seven-hundred and forty-two dollars, and thirty-nine cents (\$64,742.39).

Amount: \$6,993.00

Funding source: 2211-18-184000-53990

Background

The original scope of work has not changed from the original contract. This addendum increases the total contract amount to include the cost of all proposed scope of work that was inadvertently incorrectly totaled on the original contract. The budget supports this expense.

RESPECTFULLY SUBMITTED,



Mary Welz, Natural Resources Manger

AMENDMENT TO AGREEMENT
between
The City of Bloomington Parks and Recreation Department
and
Eco Logic, LLC
for Ecological Consulting and Restoration Services

(Entered in this ____ day of _____, 2026)

WHEREAS, the City of Bloomington and its Parks and Recreation Department (the “City”) and Eco Logic, LLC (“Contractor”) entered into an Agreement in February 2026 for Contractor to provide ecological consulting and restoration services; and

WHEREAS, the Contractor and City have agreed on an additional fee to meet the proposed costs for services; and

WHEREAS, the Contractor will provide the included full scope of services; and

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

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

WHEREAS, pursuant to Article 3 of said Agreement, additional work requires a fully executed written amendment to this Agreement; and

WHEREAS, the City ratifies the additional funding.

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

Article 3. Compensation: To amend the Agreement to reflect an additional charge of not to exceed six-thousand, nine-hundred and ninety-three dollars (\$6,993), bringing the total not-to-exceed contract amount to sixty-four thousand, seven-hundred and forty-two dollars, and thirty-nine cents (\$64,742.39).

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

CITY OF BLOOMINGTON

Eco Logic, LLC

Tim Street, Director
Parks and Recreation Department

Signature

Kathleen Mills, Park Board President
Board of Park Commissioners

Name, Title

Margie Rice, Corporation Counsel

B1

Agenda item

Admin. Approval: TS
Date: 4/8/26

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: April 16, 2026
SUBJECT: April Bravo Award Recipient: Doug Bruce

Recommendation

Staff recommends Doug Bruce for the April 2026 Bravo Award.

Background

Doug Bruce exemplifies the very best of community service through his extraordinary volunteer contribution to the recently completed repairs to the limestone steps at the Banneker Community Center. This critical repair was funded in part by a grant from the Indiana Department of Natural Resources Division of Historic Preservation and Archaeology, and the grant funds were available only for work on properties listed on the National Register of Historic Places.

The step repairs were needed for both safety and aesthetics, and the work had to preserve the historical integrity of the features, materials, and workmanship that made Banneker eligible for listing on the National Register. Doug Bruce stepped in without hesitation to provide the required specialized expertise in historic architecture at no cost to the Department. Doug's contributions were crucial in fulfilling the requirements of the grant, and to preserve the integrity of the site.

Acting in the role of an informal project manager, Doug conducted a detailed assessment of the historic steps, prepared architectural drawings outlining the necessary repairs, and provided expert review of the contractor's work throughout the project. His knowledge ensured the repairs were historically appropriate and structurally sound, and helped the project remain compliant with grant expectations.

Doug's contribution was not only generous, it was essential. Without his expertise, the project would have faced significant barriers, and the City may not have been able to utilize the grant funds effectively. His willingness to share his time and talent saved valuable public resources and ensured the successful completion of an important preservation effort.

Doug Bruce's professionalism, generosity, and commitment to preserving Bloomington's historic assets make him a truly outstanding volunteer. He is highly deserving of recognition through the Bravo Award.

RESPECTFULLY SUBMITTED,**Julie Ramey, Community Relations Manager**

C1

Agenda item

Admin. Approval: TS
Date: 4/8/26

TO: Board of Park Commissioners
FROM: Hsiung Marler, Recreation Facilities General Manager
DATE: April 16, 2026
SUBJECT: Contract with Master Rental for fencing and portable restrooms for Granfalloon Concert Series

Recommendation

Staff recommends approval of a Contract with Master Rental for fencing and portable restrooms for the Granfalloon Concert Series at Switchyard Park.

Do not exceed amount of \$31,620.

Funding source: 2211-18-189006-53990 initially, amount to be reimbursed by Indiana University

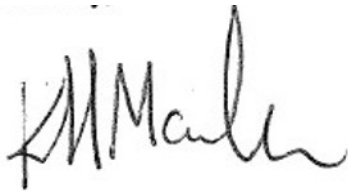
Background

Bloomington Parks and Recreation is partnering with Indiana University to provide three ticketed concerts (June 20, 2026, July 18, 2026, and August 29, 2026) on the Main Stage of Switchyard Park. As part of that partnership the Parks Department will be contracting with Master Rental to create the boundary around the main stage lawn and provision of portable restrooms. Indiana University will be reimbursing the department for the expense.

Master Rental will be installing

- 1700 linear feet of construction fence
- 1700 linear feet of windscreen
- Portable Restrooms: (13) standard, (2) handicap, (4) double sided hand wash sinks.

RESPECTFULLY SUBMITTED,



Hsiung Marler, Recreation Facilities General Manager

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
LAVIN RENTAL, LLC (dba MASTER RENTAL)

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

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

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

 - b. **Term.** This Agreement shall commence on the effective date and expire on the 1st 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.

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-ONE THOUSAND, SIX HUNDRED TWENTY (\$31,620.00) Dollars. 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.

3. **Retainage.** [This Section Intentionally Left Blank.]
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	Lavin Rental, LLC (dba Master Rental)
Attn: Hsiung Marler	Attn: Deron Lavin
401 N. Morton Street, Suite 250	2002 W 3rd St
Bloomington, IN 47404	Bloomington, IN 47404
marlerh@bloomington.in.gov	deron@masterrental.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.]

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Work will include the following:

- 1700 linear feet of construction fence
 - On stands with sandbags
 - Openings for ingress/egress
- 1700 linear feet of windscreen installed
- Portable restrooms: (13) standard, (2) handicap, (4) double sided hand wash sinks.

EXHIBIT "B"

PROJECT SCHEDULE

Fence perimeter will be put up on the following dates:

- June 18, 2026
- July 16, 2026
- August 27, 2026

Portable restrooms will be put in place on following dates (before 9:00 a.m.):

- June 19, 2026
- July 17, 2026
- August 28, 2026

**Concert Dates (for which the fencing and portable restrooms are needed)*

- *June 20, 2026*
- *July 18, 2026*
- *August 29, 2026*

Fence perimeter and portable restrooms will be removed on the following dates:

- June 22, 2026
- July 20, 2026
- August 31, 2026

EXHIBIT "C"

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

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

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

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

Signature

Printed name

EXHIBIT “D”

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

1. The undersigned is the _____ of the Contractor.
(job title)

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

3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”

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

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

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

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

Signature

Printed name

C2

Agenda item

Admin. Approval: TS

Date: 4/8/26

TO: Board of Park Commissioners
FROM: Hsiung Marler, Recreation Facilities General Manager
DATE: April 16, 2026
SUBJECT: Contract with Harrell-Fish INC for Switchyard Park Preventative Maintenance

Recommendation

Staff recommends approval of a new contract with Harrell Fish INC for 2026 Switchyard Preventative Maintenance.

Not to exceed amount of \$13,920.

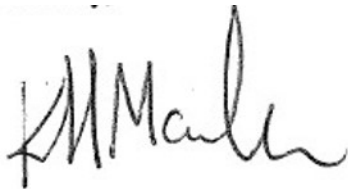
Funding source: 2204-18-189006-5361

Background

HFI served as the original subcontractor responsible for installation of the electrical, plumbing, and HVAC systems. In 2022, Parks conducted a competitive bid process and selected HFI to provide the initial preventative maintenance agreement for Switchyard Park. An extension amendment was executed in 2023. In March 2024, Parks again utilized a competitive bid process and selected HFI for continued preventative maintenance services. A subsequent extension amendment was executed in 2025.

The preventative maintenance agreement provides for regularly scheduled servicing of electrical, plumbing, and HVAC systems. Services include, but are not limited to, backflow inspections, grease interceptor inspections, assistance with spray pad startup and shutdown, and annual maintenance of the Main Performance Stage building and Pavilion. These activities support safe and efficient system operation and help extend the overall service life of the equipment.

RESPECTFULLY SUBMITTED,



Hsiung Marler, Recreation Facilities General Manager

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

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

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

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

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

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

Compensation. Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed **THIRTEEN THOUSAND**

NINE HUNDRED TWENTY (\$13,920.00) Dollars. 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.

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

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	Harrell-Fish, LLC
Attn: Hsiung Marler	Attn: CT Corporation System
401 N. Morton Street, Suite 250	334 North Senate Avenue
Bloomington, IN 47404	Indianapolis, IN 46204
marlerh@bloomington.in.gov	sdawson@harrell-fish.com

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

- 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.]

EXHIBIT “A”

SCOPE OF WORK

Contractor will provide preventative maintenance for the Switchyard Park Pavilion indoor event space, the Spray Pad building, and the Main Performance Stage building. This includes HVAC systems, backflow inspections, the grease interceptor, and assistance with the startup and close down of the spray pad, etc.

A. Equipment – Pavilion

All equipment installed approximately 2019/2020 unless stated otherwise.

