



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

Thursday, February 19, 2026

5:00–6:30 p.m.

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

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

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

<https://bloomington.zoom.us/j/81754949697?pwd=1azbMz2s8iZ8zEdnxQj9pVTPUMonTd.1>

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

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

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

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Board of Park Commissioners

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

CALL TO ORDER

I. ROLL CALL

II. AGENDA

A. Consent Calendar

Agenda Item Number	Topic/Description	Presenter
A-1	Approval of Minutes of January 15 2026 Regular Meeting	Kim Clapp

Agenda Item Number	Topic/Description	Presenter
A-2	Approval of Claims Submitted January 14 2026 through February 18 2026	Kim Clapp
A-3	Approval of Non-Reverting Budget Amendments	Kim Clapp
A-4	Review of Business Reports	Kim Clapp
A-5	Review/Approval of Credit Card Refunds	Kim Clapp
A-6	Approval of Surplus	Kim Clapp
A-7	Partnership agreement with Monroe County Civic Theater	Crystal Ritter
A-8	Noise Permit Approval for Parks Internal Events 2026	Cyrstal Ritter
A-9	BCFM Food and Beverage and Food Truck Vendor Template Agreements 2026	Clarence Boone
A-10	BCFM Farm Vendor Handbook and Template Agreement 2026	Clarence Boone
A-11	A Fair of the Arts Contract Template 2026	Crystal Ritter
A-12	Performance and Entertainment Template Agreement 2026	Crystal Ritter
A-13	Agreement with USFWS for Pollinator Workshops	Heidi Shoemaker
A-14	Twin Lakes Sports Park 2026 Concessions Agreement	Cody Martin
A-15	Winslow Sports Park 2026 Concessions Agreement	Cody Martin
A-16	Agreement with Frontier Fire Protection for 2026 TLRC Services	Cody Martin
A-17	Agreement with Anna McCoy for Art Commission	Tim Street
A-18	Approval of Corrective Deed for Switchyard Park parcel consolidation	Tim Street
A-19	Agreement with Aquatic Control for Miller-Showers Park Invasive Treatments	Heidi Shoemaker
A-20	Agreement with A&A Quickpump for Griffy Restroom services	Amy Leyenbeck
A-21	Addendum to Agreement with Bluestone Tree	Haskell Smith

B. Public Hearings and Appearances

Agenda Item Number	Topic/Description	Presenter
B-1	Bravo Award – David Skirvin	Julie Ramey
B-2	Staff Intro – Community Events Intern	Grace Olsen

C. Other Business

Agenda Item Number	Topic/Description	Presenter
C-1	Election of Vice President	Board
C-2	Endwright East Partnership Agreement for 2026	Leslie Brinson
C-3	Agreement with Convergint Technologies for Switchyard Security Camera Repair	Hsiung Marler
C-4	Addendum with LRT for Banneker Step Replacement Project Change Order	Kevin Terrell
C-5	Partnership Agreement with Bloomington Community Orchard	Haskell Smith
C-6	Renewal with Green Dragon for 2026 Mowing Services	Joanna Sparks

Agenda Item Number	Topic/Description	Presenter
C-7	Renewal with 4 U Lawn and Landscape for 2026 Mowing Services	Joanna Sparks
C-8	Agreement with Eco Logic for Griffy, Switchyard, and Miller-Showers Park Invasive Plan Management	Mary Welz
C-9	Appointment of Erica Eason to Environmental Resource Advisory Council	Heidi Shoemaker
C-10	Agreement with Bloomington Junior League Baseball for 2026	Cody Martin
C-11	Agreement with Monroe County Senior League Baseball for 2026	Cody Martin
C-12	Agreement with Bloomington Football Club for 2026	Cody Martin

D. Reports

Agenda Item Number	Topic/Description	Presenter
D-1	2025 Strategic Goals Update	Tim Street
D-2	Master Plan Community Survey Results	Tim Street

E. Public Comment

III. ADJOURNMENT



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

Thursday, January 15, 2026

5:30–6:30 p.m.

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

Zoom Option

Board of Park Commissioners

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

CALL TO ORDER at 5:02pm

I. Kathleen Mills, Ellen Rodkey and Jim Whitlatch were present. Israel Herrera was absent

II. AGENDA

A. Consent Calendar

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

Agenda Item Number	Topic/Description	Presenter
	Ellen Rodkey made a motion to approve the January consent calendar, Jim Whitlatch seconded motion. Vote taken and the motion unanimously carried 3-0.	

B. Public Hearings and Appearances

Agenda Item Number	Topic/Description	Presenter
B-1	Staff presented the January Bravo Award to Scott Emery in recognition of his long-standing volunteer service at Rose Hill and White Oak Cemeteries. Scott volunteered extensive time restoring and repairing historic monuments, securing headstones for veterans, organizing Wreaths Across America efforts, and educating others on preservation methods. His dedication predated current staff and reflected exceptional commitment to honoring local history.	Emily Buuck

C. Other Business

Agenda Item Number	Topic/Description	Presenter
C-1	Kathleen Mills, President of Board of Park Commissioners moved to elect 2026 Officers, Kim Clapp as Secretary, Kathleen Mills as President, Ellen Rodkey as Plan Commission Representative, and Jim Whitlatch as the Parks Foundation Liaison	Park Board
C-2	Staff recommended approval of Resolution 26-01: Appropriation of the Non-Reverting Budget for the 2026 fiscal year. The Non-Reverting Fund was funded from Parks various enterprise activities lessons, rentals and similar items across park facilities. Revenue budget totaled \$2,142,926 and the asked expense budget totaled \$2,315,222.21. Ellen Rodkey made a motion to approve Resolution 26-01: Appropriation of the 2026 Non-Reverting Budget, Jim Whitlatch seconded motion, and the motion passed unanimously by a 3-0 vote.	Tim Street
C-3	Staff recommended approval and continuation of the agreement with A&A Quickpump for Seminary portapotty services. The portapotty received heavy use and abuse, but served an important role in helping to keep the park clean. The amount of the agreement was not to exceed \$39,960. Due to the positive impact the portapotty had on surrounding downtown businesses, ESD offered to fund \$15,000, the remaining expense would be from Operations General. Jim Whitlatch, Park Board commented, providing restrooms where needed was important, and that neighboring businesses reported the portapotty had made a positive difference for their businesses. Jim asked what the ESD funds were. Tim	Tim Street

Agenda Item Number	Topic/Description	Presenter
	<p>Street, Director responded, the funds were specifically earmarked to help mitigate the effects from homeless on businesses around town. He noted that while the portalet served the park and reduced the impact there, it also benefited nearby businesses, and using ESD funds prevented the expense from falling completely on the Parks budget. Jim Whitlatch agreed that was important, emphasizing that the service supported the wider community, not just park users. Jim Whitlatch expressed concern about dedicating a significant amount of money to one portalet in one location, and suggested considering installing a camera, without invading privacy, to monitor vandalism. Jim recommended revisiting the issue periodically, particularly in spring when usage may increase, and asked about potential credits if service was reduced or not unused. Tim Street responded the cost was \$101 per trip and the contract allowed for the number of visits to be increased or decreased. Tim noted there was one camera in Seminary Park though the exact location was not known. Jim Whitlatch also suggested exploring whether the portalet could be relocated to a better location in the park. Brian Giffen, Homeless Response Coordinator stated there had been a lot of positive comments on the portalet and it was critical to the overall response. Kathleen Mills asked how often portolets at other locations were serviced. Tim Street responded they were typically serviced one or two times per week, usually involving only a pumping and general cleaning. The portalet at Seminary Park required additional cleanup as items were left that need removed before it could be pumped, needles made need to be dealt with, or additional time was need to clean graffiti. Parks staff were originally responsible for the cleanup, but due to the severity and frequency of the issue, and staff needs at other locations, outside service was required. Tim noted that contracting the cleaup was also an investment in parks staff by, protecting their time and what they had to deal with. Ellen Rodkey made a motion to approve the agreement with A&A Quickpump for Seminary portalet services, Jim Whitlatch seconded motion, and the motion passed unanimously by a 3-0 vote.</p>	
C-4	<p>Staff recommended approval of the agreement with Centerstone for the 2026 Brighten Bloomington partnership, which supported Parks Maintenance and Public Works projects while providing employment opportunities for Centerstone clients. The amount of the</p>	Amy Leyenbeck

Agenda Item Number	Topic/Description	Presenter
	<p>agreement would not to exceed \$538,000, Parks and Recreation would fund \$147,000, and the remaining \$381,000 would be funded from Public Works. Kathleen Mills asked how many people were typically involved in the program. Amy Leyenbeck responded that the program included a three-person rotating crew and 1 or 2 workers assigned at Switchyard Park. Jim Whitlatch asked if additional workers were needed. Amy Leyenbeck responded that the current staffing was effective, the concern of additional staffing would be the availability of reliable workers. Jim Whitlatch asked if other organizations could provide similar services. Amy responded that it was a pilot program, which had been successfully, and hopefully would expand in the future. Ellen Rodkey made a motion to approve the partnership, Jim Whitlatch seconded the motion, and the motion passed unanimously by a 3-0 vote.</p>	
C-5	<p>Staff recommended renewal of the Marshall Security contract for 2026, not to exceed \$382,466.39, funded by ARPA funds. Marshall security provided security services for core parks and the B-Line Trail, and had been responsive to staff needs, provided useful reporting, and met quarterly with staff to share information and address concerns. Kathleen Mills commented that the service had been working well but expressed a concerns about future funding, as ARPA funds would not be available in 2027. Vice President Ellen Rodkey asked whether there had been any fee increases, and if contractor locked the restrooms. Amy responded the only increase was due to the City's cost of living wage adjustment, and that Marshall Security checked the restrooms and locked them in the evening, which prevented overnight use. Ellen Rodkey made a motion to approve the contract renewal, Jim Whitlatch seconded the motion, and the motion passed unanimously by a 3-0 vote.</p>	Amy Leyenbeck
C-6	<p>Staff recommended approval of the agreement with B&L Sheet Metal to repair water infiltration issues in the Banneker Community Center gymnasium. The project would be funded by a \$20,000 Indiana Landmarks Black Heritage Preservation grant, with remaining cost covered by Banneker General and Non-Reverting Funds. Ellen Rodkey asked how staff connected with the Landmarks Black Heritage Preservation grant program and confirmed the roof would remain appropriate for a historic building. Kevin Terrell responded that Jonas Chang, Grant Manager identified the grant opportunity and assisted with the</p>	Kevin Terrell

Agenda Item Number	Topic/Description	Presenter
	application, and that a preservation study conducted by Ball State University helped secure the funding. Kevin noted that the work would focus on stopping the leak and would not involve significant cosmetic changes to the roof. Ellen Rodkey made a motion to approve the agreement, Jim Whitlatch seconded the motion, and the motion passed unanimously by a 3-0 vote.	
C-7	Staff recommended approval of a revised food truck fee structure for the 2026 Bloomington Community Farmers' Market. Vendors operating within a single standard market space would continue to pay the \$35 weekly fee, while vendors requiring more than one space would be charged a flat \$50 weekly fee. The revised structure aligned fees with space usage, addressed operational considerations, and was developed in consultation with the Farmers' Market Advisory Council. All revenue would be deposited into Farmers' Market General Fund. Ellen Rodkey made a motion to approve the revised fees, Jim Whitlatch seconded the motion, and the motion passed unanimously by a 3-0 vote.	Clarence Boone
C-8	Staff recommended approval of a contract with Davey Tree Expert company for the Tree Assistance Program (TAP) tree removals and mitigation pruning, not to exceed \$36,910, funded by Economic and Sustainable Development Department (ESD). The program assisted income-qualified homeowners with high-risk tree removal and mitigation, and fifteen applicants had been approved by the TAP Review Committee for spring 2026 work. Ellen Rodkey asked whether the assistance was fully covered, whether the participants paid a portion of the cost, and if this group was from the first batch of applicants. Haskell responded that the program paid up to \$2,500 per project based on contractor quotes, some participants paid no cost, and others contributed a portion, with the highest contributing \$1,800 during this pilot round. Kathleen Mills asked whether additional applications would be accepted, and Haskell responded that a second round would be offered to allow more residents to apply. Ellen Rodkey made a motion to approve the contract, Jim Whitlatch seconded the motion, and the motion passed unanimously by a 3-0 vote.	Haskell Smith
C-9	Staff recommended approval of an agreement with CanopyBloomington for the planting of up to twelve replacement trees as part of the Tree Assistance Program, in an amount not to exceed \$7,770. Funding would be from ESD. CanopyBloomington had been selected based	Haskell Smith

Agenda Item Number	Topic/Description	Presenter
	on its demonstrated success working with private homeowners on tree selection, placement and long-term care. Ellen Rodkey made a motion to approve the agreement, Jim Whitlatch seconded the motion, and the motion passed unanimously with a 3-0 vote.	
C-10	Staff recommended approval of a 2026 service agreement with JR Ellington for hazard tree removal and pruning, in an amount not to exceed \$25,000, funded through Urban Forestry General Fund. The agreement allowed for time-sensitive hazard and storm-related work that would be beyond the scope of Urban Forestry staff, and helped reduce the potential for injury and property damage. Ellen Rodkey made a motion to approve the service agreement, Jim Whitlatch seconded the motion, and the motion passed unanimously by a 3-0 vote.	Haskell Smith
C-11	Staff recommended approval of a service agreement with Bluestone Tree for hazard tree removal and pruning, not to exceed \$25,000, funded through Urban Forestry General Fund. The agreement addressed time-sensitive hazard trees and pruning in areas beyond the scope of Urban Forestry staff, to reduce the potential for injury and property damage. Ellen Rodkey made the motion to approve the service agreement, Jim Whitlatch seconded the motion, and the motion passed unanimously with a 3-0 vote.	Haskell Smith

D. Reports

Agenda Item Number	Topic/Description	Presenter
D-1	Staff presented the Parks End of Year Report and reported the General fund and Non-Reverting funds ended 2025 with budget surpluses. ARPA funding at the end of 2024 helped cover annual security funding in 2025 and 2026, and ARPA funds and City's 2025 capital bond deappropriated \$543k in original budgeted funds in February 2025. Cash balances increased and would provide additional flexibility for uncertain financial times ahead. After encumbrances, the GF surplus was \$208,952 and the Non-Reverting Fund surplus was \$59,592. Tim also noted that work was underway on the strategic portion of the Park's Master Plan, which would identify priorities, desired, and division-level actions and goals to support long-term financial sustainability and informed decision-making based on community needs.	Tim Street

E. Public Comment none were received

F. Tim Street, Director, provided department updates and noted that FreezeFest was coming up, strategic planning information would be shared soon, and the next Park Board meeting was scheduled for Thursday February 19 2026 at 5:00 p.m.

III. ADJOURNMENT

Kathleen Mills adjourned the meeting at 5:52 p.m.

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/23/2026	Payroll				193,823.32
					<u>193,823.32</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 193,823.32

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Board of Park Commissioners Claim Register

Invoice Date Range 01/17/26 - 01/30/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WXK-FL6F-G93X	18-(6)ct 25inx30in Easel Pads for Parks Master Plan Session	Paid by EFT # 70375		01/20/2026	01/20/2026	01/30/2026		01/30/2026	79.99
5099 - Office Three Sixty, INC	3341630	18-(3) Boxes Pens, 5" x 8" Writing Pads, Markers for Main Office	Paid by EFT # 70497		01/20/2026	01/20/2026	01/30/2026		01/30/2026	69.40
5099 - Office Three Sixty, INC	105754CM	18-Credit Memo #105754CM Invoice #2977288	Paid by EFT # 70497		01/20/2026	01/20/2026	01/30/2026		01/30/2026	(24.76)
Account 52110 - Office Supplies Totals										
								Invoice Transactions	3	\$124.63
Account 53220 - Postage										
933 - United States Postal Service	OOTC-2025-002	18- Parks Postage from 1/1/25 - 12/17/25 - 1,060 pieces	Paid by Check # 81116		01/20/2026	01/20/2026	01/30/2026		01/30/2026	947.80
Account 53220 - Postage Totals										
								Invoice Transactions	1	\$947.80
Account 53410 - Liability / Casualty Premiums										
1847 - Hylant of Indianapolis, LLC	618754	06-Insurance Premium COB 01/01/26- 12/31/2026	Paid by EFT # 70452		01/20/2026	01/20/2026	01/30/2026		01/30/2026	235,330.11
Account 53410 - Liability / Casualty Premiums Totals										
								Invoice Transactions	1	\$235,330.11
Account 53910 - Dues and Subscriptions										
9031 - Indiana Park And Recreation Association	37978	18- 2026 Department Membership Renewal	Paid by Check # 81101		01/20/2026	01/20/2026	01/30/2026		01/30/2026	2,179.00
Account 53910 - Dues and Subscriptions Totals										
								Invoice Transactions	1	\$2,179.00
Account 53990 - Other Services and Charges										
8569 - 110%, INC	2583	18-Parks Department Master Plan Creation 2026-2030 - Dec 2025	Paid by EFT # 70367		01/20/2026	01/20/2026	01/30/2026		01/30/2026	4,427.00
Account 53990 - Other Services and Charges Totals										
								Invoice Transactions	1	\$4,427.00
Program 181100 - Marketing										
Account 52420 - Other Supplies										
2895 - Rapid Reproductions, INC	124724	18-42" x 100' rolls paper for plotter 2026 #6	Paid by EFT # 70516		01/20/2026	01/20/2026	01/30/2026		01/30/2026	1,006.00
Account 52420 - Other Supplies Totals										
								Invoice Transactions	1	\$1,006.00
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007495559	18-December 2025 display ads & classifieds	Paid by EFT # 70442		01/20/2026	01/20/2026	01/30/2026		01/30/2026	1,135.00



Board of Park Commissioners Claim Register

Invoice Date Range 01/17/26 - 01/30/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53320 - Advertising										
1078 - Kamrex, INC (VFW Program)	332576	18-1/8 page ad for TLR in VFW Program - # 81105 Holiday issue 2025	Paid by Check		01/20/2026	01/20/2026	01/30/2026		01/30/2026	139.50
Account 53990 - Other Services and Charges										
129 - FedEx Print Service, INC (Printing Only)	BMGK00121884	18-laminate Kid City Break Days 2 sandwich bds-Acct #0547243307	Paid by EFT # 70435		01/20/2026	01/20/2026	01/30/2026		01/30/2026	39.70
Account 53990 - Other Services and Charges Totals										
Program 181100 - Marketing Totals										
Invoice Transactions 2										
\$1,274.50										
Program 182001 - Aquatics - Bryan Pool										
Account 52420 - Other Supplies										
7192 - Adolph Kiefer & Assoc, LLC (The Lifeguard Store)	INV001562887	18- AQ Lane lines- to create swimming lanes in the pool 11/26/25	Paid by EFT # 70371		01/20/2026	01/20/2026	01/30/2026		01/30/2026	2,240.00
Account 52420 - Other Supplies Totals										
Program 182001 - Aquatics - Bryan Pool Totals										
Invoice Transactions 1										
\$2,240.00										
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3184393959	18-FSC Zam Propane 12/09/25	Paid by EFT # 70377		01/20/2026	01/20/2026	01/30/2026		01/30/2026	185.46
2708 - AmeriGas Propane, LP	3184856434	18-FSC Zam Propane 12/23/25	Paid by EFT # 70377		01/20/2026	01/20/2026	01/30/2026		01/30/2026	67.39
2708 - AmeriGas Propane, LP	3184068634	18-FSC Zam Propane 12/02/25	Paid by EFT # 70377		01/20/2026	01/20/2026	01/30/2026		01/30/2026	101.46
2708 - AmeriGas Propane, LP	3185209994	18-FSC Zam Propane 12/30/25	Paid by EFT # 70377		01/20/2026	01/20/2026	01/30/2026		01/30/2026	106.65
2708 - AmeriGas Propane, LP	3184678142	18-FSC Zam Propane 12/16/25	Paid by EFT # 70377		01/20/2026	01/20/2026	01/30/2026		01/30/2026	152.38
Account 52240 - Fuel and Oil Totals										
Invoice Transactions 5										
\$613.34										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	22367	18-(1) bundle of paper bags for FSC	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	33.00
8658 - Kleindorfer's Hardware LLC	32665	18-(4) 5 gal buckets, 1 window squeezer, (12) bolts,, (12) nuts	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	34.31
Account 52420 - Other Supplies Totals										
Invoice Transactions 2										
\$67.31										



Board of Park Commissioners Claim Register

Invoice Date Range 01/17/26 - 01/30/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53730 - Machinery and Equipment Rental										
9501 - CTM Services, INC	016191	18-Zamboni leasing 12/27/25-01/26/26	Paid by EFT # 70418		01/20/2026	01/20/2026	01/30/2026		01/30/2026	2,950.00
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	7189	18-FSC Cleaning (SA) 11/03/25 & 11/17/25	Paid by EFT # 70428		01/20/2026	01/20/2026	01/30/2026		01/30/2026	400.00
53657 - Plymate, INC	3380730	18-SA-FSC-Front rug cleaning 11/11/25	Paid by EFT # 70507		01/20/2026	01/20/2026	01/30/2026		01/30/2026	70.73
53657 - Plymate, INC	3386806	18-SA-FSC-Front rug cleaning 12/09/25	Paid by EFT # 70507		01/20/2026	01/20/2026	01/30/2026		01/30/2026	70.73
53657 - Plymate, INC	3389846	18-SA-FSC-Front rug cleaning 12/23/25	Paid by EFT # 70507		01/20/2026	01/20/2026	01/30/2026		01/30/2026	70.73
Account 53920 - Laundry and Other Sanitation Services Totals										
Program 182500 - Frank Southern Center Totals										
Program 183500 - Golf Services										
Account 52230 - Garage and Motor Supplies										
8658 - Kleindorfer's Hardware LLC	22592	18-Windex, duct tape	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	22.08
6410 - R&R Products, INC	CD3105053	18-Cascades Bedknives and screws for mowers	Paid by EFT # 70515		01/20/2026	01/20/2026	01/30/2026		01/30/2026	2,153.20
476 - Southern Indiana Parts, INC (Napa Auto Parts)	677630	18 - Cascades- oil filters & oil	Paid by EFT # 70527		01/20/2026	01/20/2026	01/30/2026		01/30/2026	125.60
Account 52230 - Garage and Motor Supplies Totals										
Program 183500 - Golf Services Totals										
Account 52240 - Fuel and Oil										
14129 - C & S, INC	64071	18 - Cascades Oil	Paid by EFT # 70407		01/20/2026	01/20/2026	01/30/2026		01/30/2026	571.38
Account 52240 - Fuel and Oil Totals										
Program 183500 - Golf Services Totals										
Account 53630 - Machinery and Equipment Repairs										
3958 - Kenney Machinery LLC	X63228	18 - Cascades Valve- Control, Seal Kit	Paid by EFT # 70470		01/20/2026	01/20/2026	01/30/2026		01/30/2026	347.96
Account 53630 - Machinery and Equipment Repairs Totals										
Program 183500 - Golf Services Totals										
Account 53990 - Other Services and Charges										
9674 - Decker Pest Control LLC	7965	18 - Cascades Pest Control Service 1-13-26	Paid by EFT # 70424		01/20/2026	01/20/2026	01/30/2026		01/30/2026	150.00
Account 53990 - Other Services and Charges Totals										
Program 183500 - Golf Services Totals										
Invoice Transactions 1										
Invoice Transactions 4										
\$612.19										
Invoice Transactions 12										
\$4,242.84										
\$3,370.22										



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 52220 - Agricultural Supplies										
4568 - Forestry Suppliers, INC	762834-00	18-Nat Res VM herbicide marking dye adjuvants	Paid by EFT # 70439		01/20/2026	01/20/2026	01/30/2026		01/30/2026	128.25
Account 52310 - Building Materials and Supplies										
7074 - Playcore Group INC & Subsidiaries (Park Catalog)	310044825	18-NR Bike Racks for Griffy, Wapahani & Leonard Springs	Paid by EFT # 70506		01/20/2026	01/20/2026	01/30/2026		01/30/2026	1,965.00
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	22186	18-5 keys made	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	10.00
8658 - Kleindorfer's Hardware LLC	30921	18-hand warmers	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	38.99
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WF3-DQDK- 7Y9F	18-(3) 4, 6, & 12 Qt. Storage Bins with Lids, File Box NatRes	Paid by EFT # 70375		01/20/2026	01/20/2026	01/30/2026		01/30/2026	121.42
11589 - Bloomington Cooperative Services (Bloomingfoods)	0S0302167362	18-Honey for programs 1/7/26	Paid by EFT # 70398		01/20/2026	01/20/2026	01/30/2026		01/30/2026	7.99
8658 - Kleindorfer's Hardware LLC	30163	18-power strip and 5 gal bucket lids	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	24.14
Account 53310 - Printing										
818 - Everywhere Signs, LLC	68037	18 - (100) Griffy Lake Annual Launch Permits	Paid by EFT # 70433		01/20/2026	01/20/2026	01/30/2026		01/30/2026	250.00
Account 53910 - Dues and Subscriptions										
204 - State Of Indiana	2026 Permit	18 - Griffy Lake Aquatic Vegetation Control Permit 2026	Paid by Check # 81112		01/20/2026	01/20/2026	01/30/2026		01/30/2026	20.00
Account 53920 - Laundry and Other Sanitation Services										
9506 - Indiana University Health Urgent Care Centers, LLC	00174923-00	18-Nat Res Hep-B & toxoid vaccines-O Dehner-11/17/25	Paid by EFT # 70459		01/20/2026	01/20/2026	01/30/2026		01/30/2026	130.00
9506 - Indiana University Health Urgent Care Centers, LLC	00174928-00	18-Nat Res Hep-B & toxoid vaccines-Jean- Luc Serriere-11/17/25	Paid by EFT # 70459		01/20/2026	01/20/2026	01/30/2026		01/30/2026	130.00
Account 53920 - Laundry and Other Sanitation Services Totals										
Invoice Transactions 2										
\$260.00										



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53990 - Other Services and Charges										
656 - B&L Sheet Metal and Roofing, INC	2383937	18-OPS Large fan installation at Switchyard Maint. Bldg-10/21/25	Paid by EFT #70387		01/20/2026	01/20/2026	01/30/2026		01/30/2026	5,016.99
60 - Formerly MCSWMD Waste Reduction District of Monroe County	04-2026	18-Nat Res Paint and flammables disposal from Griffy BH shed	Paid by EFT #70556		01/20/2026	01/20/2026	01/30/2026		01/30/2026	41.50
Account 53990 - Other Services and Charges Totals										
Program 184000 - Natural Resources Totals										
Invoice Transactions 2										
\$5,058.49										
Program 184501 - Youth Services-Kid City Camps										
Account 53910 - Dues and Subscriptions										
4486 - American Camping Association, INC	2026 Accred Fee	18-2026 Kid City Accreditation Dues	Paid by Check # 81092		01/20/2026	01/20/2026	01/30/2026		01/30/2026	1,194.00
Account 53910 - Dues and Subscriptions Totals										
Program 184501 - Youth Services-Kid City Camps Totals										
Invoice Transactions 1										
\$1,194.00										
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	4138	18- Security for 2025 Holiday Market 11/29/25	Paid by EFT #70483		01/20/2026	01/20/2026	01/30/2026		01/30/2026	168.66
Account 53990 - Other Services and Charges Totals										
Program 186500 - Community Events Totals										
Invoice Transactions 1										
\$168.66										
Program 187500 - Banneker										
Account 53140 - Exterminator Services										
9254 - Rentokil North American INC (Terminix Commercial)	89479459	18 Banneker Green Pest Control 12-11-2025	Paid by Check # 81109		01/20/2026	01/20/2026	01/30/2026		01/30/2026	91.56
Account 53140 - Exterminator Services Totals										
Invoice Transactions 1										
\$91.56										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN01124337	18-Banneker quarterly fire alarm monitoring 01/01/26-03/31/26	Paid by EFT #70476		01/20/2026	01/20/2026	01/30/2026		01/30/2026	88.63
392 - Koorsen Fire & Security, INC	IN01123012	18-Banneker backflow test 12/17/25	Paid by EFT #70476		01/20/2026	01/20/2026	01/30/2026		01/30/2026	312.00
7467 - Oracle Elevator Holdco, INC (Elevated)	SIN368594	18-Banneker Elevator maintenance 01/01/26-12/31/26	Paid by EFT #70499		01/20/2026	01/20/2026	01/30/2026		01/30/2026	1,323.00
Account 53610 - Building Repairs Totals										
Invoice Transactions 3										
\$1,723.63										



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53910 - Dues and Subscriptions										
4486 - American Camping Association, INC	INV-386983-Y3C1M	18-Banneker membership dues/American Camp Assoc - Kevin Terrell	Paid by Check # 81091		01/20/2026	01/20/2026	01/30/2026		01/30/2026	210.00
7257 - Scenario Learning, LLC (Vector Solutions)	INV133265	18-Banneker annual subscription for training/students & teachers	Paid by EFT # 70522		01/20/2026	01/20/2026	01/30/2026		01/30/2026	962.28
5185 - WhenToWork, LLC	40026791-30-2026	18 Banneker - online employee scheduling - 2026	Paid by Check # 81118		01/20/2026	01/20/2026	01/30/2026		01/30/2026	475.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	3		\$1,647.28
Account 53990 - Other Services and Charges										
204 - State Of Indiana	7553546	18- Four Background Checks for Support Staff -12/31/25	Paid by Check # 81111		01/20/2026	01/20/2026	01/30/2026		01/30/2026	60.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$60.00
Program 187500 - Banneker Totals							Invoice Transactions	8		\$3,522.47
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
1029 - Cintas First Aid & Safety #2	5311083310	18-OPS Cintas first aid cabinet refills 01/05/26	Paid by EFT # 70411		01/20/2026	01/20/2026	01/30/2026		01/30/2026	127.44
Account 52210 - Institutional Supplies Totals							Invoice Transactions	1		\$127.44
Account 52220 - Agricultural Supplies										
8658 - Kleindorfer's Hardware LLC	32013	18-Pet friendly ice melt for Ferguson Dog Park	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	101.94
Account 52220 - Agricultural Supplies Totals							Invoice Transactions	1		\$101.94
Account 52230 - Garage and Motor Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	416947	18-OPS tool chest for mechanic shop	Paid by Check # 81103		01/20/2026	01/20/2026	01/30/2026		01/30/2026	119.91
6262 - Koenig Equipment, INC	P55170	18-OPS 2500A Jump pack for OPS Mechanic shop	Paid by EFT # 70474		01/20/2026	01/20/2026	01/30/2026		01/30/2026	249.95
6262 - Koenig Equipment, INC	P55178	18-OPS Filter kit and oil-John Deere mowers	Paid by EFT # 70474		01/20/2026	01/20/2026	01/30/2026		01/30/2026	347.07
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions	3		\$716.93
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	621202	18-Supplies-walk bridge at Rogers Family Farm	Paid by EFT # 70393		01/20/2026	01/20/2026	01/30/2026		01/30/2026	87.44



