



AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Thursday, May 15, 2025 5pm-6:30pm
Council Chambers, 401 N Morton St, Bloomington, IN
Zoom

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

A1	Approval of Minutes of April 22, 2025 Regular Meeting	
A2	Approval of Claims Submitted April 21, 2025 through May 14, 2025	
A3	Approval of Non-Reverting Budget Amendments	
A4	Review of Business Reports	
A5	Review/Approval of Credit Card Refunds	
A6	Approval of Surplus	
A7	Approval of Partnership with Summer Star Foundation for Banneker Nature Club	Heidi Shoemaker
A8	Approval of Partnership for Bug Fest 2025	Heidi Shoemaker
A9	Approval of Agreement with Professional Golfcar Corp. - 4 th of July Parade	Bill Ream
A10	Approval of Partnership with Monroe County Fairgrounds for Touch-a-Truck	Bill Ream
A11	Approval of Partnership with Special Olympics	Amy Shrake
A12	Approval of Agreement with Marshall Security for 4 th of July Parade	Bill Ream

B. PUBLIC HEARINGS/APPEARANCES

B1	Bravo Award – Jill Abram	Caleb Poer
B2	Staff Intro – Mary Welz, Natural Resource Manger	Mary Welz

C. OTHER BUSINESS

C1	Approval of Partnership Downtown Bloomington Inc. for 4 th of July Parade	Bill Ream
C2	Approval of Agreement with Southside Rental for 4 th of July Parade & Holiday Market	Bill Ream
C3	Approval of Partnership Lake Monroe Sailing Association	Amy Shrake
C4	Approval of Partnership with US Fish and Wildlife Services for pollinator programs	Joanna Sparks
C5	Approval of Agreement Frontier Fire Protection	Daren Eads
C6	Approval of Agreement with HFI for Rose Hill plumbing	Amy Leyenbeck
C7	Approval of Agreement with Price Electric for Bryan Park Tennis Lights	Satoshi Kido
C8	Approval of Agreement with Pepsi for beverage contract	Satoshi Kido
C9	Approval of Agreement with White Buffalo Inc. for Griffy Deer Hunt 2025	Mary Welz
C10	Approval of Partnership with Bloomington North High School at Cascades Golf Course	Jason Sims
C11	Policy Updates – Park Hours Policy 13080 - Cemeteries	Rebecca Swift

D. REPORTS

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E. PUBLIC COMMENT

ADJOURNMENT

This meeting may also be accessed electronically via Community Access Television or Zoom, allowing for remote public attendance and participation. The public attending electronically are encouraged to send remote submissions of public comment (via email, to (tim.street@bloomington.in.gov)).

The meeting may accessed virtually at the following link:

<https://bloomington.zoom.us/j/86482677037?pwd=FbXqY3ZV4zh53unRp9Ubl8exheGJAn.1>

Meeting ID: 864 8267 7037

Passcode: 934660

Find your local number: <https://bloomington.zoom.us/j/kblyTAXGoN>



A-1 May 15, 2025

City of Bloomington Board of Park Commissioners
 Regular Meeting: Tuesday, April 22, 2025, 4pm-5:30pm
 Council Chambers, 401 N Morton St, Bloomington, IN
 Zoom

CALL TO ORDER - ROLL CALL

The meeting was called to order by Kathleen Mills at 4:12pm
 Present: Kathleen Mills, Ellen Rodkey,
 Virtual: Jim Whitlatch
 Absent: Israel Herrera

A. CONSENT CALENDAR

A1	Approval of Minutes of March 25, 2025 Regular Meeting
A2	Approval of Claims Submitted March 24th through April 21, 2025
A3	Approval of Non-Reverting Budget Amendments
A4	Review of Business Reports
A5	Review/Approval of Credit Card Refunds
A6	Approval of Surplus
A7	Agreement with Value Fence for Winslow Sports Park fence repairs
A8	Agreement with Commercial Service for Banneker preventive maintenance
A9	Agreement with Frontier for Banneker check valve repairs
A10	Agreement with Steve's Welding for Griffy boat launch repairs
<i>Ellen Rodkey made a motion to approve the Consent Calendar. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 3-0.</i>	

B. PUBLIC HEARINGS/APPEARANCES

None

C. OTHER BUSINESS

C1	<p><u>Tim Street, Director</u> presented Resolution 25-02: Acceptance of Hopewell Commons. Resolution 25-02 mirrored similar resolutions passed by the Redevelopment Commission assigning ongoing responsibilities to the Bloomington Parks and Recreation for the park area, Hopewell Commons, of the Hopewell East phase of redevelopment. An official transfer of the ownership of the parcels would follow. Temporary Pickle Ball Courts will be operated until lots are sold in the future. Staff recommended approval of Resolution 25-02.</p> <p><i>Ellen Rodkey made a motion to approve Resolution 25-02 Acceptance of Hopewell Commons. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C2	<p><u>Hsiung Marler, General Manager Switchyard Park</u> presented the agreement with Chef for Hire. BPRD wished to provide food to campers at the Banneker Camp summer program. Vendor would provide vended, prepackaged meals that would meet the USDA Summer Food Service Program requirements for 80-100 participants. As part of the USDA summer food service program, Banneker would be reimbursed for every meal served. Staff recommended approval of the agreement with Chef for Hire, in an amount not to exceed \$15,000. Funding was pending grant funding from USDA.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Chef for Hire for Banneker summer camp. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C3	<p><u>Bill Ream, Community Events Coordinator</u>, presented the agreement with Get Out Bloomington. BPRD wished to continue the partnership with Get Out Bloomington for the sixth year. The partnership would provide the community with an opportunity to participate in solving puzzles and challenges during the Escape Room 2025 event, known as the Escape from Oz. Staff recommended approval of the partnership with Get Out Bloomington. Revenue would be split</p>

	<p>50/50, BPRD portion would be deposited in Community Events Non-Reverting fund. Revenue was not to exceed \$2,200.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Get Out of Bloomington for 2025 Escape Room. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C4	<p><u>Satoshi Kido, Sports Division Director</u> presented the MOU with Economic & Sustainable Development Department (ESD). BPRD and ESD wished to collaborate during the 2025 outdoor swim season to offer free access to the city's two outdoor pools on Fridays, Saturdays and Sundays when the AccuWeather RealFeel® temperature was 90° or higher. ESD had committed to \$100,000.00 for admission to Stay Cool Bloomington Days at City Pools. Staff recommended approval of the MOU with ESD.</p> <p>Board Comments: <i>Kathleen Mills inquired: how would the public be informed it would be a Stay Cool Day. Satoshi Kido responded: the public would be notified through the Sports hotline and it would be posted on Social Media. Ellen Rodkey inquired: when would the Stay Cool Program begin. Satoshi Kido responded: the program would begin when the pools opened and above 90°.</i></p> <p><i>Ellen Rodkey made a motion to approve the MOU with Economic & Sustainable Development Department for Stay Cool Bloomington. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C5	<p><u>Rebecca Swift, Operations & Development Division Director</u> presented the agreement with Aquatic Control. BPRD wished to continue vegetation management at Griffy Lake. The contractor would create and update the Griffy Lake aquatic vegetation management plans after completing a Tier II survey, and would treat invasive Eurasian milfoil. Staff recommended approval of the agreement with Aquatic Control in an amount not to exceed \$8,050. Funding for the project would be 20% from Natural Resources Non-Reverting Fund, and 80% through DNR LARE Grant.</p> <p>Board Comments: <i>Ellen Rodkey inquired: what was Eurasia milfoil. Rebecca Swift responded: an aggressive invasive plant that is submerged, but can grow very tall and sometimes can be seen from the surface. It impacts recreation activities, but also out competes with native species and crowd's fish. Ellen Rodkey inquired: how long have we had the program. Rebecca Swift responded: we have partnered with Aquatic Control since 2004, and have applied for the LARE funding since 2002, but are not always award those funds.</i></p> <p><i>Ellen Rodkey made a motion to approve the agreement with Aquatic Control for Griffy aquatic invasives surveying and treatment. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C6	<p><u>Rebecca Swift, Operations & Development Division Director</u> presented the agreement with Bluestone Tree. Due to the amount of accumulated green waste debris, BPRD wished to have a vendor horizontal grind and remove 100+ tons green waste at the City Nursey. Staff recommended approval of the agreement with Bluestone Tree in an amount not to exceed \$17,165.00. Funding for the project would be \$8,000.00 from Urban Forestry General fund and \$9,165.00 from Public Works fund.</p> <p>Board Comments: <i>Ellen Rodkey inquired: if the mulch was kept for department projects. Rebecca Swift responded: yes.</i></p> <p><i>Ellen Rodkey made a motion to approve the agreement with Bluestone Tree for green waste yard grinding. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C7	<p><u>Rebecca Swift, Operations & Development Division Director</u> presented the agreement with Engledow. Due to the retirement of a long time employee, there was a need for professional irrigation support. Vendor would provide irrigation startup, monthly inspections and emergency repairs as need, and possible irrigation winterization services for irrigation system at Switchyard Park. Staff recommended approval of the contract with Engledow Group in an amount not to exceed, \$15,441. Funding for the services would be from Switchyard Park General Fund.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Engledow for Switchyard irrigation support. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>

C8	<p><u>Rebecca Swift, Operations & Development Division Director</u> presented the Review of Property Acceptance: Southern Meadows connector rail bridge. Staff recommended acceptance of the 1.1 acres located approximately 350ft southeast of the intersection of the Bloomington Rail Trail (BRT) and Rogers Street. The owner had offered to transfer the parcel to Bloomington Parks and Recreation Department for a sum of \$10.00. Acquiring the property would connect the BRT to the new Southern Meadows (SOMO) neighborhood and Clear Creek Elementary School. SOMO would maintain the trail south of the bridge. The bridge had been inspected and found to be structurally sound.</p> <p><i>Ellen Rodkey made a motion to approve the acceptance of Southern Meadows 1.1 acres located approximately 350ft southeast of intersection of the Bloomington Rail Trail. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C9	<p><u>Tim Street, Director</u> presented the review of requested no-build easement. A fire inspection revealed the need for a “no build” easement on the north side of The Retreat, an affordable housing development in part subsidized by the City of Bloomington HAND. Which encroached by 22’ into the portion of Switchyard Park that was home to “Berm 16”. Due to environmental contamination and capping concerns, the City had no plans to build in the area. Staff recommended conceptual approval of the 13’ wide “no build” easement on the east side of Switchyard Park. Document would follow.</p> <p><i>Ellen Rodkey made a motion for the conceptual approval of the no-build easement at Switchyard Park. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C10	<p><u>Tim Street, Director</u> presented the agreement with Everywhere Signs. Due to age and wear, staff wished to have custom vehicle wraps replaced on two Banneker Community Center buses. The wrapped buses were easier to identify during pick-ups, drop-offs, and field trips creating a smoother and safer experience, while providing high-visibility advertisement for Banneker’s program. Staff recommended approval of the contract with Everywhere Signs in an amount not to exceed \$12,560.</p> <p>Board Comments: <i>Kathleen Mills inquired: on the how long the wraps lasted. Tim Street responded: the previous ones had lasted five to six years.</i></p> <p><i>Ellen Rodkey made a motion to approve the agreement with Everywhere Signs for two bus wraps. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>

D. REPORTS

D1	<p><u>Becky Higgins, Recreation Division Director</u> presented the Community Events 2025 Season Preview</p> <p>Programs highlighted: Winter Palooza, Artic Adventure, Pet Expo, Spring Break Series, Corazon de Jaripeo, Community Gardens programs, Health and Wellness programs, Farmers’ Market, International Festival, Community Zoo by You, Mad Paws Doggie Egg Hunt, Children’s Expo, 50+ Expo, Nature Sounds, Flights of Fancy, Summer Launch Party, A Fair of the Arts, Performing Arts Series, Touch a Truck, Escape from OZ, Rainbow Rink Skate Night, Adult Field Day, Touch a Truck at the Fair, 4th of July Parade, Drool in the Pool, Junk in the Trunk, Glow Week, Trick or Treat Trail, Festival of Ghost Stories, Pumpkin Launch, Dearly Departed, Howl at the Moon, Skate & Scare, Holiday Market, Sensory Santa, Santa Paws, and Skate with Santa.</p>
D2	<p><u>Rebecca Swift, Operations & Development Division Director</u> introduced Environmental Resources Advisory Council (ERAC) 2024 Chair, Denise Gardiner.</p> <p><u>Denise Gardiner presented</u> the 2024 Annual Report. Topics and initiative discussed by the 9 voting members, and one ex-officio member council were:</p> <p>Bloomington Bicentennial Gateway Sign, the lighting and its effect on birds, the council had been pleased with the final design and the removal of invasive pear trees at that site.</p> <p>Projects at Hopewell, Building and Trades Park, and the Duke Power Line Trail. Plans had been shared with ERAC, giving council an opportunity to look at blueprints and discusses environmental or logistical impacts.</p>

	<p>Management Plans at Millers Showers, Griffy, and Rogers Family Park were discussed as well as throughout the parks system.</p> <p>The research and discussion that took place with DNR Representative, regarding possibility of stocking Giffy lake with non-native trout. Due to results from research, DNR recommended against the proposal.</p> <p>Attention that was given to native plants, and its progress throughout the parks.</p> <p>The deer management plan and deer browse study.</p> <p>The new project, Griffy Lake insect inventory.</p> <p>Content of educational programs that were offered.</p>
D3	<p><u>Tim Street Director</u> presented the Final Report on 2024 Strategic Goals The report included 115 goals, 81 of which (70%) were completed or substantially completed. Another ten were in progress and would be completed in near future, and 24 were incomplete unable to be completed, or were no longer applicable based on final 2024 budgets or changing conditions or priorities.</p> <p>Board Comments: <i>Ellen Rodkey commented: that was a great completion rate.</i></p>
D4	<p><u>Tim Street Director</u> the 2024 Annual Report was finalized and would go out in near future.</p>

E. PUBLIC COMMENT

Kathleen Mills opened the floor to public comments.

None were received.

Tim Street, Director gave department update:

Thanked ERAC for the support and work they do, and their advisory capacity

Grand Opening of Hopewell Commons

Bryan Park pool liner was installed

Bryan Park shelters received new roofs

Building Trades accessibility improvements were getting ready to begin

Pools and Spray Pad would open May 24th

Arbor Day coming up, celebrating the 41st year of Bloomington being a Tree City USA, with a tree planting at Olcott Park.

Children's Expo at Switchyard Park on April 26th

The next Board of Park Commissioners Meeting will be held on Thursday, May 15th, 5pm in Council Chambers

ADJOURNMENT

Meeting was adjourned at 5:07 pm

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/2/2025	Payroll				227,969.69
					<u>227,969.69</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 227,969.69

1

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
05/09/25	Claims				\$164,844.72
					<u>\$164,844.72</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$164,844.72 5/9/2025

Dated this ____ day of _____ year of 20____.

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

Fiscal Office_____



Board of Park Commissioners Claim Register

Invoice Date Range 04/26/25 - 05/09/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	3148129	18-(3) bxs of 100/bx Laminating Sheets, 8.5x11, for Community Ev	Paid by EFT # 65430		04/29/2025	04/29/2025	05/09/2025		05/09/2025	19.99
5099 - Office Three Sixty, INC	3153170	18-(2)ct 4/pk White-Out Tape for Parks Main Office Supply Stock	Paid by EFT # 65430		04/29/2025	04/29/2025	05/09/2025		05/09/2025	19.38
Account 52110 - Office Supplies Totals							Invoice Transactions 2			\$39.37
Program 181000 - Administration Totals							Invoice Transactions 2			\$39.37
Program 181001 - Health & Wellness										
Account 52210 - Institutional Supplies										
6302 - Cardio Partners, INC	600047148	18 - AED Supplies-electrodes pediatric padz	Paid by EFT # 65336		04/29/2025	04/29/2025	05/09/2025		05/09/2025	165.80
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1			\$165.80
Account 52420 - Other Supplies										
5099 - Office Three Sixty, INC	3147343	18-(1) bx of 250ct White Cardstock Paper 8.5x11 for CR Awards	Paid by EFT # 65430		04/29/2025	04/29/2025	05/09/2025		05/09/2025	22.89
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$22.89
Program 181001 - Health & Wellness Totals							Invoice Transactions 2			\$188.69
Program 181100 - Marketing										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	21606	18-Parks logo branded ball cap for Digital Content Coord #1	Paid by EFT # 65299		04/29/2025	04/29/2025	05/09/2025		05/09/2025	20.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1			\$20.00
Account 53310 - Printing										
53125 - Mr. Copy, INC	37467	18-Hopewell Commons grand opening promo postcards #40	Paid by EFT # 65424		04/29/2025	04/29/2025	05/09/2025		05/09/2025	36.00
53125 - Mr. Copy, INC	37468	18-2025 pool fees and swim lesson info flyers for ChExpo #100	Paid by EFT # 65424		04/29/2025	04/29/2025	05/09/2025		05/09/2025	108.00
53125 - Mr. Copy, INC	37479	18-2024 Annual Report #10	Paid by EFT # 65424		04/29/2025	04/29/2025	05/09/2025		05/09/2025	148.50
Account 53310 - Printing Totals							Invoice Transactions 3			\$292.50
Program 181100 - Marketing Totals							Invoice Transactions 4			\$312.50