Qty	Tag Number(s)	Manufacturer	Description
1	B-1	Laars	Boiler
1	EF-1	Greenheck	Exhaust Fan
2	RPZ-A, RPZ-B	Wilkins-Zurn	Backflow Preventer
1	BFP-1	N/A	Fire Line Backflow Preventer
1	P-5	Taro	Boiler Pump
4	P-1, P-2, P-3, P-4	Honeywell	Zone Heating Pumps
1	RP-A	Taco	Recirculating Pump
1	RTU-1	Trane	Packaged Unit
3	HP-1, HP-2, HP-3	Mitsubishi	Split System Heat Pump
5	FCU-1, FCU-2, FCU-3, FCU-4, FCU-5	Mitsubishi	Fan Coil Units
1	WH-A	AO Smith	Water Heater
1	MV-A	Lawler	Mixing Valve
1	GI-A	Spencer Concrete Products	Grease Interceptor
1	EWH-1	Qmark	Electric Wall Heater
1	LSP-1, LSP-2	Liberty	Lift Station Pumps
1	UN1215A	Scotsman	Ice Machine
1		True	Reach-In Commercial Refrigerator
2	TW 12-1	Water System Division/AOS	Water Expansion Tanks

B. Equipment – Spray Pad Building

Qty	Tag Number(s)	Manufacturer	Description
2	EF-1, EF-2	Greenheck	Exhaust Fan
1	ERV-1	Greenheck	Energy Recovery Ventilator
1	UH-1	N/A	Unit Heater
2	EDC-1, EDC-2	Greenheck	Electric Duct Coil
1	WH-A	A.O. Smith	Water Heater
2	MV-A, MV-B	Lawler, HAWS	Mixing Valve
3	BP-A, BP-B, BP-C	Wilkins Zurn	Backflow Preventer
2	SP-A, SP-B	Liberty	Lift Station
7	P-1, P-2, P-3, P-4, P-5, P-6, P-7	N/A	Spray Pad Pump
1	IP-1	N/A	Irrigation Pump
1		Markell	Chase Heater
1	TW 12-1	Water System Division/AOS	Water expansion tank

C. Equipment – Main Performance Stage

Qty	Tag Number(s)	Manufacturer	Description
1	EF-1	Greenheck	Exhaust Fan
2	EWH-1	Qmark	Electric Wall Heater 1 in restroom, 1 in mechanical room
1	RPZBP	Wilkins-Zurn	Backflow Preventer
1	Unknown	A.O. Smith Preferred	Water Heater
1	TW 12-1	Water System Division/AOS	Water expansion tank

D. Service – Pumps

Heating Water Pumps

Fall Startup

1. Exercise valves.
2. Lubricate all motors and bearings.
3. Report any deficiencies to Parks.

Lift Station Pumps

Semi-Annual Service

1. Pull pumps and visually inspect.
2. Lubricate.
3. Check floats and controls.
4. Verify operation.
5. Report any deficiencies to Parks.

E. Service – Mitsubishi Ductless Systems

Semi-Annual Service

1. Remove, clean, and install air filters.
2. Clean condenser coils.
3. Check and adjust safety controls.
4. Check and adjust operating controls.
5. Check condition of condensate lines.
6. Check electrical connections.
7. Check operation of system.
8. Report any deficiencies to Parks.

F. Service – Under Counter Ice Machine

Annual Service

1. Clean and sanitize the water system.
2. Clean air filters on air-cooled models.
3. Check external filter system and change cartridges as needed.
4. Check inlet water valve screens.
5. Conduct bearing and auger inspection on extruded ice makers.
6. Conduct a visual inspection of components, controls, and wiring for oil spots, loose wires, loose fasteners, corrosion, etc.
7. Report any deficiencies to Parks.

G. Service – Commercial Reach-In Refrigerator

Annual Service

1. Clean condenser coil
2. Check operation.
3. Report any deficiencies to Parks.

H. Service – Backflow Preventers

Annual Certification

1. Check and certify devices.
2. If device fails, submit quote for repairs.
3. Submit all necessary documentation to municipalities.
4. Report any issues to Parks.

I. Service – Mixing Valves

Annual Service

1. Confirm operation of mixing valve. Adjust as needed.
2. Report any issues to Parks.

J. Service – Water Heaters

Semi Annual Maintenance

1. Drain water heater to clear of
2. sediment and scale.
3. Check temperature and pressure relief valve operation.
4. Check heating elements for scale buildup. Clean if needed.
5. Check condition of anode rods.
6. Report any issues to Parks.

K. Service – Trane Packaged Unit

Quarterly Maintenance

1. Check fan belts, adjust as needed. Replace annually.
2. Replace air filters (air filters included).
3. Check condensate pan, drain, and overflow safety switch.
4. Check supply fan assembly.
5. Lubricate applicable motors and bearings.
6. Check electrical connections and components.
7. Check condition of heat exchanger.
8. Clean condenser coils.
9. Check condition of evaporator coils.
10. Check condition and operation of economizer.
11. Check variable frequency drive settings.
12. Report any deficiencies to Parks.

L. Service – Unit Heaters

Annual Maintenance

1. Clean unit.
2. Check operation.
3. Report any deficiencies to Parks.

M. Service – Exhaust Fans

Annual Maintenance

1. Check operation of fan motor.
2. Clean housing of fan.
3. Lubricate applicable motors and bearings.
4. Replace filters
5. Report any deficiencies to Parks.

N. Service – Chase Heaters

Annual Maintenance

1. Clean unit.
2. Check operation.
3. Report any deficiencies to Parks.

O. Service – Electric Duct Heater

Annual Maintenance

1. Check heating elements.
2. Check electrical wiring and components.
3. Confirm operation.
4. Report any deficiencies to Parks.

P. Service – Boiler

Semi Annual Service

Fall Startup

1. Check strainers.
2. Check makeup water pressures.
3. Check safety controls.
4. Check operating controls.
5. Inspect and clean condensate components.
6. Check condensate neutralization.
7. Analyze combustion for efficient operation.
8. Check gas valve.
9. Check flame sensor and ignitor.
10. Check electrical connections and components.
11. Report any deficiencies to Parks.

Spring Shutdown

1. Shutdown boiler.
2. Check burner for debris, clean if needed.
3. Inspect heat exchanger.
4. Report any deficiencies to Parks.

Q. Service – Grease Interceptor

Annual Maintenance

1. Vendor to buy a green waste ticket.
2. Visually Inspect Grease Interceptor.
3. Schedule pump out if necessary.
At least once a year
4. Submit all necessary documentation to municipalities.
5. Report any issues to Parks.

R. Service – Expansion Tanks

Annual Maintenance

1. Visual inspection.
2. Check diaphragm or bladder integrity.
3. Check pre-charged pressure.
4. Charge tank.

S. Service – Spray Pad

Spring Startup

1. Bleed air from pumps.
2. Check central trench. Remove plugs and put 1 plug on east opening to drain.
3. Inspect pool pit and clean. Inspect sump pump and float.
4. Install components in pad terminations.
5. Startup equipment including pumps.
6. Check amp draw on pumps.
7. Check bearings and impeller on pumps.
8. Inspect chemical feeder pumps and lines. Clean lines out. Replace if necessary.
9. Exercise valves.
10. Verify operations.
11. Report any issues to Parks.

Fall Winterization

5. Remove components in pad terminations and place in storage.
6. Check central trench. Place plugs in side-openings and take plug out of east opening to manhole.
7. Pump all water out of outdoor pit.
8. Drain system at each spray pump.
9. Blow out piping with compressed air.
10. Clean pump strainers.
11. Lubricate pump motors and bearings.
12. Visually inspect controls, pumps, chemicals, and parts.

13. Report any deficiencies to Parks.

EXHIBIT “B”

PROJECT SCHEDULE

Work to be completed during 2026. See scope of work. Scope of work details what tasks are annual, semi-annual, etc.

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

C3

Agenda item

Admin. Approval: TS

Date: 4/8/26

TO: Board of Park Commissioners
FROM: Leslie Brinson, Recreation Division Director
DATE: April 16, 2026
SUBJECT: Indemnity Agreement with Catalent Indiana, LLC for use of Contractor Parking Lot

Recommendation

Staff recommends the approval of the Indemnity Agreement with Catalent Indiana, LLC for the use of their contractor parking lot off of South Rogers Street during the three Granfalloon Concerts on June 20, July 18, and August 29.

Background

The Parks and Recreation Department is partnering with Indiana University to host the Granfalloon Concert Series at Switchyard Park this summer. Due to the expected crowd at these concerts the department wanted to ensure adequate parking for attendees. Catalent Indiana, LLC has agreed to allow use of their contractor lot, located across Rogers Street from the park, during the three shows in June, July and August. The Parks Department will be providing staff support, security and signage for the lot during those three dates. Catalent Indiana, LLC will provide access to the lot from approximately 4:00pm until 11:00pm.

RESPECTFULLY SUBMITTED,



Leslie Brinson, Recreation Division Director

INDEMNITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, The City of Bloomington, and the City of Bloomington Parks and Recreation Department (collectively, the "Indemnitors") agree to the fullest extent permitted by law to indemnify and hold harmless Catalent Indiana, LLC, together with its affiliates and its and their respective officers, directors, employees, agents, successors, and assigns (collectively, the "Indemnitees"), from and against any claim, action, liability, loss, damage or suit, arising out of or related to Indemnitor's authorization, facilitation, management of, or use of the contractor lot located off of South Rogers Street, Bloomington, Indiana (the "Property"), for parking related purposes for the Granfalloon at Switchyard Park Concert Series on the dates of June 20, 2026, July 18, 2026, and August 29, 2026, including any use of the Property by, and the acts and omissions of, concert attendees, invitees, contractors, or other third parties directed or permitted to park on the Property by Indemnitors. Indemnitors agree to return the Property to the substantially same condition that existed immediately prior to their use, including removal of trash and the removal/towing away of any vehicles left on the Property.