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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	622152	18-stud lumber, structure wood, screws - irrigation supply room	Paid by EFT # 70393		01/20/2026	01/20/2026	01/30/2026		01/30/2026	104.87
409 - Black Lumber Co. INC	621940	18-stud lumber, structure wood for Ops room	Paid by EFT # 70393		01/20/2026	01/20/2026	01/30/2026		01/30/2026	91.88
409 - Black Lumber Co. INC	622099	18-material for "no ramp" trailer-treated lumber	Paid by EFT # 70393		01/20/2026	01/20/2026	01/30/2026		01/30/2026	38.67
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 4
										\$322.86
Account 52340 - Other Repairs and Maintenance										
4574 - John Deere Financial f.s.b. (Rural King)	416343	18-OPS compact band saw and battery pack	Paid by Check # 81103		01/20/2026	01/20/2026	01/30/2026		01/30/2026	368.00
8658 - Kleindorfer's Hardware LLC	32802	18-(4) Rubber supplies for the gator	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	2.60
8658 - Kleindorfer's Hardware LLC	22193	18-bolts & nuts for "no ramp" trailer	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	6.08
8658 - Kleindorfer's Hardware LLC	22435	18-materials for air compressor at SYP	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	19.55
8658 - Kleindorfer's Hardware LLC	31448	18-snips and coupler for truck 808	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	20.58
8658 - Kleindorfer's Hardware LLC	22538	18-electrical supplies; electrical box, cover plates, connectors	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	18.38
6262 - Koenig Equipment, INC	P55167	18-2.5 gallon mix - STIHL	Paid by EFT # 70474		01/20/2026	01/20/2026	01/30/2026		01/30/2026	60.12
6262 - Koenig Equipment, INC	P54927	18-OPS Windshield Kit #012960 for gator-12/1/25	Paid by EFT # 70474		01/20/2026	01/20/2026	01/30/2026		01/30/2026	885.32
6262 - Koenig Equipment, INC	P55068	18-OPS Windshield kit #013012 and screw for gator	Paid by EFT # 70474		01/20/2026	01/20/2026	01/30/2026		01/30/2026	24.32
6262 - Koenig Equipment, INC	P55108	18-OPS Windshield kit #013029 for gator-CR return/purchase	Paid by EFT # 70474		01/20/2026	01/20/2026	01/30/2026		01/30/2026	(111.33)
6262 - Koenig Equipment, INC	P55223	18-3 blades for John Deere mower X730	Paid by EFT # 70474		01/20/2026	01/20/2026	01/30/2026		01/30/2026	79.38
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 11
										\$1,373.00
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RG7-4Y73-GMGR	18-Cardstock Paper, Pens, Organizer for OPS Center/Rose Hill	Paid by EFT # 70375		01/20/2026	01/20/2026	01/30/2026		01/30/2026	165.61



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	621744	18-(1) Makita Large Tool Bag	Paid by EFT # 70393		01/20/2026	01/20/2026	01/30/2026		01/30/2026	29.97
313 - Fastenal Company	INBLM241003	18-supplies OPS Vending machine for OPS crews Dec 2025	Paid by EFT # 70434		01/20/2026	01/20/2026	01/30/2026		01/30/2026	266.33
4574 - John Deere Financial f.s.b. (Rural King)	417161	18-tools (sockets and pliers)	Paid by Check # 81103		01/20/2026	01/20/2026	01/30/2026		01/30/2026	44.15
8658 - Kleindorfer's Hardware LLC	32309	18-(1) combination bike lock replacement for Mausoleum	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	17.49
8658 - Kleindorfer's Hardware LLC	07197	18-(2) locks for Mausoleum	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	42.98
8658 - Kleindorfer's Hardware LLC	31226	18-chalk line, chalk dust, fuses	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	27.85
8658 - Kleindorfer's Hardware LLC	22218	18-batteries for garage door openers	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	11.96
8658 - Kleindorfer's Hardware LLC	22172	18-OPS mechanic shop-magnet, screws, filter	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	123.24
8658 - Kleindorfer's Hardware LLC	30294	18-3 bags of oil dry	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	11.97
8232 - Miracle Playgrounds of Indiana LLC	1241	18-OPS replacement roller for Waldron Buskirk Park	Paid by EFT # 70486		01/20/2026	01/20/2026	01/30/2026		01/30/2026	221.90
Account 52420 - Other Supplies Totals										
Invoice Transactions 11										\$963.45
Account 53130 - Medical										
9506 - Indiana University Health Urgent Care Centers, LLC	00174929-00	18-OPS Hearing test-A Fender (11/18), A Richards (11/21)	Paid by EFT # 70459		01/20/2026	01/20/2026	01/30/2026		01/30/2026	74.00
9506 - Indiana University Health Urgent Care Centers, LLC	00174931-00	18-OPS Hearing test Nancy Rollins	Paid by EFT # 70459		01/20/2026	01/20/2026	01/30/2026		01/30/2026	37.00
Account 53130 - Medical Totals										
Invoice Transactions 2										\$111.00
Account 53510 - Electrical Services										
223 - Duke Energy	9101900217080 126	18-3845 S Rockport Rd-elec chgs 12/27/25- 1/8/26-FINAL BILL	Paid by Check # 81082		01/21/2026	01/21/2026	01/21/2026		01/21/2026	6.03
Account 53510 - Electrical Services Totals										
Invoice Transactions 1										\$6.03
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3387191	18-OPS Serv. floor mats at Rose Hill 12/10/25	Paid by EFT # 70507		01/20/2026	01/20/2026	01/30/2026		01/30/2026	25.52



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3387192	18-OPS Serv. floor mats at Adams St.-12/10/25	Paid by EFT # 70507		01/20/2026	01/20/2026	01/30/2026		01/30/2026	28.26
53657 - Plymate, INC	3393260	18-OPS Service for floor mats at Rose Hill	Paid by EFT # 70507		01/20/2026	01/20/2026	01/30/2026		01/30/2026	25.52
53657 - Plymate, INC	3393261	18-OPS Service for floor mats at Adams St.	Paid by EFT # 70507		01/20/2026	01/20/2026	01/30/2026		01/30/2026	28.26
4175 - The Stables Events, LLC (Izzy's Rentals)	24840	18-OPS Weekly Portalet Servicing 11/29/25-12/26/25	Paid by EFT # 70541		01/20/2026	01/20/2026	01/30/2026		01/30/2026	765.00
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 5
										\$872.56
Account 53990 - Other Services and Charges										
10033 - Matthew Bell (MB softwash DBA A&A Quick Pump	I6384	18-OPS seminary portalet servicing 11/25/25-12/22/25	Paid by EFT # 70392		01/20/2026	01/20/2026	01/30/2026		01/30/2026	3,360.00
1029 - Cintas First Aid & Safety #2	9353438035	18-OPS Eyewash station at Switchyard Maintenance Bldg	Paid by EFT # 70411		01/20/2026	01/20/2026	01/30/2026		01/30/2026	99.00
9300 - Huston Electric Holding CORP (Cassady Electric)	W14358	18-OPS Electrical connection to shelter-Bldg Trades pk-10/27/25	Paid by EFT # 70451		01/20/2026	01/20/2026	01/30/2026		01/30/2026	3,150.00
19278 - Milestone Contractors, LP	MILWIN&ROG-RETAI	20-Winslow/Rogers Resurfacing Proj-Release Bd Held Retainage	Paid by EFT # 70485		01/20/2026	01/20/2026	01/30/2026		01/30/2026	1,270.74
Account 53990 - Other Services and Charges Totals										Invoice Transactions 4
										\$7,879.74
Account 54310 - Improvements Other Than Building										
19278 - Milestone Contractors, LP	MILRAILROG-APP 1	18-Rail Trail Rogers St Crossing through 11/30/25	Paid by EFT # 70485		01/20/2026	01/20/2026	01/30/2026		01/30/2026	31,116.49
Account 54310 - Improvements Other Than Building Totals										Invoice Transactions 1
										\$31,116.49
Program 189006 - Switchyard Property										
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	30132	18-nuts and gasket seals	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	3.25



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	30875	18-screws, lube, measuring cup set, chalk set, lock once, scrape	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	53.55
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	22245	18-dish soap, super glue, caulk, sponges	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	30.66
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	ZW34190	18-Repairs to Switchyard Park Fall 2025-11/21/25	Paid by EFT # 70447		01/20/2026	01/20/2026	01/30/2026		01/30/2026	2,450.00
321 - Harrell Fish, INC (HFI)	ZW34664	18-SYP package unit repair PM 12/16/25	Paid by EFT # 70447		01/20/2026	01/20/2026	01/30/2026		01/30/2026	180.68
321 - Harrell Fish, INC (HFI)	ZW34189	18-SYP Backflow/Pit Issue (Tyler) 08/25/25	Paid by EFT # 70447		01/20/2026	01/20/2026	01/30/2026		01/30/2026	1,009.50
392 - Koorsen Fire & Security, INC	IN01135131	18-SYP Annual Fire Extinguisher Inspection	Paid by EFT # 70476		01/20/2026	01/20/2026	01/30/2026		01/30/2026	287.65
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3390236	18-SYP Vestibule Rug Service 12/24/25	Paid by EFT # 70507		01/20/2026	01/20/2026	01/30/2026		01/30/2026	114.33
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	Switch1225	18-SYP Centerstone Dec 2025 hours	Paid by EFT # 70410		01/20/2026	01/20/2026	01/30/2026		01/30/2026	7,181.52
Program 189500 - Urban Greenspace										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1H3G-RQ4J-7N9W	18-(1) 12ft Extension Cord, Rug, & Tension Rods UGS Mgr Office	Paid by EFT # 70375		01/20/2026	01/20/2026	01/30/2026		01/30/2026	65.57
Account 52420 - Other Supplies Totals										
Invoice Transactions 1										
\$56.80										
Account 52420 - Other Supplies Totals										
Invoice Transactions 1										
\$30.66										
Account 53610 - Building Repairs Totals										
Invoice Transactions 4										
\$3,927.83										
Account 53920 - Laundry and Other Sanitation Services Totals										
Invoice Transactions 1										
\$114.33										
Account 53990 - Other Services and Charges Totals										
Invoice Transactions 1										
\$7,181.52										
Program 189006 - Switchyard Property Totals										
Invoice Transactions 9										
\$11,311.14										



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189500 - Urban Greenspace										
Account 53160 - Instruction										
896 - Indiana Arborist Association	4827	18- 3x Conf tickets, 3x memberships; Smith, Ellis, Grubb	Paid by EFT # 70454		01/20/2026	01/20/2026	01/30/2026		01/30/2026	1,135.05
Account 53160 - Instruction Totals										
Program 189500 - Urban Greenspace Totals										
Invoice Transactions 1										
\$1,135.05										
Invoice Transactions 2										
\$1,200.62										
Program 189501 - Cemeteries										
Account 53610 - Building Repairs										
8101 - Unrivaled Electric LLC	I-4249	18-CEM Rose Hill maintenance garage new conduit line- 12/5/25	Paid by EFT # 70550		01/20/2026	01/20/2026	01/30/2026		01/30/2026	793.21
Account 53610 - Building Repairs Totals										
Invoice Transactions 1										
\$793.21										
Account 53910 - Dues and Subscriptions										
3824 - Indiana Cemetery Association, INC	01-226	18-CEM 2026 Cemetery Association Membership fee (22)	Paid by EFT # 70456		01/20/2026	01/20/2026	01/30/2026		01/30/2026	93.50
Account 53910 - Dues and Subscriptions Totals										
Program 189501 - Cemeteries Totals										
Invoice Transactions 1										
\$93.50										
Invoice Transactions 2										
\$886.71										
Program 189503 - Urban Forestry										
Account 53910 - Dues and Subscriptions										
896 - Indiana Arborist Association	4827	18- 3x Conf tickets, 3x memberships; Smith, Ellis, Grubb	Paid by EFT # 70454		01/20/2026	01/20/2026	01/30/2026		01/30/2026	79.95
Account 53910 - Dues and Subscriptions Totals										
Invoice Transactions 1										
\$79.95										
Account 53990 - Other Services and Charges										
321 - Harrell Fish, INC (HFI)	ZW34196	18-UF- Furnace Diagnostic call - Rogers Farm-11/21/25	Paid by EFT # 70447		01/20/2026	01/20/2026	01/30/2026		01/30/2026	302.50
Account 53990 - Other Services and Charges Totals										
Program 189503 - Urban Forestry Totals										
Department 18 - Parks & Recreation Totals										
Fund 2204 - Park and Recreation - Operating Totals										
Invoice Transactions 112										
\$325,323.57										
Invoice Transactions 112										
\$325,323.57										



Board of Park Commissioners Claim Register

Invoice Date Range 01/17/26 - 01/30/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount				
Fund 2211 - Park Nonreverting Operating														
Department 18 - Parks & Recreation														
Program 181000 - Administration														
Account 52110 - Office Supplies														
5099 - Office Three Sixty, INC	3341630	18-(3) Boxes Pens, 5" x 8" Writing Pads, Markers for Main Office	Paid by EFT # 70497		01/20/2026	01/20/2026	01/30/2026		01/30/2026	59.98				
					Account 52110 - Office Supplies Totals		Invoice Transactions 1			\$59.98				
					Program 181000 - Administration Totals		Invoice Transactions 1			\$59.98				
Program 182500 - Frank Southern Center														
Account 52420 - Other Supplies														
50357 - Arrow Sporting Group, INC	INV16880	18-FSC Rental (42) Skate Replacement 12/08/25	Paid by EFT # 70381		01/20/2026	01/20/2026	01/30/2026		01/30/2026	3,137.58				
					Account 52420 - Other Supplies Totals		Invoice Transactions 1			\$3,137.58				
Account 52430 - Uniforms and Tools														
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	24902	18-FSC House Hockey Jerseys (72)	Paid by EFT # 70368		01/20/2026	01/20/2026	01/30/2026		01/30/2026	2,880.00				
					Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1			\$2,880.00				
					Program 182500 - Frank Southern Center Totals		Invoice Transactions 2			\$6,017.58				
Program 183501 - Golf Course - Pro Shop														
Account 52330 - Street , Alley, and Sewer Material														
3978 - J & M Golf, INC	0743366-IN	18 - Cascades Junior Clubs	Paid by EFT # 70464		01/20/2026	01/20/2026	01/30/2026		01/30/2026	150.00				
					Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 1			\$150.00				
					Program 183501 - Golf Course - Pro Shop Totals		Invoice Transactions 1			\$150.00				
Program 184000 - Natural Resources														
Account 53990 - Other Services and Charges														
121 - Eco Logic, LLC	6193	18-Nat Res Herbaceous deer browse monitoring Griffy Lake 2025	Paid by EFT # 70429		01/20/2026	01/20/2026	01/30/2026		01/30/2026	1,796.00				
4756 - White Buffalo, INC	2025-34	18-Nat Res Griffy Deer Management 2025	Paid by EFT # 70561		01/20/2026	01/20/2026	01/30/2026		01/30/2026	25,473.97				
					Account 53990 - Other Services and Charges Totals		Invoice Transactions 2			\$27,269.97				
					Program 184000 - Natural Resources Totals		Invoice Transactions 2			\$27,269.97				
Program 184501 - Youth Services-Kid City Camps														
Account 53160 - Instruction														
4486 - American Camping Association, INC	ACACONF-2.2026	18-2026 National Camp Conf reg-Kid City Dir- Shrake-C9024281	Paid by Check # 81093		01/20/2026	01/20/2026	01/30/2026		01/30/2026	595.00				
					Account 53160 - Instruction Totals		Invoice Transactions 1			\$595.00				
					Program 184501 - Youth Services-Kid City Camps Totals		Invoice Transactions 1			\$595.00				



Board of Park Commissioners Claim Register

Invoice Date Range 01/17/26 - 01/30/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount		
Fund 2211 - Park Nonreverting Operating												
Department 18 - Parks & Recreation												
Program 185000 - Twin Lakes Recreation Center												
Account 52310 - Building Materials and Supplies												
294 - All-Phase Electric Supply, INC	0740-1033365	18-(2) 2x2 black lit CCT flat Panel	Paid by EFT # 70373		01/20/2026	01/20/2026	01/30/2026		01/30/2026	88.10		
8658 - Kleindorfer's Hardware LLC	30359	18-Gorilla tape, push gards, toilet shims	Paid by EFT # 70472		01/20/2026	01/20/2026	01/30/2026		01/30/2026	23.17		
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 2			\$111.27		
Account 52420 - Other Supplies												
10160 - C&A Marketing INC (Power Systems)	63239786	18-TLRC-Weight Room Cable Hand Grips, Storage Rack	Paid by EFT # 70408		01/20/2026	01/20/2026	01/30/2026		01/30/2026	1,428.25		
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$1,428.25		
Account 53610 - Building Repairs												
53657 - Plymate, INC	3391761	18-TLRC Entry Mat Service 12/31/25	Paid by EFT # 70507		01/20/2026	01/20/2026	01/30/2026		01/30/2026	82.38		
53657 - Plymate, INC	3388749	18-TLRC Entry Mat Service 12/17/25	Paid by EFT # 70507		01/20/2026	01/20/2026	01/30/2026		01/30/2026	82.38		
53657 - Plymate, INC	3394775	18 - TLRC Entry Mat Service 1-14-2026	Paid by EFT # 70507		01/20/2026	01/20/2026	01/30/2026		01/30/2026	82.38		
Account 53610 - Building Repairs Totals							Invoice Transactions 3			\$247.14		
Program 185000 - Twin Lakes Recreation Center Totals							Invoice Transactions 6			\$1,786.66		
Program 185002 - TLRC-Health & Wellness												
Account 53940 - Temporary Contractual Employee												
6161 - Morgan Ashley Banks	011526	18-TLRC Fitness Specialist	Paid by EFT # 70388		01/20/2026	01/20/2026	01/30/2026		01/30/2026	280.00		
9399 - Chloe Clift	011626	18-TLRC Fitness Specialist	Paid by EFT # 70414		01/20/2026	01/20/2026	01/30/2026		01/30/2026	156.25		
9124 - Karin B Coopersmith	011526	18-TLRC Fitness Specialist	Paid by EFT # 70415		01/20/2026	01/20/2026	01/30/2026		01/30/2026	125.00		
5274 - Catherine T Gossett	011626	18-TLRC Fitness Specialist	Paid by EFT # 70444		01/20/2026	01/20/2026	01/30/2026		01/30/2026	420.00		
8451 - Sarah K Peters	010926	18-TLRC Fitness Specialist	Paid by EFT # 70504		01/20/2026	01/20/2026	01/30/2026		01/30/2026	49.00		
8184 - Emily E Tally	011526	18-TLRC Fitness Specialist	Paid by EFT # 70538		01/20/2026	01/20/2026	01/30/2026		01/30/2026	125.00		
9354 - Logan Thomas	011526	18-TLRC Fitness Specialist	Paid by EFT # 70543		01/20/2026	01/20/2026	01/30/2026		01/30/2026	168.00		
9222 - Skyler Wildfong	011426	18-TLRC Fitness Specialist	Paid by EFT # 70562		01/20/2026	01/20/2026	01/30/2026		01/30/2026	125.00		
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 8			\$1,448.25		
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions 8			\$1,448.25		



Board of Park Commissioners Claim Register

Invoice Date Range 01/17/26 - 01/30/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 52230 - Garage and Motor Supplies										
8155 - PepsiCo Beverage Sales, LLC	47926108	18 - TLRC Concession Supplies 1-14-26	Paid by EFT # 70503		01/20/2026	01/20/2026	01/30/2026		01/30/2026	597.25
Account 52230 - Garage and Motor Supplies Totals										Invoice Transactions 1
Program 185006 - TLRC-Concessions Totals										Invoice Transactions 1
Program 189000 - Operations										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	620531	18-(1) 2"x100' slit fence for Browns Woods Project	Paid by EFT # 70393		01/20/2026	01/20/2026	01/30/2026		01/30/2026	39.99
365 - Rogers Group, INC	0713019056	18-OPS #53 stone and rip rap for Browns Woods	Paid by EFT # 70521		01/20/2026	01/20/2026	01/30/2026		01/30/2026	233.20
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 2
Program 189000 - Operations Totals										\$273.19
Account 53990 - Other Services and Charges										
2974 - MacAllister Machinery Co, INC	R67692289601	18-OPS fecon rental for Brown's woods clearing	Paid by EFT # 70481		01/20/2026	01/20/2026	01/30/2026		01/30/2026	3,839.06
7973 - Spectrum, LLC	13067	18- Browns Wood Trail Design & Consulting Services	Paid by EFT # 70528		01/20/2026	01/20/2026	01/30/2026		01/30/2026	1,500.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 2
Program 189000 - Operations Totals										\$5,339.06
Account 54310 - Improvements Other Than Building										
10149 - Universal One Corporation	INVM-031504	18-Glow Rock Production-Powerline Trail -1st Invoicing/materials	Paid by Check # 81117		01/20/2026	01/20/2026	01/30/2026		01/30/2026	38,182.00
Account 54310 - Improvements Other Than Building Totals										Invoice Transactions 1
Program 189000 - Operations Totals										Invoice Transactions 5
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	176L-PWQQ-6XTV	18-(2)ct Small Coat Racks for Switchyard Park Admin Office	Paid by EFT # 70375		01/20/2026	01/20/2026	01/30/2026		01/30/2026	43.98
Account 52420 - Other Supplies Totals										Invoice Transactions 1
Program 189006 - Switchyard Property Totals										Invoice Transactions 1
Department 18 - Parks & Recreation Totals										Invoice Transactions 28
Fund 2211 - Park Nonreverting Operating Totals										Invoice Transactions 28
										\$81,762.92
										\$81,762.92



Board of Park Commissioners Claim Register

Invoice Date Range 01/17/26 - 01/30/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4655 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
8962 - Benjamin Abel Hertel (Native View LLC)	764	18-UF-2025 Canopy expansion & replacement-90 tree installation	Paid by EFT # 70449		01/20/2026	01/20/2026	01/30/2026		01/30/2026	21,908.20
Account 54510 - Other Capital Outlays Totals										
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals										
Department 18 - Parks & Recreation Totals										
Fund 4655 - 2018 BicentennialBnd Prcd900030 Totals										
Grand Totals										
Invoice Transactions 1										
\$21,908.20										
Invoice Transactions 1										
\$21,908.20										
Invoice Transactions 1										
\$21,908.20										
Invoice Transactions 1										
\$21,908.20										
Invoice Transactions 141										
\$428,994.69										

REGISTER OF CLAIMS
Board of Park Commissioners Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
01/30/26	Claims				\$428,994.69
					<u>\$428,994.69</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$428,994.69**

1/30/2026

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/6/2026	Payroll				203,267.09
					<u>203,267.09</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 203,267.09

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Board of Park Commissioners Claim Register

Invoice Date Range 01/31/26 - 02/13/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53220 - Postage										
3560 - First Financial Bank / Credit Cards	BMGK00123673	18- Postage FedEx International Priority-Universal One Corp-1/30	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	78.74
Account 53910 - Dues and Subscriptions										
53273 - National Recreation & Park Association (NRPA)	20227409	18- CAPRA 2026 annual Accreditation Fee	Paid by EFT # 70713		02/03/2026	02/03/2026	02/13/2026		02/13/2026	500.00
Program 181100 - Marketing										
Account 53910 - Dues and Subscriptions										
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-6736	18-TLRC website management WS2026 program season-12/22/25	Paid by EFT # 70670		02/03/2026	02/03/2026	02/13/2026		02/13/2026	75.00
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-6808	18-Q1 2026 web hosting fee SYP TLRC Cascades-1/1/26	Paid by EFT # 70670		02/03/2026	02/03/2026	02/13/2026		02/13/2026	495.00
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-6731	18-2026 domain name renewal for Switchyard Park website-12/1/25	Paid by EFT # 70670		02/03/2026	02/03/2026	02/13/2026		02/13/2026	34.19
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-6738	18-2026 domain name renewal for TLRC website-12/30/25	Paid by EFT # 70670		02/03/2026	02/03/2026	02/13/2026		02/13/2026	34.19
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-6722	18-2026 domain name renewal for Cascades Golf website-11/30/25	Paid by EFT # 70670		02/03/2026	02/03/2026	02/13/2026		02/13/2026	34.99
Account 53910 - Dues and Subscriptions Totals										
Program 181100 - Marketing Totals										
Program 182001 - Aquatics - Bryan Pool										
Account 53910 - Dues and Subscriptions										
199 - Monroe County Government	BPPool 2026	18-BPP Health Department Pool Permit 2026	Paid by Check # 81167		02/03/2026	02/03/2026	02/13/2026		02/13/2026	500.00
Account 53910 - Dues and Subscriptions Totals										
Program 182001 - Aquatics - Bryan Pool Totals										



Board of Park Commissioners Claim Register

Invoice Date Range 01/31/26 - 02/13/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182002 - Aquatics - Mills Pool										
Account 52210 - Institutional Supplies										
6302 - Cardio Partners, INC	600237552	18- AED Pads	Paid by EFT # 70624		02/03/2026	02/03/2026	02/13/2026		02/13/2026	119.99
Account 53510 - Electrical Services										
223 - Duke Energy	020426-ParkDukeA	18-P&R Facilities-elec charges-Dec 2025-Jan 2026	Paid by Check # 81152		02/04/2026	02/04/2026	02/04/2026		02/04/2026	27.63
Account 53910 - Dues and Subscriptions										
199 - Monroe County Government	Mills Pool 2026	18- Mills Pool Pool Operating Permit - 2026	Paid by Check # 81168		02/03/2026	02/03/2026	02/13/2026		02/13/2026	250.00
Program 182500 - Frank Southern Center										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I388814	18-FSC 3 cases - rolled toilet paper	Paid by Check # 81161		02/03/2026	02/03/2026	02/13/2026		02/13/2026	214.85
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3185292953	18-FSC Zam Propane 1/6-26	Paid by EFT # 70601		02/03/2026	02/03/2026	02/13/2026		02/13/2026	106.09
2708 - AmeriGas Propane, LP	3185694075	18-FSC Zam Propane 1/13-26	Paid by EFT # 70601		02/03/2026	02/03/2026	02/13/2026		02/13/2026	97.14
2708 - AmeriGas Propane, LP	3186104175	18-FSC Zam Propane 01/20/26	Paid by EFT # 70601		02/03/2026	02/03/2026	02/13/2026		02/13/2026	190.81
2708 - AmeriGas Propane, LP	3186292838	18-FSC Zam Propane 1/27/26	Paid by EFT # 70601		02/03/2026	02/03/2026	02/13/2026		02/13/2026	119.59
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	30366	18-degreaser, grease	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	41.26
Account 53510 - Electrical Services										
223 - Duke Energy	020426-ParkDukeA	18-P&R Facilities-elec charges-Dec 2025-Jan 2026	Paid by Check # 81152		02/04/2026	02/04/2026	02/04/2026		02/04/2026	9,385.01
Account 53510 - Electrical Services Totals										
Invoice Transactions 1										
\$119.99										
Account 52210 - Institutional Supplies Totals										
Invoice Transactions 1										
\$27.63										
Account 53910 - Dues and Subscriptions Totals										
Invoice Transactions 1										
\$250.00										
Program 182002 - Aquatics - Mills Pool Totals										
Invoice Transactions 3										
\$397.62										



Board of Park Commissioners Claim Register

Invoice Date Range 01/31/26 - 02/13/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53630 - Machinery and Equipment Repairs										
912 - Central Security Systems, INC	20623	18- FSC Replacement of emergency callout system-12/21/25	Paid by EFT # 70628		02/03/2026	02/03/2026	02/13/2026		02/13/2026	1,148.46
4902 - DEEM, LLC	1156507	18-FSC-Switch compressor/reset after pwr outage-10/20, 12/2 & 10	Paid by EFT # 70643		02/03/2026	02/03/2026	02/13/2026		02/13/2026	3,581.80
Account 53630 - Machinery and Equipment Repairs Totals								Invoice Transactions	2	\$4,730.26
Account 53730 - Machinery and Equipment Rental										
9501 - CTM Services, INC	016293	18-Zamboni leasing 1/27/26-02/26/26	Paid by EFT # 70638		02/03/2026	02/03/2026	02/13/2026		02/13/2026	2,950.00
Account 53730 - Machinery and Equipment Rental Totals								Invoice Transactions	1	\$2,950.00
Account 53910 - Dues and Subscriptions										
5756 - SESAC, INC	81527 2026	18-FSC Music Performance License 2026	Paid by EFT # 70747		02/03/2026	02/03/2026	02/13/2026		02/13/2026	2,081.00
4170 - Comcast Cable Communications, INC	1190548452121 325	18-FSC Cable for lobby TV 12/27/25-1/26/26	Paid by Check # 81149		02/04/2026	02/04/2026	02/04/2026		02/04/2026	135.87
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	2	\$2,216.87
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	7206	18-FSC Cleaning (SA) December 2025-3 times	Paid by EFT # 70646		02/03/2026	02/03/2026	02/13/2026		02/13/2026	600.00
6279 - Destiny Easton (I Shine Cleaning, LLC)	7163	18-FSC Cleaning (SA) - 10/7 & 10/20/25	Paid by EFT # 70646		02/03/2026	02/03/2026	02/13/2026		02/13/2026	400.00
53657 - Plymate, INC	3392871	18-SA-FSC-Front rug cleaning 1-6-2026	Paid by EFT # 70729		02/03/2026	02/03/2026	02/13/2026		02/13/2026	70.73
53657 - Plymate, INC	3395909	18-FSC-SA-Front rug cleaning - 01/20/26	Paid by EFT # 70729		02/03/2026	02/03/2026	02/13/2026		02/13/2026	70.73
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	4	\$1,141.46
Program 182500 - Frank Southern Center Totals								Invoice Transactions	16	\$21,193.34
Program 183500 - Golf Services										
Account 52230 - Garage and Motor Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	421039	18 - Cascades Tire 10in Flat stop leak engine oil	Paid by Check # 81164		02/03/2026	02/03/2026	02/13/2026		02/13/2026	42.91
8658 - Kleindorfer's Hardware LLC	30338	18-stop nuts	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	7.87



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Invoice Date Range 01/31/26 - 02/13/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52230 - Garage and Motor Supplies										
8658 - Kleindorfer's Hardware LLC	31070	18 - Cascades Hack Saw, ball hex key set, wrench	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	55.75
										\$106.53
Account 52230 - Garage and Motor Supplies Totals										\$106.53
Program 183500 - Golf Services Totals										
Invoice Transactions 3										
Invoice Transactions 3										
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
6302 - Cardio Partners, INC	600237552	18- AED Pads	Paid by EFT # 70624		02/03/2026	02/03/2026	02/13/2026		02/13/2026	239.98
										\$239.98
Account 52210 - Institutional Supplies Totals										
Invoice Transactions 1										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	622332	18-lumber for sign at Griffy Lake	Paid by EFT # 70612		02/03/2026	02/03/2026	02/13/2026		02/13/2026	36.49
7839 - North American Invasive Species Management Assoc	11602	18-NAT RES (2) Bootbrush station kits (1) brush replacement	Paid by EFT # 70716		02/03/2026	02/03/2026	02/13/2026		02/13/2026	1,789.13
										\$1,825.62
Account 52310 - Building Materials and Supplies Totals										
Invoice Transactions 2										
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	30582	18-drill bit set, safety hasp, screws, padlock	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	57.70
8658 - Kleindorfer's Hardware LLC	22509	18-dustpan	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	13.99
										\$71.69
Account 52340 - Other Repairs and Maintenance Totals										
Invoice Transactions 2										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	91516	18-Registration National Assoc for Interpretation - Shoemaker	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	375.00
3560 - First Financial Bank / Credit Cards	1-13-26	18- Metro Online Certification Industrial Weed Mgmt-Mark Reyes	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	55.00
										\$430.00
Account 53160 - Instruction Totals										
Invoice Transactions 2										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	81431934392	18- Natural Areas Association Dues Natural Resource Manager	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	101.97