Board of Park Commissioners Claim Register

Invoice Date Range 04/26/25 - 05/09/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182001 - Aquatics - Bryan Pool										
Account 52220 - Agricultural Supplies										
54255 - Spear Acquatics LLC	311296	18-AQ Pre-season chemical order- Bryan	Paid by EFT # 65456		04/29/2025	04/29/2025	05/09/2025		05/09/2025	13,874.91
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	<u>13,874.91</u>
Account 53510 - Electrical Services										
223 - Duke Energy	043025-ParkDukeA	18-electric charges March - April 2025	Paid by Check # 80047		04/30/2025	04/30/2025	04/30/2025		04/30/2025	319.42
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>319.42</u>
Program 182001 - Aquatics - Bryan Pool Totals									Invoice Transactions 2	<u>\$14,194.33</u>
Program 182002 - Aquatics - Mills Pool										
Account 52220 - Agricultural Supplies										
54255 - Spear Acquatics LLC	311297	18-AQ Pre-season chemical order- Mills	Paid by EFT # 65456		04/29/2025	04/29/2025	05/09/2025		05/09/2025	13,733.00
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 1	<u>13,733.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	043025-ParkDukeB	18-electric charges March - April 2025	Paid by Check # 80048		04/30/2025	04/30/2025	04/30/2025		04/30/2025	27.85
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$27.85</u>
Program 182002 - Aquatics - Mills Pool Totals									Invoice Transactions 2	<u>\$13,760.85</u>
Program 182500 - Frank Southern Center										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1G3G-DJN3-RNWV	18-(1) 6x4 Red Hockey Goal for Frank Southern Ice Arena Use	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	117.99
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$117.99</u>
Account 53510 - Electrical Services										
223 - Duke Energy	043025-ParkDukeA	18-electric charges March - April 2025	Paid by Check # 80047		04/30/2025	04/30/2025	04/30/2025		04/30/2025	2,824.34
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$2,824.34</u>
Program 182500 - Frank Southern Center Totals									Invoice Transactions 2	<u>\$2,942.33</u>
Program 183500 - Golf Services										
Account 52230 - Garage and Motor Supplies										
4140 - Interstate All Battery Center of Bloomington, INC	1903301016057	18 - Cascades Battery for maint. SP-40 LG IBL GLD, DRY0085 W	Paid by EFT # 65391		04/29/2025	04/29/2025	05/09/2025		05/09/2025	69.25
6410 - R&R Products, INC	CD3016725	18 - Cascades Spacers and Bolts	Paid by EFT # 65443		04/29/2025	04/29/2025	05/09/2025		05/09/2025	39.58
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 2	<u>\$108.83</u>



Board of Park Commissioners Claim Register

Invoice Date Range 04/26/25 - 05/09/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52240 - Fuel and Oil										
14129 - C & S, INC	56564	18 - Cascades Fuel	Paid by EFT # 65335		04/29/2025	04/29/2025	05/09/2025		05/09/2025	2,274.29
Account 52240 - Fuel and Oil Totals										Invoice Transactions 1
										<u>\$2,274.29</u>
Account 52340 - Other Repairs and Maintenance										
6410 - R&R Products, INC	CD3013066	18 - Cascades hydraulic Cylinder rear	Paid by EFT # 65443		04/29/2025	04/29/2025	05/09/2025		05/09/2025	227.50
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 1
										<u>\$227.50</u>
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	161502	18 - Cascades Hoses, Flag, rear trigger	Paid by Check # 80067		04/29/2025	04/29/2025	05/09/2025		05/09/2025	124.96
4574 - John Deere Financial f.s.b. (Rural King)	337662	18 - Cascades Spray dye	Paid by Check # 80067		04/29/2025	04/29/2025	05/09/2025		05/09/2025	73.95
8658 - Kleindorfer's Hardware LLC	793114	18 - Cascades Shut of valve, pvc adaptors	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	9.87
8658 - Kleindorfer's Hardware LLC	800037	18 - Cascades supplies for toilet repair -tee, valve	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	12.97
8658 - Kleindorfer's Hardware LLC	800044	18 - Cascades Supply Line, toilet repair	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	4.99
Account 52420 - Other Supplies Totals										Invoice Transactions 5
										<u>\$226.74</u>
Account 53510 - Electrical Services										
223 - Duke Energy	043025-ParkDukeA	18-electric charges March - April 2025	Paid by Check # 80047		04/30/2025	04/30/2025	04/30/2025		04/30/2025	812.55
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										<u>\$812.55</u>
Account 53530 - Water and Sewer										
199 - Monroe County Government	1005742 2024	18- Property Tax Spring/Fall 2024 Golf Course/Stormwater	Paid by EFT # 65296		04/30/2025	04/30/2025	04/30/2025		04/30/2025	491.08
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
										<u>\$491.08</u>
Account 53990 - Other Services and Charges										
298 - Commercial Service Of Bloomington, INC	S286733	18 - Cascades Sewer cleanout 03/28/25	Paid by EFT # 65342		04/29/2025	04/29/2025	05/09/2025		05/09/2025	455.00
4727 - P&P Golf Cars, LLC	01-75873	18 - Cascades Golf Cart Repair-4/16/25	Paid by EFT # 65432		04/29/2025	04/29/2025	05/09/2025		05/09/2025	238.53
Account 53990 - Other Services and Charges Totals										Invoice Transactions 2
										<u>\$693.53</u>
Program 183500 - Golf Services Totals										Invoice Transactions 13
										<u>\$4,834.52</u>
Program 184000 - Natural Resources										
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	599696	18-(1) Treated Lumber for Leonard Springs	Paid by EFT # 65319		04/29/2025	04/29/2025	05/09/2025		05/09/2025	9.69



Board of Park Commissioners Claim Register

Invoice Date Range 04/26/25 - 05/09/25

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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	599733	18-(2) Treated Lumber for Leonard Springs	Paid by EFT # 65319		04/29/2025	04/29/2025	05/09/2025		05/09/2025	27.38
4489 - J.L. Waters & Company, INC	4052025	18 - (2) 32oz bottles of UV protectant for canoes and kayaks	Paid by Check # 80066		04/29/2025	04/29/2025	05/09/2025		05/09/2025	63.90
8658 - Kleindorfer's Hardware LLC	785688	18-(4) Carriage Bolt Nut for Leonard Springs	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	2.48
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 4	\$103.45
Account 52410 - Books										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1Q9P-J7HN-69QR	18-CR-return-Children's Bee Book-Natural Res- #1W9WK9KF13QQ	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	(18.83)
Account 52410 - Books Totals									Invoice Transactions 1	(\$18.83)
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RRH-XP39-L1KD	18-Highlighters, Markers, Magic Eraser for Griffy Boathouse Use	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	15.84
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HW3-VV6X-TQXV	8-(1) 8ct Dry Erase Markers for Griffy Lake Boathouse	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	27.97
8658 - Kleindorfer's Hardware LLC	800041	18-Punch	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	14.99
Account 52420 - Other Supplies Totals									Invoice Transactions 3	\$58.80
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	22217	18 - Staff Uniforms Griffy Boathouse (11) hats, (34) shirts	Paid by EFT # 65299		04/29/2025	04/29/2025	05/09/2025		05/09/2025	682.00
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	\$682.00
Account 53510 - Electrical Services										
223 - Duke Energy	043025-ParkDukeA	18-electric charges March - April 2025	Paid by Check # 80047		04/30/2025	04/30/2025	04/30/2025		04/30/2025	32.90
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$32.90
Account 53990 - Other Services and Charges										
199 - Monroe County Government	1171385 2024	18- Property Tax Spring/Fall 2024 Leonard Springs /Stormwater	Paid by EFT # 65296		04/30/2025	04/30/2025	04/30/2025		04/30/2025	173.50
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$173.50
Program 184000 - Natural Resources Totals									Invoice Transactions 11	\$1,031.82



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	043025-ParkDukeA	18-electric charges March - April 2025	Paid by Check # 80047		04/30/2025	04/30/2025	04/30/2025		04/30/2025	234.71
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$234.71
								Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 1	\$234.71
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NPX-FP6F-HMG1	18-100ft Pennant Flags, Dog Treats for Community Events Programs	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	57.50
4549 - Kroger Limited Partnership I	066920	18- Water and Ice for Hopewell Opening	Paid by Check # 80068		04/29/2025	04/29/2025	05/09/2025		05/09/2025	8.74
5099 - Office Three Sixty, INC	3148129	18-(3) bxs of 100/bx Laminating Sheets, 8.5x11, for Community Ev	Paid by EFT # 65430		04/29/2025	04/29/2025	05/09/2025		05/09/2025	39.98
								Account 52420 - Other Supplies Totals	Invoice Transactions 3	\$106.22
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	21724	18- Full Time Staff Uniforms-t-shirts, polo's, hoodies	Paid by EFT # 65299		04/29/2025	04/29/2025	05/09/2025		05/09/2025	175.00
								Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	\$175.00
Account 53910 - Dues and Subscriptions										
8059 - BAMWX LLC	64BB00EF-0006	18- Parks BAMWX Access	Paid by EFT # 65313		04/29/2025	04/29/2025	05/09/2025		05/09/2025	476.79
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	\$476.79
								Program 186500 - Community Events Totals	Invoice Transactions 5	\$758.01
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	599392	18-Community Garden Supplies	Paid by EFT # 65319		04/29/2025	04/29/2025	05/09/2025		05/09/2025	.66
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$0.66
								Program 186502 - Community Events-Gardens Totals	Invoice Transactions 1	\$0.66
Program 187001 - Adult Sports-Softball										
Account 52230 - Garage and Motor Supplies										
786 - Richard's Small Engine, INC	574744	18-TLSP-Mower Repair Parts-line, head-SRM speed-fed	Paid by EFT # 65446		04/29/2025	04/29/2025	05/09/2025		05/09/2025	134.98
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL38038	18-TLSP-Oil gauge and spring repairs for SandPro	Paid by EFT # 65447		04/29/2025	04/29/2025	05/09/2025		05/09/2025	116.26



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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										
4547 - Riddle Tractor Sales (Lawrence County Equip.)	IL37478	18-TLSP-Filter, Blade, and Assembly Repair Parts for Mowers	Paid by EFT # 65447		04/29/2025	04/29/2025	05/09/2025		05/09/2025	636.97
476 - Southern Indiana Parts, INC (Napa Auto Parts)	631357	18-TLSP-Pinion Seal for Mower Real Axle	Paid by EFT # 65455		04/29/2025	04/29/2025	05/09/2025		05/09/2025	8.63
476 - Southern Indiana Parts, INC (Napa Auto Parts)	631917	18-TLSP-New Battery for Mower	Paid by EFT # 65455		04/29/2025	04/29/2025	05/09/2025		05/09/2025	152.33
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions		5	\$1,049.17
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	800417	18-1 case light tubes, rain gauge, 1 bx bulbs, bungee cord, head	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	232.81
8658 - Kleindorfer's Hardware LLC	800448	18-TLSP, hardware supplies for ball fields	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	19.77
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions		2	\$252.58
Account 52430 - Uniforms and Tools										
9764 - Marketing Matters LLC	10230	18-TLSP/WIN-Seasonal Staff T-Shirts	Paid by EFT # 65409		04/29/2025	04/29/2025	05/09/2025		05/09/2025	129.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions		1	\$129.00
Account 53510 - Electrical Services										
223 - Duke Energy	043025-ParkDukeA	18-electric charges March - April 2025	Paid by Check # 80047		04/30/2025	04/30/2025	04/30/2025		04/30/2025	874.03
223 - Duke Energy	043025-ParkDukeB	18-electric charges March - April 2025	Paid by Check # 80048		04/30/2025	04/30/2025	04/30/2025		04/30/2025	103.20
Account 53510 - Electrical Services Totals							Invoice Transactions		2	\$977.23
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions		10	\$2,407.98
Program 187202 - Youth Sports-Winslow										
Account 52340 - Other Repairs and Maintenance										
7722 - Indiana Field Supplies, LLC	2025-948	18-Winslow-Dugout Tarps (4)	Paid by EFT # 65386		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,089.00
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions		1	\$1,089.00
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	201822	18-WIN-New US Flags for Junior and Senior Sides	Paid by Check # 80067		04/29/2025	04/29/2025	05/09/2025		05/09/2025	39.98
Account 52420 - Other Supplies Totals							Invoice Transactions		1	\$39.98
Account 52430 - Uniforms and Tools										
9764 - Marketing Matters LLC	10230	18-TLSP/WIN-Seasonal Staff T-Shirts	Paid by EFT # 65409		04/29/2025	04/29/2025	05/09/2025		05/09/2025	216.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions		1	\$216.00



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187202 - Youth Sports-Winslow										
Account 53510 - Electrical Services										
223 - Duke Energy	043025-ParkDukeA	18-electric charges March - April 2025	Paid by Check # 80047		04/30/2025	04/30/2025	04/30/2025		04/30/2025	184.46
223 - Duke Energy	043025-ParkDukeB	18-electric charges March - April 2025	Paid by Check # 80048		04/30/2025	04/30/2025	04/30/2025		04/30/2025	19.97
Account 53510 - Electrical Services Totals							Invoice Transactions 2			<u>\$204.43</u>
Program 187202 - Youth Sports-Winslow Totals							Invoice Transactions 5			<u>\$1,549.41</u>
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	043025-ParkDukeB	18-electric charges March - April 2025	Paid by Check # 80048		04/30/2025	04/30/2025	04/30/2025		04/30/2025	117.91
Account 53510 - Electrical Services Totals							Invoice Transactions 1			<u>\$117.91</u>
Program 187208 - Youth Sports-Olcott Totals							Invoice Transactions 1			<u>\$117.91</u>
Program 187500 - Banneker										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1K4V-GYKT-7QDF	18-Toilet Paper, Paper Towels, Toilet Cleaner for Banneker Centr	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	187.31
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1			<u>\$187.31</u>
Account 53510 - Electrical Services										
223 - Duke Energy	043025-ParkDukeB	18-electric charges March - April 2025	Paid by Check # 80048		04/30/2025	04/30/2025	04/30/2025		04/30/2025	388.52
Account 53510 - Electrical Services Totals							Invoice Transactions 1			<u>\$388.52</u>
Program 187500 - Banneker Totals							Invoice Transactions 2			<u>\$575.83</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1V3G-MCMG-KPRH	18-(12)ct Gallon BlueSeal Urinal Trap Liquid for Operations Crew	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	929.76
313 - Fastenal Company	INBLM238535	18-OPS (18) 34 in. Grip n grab pickers for custodial staff	Paid by EFT # 65363		04/29/2025	04/29/2025	05/09/2025		05/09/2025	381.60
Account 52210 - Institutional Supplies Totals							Invoice Transactions 2			<u>\$1,311.36</u>
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	600545	18-(1) LB 3" tan deck screw, (3) treated lumber for Bryan Park	Paid by EFT # 65319		04/29/2025	04/29/2025	05/09/2025		05/09/2025	37.96
409 - Black Lumber Co. INC	600590	18-Fence Staples for Bryan Park Tennis Court	Paid by EFT # 65319		04/29/2025	04/29/2025	05/09/2025		05/09/2025	5.99



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	600591	18-(3) concrete Gravel for Hopewell dog waste stations	Paid by EFT # 65319		04/29/2025	04/29/2025	05/09/2025		05/09/2025	17.07
8658 - Kleindorfer's Hardware LLC	785902	18-40th Mortar to install brick at lower cascades	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	8.00
6244 - Reed Quarries, INC	25-104	18-OPS (3) small landscape blocks for parking lot	Paid by EFT # 65445		04/29/2025	04/29/2025	05/09/2025		05/09/2025	150.00
365 - Rogers Group, INC	0713017301	18-(4) 1/4 MInus for B Line	Paid by EFT # 65448		04/29/2025	04/29/2025	05/09/2025		05/09/2025	90.00
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	6	\$309.02
Account 52340 - Other Repairs and Maintenance										
3193 - B&H Electric and Supply, INC	418212	18-OPS Electric motor for Rose Hill Maintenance bldg	Paid by EFT # 65309		04/29/2025	04/29/2025	05/09/2025		05/09/2025	185.00
8658 - Kleindorfer's Hardware LLC	800016	18-grease coupler, sawzall blade	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	16.68
8658 - Kleindorfer's Hardware LLC	785912	18-O Rings and primer bulb for pressure washer	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	6.17
8658 - Kleindorfer's Hardware LLC	800295	18-(6) conduit clamps for Mills Pool umbrella repair	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	2.76
8658 - Kleindorfer's Hardware LLC	793324	18-Power washer plug	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	5.99
6262 - Koenig Equipment, INC	P50132	18-OPS parts for Stihl weed eater-drive shaft, cylinder, tube	Paid by EFT # 65401		04/29/2025	04/29/2025	05/09/2025		05/09/2025	128.95
6262 - Koenig Equipment, INC	P50331	18-Gaskets, trim head & CF3 proline for weed eater	Paid by EFT # 65401		04/29/2025	04/29/2025	05/09/2025		05/09/2025	75.47
786 - Richard's Small Engine, INC	574618	18-OPS Fork, speed feed head for hustler mowers & Echo trimmer	Paid by EFT # 65446		04/29/2025	04/29/2025	05/09/2025		05/09/2025	283.14
786 - Richard's Small Engine, INC	575722	18-OPS PTO Clutch for Hustler Mowers	Paid by EFT # 65446		04/29/2025	04/29/2025	05/09/2025		05/09/2025	738.00
4443 - The Sherwin Williams Company	4939-7	18-OPS Paint and stain supplies for OPS	Paid by EFT # 65471		04/29/2025	04/29/2025	05/09/2025		05/09/2025	997.22
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	10	\$2,439.38



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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)	1DF7-QFDC-VFXF	18-(1) 3 Pack of Water Filters for Operations Maintenance Use	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	44.98
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DF7-QFDC-K74W	18-Trimmer Grip, Mounted Lock Box for Operations Installation	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	270.82
409 - Black Lumber Co. INC	600093	18-concrete, metal blades for Broadview Dog waste station	Paid by EFT # 65319		04/29/2025	04/29/2025	05/09/2025		05/09/2025	28.36
8658 - Kleindorfer's Hardware LLC	800276	18-sawzall blades, push connector	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	23.98
8658 - Kleindorfer's Hardware LLC	781486	18-curb key, JB weld, putty knife	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	28.97
8658 - Kleindorfer's Hardware LLC	784508	18-parts for Olcott wall mounted drinking fountain	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	15.57
5819 - Synchrony Bank	0002	18-OPS Sunscreen for OPS vending machine	Paid by Check # 80071		04/29/2025	04/29/2025	05/09/2025		05/09/2025	118.72
Account 52420 - Other Supplies Totals									Invoice Transactions 7	<u>\$531.40</u>
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	22202	18-OPS Management apparel-shirts, sweater, jackets	Paid by EFT # 65299		04/29/2025	04/29/2025	05/09/2025		05/09/2025	391.00
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	<u>\$391.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	043025-ParkDukeA	18-electric charges March - April 2025	Paid by Check # 80047		04/30/2025	04/30/2025	04/30/2025		04/30/2025	1,080.25
223 - Duke Energy	043025-ParkDukeB	18-electric charges March - April 2025	Paid by Check # 80048		04/30/2025	04/30/2025	04/30/2025		04/30/2025	1,244.11
Account 53510 - Electrical Services Totals									Invoice Transactions 2	<u>\$2,324.36</u>
Account 53530 - Water and Sewer										
199 - Monroe County Government	1068841 2024	18- Property Tax Spring/Fall 2024 Jackson Creek Trail Stormwater	Paid by EFT # 65296		04/30/2025	04/30/2025	04/30/2025		04/30/2025	377.86
199 - Monroe County Government	1068889 2024	18- Property Tax Spring/Fall 2024 Clear Creek Stormwater	Paid by EFT # 65296		04/30/2025	04/30/2025	04/30/2025		04/30/2025	75.76
199 - Monroe County Government	1068919 2024	18- Property Tax Spring/Fall 2024 Clear Creek Stormwater	Paid by EFT # 65296		04/30/2025	04/30/2025	04/30/2025		04/30/2025	115.38