Indemnitors agree to provide Indemnitees with a Certificate of Insurance no later than thirty (30) days prior to the first use of the Property, evidencing: (1) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate; (ii) automobile liability insurance with limits of not less than \$1,000,000 per occurrence; (iii) workers' compensation insurance as required by law. Catalent Indiana, LLC shall be named as an additional insured on the commercial general liability and automobile liability policies, and such policies shall provide that coverage is primary and non-contributory with respect to any insurance maintained by indemnitee. In no event shall the limits of liability shown on the Certificate of Insurance be construed as the limits of liability under this agreement.

In the event of any asserted claim, Indemnitees shall provide Indemnitors reasonably timely written notice of same, and thereafter Indemnitors shall, at their own expense, defend, protect and hold harmless Indemnitees against said claim or any loss or liability arising thereunder. This provision shall not apply in the event such claim, loss, or liability arose out of a preexisting condition of the Property, or of the Indemnitee's willful misconduct or negligence. In the event Indemnitors should fail to so defend and/or indemnify and hold harmless, then in such instance Indemnitees shall attempt a good-faith dispute resolution with the Indemnitors and any other involved parties. Should such resolution fail, Indemnitees shall have full rights to defend, pay or settle said claim on their behalf, with notice to Indemnitors, and with full rights to recourse against Indemnitors for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.

This Agreement shall apply solely to the three (3) event dates identified herein and shall expire upon the conclusion of the last such event (August 29, 2026), except with respect to claims arising from events occurring during the time hereof, which shall survive expiration. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal

representatives. This Agreement shall be construed under and in accordance with the laws of the State of Indiana. Time is of the essence in all matters under this Agreement. In case any provision contained in this Agreement is held invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. This Agreement constitutes the entire agreement between the parties and may not be amended or modified unless in a writing and executed by the parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement binding all of the parties hereto, and that a signature is effective upon receipt of the document containing the original, facsimile, PDF, or electronically generated signature of the party.

Each person executing this Agreement represents and warrants that he or she has full authority to sign on behalf of the party for whom he or she signs, and that this Agreement binds such party.

INDEMNITOR

CITY OF BLOOMINGTON

Date: _____

By: _____
Margie Rice, Corporation Counsel

Date: _____

CITY OF BLOOMINGTON PARKS AND RECREATION

By: _____
Tim Street, Director
Parks and Recreation Department

Date: _____

By: _____
Kathleen Mills, President
Board of Park Commissioners

INDEMNITEE

CATALENT INDIANA, LLC

Date: _____

By: _____

C4

Agenda item

Admin. Approval: TS
Date: 4/8/26

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: April 16, 2026
SUBJECT: PARTNERSHP AGREEMENT WITH STUDIO CYPHER

Recommendation

Staff recommends approval of the 2026 partnership agreement between Bloomington Parks and Recreation and Studio Cypher for the Free Range Arcade event. No money will be exchanged in this partnership.

Background

Bloomington Parks and Recreation will be partnering with Studio Cypher to offer a new event called Free Range Arcade. The event is designed to bring together local and regional game developers, game stores, and suppliers of game-related items in an interactive environment. The event will allow attendees to try out and experience a variety of new games including mobile, pc, arcade, card, and board games. The event will also include a make your own board game area. No money will be exchanged between the partners for this event. The event will be held Saturday May 2, 2026 from 1-7pm in the pavilion at Switchyard Park. We are looking forward to this new partnership and event.

RESPECTFULLY SUBMITTED,



Bill Ream, Community Events Coordinator



**PROGRAM PARTNERSHIP AGREEMENT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION
AND STUDIO CYPHER**

Partner(s):

This Agreement is made and entered into this _____ day of _____, 2026, by and between the Bloomington Parks and Recreation Department (BPRD), and Studio Cypher.

WHEREAS, there is a need for an event relating to games of all kinds in Bloomington; and,

WHEREAS, the BPRD and Studio Cypher desire to cooperate in the provision of a community event called Free Range Arcade; and,

WHEREAS, Studio Cypher is qualified to perform such services; and,

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1. Purpose of Agreement:

The goal of this project is to outline a program partnership which will provide a fun event for fans of all types of games by combining available resources from each partner to the Agreement.

2. Duration of Agreement:

This Agreement commences upon the latest signature date and expires on May 31, 2026 unless terminated earlier as provided under Article 7.

3. Bloomington Parks & Recreation

The goals of BPRD are to partner with other community agency(s) and to provide an opportunity for the Bloomington community to participate in an affordable and fun event called Free Range Arcade. The event, to be held in the pavilion at Switchyard Park on Saturday May 2, 2026 from 1-7pm will provide game enthusiasts of all ages the opportunity to experience the latest in locally and independently created mobile, video, card, and board games.

BPRD agrees to:

- 3.1. Maintain close contact with Will Emigh, Partner at Studio Cypher.
- 3.2. Provide the pavilion in Switchyard Park as the facility to house the event.
- 3.3. Provide all tables, chairs, other equipment and supplies necessary for the event.
- 3.4. Create and coordinate the marketing for the event including print materials and social media posts.
- 3.5. Provide the Community Events Coordinator and additional full-time/part-time staff necessary for the event.
- 3.6. Coordinate the registration, organization, and placement of exhibitor booths.
- 3.7. Coordinate recruitment and scheduling of volunteers.

4. Studio Cypher

The goals of Studio Cypher are to partner with another community agency and to provide an opportunity for the Bloomington community to participate in an affordable and fun event called Free Range Arcade. The event, to be held in the pavilion at Switchyard Park, on Saturday May 2, 2026, from 1-7pm will provide game enthusiasts of all ages the opportunity to experience the latest in locally and independently created mobile, video, card, and board games.

Studio Cypher agrees to:

- 4.1. Maintain close contact with Bill Ream, Community Events Coordinator, and address any related issues to his attention.
- 4.2. Assist with marketing the event particularly through channels of communication used by local game designers and players.

- 4.3. Assist with recruitment of exhibitors for the event.
- 4.4. Assist with exhibitor check-in on the day of the event.
- 4.5. Assist with recruitment of volunteers for the event.
- 4.6. As possible, provide staff to work at the event.

5. Terms Mutually Agreed to By All Partners:

The intent of this Agreement is to document a mutually beneficial partnership between Studio Cypher and BPRD for Free Range Arcade.

BPRD and Studio Cypher agree to:

- 5.1. Coordinate safety management and regulate visitor flow of Free Range Arcade.
- 5.2. Coordinate site and facility usage and logistics with Switchyard Park staff.
- 5.3. Ensure that staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.4. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners.
- 5.5. The possession of alcoholic beverages, drugs and other illegal controlled substances 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.

6. Insurance and Indemnity:

Studio Cypher agrees to furnish BPRD with a certificate of insurance upon the execution of this Partnership Agreement. Studio Cypher shall maintain commercial general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of \$1,000,000 for each occurrence; \$1,000,000 for personal and advertising injury; \$2,000,000 for products and completed operations aggregate; and \$2,000,000 for general aggregate.

Studio Cypher agrees to release, hold harmless and forever indemnify BPRD and its

volunteers, employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement.

7. Notice and Agreement Representatives:

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

Bloomington Parks and Recreation
Leslie Brinson
Recreation Services Division Director
401 N. Morton St, Suite 250,
Bloomington, IN 47404
812-349-3713
brinsonl@bloomington.in.gov

Studio Cypher
Nathan Mishler
Managing Partner
208 N. Walnut St. Suite 206
Bloomington, IN 47404
812-392-4263
nathan@studiocypher.com

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

Bloomington Parks and Recreation
Bill Ream, Community Events Coordinator
812-349-3748
reamw@bloomington.in.gov

Studio Cypher
Will Emigh, Partner
812-392-4263
will@studiocypher.com

7. Termination:

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

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

City of Bloomington

Studio Cypher

Margie Rice, Corporation Counsel

Signature

City of Bloomington Parks and Recreation

Name, Title

Tim Street, Director

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

C5 Agenda item

Admin. Approval: TS
Date: 4/8/26

TO: Board of Park Commissioners
FROM: Chris Hamric, Facility Manager
DATE: 04/16/2026
SUBJECT: Spear Aquatics Service Agreement
W

Recommendation

Staff recommends approval of the Service Agreement for Spear Aquatics (dba Landmark Aquatics) for \$9,999. This is for startup, shut down, and ongoing service. Specific planned improvements will still be quoted and processed as normal. Funding Source for this agreement are 2204-18-182001-53630, and 2204-18-182002-53630. Both Bryan Park and Mills pool are opening on Saturday May 23.

Background

We have worked with this company for many years. They have always done good work for us.

RESPECTFULLY SUBMITTED,



Chris Hamric, Facility Manager

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks Department
and
Spear Aquatics, LLC.

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks Department (“Department”), by its Park Board (“Board”) (collectively the “City”), and Landmark Aquatics, 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. 2026 Labor Rates are attached to the bottom of this document in Exhibit “D”.

- 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 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. 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	Spear Aquatics, LLC. (dba Landmark Aquatics)
Attn: Chris Hamric, Project Manager	Attn: Bryce Jones
Address 1 401 N. Morton St. #250	Address 112966 N. County Rd. 50 W
Address 2 Bloomington, IN 47404	Address 2 Roachdale, IN 46172
E-mail: chris.hamric@bloomington.in.gov	E-mail:bjones@landmarkaquatic.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.]

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following: on-demand, quoted mechanical repairs for the Parks and Recreation aquatic facilities.