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	1.27.26	18- American Trails Membership/Natural Resource Division	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	100.00
Account 53910 - Dues and Subscriptions Totals										
Invoice Transactions 2										
\$201.97										
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	4153	18-Security Serv-2025 Griffy Deer Hunt-11/15 -11/23/25	Paid by EFT # 70700		02/03/2026	02/03/2026	02/13/2026		02/13/2026	1,680.00
Account 53990 - Other Services and Charges Totals										
Invoice Transactions 1										
\$1,680.00										
Program 184000 - Natural Resources Totals										
Invoice Transactions 10										
\$4,449.26										
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16WV-XGF4-VNNN	18-2,000ct Cotton Balls, Hook/Loop Strips, Light Organizer CommE	Paid by EFT # 70598		02/03/2026	02/03/2026	02/13/2026		02/13/2026	149.59
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1Q11-14M7-TGQG	18-Wireless Keyboard, Hook&Loop Tape, Canopy Sidewall Comm.Ev.	Paid by EFT # 70598		02/03/2026	02/03/2026	02/13/2026		02/13/2026	140.32
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1JFK-137Q-1M4L	18-(1) Box of 800ct 16- Color Crayola Crayons for CommunityEvent	Paid by EFT # 70598		02/03/2026	02/03/2026	02/13/2026		02/13/2026	52.85
6302 - Cardio Partners, INC	600237552	18- AED Pads	Paid by EFT # 70624		02/03/2026	02/03/2026	02/13/2026		02/13/2026	62.19
Account 52420 - Other Supplies Totals										
Invoice Transactions 4										
\$404.95										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	W84891538342 400U	18- Registration Fee Indiana Farmers Market Forum - Biggs	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	25.00
Account 53160 - Instruction Totals										
Invoice Transactions 1										
\$25.00										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	107534	18- Dry cleaning Santa Suits Community Events-1/9/26	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	80.97
Account 53990 - Other Services and Charges Totals										
Program 186500 - Community Events Totals										
Invoice Transactions 1										
\$80.97										
Invoice Transactions 6										
\$510.92										



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Fund 2204 - Park and Recreation - Operating															
Department 18 - Parks & Recreation															
Program 187001 - Adult Sports-Softball															
Account 53510 - Electrical Services															
223 - Duke Energy	020426-ParkDukeA	18-P&R Facilities-elec charges-Dec 2025-Jan 2026	Paid by Check # 81152		02/04/2026	02/04/2026	02/04/2026		02/04/2026	1,871.27					
223 - Duke Energy	020426-ParkDukeB	18-P&R Facilities-elec charges-Dec 2025-Jan 2026	Paid by Check # 81153		02/04/2026	02/04/2026	02/04/2026		02/04/2026	59.05					
223 - Duke Energy	020426-ParkDukeC	18-P&R Facilities-elec charges-Dec 2025-Jan 2026	Paid by Check # 81154		02/04/2026	02/04/2026	02/04/2026		02/04/2026	49.96					
Account 53510 - Electrical Services Totals						Invoice Transactions 3		\$1,980.28							
Program 187001 - Adult Sports-Softball Totals						Invoice Transactions 3		\$1,980.28							
Program 187202 - Youth Sports-Winslow															
Account 53510 - Electrical Services															
223 - Duke Energy	020426-ParkDukeA	18-P&R Facilities-elec charges-Dec 2025-Jan 2026	Paid by Check # 81152		02/04/2026	02/04/2026	02/04/2026		02/04/2026	48.34					
Account 53510 - Electrical Services Totals						Invoice Transactions 1		\$48.34							
Program 187202 - Youth Sports-Winslow Totals						Invoice Transactions 1		\$48.34							
Program 187208 - Youth Sports-Olcott															
Account 53510 - Electrical Services															
223 - Duke Energy	020426-ParkDukeA	18-P&R Facilities-elec charges-Dec 2025-Jan 2026	Paid by Check # 81152		02/04/2026	02/04/2026	02/04/2026		02/04/2026	190.41					
Account 53510 - Electrical Services Totals						Invoice Transactions 1		\$190.41							
Program 187208 - Youth Sports-Olcott Totals						Invoice Transactions 1		\$190.41							
Program 187500 - Banneker															
Account 52210 - Institutional Supplies															
6302 - Cardio Partners, INC	600237552	18- AED Pads	Paid by EFT # 70624		02/03/2026	02/03/2026	02/13/2026		02/13/2026	53.30					
Account 52210 - Institutional Supplies Totals						Invoice Transactions 1		\$53.30							
Account 52310 - Building Materials and Supplies															
8658 - Kleindorfer's Hardware LLC	22374	18-Banneker Building - Space heaters (two)	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	87.98					
Account 52310 - Building Materials and Supplies Totals						Invoice Transactions 1		\$87.98							
Account 52420 - Other Supplies															
5819 - Synchrony Bank	8947	18-Banneker event supplies; water, coffee, trash bags, OJ, tissu	Paid by Check # 81173		02/03/2026	02/03/2026	02/13/2026		02/13/2026	276.06					
Account 52420 - Other Supplies Totals						Invoice Transactions 1		\$276.06							



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53510 - Electrical Services										
223 - Duke Energy	020426-ParkDukeC	18-P&R Facilities-elec charges-Dec 2025-Jan 2026	Paid by Check # 81154		02/04/2026	02/04/2026	02/04/2026		02/04/2026	762.64
										\$762.64
										\$1,179.98
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
6302 - Cardio Partners, INC	600237552	18- AED Pads	Paid by EFT # 70624		02/03/2026	02/03/2026	02/13/2026		02/13/2026	119.99
1029 - Cintas First Aid & Safety #2	5315524904	18-OPS Cintas first aid cabinet refills 1-30-2026	Paid by EFT # 70629		02/03/2026	02/03/2026	02/13/2026		02/13/2026	138.30
										\$258.29
Account 52220 - Agricultural Supplies										
8658 - Kleindorfer's Hardware LLC	30337	18-OPS 1 Pallet of MG104 Ice Melt for B-Line	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	1,200.00
8658 - Kleindorfer's Hardware LLC	15512	18-OPS Case of Ice Melt	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	122.32
										\$1,322.32
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	677657	18-OPS Oil, brake parts cleaner, white paint marker	Paid by EFT # 70749		02/03/2026	02/03/2026	02/13/2026		02/13/2026	167.92
										\$167.92
Account 52240 - Fuel and Oil										
3560 - First Financial Bank / Credit Cards	20664284	18-EVConnect-CH Pkg Lot-Elec charge Ops Director 1-29-26	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	7.36
3560 - First Financial Bank / Credit Cards	20644422	18-EVConnect-CH Pkg Lot-Elec charge Ops Director 1-28-26	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	4.45
3560 - First Financial Bank / Credit Cards	20620589	18-EVConnect-CH Pkg Lot-Elec charge Ops Director 1-27-26	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	4.72
3560 - First Financial Bank / Credit Cards	20214650	18-EVConnect-CH Pkg Lot-EV charge Ops Director 1-06-26	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	9.45



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52240 - Fuel and Oil										
3560 - First Financial Bank / Credit Cards	20195196	18-EVConnect-CH Pkg Lot-Elec charge Ops Director 1-05-26	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	8.04
3560 - First Financial Bank / Credit Cards	20235182	18-EVConnect-CH Pkg Lot-EV charge Ops Director 1-07-26	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	3.61
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	564532	18-treated lumber	Paid by EFT # 70612		02/03/2026	02/03/2026	02/13/2026		02/13/2026	23.78
409 - Black Lumber Co. INC	563127Credit	18-credit for invoice that was billed to Mo. Co. Parks & Rec	Paid by EFT # 70612		02/03/2026	02/03/2026	02/13/2026		02/13/2026	(29.16)
409 - Black Lumber Co. INC	577436	18-welded fence returned and chicken wire boiught	Paid by EFT # 70612		02/03/2026	02/03/2026	02/13/2026		02/13/2026	(20.00)
4716 - Hoosier Floor Covering, INC-Carpets Plus Colortile	I-67189	18-BCT replacement floor tiles for restrooms-1/15/26	Paid by EFT # 70671		02/03/2026	02/03/2026	02/13/2026		02/13/2026	2,997.53
8658 - Kleindorfer's Hardware LLC	31619	18-material for flooring/notch trowels, margin trowel,	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	18.45
8658 - Kleindorfer's Hardware LLC	22487	18-Kilz, notch trowel	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	125.92
Account 52340 - Other Repairs and Maintenance										
409 - Black Lumber Co. INC	621915	18-OPS-Truck 816- makita multitool, scraper set & blades	Paid by EFT # 70612		02/03/2026	02/03/2026	02/13/2026		02/13/2026	265.91
8658 - Kleindorfer's Hardware LLC	22346	18-bolts & washers for Hustler Mowers	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	3.68
8658 - Kleindorfer's Hardware LLC	31076	18-WD-40	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	10.99
8658 - Kleindorfer's Hardware LLC	15538	18-connectors light control for Olcott trail lights	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	13.58
8658 - Kleindorfer's Hardware LLC	30276	18-boths, nuts and caster wheels	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	18.98
6262 - Koenig Equipment, INC	P55301	18-belt for John Deere Gator	Paid by EFT # 70691		02/03/2026	02/03/2026	02/13/2026		02/13/2026	105.90



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
786 - Richard's Small Engine, INC	604219	18-OPS parts for repairs on Hustler mowers	Paid by EFT # 70736		02/03/2026	02/03/2026	02/13/2026		02/13/2026	989.85
476 - Southern Indiana Parts, INC (Napa Auto Parts)	678481	18-air filter	Paid by EFT # 70749		02/03/2026	02/03/2026	02/13/2026		02/13/2026	56.48
476 - Southern Indiana Parts, INC (Napa Auto Parts)	679809	18-OPS 1 yr warranty battery and core deposit	Paid by EFT # 70749		02/03/2026	02/03/2026	02/13/2026		02/13/2026	148.27
Account 52340 - Other Repairs and Maintenance Totals										
										Invoice Transactions 9
										\$1,613.64
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LL7-LRQN-JNXT	18-(1) 24-Slot Compartment Organizer for OPS Center/SYMB Mail	Paid by EFT # 70598		02/03/2026	02/03/2026	02/13/2026		02/13/2026	111.25
409 - Black Lumber Co. INC	K23135	18-OPS Hammer drill and snow shovels	Paid by EFT # 70612		02/03/2026	02/03/2026	02/13/2026		02/13/2026	188.91
8658 - Kleindorfer's Hardware LLC	31618	18-zip it anchors, philips bolts	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	2.64
8658 - Kleindorfer's Hardware LLC	31089	18-light bulb, caution tape, keys copied	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	25.78
8658 - Kleindorfer's Hardware LLC	31009	18-WD40, scraper bar, doorbell button	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	59.67
Account 52420 - Other Supplies Totals										
										Invoice Transactions 5
										\$388.25
Account 53130 - Medical										
9506 - Indiana University Health Urgent Care Centers, LLC	00175678-00	18-OPS Audio tests for OPS staff - Garcher- 11/18/25	Paid by EFT # 70680		02/03/2026	02/03/2026	02/13/2026		02/13/2026	37.00
9506 - Indiana University Health Urgent Care Centers, LLC	00175682-00	18-OPS Audio tests for OPS staff - Lintz- 11/18/25	Paid by EFT # 70680		02/03/2026	02/03/2026	02/13/2026		02/13/2026	37.00
9506 - Indiana University Health Urgent Care Centers, LLC	00175677-00	18-OPS Audio tests for OPS staff - Cassidy- 11/18/25	Paid by EFT # 70680		02/03/2026	02/03/2026	02/13/2026		02/13/2026	37.00
9506 - Indiana University Health Urgent Care Centers, LLC	00175686-00	18-OPS Audio tests for OPS staff - Salisbury- 11/18/25	Paid by EFT # 70680		02/03/2026	02/03/2026	02/13/2026		02/13/2026	37.00
9506 - Indiana University Health Urgent Care Centers, LLC	00175683-00	18-OPS Audio tests for OPS staff - Miller- 11/18/25	Paid by EFT # 70680		02/03/2026	02/03/2026	02/13/2026		02/13/2026	37.00
9506 - Indiana University Health Urgent Care Centers, LLC	00175685-00	18-OPS Audio tests for OPS staff - Rollins- 11/21/25	Paid by EFT # 70680		02/03/2026	02/03/2026	02/13/2026		02/13/2026	37.00



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53130 - Medical										
9506 - Indiana University Health Urgent Care Centers, LLC	00175680-00	18-OPS Audio tests for OPS staff -Hudson- 11/18/25	Paid by EFT # 70680		02/03/2026	02/03/2026	02/13/2026		02/13/2026	37.00
9506 - Indiana University Health Urgent Care Centers, LLC	00175681-00	18-OPS Audio tests for OPS staff - Kido- 11/18/25	Paid by EFT # 70680		02/03/2026	02/03/2026	02/13/2026		02/13/2026	37.00
Account 53510 - Electrical Services										
223 - Duke Energy	020426-ParkDukeA	18-P&R Facilities-elec charges-Dec 2025-Jan 2026	Paid by Check # 81152		02/04/2026	02/04/2026	02/04/2026		02/04/2026	217.85
223 - Duke Energy	020426-ParkDukeB	18-P&R Facilities-elec charges-Dec 2025-Jan 2026	Paid by Check # 81153		02/04/2026	02/04/2026	02/04/2026		02/04/2026	357.16
223 - Duke Energy	020426-ParkDukeC	18-P&R Facilities-elec charges-Dec 2025-Jan 2026	Paid by Check # 81154		02/04/2026	02/04/2026	02/04/2026		02/04/2026	1,392.17
Account 53650 - Other Repairs										
9300 - Huston Electric Holding CORP (Cassady Electric)	W14514	18-OPS repair lighting on B-line trail-12/11/25	Paid by EFT # 70673		02/03/2026	02/03/2026	02/13/2026		02/13/2026	1,151.50
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000025044	18-OPS Disposal fee-old foundation blocks on rail trail-1/13/26	Paid by EFT # 70672		02/03/2026	02/03/2026	02/13/2026		02/13/2026	2,457.58
Account 53990 - Other Services and Charges										
10033 - Matthew Bell (MB softwash DBA A&A Quick Pump	I6709	18-OPS Seminary Portalet servicing 12/23/25 -1/19/26	Paid by EFT # 70611		02/03/2026	02/03/2026	02/13/2026		02/13/2026	2,400.00
1029 - Cintas First Aid & Safety #2	9357643508	18-OPS service agreement for Eyewash - Switchyard Maintence Bldg	Paid by EFT # 70629		02/03/2026	02/03/2026	02/13/2026		02/13/2026	99.00
Account 54310 - Improvements Other Than Building										
19278 - Milestone Contractors, LP	MILRAILROG-APP 3	18-Rail Trail Rogers St Crossing 12/31/25, 255056-3 App 5 (3)	Paid by EFT # 70706		02/03/2026	02/03/2026	02/13/2026		02/13/2026	38,245.03
Account 54310 - Improvements Other Than Building										
								Invoice Transactions 1		\$38,245.03



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 54420 - Purchase of Equipment										
10090 - Kemco Manufacturing LLC	7471	18- UF - 18 ft No Ramp Trailer	Paid by EFT # 70686		02/03/2026	02/03/2026	02/13/2026		02/13/2026	15,775.31
Account 54420 - Purchase of Equipment Totals										\$15,775.31
Program 189000 - Operations Totals										\$69,296.17
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RKK-DX74-RH9H	18-Ice Machine Sanitizer, Fire Extinguisher, Log Book Switchyard	Paid by EFT # 70598		02/03/2026	02/03/2026	02/13/2026		02/13/2026	102.50
6394 - Imperial Bag & Paper CO LLC	40277332	18-institutional supplies; toilet tissue, trash bags, cleaner, w	Paid by EFT # 70675		02/03/2026	02/03/2026	02/13/2026		02/13/2026	701.90
Account 52210 - Institutional Supplies Totals										\$804.40
Invoice Transactions 2										
Account 52310 - Building Materials and Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RKK-DX74-RH9H	18-Ice Machine Sanitizer, Fire Extinguisher, Log Book Switchyard	Paid by EFT # 70598		02/03/2026	02/03/2026	02/13/2026		02/13/2026	100.00
4574 - John Deere Financial f.s.b. (Rural King)	421095	18-driveway markers, storage containers	Paid by Check # 81164		02/03/2026	02/03/2026	02/13/2026		02/13/2026	141.21
8658 - Kleindorfer's Hardware LLC	30966	18- SYP (6) ice melt	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	128.94
8658 - Kleindorfer's Hardware LLC	15501	18 -SYP anchors for bollards and command strips	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	198.67
Account 52310 - Building Materials and Supplies Totals										\$568.82
Invoice Transactions 4										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RKK-DX74-RH9H	18-Ice Machine Sanitizer, Fire Extinguisher, Log Book Switchyard	Paid by EFT # 70598		02/03/2026	02/03/2026	02/13/2026		02/13/2026	1,021.43
Account 52420 - Other Supplies Totals										\$1,021.43
Invoice Transactions 1										
Account 53510 - Electrical Services										
223 - Duke Energy	020426-ParkDukeA	18-P&R Facilities-elec charges-Dec 2025-Jan 2026	Paid by Check # 81152		02/04/2026	02/04/2026	02/04/2026		02/04/2026	1,729.31



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53510 - Electrical Services										
223 - Duke Energy	020426-ParkDukeB	18-P&R Facilities-elec charges-Dec 2025-Jan 2026	Paid by Check # 81153		02/04/2026	02/04/2026	02/04/2026		02/04/2026	1,527.02
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3396293	18- SYP Vestibule Rug Service 1/21/26	Paid by EFT # 70729		02/03/2026	02/03/2026	02/13/2026		02/13/2026	114.33
Account 53920 - Laundry and Other Sanitation Services Totals										
Program 189006 - Switchyard Property Totals										
Account 52210 - Institutional Supplies										
6302 - Cardio Partners, INC	600237552	18- AED Pads	Paid by EFT # 70624		02/03/2026	02/03/2026	02/13/2026		02/13/2026	119.99
Account 52210 - Institutional Supplies Totals										
Invoice Transactions 1										
\$119.99										
Account 52420 - Other Supplies										
5099 - Office Three Sixty, INC	3348388	18-(6)ct 8x5 Notebooks, (1) Planner for Urban Greenspace Crew	Paid by EFT # 70719		02/03/2026	02/03/2026	02/13/2026		02/13/2026	106.38
Account 52420 - Other Supplies Totals										
Invoice Transactions 1										
\$106.38										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	14158779753	18-Registration Best Practice Pollinators- Sparks-2/24-2/26	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	65.87
Account 53160 - Instruction Totals										
Invoice Transactions 1										
\$65.87										
Program 189500 - Urban Greenspace Totals										
Invoice Transactions 3										
\$292.24										
Program 189501 - Cemeteries										
Account 53130 - Medical										
9506 - Indiana University Health Urgent Care Centers, LLC	00175679-00	18-CEM Audio tests for OPS staff - Gilstrap- 11/18/25	Paid by EFT # 70680		02/03/2026	02/03/2026	02/13/2026		02/13/2026	37.00
Account 53130 - Medical Totals										
Invoice Transactions 1										
\$37.00										
Account 53510 - Electrical Services										
223 - Duke Energy	020426-ParkDukeB	18-P&R Facilities-elec charges-Dec 2025-Jan 2026	Paid by Check # 81153		02/04/2026	02/04/2026	02/04/2026		02/04/2026	157.90



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 53510 - Electrical Services										
223 - Duke Energy	020426-ParkDukeC	18-P&R Facilities-elec charges-Dec 2025-Jan 2026	Paid by Check # 81154		02/04/2026	02/04/2026	02/04/2026	02/04/2026	02/04/2026	487.34
Account 53510 - Electrical Services Totals										
Program 189501 - Cemeteries Totals										
Invoice Transactions 2										
\$645.24										
Invoice Transactions 3										
\$682.24										
Program 189503 - Urban Forestry										
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	147079	18-Holiday Express Arborist Conf-H. Smith-Noblesville IN-1/20-22	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026	02/13/2026	02/13/2026	254.60
3560 - First Financial Bank / Credit Cards	147081	18-Holiday Express Arborist Conf-L. Ellis-Noblesville IN-1/20-22	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026	02/13/2026	02/13/2026	254.60
Account 53230 - Travel Totals										
Invoice Transactions 2										
\$509.20										
Account 53910 - Dues and Subscriptions										
20129 - Monroe County Master Gardner Association, INC	1.14.26	18- UF - Garden Fair	Paid by EFT # 70708		02/03/2026	02/03/2026	02/13/2026	02/13/2026	02/13/2026	125.00
Account 53910 - Dues and Subscriptions Totals										
Program 189503 - Urban Forestry Totals										
Department 18 - Parks & Recreation Totals										
Fund 2204 - Park and Recreation - Operating Totals										
Invoice Transactions 122										
\$108,478.95										
Invoice Transactions 122										
\$108,478.95										
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	8746	18-Food, plates, napkins for Strategic Action Planning Meeting	Paid by Check # 81173		02/03/2026	02/03/2026	02/13/2026	02/13/2026	02/13/2026	31.62
Account 52420 - Other Supplies Totals										
Invoice Transactions 1										
\$31.62										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	1.26.26	18-Lunch-Emergency Snow Removal-Baldy's Pizzeria-1/28/26	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026	02/13/2026	02/13/2026	172.90
3560 - First Financial Bank / Credit Cards	2929567	18-QDOBA-Strategic Planning Meeting (Master Plan) Lunch-1/14/26	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026	02/13/2026	02/13/2026	881.64



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53990 - Other Services and Charges										
4549 - Kroger Limited Partnership I	028428	18- Food for Strategic Action Planning Meeting-1/14/26	Paid by Check # 81165		02/03/2026	02/03/2026	02/13/2026		02/13/2026	50.21
5819 - Synchrony Bank	8746	18-Food, plates, napkins for Strategic Action Planning Meeting	Paid by Check # 81173		02/03/2026	02/03/2026	02/13/2026		02/13/2026	19.93
Account 53990 - Other Services and Charges Totals										
Program 181000 - Administration Totals										
Invoice Transactions 4										
\$1,124.68										
Invoice Transactions 5										
\$1,156.30										
Program 182500 - Frank Southern Center										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	1812163	18- SiriusXM SXBR3 Music for Business Player FSC	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	188.46
Account 52420 - Other Supplies Totals										
Program 182500 - Frank Southern Center Totals										
Invoice Transactions 1										
\$188.46										
Invoice Transactions 1										
\$188.46										
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
50357 - Arrow Sporting Group, INC	INV17357	18-FSC Pro-Shop Restock - pucks, clear tape, white tape	Paid by EFT # 70603		02/03/2026	02/03/2026	02/13/2026		02/13/2026	878.53
4099 - Gold Medal Products CO.	80-194869	18-FSC Concessions items 1-19-26-popcorn, pretzels	Paid by EFT # 70662		02/03/2026	02/03/2026	02/13/2026		02/13/2026	214.40
Account 52330 - Street , Alley, and Sewer Material Totals										
Program 182501 - Frank Southern Center Concession Totals										
Invoice Transactions 2										
\$1,092.93										
Invoice Transactions 2										
\$1,092.93										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	922124510	18 - Cascades golf clubs	Paid by Check # 81157		02/03/2026	02/03/2026	02/13/2026		02/13/2026	299.84
4072 - Acushnet Company	922132098	18 - Cascades Golf Bag	Paid by Check # 81157		02/03/2026	02/03/2026	02/13/2026		02/13/2026	181.30
Account 52330 - Street , Alley, and Sewer Material Totals										
Program 183501 - Golf Course - Pro Shop Totals										
Invoice Transactions 2										
\$481.14										
Invoice Transactions 2										
\$481.14										



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53650 - Other Repairs										
8253 - Fire Dawgs, INC	13249	18 - Nat Res old stairs removal Griffy Dam-12/17/25	Paid by EFT # 70656		02/03/2026	02/03/2026	02/13/2026		02/13/2026	6,493.99
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	4153	18-Security Serv-2025 Griffy Deer Hunt-11/15 -11/23/25	Paid by EFT # 70700		02/03/2026	02/03/2026	02/13/2026		02/13/2026	1,620.00
Account 53990 - Other Services and Charges Totals										
Program 184000 - Natural Resources Totals										
Account 52210 - Institutional Supplies										
6302 - Cardio Partners, INC	600237552	18- AED Pads	Paid by EFT # 70624		02/03/2026	02/03/2026	02/13/2026		02/13/2026	119.99
Account 52210 - Institutional Supplies Totals										
Program 184500 - Youth Services -Juke Box Totals										
Program 184500 - Youth Services -Juke Box										
Account 5230 - Travel										
3560 - First Financial Bank / Credit Cards	AQJ2H2	18-Southwest-American Camp Assoc-Shrake-Las Vegas-2/16 -2/21	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	342.76
Account 53230 - Travel Totals										
Program 184501 - Youth Services-Kid City Camps Totals										
Program 184501 - Youth Services-Kid City Camps										
Account 53230 - Travel										
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1F11-TDHV-7NCN	18-Dust Mop Handle for TLRC Facility/Courts Cleaning Use	Paid by EFT # 70598		02/03/2026	02/03/2026	02/13/2026		02/13/2026	84.99
Account 52210 - Institutional Supplies Totals										
Account 52310 - Building Materials and Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17QT-73WP-TDMN	18-Water Filter, LED Lights, HDMI Cables for Twin Lakes Rec Cnt	Paid by EFT # 70598		02/03/2026	02/03/2026	02/13/2026		02/13/2026	470.98
8658 - Kleindorfer's Hardware LLC	30244	18-screws/nuts/bolts	Paid by EFT # 70689		02/03/2026	02/03/2026	02/13/2026		02/13/2026	5.40
Account 52310 - Building Materials and Supplies Totals										
Invoice Transactions 2										
\$476.38										



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52340 - Other Repairs and Maintenance										
4574 - John Deere Financial f.s.b. (Rural King)	231671	18 - TLRC Facility Supplies - 4 - 4X8 mats	Paid by Check # 81164		02/03/2026	02/03/2026	02/13/2026		02/13/2026	79.96
Account 52340 - Other Repairs and Maintenance Totals										
Invoice Transactions 1										
\$79.96										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17QT-73WP-TDMN	18-Water Filter, LED Lights, HDMI Cables for Twin Lakes Rec Cnt	Paid by EFT # 70598		02/03/2026	02/03/2026	02/13/2026		02/13/2026	8.99
Account 52420 - Other Supplies Totals										
Invoice Transactions 1										
\$8.99										
Account 53510 - Electrical Services										
223 - Duke Energy	020426-ParkDukeA	18-P&R Facilities-elec charges-Dec 2025-Jan 2026	Paid by Check # 81152		02/04/2026	02/04/2026	02/04/2026		02/04/2026	48.19
Account 53510 - Electrical Services Totals										
Invoice Transactions 1										
\$48.19										
Account 53610 - Building Repairs										
298 - Commercial Service Of Bloomington, INC	C84568	18--TLRC HVAC PM Serv Agreement-2026-2 visits-belts changed	Paid by EFT # 70635		02/03/2026	02/03/2026	02/13/2026		02/13/2026	3,918.42
53657 - Plymate, INC	3397825	18 - TLRC Entry Mat Service 1-28-2026	Paid by EFT # 70729		02/03/2026	02/03/2026	02/13/2026		02/13/2026	82.38
Account 53610 - Building Repairs Totals										
Invoice Transactions 2										
\$4,000.80										
Account 53650 - Other Repairs										
5605 - Photizo, LLC (Fish Window Cleaning)	3120-20969	18 - TLRC Gutter Cleaning-12/22/25	Paid by EFT # 70727		02/03/2026	02/03/2026	02/13/2026		02/13/2026	380.00
Account 53650 - Other Repairs Totals										
Invoice Transactions 1										
\$380.00										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	203551694	18 - TLRC Lift Permit Dept Homeland Security-1/9/2026	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	131.32
454 - DirecTV, LLC	075619410X260122	18-satellite service for TLRC-1/21/26-02/20/26	Paid by Check # 81150		02/04/2026	02/04/2026	02/04/2026		02/04/2026	269.98
Account 53910 - Dues and Subscriptions Totals										
Invoice Transactions 2										
\$401.30										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	012926	18-TLRC Fitness Specialist	Paid by EFT # 70607		02/03/2026	02/03/2026	02/13/2026		02/13/2026	210.00
9399 - Chloe Clift	013026	18-TLRC Fitness Specialist	Paid by EFT # 70634		02/03/2026	02/03/2026	02/13/2026		02/13/2026	156.25
Program 185000 - Twin Lakes Recreation Center Totals										
Invoice Transactions 11										
\$5,480.61										



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
9124 - Karin B Coopersmith	012926	18-TLRC Fitness Specialist	Paid by EFT # 70636		02/03/2026	02/03/2026	02/13/2026		02/13/2026	93.75
8370 - Alice M Day	011326	18-TLRC Fitness Specialist	Paid by EFT # 70642		02/03/2026	02/03/2026	02/13/2026		02/13/2026	62.50
5274 - Catherine T Gossett	013026	18-TLRC Fitness Specialist	Paid by EFT # 70663		02/03/2026	02/03/2026	02/13/2026		02/13/2026	350.00
8399 - Gustavus Alexus McLeod	011526	18-TLRC Fitness Specialist	Paid by EFT # 70702		02/03/2026	02/03/2026	02/13/2026		02/13/2026	125.00
8184 - Emily E Tally	012926	18-TLRC Fitness Specialist	Paid by EFT # 70755		02/03/2026	02/03/2026	02/13/2026		02/13/2026	93.75
9354 - Logan Thomas	012926	18-TLRC Fitness Specialist	Paid by EFT # 70762		02/03/2026	02/03/2026	02/13/2026		02/13/2026	126.00
9222 - Skyler Wildfong	012826	18-TLRC Fitness Specialist	Paid by EFT # 70773		02/03/2026	02/03/2026	02/13/2026		02/13/2026	93.75
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions 9		\$1,311.00
Program 185002 - TLRC-Health & Wellness Totals								Invoice Transactions 9		\$1,311.00
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
7184 - Larry Branam	012826	18-TLRC Basketball Official	Paid by EFT # 70620		02/03/2026	02/03/2026	02/13/2026		02/13/2026	50.00
8414 - Scott Matthew Burton	012926	18-TLRC Basketball Official	Paid by EFT # 70622		02/03/2026	02/03/2026	02/13/2026		02/13/2026	50.00
17565 - Michael B Hicks (Contractual)	012926	18-TLRC Basketball Official	Paid by EFT # 70667		02/03/2026	02/03/2026	02/13/2026		02/13/2026	50.00
8862 - Gavin Muhlenkamp	012926	18-TLRC Basketball Official	Paid by EFT # 70710		02/03/2026	02/03/2026	02/13/2026		02/13/2026	50.00
9714 - Nathan Rushing	012826	18-TLRC Basketball Official	Paid by EFT # 70743		02/03/2026	02/03/2026	02/13/2026		02/13/2026	50.00
9167 - David E Stewart	012826	18-TLRC Basketball Official	Paid by EFT # 70753		02/03/2026	02/03/2026	02/13/2026		02/13/2026	50.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions 6		\$300.00
Program 185003 - TLRC-Basketball Totals								Invoice Transactions 6		\$300.00
Program 185006 - TLRC-Concessions										
Account 52230 - Garage and Motor Supplies										
8155 - PepsiCo Beverage Sales, LLC	52081401	18 - TLRC Concession Supplies 1-28-26	Paid by EFT # 70725		02/03/2026	02/03/2026	02/13/2026		02/13/2026	606.88
Account 52230 - Garage and Motor Supplies Totals								Invoice Transactions 1		\$606.88
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	5843	18 - TLRC Concession Supplies 1-22-26-cookies	Paid by Check # 81173		02/03/2026	02/03/2026	02/13/2026		02/13/2026	13.98