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53530 - Water and Sewer										
199 - Monroe County Government	1068905 2024	18- Property Tax Spring/Fall 2024 Clear Creek Pkg Lot Stormwater	Paid by EFT # 65296		04/30/2025	04/30/2025	04/30/2025		04/30/2025	75.76
199 - Monroe County Government	1068897 2024	18- Property Tax Spring/Fall 2024 Clear Creek Pkg Lot Stormwater	Paid by EFT # 65296		04/30/2025	04/30/2025	04/30/2025		04/30/2025	244.54
199 - Monroe County Government	1005772 2024	18- Property Tax Spring/Fall 2024 Dog Park/Stormwater	Paid by EFT # 65296		04/30/2025	04/30/2025	04/30/2025		04/30/2025	89.56
Account 53530 - Water and Sewer Totals							Invoice Transactions 6			<u>\$978.86</u>
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	23079	18-OPS Servicing Portalets - April 2025	Paid by EFT # 65472		04/29/2025	04/29/2025	05/09/2025		05/09/2025	640.00
4175 - The Stables Events, LLC (Izzy's Rentals)	23081	18-OPS Seminary portalet 02/25/25-04/21/25	Paid by EFT # 65472		04/29/2025	04/29/2025	05/09/2025		05/09/2025	210.00
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 2			<u>\$850.00</u>
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000024167	18-OPS Dumpster fees for demo and cleanups	Paid by EFT # 65382		04/29/2025	04/29/2025	05/09/2025		05/09/2025	802.53
Account 53950 - Landfill Totals							Invoice Transactions 1			<u>\$802.53</u>
Program 189000 - Operations Totals							Invoice Transactions 37			<u>\$9,937.91</u>
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	8480-042425	18-SYP Magic Erasers, wipes, cleaning supplies	Paid by Check # 80071		04/29/2025	04/29/2025	05/09/2025		05/09/2025	151.96
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1			<u>\$151.96</u>
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	793175	18-SYP safety cutters, paint markers, washers, tap cons	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	158.87
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1			<u>\$158.87</u>
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	21711	18-SYP full time staff logo wear-1 v-neck T	Paid by EFT # 65299		04/29/2025	04/29/2025	05/09/2025		05/09/2025	15.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1			<u>\$15.00</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53510 - Electrical Services										
223 - Duke Energy	043025-ParkDukeB	18-electric charges March - April 2025	Paid by Check # 80048		04/30/2025	04/30/2025	04/30/2025		04/30/2025	2,311.61
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$2,311.61
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00921874	18-SYP Annual Pavilion Fire Alarm & Sprinkler Inspection	Paid by EFT # 65402		04/29/2025	04/29/2025	05/09/2025		05/09/2025	665.25
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$665.25
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3335483	18-SYP Vestibule Rug Service-4/16/25	Paid by EFT # 65440		04/29/2025	04/29/2025	05/09/2025		05/09/2025	114.33
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$114.33
Program 189006 - Switchyard Property Totals									Invoice Transactions 6	\$3,417.02
Program 189400 - Hopewell										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1XWY-DT4P-19G7	18-(5) Units 6-Panel Fencing for Hopewell Pickleball Courts	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	384.95
818 - Everywhere Signs, LLC	64779	18-Hopewell Commons pole banners and hardware #11	Paid by EFT # 65362		04/29/2025	04/29/2025	05/09/2025		05/09/2025	3,295.00
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$3,679.95
Program 189400 - Hopewell Totals									Invoice Transactions 2	\$3,679.95
Program 189500 - Urban Greenspace										
Account 52220 - Agricultural Supplies										
52948 - Mays Greenhouse, LLC	35569	18 - UGS - eight - garden soil	Paid by EFT # 65410		04/29/2025	04/29/2025	05/09/2025		05/09/2025	239.92
52948 - Mays Greenhouse, LLC	35673	18- perennials and fertilizer	Paid by EFT # 65410		04/29/2025	04/29/2025	05/09/2025		05/09/2025	211.03
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 2	\$450.95
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	800019	18-organizer, jute twine	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	22.58
8658 - Kleindorfer's Hardware LLC	800299	18-3/4 ST 90 degree brass, & nylon 3/4 coup.	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	12.88
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$35.46



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189500 - Urban Greenspace										
Account 53130 - Medical										
231 - IU Health OCC Health Services	00167895-00	18 -Hep B vaccines - Richards	Paid by EFT # 65394		04/29/2025	04/29/2025	05/09/2025		05/09/2025	130.00
231 - IU Health OCC Health Services	00168264-00	18 -Hep B vaccines - Victoriano	Paid by EFT # 65394		04/29/2025	04/29/2025	05/09/2025		05/09/2025	90.00
231 - IU Health OCC Health Services	00167891-00	18 -Hep B vaccines - Goad	Paid by EFT # 65394		04/29/2025	04/29/2025	05/09/2025		05/09/2025	130.00
Account 53130 - Medical Totals							Invoice Transactions 3			\$350.00
Program 189500 - Urban Greenspace Totals							Invoice Transactions 7			\$836.41
Program 189501 - Cemeteries										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	785696	18-three keys made, metal top solder, soldering iron, paste	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	36.17
8658 - Kleindorfer's Hardware LLC	800055	18 - CEM maint. shop supplies, PVC Pipe, gate valve, grd probes	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	87.06
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$123.23
Account 53510 - Electrical Services										
223 - Duke Energy	043025-ParkDukeA	18-electric charges March - April 2025	Paid by Check # 80047		04/30/2025	04/30/2025	04/30/2025		04/30/2025	146.50
223 - Duke Energy	043025-ParkDukeB	18-electric charges March - April 2025	Paid by Check # 80048		04/30/2025	04/30/2025	04/30/2025		04/30/2025	57.29
Account 53510 - Electrical Services Totals							Invoice Transactions 2			\$203.79
Program 189501 - Cemeteries Totals							Invoice Transactions 4			\$327.02
Program 189503 - Urban Forestry										
Account 52220 - Agricultural Supplies										
3735 - Bluestone Tree, INC.	17010	18-UF 80 yards Mulch-4/4/25	Paid by EFT # 65326		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,470.00
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1			\$1,470.00
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	340836	18- UF Plant labels and Marker	Paid by Check # 80067		04/29/2025	04/29/2025	05/09/2025		05/09/2025	10.47
8658 - Kleindorfer's Hardware LLC	785644	18-saw chains, marking paint	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	44.00
6262 - Koenig Equipment, INC	P50141	18- UF Stihl Power Pruner Chains	Paid by EFT # 65401		04/29/2025	04/29/2025	05/09/2025		05/09/2025	69.18
Account 52420 - Other Supplies Totals							Invoice Transactions 3			\$123.65



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 53990 - Other Services and Charges										
3735 - Bluestone Tree, INC.	16910	18-tree removal-298 W. Country Club Rd; Services 559 W. That Rd	Paid by EFT # 65326		04/29/2025	04/29/2025	05/09/2025		05/09/2025	4,080.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$4,080.00
Program 189503 - Urban Forestry Totals								Invoice Transactions	5	\$5,673.65
Department 18 - Parks & Recreation Totals								Invoice Transactions	124	\$66,820.88
Fund 2204 - Park and Recreation - Operating Totals								Invoice Transactions	124	\$66,820.88
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
205 - City Of Bloomington	374294	18 - Cascades Beer 04/18/25	Paid by Check # 80063		04/29/2025	04/29/2025	05/09/2025		05/09/2025	250.20
5819 - Synchrony Bank	8547	18 - Cascades Candy, Buns, Snack Bar items 04/10/25	Paid by Check # 80071		04/29/2025	04/29/2025	05/09/2025		05/09/2025	423.80
5819 - Synchrony Bank	7278	18 - Cascades Candy, Buns, Snack Bar items 04/21/25	Paid by Check # 80071		04/29/2025	04/29/2025	05/09/2025		05/09/2025	501.44
5819 - Synchrony Bank	9516	18 - Cascades Candy, Buns, Snack Bar items 04/16/25	Paid by Check # 80071		04/29/2025	04/29/2025	05/09/2025		05/09/2025	542.92
5819 - Synchrony Bank	6209	18 - Cascades Candy, Buns, Snack Bar items 04/12/25	Paid by Check # 80071		04/29/2025	04/29/2025	05/09/2025		05/09/2025	31.32
5819 - Synchrony Bank	4022	18-Snack bar items - Cascades Golf Course	Paid by Check # 80071		04/29/2025	04/29/2025	05/09/2025		05/09/2025	31.32
21145 - Sysco USA III, LLC	438431201	18 - Cascades Hotdogs, Hamburgers, Napkins	Paid by EFT # 65465		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,175.98
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	7	\$2,956.98
Program 183500 - Golf Services Totals								Invoice Transactions	7	\$2,956.98
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	920228531	18 - Cascades Golf Club	Paid by Check # 80058		04/29/2025	04/29/2025	05/09/2025		05/09/2025	349.95
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	1	\$349.95
Program 183501 - Golf Course - Pro Shop Totals								Invoice Transactions	1	\$349.95



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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)	26715	18-(5) Towel-Roll White 8x1000' 6rl/cs	Paid by EFT # 65376		04/29/2025	04/29/2025	05/09/2025		05/09/2025	298.40
Account 52210 - Institutional Supplies Totals Invoice Transactions 1										<u>298.40</u>
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	785554	18-pop up drain assembly	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	21.99
8658 - Kleindorfer's Hardware LLC	793398	18-(3) Red Reflectors, padlocks, (6) door/wall shield	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	31.70
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 2										<u>\$53.69</u>
Account 52420 - Other Supplies										
4448 - Varsity Brands Holding Co., INC (BSN Sports)	929177388	18-Upgrades-TLRC volleyball equip-pads, tension straps	Paid by EFT # 65481		04/29/2025	04/29/2025	05/09/2025		05/09/2025	2,327.22
Account 52420 - Other Supplies Totals Invoice Transactions 1										<u>\$2,327.22</u>
Account 53510 - Electrical Services										
223 - Duke Energy	043025-ParkDukeB	18-electric charges March - April 2025	Paid by Check # 80048		04/30/2025	04/30/2025	04/30/2025		04/30/2025	50.70
Account 53510 - Electrical Services Totals Invoice Transactions 1										<u>\$50.70</u>
Account 53610 - Building Repairs										
53657 - Plymate, INC	3337052	18 - TLRC Entry Mat Service 04/23/25	Paid by EFT # 65440		04/29/2025	04/29/2025	05/09/2025		05/09/2025	82.38
Account 53610 - Building Repairs Totals Invoice Transactions 1										<u>\$82.38</u>
Program 185000 - Twin Lakes Recreation Center Totals Invoice Transactions 6										<u>\$2,812.39</u>
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	042425	18- TLRC Group Ex Instructor Pay 04/14/25-04/24/25	Paid by EFT # 65314		04/29/2025	04/29/2025	05/09/2025		05/09/2025	210.00
9399 - Chloe Clift	041625	18- TLRC Group Ex Instructor Pay 04/16/25	Paid by EFT # 65341		04/29/2025	04/29/2025	05/09/2025		05/09/2025	31.25
9124 - Karin B Coopersmith	042425	18- TLRC Group Ex Instructor Pay 04/17/25 & 04/24/25	Paid by EFT # 65344		04/29/2025	04/29/2025	05/09/2025		05/09/2025	62.50
8370 - Alice M Day	041525	18- TLRC Group Ex Instructor Pay 04/08/25 & 04/15/25	Paid by EFT # 65350		04/29/2025	04/29/2025	05/09/2025		05/09/2025	62.50
9702 - Karissa Jeanette Foree	042525	18- TLRC Group Ex Instructor Pay 04/18/25 & 04/25/25	Paid by EFT # 65366		04/29/2025	04/29/2025	05/09/2025		05/09/2025	62.50



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
5274 - Catherine T Gossett	042525	18- TLRC Group Ex Instructor Pay 04/14/25-04/25/25	Paid by EFT # 65371		04/29/2025	04/29/2025	05/09/2025		05/09/2025	455.00
8399 - Gustavus Alexus McLeod	040825	18- TLRC Group Ex Instructor Pay 04/08/25	Paid by EFT # 65413		04/29/2025	04/29/2025	05/09/2025		05/09/2025	31.25
9212 - Siddhartha T McLeod	041725	18- TLRC Group Ex Instructor Pay 04/10/25-0-04/17/25	Paid by EFT # 65414		04/29/2025	04/29/2025	05/09/2025		05/09/2025	93.75
8451 - Sarah K Peters	042125	18- TLRC Group Ex Instructor Pay 04/14/25 & 04/21/25	Paid by EFT # 65438		04/29/2025	04/29/2025	05/09/2025		05/09/2025	84.00
8581 - Catherine M Storm	042225	18- TLRC Group Ex Instructor Pay	Paid by EFT # 65463		04/29/2025	04/29/2025	05/09/2025		05/09/2025	31.25
8184 - Emily E Tally	042425	18- TLRC Group Ex Instructor Pay 04/15/25-04/24/25	Paid by EFT # 65466		04/29/2025	04/29/2025	05/09/2025		05/09/2025	125.00
9354 - Logan Thomas	042425	18- TLRC Group Ex Instructor Pay 04/15/25-04/24/25	Paid by EFT # 65473		04/29/2025	04/29/2025	05/09/2025		05/09/2025	168.00
9126 - Meredith I Wendell	042225	18- TLRC Group Ex Instructor Pay 04/15/25 & 04/22/25	Paid by EFT # 65487		04/29/2025	04/29/2025	05/09/2025		05/09/2025	62.50
9222 - Skyler Wildfong	042325	18- TLRC Group Ex Instructor Pay 04/14/25-04/23/25	Paid by EFT # 65489		04/29/2025	04/29/2025	05/09/2025		05/09/2025	125.00
7960 - Lauren Wilson (Elae Entertainment Group LLC)	042125	18- TLRC Group Ex Instructor Pay 04/21/25	Paid by EFT # 65491		04/29/2025	04/29/2025	05/09/2025		05/09/2025	31.25
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	15		\$1,635.75
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions	15		\$1,635.75
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NPX-FP6F-HMG1	18-100ft Pennant Flags, Dog Treats for Community Events Programs	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	163.77
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1L3Y-F337-P4J4	18-Squeaky Dog Toys, Dog Treats, Kite Kits for Community Events	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	963.32
4574 - John Deere Financial f.s.b. (Rural King)	120842	18-Dog treats and toys - Mad Paws Egg Hunt	Paid by Check # 80067		04/29/2025	04/29/2025	05/09/2025		05/09/2025	42.95



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
9148 - Office Easel LLC	1293	18-Childrens Expo tote bags #200	Paid by EFT # 65429		04/29/2025	04/29/2025	05/09/2025		05/09/2025	685.68
Account 52420 - Other Supplies Totals Invoice Transactions 4										<u>\$1,855.72</u>
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	21724	18- Full Time Staff Uniforms-t-shirts, polo's, hoodies	Paid by EFT # 65299		04/29/2025	04/29/2025	05/09/2025		05/09/2025	56.00
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	21816	18- Full Time Staff Apparel-cardigan sweater	Paid by EFT # 65299		04/29/2025	04/29/2025	05/09/2025		05/09/2025	59.00
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	22117	18- seasonal staff shirts (22)	Paid by EFT # 65299		04/29/2025	04/29/2025	05/09/2025		05/09/2025	116.01
Account 52430 - Uniforms and Tools Totals Invoice Transactions 3										<u>\$231.01</u>
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	44218	18-2025 50+ Expo postcards (1,500) & promo brochures (1,000)	Paid by EFT # 65301		04/29/2025	04/29/2025	05/09/2025		05/09/2025	869.00
Account 53310 - Printing Totals Invoice Transactions 1										<u>\$869.00</u>
Account 53990 - Other Services and Charges										
9005 - Laundry Investments LLC (Jet Laundromat)	1443	18 - Table Linen Laundering	Paid by EFT # 65403		04/29/2025	04/29/2025	05/09/2025		05/09/2025	62.90
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										<u>\$62.90</u>
Program 186500 - Community Events Totals Invoice Transactions 9										<u>\$3,018.63</u>
Program 186503 - Community Events-Farmers' Market										
Account 52420 - Other Supplies										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	22117	18- seasonal staff shirts (22)	Paid by EFT # 65299		04/29/2025	04/29/2025	05/09/2025		05/09/2025	155.99
8658 - Kleindorfer's Hardware LLC	785551	18-Farmers Market Hardware Supplies	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	47.45
8658 - Kleindorfer's Hardware LLC	800355	18-Farmers Market Hardware part return	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	(8.78)
8002 - Safeguard Business Systems, INC	9007578520	18-Farmers Market Bucks Certificate Paper	Paid by EFT # 65450		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,184.32
Account 52420 - Other Supplies Totals Invoice Transactions 4										<u>\$1,378.98</u>
Program 186503 - Community Events-Farmers' Market Totals Invoice Transactions 4										<u>\$1,378.98</u>