Hourly Labor Rate

Regular Time: Monday - Friday \$155.00 Eight (8) hours day

Overtime: Monday – Friday \$232.50 Hours over 8/day

Weekends: Saturday \$232.50 All hours

Weekends: Sunday \$310.00 All hours

Holidays \$310.00 All hours

Trip Charge: Flat Rate Roundtrip \$203.00

EXHIBIT “B”

PROJECT SCHEDULE

Work will be conducted on an as-needed basis for the 2026 aquatics season after written approval of a quote from Parks and Recreation staff members.

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

C6

Agenda item

Admin. Approval: TS
Date: 4/8/26

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: April 16, 2026
SUBJECT: CONTRACT WITH NATURE’S WAY INC. FOR DOWNTOWN PLANTER IMPROVEMENT PROJECT

Recommendation

Staff recommends approval of this contract with Nature’s Way, Inc. for landscaping services related to the Downtown Planter Improvement (DPI) project.

Total amount: \$106,353.25

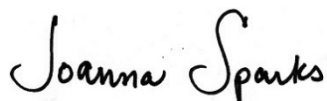
Funding source: 2207-26-260000-53990 - \$100,000

1101-02-020000-53990 - \$6,353.25

Background

This contract includes landscaping and maintenance services to be provided for twenty planters located around the Bloomington Courthouse Square. These services include: mulching, weed removal and watering on a regular basis from May to November. Also included in this contract are planting flowering annuals in four planters in early May and landscaping improvement services for two of the twenty planters, located at the intersection of Kirkwood Avenue and Walnut Street. The existing contents of these two planters will be entirely removed to the base of the planter, disposed of and replaced with new soil, plant material and mulch.

RESPECTFULLY SUBMITTED,



Joanna Sparks, Urban Greenspace Manager

AGREEMENT FOR SERVICES
between
The City of Bloomington
Public Works Department
Parks and Recreation Department
and
Nature’s Way, Inc.

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

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

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

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

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

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

- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed One Hundred Six Thousand Three Hundred Fifty Three Dollars and Twenty Five Cents (\$106,353.25).

Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Joanna Sparks, Urban Greenspace Manager, City of Bloomington, 401 North Morton Street, Suite #250, 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.
- e. **Cyber Attack and Cyber Extortion.**
 - i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
 - ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
 - iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
- f. **Network Security Liability.**
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (per occurrence) of \$10,000.

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Nature’s Way, Inc.
Attn: Joanna Sparks, Project Manager	Attn: Val Zygnowicz
401 North Morton Street, Suite #250	7330 N. Wayport Road
Bloomington, IN 47402	Bloomington , IN 47408
sparkj@bloomington.in.gov	val@naturesway.net

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

- 25. Integration and Modification.** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:
- 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 Nature’s Way, Inc.”

**CITY OF BLOOMINGTON
BY:**

**NATURE’S WAY, INC.
BY:**

Kathleen Mills, Chair DATED
Board of Parks Commissioners

Signature DATE

Tim Street, Director DATED
Parks and Recreation Department

Printed Name

Margie Rice, Corporation Counsel DATED
Legal Department

Title

Elizabeth Karon, President, DATED
Board of Public Works

(Note: Mayor need not sign if contract is at or less than \$5,000.00)
(Note: Corporation Counsel or the Deputy Mayor have authority to sign for Mayor)

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following: The Contractor will provide landscaping and maintenance services for twenty planters located around the Bloomington Courthouse Square. These services include: mulching, weed removal and watering on a regular basis from May to November. Also included in this contract are planting flowering annuals in four planters in early May and landscaping improvement services for two of the twenty planters, located at the intersection of Kirkwood Avenue and Walnut Street. The existing contents of these two planters will be entirely removed to the base of the planter, disposed of and replaced with new soil, plant material and mulch. See cost breakdown and map below:

\$58,332 - Maintenance on 14 original planters (#5, 8, 16-21, 28-33)

\$16,800 - Maintenance on the 4 additional ones (#4, 11, 14, 23)

\$15,700 - Maintenance on the 2 new ones (#36 & 63)

\$2,160 - Annual install on 4 planters (Labor & Materials)

\$13,361.25 - Landscaping refresh for 2 additional planters (#36 & 65)

\$106,353.25 Total Cost



Downtown Planter Improvement Project map

EXHIBIT “B”

PROJECT SCHEDULE

Services to be completed by December 31st, 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

C7

Agenda item

Admin. Approval: TS
Date: 4/8/26

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: April 16, 2026
SUBJECT: CONTRACT FOR MOWING AND TRIMMING SERVICES WITH GREEN DRAGON LAWN CARE, INC.

Recommendation

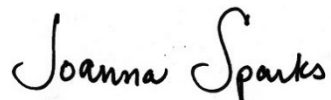
Staff recommends approval of this contract with Green Dragon Lawn Care, Inc. for mowing and trimming services on an as needed basis.

Total amount of contract: \$15,000.00
Funding Source: 2204-18-189500-5399

Background

Green Dragon Lawn Care, Inc. has reliably provided cost effective mowing and trimming services at thirty eight (38) BPRD and PW managed locations since 2015. They recently renewed a contract for the second year that locked in pricing and scope from 2024 to provide these services on twenty one (21) BPRD properties. To add additional mowing support that was not included in the original scope, staff recommends this service agreement to provide mowing and trimming services as needed on other BPRD managed properties, including sections of the B-Line and Bloomington Rail Trail.

RESPECTFULLY SUBMITTED,



Joanna Sparks, Urban Greenspace Manager

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
GREEN DRAGON LAWN CARE, 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 Lawn Care, Inc. (“Contractor”) (collectively the “Parties”).

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

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

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

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

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

3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.0). Contractor shall submit an invoice to the City upon

the completion of all Services. The invoice shall be sent to: City of Bloomington Parks and Recreation Department, ATTN Joanna Sparks, 401 North Morton Street, Suite #250, 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 Parks and Recreation	Green Dragon Lawn Care, Inc.
Attn: Joanna Sparks, Project Manager	Attn: Brian Obery, Owner
401 North Morton Street, Suite #250	PO Box 296
Bloomington, IN 47402	Clear Creek, IN 47426
sparkj@bloomington.in.gov	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.]

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: Contractor will provide mowing and trimming services at various locations throughout the City on an as needed basis from April to November.

EXHIBIT "B"

PROJECT SCHEDULE

Services to be completed by December 31st, 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

C8 Agenda item

Admin. Approval: TS
Date: 4/8/26

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: April 16 2026
SUBJECT: REVIEW AND APPROVAL OF 2026 Ash Tree Treatment for Emerald Ash Borer (EAB)

Recommendation

Staff recommends the approval of this contract with Mother Nature Landscaping to inject 82 ash trees totaling 1650.75 diameter breast height inches around the city of Bloomington to protect them from Emerald Ash Borer.

Amount not to Exceed: 20,000.00
Funding Source: 2204-18-189503-53990 (\$15,000)
2211-18-G25014-53990 (\$5,000)

Background

The City of Bloomington has been committed to preserving Ash trees throughout the city to preserve our tree canopy. Locations being treated this year contain: Bryan Park, 4th , Olcott blvd, Bennington Blvd, Fenbrook, Forrester, Pinehurst, Woodhill, and a few others. This cycle of ash tree treatments was created in conjunction with the recent ash tree health assessment and prior existing treatment cycle information. According to the 10th edition tree trunk formula the trees considered in this cycle have a replacement value of \$391,746 dollars.

RESPECTFULLY SUBMITTED,



Haskell Smith, Urban Forester

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Mother Nature Landscaping INC

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

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

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

 - b. **Term.** This Agreement shall commence on the effective date and expire on the 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 Twenty Thousand Dollars and Zero Cents (\$20,000.00) 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. **Retainage.** [This Section Intentionally Left Blank.]

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

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	Mother Nature Landscaping INC
Attn: Haskell Smith, Urban Forester	Attn: Seth Inman
401 N Morton St Suite 250	4848 S Walnut St Pike
Bloomington, IN 47404	Bloomington IN 47401
smithh@bloomington.in.gov	E-mail: treenerdseth@gmail.com

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

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

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

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

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

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

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

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

[Signatures are on the following page.]

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following: **Emerald Ash Borer injection treatment on the trees listed in the below table.**

Address	Street	Side	On Street	Site ID	DBH
619	E 1st ST	Front	E 1st ST	25252	21
412	E 4th ST	Front	E 4th ST	27507	21
415	E 4th ST	Front	E 4th ST	26741	24
415	E 4th ST	Front	E 4th ST	26757	24
416	E 4th ST	Front	E 4th ST	27514	26
411	E 8th ST	Front	E 8th ST	24995	17.5
413	E 8th ST	Front	E 8th ST	24988	16
4030	E Bennington BLVD	Side	S Brighton CRST	32968	12
2400	E Boston RD	Rear	E Moores PIKE	48492	20
3601	E Edward CT	Front	E Edward CT	33905	21
3317	E Gosport CT	Front	E Gosport CT	34995	11
709	E Grimes LN	Side	S Stull AVE	31592	30
3925	E Hagan ST	Front	E Hagan ST	31983	13
678	E Heather DR	Front	E Heather DR	43388	28.5
3311	E Olcott BLVD	Front	E Olcott BLVD	36670	10.5
3833	E Tamarron DR	Front	E Tamarron DR	36257	10
302	N Rogers ST	Side	W 7th ST	27181	21.5