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	5352 1-20-26	18 - TLRC Concession Supplies 1-20-26	Paid by Check # 81173		02/03/2026	02/03/2026	02/13/2026		02/13/2026	191.24
5819 - Synchrony Bank	7016	18 - TLRC Concession Supplies 1-30-26	Paid by Check # 81173		02/03/2026	02/03/2026	02/13/2026		02/13/2026	650.88
5819 - Synchrony Bank	7322 020126	18 - TLRC Concession Supplies 2-01-26	Paid by Check # 81173		02/03/2026	02/03/2026	02/13/2026		02/13/2026	189.06
Account 52330 - Street , Alley, and Sewer Material Totals										
										Invoice Transactions 4
										\$1,045.16
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	ECOM-1168	18- Food Service Manager Certification - Eads TLRC	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	178.00
Account 53160 - Instruction Totals										
										Invoice Transactions 1
										\$178.00
Program 185006 - TLRC-Concessions Totals										
										Invoice Transactions 6
										\$1,830.04
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TJG-1HKD-QXKR	18-Pens, Balloons, Slap Bracelets, Curtains for Comm.Events	Paid by EFT # 70598		02/03/2026	02/03/2026	02/13/2026		02/13/2026	386.32
Account 52420 - Other Supplies Totals										
										Invoice Transactions 1
										\$386.32
Program 186500 - Community Events Totals										
										Invoice Transactions 1
										\$386.32
Program 187006 - Adult Sports-Concessions										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	ECOM-1206	18- ServSafe Managers Training-Martin-Adult Sports	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	178.00
Account 53160 - Instruction Totals										
										Invoice Transactions 1
										\$178.00
Program 187006 - Adult Sports-Concessions Totals										
										Invoice Transactions 1
										\$178.00
Program 187503 - Banneker-Classes										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	5732039	18- Shiflet Scholarship Award - Banneker Bloomington Soccer	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	140.89
Account 53990 - Other Services and Charges Totals										
										Invoice Transactions 1
										\$140.89
Program 187503 - Banneker-Classes Totals										
										Invoice Transactions 1
										\$140.89
Program 189000 - Operations										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	84528	18-Lowes-Refrigerator for Ops-1/6/26	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	499.00
Account 52420 - Other Supplies Totals										
										Invoice Transactions 1
										\$499.00
Program 189000 - Operations Totals										
										Invoice Transactions 1
										\$499.00
Program 189000 - Operations Totals										
										Invoice Transactions 1
										\$499.00



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53990 - Other Services and Charges										
4571 - BCA Environmental Consultants, LLC	2512094	18-SYP Parcel Work - 12/31/2025	Paid by EFT # 70609		02/03/2026	02/03/2026	02/13/2026		02/13/2026	2,216.50
Account 53990 - Other Services and Charges Totals										
Program 189006 - Switchyard Property Totals										
Invoice Transactions 1										
\$2,216.50										
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
11693 - The Award Center, INC	63423	18-Downtown tree plaque replacement Sheila Burrello	Paid by EFT # 70758		02/03/2026	02/03/2026	02/13/2026		02/13/2026	425.00
Account 52420 - Other Supplies Totals										
Program 189503 - Urban Forestry Totals										
Department 18 - Parks & Recreation Totals										
Fund 2211 - Park Nonreverting Operating Totals										
Invoice Transactions 52										
\$24,262.93										
Fund 4655 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
10045 - LandWorx Engineering, LLC	2312	18-RCA Park Stormwater Detention Facility Design 12/23/25 -1/22/26	Paid by EFT # 70694		02/03/2026	02/03/2026	02/13/2026		02/13/2026	4,140.00
10045 - LandWorx Engineering, LLC	2286	18-RCA Park Stormwater Detention Facility Design 11/23-12/17/25	Paid by EFT # 70694		02/03/2026	02/03/2026	02/13/2026		02/13/2026	10,605.00
5641 - TYPSC, Inc.	201050	18-(Aztec)-Duke Power Line Trail Add #4 Add'l 70767 Funding-Dec 2025	Paid by EFT # 70767		02/03/2026	02/03/2026	02/13/2026		02/13/2026	975.00
Account 54510 - Other Capital Outlays Totals										
Program 18018A - 7th St Green Way, RCA Power Line Totals										
Department 18 - Parks & Recreation Totals										
Fund 4655 - 2018 BicentennialBnd Prcd900030 Totals										
Grand Totals										
Invoice Transactions 177										
\$148,461.88										

REGISTER OF CLAIMS
Board of Park Commissioners Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
02/13/26	Claims				\$148,461.88
					<u>\$148,461.88</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 **\$148,461.88**

2/13/2026

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office _____

Expenses January 2026	2025 Total Expense Budget	2025 Expenses as of December	2025 Expenses as of January	2025 % of Expenses	2026 Total Expense Budget2	2026 Expenses as of January	2026 % of Expenses2
General Fund							
Administration	1,153,565	1,163,501	40,607	3.49%	1,163,376	283,268	24.35%
Health & Wellness	108,676	88,181	6,725	7.63%	122,903	1,551	1.26%
Community Relations	497,933	548,022	25,086	4.58%	623,768	28,190	4.02%
Aquatics	614,193	517,757	5,236	1.01%	643,431	9,085	1.41%
Frank Southern Center	478,717	439,014	41,396	9.43%	505,900	39,614	7.83%
Golf Services	1,107,482	1,080,512	33,103	3.06%	1,328,531	44,864	3.38%
Natural Resources	489,115	436,986	26,928	6.16%	679,138	27,651	4.07%
Youth Programs	95,851	105,606	6,852	6.49%	104,928	7,768	7.40%
TLRC	411,396	426,509	26,237	6.15%	506,811	27,619	5.45%
Community Events	557,949	680,285	38,080	5.60%	757,909	44,696	5.90%
Adult Sports	306,073	347,383	12,788	3.68%	321,127	10,912	3.40%
Youth Sports	330,873	259,738	8,535	3.29%	317,051	5,923	1.87%
BBCC	507,621	415,657	20,425	4.91%	494,137	22,984	4.65%
Inclusive Recreation	92,771	105,636	4,289	4.06%	102,924	5,099	4.95%
Operations	2,393,841	2,152,978	92,061	4.28%	2,606,758	128,038	4.91%
Switchyard Property	1,112,005	727,862	65,921	9.06%	877,537	40,681	4.64%
Hopewell	0	61,552	0	0.00%	54,850	496	0.90%
Urban Greenspace	1,154,905	1,020,225	32,894	3.22%	1,002,401	37,375	3.73%
Cemeteries	242,063	227,946	8,462	3.71%	264,774	9,746	3.68%
Urban Forestry	561,154	462,907	19,128	4.13%	679,291	18,930	2.79%
General Fund total:	12,216,179	11,268,255	514,753	4.57%	13,157,545	794,490	6.04%

Expenses January 2026	2025 Total Expense Budget	2025 Expenses as of December	2025 Expenses as of January	2025 % of Expenses	2026 Total Expense Budget2	2026 Expenses as of January	2026 % of Expenses2
Non-Reverting Fund							
Administration	32,000	35,209	112	0.32%	21,000	60	0.29%
Health & Wellness	11,149	9,055	0	0.00%	9,199	320	3.48%
Community Relations	3,000	0	0	0.00%	5,350	0	0.00%
Aquatics	131,161	70,547	1,228	1.74%	131,008	1,372	1.05%
Frank Southern Center	121,037	81,455	10,275	12.61%	122,560	10,223	8.34%
Golf Services	242,847	223,170	6	0.00%	179,847	150	0.08%
Natural Resources	53,350	33,481	24,420	72.94%	68,350	27,270	39.90%
Youth Programs	165,818	159,664	2,698	1.69%	174,133	2,863	1.64%
*TLRC - day to day	1,074,795	577,497	259,243	44.89%	739,408	18,560	2.51%
Community Events	151,675	156,590	3,002	1.92%	127,913	1,525	1.19%
Adult Sports	75,636	53,903	0	0.00%	73,296	0	0.00%
Youth Sports	5,647	20,247	0	0.00%	900	0	0.00%
BBCC	5,375	4,513	129	2.87%	5,425	0	0.00%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%
Operations	43,340	17,521	5	0.03%	82,240	43,794	53.25%
Switchyard	55,471	62,026	485	0.78%	62,778	2,912	4.64%
Hopewell	46,100	0	392	0.00%	0		0.00%
Urban Forestry	14,900	16,591	0	0.00%	14,900		0.00%
N-R Fund subtotal:	2,233,301	1,521,470	301,996	19.85%	1,818,307	109,049	6.00%
TLRC - bond	48,987	481,987	0	0.00%	484,912	0	0.00%
N-R Fund total:	2,233,301	2,003,457	301,996	15.07%	2,303,219	109,049	4.73%

Expenses 2026	January	2025 Total Expense Budget	2025 Expenses as of December	2025 Expenses as of January	2025 % of Expenses	2026 Total Expense Budget2	2026 Expenses as of January	2026 % of Expenses2
Other Misc Funds								
25-26 MCCSC 21st Com Learn		28,337					2,798	
24-25 MCCSC 21st Com Learn		23,198		1,802				
23-24 MCCSC 21st Com Learn		6,659		250				
Banneker Nature Days		4,860						
Leonard Sp Nature Days		6,560		10				
Griffy Nature Days		4,935						
2025 Summer Food Service		11,891						
NRPA Nutrition Hub		137		137				
Yappa Grant		5,058		1,003				
Griffy Lake LARE Grant		3,357						
Other Misc Funds total:	0	94,992		3,202	3.37%	0	2,798	
TOTAL ALL FUNDS	14,449,481	13,366,704		819,951	6.13%	15,460,764	906,338	5.86%

PARKS AND RECREATION REVENUES AND EXPENSES: COMPARISON REPORT							
Revenue January 2026	2025 Projected Revenue	2025 Revenue as of December	2025 Revenue as of January	2025 % of Revenue Collected to date	2026 Projected Revenue for year	2026 Revenue as of January	2026 % of Revenue Collected to date
General Fund							
Taxes/Misc Revenue	9,391,470	9,858,314	0	0.00%	9,802,732	0	0.00%
Administration	0	150,451	0	0.00%	0	13,225	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%
Aquatics	206,000	277,422	0	0.00%	230,000	0	0.00%
Frank Southern	199,500	214,420	32,471	15.14%	220,000	57,774	26.26%
Golf Services	821,000	1,278,399	268	0.02%	1,000,000	1,719	0.17%
Natural Resources	0	0	0	0.00%	0	0	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%
Community Events	15,000	16,307	481	2.95%	16,000	465	2.91%
Adult Sports	32,000	866	0	0.00%	0	0	0.00%
Youth Sports	6,000	6,575	438	6.66%	6,000	-52	-0.87%
BBCC	20,030	33,818	5,667	16.76%	21,032	2,505	11.91%
Operations	0	0	0	0.00%	0	0	0.00%
Urban Greenspace	0	0	0	0.00%	0	0	0.00%
Cemeteries	43,750	18,600	2,100	11.29%	32,650	1,500	4.59%
Urban Forestry	0	0	0	0.00%	0	0	0.00%
Subtotal Program Rev	1,343,280	1,996,858	41,425	2.07%	1,525,682	77,135	5.06%
General Fund Total	10,734,750	11,855,171	41,425	0.35%	11,328,414	77,135	0.68%
Revenue January 2026	2025 Projected Revenue	2025 Revenue as of December	2025 Revenue as of January	2025 % of Revenue Collected to date	2026 Projected Revenue for year	2026 Revenue as of January	2026 % of Revenue Collected to date
Non-Reverting Fund							
Administration	35,600	29,163	5,415	18.57%	27,000	3,834	14.20%
Health & Wellness	15,000	7,561	312	4.13%	15,000	177	1.18%
Community Relations	3,000	2,100	1,000	47.62%	3,000	1,000	33.33%
Aquatics	85,700	76,145	100	0.13%	82,200	0	0.00%
Frank Southern	80,750	90,995	18,059	19.85%	99,000	14,740	14.89%
Golf Services	184,500	284,431	2,101	0.74%	184,500	2,700	1.46%
Natural Resources	77,500	67,848	119	0.18%	77,500	162	0.21%
Youth Programs	170,000	171,519	1,578	0.92%	176,500	1,180	0.67%
*TLRC -Operational	931,104	939,140	89,168	9.49%	931,448	90,154	9.68%
Community Events	153,000	205,312	20,424	9.95%	159,500	8,315	5.21%
Adult Sports	53,660	84,497	162	0.19%	95,020	288	0.30%
Youth Sports	45,350	51,361	-166	-0.32%	45,350	1,072	2.36%
BBCC	10,500	16,652	450	2.70%	13,368	85	0.64%
Operations	82,440	73,302	3,063	4.18%	82,440	2,693	3.27%
Switchyard	74,000	87,207	5,043	5.78%	68,500	6,264	9.14%
Cemeteries	0	0	0	0.00%	0	0	0.00%
Urban Forestry	23,600	31,697	0	0.00%	23,600	5,390	22.84%
N-R Fund subtotal:	2,025,704	2,218,930	146,827	6.62%	2,083,926	138,054	6.62%

Revenue January 2026	2025 Projected Revenue	2025 Revenue as of December	2025 Revenue as of January	2025 % of Revenue Collected to date	2026 Projected Revenue for year	2026 Revenue as of January	2026 % of Revenue Collected to date
Other Misc Funds							
25/26 MSCSC 21st Cent		19,201					
24-25 MCCSC 21st Century Learn		40,623	6,111		21,500		
G23-24 MCCSC 21st Com							
Duke Power Line							
Rosehill Trust		4,545	238		0		
Storm Response							
Griffy Lake Nature Days							
Summer Food Service		14,638					
Banneker Nature Days		4,860			4,860		
Nature Preserves Invsive							
Yappa Grant		12,605	3,051				
Griffy Lake LARE Grant		3,357			3,400		
Banneker Comm Roof Repair		20,000					
Duke Pool Fee Waiver		4,875					
Leonard Spring Nature Day							
Other Misc Funds total:	0	124,704	9,400		29,760		0
TOTAL ALL FUNDS	12,760,454	14,198,805	197,652	1.39%	13,442,100	215,189	1.60%

2026 Non-Reverting Cash Balances	1	2	3	4	5	6	7
Area	Beginning Balance 1/1/2026	Revenue as of 01/31/2026	Other Misc. Revenue	Expenses as of 1/31/2026	Expenses from RESERVE* (see explanation below)	Total Current Year Over/Under (does not include expenses taken from RESERVE)	Total Accumulated Balance (Amount)
Administration	479,827.67	3,899.45		59.98		3,839.47	483,667.14
Health & Wellness	19,060.59	216.00		320.00		(104.00)	18,956.59
Community Relations	48,484.27	1,000.00		0.00		1,000.00	49,484.27
Aquatics	424,703.75	0.00		1,371.52		(1,371.52)	423,332.23
Frank Southern Center	223,109.79	15,067.58		10,223.44		4,844.14	227,953.93
Golf Course	610,787.59	2,699.73		150.00		2,549.73	613,337.32
Natural Resources	466,513.58	175.00		27,269.97		(27,094.97)	439,418.61
Allison Jukebox	355,399.87	389.75		2,863.35		(2,473.60)	352,926.27
TLRC	(3,920,630.92)	88,807.00		18,560.33		70,246.67	(3,850,384.25)
TLRC Reserve	1,114,948.40	8,262.30		0.00		8,262.30	1,123,210.70
Community Events	604,713.11	8,555.29		1,524.76		7,030.53	611,743.64
Adult Sports	71,521.05	287.77		0.00		287.77	71,808.82
Youth Sports	56,227.81	1,072.40		0.00		1,072.40	57,300.21
Skate Park	22,417.65	0.00		0.00		0.00	22,417.65
Benjamin Banneker Comm Center	80,754.92	110.00		0.00		110.00	80,864.92
Operations	437,707.77	2,693.16		43,794.25		(41,101.09)	396,606.68
Switchyard Property	422,805.54	7,424.04		2,911.56		4,512.48	427,318.02
Urban Forestry	75,274.72	3,790.00		0.00		3,790.00	79,064.72
TOTALS	1,593,627.16	144,449.47	0.00	109,049.16	0.00	35,400.31	1,629,027.47
						35,400.31	
						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
01/02/2026	2948804	6	AR	125001_B	Skating - Parent & Tot (125001-B)	Refund Now	grabowsm	20.00	0.00	20.00
01/02/2026	2948907	6	AR	150301_H	BBall - Grade 4-6 Girls (150301-H)	Refund Now	grabowsm	95.00	0.00	95.00
01/06/2026	2950905	6	AR	150301_D	BBall - Grade 3 (150301-D)	Refund Now	grabowsm	95.00	0.00	95.00
01/06/2026	2951010	6	PM	TLRC - Add On 1	Add On 1M (43249)	Refund Now	grabowsm	8.00	0.00	8.00
01/07/2026	2951412	6	AR	150302_B	BYB Middle School - 7-8 Grade Boys	Refund Now	grabowsm	95.00	0.00	95.00
01/09/2026	2952305	5	AR	150301_F	BBall - Grade 5 Boys (150301-F)	Refund Now	michele.wilson	95.00	0.00	95.00
01/12/2026	2953376	6	FR	COURT_TLRC_c	Court 2 on 01/17/2026 at 10:00am to	Refund Now	grabowsm	45.00	0.00	45.00
01/12/2026	2953376	6	FR	ROOMS_TLRC_c	TLRC Party Room on 01/17/2026 at	Refund Now	grabowsm	60.00	0.00	60.00
01/20/2026	2957130	6	AR	125019_A	Adult Hockey II (125019-A)	Refund Now	grabowsm	100.00	0.00	100.00
01/22/2026	2958110	6	FR	Turf_TLRC_Turf	Turf on 01/27/2026 at 3:30pm to 5:0	Refund Now	grabowsm	150.00	0.00	150.00
01/28/2026	2959581	6	AR	345101_I	Break Day February 16, 2026 (34510	Refund Now	grabowsm	55.00	0.00	55.00
01/28/2026	2959582	6	AR	345101_I	Break Day February 16, 2026 (34510	Refund Now	grabowsm	50.00	0.00	50.00
01/28/2026	2959582	6	AR	345101_I	Break Day February 16, 2026 (34510	Refund Now	grabowsm	50.00	0.00	50.00
01/28/2026	2959584	6	AR	345101_I	Break Day February 16, 2026 (34510	Refund Now	grabowsm	50.00	0.00	50.00
01/28/2026	2959585	6	AR	345101_I	Break Day February 16, 2026 (34510	Refund Now	grabowsm	50.00	0.00	50.00

Report Summary Totals

Total Refund Records: 15
Total Fees Refunded: 1,018.00
Total Tax Refunded: 0.00
Total Amount Refunded: 1,018.00



City of Bloomington

Disposal / Surplus / Trade In Form

DEPT: Parks and Recreation

LOCATION: Showers

DEPT. HEAD / DIVISION DIRECTOR: Tim Street

PAGE NO.

1 of 1

DATE:

2/19/2026

PHONE:

812-349-3700

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. 25 LBS Jack's 20-20-20 Fertilizer	13	Never going to be used	N/A			<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	Gov Deals	\$400.00	02/19/26
2.		Form is closed				<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
3.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
4.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
5.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
6.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
7.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
8.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
9.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
10.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
11.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
12.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
13.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
14.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
15.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
16.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
17.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			

Bloomington Parks and Recreation Vehicle to Retire

Feb-26

Review/approve of vehicles listed below to be retired from service. If approved by the Board of Park Commissioners, the Board of Public Works will sell the vehicles through GovDeals. The vehicles will be included on the Board of Public Works Surplus Form.



STAFF REPORT

A7 Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: February 19, 2026
SUBJECT: Cooperative Partnership Agreement with Monroe County Civic Theater

Recommendation

Staff recommends the approval of the 2026 partnership agreement with Monroe County Civic Theater, Inc. (MCCT) for the rehearsal and performance of a Shakespeare play as a part of the Shakespeare in the Park program. There is no monetary exchange involved in this partnership. MCCT does rent the restrooms at the Alison Jukebox Community Center separately.

Background

This is the 40th year of this partnership between Bloomington Parks and Recreation (BPRD) and Monroe County Civic Theater, Inc. to share resources to provide the Bloomington community with free performances of Shakespeare plays in one of our community parks. MCCT is responsible for the production of the plays, while BPRD provides assistance in the form of promotion of the event and the use of Waldron, Hill, and Buskirk Park. Changes for this year's partnership include a change of dates for this year's production and rehearsal times.

This year's production will be "The Taming of the Shrew" and will be held Thursday, May 28 through Sunday, May 31 and Friday, June 5 through Sunday, June 7 on the stage at Waldron, Hill, and Buskirk Park. Performances on Thursday-Saturday will begin at 7 p.m. and Sunday matinee performances will begin at 2 p.m.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Crystal Ritter".

Crystal Ritter, Community Events Coordinator

**City of Bloomington
Parks and Recreation Department
Program Partnership Agreement
Monroe County Civic Theater**

This Agreement is made and entered into this ____ day of _____, 2026, by and between the Bloomington Parks and Recreation Department (“BPRD”) and the Monroe County Civic Theater, Inc. (“MCCT”).

WHEREAS, BPRD and the MCCT desire to cooperate in order to provide theater programs and productions for the benefit of the general public; and

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

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

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from December 31, 2025, to December 31, 2026, unless early termination occurs as described in Article 8.0 of this Agreement.

3.0 Bloomington Parks and Recreation:

The goal of BPRD is to build a positive relationship with the MCCT to provide free performances of “Shakespeare in the Park” for the Bloomington community.

BPRD agrees to:

- a. Provide use of the stage at Waldron, Hill, and Buskirk Park for eight (8) nights during the weeks of the performances (Wednesday-Sunday). Performances are to be held on the following dates: May 28, 29, 30, 31, June 4, 5, 6, and 7, and for a dress rehearsal on Wednesday, May 27. Performances on May 28, 29, 30, and June 4, 5, and 6 will begin at 7 p.m. The performances on May 28 and June 7 will begin at 2 p.m.
- b. Allow Monroe County Civic Theater to rehearse on the stage at Waldron, Hill, and Buskirk Park in the six (6) weeks leading up to the week of the performances. Rehearsals will start on Monday, April 14. A list of rehearsal weeks is included below.

Week #1: April 13-19

Week #2: April 20-26

Week #3: April 27-May 3

Week #4: May 4-10

Week #5: May 11-17

Week #6: May 18-24[1][LB2]

- b. Publicize performances with the Performing Art Series through concert booklets, program guide, and press releases.

4.0 Monroe County Civic Theater:

The goals of MCCT are to provide opportunities for actors to gain experience in theatrical productions and provide free, quality performances of “Shakespeare in the Park” for the Bloomington community.

MCCT agrees to:

- a. Name BPRD in all forms of publicity as a co-sponsor of performances held in Waldron, Hill, and Buskirk Park.
- b. Be responsible for the production in its entirety, including: auditions, rehearsals, staging, props, costumes, and other production needs.
- c. Ensure that the productions are appropriate for the general public.
- d. Inform actors, directors, and producers of policies and building procedures, and adhere to the same.
- e. MCCT will provide a schedule of rehearsal dates to BPRD two (2) weeks before the start of rehearsals so that BPRD may make sure that no other rentals or park maintenance would conflict with rehearsals.
- f. Spot clean the stage after use and communicate any maintenance needs to the BPRD staff. Help BPRD staff clean the restrooms and hallway outside of the restrooms at the Allison Jukebox Community Center following the performances on Sundays, June 1 and 8.
- g. Pay any costs associated with securing a BPRD building supervisor in order to open the Allison Jukebox Building (category B of the price schedule) for restroom access during times when the building is not open to the public.

5.0 Release and Hold Harmless Agreement:

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

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

- a. The intent of this Agreement is to document a mutually beneficial partnership between BPRD and MCCT.
- b. The staff and personnel involved in this Agreement will at all times represent both partners to this Agreement in a professional manner, and reflect the commitment of both partners to quality services and customer satisfaction.
- c. The commitment of personnel, promotions, equipment, and funding sources will be honored according to the timetable agreed upon by both partners.

- d. MCCT is recognized as having the expertise and experience to run the production safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- e. The Agreement and the services provided will be evaluated in February and/or March, 2025.
- h. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit. **Theatrical property weapons may be used for theatrical productions with pre-approval from BPRD.**
- i. Municipal Code sections 6.12.020 prohibit smoking inside City of Bloomington facilities on City of Bloomington property.
- j. Provide an invoice for restroom rentals at the Allison Jukebox Community Center and provide staffing for the restrooms during rentals.

7.0 Notice and Agreement Representatives:

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

Monroe County Civic Theater Kenny Hertling PO Box 2032 Bloomington, IN 47402 812-320-2629	Bloomington Parks and Recreation Leslie Brinson P.O. Box 848 Bloomington, Indiana 47402 812-349-3713
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- b. Agreement representatives for the day-to-day operations and implementation of this Agreement are:

Monroe County Civic Theater Kenny Hertling PO Box 2032 Bloomington IN 47402 812-320-2629	Bloomington Parks and Recreation Crystal Ritter PO Box 848 Bloomington, Indiana 47402 812-349-3725
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8.0 Termination

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

9.0 E-Verify

Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, MCCT, as a business entity, has to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. MCCT is not required to continue this verification if the E-Verify program no longer exists. However, MCCT is a not-for-profit organization that does not have any employees and therefore, is not able to register with the E-Verify program. As a consequence, in order to be in compliance with Ind. Code 22-5-1.7-11(a), MCCT shall sign an affidavit affirming that MCCT currently does not employ any employees, but only works with volunteers, and if MCCT should hire any employee or contract employee, it commits itself

to participate in the E-Verify program and will immediately sign an amended Affidavit as required by state law, that it is registered with the E-Verify program and if it hires employees, it will not be employing any unauthorized alien. The Affidavit to this effect is attached to and incorporated into this Agreement as Exhibit A.

If an amended affidavit becomes necessary during the term of this Agreement, MCCT –by signing this Agreement—commits itself to (1) notify BPRD prior to hiring such an employee or contracting with a contract employee, (2) register with e-verify prior to the hiring, (3) check the employee through E-Verify, and (4) sign the amended Affidavit within three (3) business days prior to hiring an employee.

IN WITNESS WHEREOF, this Agreement is effective upon signature by both partners.

BLOOMINGTON PARKS AND
RECREATION DEPARTMENT

MONROE COUNTY CIVIC THEATER

Kathleen Mills, President
Board of Park Commissioners

Kenny Hertling, President

Tim Street, Parks Director

EXHIBIT A
AFFIDAVIT REGARDING E-VERIFY IF CONTRACTOR
DOES NOT HAVE EMPLOYEES

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

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

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

Signature



STAFF REPORT

A8

Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: **Board of Park Commissioners**
FROM: **Crystal Ritter, Community Events Coordinator**
DATE: **February 19, 2026**
SUBJECT: **Noise Permit for Bloomington Parks and Recreation's 2026 Community Events and Programs**

Recommendation

Staff recommends the approval of noise permits for the list of Bloomington Parks and Recreation's 2026 scheduled community events and programs. Please see the attached list, which includes the name, date, times, and location of each community event/program for 2026.

Background

This is a request for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Per Chapter 14.09, the City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhoods from noise. These permits were approved annually by the Board of Public Works up until 2023, when it was decided Bloomington Parks and Recreation could review and approve requests for noise permits for events being held on our own property, provided those permits are approved by the Board of Park Commissioners.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Crystal Ritter".

Crystal Ritter, Community Events Coordinator

City of Bloomington Parks and Recreation Department's request for Noise Permits for the following events scheduled for the 2026 calendar year.

Noise Permit Information:

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Bloomington Community Farmers' Market (Parking Lot at 401 N. Morton St.)

Month of April Saturday Markets 8 a.m.-12:30 p.m.
4/4/2026, 4/11/2026, 4/18/2026, and 4/25/2026

Month of May Saturday Markets 8 a.m.-12:30 p.m.
5/2/2026, 5/9/2026, 5/16/2026, 5/23/2026 and 5/30/2026

Month of June Saturday Markets 8 a.m.-12:30 p.m.
6/6/2026, 6/13/2026, 6/20/2026 and 6/27/2026

Month of July Saturday Markets 8 a.m.-12:30 p.m.
7/4/2026, 7/11/2026, 7/18/2026 and 7/25/2026

Month of August Saturday Markets 8 a.m.-12:30 p.m.
8/1/2026, 8/8/2026, 8/15/2026, 8/22/2026 and 8/29/2026

Month of September Saturday Markets 8 a.m.-12:30 p.m.
9/5/2026, 9/12/2026, 9/19/2026 and 9/26/2026

Month of October Saturday Markets 9 a.m.-12:30 p.m.
10/3/2026, 10/10/2026, 10/17/2026, 10/23/2026 and 10/30/2026

Dancewalk Bloomington

4/18/2026, 12-1 p.m.
B-Line Trail starting at City Hall

Summer Launch Party

5/23/2026, 3-9 p.m.
Bryan Park

Shakespeare in the Park

Dates listed below, 5-9:30 p.m. (Wednesdays-Saturdays) 12-5 p.m. (Sundays)
Waldron, Hill, and Buskirk Park

5/27/2026	5/31/2026
5/28/2025	6/4/2025
5/29/2025	6/5/2025
5/30/2025	6/6/2025

6/7/2025

Hopewell Park Concert Series/Tuesday Market

Tuesdays (dates listed below) – 4:30-6:30 p.m.

Hopewell Commons

6/2/2025	7/28/2026
6/9/2026	8/4/2026
6/16/2026	8/11/2026
6/23/2026	8/18/2026
6/30/2026	8/25/2026
7/7/2026	9/1/2026
7/14/2026	9/8/2026
7/21/2026	9/15/2026
7/28/2026	9/22/2026

Touch a Truck

6/3/2026 – 8 a.m.-3 p.m.

Winslow Sports Park

Rain date: 6/4/2026

Performing Arts Series: Bryan Park Concerts

Sundays (dates listed below) in June and July, 4-9 p.m.

Bryan Park

6/7/2026
6/21/2026
7/5/2026
7/19/2026
Rain dates:
6/28/2026
7/12/2026
7/26/2026
8/2/2026

Strawberry Shortcake Festival

6/11/2026, 10:30 a.m. – 7 p.m.

Switchyard Park

Performing Arts Series: Happy Hours on the Lawn Concerts

Second Friday of each month, June-September, 5:30- 9:00 p.m.

Switchyard Park

6/12/2026
7/10/2026
8/14/2026
9/11/2026
Rain Date: 10/2/2026

Granfalloon Concerts presented by Indiana University Arts & Humanities Council
Saturday (dates listed below), 5:00 pm – 10:00 pm
Switchyard Park

6/20/2026

7/18/2026

8/29/2026

Fourth of July Parade

7/4/2026, 6 a.m.- 12 p.m.