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 186506 - Performing Art Series										
Account 53990 - Other Services and Charges										
7160 - Samuel R Finley	042325	18- Performance by the Sam Finley Trio for the Hopewell Grand Op	Paid by EFT # 65364		04/29/2025	04/29/2025	05/09/2025		05/09/2025	400.00
7799 - David D (dba Matixando) Gonzalez	12	18- Performance by Matixando for the Hopewell Grand Opening	Paid by EFT # 65369		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,300.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2		<div></div> \$1,700.00	
Program 186506 - Performing Art Series Totals							Invoice Transactions 2		<div></div> \$1,700.00	
Program 187001 - Adult Sports-Softball										
Account 53940 - Temporary Contractual Employee										
8414 - Scott Matthew Burton	042725	18-Adult Softball Umpire	Paid by EFT # 65333		04/29/2025	04/29/2025	05/09/2025		05/09/2025	175.00
20105 - Brandon B Chambers	042325	18-Adult Softball Umpire	Paid by EFT # 65338		04/29/2025	04/29/2025	05/09/2025		05/09/2025	300.00
17565 - Michael B Hicks (Contractual)	042725	18-Adult Softball Umpire	Paid by EFT # 65378		04/29/2025	04/29/2025	05/09/2025		05/09/2025	475.00
7758 - Timothy R Louis	042725	18-Adult Softball Umpire	Paid by EFT # 65407		04/29/2025	04/29/2025	05/09/2025		05/09/2025	175.00
557 - Vicki Lynn Minder	042725	18-Adult Softball Umpire	Paid by EFT # 65418		04/29/2025	04/29/2025	05/09/2025		05/09/2025	600.00
1633 - Sica, Matthew P	042225	18-Adult Softball Umpire	Paid by EFT # 65452		04/29/2025	04/29/2025	05/09/2025		05/09/2025	100.00
6470 - Adriann Nicole Wilson	041725	18-Adult Softball Umpire	Paid by EFT # 65490		04/29/2025	04/29/2025	05/09/2025		05/09/2025	75.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 7		<div></div> \$1,900.00	
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 7		<div></div> \$1,900.00	
Program 189000 - Operations										
Account 52420 - Other Supplies										
4055 - County Line Companies, LLC (dba Play Pros)	5494	18-OPS Kohli "Lewis Carol" Memorial Bench #t4526	Paid by EFT # 65345		04/29/2025	04/29/2025	05/09/2025		05/09/2025	2,465.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1		<div></div> \$2,465.00	
Program 189000 - Operations Totals							Invoice Transactions 1		<div></div> \$2,465.00	



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 189400 - Hopewell										
Account 53990 - Other Services and Charges										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1XQX-JHX6-1QHV	18-Multipurpose Backpack for Hopewell Commons Grand Opening	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	49.99
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$49.99
Program 189400 - Hopewell Totals								Invoice Transactions	1	\$49.99
Program G21015 - 2021-2024 Leonard Sp Nature Days										
Account 52420 - Other Supplies										
5099 - Office Three Sixty, INC	3131102	18-1bx Blue Paper for Natural Resources Nature Day Stock	Paid by EFT # 65430		04/29/2025	04/29/2025	05/09/2025		05/09/2025	133.89
5099 - Office Three Sixty, INC	108354CM	18-Credit Memo-1bx Blue Paper for Natural Resources Stock	Paid by EFT # 65430		04/29/2025	04/29/2025	05/09/2025		05/09/2025	(133.89)
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$0.00
Program G21015 - 2021-2024 Leonard Sp Nature Days Totals								Invoice Transactions	2	\$0.00
Department 18 - Parks & Recreation Totals								Invoice Transactions	55	\$18,267.67
Fund 2211 - Park Nonreverting Operating Totals								Invoice Transactions	55	\$18,267.67
Fund 2402 - ARP COVID Local Fiscal Recovery										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 54510 - Other Capital Outlays										
503 - Reed And Sons Construction, INC	REEDTRADEPR K-1	18-Building Trades Phase I Improvements thru 02/14/25 App 1	Paid by EFT # 65444		04/29/2025	04/29/2025	05/09/2025		05/09/2025	2,899.40
503 - Reed And Sons Construction, INC	REEDTRDPK1-2	18-Building Trades PH I Improvements-INV 24640-App 2	Paid by EFT # 65444		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,856.77
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	2	\$4,756.17
Program G21005 - ARPA COVID Local Fiscal Recovery Totals								Invoice Transactions	2	\$4,756.17
Department 18 - Parks & Recreation Totals								Invoice Transactions	2	\$4,756.17
Fund 2402 - ARP COVID Local Fiscal Recovery Totals								Invoice Transactions	2	\$4,756.17



Board of Park Commissioners Claim Register

Invoice Date Range 04/26/25 - 05/09/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4674 - 2024 GO Bonds Proceeds										
Department 06 - Controller's Office										
Program 06018 - Parks 2024 Capital										
Account 54310 - Improvements Other Than Building										
7232 - Oscar's Contracting INC	BPPOOLROOF-1	18-Replacement 3 Bryan Park Shelter House Roofs 04/14/25	Paid by EFT # 9		04/29/2025	04/29/2025	05/09/2025		05/09/2025	24,950.00
Account 54310 - Improvements Other Than Building Totals								Invoice Transactions 1		<u>\$24,950.00</u>
Account 54510 - Other Capital Outlays										
3722 - Aquatic Renovation Systems, Inc (RenoSys Corp)	24-810-4	18-BP Pool Liner removal/replacement- 17.5% On Site Progress-4/22	Paid by EFT # 8		04/29/2025	04/29/2025	05/09/2025		05/09/2025	25,025.00
3722 - Aquatic Renovation Systems, Inc (RenoSys Corp)	24-810-3	18-BP Pool Liner removal/replacement- 17.5% On Site Progress-4/7	Paid by EFT # 8		04/29/2025	04/29/2025	05/09/2025		05/09/2025	25,025.00
Account 54510 - Other Capital Outlays Totals								Invoice Transactions 2		<u>\$50,050.00</u>
Program 06018 - Parks 2024 Capital Totals								Invoice Transactions 3		<u>\$75,000.00</u>
Department 06 - Controller's Office Totals								Invoice Transactions 3		<u>\$75,000.00</u>
Fund 4674 - 2024 GO Bonds Proceeds Totals								Invoice Transactions 3		<u>\$75,000.00</u>
Grand Totals								Invoice Transactions 184		<u>\$164,844.72</u>

	REVENUES AND EXPENSES: COMPARISON REPORT							
	Expenses April 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of April	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of April	2025 % of Expenses2
	General Fund							
100	Administration	967,553	831,505	396,228	47.65%	1,153,565	424,666	36.81%
101	Health & Wellness	96,485	100,881	34,952	34.65%	108,676	28,857	26.55%
110	Community Relations	526,904	509,068	112,139	22.03%	497,933	114,248	22.52%
201	Aquatics	515,687	473,268	50,184	10.60%	614,193	40,330	6.57%
250	Frank Southern Center	476,556	394,405	141,260	35.82%	478,717	144,986	30.29%
350	Golf Services	1,121,282	1,111,405	267,466	24.07%	1,107,482	269,313	24.32%
400	Natural Resources	489,686	384,193	99,081	25.79%	489,115	103,646	21.19%
450	Youth Programs	87,236	82,921	26,036	31.40%	95,851	30,635	31.96%
500	TLRC	336,480	314,339	108,124	34.40%	411,396	112,893	27.44%
650	Community Events	586,536	559,780	155,584	27.79%	557,949	164,823	29.54%
701	Adult Sports	280,961	293,681	62,730	21.36%	306,073	49,121	16.05%
720	Youth Sports	341,796	304,798	82,900	27.20%	330,873	34,833	10.53%
750	BBCC	456,923	339,608	114,312	33.66%	507,621	86,750	17.09%
801	Inclusive Recreation	105,704	96,920	24,743	25.53%	92,771	17,493	18.86%
900	Operations	2,300,690	2,108,900	579,238	27.47%	2,393,841	443,017	18.51%
906	Switchyard Property	1,104,528	846,400	191,615	22.64%	1,112,005	180,539	16.24%
	Hopewell	0	0	0	0.00%	0	30,956	0.00%
950	Urban Greenspace	1,198,072	933,709	214,947	23.02%	1,154,905	179,009	15.50%
951	Cemeteries	243,032	206,016	50,034	24.29%	242,063	48,031	19.84%
953	Urban Forestry	697,586	647,680	237,595	36.68%	561,154	103,690	18.48%
	General Fund total:	11,933,697	10,539,478	2,949,167	27.98%	12,216,179	2,607,835	21.35%
	Expenses April 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of April	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of April	2025 % of Expenses2
	Non-Reverting Fund							
100	Administration	19,400	5,525	2,530	45.79%	32,000	1,193	3.73%
101	Health & Wellness	5,925	14,462	2,371	16.40%	11,149	3,018	27.07%
110	Community Relations	5,350	2,045	1,544	75.46%	3,000	0	0.00%
201	Aquatics	94,712	68,315	2,308	3.38%	131,161	5,176	3.95%
250	Frank Southern Center	116,963	70,277	34,099	48.52%	121,037	35,988	29.73%
350	Golf Services	163,535	184,016	62,835	34.15%	242,847	65,902	27.14%
400	Natural Resources	46,850	57,423	26,601	46.32%	53,350	24,502	45.93%
450	Youth Programs	171,747	174,109	13,163	7.56%	165,818	10,846	6.54%
500	*TLRC - day to day	877,333	823,393	410,149	49.81%	641,795	143,317	22.33%
650	Community Events	149,792	145,809	28,409	19.48%	151,675	22,800	15.03%
701	Adult Sports	90,505	36,961	4,568	12.36%	75,636	3,114	4.12%
720	Youth Sports	935	2,601	2,601	100.00%	5,647	84	1.49%
750	BBCC	5,960	2,010	19	0.95%	5,375	680	12.66%
801	Inclusive Recreation	0	0	0	0.00%	0	0	0.00%
900	Operations	53,340	35,592	15,225	42.78%	43,340	2,837	6.55%
906	Switchyard	36,185	29,555	5,246	17.75%	55,471	15,422	27.80%
940	Hopewell	0	346	0	0.00%	46,100	5,134	11.14%
953	Urban Forestry	14,800	61,718	6,465	10.47%	14,900	411	2.76%
	N-R Fund subtotal:	1,853,333	1,714,157	618,132	36.06%	1,800,301	340,423	18.91%
	TLRC - bond	482,912	482,913	238,506	49.39%	481,987	240,106	49.82%
	N-R Fund total:	2,336,245	2,197,069	856,638	38.99%	2,282,288	580,529	25.44%

Expenses April 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of April	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of April	2025 % of Expenses2
Other Misc Funds							
24-25 MCCSC 21st Com Learn		26,650				16,168	
23-24 MCCSC 21st Com Learn		28,245	18,977			4,661	
2022-2024 MCCSC 21st Century							
Storm Response Plan							
Banneker Nature Days		4,854					
Leonard Sp Nature Days		4,140	342			700	
Griffy Nature Days		6,719	396			126	
2024 Summer Food Service		10,015					
Nature Preserves Invasive							
NRPA Nutrition Hub		2,038	-25			137	
Yappa Grant						1,003	
Duke Power Line							
Griffy Lake LARE Grant		3,532					
Other Misc Funds total:	0	28,245	19,689	69.71%	0	22,795	
TOTAL ALL FUNDS	14,269,942	9,537,723	3,825,495	40.11%	14,498,468	3,211,159	22.15%

PARKS AND RECREATION REVENUES AND EXPENSES: COMPARISON REPORT							
Revenue April 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of April	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of April	2025 % of Revenue Collected to date
General Fund							
Taxes/Misc Revenue	8,342,431	8,360,406	0	0.00%	9,391,470	0	0.00%
Administration	766,400	774,062	2,362	0.31%	0	0	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%
Aquatics	206,000	244,959	0	0.00%	206,000	2,184	1.06%
Frank Southern	199,500	220,795	126,812	57.43%	199,500	99,006	49.63%
Golf Services	766,000	1,107,007	211,250	19.08%	821,000	255,819	31.16%
Natural Resources	0	0	0	0.00%	0	0	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%
Community Events	14,800	15,974	11,499	71.99%	15,000	11,421	76.14%
Adult Sports	32,000		0	0.00%	32,000	926	2.89%
Youth Sports	6,000	13,706	372	2.72%	6,000	915	15.25%
BBCC	19,260	33,027	10,955	33.17%	20,030	13,020	65.00%
Operations	0	0	0	0.00%	0	0	0.00%
Urban Greenspace	0	0	0	0.00%	0	0	0.00%
Cemeteries	43,375	32,650	11,375	34.84%	43,750	6,000	13.71%
Urban Forestry	0		0	0.00%	0	0	0.00%
Subtotal Program Rev	2,053,335	2,442,180	374,625	15.34%	1,343,280	389,291	28.98%
General Fund Total	10,395,766	10,802,586	374,625	3.47%	10,734,750	389,291	3.63%

Revenue April 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of April	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of April	2025 % of Revenue Collected to date
Non-Reverting Fund							
Administration	35,600	28,473	13,974	49.08%	35,600	13,678	38.42%
Health & Wellness	13,400	15,952	3,262	20.45%	15,000	2,705	18.03%
Community Relations	3,000	3,290	1,820	55.32%	3,000	1,000	33.33%
Aquatics	83,800	97,621	12,341	12.64%	85,700	10,571	12.34%
Frank Southern	84,550	90,062	20,547	22.81%	80,750	28,870	35.75%
Golf Services	184,500	296,173	71,143	24.02%	184,500	68,522	37.14%
Natural Resources	71,400	78,623	8,072	10.27%	77,500	4,045	5.22%
Youth Programs	174,500	179,013	114,569	64.00%	170,000	98,448	57.91%
*TLRC -Operational	902,598	893,441	337,118	37.73%	931,104	335,892	36.07%
Community Events	145,000	160,660	104,458	65.02%	153,000	149,189	97.51%
Adult Sports	95,000	73,278	22,085	30.14%	53,660	30,101	56.10%
Youth Sports	45,350	33,889	220	0.65%	45,350	973	2.15%
BBCC	7,200	11,038	9,260	83.90%	10,500	10,764	102.52%
Operations	82,440	75,020	28,612	38.14%	82,440	25,701	31.18%
Switchyard	60,000	90,286	25,883	28.67%	74,000	27,937	37.75%
Hopewell				0.00%		1,600	0.00%
Urban Greenspace	0	0	0	0.00%	0	0	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%
Urban Forestry	23,600	18,656	10,700	57.35%	23,600	1,800	7.63%
N-R Fund subtotal:	2,011,938	2,145,475	784,064	36.55%	2,025,704	811,796	40.07%

Revenue April 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of April	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of April	2025 % of Revenue Collected to date
Other Misc Funds							
24-25 MCCSC 21st Century Learn						21,209	
G23-24 MCCSC 21st Com			16,767				
22-23 MCCSC 21st Cent							
Duke Power Line			24,875				
Rosehill Trust			1,112			704	
Storm Response							
Griffy Lake Nature Days							
Summer Food Service					21,500		
Banneker Nature Days							
Nature Preserves Invsive							
Yappa Grant						3,051	
Griffy Lake LARE Grant					3,400		
Leonard Spring Nature Day							
Other Misc Funds total:	0	0	42,753		24,900	24,963	
TOTAL ALL FUNDS	12,407,704	12,948,062	1,201,443	9.28%	12,785,354	1,226,050	9.59%

2025 Non-Reverting Cash Balances	1	2	3	4	5	6	7
Area	Beginning Balance 1/1/2025	Revenue as of 04/30/2025	Other Misc. Revenue	Expenses as of 04/30/2025	Expenses from RESERVE* (see explanation below)	Total Current Year Over/Under (does not include expenses taken from RESERVE)	Total Accumulated Balance (Amount)
Administration	485,874.37	13,677.86		1,192.53		12,485.33	498,359.70
Health & Wellness	20,554.92	2,705.00		3,017.94		(312.94)	20,241.98
Community Relations	46,384.27	1,000.00		0.00		1,000.00	47,384.27
Aquatics	419,105.86	10,571.25		5,175.30		5,395.95	424,501.81
Frank Southern Center	213,570.19	28,870.39		35,987.85		(7,117.46)	206,452.73
Golf Course	549,526.71	68,521.86		65,902.45		2,619.41	552,146.12
Natural Resources	432,146.52	4,045.00		24,501.67		(20,456.67)	411,689.85
Allison Jukebox	343,545.21	98,448.42		10,845.57		87,602.85	431,148.06
TLRC	(3,700,424.87)	303,490.49		383,423.19		(79,932.70)	(3,780,357.57)
TLRC Reserve	1,015,085.85	32,401.16		0.00		32,401.16	1,047,487.01
Community Events	555,736.27	149,188.98		22,679.75		126,509.23	682,245.50
Adult Sports	40,927.16	30,101.12		3,113.77		26,987.35	67,914.51
Youth Sports	25,113.29	973.19		84.16		889.03	26,002.32
Skate Park	22,417.65	0.00		0.00		0.00	22,417.65
Benjamin Banneker Comm Center	68,616.10	10,764.13		680.32		10,083.81	78,699.91
Operations	382,696.48	25,701.05		2,837.22		22,863.83	405,560.31
Switchyard Property	397,624.77	27,936.50		15,421.97		12,514.53	410,139.30
Hopewell	(345.92)	1,600.00		5,133.75		(3,533.75)	(3,879.67)
Urban Forestry	60,168.12	1,800.00		411.31		1,388.69	61,556.81
TOTALS	1,378,322.95	811,796.40	0.00	580,408.75	0.00	231,387.65	1,609,710.60
							231,387.65
							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
04/02/2025	2735041	6	AR	165202_B	Willie Streeter - Small Plot (165202-B	Refund Now	grabowsm	22.50	0.00	22.50
04/03/2025	2735886	6	FR	BALLF_BRYPK_	Bryan Pk Ballfield 1 on 03/25/2025 at	Refund Now	grabowsm	15.00	0.00	15.00
04/03/2025	2735886	6	FR	BALLF_BRYPK_	Bryan Pk Ballfield 1 on 04/02/2025 at	Refund Now	grabowsm	15.00	0.00	15.00
04/09/2025	2739642	6	AR	245101_D	Kid City Original (245101-D)	Refund Now	grabowsm	90.00	0.00	90.00
04/09/2025	2739642	6	AR	245101_G	Kid City Original (245101-G)	Refund Now	grabowsm	190.00	0.00	190.00
04/10/2025	2740751	6	AR	170102_D	Tues Rec B 0 HR (170102-D)	Refund Now	grabowsm	660.00	0.00	660.00
04/11/2025	2741542	5	FR	SHELT_CASPK_	Waterfall Shelter on 05/11/2025 at 6:	Refund Now	michele.wilson	87.00	0.00	87.00
04/14/2025	2744263	5	AR	140012_A	DIY Bird Feeders (140012-A)	Refund Now	michele.wilson	6.00	0.00	6.00
04/15/2025	2745284	6	AR	165202_A	Willie Streeter - Large Plot (165202-A	Refund Now	grabowsm	86.00	0.00	86.00
04/16/2025	2746420	6	AR	245002_G	All Levels (245002-G)	Refund Now	grabowsm	240.00	0.00	240.00
04/17/2025	2747504	4	FR	SHELT_CASPK_	Sycamore Shelter on 06/17/2025 at	Refund Now	zane.phelps	82.00	0.00	82.00
04/21/2025	2750220	5	AR	235003_A	First Tee of Bloomington (235003-A)	Refund Now	michele.wilson	140.00	0.00	140.00
04/21/2025	2750669	6	FR	SHELT_CASPK_	Sycamore Shelter on 05/09/2025 at	Refund Now	grabowsm	97.00	0.00	97.00
04/24/2025	2753377	6	AR	165201_B	Butler - Small Plot (165201-B)	Refund Now	grabowsm	50.00	0.00	50.00
04/28/2025	2756591	5	AR	245101_H	Kid City Original (245101-H)	Refund Now	michele.wilson	90.00	0.00	90.00
04/28/2025	2756591	5	AR	245101_I	Kid City Original (245101-I)	Refund Now	michele.wilson	190.00	0.00	190.00
04/28/2025	2756951	5	AR	245101_G	Kid City Original (245101-G)	Refund Now	michele.wilson	140.00	0.00	140.00
04/28/2025	2757095	5	AR	245101_A	Kid City Original (245101-A)	Refund Now	michele.wilson	45.00	0.00	45.00
04/28/2025	2757095	5	AR	245101_D	Kid City Original (245101-D)	Refund Now	michele.wilson	195.00	0.00	195.00
04/28/2025	2757095	5	AR	245101_B	Kid City Original (245101-B)	Refund Now	michele.wilson	195.00	0.00	195.00
04/29/2025	2757877	4	PSS	5750	BBCC Rental (5750)	Refund Now	zane.phelps	45.00	0.00	45.00
04/30/2025	2758731	6	AR	140014_A	Griffy Tree ID Hike (140014-A)	Refund Now	grabowsm	5.00	0.00	5.00
04/30/2025	2758732	6	AR	140014_A	Griffy Tree ID Hike (140014-A)	Refund Now	grabowsm	3.00	0.00	3.00
04/30/2025	2758732	6	AR	140014_A	Griffy Tree ID Hike (140014-A)	Refund Now	grabowsm	3.00	0.00	3.00
04/30/2025	2758736	6	AR	140014_A	Griffy Tree ID Hike (140014-A)	Refund Now	grabowsm	3.00	0.00	3.00
04/30/2025	2758737	6	AR	140014_A	Griffy Tree ID Hike (140014-A)	Refund Now	grabowsm	5.00	0.00	5.00

Report Summary Totals

Total Refund Records:	26
Total Fees Refunded:	2,699.50
Total Tax Refunded:	0.00
Total Amount Refunded:	2,699.50



City of Bloomington

Disposal / Surplus / Trade In Form

PAGE NO.