302	N Rogers ST	Side	W 7th ST	27190	21
418	N Washington ST	Front	N Washington ST	25000	21
701	S Brighton CRST	Front	S Brighton CRST	31943	16
701	S Brighton CRST	Front	S Brighton CRST	31960	19
707	S Brighton CRST	Front	S Brighton CRST	31979	18.25
719	S Brighton CRST	Front	S Brighton CRST	32007	18.5
802	S Brighton CRST	Front	S Brighton CRST	32974	16
808	S Brighton CRST	Front	S Brighton CRST	32971	15.5
814	S Brighton CRST	Front	S Brighton CRST	32953	15.5
819	S Brighton CRST	Front	S Brighton CRST	31954	18
820	S Brighton CRST	Front	S Brighton CRST	32975	15.5
901	S Brighton CRST	Front	S Brighton CRST	32026	19.5
912	S Brighton CRST	Front	S Brighton CRST	32954	23
200	S Bryan AVE	Side	E 4th ST	27641	17
912	S Fenbrook CT	Front	S Fenbrook CT	34781	12.5
916	S Fenbrook CT	Front	S Fenbrook CT	34768	11.25
920	S Fenbrook CT	Front	S Fenbrook CT	34745	12.75
928	S Fenbrook CT	Front	S Fenbrook CT	34719	12.75
929	S Fenbrook CT	Front	S Fenbrook CT	34835	12
937	S Fenbrook CT	Front	S Fenbrook CT	34882	12
940	S Fenbrook CT	Front	S Fenbrook CT	34682	11
944	S Fenbrook CT	Front	S Fenbrook CT	34871	14.5
2901	S Forrester ST	Front	S Forrester ST	35029	25
2901	S Forrester ST	Front	S Forrester ST	35036	23

2901	S Forrester ST	Front	S Forrester ST	35045	23
2901	S Forrester ST	Side	E Gosport CT	35026	29
1001	S Henderson ST	Front	S Henderson ST	29315	30
1001	S Henderson ST	Front	S Henderson ST	29483	33
1001	S Henderson ST	Front	S Henderson ST	29487	23
1001	S Henderson ST	Front	S Henderson ST	29500	19
1001	S Henderson ST	Front	S Henderson ST	29509	27
1001	S Henderson ST	Front	S Henderson ST	29518	34
1001	S Henderson ST	Front	S Henderson ST	29541	23
1001	S Henderson ST	Front	S Henderson ST	29606	34
1001	S Henderson ST	Front	S Henderson ST	29626	36
1001	S Henderson ST	Front	S Henderson ST	29639	25
1316	S High ST	Side	E Viva DR	29991	11
2003	S Olcott BLVD	Front	S Olcott BLVD	33564	13
2920	S Olcott BLVD	Front	S Olcott BLVD	36603	23.25
2924	S Olcott BLVD	Front	S Olcott BLVD	36614	22
2924	S Olcott BLVD	Front	S Olcott BLVD	36625	13
2928	S Olcott BLVD	Front	S Olcott BLVD	36636	21.5
2928	S Olcott BLVD	Front	S Olcott BLVD	36638	19
3005	S Olcott BLVD	Front	S Olcott BLVD	36160	18
1305	S Pickwick PL	Front	S Pickwick PL	30930	11
2703	S Pinehurst DR	Side	S Pine Meadows DR	33075	18
2720	S Pinehurst DR	Front	S Pinehurst DR	33270	14
2724	S Pinehurst DR	Front	S Pinehurst DR	33250	15

351	S Washington ST	Front	S Washington ST	50182	26
900	S Westhill CT	Side	W Woodhill DR	37717	12
819	S Winridge CT	Side	W Woodhill DR	37633	16
830	S Woodlawn AVE	Side	E Maxwell LN	28753	18
1020	S Woodlawn AVE	Front	S Woodlawn AVE	29519	43
1020	S Woodlawn AVE	Front	S Woodlawn AVE	29589	31
1020	S Woodlawn AVE	Front	S Woodlawn AVE	29614	35
101	W 2nd ST	Side	S Walnut ST	37851	38
1100	W 4th ST	Front	W 4th ST	47157	29
1100	W 4th ST	Front	W 4th ST	47176	29
513	W 7th ST	Front	W 7th ST	27272	26.5
2350	W Bloomfield RD	Front	W Bloomfield RD	47625	10
2350	W Bloomfield RD	Front	W Bloomfield RD	47641	10
2350	W Bloomfield RD	Front	W Bloomfield RD	47683	11
1490	W Woodhill DR	Front	W Woodhill DR	37664	17
1494	W Woodhill DR	Front	W Woodhill DR	37635	15
1494	W Woodhill DR	Front	W Woodhill DR	37651	22

Total Trees: 82

Total DBH: 1650.75

EXHIBIT "B"

PROJECT SCHEDULE

All work to complete by 12/31/2026

EXHIBIT "C"

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

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

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

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

Signature

Printed name

EXHIBIT "D"

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

1. The undersigned is the _____ of the Contractor.
(job title)

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

3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."

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

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

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

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

Signature

Printed name

C9 Agenda item

Admin. Approval: TS
Date: 4/8/26w

TO: Board of Park Commissioners
FROM: Rebecca Swift, Operations & Development Division Director
DATE: April 16, 2026
SUBJECT: REVIEW/APPROVAL OF SOMO DEED – ROSE PARCEL ACCEPTANCE

Recommendation

Staff recommends approval of quitclaim deed to acquire 1.1 acres, known as the “Rose Parcel,” located east of the intersection of the Bloomington Rail Trail (BRT) and Rogers Street. The owner has offered to transfer this parcel for a sum \$10.00.

Funding source: 2204-18-189000-53990

Background

The Board approved a similar agenda item to accept a *portion* of this parcel last year. However, the subdivision was not approved by the Monroe County Planning Department, necessitating acceptance of the complete parcel. Since that discovery, the Department has also created (and the Board has approved of) a MOU with Southern Meadows (SOMO) to clarify permanent maintenance responsibilities for the trail bridge -- which continues to span two parcels – and to state the intent to accept this parcel once some dilapidated building ruins were removed from the property. The buildings have been removed, and the Department has determined that it is beneficial to accept this parcel, as it neighbors the new Rail Trail Rogers St. crossing and connects to BPRD-operated trails on two of three sides.

RESPECTFULLY SUBMITTED,



Rebecca Swift, Operations & Development Division Director

LIMITED LIABILITY COMPANY QUIT CLAIM DEED

SOMO DEVELOPMENT COMPANY, LLC, an Indiana limited liability company ("Grantor"), organized and existing under the laws of the State of Indiana, RELEASES AND QUIT CLAIMS to CITY OF BLOOMINGTON, INDIANA, BOARD OF PARK COMMISSIONERS ("Grantee"), organized and existing under the laws of the State of Indiana, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is acknowledged, the following described real estate located in Monroe County, State of Indiana:

A part of the East half of the Northeast quarter of Section Twenty (20), Township Eight (8) North, Range One (1) West, in Monroe County, Indiana, bounded and described as follows, to-wit: Beginning at a point in the westerly line of the right-of-way of the Chicago, Indianapolis and Louisville Railway Company, opposite the center of the South Pier of said Railway Company's bridge across Clear Creek; thence North with the said westerly right-of-way line of said Chicago, Indianapolis, and Louisville Railway Company, Thirty (30) rods and Fourteen and one-half (14 1/2) feet; thence West to a point Fifty (50) feet distance Easterly from the centerline of the Bloomington Southern Railroad, measured at right angle to said centerline; thence Southwesterly parallel to and Fifty (50) feet distant from the said centerline of the said Bloomington Southern Railroad to the center of the Clear Creek Pike Road; thence Southerly along the center of said Clear Creek Pike Road to Clear Creek; thence Northeasterly up and across Clear Creek in a straight line to the point of beginning. Containing .50 acre per Auditor's records.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE:

A part of the East Half of the Northeast Quarter of Section 20, Township 8 North, Range 1 West, Monroe County, Indiana, and being a part of Deed Record 402, pages 99-100, office of the Recorder more particularly described as follows:

Commencing at the southeast corner of said quarter section; thence South 88 degrees 27 minutes 26 seconds West (assumed bearing) 1,123.57 feet along the south line of said quarter section to the centerline of S. Rogers Road; thence North 1 degree 54 minutes 04 seconds East 184.76 feet along said centerline; thence North 3 degrees 01 minute 03 seconds East 115.94 feet along said centerline; thence North 4 degrees 05 minutes 05 seconds East 155.90 feet along said centerline; thence North 3 degrees 37 minutes 08 seconds East 223.18 feet along said centerline; thence North 5 degrees 03 minutes 21 seconds East 10.56 feet along said centerline to the centerline of Clear Creek being the south corner of the grantors' land, also being the point of beginning of this description; thence continuing North 5 degrees 03 minutes 21 seconds East 223.58 feet along the centerline of S. Rogers Road; thence North 5 degrees 31 minutes 55 seconds East 55.09 feet along said centerline to a corner of the grantors' land; thence North 15 degrees 51 minutes 08 seconds East 101.67 feet along the northeastern line of the grantors' land;

thence South 1 degree 43 minutes 14 seconds West 299.82 feet to the southeastern line of the grantors' land; thence South 22 degrees 03 minutes 42 seconds West 24.13 feet along said southeastern line; thence South 33 degrees 05 minutes 02 seconds West 63.61 feet along said southeastern line to the point of beginning and containing 0.208 acre, more or less. The portion of the above-described real estate which is not already embraced within public rights of way contains 0.091 acre, more or less.

Regarding the above-described historical legal description, it is the intention of Grantor to convey and warrant to Grantee the parcel of land which lies south of the land conveyed by CSX TRANSPORTATION, INC., a Virginia corporation, to Monroe County Parks and Recreation Department, by Quitclaim Deed recorded January 14, 1994, in Deed Record 418, page 772 in the office of the Recorder of Monroe County, Indiana.