Downtown on Walnut and College from Kirkwood Ave to 11th Street

Movies in the Parks

Location Varies – 7:00 pm – 11:30 pm

5/29/2026 in Bryan Park

6/19/2026 in Switchyard Park

7/25/2026 at Bryan Park Pool Park

8/29/2026 in Bryan Park

9/5/2026 in Rev. Butler Park

10/3/2026 in Switchyard Park

Rain date: 10/4/2025 in Switchyard Park or Bryan Park

Drool in the Pool

8/5/2026 & 8/6/2026, 3-9:00 p.m.

Mills Pool

An Evening with the Bloomington Symphony Orchestra

8/30/2026, 3:30-8:30 p.m.

Switchyard Park

Bloomington Branches

9/12/2026, 3:00 - 6:00 p.m.

Bryan Park

An Evening with the Bloomington Jazz Orchestra

9/6/2026, 4-9 p.m.

Switchyard Park

Rain date: 9/13/2026

Splash and Glow Party

9/17/2026, 4-7 p.m.

Switchyard Park

Glow in the Park

9/19/2026, 6-11:30 p.m.

Waldron, Hill, and Buskirk Park

An Evening with the Bloomington Community Band

9/20/2026, 4-9 p.m.

Switchyard Park

Rain date: 9/27/2026

Trick or Treat Trail

10/3/2026, 10 a.m.-6 p.m.

RCA Community Park

Dearly Departed Cemetery Tours

10/11/2026, 5-10 p.m.

Rose Hill Cemetery

Festival of Ghost Stories

10/23/2026, 6:30-9 p.m.

Bryan Park

Holiday Market

11/28/2026, 9:30 a.m.-4 p.m.

401 N. Morton St., Fernandez Plaza

Board of Park Commissioners

{For Parks-sponsored events}

Kathleen Mills, President

Date



STAFF REPORT

A9 Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: Board of Park Commissioners
FROM: Clarence Boone, Facility/Program Coordinator
DATE: February 19, 2026
SUBJECT: Food and Beverage and Food Truck Vendor Template Agreements

Recommendation

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

Background

Both templates have been revised to reflect 2026 dates and have been streamlined to include information from the Vendor Handbook, which is a part of the agreement. The Food Truck/Push Cart agreement has been revised to include a slight fee increase for those who occupy more than one standard vending space.

The Department has received several applications and will make vendor selections soon.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Clarence W. Boone Jr." The signature is fluid and cursive, with "Clarence" and "Boone" being more formal and "W." and "Jr." being more personal initials.

Clarence Boone, Facility/Program Coordinator

Agreement for Food Truck/ Push Cart Vending Bloomington Community Farmers' Market

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Food and Beverage Artisan ("Artisan"),

WITNESSETH:

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

WHEREAS, the Food Truck/Push Cart vendor wishes to operate a stand in this location.

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

A. TERM OF AGREEMENT

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

B. FOOD AND BEVERAGE ARTISAN RESPONSIBILITIES

1. **Artisan Fee:** Artisan shall pay Parks a vending fee of thirty five dollars (\$35.00) per vending day, unless their vehicle exceeds the designated 10 foot by 10 foot in which case the fee shall be fifty dollars (\$50.00) per vending day.
2. **List and Price:** The Artisan shall furnish Parks with a complete list of products to be sold and prices charged per item by April 4, 2026. The Artisan must display legible price markers for goods offered for sale.
3. **Insurance:** During the performance of any and all Services under this Agreement, Artisan shall maintain the following insurance in full force and effect:
 - A. Comprehensive General Liability Insurance:
 - a. Personal injury: \$100,000 per occurrence and \$300,000 in aggregate
 - b. Property damage: \$25,000 per occurrence and \$50,000 in the aggregate and
 - B. Automobile Liability providing coverage for all owned, hired, and non-owned autos at the Indiana minimum

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

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

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

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

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

7. **Days and Hours of Operation:** The Artisan agrees to attend and sell at Market each and every Saturday, unless an alternate schedule has been determined by vendor and staff, beginning April 4, 2026 through September 26, 2026 from 8:00 am until 12:30 pm, and October 3, 2026 through November 21, 2026 from 9:00 am until 12:30 pm.
9. **Assignments and Limits of Space:** The Artisan will be assigned by Parks one vending space limited to 10 feet wide by 10 feet deep prior to commencement of this Agreement. Artisans may only display signs, information and/or items in

their space that consist of the products they are selling or that directly relate to their business. If food truck extends into an adjoining space due to exceeding the 10' x 10' space limits, then the vendor will be assessed the higher daily vending flat fee, as detailed in section B. 1.

11. **Property Maintenance and Utilization:** The Artisan must vacate premises by 1:30 pm and remove all personal items and equipment. The Artisan must remove all recyclable and compostable materials from site. The Artisan must protect brick pavers within vending space from soiling due to food and beverage spills. The Artisan must ensure that weather protection devices are securely anchored. The Artisan must utilize compostable serving materials whenever possible.
12. **Indemnification:** The Artisan hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Artisans participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.
13. **Verification of New Employees' Immigration Status:** The Artisan is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). The Artisan shall sign an affidavit, attached as Exhibit A, affirming that the Artisan does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

The Artisan and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Artisan or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Artisan or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Artisan or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Artisan or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Artisan or subcontractor did not knowingly employ an unauthorized alien. If the Artisan or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City or City department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a

new contractor. If the City terminates the contract, the Artisan or subcontractor is liable to the City for actual damages.

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

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

Artisans acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against artisans at the Market. If an artisan believes that the City employee engaged in such conduct at the Market towards the artisan, the artisan may file a complaint with the Market Manager and/or with the City Human Resources Department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct at the Market.

Similarly, the City does not tolerate Artisans engaging in harassing or discriminatory conduct towards fellow vendors, members of the public or City employees at the Market on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status. Any artisan who believes that a fellow vendor has engaged in such harassment or discrimination at the Market may file a complaint with the Bloomington Human Rights Commission. The City takes all such complaints seriously and will take appropriate action if it finds that any artisan engaged in such prohibited conduct at the Market.

15. Expectations

Artisans shall not be discourteous, disrespectful or dishonest to anyone with whom

they interact at the Market, including Market customers and attendees, other vendors, staff, volunteers, entertainers or anyone else at the Market.

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

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

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

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

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

C. RESPONSIBILITY AND RIGHTS OF PARKS

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

D. ASSIGNMENT OF AGREEMENT

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

E. BREACH OF AGREEMENT

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

F. TERMINATION

1. **Termination by mutual agreement:** The parties may terminate this Agreement prior to November 21, 2026 by mutual written agreement.

G. MISCELLANEOUS

1. **Enforcement:** In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear expenses of such litigation, including, but not limited to, court costs and reasonable attorney fees.

2. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
3. **Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the other party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
4. **Safety:** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
5. **Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Parks: Parks and Recreation Department
ATTN: Clarence Boone
City of Bloomington, P.O. Box 100
Bloomington, IN 47402

Food Truck/ Push Cart Vendor: _____

6. **Intent to be Bound:** Parks and the Artisan each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
7. **Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between Parks and the Artisan. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

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

[Signatures are on the following page.]

Signatures on this page are associated with the 2026 “Agreement for Food Truck Push Cart Vending Bloomington Community Farmers’ Market” with _____ (vendor name).

VENDOR

Signature

Name

Date

CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel

Tim Street, Parks Administrator

Kathleen Mills, President Board of Park Commissioners

EXHIBIT A

AFFIDAVIT REGARDING E-VERIFY IF CONTRACTOR HAS EMPLOYEES

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

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

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

Signature

Printed name

AFFIDAVIT REGARDING E-VERIFY IF CONTRACTOR DOES NOT HAVE EMPLOYEES

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

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

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

Signature

Printed name



STAFF REPORT

A10 Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: Board of Park Commissioners
FROM: Clarence Boone, Facility/Program Coordinator
DATE: February 19, 2026
SUBJECT: 2026 Farmers' Market Farm Vendor Handbook, Contract, and Exhibits

Recommendation

Staff recommends approval of the farm vendor contracts, handbook and exhibits for the 2026 Bloomington Community Farmers' Market.

Background

The Department is currently accepting farm vendor applications for the 2026 market season. Applications will be accepted through February 20th, for those intending to reserve a space for the April or May-October seasons. Applications will be accepted for day stall vendors as long as space allows.

The 2026 contract and exhibits have been updated to reflect 2026 dates.

The Handbook has gone through updates that reflect the following changes:

- Date changes related to a new market season
- A few grammatical edits

The changes have been discussed with the Farmers' Market Advisory Council and all pertinent documents have been reviewed by Legal.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Clarence W. Boone Jr." The signature is cursive and includes a middle initial "W".

Clarence Boone, Program/Facility Coordinator

2026 BLOOMINGTON COMMUNITY FARMERS' MARKET FARM VENDOR CONTRACT

In consideration for the privilege to participate in the 2026 Bloomington Community Farmers' Market ("Market"), the City of Bloomington ("City"), and the undersigned Vendor(s) ("Vendor") agree to the following:

1. ADMINISTRATION

The Market is administered by the Parks and Recreation Department of the City in accordance with this contract (the "Contract"). The City selects and approves Vendors, sets fees and determines Market policies and criteria for eligibility. The criteria for eligibility it considers while reviewing applications are: that the Vendor produces goods in compliance with the Farm Vendor Handbook guidelines for the categories of goods the Vendor offers for sale; that the Vendor has had a positive history with the Market without prior contract violations; that the Vendor's products complement the product balance at the Market, that the Vendor is committed to the general mission of the Market; and that it is in the best interest of the Market, the public and the City to select the Vendor for the Market. The Market Coordinator and staff review applications and have the discretion to select Vendors who meet the criteria for eligibility and whose products most closely match the City's mission for the Farmers' Market. Staff oversee the Market and have authority to assign vending space, settle disputes and disqualify or terminate vendors for violations of this Contract or Market regulations.

2. ELIGIBILITY OF VENDORS

Following are definitions used, in part, to determine an individual's eligibility to vend at the Market:

"Producer" is a person who is consistently involved with and participates substantially in the production, including aspects like planting, cultivating, harvesting, and raising, of permitted goods sold pursuant to this contract.

"Primary Vendor" is a person who is a producer, is the person who owns, leases, rents or otherwise controls the land on which goods sold pursuant to this contract are raised and is the person who controls points for the Vendors on this Contract. The designation of "Primary Vendor" is determined by the vendor name listed first on this Contract.

"Vendor" is a person who is a producer or immediate family member of the Primary Vendor, as defined in this Contract, and has signed this Contract.

"Immediate Family" is defined as a parent, child, spouse or domestic partner of the Primary Vendor.

"Stand Assistant" is a person who assists the Vendor at Market, but does not fulfill the definition of Vendor set forth in this Contract. Stand Assistants must be accompanied by a Vendor in each and every distinct stand rented by the Vendor at a given Market. Stand Assistants cannot earn points for selling at Market.

Only individuals who are named as Vendors or Stand Assistants in this Contract may sell at the Market. A Vendor and a Stand Assistant working with that Vendor may sell only goods produced on land controlled by the Primary Vendor or on land on which the Primary Vendor's immediate family is a producer. A Vendor may be a party to only one Market contract and may have only limited financial interest in any other Market contract.

Vendors and Stand Assistants must be listed by full legal name on this Contract and must sign this Contract. If a Vendor wants any individual not listed on this Contract to serve as a Vendor or Stand Assistant, the

Vendor must let Market Staff know the name of the Vendor or Stand Assistant by no later than 5 PM on the Thursday before the Market day, except in the case of a documented emergency. Failure to do so will result in the newly identified Vendor or Stand Assistant not being permitted to work at the following Saturday or Tuesday Markets.

“Innovative Farm Arrangement” is a farm arrangement that does not fit within the above established definitions of producer, primary vendor and/or vendor, but is determined to be within the scope and mission of the Market at the discretion of the Market Coordinator, in part, on information provided in the Innovative Farm Arrangement application.

The Vendor agrees to abide by all applicable federal, state and local laws and ordinances, and agrees that the violation by the Vendor of such a law or ordinance may be deemed by the City to be a material breach of this contract.

3. OBLIGATION TO COMPLY WITH MARKET HANDBOOK AND APPLICATION

The 2026 Farm Vendor Handbook is hereby incorporated into this Contract by reference and is a part of this contract as fully as if it had been set forth herein. The 2026 Application completed by the selected and approved Vendor and the exhibits for Value Added Foods (Exhibit A), Pet Foods (Exhibit B), Home Based Vendor Foods (Exhibit C), Aquaculture Foods (Exhibit D) and/or Shell Egg (Exhibit E) if applicable, are hereby incorporated into this Contract by reference and are made a part of this Contract as fully as if they had been set forth herein. Any 2026 Innovative Farm Arrangement Application completed by the selected and approved Vendor is hereby incorporated into this Contract by reference and is made a part of this Contract as fully as if it had been set forth herein.

4. APPLICATION/AGREEMENT TO SELL

The Vendor must have completed in full and signed this Contract or be named in this Contract and have authorized another person to sign on his/her behalf and have paid all applicable rental fees by the deadline below before Vendor is allowed to sell any goods. Contracts must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 along with payment by March 27, 2026, if Vendor wants to participate in the April Market.

Innovative Farm Arrangement applications are due to the same office prior to selling. In the event a Vendor does not have a signed Contract on file by date set forth, it is in the discretion of the Market Specialist and/or Market Coordinator to determine the Vendor’s eligibility to sell. Points will not be awarded until the Vendor has submitted a signed Contract and a complete and approved application.

5. GIFT CERTIFICATE PROGRAM/SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM PARTICIPATION

Vendors with qualifying products (fruits and vegetables) are strongly encouraged to participate in the Farmers’ Market Gift Certificate Program/Supplemental Nutrition Assistance Program (GCP/SNAP) organized by the City. Basic information on the GCP/SNAP is included on pages 14 and 15 of the Farm Vendor Handbook with more detailed information in the GCP/SNAP Farmer/Food and Beverage Artisan Training Guide available from Market staff.

The primary vendor must indicate on the last page of this Contract whether or not he/she is participating in the (GCP/SNAP).

If the Vendor chooses to participate in the GCP/SNAP and is participating for the first time, Market staff will contact the Vendor to provide him/her with a GCP/SNAP Farmer/Food and Beverage Artisan Training

Guide and the City Vendor and EFT form to complete. Regardless, if the Vendor has participated in the GCP/SNAP in previous years and accepted EFT payment, further paperwork may be required. If the Vendor chooses to participate in the GCP/SNAP, the Vendor agrees to attend a training or read the GCP/SNAP Farmer/Food and Beverage Artisan Training Guide and abide by the rules established in the Training Guide. The Vendor understands he/she is responsible for Gift Certificates/Market Bucks from the time the Vendor receives them as payment until the time they are turned in for redemption.

6. CITY'S REMEDIES FOR BREACH; APPEAL

- a) Violation of any material provision of this Contract is a material breach and considered a default by the Vendor. Upon notice by the City to the Vendor of the occurrence of a breach or default, and the Vendor's failure to correct the breach within a reasonable period of time, if the Vendor is in the Market at the time, the Vendor agrees to remove personal equipment, clean the area, and vacate the Market premises. Failure to vacate may not only subject the Vendor to immediate termination of this Contract, but may also subject the Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass. If a breach or default is deemed not correctible and/or serious enough to merit immediate action, the Vendor may be subject to immediate termination of this Contract.
- b) If the City has reason to believe that a Vendor did not produce the goods he/she is selling at the Market, or that other conditions exist that may constitute a violation of this Contract or adversely impact the health or safety of Market patrons or City employees, the City reserves the right to conduct an investigation which may include an unannounced inspection at the Vendor's property. The undersigned Vendor hereby authorizes the City to conduct such investigation and inspection. The Vendor also agrees to provide the City such opportunities as the City deems necessary to view and obtain copies of the Vendor's records related to the goods sold at Market. If the City determines, after investigation, that there is a reasonable likelihood that the Vendor did not produce the goods he/she offered for sale at the Market or has otherwise violated this Contract, the City may, in its sole discretion, declare a material breach.
- c) Upon occurrence of a material breach of this Contract, the City reserves the right to declare this Contract terminated, by so stating in a written notice to the Vendor, and to retain, as liquidated damages and not as a penalty, any rental fees prepaid by the Vendor.
- d) The City has the right to make rules regarding the Market and determine whether Vendors are in compliance with its rules. Vendors who are dissatisfied with a City decision to terminate a contract may appeal it in writing to the Advisory Council within ten days of receipt of notice of the decision, and may appeal the Advisory Council's decision in writing to the Board of Park Commissioners within ten days of receipt of the Advisory Council decision. The decision of the Board of Park Commissioners is final.

7. LAW AND VENUE

This Agreement shall be interpreted and construed according to the laws of the State of Indiana and venue of any dispute shall be Monroe County Circuit Court, Indiana.

8. COVENANT NOT TO SUE

The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Agreement. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Agreement.

9. SEVERABILITY AND WAIVER

In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement.

Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

10. LIABILITY AND INDEMNIFICATION

The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. The Vendor is solely responsible for damages or personal injury resulting from the use of umbrellas and other weather protection devices. The Vendor hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Vendor's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.

11. NOTICES

Any notice required by this Agreement shall be made in writing to the addresses specified below:

Parks: Parks and Recreation Department
ATTN: Clarence Boone, Farmers' Market Coordinator
City of Bloomington, P.O. Box 100
Bloomington, IN 47402

Primary Vendor - Initial one: _____

Vendor chooses NOT to participate in the GCP/SNAP _____

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

[Signatures are on the following page.]

Signatures on this page are associated with the 2026 “2026 BLOOMINGTON COMMUNITY FARMERS’ MARKET FARM VENDOR CONTRACT.”

This Contract is effective upon signature by Vendors, Stand Assistants and the Corporation Counsel and is valid only for the 2026 Market Season, terminating at the close of the Market on November 28, 2026. Vendors should have each person who will be working their space during the market sign.

VENDOR SIGNATURES:

Vendor Name: _____

Vendor's Printed Name	Primary Vendor's Signature Market Registrant	Date
Vendor's Printed Name	Vendor's Signature Market Registrant	Date
Vendor's Printed Name	Vendor's Signature Market Registrant	Date
Vendor's Printed Name	Vendor's Signature Market Registrant	Date
Vendor's Printed Name	Vendor's Signature Market Registrant	Date
Vendor's Printed Name	Vendor's Signature Market Registrant	Date
Vendor's Printed Name	Vendor's Signature Market Registrant	Date
Vendor's Printed Name	Signature of parent or guardian if Vendor is age 18 or younger	Date

Stand Assistant's Printed Name	Stand Assistant's Signature	Date
Stand Assistant's Printed Name	Stand Assistant's Signature	Date
Stand Assistant's Printed Name	Stand Assistant's Signature	Date
Stand Assistant's Printed Name	Stand Assistant's Signature	Date
Stand Assistant's Printed Name	Stand Assistant's Signature	Date
	Signature of parent or guardian <i>(if Stand Assistant is age 18 or younger)</i>	Date

CITY OF BLOOMINGTON:

Margie Rice, Corporation Counsel	Date
Kathleen Mills President Board of Park Commissioners	Date
Tim Street, Parks Administrator	Date

2026 Bloomington Community Farmers' Market Contract
Value Added Foods Exhibit
(Exhibit A)

As additional consideration for the privilege to participate in the 2026 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Value Added Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2026 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Value Added Foods" are processed farm products made from raw ingredients in a licensed kitchen by the Vendor or, if required by law, at a processing facility containing a significant portion of Vendor-grown/raised/collected product, the specifics of which are detailed by category below (See Section III. 7.)
- II. Products from animals administered growth hormones, including but not limited to rBGH, may not be sold at Market.
- III. An initialed Value Added Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Value Added Foods at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and complies with all federal and state laws.
 2. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department (except for wine (see Section III. 7. E.)), without which the Contract and this Exhibit are not valid.
 3. The Vendor must prepare foods from scratch in a licensed facility (except meats (see Section III. 7. D.)).
 4. The Vendor must properly label goods for sale according to the regulatory body overseeing the Value Added Food items, including, but not limited to name of product, location of preparation, contents, net weight and date of processing.
 5. If the Vendor intends to prepare food at Market, the Vendor must obtain prior approval (based on the desirability of the food item and safety of setup) from the Market Manager.
 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling at Market.
 7. The Vendor must be in compliance with all applicable federal and state laws.
 8. Product meets the following additional requirements by type and category:

A. Standard Value Added Foods (products like salsas, relishes, ciders, jams, jellies, etc.)

- a. All product that can be reasonably Vendor-grown/raised/collected must be.
- b. The final product may contain up to 50% product by volume (excluding water) that is not Vendor-grown/raised/collected.

B. Manufactured Grade Dairy Products

- a. All animals from which the milk for dairy products sold at the Market is derived must be in the Vendor's immediate custody, care and control.
- b. The Vendor must process his or her own dairy products.
- c. The final product may contain up to 20% non-dairy product by volume (excluding water) that is not Vendor-grown/raised/collected.
- d. All dairy product sold at Market under this Value Added Foods Exhibit must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market.
- e. The Vendor must obtain and provide the City with a current copy of the Indiana State Board of Animal Health Dairy Division permit to operate as a manufactured grade milk and/or milk processor, prior to this Exhibit and the Contract being considered valid and prior to selling at Market.

C. Grade "A" Milk and/or Milk Products

- a. Some of the animals from which the milk for dairy products sold at the Market is derived must be in the Vendor's immediate custody, care and control.
- b. The Vendor must process his or her own dairy products.
- c. Any milk purchased for dairy products sold at Market must be sourced from Indiana dairies.
- d. The Vendor must produce at least as much milk from the Vendor's animals to equal the amount of liquid milk in dairy products sold at Market during the period of time the Vendor sells at Market.
- e. The Vendor must provide, prior to Vendor's Contract and this Exhibit being considered valid and for approval by the Market Manager, all sample documentation necessary regarding how records will be kept for on-farm milk production, liquid milk volume of dairy products sold at Market and if purchased milk is used for product sold at Market, sources of purchased milk by March 13, 2026.

- f. The Vendor must maintain records and provide documentation to the Market Manager by **August 7, 2026** and again by **December 11, 2026** regarding on-farm milk production, liquid milk volume of dairy products sold at Market and if purchased milk is used for product sold at Market, sources and volume of purchased milk.
- g. The Vendor utilizing milk from animals he/she did not raise must post a legible sign stating, “The milk in this dairy product is sourced from other Indiana dairies in addition to (name of farm’s) own milk.”
- h. The final product may contain up to 20% non-dairy product by volume (excluding water) that is not Vendor-grown/raised/collected.
- i. All dairy product sold at Market under this Value Added Foods Exhibit must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market.
- j. The Vendor must obtain and provide the City with a current copy of the Indiana State Board of Animal Health Dairy Division permit to operate as a Grade “A” milk and/or milk products processor, without which the Vendor’s Contract and this Exhibit are not valid.

D. Fresh/Frozen/Preserved Beef, Pork, Rabbit, Goat, Poultry, Lamb or Other Meats

- a. The Vendor must have grown, bred or raised all animals from which meat is sold at the Market.
- b. All animals must have been in the Vendor’s immediate custody, care and control for at least 50% of the live weight or for twelve months at slaughter.
- c. Only product that has been prepared in a licensed, state-inspected facility may be sold at the Market. Preparation includes slaughter, packaging, labeling and preserving. The product must have a “safe food handling” label on the package and be sold in the unaltered package it was placed in at the processing facility. Processing plant receipts may be requested for verification of producership.
- d. The final product may contain up to 20% product by volume (excluding water) that is not vendor-grown/raised/collected.
- e. The Vendor must maintain the product continuously in frozen/preserved condition or, if product is fresh, maintain continuously at a temperature of 41 degrees Fahrenheit or less, from the time it leaves the processing facility until it is sold at the Market.

- f. Poultry and rabbit slaughtered on farm and frozen may be sold under Home Based Vendor Foods Exhibit provided Vendor is in compliance with all terms outlined in said Exhibit.

E. Wine

- a. The vendor must raise all fruit used in producing the wine.
- b. Only closed container sales are permitted, no sampling or sales by the glass.
- c. The Vendor must abide by all state and federal alcohol sales rules, including no sales to minors.
- d. The Vendor must obtain and provide the City with a current copy of the Indiana Farm Winery license, without which the Vendor's Contract and this Exhibit are not valid.

IV. The Vendor may be required to submit recipes for the Value Added Foods to the Market Manager for verification that they meet the specified requirements.

V. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and the Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Value Added Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.

VI. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

VII. This Exhibit is effective upon signature of the contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2026 Market Season, terminating at the close of the Market on November 28, 2026.

List all products intended to be sold under this Value Added Foods Exhibit:

If selling Standard Value Added Foods, list name and location of licensed kitchen:

If selling Manufactured Grade or Grade "A" Milk Products, list name and location of processing facility if different from the primary vendor's address:

If selling Meat, list name and location of processor:

Attach copies of all appropriate paperwork.

Manufactured Grade Milk and/or Milk Products Processor Permit.

- Grade "A" Milk and/or Milk Products Processor Permit.
- Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
- Indiana State Department of Health Wholesale Certificate of Registration
- Indiana Farm Wineries license from the Indiana Alcohol and Tobacco Commission.
- Additional Attachments - Please Specify _____

Primary Vendor's Printed Name

2026 Bloomington Community Farmers' Market Contract
Pet Foods Exhibit
(Exhibit B)

As additional consideration for the privilege to participate in the 2026 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Pet Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2026 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I.** "Pet Foods" means products that contain at least 90% vendor-grown/raised/collected product and are processed or prepared by the Vendor from the original condition.
- II.** The Vendor must have grown/raised all animals from which pet food products are obtained. Products from animals administered growth hormones, including but not limited to RBGH, may not be sold at the Market.
- III.** A signed Pet Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell pet food at the Market as long as the following requirements are met:
 - 1.** Product meets the terms outlined in the Contract.
 - 2.** Vendor obtains and retains, during the term of this Contract and Exhibit, an Indiana Commercial Feed License from the State Chemist (<http://www.isco.purdue.edu>) in compliance with Ind. Code 15-19-7, the Indiana Commercial Feed Law, a copy of which is attached hereto and incorporated herein by reference, and without which the Vendor's Contract with the City and this Exhibit are not valid.
 - 3.** Product must be labeled with a label approved by the State Chemist in compliance with Indiana Code 15-19-7-26 and 27, and include but not limited to the following information: species of pet for which the food is intended, net weight, guaranteed analysis, ingredient statement, moisture content and name and address of manufacturer. A sample copy of which is attached to this Exhibit and incorporated herein by reference and without which the Vendor's Contract with the City and this Exhibit are not valid.
 - 4. If the Vendor intends to sell dairy products as pet foods, the following additional requirements must be met:**
 - A.** The Vendor must have grown, bred or raised all animals from which dairy products are sold at the Market.
 - B.** All animals must have been in the Vendor's immediate custody, care and control.
 - C.** The Vendor must process his or her own dairy products.
 - D.** The Vendor must prominently include on the label "Not Intended for Human Consumption."
 - 5. If the Vendor intends to sell frozen or preserved beef, bison, elk, goat, lamb, pork, poultry, rabbit or other meats at the Market as pet foods, the Vendor must comply with the above-stated standards and initial each page of the Value Added Foods Exhibit and meet all the criteria laid out therein.**
- IV.** The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Pet Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- V.** The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or

compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

VI. This Exhibit is effective upon signature of the Contract by the Vendor and City Representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2026 Market Season, terminating at the close of the Market on November 28, 2026.

Please attach copies of all appropriate paperwork.

- Indiana Commercial Feed License.
- Sample of Labels.
- Additional Attachments - Please Specify _____

Primary Vendor's Printed Name

2026 Bloomington Community Farmers' Market Contract
Home Based Vendor Foods Exhibit
(Exhibit C)

As additional consideration for the privilege to participate in the 2026 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Home Based Vendor Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2026 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I.** "Home Based Vendor Foods" means non-potentially hazardous food products and frozen poultry and rabbit slaughtered on the farm that contain 100% vendor-grown/raised/collected product (except in the case of jams and jellies - see Section III. 2.) and fermented food (see Section III. 9.d.) and are processed or prepared by the Vendor at his/her primary residence, or on property owned or leased by the vendor.
- II.** Vendor selling Home Based Vendor Foods is responsible for ensuring all products are "non-potentially hazardous food" and may be required to have an analysis completed to determine if a product in question is indeed a "non-potentially hazardous food" and provide a written report of said analysis.
- III.** The following products are permitted for sale at the Market as Home Based Vendor Foods:
 1. Frozen/dehydrated fruits, vegetables, cultivated mushrooms and herbs
 2. Jams and jellies, canned or frozen, made from acidic fruits (sweeteners and gelling compounds may be added)
 3. Maple syrup
 4. Honey
 5. Sorghum
 6. Ground grains
 7. Vinegar
 8. Spices
 9. Fermented Foods, as long as the following requirements are met:
 - a. Vendor must use an appropriate percentage salt brine for the produce being fermented.
 - b. No acid may be added.
 - c. Product may not be hermetically sealed.
 - d. 95% of product must be vendor raised.
 10. Frozen Poultry, as long as the following requirements are met:
 - a. Vendor slaughters not more than 1,000 poultry during the calendar year.
 - b. Such poultry producer does not engage in buying or selling poultry products other than those produced from poultry raised on his own farm; and
 - c. None of such poultry moves in commerce outside Indiana (it all remains in Indiana after slaughter).
 11. Frozen Rabbit

IV. A signed Home Based Vendor Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Home Based Vendor Foods at the Market as long as the following requirements are met:

1. Product meets the terms outlined in the Contract, and all applicable federal and state laws, including but not limited to Indiana Code 16-42.
2. Pursuant to a new law that affects Home Based Vendors, Indiana House Bill 1149 was passed and took effect July 1, 2022. As a part of this new legislation, all HBVs are now required to take a recognized food safety training and ***must provide a copy of the certificate to the local health department in the county where the HBVs residence is located.*** One of these recognized trainings is the ServSafe Food Handler course offered by the National Restaurant Association. Historically, the certification costs between \$7 and \$15 plus the time to take a couple-hour course online. The certificate is good for 3 years depending on where it is completed.
3. All processing and packaging must be done by the Vendor in compliance with Indiana Code 16-42-5-29(b) and pursuant to Indiana Code 16-42-5-29(b) (5) have proper labeling (or sign visibly displayed on table in the case of frozen or dehydrated produce), including the following:
 - A. The name and address of the producer of the food product.
 - B. The common or usual name of the food product.
 - C. The ingredients of the food product, in descending order by predominance of weight.
 - D. The net weight and volume of food product.
 - E. The date on which the food product was processed.
 - F. The following statement in at least 10 point type: "This product is home produced and processed and the production area has not been inspected by the State Department of Health." It is permissible for this statement to be displayed on the table next to any Home Based Vendor Foods.

V. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Home Based Vendor Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.

VI. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

VII. This Exhibit is effective upon signature of the Contract by the Vendor and City Representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2026 Market Season, terminating at the close of the Market on November 28, 2026.