1 of 1

DEPT: Parks and Recreation

DATE:

5/21/2024

LOCATION: Showers

PHONE:

812-349-3700

DEPT. HEAD / DIVISION DIRECTOR: Tim Street

EMAIL:

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

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

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

DESCRIPTION (List Make, Model, and Year)	QTY	DECLARATION REASON (works, needs repair, not repairable, etc)	SERIAL / VIN NO.	COB ASSET # Capital Asset # assigned by OOTC	DEPT. ASSET #	DISPOSITION REQUESTED (Please check one)	NAME OF VENDOR/PERSON OR COMPANY THE ITEM WAS SURPLUSED OR TRADED TO	ESTIMATED VALUE	SURPLUS DATE
1. Rolling office chair	1	Back of chair is broken	n/a	n/a	n/a	<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	TLRC Dumpster	\$75.00	
2. Ball field 1 back-stop at Bryan Park	1	Broken; risk of falling down	n/a	n/a	n/a	<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose			
3.		Form Closed				<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			
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A7

Agenda item

Admin. Approval: TS
Date: 5/7/25

TO: Board of Park Commissioners
FROM: Heidi Shoemaker, Natural Resources Coordinator
DATE: April 24, 2025
**SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH SUMMER
STAR FOUNDATION FOR BANNEKER NATURE DAY PROJECT**

Recommendation

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

Summer Star Foundation Funding - \$4,860
Expense line - non-reverting account TBD

Background

2025 will mark the fourteenth year for this partnership. The goal of the partnership is to combine resources from BPRD and Summer Star Foundation to provide environmental education programming to participants of the Banneker Summer Camp Program.

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

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

RESPECTFULLY SUBMITTED,**Heidi Shoemaker, Natural Resources Coordinator**



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

This Agreement, by and between the City of Bloomington Parks and Recreation Department (hereinafter, "BPRD"), and Summer Star Foundation for Nature, Art and Humanity, Inc. (hereinafter, "Summer Star Foundation"), sometimes collectively referred to hereinafter as the "Parties," is entered into on the last date indicated in the signature block below.

1. Purpose of Agreement:

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

2. Duration of Agreement:

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

3. City of Bloomington Parks & Recreation Department:

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

4. Summer Star Foundation:

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

existence.

5. Banneker Summer Nature Days Project

Summer Star Foundation agrees to pay to BPRD the amount of Four Thousand Eight Hundred Sixty Dollars (\$4,860.00) by June 30, 2025, to be used to provide funding for the Banneker Summer Nature Days Project (the “Nature Day Project”).

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

In connection with the administration of the Nature Day Project, the BPRD agrees as follows:

- a. BPRD shall oversee the design and implementation of the Nature Day Project. The exact location and station topics will be determined during the planning phase to commence in May 2025.
- b. Nature Day Project activities will take place as part of a Nature Club to be held at the Butler Park four days a week during the period from June 2nd, 2025, to July 25, 2025, inclusive. During inclement weather, Nature Club will be moved to Banneker Community Center or Twin Lakes Recreation Center. On each day that Nature Club meets there will be a morning session that will last approximately 2 hours.
- c. Roughly 100 participants will be welcomed to attend the in-person Nature Day Project through the Banneker Community Center.
- d. Nature Day Project participants will each receive a natural journal at the beginning of the program to record weekly activities and lessons that correspond to nature topics.
- e. Nature Day Project activities will include some or all of the following:
 - (i) Field trips to local parks and nature preserves to experience hiking and exploration of various ecosystems;
 - (ii) Physical, chemical, and biological field monitoring;
 - (iii) Plant identification tips and foraging skills;
 - (iv) Habitat building and exploration on-site;
 - (v) Weather forecasts and meteorology;
 - (vi) Nature crafts; and
 - (vii) Investigations of local wildlife
- f. While the target audience of the Nature Day Project will be children in grades K-6, students in grades 7-12 may participate in the project as unpaid group leaders

and staff assistants. Take-home activities will also encourage family members to participate.

- g. BPRD shall perform participant assessments, staff evaluations, and take photographs of program activities during the course of the Nature Day Project.
- h. BPRD shall cause the BPRD Staff to provide Summer Star Foundation with planning reports by the end of each month, beginning with the month in which planning for the Nature Day Project starts.
- i. BPRD shall provide Summer Star Foundation an evaluation report of the Nature Day Project by September 30, 2025, including a summary of the budget and expenditures for the Nature Day Project, and an evaluation of the Nature Day Project effectiveness, and a summary of the assessments and evaluations.
- j. Should BPRD and the Banneker Community Center decide to continue and/or expand the Nature Day Project after August 31, 2025, BPRD shall offer to the Summer Star Foundation the opportunity to provide funding before other outside private sources of funding are sought or accepted. This provision shall not be interpreted to impose any obligation on the Summer Star Foundation to continue or expand its support of the Nature Day Project beyond its stated contribution under this Agreement for the 2025 summer.
- k. BPRD shall, by September 30, 2025, return to the Summer Star Foundation any remaining funds contributed by the Summer Star Foundation to BPRD that have not been used for the purposes set forth in this Paragraph 5.

6. BPRD General Administration Responsibilities.

BPRD agrees that with respect to the Nature Day Project, it shall:

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

- e. Provide all other information as requested by Summer Star Foundation.

7. Summer Star Foundation Responsibilities.

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

8. Terms Mutually Agreed to By the Parties:

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

9. Notice and Agreement Representatives:

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

Bloomington Parks and Recreation

Heidi Shoemaker
Natural Resources Coordinator
Phone: 812-349-3759
Fax: 812-349-3705

Summer Star Foundation

Shalin Liu
P.O. Box 258
Berlin, MA 01503

AND

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

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

Bloomington Parks and Recreation

Heidi Shoemaker
Natural Resources Coordinator
Phone: 812-349-3759
Fax: 812-349-3705

Summer Star Foundation

Shalin Liu
P.O. Box 258
Berlin, MA 01503

AND

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

10. Termination:

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

11. Option for Renewal:

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

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

**City of Bloomington Parks and
Recreation Department**

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

By:

By:

Tim Street, Director

Shalin Liu, President

Kathleen Mills, President
Board of Park Commissioners

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Agenda item

Admin. Approval: TS

Date: 5/7/25

TO: Board of Park Commissioners
FROM: Heidi Shoemaker, Natural Resources Coordinator
DATE: April 25, 2025
SUBJECT: PARTNERSHIP AGREEMENT FOR BUG FEST 2025

Recommendation

Staff recommends approval of this partnership agreement to host Bug Fest 2025. There will be no exchange of funds.

Background

For thirteen years, the Bloomington Parks and Recreation Department has partnered with the Monroe County Parks and Recreation Department ("MCPR"), the WonderLab Science Museum ("WSM"), and Purdue Extension-Monroe County ("PEMC") to coordinate a Bug Fest event for the Bloomington community. The purpose of this event is to provide a fun way for members of the community to learn about insects and their relatives as well as their importance to our environment by combining available resources from field experts and community sponsors. The event will be hosted on Saturday, September 13 from 10 – 2 p.m. at Karst Farm Park.

RESPECTFULLY SUBMITTED,

Heidi Shoemaker, Natural Resources Coordinator



**COOPERATION SERVICE AGREEMENT
PROGRAM PARTNERSHIP
FOR
BUG FEST 2025**

Partner(s):

This Agreement, by and between the Bloomington Parks and Recreation Department ("BPRD"), the Monroe County Parks and Recreation Department ("MCPR"), the WonderLab Science Museum ("WSM"), and Purdue Extension-Monroe County ("PEMC"), is entered into on the last day indicated in the signature block below.

WHEREAS, there is a need for a unique bug themed event in Bloomington; and,

WHEREAS, the BPRD, MCPR, WSM, and PEMC desire to cooperate in the provision of a community event called Bug Fest for the general public; and,

WHEREAS, the BPRD, MCPR, WSM, and PEMC are 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 others 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 an event that is a fun and safe way for members of the Bloomington community to learn about insects and their relatives and their importance to our local and global environment by combining available resources from each partner to the Agreement.

2. Duration of Agreement:

This Agreement commences on January 1st and expires on December 31st, 2025 unless terminated earlier as provided under Article 10 of this Agreement. The Bug Fest event will be held on Saturday, September 13, from 10:00 a.m. - 2:00 p.m.

3. Bloomington Parks and Recreation Department:

The goals of BPRD are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug-themed

event called Bug Fest. The event, to be held at Karst Farm Park (“MCPR”) on Saturday, September 13th, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

BPRD agrees to:

- 3.1. Maintain close contact with John Robertson, event chair, and bring any related issues to his attention.
- 3.2. Assist with the creation of promotional and sponsorship materials to include banners, sandwich boards, and posters.
- 3.3. Maintain a web page for the event within the BPRD website with the assistance and approval of event partners.
- 3.4. Create Bug Fest 2025 pre-registration link through JotForm by June 1st, 2025. Share registration information with MCPR for partner communications and social media promotions.
- 3.5. Assist with coordinating exhibitors for the event. Send exhibitor requests to MCPR by August 1st, 2025.
- 3.6. Provide 10 pop-up tents, 110 folding chairs, and 45 tables for the event.
- 3.7. Provide program publicity by publishing an event announcement on the BPRD’s social media outlets and program guides.
- 3.8. Distribute Bug Fest flyers and make mention of the event during other major family-friendly BPRD events prior to the event.
- 3.9. Assist with bug-themed program activities, games, and tabling displays.
- 3.10. Provide game prizes, craft supplies and design/print passports for bug themed activities.
- 3.11. Provide basic first-aid, AED, walkie talkies, and sunscreen for the event.
- 3.12. Coordinate drop-off and pick-up of Hoosier Hills Food Bank donation bins.
- 3.13. Provide staff to assist with set-up and tear-down of the event.
- 3.14. Recruit and coordinate volunteers, assist with placement and training of volunteers on the day of the event, provide event policy documents to volunteers prior to the day of the event. Create and print name tags for volunteers. Provide drinking water.

4. Monroe County Parks & Recreation Department:

The goals of MCPR are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug-themed event called Bug Fest. The event, to be held at Karst Farm Park ("MCPR") on Saturday, September 13th, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

MCPR agrees to:

- 4.1. Maintain close contact with event partners, coordinate check-in meetings, and bring any related issues to everyone's attention.
- 4.2. Assist with the coordination of table exhibitors. Develop registration link to collect exhibitor information. Provide final exhibitor information to BPRD for passports by August 13th, 2025.
- 4.3. Assist with the distribution of promotional materials to include flyers, posters, and signs.
- 4.4. Provide event space, coordinate layout and logistics with partners and exhibitors.
- 4.5. Direct day-of parking, designate accessible parking spots, acquire orange cones and barricades to block parking spots, and yard signs to direct traffic.
- 4.6. Identify rental needs. Coordinate food vendors, entertainment, and payment for any rentals (tents, port-a-potty, and handwashing stations etc.).
- 4.7. Recruit and secure event sponsors by August 12th, 2025, coordinate sponsor recognition, and manage event budget. Secure reusable bag donation from Bloomington Hardware.
- 4.8. Provide BPRD with final printed-material requests, including new sponsor logos, by August 19th, 2025.
- 4.9. Create digital save the dates, event map and design brochure to outline exhibits and schedule of events. Send design to PEMC to print by August 26th, 2025.
- 4.10. Promote Bug Fest at other major family-friendly MCPR events prior to the event.
- 4.11. Share all marketing/promotional material with program partners prior to advertising.
- 4.12. Assist with set-up and tear-down of the event.
- 4.13. Coordinate family friendly bug-themed activities and entertainment for the event. Provide game prizes and craft supplies.
- 4.14. Provide four pop-up tents, large event tent(s) including set-up, 'did you know'

educational signs, face-cut out bugs, laminated table label signs, event banners.

- 4.15. Manage event t-shirt inventory, storage, and sales. Provide iPad to collect card payments during the event.
- 4.16. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers.

5. The WonderLab Science Museum:

The goals of WSM are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug- themed event called Bug Fest. The event, to be held at Karst Farm Park (“MCPR”) on Saturday, September 13th, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

WSM agrees to:

- 5.1. Maintain close contact with John Robertson, event chair, and bring any related issues to his attention.
- 5.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters.
- 5.3. Provide program publicity by publishing an event announcement on the WSM’s social media outlets.
- 5.4. Assist with coordinating exhibitors for the event. Send exhibitor requests to MCPR by August 1st, 2025.
- 5.5. Assist with bug-themed program activities, tabling displays, and entertainment, including cicada themed table display.
- 5.6. Provide WSM staff to manage table displays and lead activities.
- 5.7. Provide pop-up tents for WonderLab activity station(s).
- 5.8. Coordinate edible insect activity.
- 5.9. Provide staff to assist with set-up and tear-down of the event.
- 5.10. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers.

6. Purdue Extension-Monroe County:

The goals of PEMC are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly bug- themed event called Bug Fest. The event, to be held at Karst Farm Park (“MCPR”) on Saturday,

September 13th, from 10:00 a.m. - 2:00 p.m., is designed to create a fun way to learn about insects and their relatives.

PEMC agrees to:

- 6.1. Maintain close contact with John Robertson, event chair, and bring any related issues to her attention.
- 6.2. Create, print, and assist with the distribution of promotional materials including event brochure and event map.
- 6.3. Print ~1200 event maps and brochures. Bring handouts and paper recycling bins.
- 6.4. Promote Bug Fest at other major family-friendly PEMC events prior to the event.
- 6.5. Assist with coordinating exhibitors for the event. Send exhibitor requests to MCPR by August 1st, 2025.
- 6.6. Assist with bug-themed program activities, tabling displays and entertainment.
- 6.7. Provide staff to assist with set-up and tear-down of the event.
- 6.8. Assist with coordinating facilitators for the event. Send exhibitor requests to BPRD.
- 6.9. Provide portable Public Announcement systems, microphones, and extension cords.
- 6.10. Coordinate volunteer recruitment with BPRD. Recruit at least 20% of volunteers.

7. Terms Mutually Agreed to By All Partners:

The intent of this Agreement is to document a mutually beneficial partnership between BPRD, MCPR, WSM, and PEMC for Bug Fest.

BPRD, MCPR, WSM, and PEMC agree to:

- 7.1. Share all photos, marketing, and promotional material between all partners involved.
- 7.2. Coordinate safety management and regulate visitor flow at the event.
- 7.3. Coordinate acknowledgement and thank you for sponsors.
- 7.4. 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.
- 7.5. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners.

- 7.6. Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD, MCPR, WSM, and PEMC shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. None of the Partners to this Agreement are required to continue this verification if the E-Verify program no longer exists. All Partners shall sign an affidavit affirming that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.
- 7.7. Make sure that the Bug Fest event adheres to each partners' individual COVID-19 guidelines for events in addition to local/state guidelines.
- 7.8. Each partner including its administrators, staff, volunteers, and affiliates, agrees to use the facilities above solely for the use and purposes contemplated in this Agreement, and shall not injure, or in any manner deface or damage the facility or any equipment contained therein and shall not cause or permit anything to be done whereby the facility is defaced or damaged.
- 7.9. If the premises, furnishings, or any portion of the building during the term of this Agreement shall be damaged by the acts, default or negligence of a partners' or of a partners' agents, employees, admitted upon the premises by the partner, the partner will pay to Indiana University upon demand such sum as shall be necessary to restore said premises to their present condition.

8. Insurance:

The Monroe County Parks and Recreation Department, the City of Bloomington Parks & Recreation Department, the WonderLab Science Museum, and Purdue Extension-Monroe County shall furnish each other with a certificate of insurance upon execution of this Partnership Agreement. Each party will maintain comprehensive general liability insurance.