ALSO, it is the intention of Grantor to convey and quitclaim to Grantee the following parcel of land which is described in a survey prepared by Todd M. Borgman, Indiana Registered Land Surveyor No. 21200021, dated May 2, 2022, and described as follows:

A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 8 NORTH, RANGE 1 WEST AND THE LAND CONTAINED IN DEED BOOK 402, PAGE 99, BOTH IN MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF THE SOUTH PIER OF THE SEABOARD SYSTEM RAILROAD'S BRIDGE ACROSS CLEAR CREEK, THENCE NORTH 83 DEGREES 09 MINUTES 30 SECONDS WEST TO THE WEST RIGHT OF WAY OF SAID RAILROAD 30.00 FEET, THENCE NEXT (3) COURSES ARE ALONG SAID RIGHT OF WAY; (1) THENCE NORTH 06 DEGREES 50 MINUTES 30 SECONDS EAST 15.97 FEET TO THE NORTH LINE OF BLIND SQUIRRELS TYPE 'E' ADMINISTRATIVE SUBDIVISION FINAL PLAT (INSTRUMENT 2022002432) AND TO THE POINT OF BEGINNING; (2) THENCE NORTH 06 DEGREES 50 MINUTES 30 SECONDS EAST 449.11 FEET; (3) THENCE NORTHEASTERLY 44.42 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5759.65 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 07 DEGREES 03 MINUTES 45 SECONDS EAST 44.42 FEET; THENCE NORTH 73 DEGREES 57 MINUTES 01 SECONDS WEST 62.18 FEET TO THE EAST RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTH 16 DEGREES 02 MINUTES 59 SECONDS WEST ALONG SAID RIGHT OF WAY 369.52 FEET TO EAST LINE OF LAND IN INSTRUMENT 2006007290; THENCE SOUTH 01 DEGREES 55 MINUTES 05 SECONDS WEST ALONG SAID EAST LINE 136.154 FEET TO THE SAID NORTH LINE OF SAID PLAT AND THE EXTENSION THEREOF; THENCE SOUTH 81 DEGREES 32 MINUTES 33 SECONDS EAST ALONG SAID NORTH LINE 134.44 FEET TO THE POINT OF BEGINNING, CONTAINING 1.113 ACRES, MORE OR LESS..

Tax Parcel No.: 53-08-20-100-057.000-008
Auditor's Parcel No.: 014-13520-00

SUBJECT TO:

1. Real estate taxes and assessments for the year 2025 due and payable 2026, and all subsequent taxes and assessments.
2. Any and all covenants, conditions, restrictions, agreements, limitations, encumbrances and easements, if any, which are either observable or of record.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records.
4. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
5. All public highways and rights-of-way, and all conditions, restrictions, covenants, encumbrances, and easements, apparent or of record.
6. Sanitary Sewer Easement in favor of E.R.W. Corporation recorded in Deed Record 333, page 223, in the office of the Recorder of Monroe County, Indiana.
7. Sanitary Sewer Easement in favor of E.R.W. Corporation recorded in Deed Record 406, page 688, in the office of the Recorder of Monroe County, Indiana.

The undersigned person(s) executing this deed on behalf of the Grantor represent(s) that such person(s) is/are a duly elected Member(s) of the Grantor; such person(s) has/have been fully empowered by proper resolution to execute and deliver this deed; Grantor has full capacity to convey the real estate described in this deed; and all necessary action(s) for making this conveyance has/have been taken and done.

NOTE: Balance of page left blank intentionally. Signatures and acknowledgements appear on following page(s).

LEGAL DESCRIPTION (AS-SURVEYED)

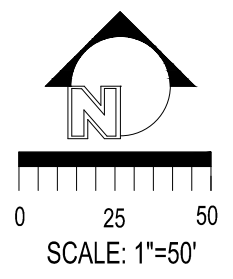
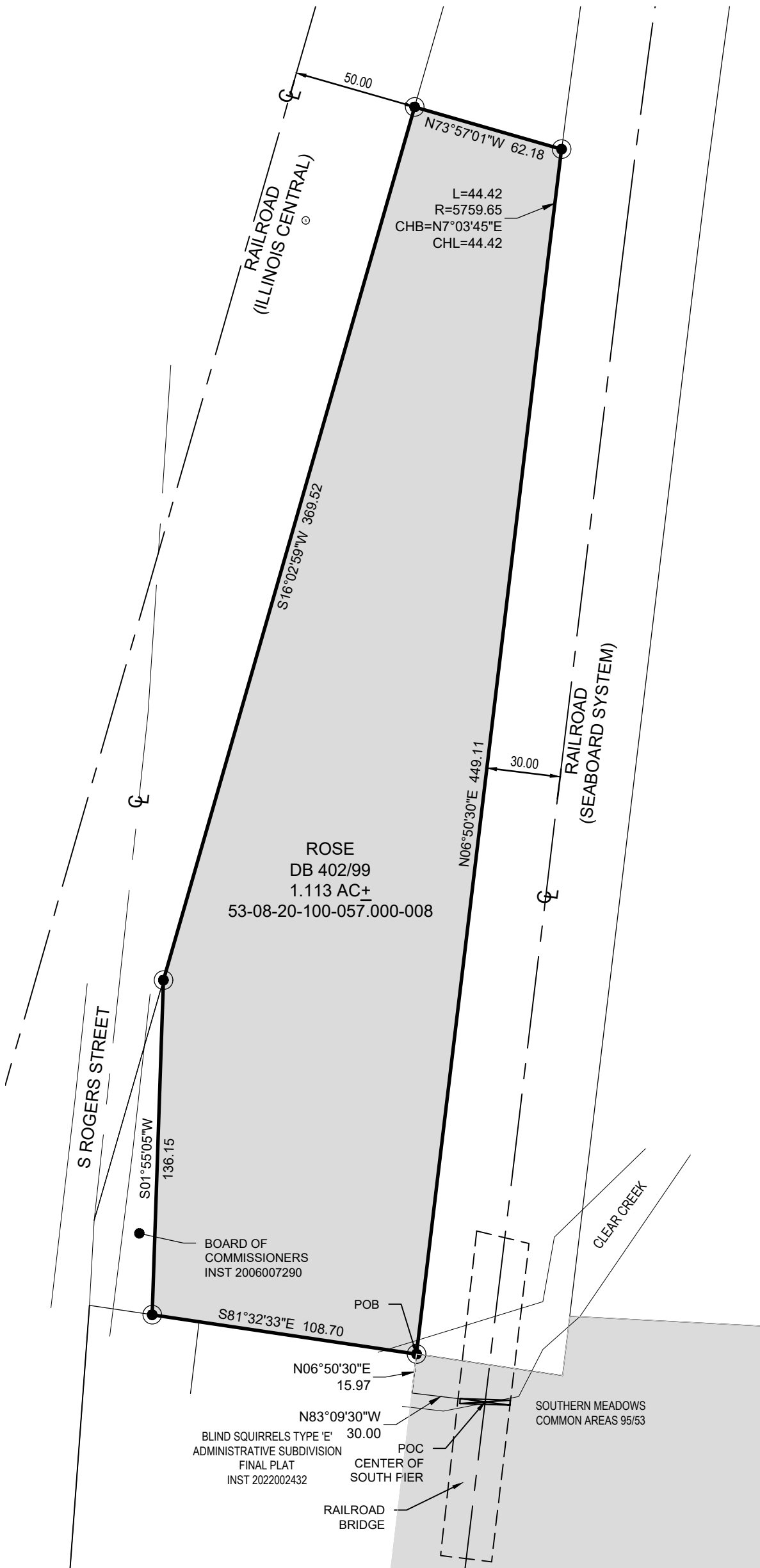
A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 8 NORTH, RANGE 1 WEST AND THE LAND CONTAINED IN DEED BOOK 402, PAGE 99, BOTH IN MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF THE SOUTH PIER OF THE SEABOARD SYSTEM RAILROAD'S BRIDGE ACROSS CLEAR CREEK, THENCE NORTH 83 DEGREES 09 MINUTES 30 SECONDS WEST TO THE WEST RIGHT OF WAY OF SAID RAILROAD 30.00 FEET, THENCE NEXT (3) COURSES ARE ALONG SAID RIGHT OF WAY; (1) THENCE NORTH 06 DEGREES 50 MINUTES 30 SECONDS EAST 15.97 FEET TO THE NORTH LINE OF BLIND SQUIRRELS TYPE 'E' ADMINISTRATIVE SUBDIVISION FINAL PLAT (INSTRUMENT 2022002432) AND TO THE POINT OF BEGINNING; (2) THENCE NORTH 06 DEGREES 50 MINUTES 30 SECONDS EAST 449.11 FEET; (3) THENCE NORTHEASTERLY 44.42 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5759.65 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 07 DEGREES 03 MINUTES 45 SECONDS EAST 44.42 FEET; THENCE NORTH 73 DEGREES 57 MINUTES 01 SECONDS WEST 62.18 FEET TO THE EAST RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTH 16 DEGREES 02 MINUTES 59 SECONDS WEST ALONG SAID RIGHT OF WAY 369.52 FEET TO EAST LINE OF LAND IN INSTRUMENT 2006007290; THENCE SOUTH 01 DEGREES 55 MINUTES 05 SECONDS WEST ALONG SAID EAST LINE 136.154 FEET TO THE SAID NORTH LINE OF SAID PLAT AND THE EXTENSION THEREOF; THENCE SOUTH 81 DEGREES 32 MINUTES 33 SECONDS EAST ALONG SAID NORTH LINE 108.70 FEET TO THE POINT OF BEGINNING, CONTAINING 1.113 ACRES, MORE OR LESS.