List all products intended to be sold under this Home Based Vendor Foods Exhibit:

Primary Vendor's Printed Name

2026 Bloomington Community Farmers' Market Contract
Aquaculture Foods Exhibit
(Exhibit D)

As additional consideration for the privilege to participate in the 2026 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Aquaculture Foods Exhibit ("Exhibit"), which is made part of and incorporated into the **2026** Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I.** "Aquaculture Foods" means aquaculture farm products grown/raised by the Vendor for a minimum of eighty (80) days.
- II.** The following products are permitted for sale at the Market as aquaculture foods: fish and shrimp.
- III.** An initialed Aquaculture Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Aquaculture Foods at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and is in compliance with all applicable federal and state laws.
 2. Only aquaculture foods that are raised in a state approved facility are permitted for sale.
 3. Aquaculture foods must be sold unprocessed, fresh and kept at 41 degrees Fahrenheit or below from the time it is harvested until the time they are sold or processed in a licensed kitchen and sold fresh and kept at 41 degrees Fahrenheit or sold frozen.
 4. No water and/or ice that comes into contact with aquaculture foods may be deposited or allowed to drain on Market premises.
 5. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department, which must be attached to this Exhibit, and which are incorporated to this Exhibit by reference, and without which the Exhibit and Contract are not valid.
 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling his/her product at Market.
 7. The Vendor must properly label goods for sale according to the regulatory body overseeing the aquaculture foods, including, but not limited to: name of producer, address of producer, phone number or email of producer, net weight and date of harvest.
- IV.** The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Aquaculture Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- V.** The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

VI. This Exhibit is effective upon signature of the Contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 20252026 Market Season, terminating at the close of the Market on November 29, 20252026.

List all products intended to be sold under this Aquaculture Foods Exhibit:

If selling processed fish or shrimp, list name and location of processing facility:

Attach copies of all appropriate paperwork.

- Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
- Additional Attachments –
Please Specify _____

Primary Vendor's Printed Name

2026 Bloomington Community Farmers' Market Contract
Shell Egg (Not from Chickens) Exhibit
(Exhibit E)

As additional consideration for the privilege to participate in the 2026 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Shell Egg (Not from Chickens) Exhibit ("Exhibit"), which is made part of and incorporated into the **2026** Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. An initialed Shell Egg Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell shell eggs (not from chickens) at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and complies with all federal and state laws.
 2. All animals from which the shell eggs are derived must be in the Vendor's immediate custody, care and control.
 3. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
 4. The Vendor must maintain shell eggs at 41 degrees Fahrenheit or less.
 5. Used egg cartons may only be used if relabeled with Vendor's name, address, pack date and expiration date.
 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling at Market.
 7. The Vendor must be in compliance with all applicable federal and state laws.
- II. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and the Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Shell Eggs pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- III. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or

compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

IV. This Exhibit is effective upon signature of the contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2026 Market Season, terminating at the close of the Market on November 28, 2026.

List type of animal from which the shell egg is derived:

Attach copies of all appropriate paperwork.

- Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.

- Additional Attachments - Please Specify_____

Primary Vendor's Printed Name



STAFF REPORT

A11

Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: **Board of Park Commissioners**
FROM: **Crystal Ritter, Community Events Coordinator**
DATE: **February 19, 2026**
SUBJECT: **A Fair of the Arts Exhibitor Agreement Template**
Recommendation

Staff recommends the approval of the A Fair of the Arts Exhibitor Template Agreement and Exhibitor Information for the 2026 A Fair of the Arts season to be held May through October on Fernandez Plaza outside of Bloomington's City Hall.

Exhibitor booth fees will be \$60.00 per booth space per fair. Booth fees to be deposited in account line 2204-18-186500-43270.

Background

This is a template agreement between the participating artist and the City of Bloomington Parks and Recreation Department detailing the expectations and policies for both parties during the duration of the A Fair of the Arts season. A Fair of the Arts is an arts and fine craft fair that will be held in conjunction with the Bloomington Community Farmers' Market on the second Saturday of each month, May through October. Changes for 2026 include changes to the "Works Permitted for Exhibition" section to add language about restricting the sale Artificial Intelligence (AI) generated artwork or Large Language Models (LLMs).

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Crystal Ritter".

Crystal Ritter, Community Events Coordinator

City of Bloomington Parks and Recreation A Fair of the Arts 2026

EXHIBITOR AGREEMENT

In consideration of the privilege to participate in A Fair of the Arts (“Fair”) for 2026, the City of Bloomington (“City”), and the undersigned exhibitor(s) (“Exhibitor”), agree to the following, and to the accompanying Fair Information, which is attached to and incorporated into this Agreement by reference as Appendix A.

1. ADMINISTRATION

The Fair is administered by the Parks and Recreation Department of the City of Bloomington following this Agreement. The City sets fees and determines Fair policies. The Fair On-Site Supervisor oversees the Fair and has the authority to assign exhibiting space, settle disputes, and disqualify exhibitors for violations of regulations.

2. ELIGIBILITY OF EXHIBITORS

“Exhibitor” is a person whose works of art or whose crafts have been accepted by the Fair Jury for exhibition and sale at the Fair pursuant to this Agreement, or the immediate family of such person, as defined in this Agreement, and who has signed this Agreement.

“Immediate family” is defined in this Agreement to be a parent, child, spouse, or domestic partner of a person whose works of art or crafts have been accepted by the Fair Jury for exhibition and sale at the Fair pursuant to this Agreement.

Only individuals who are named as Exhibitors in this Agreement may exhibit and sell at the Fair in your booth space. An Exhibitor may exhibit and sell only works which the Exhibitor or the Exhibitor’s immediate family has produced in accordance with the guidelines outlined in this Agreement.

The Exhibitor agrees to abide by all applicable federal, state, and local laws and ordinances, and agrees that any violation by the Exhibitor of such a law or ordinance may be deemed by the City to be a material breach of this Agreement.

3. WORKS PERMITTED FOR EXHIBITION AND SALE

All works must be approved by the Fair Jury before exhibition and sale. All works must be original and handmade by the Exhibitor. Significant alteration of commercial components in any work is required. Works must be safe, be a durable good (not consumable), and exhibit quality of craftsmanship. In works made from or including dried flowers and/or herbs, the flowers and/or herbs must be grown by the Exhibitor. If you are applying to two or more categories, please submit an application for each medium.

Unacceptable work includes: work made from kits, work made from molds not made by the Exhibitor, work made by someone other than the Exhibitor (including commercially made products, imports, and products bought for resale), and any work that could be considered drug

paraphernalia, art work produced using Artificial Intelligence (AI) or Large Language Models (LLM) (this includes LLM-generated models for 3D printers).

Reproductions of the artist's own original work are the only reproductions allowed.

Clothing items must be sewn and/or designed by the artist. Please see additional guidelines regarding clothing outlined below.

- T-shirts, sweatshirts, hats, and other commercially manufactured clothes must include a screenprinted or block printed element designed by the exhibitor to be displayed.
- No manufactured seams allowed in clothing blanks and upcycled clothing, including ties, pillow covers, etc. Scarves made from scarf blanks are limited to 20% of the booth.
- Manufactured belt buckles sold separately from the belts are not permitted for sale.

The City reserves the right to verify that works exhibited meet the above criteria. The Exhibitor must display legible price markers for works offered for sale. All prints must be signed and numbered. Any reproductions must be identified, and the word 'print' must be prominent.

4. REGISTRATION TO EXHIBIT AND SELL

The Exhibitor must have signed this Agreement or be named in this Agreement or have authorized another person to sign on his behalf and have paid all applicable fees before exhibiting or selling any works. Agreements must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 (mailing address: P.O. Box 848, Bloomington, Indiana 47402) by the deadlines set forth in the Fair Information, Appendix A.

5. CANCELLATION AND NO SHOWS

Any Exhibitor who cancels must notify the City in writing. Cancellations received in writing at least fourteen (14) days before the Fair will receive a refund, less a \$15.00 administrative fee. Cancellations received with less than fourteen (14) days before the Fair will not receive a refund. An Exhibitor's absence without prior notification will be taken into consideration when determining entrance into future fairs. There is no guaranteed indoor rain location for Saturday art fairs. Each Exhibitor is responsible for providing his/her own protection from the elements for work and display of materials. There will be no refund of fees because of undesirable weather.

6. APPROVED WAITLIST EXHIBITORS

Exhibitors whose applications are submitted by the original due date and are selected to participate in at least one Fair will be considered "APPROVED WAITLIST EXHIBITORS." On Fair dates in which Approved Waitlist Exhibitors are not scheduled to participate, Approved Waitlist Exhibitors will be accepted on a first-come, first-served basis in the event that a confirmed Exhibitor is not at the Fair by 7:00 a.m.

Approved Waitlist Exhibitors must check in with the Fair On-Site Supervisor immediately upon arriving at the Fair and then wait for further instruction. Approved Waitlist Exhibitors may arrive

anytime between 6:45 a.m. and 7:45 a.m. on Saturdays (7:45 a.m. and 8:45 a.m. in October), and are not guaranteed a spot at the Fair. If a spot should become available, payment of the Sixty Dollars (\$60.00) booth space rental fee is due immediately, before the Exhibitor will be allowed to set up their booth.

7. EQUIPMENT AND SUPPLIES

The City will provide each Exhibitor one (1) 10' x 10' booth space. Each Exhibitor must supply the Exhibitor's own tables, chairs, and other display equipment. Exhibitors may also bring a tent and four (4) proper tent weights. Tents are supplied by the Exhibitor, who is solely responsible for damages or personal injury resulting from the use thereof. All tents must be weighted with four (4) proper tent weights. Electricity is not available. Generators are not permitted.

9. PROPERTY MAINTENANCE AND UTILIZATION

Fair hours are 8:00 a.m. until 12:30 p.m. (9:00 a.m. until 12:30 p.m. in October) for the Saturday fairs. **The Exhibitor must have the display set-up completed and be ready to sell by 7:00 a.m. (8:00 a.m. in October) for the Saturday fairs, or attendance points will not be counted, and rights to guaranteed booth space will be forfeited. The Exhibitor may not begin to tear down his/her display until 12:30 p.m. on.** The Exhibitor must vacate the premises by 2:30 p.m. on Saturdays and remove all personal items and equipment. Exhibitors must clean litter and debris before leaving or be subject to a garbage removal fee of One Hundred Dollars (\$100.00).

10. CITY'S REMEDIES FOR BREACH

Violation of any material provision of this Agreement is a material breach and default by the Exhibitor. Upon notice by the City to the Exhibitor of the occurrence of a breach or default during Fair hours, and the Exhibitor's failure to correct the breach within a reasonable time, the Exhibitor agrees to remove personal equipment, clean the area, and vacate the Fair premises. Failure to vacate may subject the Exhibitor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass. Upon occurrence of a material breach of this Agreement, the City reserves the right to declare this Agreement terminated by so stating in a written notice to the Exhibitor and to retain, as liquidated damages and not as a penalty, any fees prepaid by the Exhibitor. The City may also, in its sole discretion, determine that it will not contract with some or all of the individuals listed as Exhibitors in this Agreement to sell at the Fair in future seasons.

11. COVENANT NOT TO SUE

The Exhibitor will not institute any action or suit at law or in equity against the City or the City's agents or employees as a result of operations under this Agreement. The Exhibitor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss, or injury to person or property as a result of operation under this Agreement.

12. TERMINATION

The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify the Artist Exhibitor of any such termination and the reasons therefore in writing.

13. INDEMNIFICATION

The Exhibitor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the City of Bloomington, Indiana, its employees, agents, and officers, and the members of the Fair Steering Committee and Fair Jury, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities, and expenses, including reasonable attorney fees and court costs, which may occur as a result of the Exhibitor's participation in the Fair, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents, or officers, or the Fair Steering Committee or the Fair Jury.

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

[Signatures are on the following page.]

Signatures on this page are associated with the 2026 “City of Bloomington Parks and Recreation A Fair of the Arts 2026 EXHIBITOR AGREEMENT”

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

(Additional Exhibitors)

Print mailing address(es): _____

Exhibitors' phone number(s) _____

This Agreement is effective when both the Exhibitor and the Administrator of the Bloomington Parks & Recreation Department have signed and dated it.

Primary Exhibitor's Signature _____ Date _____
Fair Registrant

Additional Exhibitor's Signature _____ Date _____
Fair Registrant

Additional Exhibitor's Signature _____ Date _____

Additional Exhibitor's Signature _____ Date _____

Tim Street, Director, Parks & Recreation Department _____ Date _____

Margie Rice, Corporation Counsel _____ Date _____

Kathleen Mills, President, Board of Park Commissioners _____ Date _____

The above-signed Primary Exhibitor gives the City permission to release my name, address, and phone number to customers interested in contacting you for information and/or special orders.

Yes _____ No _____

****(SEND SIGNATURES PAGES OF THE AGREEMENT BACK TO CRYSTAL RITTER ALONG WITH PAYMENT. BOOTH SPACE WILL NOT BE SECURED UNTIL THE SIGNED AGREEMENT AND FULL PAYMENT HAVE BEEN RECEIVED.)***

EXHIBIT "A"

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

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

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

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

Signature

Printed name

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR DOES NOT HAVE EMPLOYEES**

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

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

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

Signature

Printed name



STAFF REPORT

A12

Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: **Board of Park Commissioners**
FROM: **Crystal Ritter, Community Events Coordinator**
DATE: **February 19, 2026**
SUBJECT: **Performance and Entertainment Agreement Template**

Recommendation

Staff recommends the approval of the 2026 Performance and Entertainment Template Agreement.

Artists and entertainers are paid at varying rates. Artists and entertainers will be paid out of the following accounts: 2211-18-186506-53990, 2204-18-186500-53990, or 2211-18-186500-53990.

Background

For the past 40 + years, the Bloomington Parks and Recreation Department has brought free concerts to our community parks through the Performing Arts Series. This year, we are excited to continue offering live performances at Hopewell Commons. This agreement is used for the booking of performers, entertainers, and /or entertainment companies for the Bloomington Parks and Recreation-sponsored events, the Performing Arts Series, and for community events and programs. No significant changes have been made to this agreement. Dates have been updated for 2026.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "CR" followed by a cursive name.

Crystal Ritter, Community Events Coordinator

2026 CITY OF BLOOMINGTON PARKS AND RECREATION PERFORMANCE
AND ENTERTAINMENT AGREEMENT

This Agreement, entered into on the last date indicated on the signature lines below, by and between _____, ("Artist/Entertainer") and the City of Bloomington Parks and Recreation Department ("City") WITNESSETH:

WHEREAS, the City operates an Outdoor Performance Series and City Events in various locations in Bloomington; and

WHEREAS, the Artist/Entertainer wishes to perform in the City's series and/or City's Event.

NOW, THEREFORE, the City hereby engages the Artist/Entertainer to perform or provide entertainment ("Performance"), and the Artist/Entertainer hereby agrees to perform or provide entertainment in the Outdoor Performance Series and/or City Event upon the terms and conditions contained in this Agreement, as follows:

1. **Payment: Weather-Related Cancellation.** The City agrees to pay to the Artist/Entertainer an honorarium in the amount of \$ _____.00 Dollars for the Performance. The Artist/Entertainer agrees to provide the City with appropriate information to enroll the Artist/Entertainer in the City's payment system, as well as provide an invoice to the City for the contract amount. Payment should be made to _____ (Name of Payee).

If the Performance or Event is terminated early due to weather conditions, the Artist/Entertainer will receive full payment if more than one-half of the show/event has been completed. If the Performance or Event is terminated early due to weather before one-half of the show/event being completed, or before commencement of the show/event, then the Artist and the City agree to reschedule the Performance or Event at a mutually agreeable time. The Artist will not receive any payment for performing on the date of the canceled show.

2. **Time and Place of Performance.** The Artist/Entertainer agrees to the following:

Performance or Event Day:

Performance or Event Date:

Performance or Event Location:

Arrival Time:

Rehearsal/Set-up Time:

Performance/Event Time:

Length of Performance/Event:

Artist/Entertainer Reports To:

3. **Members of Artist/Entertainer: Authority.** "Artist/Entertainer," as used in this Agreement, includes each person who performs and/or provides services under this Agreement. The person signing this Agreement on behalf of the Artist/Entertainer hereby represents that he or she has full authority to bind the Artist/Entertainer to the terms of this Agreement and that the City is entitled to rely upon the representations and authority made by the person signing this Agreement on behalf of the Artist/Entertainer.

The names, addresses and phone numbers of persons intending to perform and/or provide services under this Agreement, including any opening, guest performers, and artists are:

The Artist/Entertainer shall inform the City's representative at the time of the Performance and /or Event of any changes to the list of performers/artists.

4. Independent Contractor; Control of Performance. During the term of this Agreement, the Artist/Entertainer shall be an independent contractor, and not an employee of the City. City shall not withhold any federal or state income taxes, social security, or any other federal or state payments. The Artist/Entertainer shall have exclusive control over the means, method and details of fulfilling the Artist's/Entertainer's obligation under this Agreement, except for performance time, date, and minimum and maximum length of the Performance/Event.
5. Indemnification. The Artist/Entertainer shall defend, indemnify and hold harmless the City, the City of Bloomington Board of Park Commissioners, and their employees, agents and officers from any and all claims, damages, costs, attorney fees, and other liability arising out of this Agreement, even if arising from the negligence of releasees, or caused by the reckless, negligent or intentional actions or omissions of the Artist during the performance of, and in connection with, this Agreement, including any claim for infringement of copyright, patent right or other property right.
6. General. 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, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article, is expressly prohibited without a Special Use Permit and/or Noise Permit.

7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable municipal ordinances or codes of the City and of Monroe County. Suit, if any, shall be brought in Monroe County, Indiana.
8. State Immigration Law Requirements. Ind. Code 22-5-1.7-11(a) requires the City to obtain the following from business entities that have employees before it enters into a contract for services 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, provided in Appendix A, affirming that the business entity does not currently knowingly employ an immigrant who is not authorized to work in the U.S.
9. Copyright. In performing/providing artistic services under this Agreement, the Artist/Entertainer shall not infringe upon the copyright, patent right, or other property right of anyone else.

10. Sale of Merchandise. At and immediately following the Performance/Event, the Artist/Entertainer may sell merchandise related to or promoting the Artist/Entertainer, such as CDs, records, art, and T-shirts, on the condition that five percent (5%) of the gross sales proceeds from the Performance/Event is paid to the City. Payment is due within thirty (30) days of the Performance/Event date. The Artist/Entertainer shall be responsible for collection and payment of all sales tax and other taxes due upon the proceeds. The Artist/Entertainer shall keep accurate records of all sales proceeds, and shall provide copies of its sales records for the Performance/Event to the City upon request. The City reserves the right to disapprove particular items of merchandise that it determines are not sufficiently related to the Artist/Entertainer.

11. Termination. The parties understand that Parks may terminate the agreement in its sole discretion due to contingencies beyond their control, including the ongoing COVID-19 pandemic. The Parties agree that Parks will not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against. In the event that the occurrence of a Force Majeure Event delays or prevents the performance of this Agreement, Parks shall notify the artist/entertainer of any such termination and the reasons therefore in writing.

Contact -- City:

Crystal Ritter/ Other City Contact
PO Box 848
Bloomington, IN 47402
ritterc@bloomington.in.gov/
812-349-3725

Contact – Artist/Entertainer:

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

[Signatures are on the following page.]

**Signatures on this page are associated with the “2026 CITY OF
BLOOMINGTON PARKS AND RECREATION PERFORMANCE
AND ENTERTAINMENT AGREEMENT.”**

ARTIST/ENTERTAINER:

CITY OF BLOOMINGTON

Signature

Margie Rice, Corporation Counsel DATE

Name

Tim Street, Parks Administrator DATE

Date

EXHIBIT "A"

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

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

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

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

Signature

Printed name

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR DOES NOT HAVE EMPLOYEES**

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

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

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

Signature

Printed name



STAFF REPORT

A13

Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: **Board of Park Commissioners**
FROM: **Heidi Shoemaker, Natural Resources Coordinator**
DATE: **February 19, 2026**
SUBJECT: **Partnership with USFWS for Pollinator Workshop**

Recommendation

Staff recommends approval of this continued partnership with USFWS to host a two-day Pollinator Partnership workshop at Switchyard Park. There is no exchange of funds.

Background

The goal of this project is to jointly host a two-day pollinator habitat workshop at Switchyard Park in May 2026. The workshop is an extended version of the jointly-hosted workshops that took place at Rogers Family Park in June 2025. After the success of the 2025 workshops, US Fish and Wildlife staff requested we partner again to provide a two-day option that will cover the information on how to create and restore pollinator habitat provided in 2025 and provide more opportunity to educate the public on maintenance techniques. The workshops will be held on Saturday, May 2 and Saturday, May 16 and are offered free of charge to the public.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Heidi Shoemaker". To the right of the signature is a large, empty, oval-shaped box, likely a placeholder for a printed name or title.

Heidi Shoemaker, Natural Resources Coordinator



**2026 PARTNERSHIP AGREEMENT
WITH
US FISH AND WILDLIFE SERVICE
FOR POLLINATOR HABITAT WORKSHOP**

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 Switchyard 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; and

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

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 a two-day pollinator habitat workshop at Switchyard Park in May 2026. The workshop is an extended version of the jointly-hosted workshops that took place at Rogers Family Park in June 2025. After the success of the 2025 workshops, US Fish and Wildlife staff requested we partner again to provide a two-day option that will cover the information on how to create and restore pollinator habitat provided in 2025 and provide more opportunity to educate the public on maintenance techniques. The workshops will be held on Saturday, May 2 and Saturday, May 16 and are offered free of charge to the public.

2. Duration of Agreement

This Agreement commences March 31, 2026 and expires June 30, 2026 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 a free, 2-day education event. The events, held at Switchyard Park on Saturday, May 2 and Saturday, May 16, 2026 from 8:30-10:45 a.m., will

promote pollinator habitat awareness and share all the steps that go into restoring and maintaining 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, BPRD Program Guide, etc.
- 3.3. Provide outdoor venue spaces at Switchyard Park.
- 3.4. Provide at least 3 staff to assist with the event.
- 3.5. Assist with participant registration prior to the event and check in participants.
- 3.6. Manage participant safety.

4. US Fish and Wildlife Service

USFWS aims to partner with BPRD to host a free, 2-day education event. The events, held at Switchyard Park on Saturday, May 2 and Saturday, May 16, 2026 from 8:30-10:45 a.m., will promote pollinator habitat awareness and share all the steps that go into restoring and maintaining pollinator habitat.

USFWS agrees to:

- 4.1. Communicate frequently with Heidi Shoemaker, Natural Resources Coordinator, 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 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..
- 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. 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:

Bloomington Parks and Recreation Department and USFWS shall furnish each other with a certificate of insurance upon execution of this Partnership Agreement. Each party will maintain comprehensive commercial 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

Heidi Shoemaker, NR Coordinator
812-349-3759
Heidi.shoemaker@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 June 30, 2026, 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.

9. 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.

10. 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 “A”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.

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

**CITY OF BLOOMINGTON
PARKS AND RECREATION**

Tim Street, Director

DATE

US FISH AND WILDLIFE SERVICE

Brent Sodergren,
USFWS State Coordinator

DATE

Kathleen Mills, President
Board of Park Commissioners

DATE

EXHIBIT “A”

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

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

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

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

Signature

Printed name



STAFF REPORT

A14 Agenda item

Admin. Approval: TS
Date: 2/12/26

TO: Board of Park Commissioners
FROM: Cody Martin, Sports/Facility Coordinator
DATE: February 19, 2026
SUBJECT: 2026 Twin Lakes Sports Park Concessions Agreement

Recommendation

Staff recommends the review/approval of the 2026 Twin Lakes Sports Park concessions agreement during the upcoming season. Total revenue amounts to \$2,500 from rental fees at Twin Lakes Sports Park.

Background

We have worked with Alicia Graves for concessionaire duties at Twin Lakes Sports Park for the past two seasons and wish to continue our relationship for the 2026 season.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Cody Martin".

Cody Martin, Sports/Facility Coordinator



**AGREEMENT
FOR
FOOD AND BEVERAGE CONCESSIONS
TWIN LAKES SPORTS PARK**

This Agreement, entered into this _____ day of _____, 2026, by and between the City of Bloomington Parks and Recreation Department through its Board of Parks Commissioners (hereinafter, "Parks") and Alicia Graves (hereinafter, "Concessionaire"),

WITNESSETH:

WHEREAS, Parks owns and operates Twin Lakes Sports Park (the "Complex") at 2350 West Bloomfield Road, Bloomington, Indiana; and

WHEREAS, the Complex contains space and equipment for a food and beverage concession with ice machine; and

WHEREAS, Concessionaire wishes to operate this concession; and

WHEREAS, Concessionaire has a history of operating an inclusive program that serves the needs of the Bloomington community; and

WHEREAS, Concessionaire has a good record of cooperation with Parks.

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

A. TERM OF AGREEMENT

The term of this Agreement shall begin on March 1, 2026 and end on December 31, 2026.

B. CONCESSIONAIRE'S RESPONSIBILITIES

1. Concession Fee

Concessionaire shall pay Parks a concession fee of Two Thousand Five Hundred Dollars (\$2,500). Such fee shall be paid in two installments of One Thousand Two Hundred Fifty Dollars (\$1,250) on or before July 1, 2026, and on or before September 1, 2026.

2. Concession Menu and Pricing

- a. Concessionaire shall furnish Parks a listing of the complete menu and prices of items to be sold at the concession location by April 1, 2026. Such menu and pricing is subject to the approval of the Parks Administrator. Based on the supply and demand of products throughout the season, the concessionaire may purchase and sell different products based on market availability.
- b. Soda and Sport drink vending machines are permitted at current level except at such times as Parks may designate, when their availability would conflict with other Parks commitments. Parks will inform Concessionaire of any times beyond those listed in Section C.1. herein when the vending machines must be made inoperable by Concessionaire for the duration of such events.

3. Maintenance of Concession Area

Concessionaire shall keep the serving facility and storage areas, and floors thereof, clean at all times and in such condition that it will pass all public health inspections. Concessionaire shall maintain this area in compliance with all relevant Parks rules and regulations. Bagged and loose trash shall not be placed at

ground level or in the immediate area of doorways. It shall instead be placed in or on top of trash receptacles.

4. Equipment Upkeep

- a. Concessionaire and its employees shall use reasonable care in the operation of the concession equipment provided by Parks, and shall not subject such equipment to abuse or unreasonable wear and tear. Concessionaire shall promptly notify Parks of any damage to, or malfunction of, the equipment. Concessionaire shall not make any improvements or repairs to the facility without approval from Parks.
- b. Concessionaire can operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state, and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

5. Insurance

Concessionaire shall maintain commercial general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured. Concessionaire shall also maintain Workers' Compensation Insurance as required by Indiana Code 22-3-2 et seq. Concessionaire shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. Concessionaire and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

6. Employees

- a. Concessionaire shall employ all personnel necessary (employees may be contractual employees) for the operation of the food and beverage concession, and shall pay all necessary wages and payroll tax for such employees. Concession attendants must be a minimum of fifteen (15) years of age. Concessionaire shall designate supervisors. Designation of supervisors is subject to the approval of the Parks Administrator.
- b. All attendants and supervisors must secure any necessary documents and examinations required by any and all public health agencies. Concessionaire must verify that these necessary documents and examinations have been secured.
- c. Concessionaire shall take and successfully complete any trainings and certifications as required by the Monroe County Health Department. Concessionaire shall provide proof of successful completion to Parks by April 1, 2026.

7. Recordkeeping

- a. Concessionaire shall designate a treasurer who will keep and maintain books, records and accounts accurately reflecting the expenditure and revenues of the concession. These documents shall be open to inspection at all reasonable times by authorized agents of Parks or the City of Bloomington Controller's Office, such authorization to be given by the Parks Administrator.
- b. Concessionaire shall provide Parks with an annual statement of all financial records pertaining to operation of the concession facilities during the 2026 season.

8. Safety

- a. Concessionaire shall be responsible for implementing reasonable safety measures at the concession, and shall ensure that concession attendants are familiar with and comply with such measures.
- b. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
- c. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or

admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

9. Rules and Regulations

Concessionaire shall abide by all rules and regulations of Parks now in effect, and any rules and regulations which are passed during the term of this Agreement. Concessionaire shall also comply with all local, state and federal laws, including health codes, regarding the operation of the concession and the employment of all personnel.

C. RESPONSIBILITIES OF PARKS

1. Use of Property

- a. Parks shall grant permission for Concessionaire to use a designated area at the Complex for the operation of the food and beverage concession. Game night access will be one hour before game times.
- b. During the term of this agreement, any non-Concessionaire concessions operations must be approved by Parks.

2. Use of Equipment

Parks shall grant permission to Concessionaire to operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

3. Electricity

Parks shall provide all necessary electricity for operation of the concession.

4. Maintenance

- a. Parks shall perform all general maintenance of the Complex and its facilities. This shall not relieve Concessionaire of the responsibility to maintain the concession area, as outlined in Article B, Section 3.
- b. Upon notification by the Concessionaire, Parks shall repair or replace defective equipment owned by Parks within a reasonable period of time. The decision whether to repair or replace equipment shall be at Parks' discretion. In the event that equipment has been damaged due to Concessionaire's negligence, Parks may elect to repair or replace such equipment.
- c. The ice machine located in the concession is aged. Parks will not purchase a replacement machine or make repairs outside of initial start-up. Concessionaire may elect to repair or replace the unit at Concessionaire's expense.
- d. Upon notification by Concessionaire, Parks shall repair or rectify, within a reasonable period of time, any defects at the Complex which create health concerns for the concession. Such defects may include, but not be limited to, plumbing malfunctions, leakage, or infestation.
- e. Parks shall not be responsible for food spoilage or other loss resulting from electrical outage or equipment failure, or from other emergency or act of God.

5. Inspections

Parks shall make unscheduled inspections of the concession facility to ensure that facilities and equipment are properly operated and maintained, and that operation is in compliance with the terms of this Agreement. Parks shall request inspections as necessary by the Monroe County Health Department.

6. Invoices

Parks shall invoice Concessionaire for each payment at least thirty (30) days in advance of the due date.

7. **Rules and Regulations**

Parks shall furnish Concessionaire with a list of the Parks rules and regulations now in effect, and shall inform Concessionaire of any changes or additions to the rules in a timely manner.

D. RELEASE, HOLD HARMLESS, AND INDEMNIFICATION

Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims which may arise as a result of the condition of the concession area, or the operation of the concession, including claims for personal injury, property damage, or any other type of claim which might be brought by Concessionaire or by any third party, even if caused by negligence of the releasees.

Concessionaire agrees to assume financial responsibility for the repair or replacement of any concession equipment which is damaged through the negligence of Concessionaire or its employees. The decision to repair or replace damaged equipment shall be at the election of Parks.

E. ASSIGNMENT OF AGREEMENT

Concessionaire shall not assign or sub-contract this Agreement or any of its terms except through prior approval of the Parks Administrator.

F. CHANGE TO AREA; ADVERTISEMENT

Concessionaire shall not:

1. Change the existing layout of the concession area or its equipment; or
2. Post any advertisements in the concession area without prior written approval of the Parks Administrator.

G. BREACH OF AGREEMENT

1. **Notice and Time to Cure**

In the event that one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have twenty (20) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within twenty days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

2. **Electricity; Assumption of Operations**

If Concessionaire is the breaching party, upon notice of breach and failure to cure, in addition to any other penalty or remedy to which it is entitled, Parks may shut off electricity to the concession area. Alternatively, Parks may take exclusive possession of its concession equipment and the concession area, and may assume or assign operation of the concession.