9. Notice and Agreement Representatives:

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

**City of Bloomington Parks
& Recreation**

Tim Street, Director
P.O. Box 848
Bloomington, IN 47402
(812) 349-3711

Monroe County Parks & Recreation

Kelli Witmer, Director
501 N. Morton St., Suite 100
Bloomington, IN 47404
(812) 349-2802

WonderLab Science Museum

Karen Jepson-Innes, Director
308 West 4th St.
Bloomington, IN 47404
(812) 337-1337

Purdue Extension-Monroe County

Edward Oehlman, ANR
3400 South Walnut Street
Bloomington, IN 47401
(812) 349-2575

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

Bloomington Parks and Recreation
Heidi Shoemaker
(812) 349-3759
heidi.shoemaker@bloomington.in.gov

Monroe County Parks and Recreation
John Robertson
(812) 349-2804
jprobertson@co.monroe.in.us

WonderLab Science Museum
Sam Couch
(812) 337-1337 ex. 222
animalexhibits@wonderlab.org

Purdue Extension-Monroe County
Edward Oehlman
812-349-2575
eoehlman@purdue.edu

10. Termination:

- 10.1. Termination by mutual agreement: The partners may terminate this Agreement prior to December 31st, 2025, by mutual written agreement only.
- 10.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partner shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement.

11. Indemnity:

Each party agrees to release, hold harmless and forever indemnify the other party and its volunteers, employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

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

**CITY OF BLOOMINGTON
PARKS & RECREATION**

**PURDUE EXTENSION-
MONROE COUNTY**

Tim Street, Director
Bloomington Parks & Recreation

Administrator

Kathleen Mills, President
Board of Park Commissioners

WONDERLAB SCIENCE MUSEUM

Karen Jepson-Innes, Director

**MONROE COUNTY
PARKS & RECREATION**

Kelli Witmer, Director MCPRD

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

STAFF REPORT

A9 Agenda item

Admin. Approval: TS
Date: 5/7/25

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: May 15, 2025
SUBJECT: Contract for Services with Professional Golfcar Corporation

Recommendation

Staff recommends approval of the contract for services with Professional Golfcar Corporation. The service agreement is not to exceed \$500 (Community Events- 2211-18-186500-53730).

Background

The Department will be renting golfcars for the department staff at the Bloomington Fourth of July Parade on July 4, 2025.

The Department has rented golfcars from Professional Golfcar Corporation for several years and are happy with their equipment and services.

RESPECTFULLY SUBMITTED,



Bill Ream, Community Events Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Professional Golfcar Corporation

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Park and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and Professional Golfcar Corporation (“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 July 2025.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed five hundred (\$500.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent Bill Ream, City of Bloomington Parks and Recreation, 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:

City of Bloomington	Professional Golfcar Corporation
Attn: Bill Ream, Project Manager	Attn: Jennifer Smith
401 N Morton Street, Suite 250	255 Robert Curry Drive
Bloomington, IN 47404	Martinsville, IN 46151
reamw@bloomington.in.gov	E-mail:jsmith@pgcgolfcar.com

TO CONTRACTOR:

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

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

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

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

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

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

[Signatures are on the following page.]

Signatures on this page are associated with the “AGREEMENT FOR SERVICES between The City of Bloomington Parks and Recreation Department and Professional Golfcar Corporation.”

CITY OF BLOOMINGTON

BY:

Kathleen Mills, Chair DATED
Board of Park Commissioners

Tim Street, Director DATED
Bloomington Parks and Recreation

**PROFESSIONAL
CORPORATION**

BY:

GOLFCAR

Signature DATE

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Professional Golfcar Corporation will provide the rental of golfcars for the department staff to use during the Fourth of July Parade on Friday, July 4, 2025. The department shall return the golfcars in the condition in which they were received.

EXHIBIT “B”

PROJECT SCHEDULE

Golfcars will be delivered on Thursday, July 3rd and picked up on Monday, July 7th. Golfcars will be delivered and picked up at the parking garage at 10th Street and Rogers Street.

EXHIBIT "C"

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

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

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

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

Signature

Printed name

A10 Agenda itemAdmin. Approval: TS
Date: 5/7/25

TO: Board of Park Commissioners
FROM: Tara Brooke, Community Events Specialist
DATE: May 22, 2025
SUBJECT: Partnership Agreement with Monroe County Fair Association for Touch a Truck Event

Recommendation

Staff recommends approval of the Touch a Truck at the Fair partnership agreement with the Monroe County Fair Association. No funds will be exchanged, and this is the fourth year for this partnership agreement. In exchange for the event, the Monroe County Fair Association will offer a free site rental for a future event.

Background

This is a partnership agreement for Touch a Truck at the Fair. This event will take place at the Monroe County Fair on Kids Day, allowing children the opportunity to get close to a variety of trucks and vehicles. This event will be taking place on July 2nd, from 12-3pm at the Monroe County Fairgrounds grandstand.

RESPECTFULLY SUBMITTED,**Tara Brooke, Community Events Specialist**



**Program Partnership Agreement with
Monroe County Fair Association for Touch a Truck at the Fair**

This Agreement, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and the Monroe County Fair Association (“MCFA”), is entered into on the last date in the signature block below.

WHEREAS, BPRD and the MCFA desire to cooperate in the provision of a Touch a Truck at the Fair event at the Monroe County Fairground.

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

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

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which establishes a Touch a Truck at the Fair Event. This event will bring a variety of trucks that children and families are able to look at and explore.

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from June 1, 2025, to November 30, 2025, unless early termination occurs as described in Article 7 of this Agreement.

3.0 Bloomington Parks & Recreation:

The goal of BPRD is to build a positive relationship with the MCFA in order to provide a Touch a Truck at the Fair event that will occur during Kids Day at the Monroe County Fair.

- 3.1. Plan the event and coordinate the details for the event.
- 3.2. Recruit the trucks and vehicles that will be present at the fairgrounds on the day of the event.
- 3.3. Provide marketing logo for the event and advertise the event through social media outlets.
- 3.4. Provide onsite staff to coordinate event operations on the day of the event.

4.0 Monroe County Fair Association:

The goal of the MCFA is to provide opportunities for families and children

- 4.1. Provide the site for the Touch a Truck event.
- 4.2. Provide trash cans, tables, chairs, and site amenities that are necessary to operate the event
- 4.3. Provide, at no charge, a site rental for a Bloomington Parks and Recreation event on a date mutually agreed upon by both parties .

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

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

- 5.1. The staff and personnel involved will at all times represent all partners to this Agreement in a professional manner and reflect the commitment of both partners to quality services and customer satisfaction.
- 5.2. The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.

6.0 Notice and Agreement Representatives:

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

Bloomington Parks & Recreation
Becky Barrick-Higgins
Box 848
Bloomington, IN 47402
barrickb@bloomington.in.gov
812-349-3713

Monroe County Fair Association
Jake Conard
5700 W. Airport Rd
Bloomington, IN 47403
jake.conard4440@gmail.com
812-825-7439

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

Bloomington Parks & Recreation
Tara Brooke
Box 848
Bloomington, IN 47402
tara.brooke@bloomington.in.gov
812-349-3773

Monroe County Fair Association
Jake Conard
5700 W. Airport Rd
Bloomington, IN 47403
jake.conard4440@gmail.com
812-825-7439

7.0 Termination:

- 7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to November 30, 2025 by mutual written agreement only.
- 7.2.** Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

8.0 Waiver

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

9.0 Release and Hold Harmless Agreement:

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

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

**BLOOMINGTON PARKS AND
RECREATION DEPARTMENT**

Kathleen Mills, President
Board of Park Commissioners

Tim Street, BPRD Director

**MONROE COUNTY FAIR
ASSOCIATION**

Jake Conard
Monroe County Fair Association

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

A11

Agenda item

Admin. Approval: TS
Date: 5/7/25

TO: Board of Park Commissioners
FROM: Amy Shrake, Program/Facility Coordinator
DATE: May 15, 2025
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



2025 COOPERATION SERVICE AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement by and between the Bloomington Parks and Recreation Department (“BPRD”) and Special Olympics Indiana - Monroe County (“SOIN-MC”) in 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 on May 15, 2025 and expires on May 1, 2026, 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.
- 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.

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:

SOIN-MC:
Denise Brown, County Coordinator
641 Waterloo Court
Bloomington, IN 47401
(812)336-8071

BPRD:
Amy Shrake,
Inclusive Recreation Coordinator
P.O. Box 848
Bloomington, IN 47402
(812) 349-3747
(812) 349-3747 (voice mail)
(812) 325-2583 (cell)

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, 2026 by mutual written agreement only.

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

8. 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.

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

Denise Brown, County Coordinator
Special Olympics Indiana Monroe County

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

STAFF REPORT

A12

Agenda item

Admin. Approval: TS

Date: 5/8/25

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: May 15, 2025
SUBJECT: Contract for Services with MSI for 4th of July Parade

Recommendation

Staff recommends the approval of a contract for services with Marshall Security, Inc to provide security at the Fourth of July Parade.

Contract not to exceed: \$1500
Funding Source: 2204-18-186500-53990

Background

Bloomington Parks and Recreation will be contracting with Marshall Security Inc. for security staff to assist with traffic control in the staging area of the Bloomington 4th of July Parade on Friday, July 4, 2025. This is the first year that Marshall Security will be assisting with the parade but they have assisted in other Parks operations including at Switchyard Park and other properties as well as at other events.

RESPECTFULLY SUBMITTED,



Bill Ream, Community Events Coordinator

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

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

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). 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 July, 2025.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed One Thousand Five Hundred (\$1500) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Bill Ream, City of Bloomington, 401 North Morton, Bloomington, Indiana. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

City of Bloomington
Attn: Bill Ream, Project Manager
401 N. Morton Street, Suite 250
Bloomington, In 47402
reamw@bloomington.in.gov

TO CONTRACTOR:

Marshall Security, Inc
Attn: Megan Bentley
2520 W. Third Street
Bloomington, IN 47404
E-mail:megan@marshallmsi.com

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

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

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

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

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

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON
BY:

MARSHALL SECURITY, INC.
BY:

Kathleen Mills, Chair
Board
DATED

Signature _____ DATED _____

Tim Street, Director

Printed Name _____

Title _____

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

MSI will provide five security staff and I supervisor to assist with traffic control in the staging area as well as oversight of the parade route.

MSI will charge the Parks Department at a rate of \$30 per hour/ per officer.

If a rain delay should occur MSI will charge the Parks Department a rate of \$20 per hour/per officer for any hours after the original noon end time.

EXHIBIT “B”

PROJECT SCHEDULE

Officers will be onsite Friday, July 4, 2025 from 7:00am until noon. If a weather delay should take place officers will remain onsite until the end of the parade and city streets are ready to be re-opened.

EXHIBIT "C"

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

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

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

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

Signature

Printed name

STAFF REPORT

B-1 Agenda item

Admin. Approval: TS
Date: 5/7/25

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: April 29, 2025
SUBJECT: BRAVO AWARD – JILL ABRAM

Recommendation

Staff recommends Jill Abram for the May 2025 Bravo Award.

Background

I would like to recognize Jill Abram with the May Bravo Award. Jill has been volunteering with the Department since March, and has already amassed an incredible 29 different volunteer events, with even more scheduled to come! Unlike many volunteers, Jill's events have ran the gamut of all we have to offer. She has been involved at Weed Wrangles, tree plantings, community events, and everything in between! I have been able to work with Jill at several of our events, and she is always a pleasure to be around – very involved, helpful, and cheerful throughout her entire shift. We are very lucky to have a volunteer like Jill, and I'm beyond glad to recognize her with the May Bravo Award as a small token of our appreciation of her service!

RESPECTFULLY SUBMITTED,



Emily Buuck, Community Relations Coordinator

B-2

Agenda item

Admin. Approval: TS
Date: 5/8/25

TO: Board of Park Commissioners
FROM: Mary Welz, Natural Resources Manager
DATE: May 15, 2025
SUBJECT: Natural Resources Manager Introduction

Background

Mary holds a BS in Biology from Indiana University and completed graduate coursework, teaching, and research in Plant Pathology at the University of Georgia in partnership with the USFS Southern Research Station. She is an Advanced Master Naturalist and former member of the Monroe County Master Gardener Association, with extensive training in field botany, natural resource management, and environmental education.

Over the past nine years, Mary has worked in both non-profit and for-profit sectors in natural resources. Most recently, she served as the Indiana Partner Biologist for Pollinator Partnership, assisting landowners with habitat planning and conservation funding access. Prior roles include Education Director at Sycamore Land Trust, regional invasive species specialist with the State of Indiana Cooperative Invasives Management, and restoration and nursery support at Eco Logic. She also held leadership roles at Secretly Group Services in music and media production management.

A Bloomington resident for over 25 years, Mary has long supported BPRD through land stewardship volunteerism, Adopt-a-Greenspace at RCA Park, and as a Tree Commission member and chair (2022–2024). She is a board member of the Indiana Native Plant Society and former treasurer and active member of MC-IRIS.

Mary is deeply inspired by this opportunity to contribute to BPRD's positive, landscape-scale outcomes for our community's cherished natural areas and is excited to draw upon her passion for Indiana's natural heritage, technical expertise, community connections, and capacity for leadership in her new role.

RESPECTFULLY SUBMITTED,

Mary Welz, Natural Resources Manager

STAFF REPORT

C1 Agenda item

Admin. Approval: TS
Date: 5/7/25

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: May 15, 2025
SUBJECT: Partnership Agreement with Downtown Bloomington, Inc.

Recommendation

Staff recommends approval of a partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and Downtown Bloomington, Inc. (DBI) for the Fourth of July Parade. There will be a 50/50 split of revenue from parade entry fees after expenses have been paid. The revenue split will be paid through the Community Events account – 2211-18-186500-53990.

Background

This is the seventeenth year for this partnership. The goal of the partnership is to combine resources from BPRD and DBI to provide a Fourth of July parade for the Bloomington community. We are looking forward to once again working with DBI on this annual community tradition.

The parade will be on Friday, July 4, 2025 from 10:00 a.m. to noon with a performance by the Bloomington Community Band at 9a.m. on the courthouse lawn.

Applications for parade entries are available online at the parks website bloomington.in.gov/parks, in person at the BPRD office, or by calling 812-349-3748.

RESPECTFULLY SUBMITTED,



Bill Ream, Community Events Coordinator



**2025 COOPERATION SERVICE AGREEMENT
PROGRAM PARTNERSHIP**

Partner(s):

This Agreement by and between the Bloomington Parks and Recreation Department ("BPRD") and Downtown Bloomington, Inc. ("DBI") is entered into on the last day in the signature block below.

WHEREAS, BPRD and DBI desire to cooperate in the provision of Fourth of July festivities including a parade for the community; and

WHEREAS, DBI is qualified to perform such services; and

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

NOW THEREFORE, BPRD and DBI do mutually agree as follows:

1. Purpose of Agreement

The goals of this project by DBI and BPRD are to outline Fourth of July festivities including a parade and a performance by the Bloomington Community Band on the Courthouse lawn for the Bloomington community by combining available resources from each party to this Agreement.

2. Duration of Agreement

This Agreement commences on May 15, 2025 and expires on August 31, 2025, unless terminated earlier as provided under Article 8 of this Agreement.

3. Bloomington Parks & Recreation

The goals of BPRD are to partner with another community agency and provide a Fourth of July parade for the Bloomington community. The event, to be held in downtown Bloomington, on Friday, July 4, 2025, from 9:00 a.m. to noon is designed to create a social and safe environment for the community to celebrate the Fourth of July. The event will be open to the general public. BPRD agrees to do the following:

- a. Maintain close contact with Talisha Coppock, Director, Downtown Bloomington Inc., and bring all related issues to her attention.
- b. Mail/email parade applications to past participants.
- c. Collect applications and fees from parade participants.
- d. Organize and coordinate parade participants prior to and on the day of the parade.
- e. Share all marketing/promotional material with DBI prior to advertising.

- f. Include parade application information in its summer program guide.
- g. Provide Fourth of July parade publicity by publishing information in BPRD's seasonal program brochure and by creating and distributing other marketing pieces.
- h. Secure parade sponsorships.
- i. Secure golf carts, portable toilets, and security for the parade.
- j. Assist community groups to create new entries for the parade.
- k. Provide a Community Events Coordinator and full-time/part-time staff for the parade.
- l. Apply for a permit to the Board of Public Works for road closures.
- m. Apply for parade permit from Bloomington Police Department.
- n. Coordinate payment of all invoices and maintenance of all financial records

4. Downtown Bloomington, Inc.

The goals of DBI are to partner with BPRD and provide a Fourth of July parade for the Bloomington community. The event, to be held in downtown Bloomington, on Friday, July 4, 2025, from 9:00 a.m. to noon, is designed to create a social and safe environment for the community to celebrate the Fourth of July. The event will be open to the general public. Downtown Bloomington, Inc. agrees to do the following:

- a. Maintain close contact with Bill Ream, Community Events Coordinator, Bloomington Parks and Recreation and address any related issues to his attention.
- b. Schedule Bloomington Community Band to perform from 9 – 10am.
- c. Secure tents, judges reviewing and announcing stands for the parade and provide invoices to BPRD for payment.
- d. Provide staff and volunteers for the day of the parade.
- e. Organize and coordinate emcee, judges, and reviewing stand prior to and on the day of the parade.
- f. Order and secure sponsorship for awards.
- g. Secure appropriate insurance through the May Agency.

5. Terms Mutually Agreed to By Both Partners

- a. Both parties agree to provide a copy of all marketing/promotional material regarding the Fourth of July parade to the other party **prior to** any advertising.
- b. Both parties agree to assist with the distribution of pre-parade route information.
- c. Both parties will equally split the application fee revenue after all expenses are paid in full.

- d. Both parties agree to coordinate safety management and regulate parade participants and spectators at the Fourth of July parade.
- e. Both parties agree to coordinate acknowledgement and thank-you notices for sponsors of the Fourth of July parade.
- f. 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.
- g. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable agreed upon by all partners.
- h. Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property. The possession of 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.
- i. State Immigration Law Requirements. Ind. Code 22-5-1.7-11(a) requires the City to obtain the following from business entities who have employees before it enters into a partnership with those entities:
 - documentation that the business entity has enrolled in and participates in the E-verify program, unless the E-verify program no longer exists; and
 - an affidavit affirming that the business entity does not currently knowingly employ an immigrant who is not authorized to work in the U.S. The affidavit is attached to and incorporated into this Agreement as Appendix A.

6. **Insurance & Indemnity**

DBI agrees to furnish BPRD with a certificate of insurance upon execution of this Partnership Agreement. Partners 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 as an additional insured party, and DBI shall provide BPRD with a certificate of insurance prior to the commencement of operations under Agreement/Contract. DBI and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.