LEGEND

◊	RR SPIKE	M	MEASURED
⊠	STONE	P	PLATTED
●	REBAR	R	RECORD
○	IRON PIPE	FRB	FOUND REBAR
△	MAG NAIL	SRB	SET REBAR
⊙	FENCE POST	FIP	FOUND IRON PIPE
⊥	T-POST	FRS	FOUND RAILROAD SPIKE
		FMAG	FOUND MAG NAIL
		SMAG	SET MAG NAIL
		B/C	BUILDING CORNER
		FND	FOUND
		PDO	POSSIBLE DEED OVERLAP
		PDG	POSSIBLE DEED GAP
		BG	BELOW GRADE
		AG	ABOVE GRADE
		ASPH	ASPHALT
		GRAV	GRAVEL
		CONC	CONCRETE

BASIS OF BEARINGS:
INDIANA STATE PLANE,
WEST ZONE



Smith Design Group, Inc.

 2755 E. Canada Dr., Ste. 101
 Bloomington, Indiana, 47401
 P: 812-336-6536
 W: smithdginc.com
 Job: 6064
 Date: 5/20/22 Page: 1/2
Copyright Smith Design Group, Inc. 06/02/14 All Rights Reserved

C10 Agenda item

Admin. Approval: TS
Date: 4/8/26

TO: Board of Park Commissioners
FROM: Rebecca Swift, Operations & Development Division Director
DATE: April 16, 2026
SUBJECT: REVIEW/APPROVAL CONTRACT WITH CONVERGINT FOR ADAMS ST OPS CENTER GATE SECURITY SYSTEM INSTALL

Recommendation

Staff recommends approval of this service agreement with Convergent to provide and install access control equipment for one (1) vehicle, including enclosure, power supply, card reader, gate pedestal, gate contacts, cabling, system programming, and one (1) camera mounted on the existing Operations Center building to monitor and record vehicle activity at the gate

Amount: \$15,321

Funding source: 2211-18-189000-53990

Background

This contract is necessary to implement a complete, functional access control and monitoring system at the Operations Center security gate. It provides the equipment and programming needed to manage authorized entry through card reader access, while integrating gate contacts and controls to ensure the system operates safely and reliably. The inclusion of a camera allows for real-time monitoring and recording of vehicle activity, adding an important layer of security, accountability, and incident documentation. Together, these components enhance protection of City staff and assets, improve operational oversight, and ensure the facility meets modern security standards.

RESPECTFULLY SUBMITTED,



Rebecca Swift,
Operations & Development Division Director

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
DGI Investment Intermediate Holdings 2, Inc, d/b/a Convergent 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 Convergent (“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 30th day of June, 2026.

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

3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Fifteen Thousand Three Hundred Twenty One (\$15,321) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Rebecca Swift, City of Bloomington, 401 N. Morton St. Suite 250 Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:	TO CONTRACTOR:
City of Bloomington	Convergint
Attn: Rebecca Swift, Project Manager	Attn: Dave Ruiz
401 N. Morton St. Suite 250	9750 E 150 th St.
Bloomington, IN 47404	Noblesville, IN 46060
Rebecca.swift@bloomington.in.gov	E-mail: dave.ruiz@convergint.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.]

EXHIBIT "A"
SCOPE OF WORK

The Services shall include the following:



9750 E 150th St, Noblesville, Indiana 46060
Mobile 574-265-1964
dave.ruiz@convergint.com

March 16, 2026

City of Bloomington
Adam St Ops Center
545 S Adams St
Bloomington, Indiana 47403
Attention: Mike Crump

Quotation: DR15905447P

Reference: **Adams St Ops Center Gate Security**

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

Vehicle Gate Access Control and Camera Installation

Project Description

Convergent will provide and install access control equipment for one (1) vehicle gate, including enclosure, power supply, card reader, gate pedestal, gate contacts, cabling, system programming, and one (1) camera mounted on the existing Operations Center building to monitor and record vehicle activity at the gate.

Convergent Responsibilities

Convergent shall be responsible for the following:

- Provide and install one (1) access control enclosure with power supply.
 - Provide and install one (1) card reader.
 - Provide and install gate position contacts.
 - Provide, furnish, and install one (1) gate pedestal (installation and mounting).
 - Provide and install one (1) camera mounted on the Operations Center building to monitor vehicle access at the gate.
 - Mount all access control devices and camera associated with the vehicle gate.
 - Pull and install all required low-voltage cabling from the enclosure to the gate and Operations Center camera location, utilizing existing pathways.
 - Terminate and label all installed cabling.
 - Program and configure the access control system and camera for proper operation.
 - Test and verify system functionality upon completion.
-

Customer / Other Contractor Responsibilities

The Customer and/or other designated contractors shall be responsible for the following:

- Provide all required network drops.
 - Provide and install all conduit, underground pathways, and raceways.
 - Provide all concrete footings, pads, and foundations required for the gate pedestal.
 - Ensure adequate power is available at the designated equipment location.
 - Provide access to all work areas during installation.
-

Exclusions

The following items are excluded from this scope unless otherwise noted in writing:

- Civil, concrete, trenching, or asphalt work
 - Concrete footing or foundation for gate pedestal
 - Underground conduit or pathway installation
 - Network infrastructure installation
 - Electrical work beyond low-voltage connections
 - Modifications to existing gate hardware or operators
-

Assumptions

- All conduit, underground pathways, and concrete foundations will be completed prior to Convergint's installation.
- All pathways and network infrastructure will be in place prior to installation.
- Work will be performed during normal business hours unless otherwise agreed.
- Site conditions will allow for standard installation practices.
- Customer will provide necessary system access and credentials for programming.
- The Operations Center building surface designated for camera mounting will be structurally sound and accessible at the time of installation.



Device Hardening (reduce cyber risk)

Convergent may provide Device Hardening services for certain qualifying and scoped equipment. Services may include disabling unused & non-essential device features, disabling unused network comms (e.g., services, ports), changing default passwords, and updating firmware. The hardening services provided will depend on the equipment being installed, equipment capabilities, and manufacturer-provided permissions and recommendations. Not all equipment may receive hardening. Ask your Convergent contact for details on qualifying equipment and the hardening services being provided.

These are one-time services — ask your Convergent contact for information on how Convergent can provide ongoing support.

Convergent cannot guarantee the security of the devices it installs or of Customer’s IT environment, no networked system is completely secure, and Customer remains ultimately responsible for its IT environment.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1		Head-End			
2	1.00	J7-7BCDEHT C	75w 12v 24v Dv 8lk 8aux E4ht4c	\$ 1,376.35	\$ 1,376.35
3	1.00	LNL-M2220	Intelligent Dual Reader Controller size (6 (152mm) W x 8 (203mm) L x 1 (25mm)H); maximum of 32 devices, On-board Ethernet, Dual Path capability, on-board two door control, OSDP Secure Channel, Wiegand or F2F; eight inputs, four outputs, cabinet tamper and power fault input monitors. Requires OnGuard 7.5 or higher for Legacy Mode support, and OnGuard 8.3 or higher for Native Support.	\$ 2,470.59	\$ 2,470.59
4	1.00	BCH-D126	BATTERY 12V 7 AH	\$ 46.32	\$ 46.32
5		Gate Equipment			
6	1.00	5375AGN 00	MAXIPROX WIEGAND, GRAY, TERMINAL, LEAD FREE	\$ 985.10	\$ 985.10
7	1.00	GRI-4400A	Surf Mt/3 Armored Cable/CI Loop	\$ 48.13	\$ 48.13
8	1.00	8450-3	GATE MOUNT KIT	\$ 67.29	\$ 67.29
9	1.00	PM-489C	48 Pedstl,Pad Mnt,Stl,Blk	\$ 180.86	\$ 180.86
10	1.00	PM-HDCS14X1 4	Hood, Square 14 X 14 X 3	\$ 191.16	\$ 191.16



Line	Qty	Part	Description	Unit Price	Extended Price
11	Cable				
12	1.00	416400W BT	22-06 Overall-Shielded Stranded Non-Plenum Water-Block-Tape Gry Jkt	\$ 442.65	\$ 442.65
13	1.00	727310VN Q	18-04 UNS STR DB TC Quad -Blk Jkt	\$ 942.65	\$ 942.65
14	Camera				
15	1.00	HAN- QNV- C8013R	WISENET Q MINI NETWORK OUTDOOR VANDAL DOME CAMERA 5MP @ 30FPS FIX LENS 3MM (H:	\$ 397.05	\$ 397.05

Equipment Total	\$	7,148.15
Total Labor	\$	6,747.06
Other Costs	\$	782.23
Freight/Warranty	\$	643.34
Tax if applicable	\$	0.00
Total Project Price	\$	15,320.78

Tariff Contract Clause:

Pricing is based on current market conditions and does not include any potential tariffs, duties, or manufacturer-imposed surcharges that may arise during the project. If such costs are incurred due to changes in trade policies, supply chain disruptions, or other external factors beyond Convergent's control, Convergent will assess their impact and submit a formal change order for review. These costs will be communicated transparently, and project continuation may require an adjustment to the budget accordingly. Customer's agreement to the change request will not be unreasonably withheld.

Supply Chain Delays & Price Adjustments:

Customer acknowledges that supply chain disruptions and shipping delays may occur for reasons beyond Convergent's reasonable control and agrees to grant reasonable extensions for such delays. Pricing is based on current market conditions and excludes increases due to tariffs, duties, manufacturer-imposed surcharges, or other cost increases arising from trade policy, regulatory actions, or external factors beyond Convergent's control. If such cost increases arise, Convergent will submit a formal change order, and Customer agrees to approve reasonable adjustments. Convergent will use commercially reasonable efforts to minimize such increases.



Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Supply Chain Delays & Price Adjustments: Customer acknowledges that supply chain disruptions and shipping delays may occur for reasons beyond Convergent's reasonable control and agrees to grant reasonable extensions for such delays. Pricing is based on current market conditions and excludes increases due to tariffs, duties, manufacturer-imposed surcharges, or other cost increases arising from trade policy, regulatory actions, or external factors beyond Convergent's control. If such cost increases arise, Convergent will submit a formal change order, and Customer agrees to approve reasonable adjustments. Convergent will use commercially reasonable efforts to minimize such increases.

REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGENT-INSTALLED SYSTEM: See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergent.com/terms.

IMPORTANT NOTICE

You requested that Convergent provide you with certain security and safety products and services.

By using these products and services, you acknowledge that:

- **Under no circumstances should Convergent-provided products and services be your sole method of security or safety.** Effective security and safety require a multi-layered approach involving people, processes, and technologies. Convergent-provided products and services do not guarantee security or safety, will not detect or prevent all threats or risks all the time (including threats they are designed to detect), and will not ensure overall safety and security. You are ultimately responsible for your people, premises, and property, including for maintaining an effective response plan and promptly implementing your response plan in response to alarms or threats.
- **All security products and services have limitations.** No product or service can guarantee safety or security. It is your responsibility to ensure you are informed about product or service limitations and that you regularly test and validate the products and safety plans. Reach out to your Convergent account executive to learn how our support services can help. And if you have a service plan, you are responsible for promptly notifying Convergent in the event of any defect, malfunction, or performance issue with the products and services.
- **Various factors can impact product performance.** Selecting products and settings may involve tradeoffs between the level of security and safety on the one hand and speed, convenience, and cost on the other hand. Convergent can give you guidance, but you are ultimately responsible for selecting products and settings based on your organization's risk profile and tolerance.
- **The products are made by third-party manufacturers, not Convergent.** You are bound by and must use, test, and maintain the products in accordance with the manufacturer's terms and instructions. Convergent does not independently validate the accuracy of claims or statements made by manufacturers, and makes no assurances regarding their accuracy. You are responsible for using the products and services in compliance with laws and regulations applicable to you or as permitted in your jurisdiction.
- **All products and services are governed exclusively by a final agreement.** No advertisement, literature, brochure, website, or statements made during the sale process or otherwise (whether orally or in writing) should be interpreted as a promise, warranty, or other assurance.
- **You have reviewed the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergent.com/terms.**

Performance Items

Items Included	
Applicable Taxes	Freight (prepaid)
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Low Voltage Wire	Material (listed in the BOM)
Mounting/Termination of Proposed Devices	One-Year Warranty on Labor
One-Year Warranty on Parts	Owner to Provide Static IP Addresses
Owner Training	Project Management
System Programming	Testing of all Proposed Devices
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Attend General Contractor Project Meetings
Attend Owner Project Meetings	Authority having Jurisdiction permit drawing (requires customer CAD)
Cable	Ceiling Tiles and Ceiling Grid Repairs
Connection to Building Fire Alarm Panel	Correction of Wiring Faults Caused by Others
Door wiring typical connections	Electrical Installation Permit
Electrified Door Locking Hardware	Engineering and Drawings
Equipment rack layout drawing	FA Permit and Plan Review Fees
Fire Stopping (Excludes Existing Penetrations)	Fire Watch
Floor Coverings for Lifts	Floor plan with device placement and numbering (requires customer CAD)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Network Cabling to Card Readers	Installation of Network Cabling to IP Cameras
Installation of Network Cabling to IP Intercoms	Installation of Specialty Backboxes
Installation of Terminal Cabinets	Installation of Video Recorders (DVR/NVR)
Installation of Wire and Cable	Installation of Wire Hangars
Lifts	Loading Software on Customer Provided Computer
Low Voltage Permits	On-Site Lockable Storage Facility
Operations & Maintenance Manuals	Owner to Provide DHCP Lease Reservations for Network Connected Devices
Panel Wall Elevation drawing (may require customer CAD)	Panel wiring with point to point connections
Patch and Paint	Payment & Performance Bonds
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Converjnt	Servers by Others
Specialty Backboxes	Submittal Drawings
System Engineering	System is Design-Build
System Meets Plans/Drawings	Terminal Cabinets
Termination of Control Equipment Enclosures	Vertical Core Drilling
Wire	Workstations by Converjnt
Workstations by Others	



Total Project Investment:

\$ 15,320.78

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Dave Ruiz

Convergent
Dave Ruiz

By signing below or accepting the services described in this proposal, Customer accepts and agrees to this proposal, including the enclosed Terms and Conditions, along with any addendums or exhibits that may be attached or referenced therein. Any additional or contrary terms, including on a Customer PO, are expressly rejected. By signing, you represent and warrant that you have authority to accept this proposal on behalf of Customer.

Mike Crump
Customer Name (Printed)

March 16, 2026
Date

Authorized Signature

Title

EXHIBIT "B"

PROJECT SCHEDULE

All services will be complete by June 30, 2026.

EXHIBIT "C"

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

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

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

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

Signature

Printed name

EXHIBIT “D”

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

1. The undersigned is the _____ of the Contractor.
(job title)

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

3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”

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

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

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

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

Signature

Printed name

C11 Agenda item

Admin. Approval: TS
Date: 4/8/26

TO: Board of Park Commissioners
FROM: Rebecca Swift, Operations & Development Division Director
DATE: April 16, 2026
SUBJECT: REVIEW/APPROVAL CONTRACT WITH PRECISION QUALITY
CONTRACTING FOR ELECTRICAL SYSTEM UPGRADES AT OPS CENTER

Recommendation

Staff recommends approval of this service agreement with Precision Quality Contracting (PQC) to provide and install the conduits, drill gate box, building cores, and electrical components needed to power the new Adams St Ops Center Security Gate.

Amount: \$7,638

Funding source: 2211-18-189000-53990

Background

This contract is necessary because it provides the essential infrastructure needed to make the new security gate fully functional, secure, and reliable. These improvements enhance site security by allowing controlled entry, protect City assets and staff, and increase daily operational efficiency. Additionally, proper installation ensures compliance with safety standards and positions the facility for future upgrades, making it a valuable long-term investment in the Operations Center.

RESPECTFULLY SUBMITTED,



Rebecca Swift,
Operations & Development Division Director

AGREEMENT FOR SERVICES

between

The City of Bloomington Parks and Recreation Department

and

Precision Quality Contracting

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 Precision Quality Contracting (“Contractor”) (collectively the “Parties”).

6/30/

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 30th day of June, 2026.

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

3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Seven Thousand Six Hundred Thirty Eight (\$7,638) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Rebecca Swift, City of Bloomington, 401 N. Morton St. Suite 250 Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

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

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

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

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

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

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

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

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

the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Precision Quality Contracting
Attn: Rebecca Swift, Project Manager	Attn: Dave Tesmer
401 N. Morton St. Suite 250	317 N. Vine St.
Bloomington, IN 47404	Greencastle, IN 46135
Rebecca.swift@bloomington.in.gov	E-mail: davet@precisionqc.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.]

EXHIBIT "A"
SCOPE OF WORK

The Services shall include the following:

Company Name

Quality you can count on

317 N. Vine St.
Greencastle, In. 46135
Phone 765-301-9669
iPhone 765-720-0933
davet@precisionqc.com

TO

Rob Cronk
City of Bloomington
Rob.cronk@bloomington.in.gov
Phone 812-349-3417

Quote

Quote # 360-1

DATE **3/19/2026**

545 S Adams St, Bloomington

Unit Code	Unit Description	Price	Units	Total Price
Labor	Open dig 1x30' & 1x20' trench	\$1,600.00	1	\$1,600.00
Labor	Install 2x2' sch40 conduit & 1x1' conduit & drill gate box	\$1,300.00	1	\$1,300.00
Labor	Building cores	\$350.00	3	\$1,050.00
Labor	Install 3/4 electrical conduit	\$875.00	1	\$875.00
Labor	Install 4 runs of CAT6 and terminate	\$575.00	1	\$575.00
Material	Project material	\$2,237.50	1	\$2,237.50
Total				\$7,637.50

Make all checks payable to Company Name

Payment is due within 30 days.

If you have any questions concerning this quote, please contact **Dave Tesmer | 765-301-9669 | davet@precisionqc.com**

EXHIBIT “B”

PROJECT SCHEDULE

All services will be complete by June 30, 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

D1

Agenda item

Admin. Approval: Initials

Date: Approval date

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: April 16, 2026
SUBJECT: 2025 Annual Report Draft

Recommendation

No action requested of the Board at this time.

Background

Parks and Recreation annually produces a report of the Department's accomplishments, program participation, and unaudited financial data. The version presented at the April Park Board meeting is the report draft for review. The final Annual Report will be formally presented to the Park Board for adoption at the regular May meeting.

RESPECTFULLY SUBMITTED,



Julie Ramey, Community Relations Manager

D2

Agenda item

Admin. Approval: TS
Date: 4/9/26

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: April 16, 2026
SUBJECT: 2026-2030 Master Plan Draft

Recommendation

No action requested of the Board at this time.

Background

The 2026-2030 Master Plan for Bloomington Parks and Recreation has been completed. A year of engagement, study, and interaction with staff members, residents, elected officials, and others has led to the creation on this comprehensive report that will guide the Department for the next five years. The draft report is being presented tonight for final feedback and questions in anticipation of a final report being presented for adoption at the May Board of Park Commissioners meeting.

RESPECTFULLY SUBMITTED,



Tim Street, Director