3. **Liquidated Damages for Late Payment**

Concessionaire acknowledges that the damages resulting to Parks as a result of late payment of the concession fee would be difficult to ascertain, and that liquidated damages as provided herein are reasonable. If Concessionaire is more than twenty (20) days late in making any scheduled payment to Parks under this Agreement, Parks may assess liquidated damages for late payment of \$100.00 for every month or part thereof that payment is in arrears. Parks shall not be required to comply with the notice and time to cure provisions of Section 1 of this Article in order to assess these liquidated damages.

In the event that late payments are received, Parks shall apply the payments in the following manner: First, to any arrearages; second, to any outstanding liquidated damages; and finally, to any payments presently due.

H. TERMINATION

1. **Early Termination**

- a. **Termination by mutual agreement:** The parties may terminate this Agreement prior to December 31, 2026 by mutual written agreement. In the event that such mutual agreement occurs, the termination shall be governed by the provisions of Section 3, below, unless the parties agree otherwise in writing.

b. Unilateral termination: In the event that a non-breaching party elects to unilaterally terminate the Agreement under the provisions of Article G, Section 1, any unpaid portion of the concession fee shall become immediately due and owing, and the monthly liquidated damages described in Article G, Section 3 shall be regularly assessed until the annual fee is paid in full. Additionally, Concessionaire shall bear all costs and expenses related to collection of the fee and any liquidated damages, including, but not limited to, reasonable attorney fees.

2. Scheduled Termination

Unless the parties agree to extend the Agreement as set forth in Section 4, below, this Agreement shall automatically terminate on December 31, 2026.

3. Disposition of Facilities Upon Termination

Upon early or scheduled termination, Concessionaire shall vacate the Center concession within three business days. The concession area and all equipment provided by Parks shall be left clean and in good working order. Concessionaire shall remove any and all food and/or supplies and equipment from the concession area other than those items which are the property of Parks.

4. Extension of Agreement

Prior to the scheduled termination of this Agreement, the parties may agree in writing to extend the term of the Agreement for an additional specified period. Concessionaire shall notify Parks of its desire to extend the Agreement on or before December 31, 2026. In the event that the Agreement is extended, Parks may charge a reasonable additional concession fee.

I. MISCELLANEOUS

1. Enforcement

In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear the expense of such litigation, including, but not limited to, court costs and reasonable attorney's fees.

2. 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.

3. Notices

Any notice required by this Agreement shall be made in writing to the addresses specified below:

Parks: Parks and Recreation Department
City of Bloomington
P.O. Box 848
Bloomington, IN 47402
ATTN: Cody Martin

Concessionaire: Alicia Graves
PO Box 5221
Bloomington IN 47407

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.

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 FOOD AND BEVERAGE CONCESSIONS AT TWIN LAKES SPORTS PARK”**

CONCESSIONAIRE

CITY OF BLOOMINGTON

Name

Kathleen Mills, President
Board of Park Commissioners

Signature

Tim Street, Administrator



STAFF REPORT

A15 Agenda item

Admin. Approval: **TS**
Date: 2/12/26

TO: **Board of Park Commissioners**
FROM: **Cody Martin, Sports/Facility Coordinator**
DATE: **February 19, 2026**
SUBJECT: **2026 Winslow Sports Park Concessions Agreement**

Recommendation

Staff recommends the review/approval of the 2026 Winslow Sports Park concessions agreement during the upcoming season. Total revenue amounts to \$2,500 from rental fees at Winslow Sports Park.

Background

We have worked with BJLBA for concessionaire duties at Winslow Sports Park for many consecutive years and wish to continue our relationship for the 2026 season.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Cody Martin".

Cody Martin, Sports/Facility Coordinator



**AGREEMENT
FOR FOOD AND BEVERAGE CONCESSION
WINSLOW SPORTS COMPLEX - NORTH SIDE & SENIOR SIDE**

This Agreement, entered into this _____, by and between the City of Bloomington Parks and Recreation Department through its Board of Parks Commissioners (hereinafter, "Parks") and Bloomington Junior League Baseball Association (hereinafter, "Concessionaire"),

WITNESSETH:

WHEREAS, Parks owns and operates Winslow Sports Complex (the "Complex") at 2301 South Highland Street, Bloomington, Indiana; and

WHEREAS, the north side and senior side of the Complex contains space and equipment for a food and beverage concession with ice machine; and

WHEREAS, Concessionaire wishes to operate this concession; and

WHEREAS, Concessionaire has a history of operating an inclusive program that serves the needs of the Bloomington community; and

WHEREAS, Concessionaire has a good record of cooperation with Parks.

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

A. TERM OF AGREEMENT

The term of this Agreement shall begin on April 1, 2026 and end on October 15, 2026.

B. CONCESSIONAIRE'S RESPONSIBILITIES

1. Concession Fee

Concessionaire shall pay Parks a concession fee of Three Thousand Eight Hundred Fifty Dollars (\$3,850). Such fee shall be paid in two installments of One Thousand Nine Hundred Twenty Five Dollars (\$1,925) on or before July 1, 2026, and October 15, 2026.

2. Concession Menu and Pricing

- a. Concessionaire shall furnish Parks a listing of the complete menu and prices of items to be sold at the north side and senior side concession locations by May 1, 2026. Such menu and pricing is subject to the approval of the Parks Administrator.
- b. Soda and Sport drink vending machines are permitted at current level except at such times as Parks may designate, when their availability would conflict with other Parks commitments. Parks will inform Concessionaire of any times beyond those listed in Section C.1. herein when the vending machines must be made inoperable by Concessionaire for the duration of such events.

3. Maintenance of Concession Area

Concessionaire shall keep the serving facility and storage areas, and floors thereof, clean at all times and in such condition that it will pass all public health inspections. Concessionaire shall maintain this area in compliance with all relevant Parks rules and regulations. Bagged and loose trash shall not be placed at

ground level or in the immediate area of doorways. It shall instead be placed in or on top of trash receptacles.

4. Equipment Upkeep

- a. Concessionaire and its employees shall use reasonable care in the operation of the concession equipment provided by Parks, and shall not subject such equipment to abuse or unreasonable wear and tear. Concessionaire shall promptly notify Parks of any damage to, or malfunction of, the equipment. Concessionaire shall not make any improvements or repairs to the facility without approval from Parks.
- b. Concessionaire will operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state, and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

5. Insurance

Concessionaire shall maintain commercial general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured. Concessionaire shall also maintain Workers' Compensation Insurance as required by Indiana Code 22-3-2 et seq. Concessionaire shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. Concessionaire and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

6. Employees

- a. Concessionaire shall employ all personnel necessary for the operation of the food and beverage concession, and shall pay all necessary wages and payroll tax for such employees. Concession attendants must be a minimum of sixteen (16) years of age. Concessionaire shall designate supervisors. Designation of supervisors is subject to the approval of the Parks Administrator.
- b. All attendants and supervisors must secure any necessary documents and examinations required by any and all public health agencies. Concessionaire must verify that these necessary documents and examinations have been secured.
- c. Concessionaire shall take and successfully complete any trainings and certifications as required by the Monroe County Health Department. Concessionaire shall provide proof of successful completion to Parks by May 1, 2026.

7. Recordkeeping

- a. Concessionaire shall designate a treasurer who will keep and maintain books, records and accounts accurately reflecting the expenditure and revenues of the concession. These documents shall be open to inspection at all reasonable times by authorized agents of Parks or the City of Bloomington Controller's Office, such authorization to be given by the Parks Administrator.
- b. Concessionaire shall provide Parks with an annual statement of all financial records pertaining to operation of the concession facilities during the 2026 season.

8. Safety

- a. Concessionaire shall be responsible for implementing reasonable safety measures at the concession, and shall ensure that concession attendants are familiar with and comply with such measures.
- b. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
- c. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or

admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

9. Rules and Regulations

Concessionaire shall abide by all rules and regulations of Parks now in effect, and any rules and regulations which are passed during the term of this Agreement. Concessionaire shall also comply with all local, state and federal laws, including health codes, regarding the operation of the concession and the employment of all personnel.

C. RESPONSIBILITIES OF PARKS

1. Use of Property

- a. Parks shall grant permission for Concessionaire to use a designated area at the north side of the Complex for the operation of the food and beverage concession. Game night access will be one hour before game times.
- b. During the term of this agreement, any non-Concessionaire concessions operations must be approved by Parks.

2. Use of Equipment

Parks shall grant permission to Concessionaire to operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

3. Electricity

Parks shall provide all necessary electricity for operation of the concession.

4. Maintenance

- a. Parks shall perform all general maintenance of the Complex and its facilities. This shall not relieve Concessionaire of the responsibility to maintain the concession area, as outlined in Article B, Section 3.
- b. Upon notification by the Concessionaire, Parks shall repair or replace defective equipment owned by Parks within a reasonable period of time. The decision whether to repair or replace equipment shall be at Parks' discretion. In the event that equipment has been damaged due to Concessionaire's negligence, Parks may elect not to repair or replace such equipment.
- c. The ice machine located in the concession is aged. Parks will not purchase a replacement machine or make repairs outside of initial start-up. Concessionaire may elect to repair or replace the unit at Concessionaire's expense.
- d. Upon notification by Concessionaire, Parks shall repair or rectify, within a reasonable period of time, any defects at the Complex which create health concerns for the concession. Such defects may include, but not be limited to, plumbing malfunctions, leakage, or infestation.
- e. Parks shall not be responsible for food spoilage or other loss resulting from electrical outage or equipment failure, or from other emergency or act of God.

5. Inspections

Parks shall make unscheduled inspections of the concession facility to ensure that facilities and equipment are properly operated and maintained, and that operation is in compliance with the terms of this Agreement. Parks shall request inspections as necessary by the Monroe County Health Department.

6. Invoices

Parks shall invoice Concessionaire for each payment at least thirty (30) days in advance of the due date.

7. Rules and Regulations

Parks shall furnish Concessionaire with a list of the Parks rules and regulations now in effect, and shall inform Concessionaire of any changes or additions to the rules in a timely manner.

D. RELEASE, HOLD HARMLESS, AND INDEMNIFICATION

Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims which may arise as a result of the condition of the concession area, or the operation of the concession, including claims for personal injury, property damage, or any other type of claim which might be brought by Concessionaire or by any third party, even if caused by negligence of the releasees.

Concessionaire agrees to assume financial responsibility for the repair or replacement of any concession equipment which is damaged through the negligence of Concessionaire or its employees. The decision to repair or replace damaged equipment shall be at the election of Parks.

E. ASSIGNMENT OF AGREEMENT

Concessionaire shall not assign or sub-contract this Agreement or any of its terms except through prior approval of the Parks Administrator.

F. CHANGE TO AREA; ADVERTISEMENT

Concessionaire shall not:

1. Change the existing layout of the concession area or its equipment; or
2. Post any advertisements in the concession area without prior written approval of the Parks Administrator.

G. BREACH OF AGREEMENT

1. Notice and Time to Cure

In the event that one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have twenty (20) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within twenty days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

2. Electricity; Assumption of Operations

If Concessionaire is the breaching party, upon notice of breach and failure to cure, in addition to any other penalty or remedy to which it is entitled, Parks may shut off electricity to the concession area. Alternatively, Parks may take exclusive possession of its concession equipment and the concession area, and may assume or assign operation of the concession.

3. Liquidated Damages for Late Payment

Concessionaire acknowledges that the damages resulting to Parks as a result of late payment of the concession fee would be difficult to ascertain, and that liquidated damages as provided herein are reasonable. If Concessionaire is more than twenty (20) days late in making any scheduled payment to Parks under this Agreement, Parks may assess liquidated damages for late payment of \$100.00 for every month or part thereof that payment is in arrears. Parks shall not be required to comply with the notice and time to cure provisions of Section 1 of this Article in order to assess these liquidated damages.

In the event that late payments are received, Parks shall apply the payments in the following manner: First, to any arrearages; second, to any outstanding liquidated damages; and finally, to any payments presently due.

H. TERMINATION

1. Early Termination

- a. **Termination by mutual agreement:** The parties may terminate this Agreement prior to October 15, 2026 by mutual written agreement. In the event that such mutual agreement occurs, the termination shall be governed by the provisions of Section 3, below, unless the parties agree otherwise in writing.
- b. **Unilateral termination:** In the event that a non-breaching party elects to unilaterally terminate the Agreement under the provisions of Article G, Section 1, any unpaid portion of the concession fee shall become immediately due and owing, and the monthly liquidated damages described in Article G, Section 3 shall be regularly assessed until the annual fee is paid in full. Additionally, Concessionaire shall bear all costs and expenses related to collection of the fee and any liquidated damages, including, but not limited to, reasonable attorney fees.

2. Scheduled Termination

Unless the parties agree to extend the Agreement as set forth in Section 4, below, this Agreement shall automatically terminate on October 15, 2026.

3. Disposition of Facilities Upon Termination

Upon early or scheduled termination, Concessionaire shall vacate the Center concession within three business days. The concession area and all equipment provided by Parks shall be left clean and in good working order. Concessionaire shall remove any and all food and/or supplies and equipment from the concession area other than those items which are the property of Parks.

4. Extension of Agreement

Prior to the scheduled termination of this Agreement, the parties may agree in writing to extend the term of the Agreement for an additional specified period. Concessionaire shall notify Parks of its desire to extend the Agreement on or before October 15, 2026. In the event that the Agreement is extended, Parks may charge a reasonable additional concession fee.

I. MISCELLANEOUS

1. Enforcement

In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear the expense of such litigation, including, but not limited to, court costs and reasonable attorney's fees.

2. 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.

3. Notices

Any notice required by this Agreement shall be made in writing to the addresses specified below:

Parks: Parks and Recreation Department
City of Bloomington
P.O. Box 100
Bloomington, IN 47402
ATTN: Cody Martin

Concessionaire: Whitney Carr

812-320-2749

whitney@jholden.com

4. 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.

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

CONCESSIONAIRE

CITY OF BLOOMINGTON

Name

Kathleen Mills, President
Board of Park Commissioners

Signature

Tim Street, Park Administrator



STAFF REPORT

A16

Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: **Board of Park Commissioners**
FROM: **Daren Eads, Sports Facility Coordinator**
DATE: **February 19, 2026**
SUBJECT: **2026 Service Agreement with Frontier Fire Protection, LLC**

Recommendation

Staff recommends the approval of the 2026 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,

A handwritten signature in black ink that reads "Daren Eads".

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

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

TO CONTRACTOR:

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

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

- 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 Frontier Fire Protection, LLC.”

CITY OF BLOOMINGTON

BY:

Kathleen Mills, Chair
Board of Park Commissioners

DATED

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 properties and facilities on an as needed basis. Fees and charges are listed below:

Normal operational hours:
(Monday-Friday 7a-4p)

Hourly Rate:
(\$95 per hour, minimum 2 hour, plus materials)

After Hours Hourly Rate:
(\$145 per hour, minimum 2 hour, plus materials)

Emergency/Holiday Hourly Rate:
(\$250 per hour, minimum 2 hour, plus materials)

Travel/Service Fees:
(Service call fee of \$150, \$1.00 per mile outside of the 50 mile radius)

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

A17 Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: February 11, 2026
SUBJECT: AGREEMENT WITH ANNA MCCOY FOR DIGITAL ART

Recommendation

Staff recommends approval of a contract with Anna McCoy for a digital art design.

Amount: \$2,000

Source: 2211-18-181000-53990

Background

This contract with Anna McCoy, who is from Bloomington, covers the creation of a new piece of art to celebrate Bloomington Parks and Recreation's impact on our community. It will be done in Anna's signature style -- for example, you can look up her "Buy Bloomington" poster. This art will be delivered in a digital format and will be available for the department to use on art prints, social media, t-shirts, etc.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street".

Tim Street, Director

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND
ANNA MCCOY, D/B/A ANNA MCCOY DESIGNS**

THIS AGREEMENT (“Agreement”), is entered into by and between the City of Bloomington Parks and Recreation Department (“Department”) and Anna McCoy Designs (“Artist”)(collectively the “Parties”).

Article 1. Scope of Services Artist shall perform services as detailed in **Exhibit A**, “Scope of Work.”

Artist shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Artist shall complete the Services required under this Agreement on or before July 1, 2026, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Artist’s work, Artist agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Tim Street, Director, Parks and Recreation. Artist agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Artist for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Artist shall be entitled to rely upon the accuracy and completeness of such information.

Article 4. Compensation The Department shall pay Artist for all fees and expenses in an amount not to exceed **TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00)**. Artist shall submit invoice(s) to the Department upon the completion of the Services described in Article 1 and as outlined in the payment schedule on Exhibit A. **Invoices shall be sent via email to tim.street@bloomington.in.gov or via first class mail postage prepaid to Parks and Recreation Department, 401 N. Morton Street, Suite 201, Bloomington, IN 47404.** Payment will be remitted to Artist within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Artist shall perform the Services according to the following schedule: the final deliverable will be received by July 1, 2026.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Artist. Artist shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Artist 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 Artist'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 Artist in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Artist and furnished to the Department as part of the Services shall become the property of the Department. Artist retains the right to sell and use the final product on its website. Artist shall include a disclaimer when selling final product that Artist does not represent the viewpoint or opinion of the Department or the City of Bloomington. Artist 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 Artist.

Article 10. Copyright The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. §101 et seq., as the sole author of the Artwork for the duration of the copyright.

Article 11. Reproduction Rights Artist grants to the Department and its assignees an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogs or other similar publications provided that these rights are exercised in a tasteful and professional manner.

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

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

Article 11. Indemnification and Hold Harmless Artist 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 Artist 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.

Article 12. Conflict of Interest Artist 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. Artist agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 13. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 14. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 15. Assignment Neither the Department nor the Artist shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 16. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 17. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 18. Non-Discrimination Artist 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 in all regards, including, but not limited to, employment. Artist 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 the Artist believes that a City employee engaged in such conduct towards Artist and/or any of its employees, Artist or its employees may file a complaint with the City department head in charge of the Artist's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of

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

Article 19. Compliance with Laws In performing the Services under this Agreement, Artist 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, Artist shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 20. E-Verify Artist is enrolled in, and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Artist signed an e-verify affidavit which is attached as **Exhibit B**.

Article 21. Non-Collusion By signing this Agreement, Artist swears and affirms under penalties for perjury that it has not, nor has any other member, representative, or agent of Artost, 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.

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington
Parks and Recreation Department
Attn: Tim Street
401 N. Morton, Suite 201
Bloomington, Indiana 47404

Artist: Anna McCoy
2929 S Olcott Blvd
Bloomington, IN 47401

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

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Artist. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

[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 Anna McCoy Designs.”

CITY OF BLOOMINGTON

Tim Street, Director
Bloomington Parks and Recreation

ANNA MCCOY DESIGNS

Anna McCoy

EXHIBIT A
BUDGET AND SCOPE OF WORK

The Services shall include the following:

Artist will design and deliver a digital art print representing Bloomington Parks and Recreation in two formats: full color and line art, both delivered in digital vector files. This will include a maximum of three revisions after the approved first draft; every requested revision past that will be at the rate of \$75/hr.

Budget

TOTAL	\$2,000
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Pay Schedule

Submission of finalized design	\$1,000.00
Final digital deliverables	\$1,000.00

EXHIBIT B
AFFIDAVIT REGARDING E-VERIFY

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

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

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

Signature

Printed name



STAFF REPORT

A18 Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: February 19, 2026
SUBJECT: Corrective Deed for Switchyard Park

Recommendation

Staff recommends approval of a corrective deed for Switchyard Park.

Background

In 2025, the Board approved a new deed for Switchyard Park that consolidated the seven different parcels comprising the park, in order that the necessary environmental restrictive covenants could be recorded. An error was found on the consolidated parcel description, and this corrective deed fixes that error.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street".

Tim Street, Director

Grantee's & Tax Mailing Address: City of Bloomington Park Commissioners
City of Bloomington, IN
401 N. Morton St.
Bloomington, IN 47404

CORRECTIVE QUITCLAIM DEED

This Corrective Quitclaim Deed is being recorded to correct¹ the omission of legal descriptions of parcels for Switchyard Park in the Quitclaim Deed recorded on April 3, 2025 by Instrument #2025003523.

THIS INDENTURE WITNESSETH, that City of Bloomington, Indiana Board of Park Commissioners, Grantor, QUITCLAIMS to itself, Grantee, the herein described real estate in Monroe County, State of Indiana.

ATTACHMENT A

Overall 4225 Description

Parcel 1

Lot 1 of Park Place Subdivision as recorded in Plat Cabinet "D", Envelope 165 in the Office of the Recorder of Monroe County, Indiana.

Parcel 2

A part of the Southwest Quarter of Section 9 and a part of the Southeast Quarter of Section 8 and a part of the Southwest Quarter of Section 4 and a part of the Southeast Quarter of Section 5 all in Township 8 North, Range 1 West Monroe County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Section 9; thence NORTH 89 degrees 24 minutes 49 seconds EAST along the South line of said Section 9 a distance of 196.47 feet to the West Right-of-Way of the Indiana Railroad; thence along said West Right-of-Way NORTH 9 degrees 33 minutes 47 seconds EAST 8.95 feet to a curve to the left having a radius of 5691.86 feet and a chord bearing NORTH 00 degrees 24 minutes 43 seconds WEST 1971.85 feet; thence Northerly along said curve 1981.85 feet to the Point of Beginning. Thence continuing 154.14 feet along said curve having a radius of 5691.86 feet and a chord bearing of NORTH 11 degrees 09 minutes 46 seconds WEST 154.14 feet; thence NORTH 11 degrees 56 minutes 19 seconds WEST 1277.59 feet to a curve to the left having a radius of 2808.41 feet and a chord bearing NORTH 20 degrees 38 minutes 27 seconds WEST 849.83 feet; thence Northwesterly along said curve

853.11 feet; thence NORTH 29 degrees 20 minutes 35 seconds WEST 565.07 feet to a curve to the left having a radius of 428.30 and a chord bearing NORTH 40 degrees 28 minutes 45 seconds WEST 165.44 feet; thence Northwesterly along said curve 166.49 feet to a point on the East Right-of-Way of Rogers Street; thence along said East Right-of-Way NORTH 00 degrees 07 minutes 51 seconds WEST 263.87 feet; thence along the Easterly Right-of-Way of the Indiana Railroad the following (6) courses (1) SOUTH 29 degrees 28 minutes 54 seconds EAST 209.20 feet; (2) thence SOUTH 60 degrees 31 minutes 06 seconds WEST 15.00 feet; (3) thence SOUTH 29 degrees 28 minutes 54 seconds EAST 500.00 feet; (4) thence NORTH 60 degrees 31 minutes 06 seconds EAST 15.00 feet; (5) thence SOUTH 29 degrees 28 minutes 54 seconds EAST 183.70 feet; (6) thence SOUTH 88 degrees 16 minutes 03 seconds EAST 218.90 feet to the West Right-of-Way of the CSX Railroad; thence along said West Right-of-Way the following Nine (9) courses:

1. NORTH 01 degrees 06 minutes 12 seconds EAST 225.47 feet;
2. NORTH 88 degrees 14 minutes 24 seconds WEST 6.91 feet;
3. NORTH 01 degrees 05 minutes 49 seconds EAST 579.87 feet;
4. SOUTH 88 degrees 40 minutes **34 seconds** EAST 6.99 feet;
5. NORTH 01 degrees 56 minutes 27 seconds EAST 221.43 feet;
6. SOUTH 89 degrees 32 minutes **01 seconds** WEST 23.99 feet;
7. NORTH 00 degrees 05 minutes 33 seconds EAST 144.92 feet;
8. SOUTH 89 degrees 54 minutes **30 seconds** EAST 2.00 feet;
9. NORTH 00 degrees 05 minutes 33 seconds EAST **874.56 feet**;

to the South line of Grimes Lane; thence along said South line SOUTH 89 degrees 35 minutes 49 seconds EAST, 205.30 feet; thence SOUTH 00 degrees 11 minutes 24 seconds WEST, 1013.80 feet to the North line of said Section 9; thence along said North line NORTH 88 degrees 31 minutes 16 seconds EAST 91.59 feet to the West line of Railroad Park; thence along said West line SOUTH 00 degrees 55 minutes 18 seconds EAST, 223.00 feet to the Northwest corner of Lot 21 in said Railroad Park; thence along said North line NORTH 89 degrees 08 minutes 56 seconds EAST, 132.00 feet to the Northeast corner of Lot 21; thence SOUTH 00 degrees 51 minutes 04 seconds EAST 342.00 feet to the South line of Railroad Park; thence along said South line NORTH 89 degrees 08 minutes 56 seconds EAST, 303.00 feet; thence SOUTH 00 degree 51 minutes 04 seconds EAST 66.00 feet; thence NORTH 89 degrees 08 minutes 56 seconds EAST 147.01 feet to the West Right-of-Way of Walnut Street; thence along said West Right-of-Way SOUTH 00 degrees 16 minutes 07 seconds WEST 49.34 feet; thence SOUTH 80 degrees 50 minutes 13 seconds WEST 88.99 feet; thence SOUTH 16 degrees 01 minutes 58 seconds WEST 111.97 feet to a point on the North Right-of-Way of a CSX Railroad spur line, said point being on a curve, the radius of which bears NORTH 12 degrees 50 minutes 43 seconds EAST 693.93 feet; thence Southeasterly on a curve to the left along said Right-of-Way through a central angle of 12 degrees 23 minutes 21 seconds along said curve 150.05 feet to the West Right-of-Way of Walnut Street; thence along said West Right-of-Way SOUTH 12 degrees 21 minutes 05 seconds EAST 239.90 feet; thence SOUTH 85 degrees 27 minutes 15 seconds WEST 266.25 feet; thence SOUTH 35 degrees 45 minutes 48 seconds WEST 147.33 feet; thence SOUTH

01 degrees 46 minutes 45 seconds EAST 140.81 feet; thence NORTH 89 degrees 21 minutes 29 seconds EAST 50.00 feet; thence SOUTH 03 degrees 08 minutes 01 seconds WEST 1952.16 feet; thence SOUTH 77 degrees 51 minutes 15 seconds WEST 250.19 feet to the Point of Beginning containing 50.16 acres, more or less.

IN WITNESS WHEREOF Grantor and Grantee have executed this Corrective Quitclaim Deed this _____ day of _____, 2026.

BLOOMINGTON BOARD OF PARK COMMISSIONERS

By: _____, President

Printed Name: _____

ATTEST:

Tim Street, Director
City of Bloomington, IN Parks Department

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said State and County, personally appeared _____, President of the Bloomington Board of Park Commissioners, who acknowledged the execution of the foregoing Corrective Quitclaim Deed as his/her voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 2026.

My Commission Expires: _____, Notary Public
Printed Name: _____

Residing in **County, Indiana** Commissioner Number:

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ *Heather Whitlow*

This instrument was prepared by Audrey Brittingham, Attorney at Law, City of Bloomington Legal Department, P.O. Box 100, Bloomington, IN 47402

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Bloomington, Indiana Board of Park Commissioners, an Indiana Municipal Corporation ("Grantor and Grantee"), RELEASES and QUITCLAIMS to itself for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Monroe County, in the State of Indiana:

See **Attachment A**, attached hereto and incorporated herein by reference.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington Board of Park Commissioners, 401 N Morton St., Suite 250, Bloomington, IN 47404. The mailing address of the grantee is City of Bloomington Board of Park Commissioners, 401 N Morton St., Suite 250, Bloomington, IN 47404.

IN WITNESS WHEREOF Grantors have executed this Quitclaim Deed this
30th Day of January, 2025.

BLOOMINGTON BOARD OF PARK COMMISSIONERS

By: Kathleen Mills

Print: Kathleen Mills

Attest: Tim Street

Print: Tim Street

**DULY ENTERED
FOR TAXATION**

APR 03 2025

Barbara M. Quigley

Auditor Monroe County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said State and County, personally appeared Kathleen Mills President of the Bloomington Board of Park Commissioners, who acknowledged the execution of the foregoing Quitclaim Deed as his voluntary act and deed.

WITNESS my hand and notarial seal this 30th day of January, 2025.

My Commission Expires:

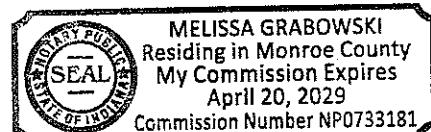
4-20-2029

Melissa Grabowski
Notary Public

Resident of Monroe County

Name Printed: Melissa Grabowski

Commission Number: NP0733181



STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said State and County, personally appeared Tim Street, Director of the Bloomington Board of Park
of Parks & Recreation

Commissioners, who acknowledged the execution of the foregoing Quitclaim Deed as his voluntary act and deed.

WITNESS my hand and notarial seal this 30th day of January, 2025.

My Commission Expires:

4-20-2029

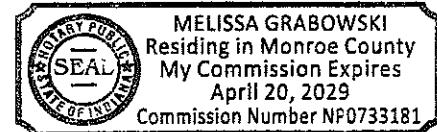
Melissa Grabowski

Notary Public

Resident of Monroe County

Name Printed: Melissa Grabowski

Commission Number: NP0733181



I affirm under penalties of perjury that I, Audrey R. Brittingham, have taken reasonable care to redact each Social Security Number in this document, unless required by law.

This instrument prepared by Audrey R. Brittingham, Assistant City Attorney, City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402

ATTACHMENT A

Overall 4225 Description

Parcel 1

Lot 1 of Park Place Subdivision as recorded in Plat Cabinet "D", Envelope 165 in the Office of the Recorder of Monroe County, Indiana.