Each party agrees to release, hold harmless and forever indemnify the other party and its volunteers, employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

7. Notice and Agreement Representatives

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

Downtown Bloomington, Inc:
Talisha Coppock, Executive Director
(812)336-3681

tcoppock@bloomingtonconvention.com

Bloomington Parks and Recreation:
Becky Higgins, Recreation Services Director
(812) 349-3713

barrickb@bloomington.in.gov

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

Downtown Bloomington, Inc
Talisha Coppock, Executive Director
(812) 336-3681

tcoppock@bloomingtonconvention.com

Bloomington Parks and Recreation
Bill Ream, Community Events Coordinator
(812) 349-3748

reamw@bloomington.in.gov

8. 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.

Downtown Bloomington, Inc.

Talisha Coppock, Date
Executive Director

City of Bloomington Parks and Recreation

Tim Street, Director Date

Kathleen Mills, President, Date
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

C2 Agenda itemAdmin. Approval: TS
Date: 5/7/25

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: May 15, 2025
SUBJECT: Contract for Services with Southside Rental

Recommendation

Staff recommends approval of the contract for services with Southside Rental for the rental of tents, stages, tables, and chairs. The service agreement is not to exceed \$5,600 (Community Events GF- 2211-18-186500-53730 = \$2,200; 200-18-186500-53990 = \$3,600).

Background

The Department will be renting equipment including tents, stages, tables, and chairs for the Fourth of July Parade on July 4th, and the Holiday Market.

The Department has rented equipment from Southside Rental for several years and are happy with their equipment and services.

RESPECTFULLY SUBMITTED,**Bill Ream, Community Events Coordinator**

between
The City of Bloomington Parks and Recreation Department
and
Southside Rental Center, 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 Southside Rental Center, Inc. (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 1st day of December, 2025.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed five thousand eight hundred (\$5,800.00) dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Bill Ream, City of Bloomington, 401 N. Morton Street. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

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

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

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

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

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

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

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

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

statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

- 22. E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "C"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.
- 23. Non-Collusion.** Contractor certifies that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.
- 24. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:

City of Bloomington	Southside Rental Center Inc.
Attn: Bill Ream, Project Manager	Attn: Chris Hoke
401 N. Morton Street, Suite 250	1717 S. Walnut Street
Bloomington, IN 47404	Bloomington, IN 47401
reamw@bloomington.in.gov	E-mail:southrents@aol.com

TO CONTRACTOR:

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

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

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

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

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

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON

BY:

Kathleen Mills, Chair DATED
Board of Park Commissioners

Tim Street, Director DATED
Bloomington Parks and Recreation

Margie Rice, Corporation Counsel DATED

**SOUTHSIDE RENTAL CENTER,
INC.**

BY:

Signature DATE

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Fourth of July Parade:

Deliver and set up 20' x 40' tent and 90 chairs on the south lawn of the Monroe County Courthouse on Kirkwood Avenue

Deliver and set up stage risers, two (2) 10' x 10' tents and four (4) 6' banquet tables in front of the Fountain Square Mall entrance on Kirkwood Ave.

Holiday Market:

Deliver and set up a 30'x30'tent with lights and a 30'x40' tent with lights in the south parking lot of City Hall on Morton Street and a 20'x20' tent on the brick plaza outside of City Hall.

EXHIBIT “B”

PROJECT SCHEDULE

Fourth of July Parade:

Delivery and set up of equipment will be completed by noon on Thursday, July 3, 2025. Tear down and removal of equipment will be immediately following the parade (approx.. 1pm) on Friday, July 4, 2025.

Holiday Market:

Delivery and set up of tents will be Friday, November 28, 2025 and take down and removal of tents will be completed after the event (4pm or later) on Saturday, November 29, 2025.

EXHIBIT "C"

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

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

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

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

Signature

Printed name

STAFF REPORT

C3

Agenda item

Admin. Approval: TS

Date: 5/7/25

TO: Board of Park Commissioners
FROM: Amy Shrake Program/Facility Coordinator
DATE: April 23, 2025
SUBJECT: PARTNERSHIP AGREEMENT WITH LAKE MONROE SAILING ASSOCIATION

Recommendation

Staff recommends approval of a partnership agreement with Lake Monroe Sailing Association (LMSA).

Funding Source: Revenue collected into 2211-18-184500-43270
Expenses paid from 2211-18-184500-53990

Total 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 existence since 1996. The goal of the partnership is to provide an opportunity for the Bloomington community to participate in a diverse sailing program, which is designed to introduce beginner participants to the sport, as well as to provide for skill advancement. The Youth Sailing Camp will run 9 weeks of summer. Adult sailing classes run all summer into the fall.

BPR collects registrations and LMSA does all the programming at their facility. In addition, BPR will provide marketing in the form of a brochure and space in the program guide.

RESPECTFULLY SUBMITTED,



Amy Shrake, Program/Facility Coordinator



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

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, 2026 unless terminated earlier as provided under Article 7.0.

3.0 Bloomington Parks & Recreation:

3.1 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.

3.2 BPRD agrees to:

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.
2. Communicate with the public and participants regarding concerns or questions about the program.
3. Implement participant registration, collect money and registration forms, email registration confirmation and program information.
4. Provide rosters of all participants to coordinators prior to the start of each course.
5. Provide coordinators with reports of fees collected prior to the start of each course.

6. Perform the following payment transactions:
 - a) Collect registration fees of \$250 per participant for Youth Sailing;
 - b) Collect registration fees of \$350 per participant for Adult Keel Boat Sailing;
 - c) Collect registration fees of \$600 per participant for Adult Keel Boat Sailing with certification;
 - d) Collect registration fees of \$300 per participant of Adult Small Boat Sailing;
 - e) Collect registration fees of \$500 per participant of Adult Small Boat Sailing with certification;
 - f) Collect registration fees of \$150 per registration for Friends and Family Sailing;
 - g) Pay LMSA the fee collected less \$41.00 for each participant registered upon receiving the invoices from LMSA;
 - h) Retain \$15.00 for each cancelled registration;
 - i) 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.:

- 4.1 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.
- 4.2 LMSA agrees to:
 1. Provide and maintain the following equipment: sailboats, life vests, ropes, sails, books, a motorboat, lifesaving apparatus, and first aid equipment.
 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.
 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. Provide invoices to BPRD as detailed in section 3.2.6.i)
 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.
- 6. Provide the overall program structure including all planning, organizing, and implementing of the instructional program.
 - 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.

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between LMSA 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 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.
- 5.4 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.5 LMSA is recognized as having the expertise and experience to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues. LMSA shall be allowed to deal exclusively with curriculum, learning objectives, teaching techniques, equipment, and boat matters.
- 5.6 The location of the program shall be provided by the LMSA at their facilities at 7600 S. Shields Ridge Road.
- 5.7 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property.
- 5.8 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.

- 5.9 The parties will evaluate this Agreement and the services provided during the month of January 2026.
- 5.10 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	Becky Higgins
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.

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.

LAKE MONROE SAILING ASSOCIATION, INC.:

Walt Johnson, General Manager, LMSA

Date

Bill Polansky, LMSA Commodore

Date

CITY OF BLOOMINGTON:

Tim Street, Administrator, BPRD

Date

Kathleen Mills, Chair
Board of Park Commissioners

Date

Margie Rice, 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

C4

Agenda item

Admin. Approval: TS
Date: 5/7/25

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: May 15, 2025
SUBJECT: PARTNERSHIP WITH USFWS FOR POLLINATOR HABITAT WORKSHOPS

Recommendation

Staff recommends approval of this partnership with USFWS to host two Pollinator Partnership workshops at Rogers Family Park in June 2025. There is no exchange of funds.

Background

The goal of this project is to jointly host two pollinator habitat workshops at Rogers Family Park in June, 2025. These workshops will take place at the established prairie, the installation of which was funded by a USFWS grant in 2017. During the 2-hour workshops, participants will attend four sessions to learn how to restore pollinator habitat. Topics include site preparation, species selections, and learning to identify plants and pollinators. The workshops will be offered free of charge to BPRD staff on June 13th and the public on June 14th. A restoration guide will be provided for all participants by USFWS. Rain dates will be: June 27th and 28th, 2025.

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



**2025 PARTNERSHIP AGREEMENT WITH
US FISH AND WILDLIFE SERVICE
FOR POLLINATOR HABITAT WORKSHOPS**

THIS AGREEMENT is entered into by and between Bloomington Parks and Recreation ("BPRD") and US Fish and Wildlife Services ("USFWS").

WHEREAS, BPRD and USFWS desire to cooperate in the hosting of pollinator habitat workshops at Rogers Family Park;

WHEREAS, BPRD and USFWS are qualified to perform such services; and

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

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

NOW, THEREFORE, in consideration of the foregoing and other valuable considerations set forth below, which the Parties acknowledge as sufficient, the Parties agree as follows:

1. Purpose of Agreement

The goal of this project is to jointly host two free pollinator habitat workshops at Rogers Family Park in June, 2025. These workshops will take place at the established prairie, the installation of which was funded by a USFWS grant in 2017. During the 2-hour workshops, participants will attend four sessions to learn how to restore pollinator habitat. Topics include site preparation, species selections, and learning to identify plants and pollinators. The workshops will be offered free of charge to BPRD staff on June 13th and the public on June 14th. A restoration guide will be provided for all participants by USFWS. Rain dates will be: June 27th and 28th, 2025.

2. Duration of Agreement

This Agreement commences May 15, 2025 and expires December 31, 2025 unless terminated earlier as provided under Article 8 of this Agreement.

3. Bloomington Parks and Recreation Department

BPRD aims to partner with USFWS to host two free, education events. The events, held at Rogers Family Park on Friday, June 13 and Saturday, June 14, 2025 from 9 to 11 a.m., will

promote pollinator habitat awareness and share all the steps that go into restoring pollinator habitat.

BPRD agrees to:

- 3.1. Communicate frequently with Camille Verendia, USFWS Private Lands Biologist, and bring any related issues to their attention.
- 3.2. Support marketing efforts by assisting in the creation and distribution of promotional content for social media, email newsletters, Summer 2025 BPRD Program Guide, etc.
- 3.3. Provide outdoor venue spaces at Rogers Family Park.
- 3.4. Provide 2 pop-up tents and drinking water for the events.
- 3.5. Provide at least 3 staff to assist with event setup and tear down.
- 3.6. Assist with participant recruitment; prior to the event, and check in participants.

4. US Fish and Wildlife Service

USFWS aims to partner with BPRD to host two free, education events. The events, held at Rogers Family Park on Friday, June 13 and Saturday, June 14, 2025 from 9 to 11 a.m., will promote pollinator habitat awareness and share all the steps that go into restoring pollinator habitat.

USFWS agrees to:

- 4.1. Communicate frequently with Joanna Sparks, BPRD Urban Greenspace Manager, and bring any related issues to their attention.
- 4.2. Support marketing efforts by assisting with the creation of promotional content for social media, and with content distribution through social media tags and shares.
- 4.3. Provide habitat toolkit for participants.
- 4.4. Plan, coordinate, and staff the four workshop stations; collect and provide necessary equipment and supplies for each activity, except for supplies provided by BPRD.
- 4.5. Provide at least 2 staff to assist with event setup and tear down.
- 4.6. Assist with participant recruitment; prior to and during the event.

5. Terms Mutually Agreed to By All Partners:

The intent of this Agreement is to document a mutually beneficial partnership among BPRD and USFWS for Pollinator Habitat Workshops.

BPRD and USFWS agree to:

- 5.1. Manage visitor safety and regulate flow of visitor foot traffic at the workshops.
- 5.2. Coordinate site and facility usage and logistics with BPRD staff.
- 5.3. Ensure 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, and supplies/materials according to the timetable agreed upon by all partners.

6. Insurance:

USFWS is a federal agency covered under the Federal Tort Claims Act (“FTCA”) under which an insurance agency can submit FTCA claims on behalf of insured customers. BPRD maintains comprehensive general liability insurance.

7. Notice and Agreement Representatives:

1. Notice regarding significant concerns, issues of non-compliance, or general operational implementation of this Agreement shall be provided to:

BPRD

Joanna Sparks, Urban Greenspace Manager
812-349-3497
sparkj@bloomington.in.gov

USFWS

Camille Verendia
812-272-4420
camille_verendia@fws.gov.

8. Termination:

- 8.1. Termination by mutual agreement: The partners may terminate this Agreement prior December 31 2025, by mutual written agreement only.
- 8.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partners shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement.

Indemnity:

Each party agrees to release, hold harmless and forever indemnify the other party and its volunteers, employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

IN WITNESS WHEREOF, the partners have signed this Agreement on the date last indicated below.

**CITY OF BLOOMINGTON
PARKS AND RECREATION**

US FISH AND WILDLIFE SERVICE

Tim Street, Director DATE

Brent Sodergren, DATE
USFWS State Coordinator

Kathleen Mills, President
Board of Park Commissioners

DATE

EXHIBIT “A”

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

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

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

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

Signature

Printed name

STAFF REPORT

C5

Agenda item

Admin. Approval: TS

Date: 5/7/25

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: May 15, 2025
SUBJECT: 2025 Service Agreement with Frontier Fire Protection, LLC

Recommendation

Staff recommends the approval of the 2025 service agreement with Frontier Fire Protection, LLC for the parks department. The total amount is not to exceed \$9,000.00.

The account lines to pay for this service will be: 2011-18-185000-53610 NR (TLRC); 2204-18-187202-53650 GF (Winslow); 2204-18-187208-53650 GF (Olcott); 2204-18-187001-53610 GF (TLSP); 2204-18-182001-53610 GF (Bryan); 2204-18-182002-53610 GF (Mills); 2204-18-182500-53610 GF (FSC); 2204-18-183500-53610 GF (Golf); 2204-18-189000-53610 (OPS).

Background

Frontier Fire Protection is a company located in Indianapolis that provides backflow repairs and replacements, and fire sprinkler services in Monroe and surrounding counties.

RESPECTFULLY SUBMITTED,



Daren Eads, Sports Facility Coordinator

**The City of Bloomington Parks Department
and
Frontier Fire Protection, 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 Frontier Fire Protection, 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, 2025.
 - 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 (\$9,000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Daren Eads, City of Bloomington, PO Box 848, Bloomington, IN 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Frontier Fire Protection, LLC
Attn: Daren Eads, Facility Coordinator	Attn: Michael Myers, Owner
PO Box 848	PO Box 1141
Bloomington, Indiana 47402	Martinsville, Indiana 46151
eadsd@bloomington.in.gov	Mike@ffp-indy.com

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

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

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

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

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

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

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON

BY:

Kathleen Mills, Chair DATED
Board of Park Commissioners

Tim Street, Director DATED

Margie Rice, Corporation Counsel DATED

**FRONTIER FIRE PROTECTION,
LLC**

BY:

Signature DATED

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Repair/Replace components to the backflows and fire sprinkler systems at parks facilities on an as needed basis.

EXHIBIT “B”

PROJECT SCHEDULE

Frontier Fire Protection will perform repairs and replacements at parks facilities as needed. Quoted prices and work schedules will be agreed upon by both parties before work begins.

EXHIBIT "C"

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

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

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

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

Signature

Printed name

STAFF REPORT

C6

Agenda item

Admin. Approval: TS

Date: 5/7/25

TO: Board of Park Commissioners
FROM: Amy Leyenbeck, Operations Coordinator
DATE: May 15, 2025
SUBJECT: HFI Installation of Sewage pump at Rose Hill Office

Recommendation

Staff recommends approval of the contract with HFI to install a Liberty sewage pump on the sanitary line and pump to the lateral connection at the street for \$19,091.00, funding source 2204-18-189000-53990.

Background

The current lateral sewage line on Elm street that the Rose Hill office is connected to is severely compromised, leading to sewage backing up in the floor drain of the basement during times of heavy rainfall. The Utility department determined the best course of action is to install a pump in the basement and connect to the lateral line on 4th street instead.

RESPECTFULLY SUBMITTED,



Amy Leyenbeck, Operations Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Harrell-Fish Incorporated

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 Incorporated (“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 July, 2025
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Nineteen thousand and ninety one (\$19,091.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator, City of Bloomington, Email address: amy.leyenbeck@bloomington.in.gov, Mailing address:P.O. Box 848, Bloomington IN 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Harrell-Fish Incorporated
Attn: Mark Marotz, Project Manager	Attn: Jared Shelton, Account Manager
PO Box 848	1331 S Curry Pike, PO Box 1998
Bloomington IN 47401	Bloomington, IN 47402
Marotzm@bloomington.in.gov	E-mail: jshelton@harrell-fish.com

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

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

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

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

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

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

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

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON

BY:

Kathleen Mills, Chair DATED
Board of Park Commissioners

Tim Street, Director DATED

Margie Rice, Corporation Counsel DATED

Harrell-Fish Incorporated

BY:

Signature DATED

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Harrell-Fish, Inc. proposes to furnish labor, tools, and components to install a Liberty sewage pump on the sanitary line and pump to the lateral connection at the street.

Inclusions:

- Cap off existing sanitary lines
- Furnish and install:
 - o Excavation
 - o Liberty Provore 115V Pump
 - o 3” Y interior connection and cleanout
 - o 2” Sch 40 pipe and fittings
 - o 3” Sch 40 pipe and fittings
- Labor
- Start Up
- Verify Operations

Exclusions:

- Overtime/Shift Work.
- Sidewalk concrete/backfill
- Landscaping
- Any repairs outside of scope listed above

Total Project Investment: \$19,091.00

EXHIBIT “B”

PROJECT SCHEDULE

Emergency repair work will begin on May 7, 2025 and should conclude by July 31, 2025.

EXHIBIT "C"

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

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

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

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

Signature

Printed name

EXHIBIT “D”

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

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

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

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

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

Signature

Printed name

STAFF REPORT

C7 Agenda item

Admin. Approval: TS
Date: 5/7/2025

TO: Board of Park Commissioners
FROM: Satoshi Kido, Sports Services Division Director
DATE: May 15, 2025
SUBJECT: Approval of service agreement between the City of Bloomington Parks & Recreation and Price Electric Incorporated

Recommendation

Staff recommends approval of the service agreement between the City of Bloomington Parks & Recreation and Price Electric Incorporated.

Background

Price Electric will install LED lights with push button switch to control the lights at Bryan Park Tennis courts, similar to recent upgrades at Winslow Sports Park and RCA Park. This will increase energy efficiency and reduce light usage on nights when the courts are not being used. The total amount of this project is \$8,830.00 and funding source is the Fleet & Equipment Electrification Budget from ESD.

RESPECTFULLY SUBMITTED,



Satoshi Kido, Sports Services Division Director

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

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and Price Electric Incorporated (“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 29th day of August, 2025.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed eight thousand eight hundred thirty (\$8,830) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Satoshi Kido, City of Bloomington, 401 N Morton St. Ste. 250 PO BOX 848 Bloomington, IN 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Price Electric
Attn: Satoshi Kido, Project Manager	Attn: Triston Baker, Project Manager
401 N Morton St. PO BOX 848	724 E Thomson Drive
Bloomington, IN 47402	Bloomington, IN 47401
E-mail: Satoshi.kido@bloomington.in.gov	E-mail: triston@priceelectricinc.com

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

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

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

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

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

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

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

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON

BY:

Kathleen Mills, Chair DATED
Board of Park Commissioners

Tim Street, Director DATED

Margie Rice, Corporation Counsel DATED

Price Electric Incorporated

BY:

Signature DATED

Printed Name

Title

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following:

To install new LED flood lights on existing poles at Bryan Park Tennis courts.

Price includes the following:

8 LED Flood lights

Bucket truck rental

Miscellaneous materials and labor Sub Total - \$4,950

To install (2) push button switches and timer relay's to control tennis courts lights

Material and labor Subtotal - \$3,880

Grand Total - \$8,830

Notes: Price is based upon the wires feeding the south tennis court are to the pole light next to the court gate. Price will increase if further wiring and trenching are needed.

EXHIBIT “B”

PROJECT SCHEDULE

This project shall be completed by August 29, 2025.

EXHIBIT "C"

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

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

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

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

Signature

Printed name

STAFF REPORT

C8 Agenda item

Admin. Approval: TS
Date: 5/7/2025

TO: Board of Park Commissioners
FROM: Satoshi Kido, Sports Services Division Director
DATE: May 15, 2025
SUBJECT: Approval of service agreement between the City of Bloomington Parks & Recreation and PepsiCo Beverage Sales, LLC

Recommendation

Staff recommends approval of the service agreement between the City of Bloomington Parks & Recreation and PepsiCo Beverage Sales, LLC

Background

PEPSICO BEVERAGE SALES, LLC has provided beverage service to the Sports Division facilities, including Bryan Park/Mills pools, Cascades Golf Course, Frank Southern Ice Arena, and Twin Lakes Recreation Center in the past three years. This is the renewing contract for the next 3 years, till May 2028.

RESPECTFULLY SUBMITTED,



Satoshi Kido, Sports Services Division Director

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
PEPSICO BEVERAGE SALES, LLC

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

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is 1st Day of June 1, 2025.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of May, 2028.
 - 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 Forty Eight Thousand Nine Hundred (\$48,900.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Satoshi Kido, 401N Morton St. Ste 250, PO Box 848, Bloomington, IN 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator

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

ANNUAL SPONSORSHIP - \$9,000

- Years 1 – 3
- Funds will be paid within 60 days of signing the agreement and within 60 days of the agreement anniversary date in Years 2-3
- Year 1: \$9,000
- Year 2 & 3: \$9,000 indexed at 90% of 1667 gallons/cases for previous year
- Term: \$27,000 Total

BOTTLE AND CAN VARIABLE - \$2.25/Case

- Each year Pepsi will accrue \$2.25 Rebate per case Fund on all Bottle and Can products purchased
- Funds will be handled as a “checkbook” and paid directly to the customer following the end of each contract year
- Estimated: \$2,700/year*

FULL SERVICE - 25% Commission

- Pepsi will pay 25% commission rate on all Full Service Vending
- Pepsi would like to expand vending portfolio with additions of Glass Front Vendors in the right locations.
- Pepsi can also provide “Hello Goodness” vending which focuses on healthier options.
- Estimated: \$4,600/year*
- Term: \$13,800 Total

Grand Total - \$48,900

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor’s work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
5. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The City’s Project Manager shall act on the City’s behalf with respect to this Agreement.
6. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

7. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit “B”**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
8. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
9. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.
10. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
11. **Indemnification.** Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor’s knowledge or consent. Such indemnity shall include attorney’s fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

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

- 12. Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
 - b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
 - c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
 - d. Umbrella/Excess Liability with a required limit of \$1,000,000.

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

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

- 13. Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 14. Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 15. Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

- 16. Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- 17. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 18. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
- 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 et seq., and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
- 20. Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 21. E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "C"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.
- 22. Non-Collusion.** Contractor certifies that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.
- 23. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:

City of Bloomington	PEPSICO BEVERAGE SALES, LLC
---------------------	-----------------------------

TO CONTRACTOR:

Attn: Satoshi Kido, Sports Division Director	Attn: Charles Guhl, Account Manager
PO Box 848, N Morton St. Ste. 250	317-459-7360
Bloomington, IN 47402	Charlese.guhl@pepsico.com
Satoshi.kido@bloomington.in.gov	

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.

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

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

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON

BY:

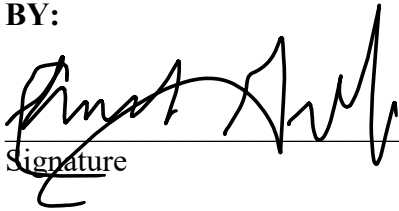
Kathleen Mills, Chair DATED
Board of Park Commissioners

Tim Street, Director DATED

Margie Rice, Corporation Counsel DATED

PEPSICO BEVERAGE SALES, LLC

BY:

 4/11/23

Signature DATED

Charles Guhl

Printed Name

FSR

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

REQUIRED SERVICES:

- Communicate with site managers to accommodate their beverage service's needs.
- Check vending machines inventory and functionality.
- Provide "deposits" in case vending machines do not have drinks or are not working properly.
- Arrive at scheduled delivery times agreed to each facility.

EXHIBIT “B”

PROJECT SCHEDULE

Contractor shall perform the Services as agreed upon schedule between the “Department” and “Contractor” starting June 1, 2025 – May 31, 2028 (3 year term)

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: 5/7/25

TO: Board of Park Commissioners
FROM: Mary Welz, Natural Resources Manager
DATE: May 15, 2025
SUBJECT: Contract for Griffy Lake Nature Preserve Deer Hunt – White Buffalo

Recommendation

Staff recommends approval of this contract with White Buffalo Inc.

Total amount of contract: \$25,474
Funding source: 2211-18-184000-53990

Background

Studies of the deer population in Bloomington officially began with the establishment of the Joint City of Bloomington-Monroe County Deer Task Force, a citizen group created by local government in response to concerns from ecologists and residents about deer damage in the Griffy area. The Deer Task Force submitted their official report of findings in 2012, and the report was formally accepted as an advisory document by the Common Council on December 12, 2012. The Task Force recommended a sharpshooting effort to reduce the deer population within the Preserve. A sharpshooting effort was attempted in 2014 but was unsuccessful due to a large acorn crop that interfered with the timing of deer coming to bait stations. Deer management has been conducted since 2017 with the following results:

2017	62 deer removed
2019	26 deer removed
2020	40 deer removed
2021	47 deer removed
2022	46 deer removed
2023	33 deer removed
2024	19 deer removed

The Community Hunting Access Program was developed by the Indiana Dept. of Natural Resources to provide hunting opportunities for Indiana hunters. CHAP funding was received for the deer hunts in 2019, 2020, and 2021. DNR has discontinued the CHAP program so funding has been requested through the Bloomington Parks and Recreation Natural Resources non-reverting fund again for this year.

White Buffalo Inc. (WBI) will provide assistance in the recruitment of hunters and will provide a proficiency screening for hunting applicants, supervise scheduled hunting activities, select general hunting locations within GLNP, facilitate in the removal of harvested deer, and generate a final report.

All rules and regulations that apply to hunting deer in the state of Indiana during the firearms season will be followed. A multi-step process will be used to vet hunters to ensure compatibility with program goals. Hunters will be selected based on their demonstrated safe and proficient use of a firearm, hunting

March 2025

experience, community involvement, and commitment to hunting ethics and safety.

Timing

The proposed time frame for this year's deer cull coincides with the first two weekends of firearm deer hunting season in Indiana, November 15-16 and November 22-23 2025.

Participants

The hunt will be conducted by licensed Indiana hunters who have been vetted, trained and supervised by White Buffalo Inc., a leading expert in population control of white-tailed deer in urban areas. This firm was selected based on their familiarity with Midwestern forest ecosystems, their research knowledge and comprehensive understanding of the ecology of white-tailed deer, and their flawless safety record.

Safety


Safety is the first priority of the deer herd reduction effort, and takes precedence over all other considerations. Sharpshooting will take place from elevated stands so the trajectory of bullets will be down and into the ground. A private security firm will be hired by the BPR to patrol the area surrounding Griffy Lake Nature Preserve, and to advise members of the public of the temporary closure of the property during the cull. Security personnel will be in contact with White Buffalo at all times to inform them of potential conflicts with property users. Signs placed conspicuously at parking areas and trail heads will inform the public of the closure of the property during the two weekends of the cull.

Long-Term Deer Management Plan

Maintaining the deer herd in numbers that will allow the understory forest vegetation to recover is the long-term goal. Bloomington Parks and Recreation staff will continue monitoring the presence and height of forest understory plants, including tree seedlings, in established control plots. Data collected in future growing seasons will help determine whether or not additional deer need to be removed the following winter in order for the plant population to recover.

Bloomington Parks and Recreation will communicate with staff from the IU Research and Teaching Preserve to coordinate notification about property closures.

RESPECTFULLY SUBMITTED,



Mary Welz, Natural Resources Manager



AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
White Buffalo Inc.

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

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31 day of December, 2025
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Twenty-five thousand, five-hundred and seventy-four (\$25,474) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to Mary Welz, City of Bloomington, 401 N. Morton St, Suite 250, Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	White Buffalo Inc.
Attn: Mary Welz, Project Manager	Attn: Ryan Rodts
401 N. Morton St., Suite 250	6B Kings Hwy
Bloomington, IN 47404	Chester, CT, 06469
mary.welz@bloomington.in.gov	ryan.rodts@whitebuffaloinc.org

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

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

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

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

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

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

[Signatures are on the following page.]

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

**CITY OF BLOOMINGTON
BY:**

**WHITE BUFFALO INC.
BY:**

Kathleen Mills, Chair DATED
Park Board

Signature DATED

Tim Street, Director DATED

Printed Name

Margie Rice, Corporation Counsel DATED

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

White Buffalo Inc. (WBI) will provide assistance to the municipality in the recruitment of hunters for participation in a firearm hunt to be conducted during the regular deer hunting season. In addition, they will provide a proficiency screening for hunting applicants, supervise scheduled hunting activities, select general hunting locations within GLNP, facilitate the removal of harvested deer, and generate a report detailing the results of the hunt.

EXHIBIT “B”

PROJECT SCHEDULE

Hunter recruitment will begin in May 2025

Proficiency screening will be conducted in July or August 2025

Hunting locations will be selected in October 2025. Hunts will be conducted on November 15-16 and November 22-23, 2025.

Report will be submitted by Dec. 31, 2025

EXHIBIT "C"
AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES

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

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

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

Signature

Printed name

STAFF REPORT

C-10 Agenda item

Admin. Approval: TS
Date: 5/7/25

TO: Board of Park Commissioners
FROM: Sims, Jason – Golf Facilities Manager
DATE: May 15, 2025
SUBJECT: Golf Course High School Partnership Agreement

Recommendation

Staff recommends the approval of revisions to our current High School Golf Partnership

Background

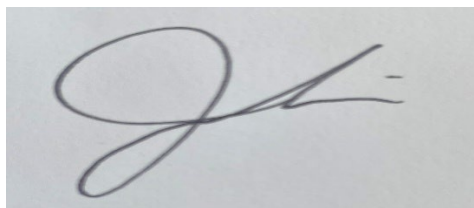
We allow Bloomington North and Edgewood High school to use Cascades Golf Course during their boys' and girls' respected seasons at a discounted rate. This agreement is substantially similar to past years' versions, with revisions to price and verbiage about tee times.

Parks will provide approximately five tee times or alternate courses for the first five days of team try-outs at no charge.

The price changes from last year are to the discounted season pass rates for each player during the designated season (the season is considered as 1st day of practice to sectional date). The updated rates are:

- a) Girls' season \$75 per player
- b) Boys' season \$100 per player

RESPECTFULLY SUBMITTED,



Sims, Jason – Golf Facilities Manager



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

This Agreement, by and between the City of Bloomington Parks and Recreation Department ("BPRD") and Bloomington High School North and Edgewood High School ("High Schools"), is entered into on the last day in the signature block below.

WHEREAS, BPRD and the High Schools desire to cooperate in the provision of competitive team golf programs for the students; and

WHEREAS, the High Schools are qualified to perform such services; 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 partnership, which will provide access for high school golf teams at Cascades Golf Course for practices and team competitions.

2.0 Duration of Agreement:

This Agreement is in effect from the date of signing until terms of a new partnership would be necessary, unless terminated earlier as provided under Article 7.0.

3.0 Bloomington Parks & Recreation:

3.1 The goal of BPRD is to provide an opportunity to the High Schools l to participate in competitive team golf at discounted rates from the general public rates.

3.2 For the High School teams during the designated competitive season, BPRD agrees to:

1. In cooperation with golf course maintenance, provide approximately 5 tee times or alternate course for the first 5 days of team try-outs at no charge.
2. In cooperation with golf course maintenance, provide the necessary and reasonable amount of tee times or alternate course after the 5 day try-out period. High Schools can book these tee times up to 7 day in advance.
3. Provide large green baskets of range golf balls at a discounted rate of \$15 per basket. 7 standard size buckets will equal 1 green bucket.
4. Charge the following discounted season pass rate for each player during the designated

season. Season is considered as 1st day of practice to sectional date.

a) Girls' season: \$75 per player

b) Boys' season: \$100 per player

5. Allow players access to one standard bucket of balls during non-practice days in the designated High School golf season. The buckets of balls used will get counted toward end of year range total. On non-practice days players can make tee times and walk with valid season passes.
6. Provide the course for 18 hole sectional/conference/invitational meets for the discounted outing fee of \$23 for players that are not on the High School teams. These events include the use of the range and must be scheduled on an agreed upon day and time.

4.0 High Schools:

- 4.1 The goals of the High Schools are to offer competitive golf teams for students to learn golf skills and participate in competitions.
- 4.2 The High Schools agree to:
 1. Schedule tee times in advance for play on the course.
 2. Occupy no more than 4 hitting stations on the driving range during practice times.
 3. Not excessively practice on any one hole of the Quarry, Pine, or Ridge golf holes.

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

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between the High Schools 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. Communication of the terms of this agreement will be exclusively between the appropriate parties.
- 5.3 The High Schools 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.
- 5.4 The High Schools are recognized as having the expertise and experience to run the competitive program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- 5.5 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), the High Schools 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.
- 5.6 The parties will evaluate this Agreement and the services provided at any time they deem it

necessary.

- 5.7 The High Schools 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 the High Schools' activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against the High Schools, 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:

Bloomington High School North Athletics

Andy Hodson, Athletic Director
390 North Kinser Pike
Bloomington, IN 47404
(812) 330-7831

BPRD

Satoshi Kido, Sports
401 N. Morton
Bloomington, IN 47404
(812) 349-3712

Edgewood High School Athletics

Jerry Bland, Athletic Director
601 Edgewood Drive
Ellettsville, IN 47429
(812)-876-2277

7.0 Termination

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

Signed and Agreed to on the last date entered below.

BLOOMINGTON NORTH HIGH SCHOOL:

Andy Hodson, Athletic Director

Date

EDGEWOOD HIGH SCHOOL:

Jerry Bland, Athletic Director

Date

CITY OF BLOOMINGTON:

Tim Street, Administrator, BPRD

Date

Kathleen Mills, President
Board of Park Commissioners

Date

Margie Rice, Corporation Counsel

Date

C-11 Agenda itemAdmin. Approval: TS
Date: 5/7/25

TO: Board of Park Commissioners
FROM: Rebecca Swift, Operations & Development Division Director
DATE: May 15, 2025
SUBJECT: REVIEW/APPROVAL OF PARK HOURS POLICY UPDATES

Recommendation

Staff recommends approval of the proposed updates to Park Hours Policy 13080 to establish specific operating hours for the City's two cemetery properties, Rose Hill and White Oak. These updates will formalize consistent, respectful, and manageable hours of public access aligned with the unique nature of these sites.

Background

Staff are proposing adjusted hours of operation for the two city-owned cemeteries, setting open hours from 7:00 a.m. to 10:00 p.m., as opposed to the standard 5:00 a.m. to 11:00 p.m. hours observed at other park properties. This recommendation is based on the unique nature of the cemetery as a solemn and sensitive space, where early morning and late-night activity is minimal. Unlike active parks that support recreational use during extended hours, the cemetery does not have the same level of infrastructure, such as lighting or surveillance, to support safe after-dark visitation. Additionally, limiting the hours helps reduce the risk of vandalism, loitering, or other security issues that have been observed in similar settings. This change reflects both a practical management decision and a respectful approach to maintaining the integrity of the space.

RESPECTFULLY SUBMITTED,**Rebecca Swift, Operations & Development Division Director**



CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities

Park Hours: 13080

Created: May, 1996

Updated: October 27, 2009/ November 2024/[May 2025](#)

POLICY RE: Park hours

City parks shall be open to the public daily from 5:00 a.m. to 11:00 p.m. local time. Exceptions include Rose Hill and White Oak Cemeteries, which shall be open to the public from 7:00 a.m. to 10:00 p.m. All city parks shall be open for public use during the hours of 5:00 a.m. to 11:00 p.m. local time.

Park paths intended for transportation may be used for their intended purpose (e.g., traveling to and from work) at all hours, but loitering or other use is prohibited.

All city parks shall have such hours posted at the park entrance(s), or suitably prominent location(s) as determined by the Department.

Pursuant to Indiana Code § 35-43-2-2, persons entering or using the park property before 5:00 a.m. or after 11:00 p.m. local time (with noted exceptions for transportation) are subject to arrest for criminal trespass.

The department shall retain the right to temporarily extend or reduce the hours of operation at any park. Any change to park hours will be noticed at least 24 hours in advance via posted signage at the site and updates through the parks website and social media channels. Temporary changes lasting more than 30 days shall require approval of the Board of Park Commissioners.