Parcel 2

A part of the Southwest Quarter of Section 9 and a part of the Southeast Quarter of Section 8 and a part of the Southwest Quarter of Section 4 and a part of the Southeast Quarter of Section 5 all

in Township 8 North, Range 1 West Monroe County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Section 9; thence NORTH 89 degrees 24 minutes

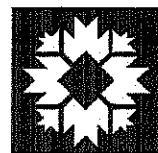
49 seconds EAST along the South line of said Section 9 a distance of 196.47 feet to the West

Right-of-Way of the Indiana Railroad; thence along said West Right-of-Way NORTH 9 degrees 33 minutes 47 seconds EAST 8.95 feet to a curve to the left having a radius of 5691.86 feet and a chord bearing NORTH 00 degrees 24 minutes 43 seconds WEST 1971.85 feet; thence Northerly along said curve 1981.85 feet to the Point of Beginning. Thence continuing 154.14 feet along said curve having a radius of 5691.86 feet and a chord bearing of NORTH 11 degrees 09 minutes 46 seconds WEST 154.14 feet; thence NORTH 11 degrees 56 minutes 19 seconds WEST 1277.59 feet to a curve to the left having a radius of 2808.41 feet and a chord bearing NORTH 20 degrees 38 minutes 27 seconds WEST 849.83 feet; thence Northwesterly along said curve 853.11 feet; thence NORTH 29 degrees 20 minutes 35 seconds WEST 565.07 feet to a curve to the left having a radius of 428.30 and a chord bearing NORTH 40 degrees 28 minutes 45 seconds WEST 165.44 feet; thence Northwesterly along said curve 166.49 feet to a point on the East Right-of-Way of Rogers Street; thence along said East Right-of-Way NORTH 00 degrees 07 minutes 51 seconds WEST 263.87 feet; thence along the Easterly Right-of-Way of the Indiana Railroad the following (6) courses (1) SOUTH 29 degrees 28 minutes 54 seconds EAST 209.20 feet; (2) thence SOUTH 60 degrees 31 minutes 06 seconds WEST 15.00 feet; (3) thence SOUTH 29 degrees 28 minutes 54 seconds EAST 500.00 feet; (4) thence NORTH 60 degrees 31 minutes 06 seconds EAST 15.00 feet; (5) thence SOUTH 29 degrees 28 minutes 54 seconds EAST 183.70 feet; (6) thence SOUTH 88 degrees 16 minutes 03 seconds EAST 218.90 feet to the West Right-of-Way of the CSX Railroad; thence along said West Right-of-Way the following Nine (9) courses:

1. NORTH 01 degrees 06 minutes 12 seconds EAST 225.47 feet;
2. NORTH 88 degrees 14 minutes 24 seconds WEST 6.91 feet;
3. NORTH 01 degrees 05 minutes 49 seconds EAST 579.87 feet;
4. SOUTH 88 degrees 40 minutes 33 seconds EAST 6.99 feet;
5. NORTH 01 degrees 56 minutes 27 seconds EAST 221.43 feet;
6. SOUTH 89 degrees 32 minutes 02 seconds WEST 23.99 feet;
7. NORTH 00 degrees 05 minutes 33 seconds EAST 144.92 feet;
8. SOUTH 89 degrees 54 minutes 28 seconds EAST 2.00 feet;
9. NORTH 00 degrees 05 minutes 33 seconds EAST 907.56 feet;

to the South line of Seminary Lot 65; thence along said South line SOUTH 89 degrees 35 minutes 49 seconds EAST, 84.90 feet; thence SOUTH 00 degrees 11 minutes 38 seconds WEST, 139.43 feet; thence SOUTH 20 degrees 16 minutes 29 seconds EAST, 344.56 feet; thence SOUTH 00 degrees 11 minutes 24 seconds WEST, 585.00 feet to the North line of said Section 9; thence along said North line NORTH 88 degrees 31 minutes 16 seconds EAST 91.59 feet to the West line of Railroad Park; thence along said West line SOUTH 00 degrees 55 minutes 18 seconds EAST, 223.00 feet to the Northwest corner of Lot 21 in said Railroad Park; thence along said North line NORTH 89 degrees 08 minutes 56 seconds EAST, 132.00 feet to the Northeast corner of Lot 21; thence SOUTH 00 degrees 51 minutes 04 seconds EAST 342.00 feet to the South line of Railroad Park; thence along said South line NORTH 89 degrees 08 minutes 56 seconds EAST, 303.00 feet; thence SOUTH 00 degree 51 minutes 04 seconds EAST 66.00 feet; thence NORTH 89 degrees 08 minutes 56 seconds EAST 147.01 feet to the West Right-of-Way of

Walnut Street; thence along said West Right-of-Way SOUTH 00 degrees 16 minutes 07 seconds WEST 49.34 feet; thence SOUTH 80 degrees 50 minutes 13 seconds WEST 88.99 feet; thence SOUTH 16 degrees 01 minutes 58 seconds WEST 111.97 feet to a point on the North Right-of-Way of a CSX Railroad spur line, said point being on a curve, the radius of which bears NORTH 12 degrees 50 minutes 43 seconds EAST 693.93 feet; thence Southeasterly on a curve to the left along said Right-of-Way through a central angle of 12 degrees 23 minutes 21 seconds along said curve 150.05 feet to the West Right-of-Way of Walnut Street; thence along said West Right-of-Way SOUTH 12 degrees 21 minutes 05 seconds EAST 239.00 feet; thence SOUTH 85 degrees 27 minutes 15 seconds WEST 266.25 feet; thence SOUTH 35 degrees 45 minutes 48 seconds WEST 147.33 feet; thence SOUTH 01 degrees 46 minutes 45 seconds EAST 140.81 feet; thence NORTH 89 degrees 21 minutes 29 seconds EAST 50.00 feet; thence SOUTH 03 degrees 08 minutes 01 seconds WEST 1952.16 feet; thence SOUTH 77 degrees 51 minutes 15 seconds WEST 250.19 feet to the Point of Beginning containing 49.48 acres, more or less.



**City of Bloomington
Planning and Transportation Department**

March 4, 2025

MONROE COUNTY RECORDER
MONROE COUNTY AUDITOR
MONROE COUNTY COURTHOUSE
BLOOMINGTON, IN 47401

Re: Deed Transfer Letter, LOT-2024-12-0009

City of Bloomington, Indiana Board of Park Commissioners

to

City of Bloomington, Indiana Board of Park Commissioners

This letter is to authorize the recording of the attached deeds to combine deeds for property owned by the City of Bloomington, Indiana Board of Park Commissioners. The new deeds will combine Parcels #1-8 onto one deed and the remainder of Parcel #7 on a separate deed. The properties involved with the combination of Parcels #1-8 are located in Part of the Southwest quarter of Section 9; Part of the Southeast Quarter of Section 8; Part of the Southwest Quarter of Section 4; and Part of the Southeast Quarter of Section 5 all located within Township 8 North, Range 1 West of Perry Township, Monroe County, Indiana. The remainder of Parcel #7 is located within the Southwest Quarter of Section 9 and the Southeast Quarter of Section #8, Township 8 North, Range 1 West of Perry Township, Monroe County, Indiana.

The new descriptions for each property are described more specifically in attached deeds and as follows:

1. The new deed combining Parcels #1-8 is described as follows:

Parcel 1

Lot 1 of Park Place Subdivision as recorded in Plat Cabinet "D", Envelope 165 in the Office of the Recorder of Monroe County, Indiana.

Parcel 2

A part of the Southwest Quarter of Section 9 and a part of the Southeast Quarter of Section 8 and a part of the Southwest Quarter of Section 4 and a part of the Southeast Quarter of Section 5 all in Township 8 North, Range 1 West Monroe County, Indiana, being more particularly described

as follows:

Commencing at the Southwest corner of said Section 9; thence NORTH 89 degrees 24 minutes

49 seconds EAST along the South line of said Section 9 a distance of 196.47 feet to the West

Right-of-Way of the Indiana Railroad; thence along said West Right-of-Way NORTH 9 degrees 33 minutes 47 seconds EAST 8.95 feet to a curve to the left having a radius of 5691.86 feet and a chord bearing NORTH 00 degrees 24 minutes 43 seconds

WEST 1971.85 feet; thence Northerly along said curve 1981.85 feet to the Point of

Beginning. Thence continuing 154.14 feet along said curve having a radius of

5691.86 feet and a chord bearing of NORTH 11 degrees 09 minutes 46 seconds

WEST 154.14 feet; thence NORTH 11 degrees 56 minutes 19 seconds WEST

1277.59 feet to a curve to the left having a radius of 2808.41 feet and a chord bearing

NORTH 20 degrees 38 minutes 27 seconds WEST 849.83 feet; thence Northwesterly

along said curve 853.11 feet; thence NORTH 29 degrees 20 minutes 35 seconds

WEST 565.07 feet to a curve to the left having a radius of 428.30 and a chord bearing

NORTH 40 degrees 28 minutes 45 seconds WEST 165.44 feet; thence Northwesterly

along said curve 166.49 feet to a point on the East Right-of-Way of Rogers Street;

thence along said East Right-of-Way NORTH 00 degrees 07 minutes 51 seconds

WEST 263.87 feet; thence along the Easterly Right-of-Way of the Indiana Railroad

the following (6) courses (1) SOUTH 29 degrees 28 minutes 54 seconds EAST 209.20

feet; (2) thence SOUTH 60 degrees 31 minutes 06 seconds WEST 15.00 feet; (3)

thence SOUTH 29 degrees 28 minutes 54 seconds EAST 500.00 feet; (4) thence

NORTH 60 degrees 31 minutes 06 seconds EAST 15.00 feet; (5) thence SOUTH 29

degrees 28 minutes 54 seconds EAST 183.70 feet; (6) thence SOUTH 88 degrees 16

minutes 03 seconds EAST 218.90 feet to the West Right-of-Way of the CSX

Railroad; thence along said West Right-of-Way the following Nine (9) courses:

1. NORTH 01 degrees 06 minutes 12 seconds EAST 225.47 feet;
2. NORTH 88 degrees 14 minutes 24 seconds WEST 6.91 feet;
3. NORTH 01 degrees 05 minutes 49 seconds EAST 579.87 feet;
4. SOUTH 88 degrees 40 minutes 33 seconds EAST 6.99 feet;
5. NORTH 01 degrees 56 minutes 27 seconds EAST 221.43 feet;
6. SOUTH 89 degrees 32 minutes 02 seconds WEST 23.99 feet;
7. NORTH 00 degrees 05 minutes 33 seconds EAST 144.92 feet;
8. SOUTH 89 degrees 54 minutes 28 seconds EAST 2.00 feet;
9. NORTH 00 degrees 05 minutes 33 seconds EAST 907.56 feet;

to the South line of Seminary Lot 65; thence along said South line SOUTH 89 degrees 35 minutes 49 seconds EAST, 84.90 feet; thence SOUTH 00 degrees 11 minutes 38 seconds WEST, 139.43 feet; thence SOUTH 20 degrees 16 minutes 29 seconds EAST, 344.56 feet; thence SOUTH 00 degrees 11 minutes 24 seconds WEST, 585.00 feet to the North line of said Section 9; thence along said North line NORTH 88 degrees 31 minutes 16 seconds EAST 91.59 feet to the West line of Railroad Park; thence along said West line SOUTH 00 degrees 55 minutes 18 seconds EAST, 223.00 feet to the Northwest corner of Lot 21 in said Railroad Park; thence along said North line NORTH 89 degrees 08 minutes 56 seconds EAST, 132.00 feet to the Northeast corner of Lot 21; thence SOUTH 00 degrees 51 minutes 04 seconds EAST 342.00 feet

to the South line of Railroad Park; thence along said South line NORTH 89 degrees 08 minutes 56 seconds EAST, 303.00 feet; thence SOUTH 00 degree 51 minutes 04 seconds EAST 66.00 feet; thence NORTH 89 degrees 08 minutes 56 seconds EAST 147.01 feet to the West Right-of-Way of Walnut Street; thence along said West Right-of-Way SOUTH 00 degrees 16 minutes 07 seconds WEST 49.34 feet; thence SOUTH 80 degrees 50 minutes 13 seconds WEST 88.99 feet; thence SOUTH 16 degrees 01 minutes 58 seconds WEST 111.97 feet to a point on the North Right-of-Way of a CSX Railroad spur line, said point being on a curve, the radius of which bears NORTH 12 degrees 50 minutes 43 seconds EAST 693.93 feet; thence Southeasterly on a curve to the left along said Right-of-Way through a central angle of 12 degrees 23 minutes 21 seconds along said curve 150.05 feet to the West Right-of-Way of Walnut Street; thence along said West Right-of-Way SOUTH 12 degrees 21 minutes 05 seconds EAST 239.00 feet; thence SOUTH 85 degrees 27 minutes 15 seconds WEST 266.25 feet; thence SOUTH 35 degrees 45 minutes 48 seconds WEST 147.33 feet; thence SOUTH 01 degrees 46 minutes 45 seconds EAST 140.81 feet; thence NORTH 89 degrees 21 minutes 29 seconds EAST 50.00 feet; thence SOUTH 03 degrees 08 minutes 01 seconds WEST 1952.16 feet; thence SOUTH 77 degrees 51 minutes 15 seconds WEST 250.19 feet to the Point of Beginning containing 49.48 acres, more or less.

2. The new deed for the remainder of Parcel #7 is described as follows:

A part of the Southwest Quarter of Section 9 and a part of the Southeast Quarter of Section 8 all in Township 8 North, Range 1 West Monroe County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Section 9; thence NORTH 89 degrees 24 minutes 49 seconds EAST along the South line of said Section 9 a distance of 196.47 feet to the West Right of Way of the Indiana Railroad and the Point of Beginning; thence along said West Right of Way the following (6) courses (1) NORTH 9 degrees 33 minutes 47 seconds EAST 8.95 feet to a curve to the left having a radius of 5691.86 feet and a chord bearing NORTH 01 degree 11 minutes 16 seconds WEST 2123.48 feet (2) thence Northerly along said curve 2136.00 feet; (3) thence NORTH 11 degrees 56 minutes 19 seconds WEST 1277.59 feet to a curve to the left having a radius of 2808.41 feet and a chord bearing NORTH 20 degrees 38 minutes 27 seconds WEST 849.83 feet; (4) thence Northwesterly along said curve 853.11 feet; (5) thence NORTH 29 degrees 20 minutes 35 seconds WEST 565.07 feet to a curve to the left having a radius of 428.30 and a chord bearing NORTH 40 degrees 28 minutes 45 seconds WEST 165.44 feet; (6) thence Northwesterly along said curve 166.49 feet to a point on the East Right of Way of Rogers Street; thence along said East Right of Way NORTH 00 degrees 07 minutes 51 seconds WEST 263.87 feet; thence along the Easterly Right of Way of the Indiana Railroad the following (6) courses (1) SOUTH 29 degrees 28 minutes 54 seconds EAST 209.20 feet; (2) thence SOUTH 60 degrees 31 minutes 06 seconds WEST 15.00 feet; (3) thence SOUTH 29 degrees 28 minutes 54 seconds EAST 500.00 feet; (4) thence NORTH 60 degrees 31 minutes 06 seconds EAST 15.00 feet; (5) thence SOUTH 29 degrees 28 minutes 54 seconds EAST 183.70 feet; (6) thence SOUTH 88 degrees 16 minutes 03 seconds EAST 206.81 feet to the

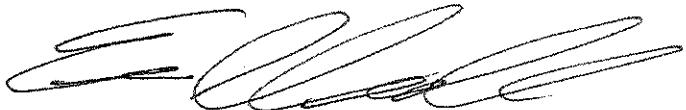
West Right of Way of the CSX Railroad; thence along said West Right of Way the following (5) courses (1) Southeasterly along a curve having a radius bearing SOUTH 88 degrees 49 minutes 08 seconds EAST 2835.44 feet and a chord bearing SOUTH 07 degrees 29 minutes 05 seconds EAST 854.42 feet; thence Southeasterly along said curve 857.69 feet; (2) thence SOUTH 12 degrees 04 minutes 22 seconds EAST 1698.42 feet to a curve to the right having a radius of 2874.60 feet and a chord bearing SOUTH 05 degrees 01 minutes 07 seconds EAST 705.65 feet; (3) thence Southerly along said curve 707.44 feet; (4) thence SOUTH 02 degrees 01 minutes 54 seconds WEST 350.00 feet to a curve to the right having a radius of 5666.20 feet and a chord bearing SOUTH 05 degrees 39 minutes 10 seconds WEST 715.73 feet; (5) thence Southerly along said curve 716.21 feet; thence SOUTH 09 degrees 16 minutes 26 seconds WEST 1.87 feet to the South line of the Southwest quarter of Section 9; thence along said South line SOUTH 89 degrees 24 minutes 49 seconds WEST 99.90 feet to the Point of Beginning containing 12.04 acres, more or less.

EXCEPTING THEREFROM A part of the Southwest Quarter of Section 9 and part of the Southeast Quarter of Section 8 in Township 8 North, Range 1 West Monroe County, Indiana, being more particularly described as follows:

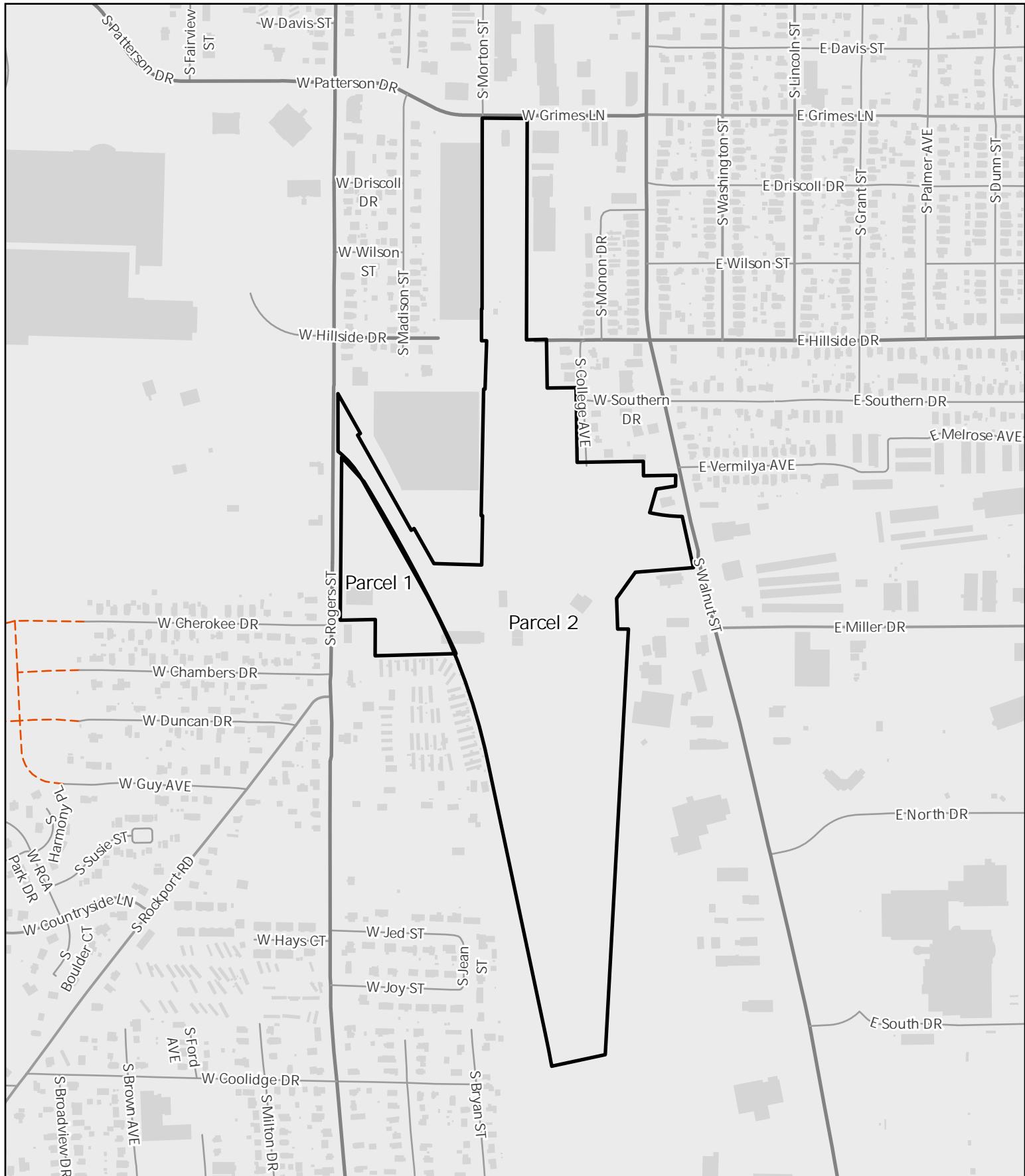
Commencing at the Southwest corner of said Section 9; thence NORTH 89 degrees 24 minutes 49 seconds EAST along the South line of said Section 9 a distance of 196.47 feet to the West Right-of-Way of the Indiana Railroad; thence along said West Right-of-Way NORTH 9 degrees 33 minutes 47 seconds EAST 8.95 feet to a curve to the left having a radius of 5691.86 feet and a chord bearing NORTH 00 degrees 24 minutes 43 seconds WEST 1971.85 feet; thence Northerly along said curve 1981.50 feet to the Point of Beginning. Thence continuing 154.14 feet along said curve having a radius of 5691.86 feet and a chord bearing of NORTH 11 degrees 09 minutes 46 seconds WEST 154.14 feet; thence NORTH 11 degrees 56 minutes 19 seconds WEST 1277.59 feet to a curve to the left having a radius of 2808.41 feet and a chord bearing NORTH 20 degrees 38 minutes 27 seconds WEST 849.83 feet; thence Northwesterly along said curve 853.11 feet; thence NORTH 29 degrees 20 minutes 35 seconds WEST 565.07 feet to a curve to the left having a radius of 428.30 and a chord bearing NORTH 40 degrees 28 minutes 45 seconds WEST 165.44 feet; thence Northwesterly along said curve 166.49 feet to a point on the East Right-of-Way of Rogers Street; thence along said East Right-of-Way NORTH 00 degrees 07 minutes 51 seconds WEST 263.87 feet; thence along the Easterly Right-of-Way of the Indiana Railroad the following (6) courses (1) SOUTH 29 degrees 28 minutes 54 seconds EAST 209.20 feet; (2) thence SOUTH 60 degrees 31 minutes 06 seconds WEST 15.00 feet; (3) thence SOUTH 29 degrees 28 minutes 54 seconds EAST 500.00 feet; (4) thence NORTH 60 degrees 31 minutes 06 seconds EAST 15.00 feet; (5) thence SOUTH 29 degrees 28 minutes 54 seconds EAST 183.70 feet; (6) thence SOUTH 88 degrees 16 minutes 03 seconds EAST 206.81 feet to the West Right-of-Way of the CSX Railroad; thence along said West Right-of-Way Southeasterly along a curve having a radius bearing SOUTH 88 degrees 49 minutes 08 seconds EAST 2835.44 feet and a chord bearing SOUTH 07 degrees 29 minutes 05 seconds EAST 854.42 feet; thence Southeasterly along said curve 857.69 feet; thence SOUTH 12 degrees 04 minutes 41 seconds EAST 1462.20 feet; thence SOUTH 77 degrees 51 minutes 15 seconds WEST 86.60 feet to the Point of Beginning containing 7.43 acres, more or less.

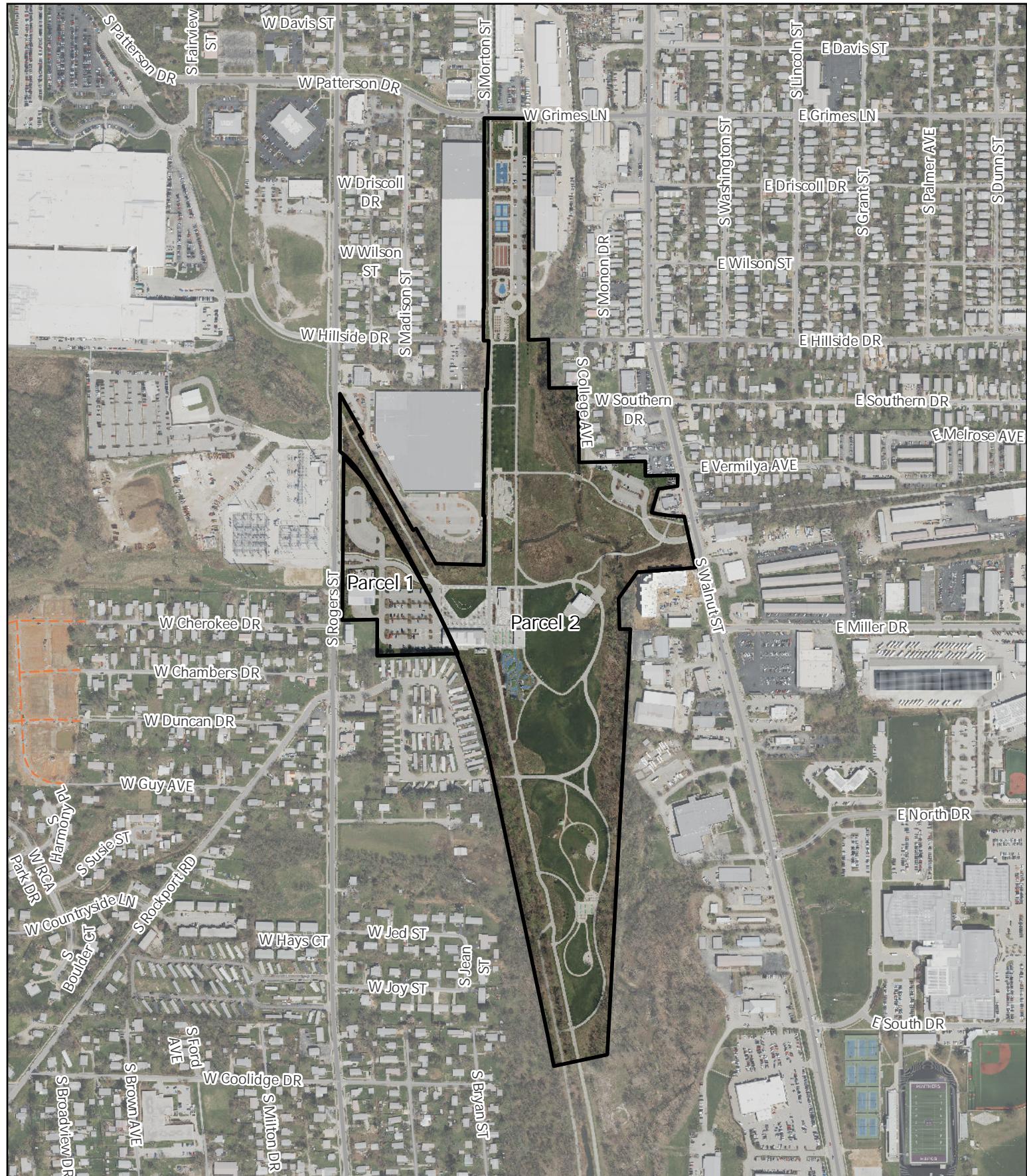
No subdivision is required for this transaction under section 20.06.060(a)(2)(B) of the Bloomington Unified Development Ordinance: the exchange of land between owners of adjacent property provided that such exchange does not serve to reduce lot area or other dimensions below required minimums.

Sincerely,



Eric Greulich
Senior Zoning Planner
City of Bloomington Planning and Transportation Department







STAFF REPORT

A19 Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: **Board of Park Commissioners**
FROM: **Heidi Shoemaker, Natural Resources Coordinator**
DATE: **February 19, 2026**
SUBJECT: **Agreement with Aquatic Control for aquatic vegetation management at Miller-Showers Park**

Recommendation

Staff recommends the approval of this contract with Aquatic Control to provide vegetation management services for nuisance aquatic vegetation in the retention ponds at Miller-Showers Park.

Total amount of contract: \$5000

Funding source: 2204-18-189500-53990

Background

Miller-Showers Park underwent a significant facelift, from 2001 - 2004, that transformed the nine acre area from an often flooded and little-used strip of land to a state-of-the-art stormwater retention facility and beautiful gateway to the city of Bloomington. The Park's three large holding ponds retain stormwater that drains from more than 170 acres of downtown Bloomington.

Due to excessive nutrient input from this urban watershed, Miller-Showers Park suffers from over growth of nuisance aquatic vegetation that is both unsightly and detrimental to the overall water quality of the ponds. Aquatic Control will perform Clean Lake Maintenance Program activities on the three (3) open ponds at Miller-Showers Park to manage this nuisance aquatic vegetation. This includes biweekly inspections and treatment as needed, April through September and additional treatments for duckweed as needed.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Heidi Shoemaker". It is written in a cursive style with a large, oval-shaped flourish at the end of the signature.

Heidi Shoemaker, Natural Resources Coordinator

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

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 30th day of September 2026.
 - c. Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Five Thousand (\$5000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all

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

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
5. **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	Aquatic Control
Attn: Heidi Shoemaker, Project Manager	Attn: Barbie Huber
401 N. Morton St. Suite 250	PO Box 100
Bloomington, IN 47404	Seymour, IN 47274
Heidi.shoemaker@bloomington.in.gov	E-mail: BarbieH@aquaticcontrol.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 AQUATIC CONTROL, INC”

CITY OF BLOOMINGTON
BY:

Kathleen Mills, Chair
Board of Park Commissioners

DATED

Tim Street, Director

DATED

AQUATIC CONTROL, INC
BY:

Signature

DATED

Printed Name

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Program to include a biweekly (every other week) inspection of 3 ponds with treatment as necessary to maintain acceptable control of nuisance vegetation during the contract period: April through September, 2026. All materials used in this program will be registered, or exempt from registration, with the U.S. E.P.A. and State Regulatory Agencies and all applicators will be certified. Some restrictions on use of water may be necessary with weed treatments. Nuisance vegetation for terms of this contract includes filamentous algae which is visible from the surface or are interfering with the client use of the lake. Emergent vegetation will be controlled only if requested by the client prior to entering into contract. Control of duckweed/watermeal may require application of alternative herbicides and will incur additional charges with approval from client. Must have permit from IDNR before treatments can begin. A maximum of 6 flumioxazin applications for duckweed control can be completed for an additional \$175 per pond per treatment.

EXHIBIT “B”

PROJECT SCHEDULE

Clean Lakes Maintenance Program services will be performed biweekly April– September 2026. Additional treatments for duckweed will be requested as needed.

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

A20 Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: Board of Park Commissioners
FROM: Amy Leyenbeck, Operations Coordinator
DATE: February 19, 2026
SUBJECT: Griffy Lake Restroom service for 2026

Recommendation

Staff recommends approving the contract with A&A Quickpump for service to Griffy Lake Restrooms not to exceed \$1,850, funding source: 2204-18-184000-53920.

Background

Griffy Lake Restrooms are cleaned once per week on Wednesdays during their open season. In the past it has been difficult for management to confirm when service has taken place. A&A Quickpump offers an instant email notification that confirms service, and they have been providing excellent service at the other location we are utilizing their services.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Amy Leyenbeck".

Amy Leyenbeck, Operations Coordinator

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

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Parks and Recreation Department (“Department”), by its Board of Park Commissioners (“Board”) (collectively the “City”), and MB Softwash DBA A&A Quickpump (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit A** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way.
 - d. Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed one thousand, eight hundred and fifty (\$1,850.00) Dollars. Contractor shall submit an invoice to the City upon the

completion of all Services. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator, City of Bloomington, amy.leyenbeck@bloomington.in.gov, P.O. Box 848, Bloomington IN 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:	TO CONTRACTOR:
City of Bloomington	MB Softwash DBA A&A Quickpump
Attn: Amy Leyenbeck, Operations Coordinator	Attn: Matthew Bell, Owner
Email: amy.leyenbeck@bloomington.in.gov	E-mail: aaquickpump@gmail.com

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

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

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

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

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

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

[Signatures are on the following page.]

**Signatures on this page are associated with the “AGREEMENT FOR SERVICES between
The City of Bloomington Parks and Recreation Department and MB Softwash DBA A&A
Quickpump.”**

CITY OF BLOOMINGTON

MB Softwash DBA A&A Quickpump

BY:

BY:

Kathleen Mills, Chair
Board of Park Commissioners

DATED

Signature

DATED

Tim Street, Director

DATED

Printed Name

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: A&A Quick Pump will service (empty) 2 pit toilets at Griffy Park for the 2026 service year for \$50/week.

EXHIBIT “B”

PROJECT SCHEDULE

A&A Quick pump will service pit toilets once a week on Wednesdays beginning Wednesday March 3, 2026 and ending Wednesday October 28, 2026, and then two additional visits in November.

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

A21 Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: Board of Park Commissioners
FROM: Haskell Smith Urban Forester
DATE: February 19th 2026
SUBJECT: Addendum to Agreement with Bluestone Tree for Storm Resilience Pruning

Recommendation

Staff recommends the approval of this Addendum with Bluestone Tree LLC for pruning of various moderate to high risk tree along our priority routes throughout Bloomington. Due to various issues throughout the last year, the contract was unable to be completed within the originally agreed upon timeline. No other changes have been made to the agreement.

Contract not to exceed: \$25,000

Funding Source: Line TBD – Federal Grant Award

Background

In 2021 my predecessor acquired a matching grant from the Indiana DNR CUF office to pursue a “Storm Response Plan”, after receiving the finished document in 2022 I began implementing the outlined steps suggested in this document, one of them being pruning along priority streets to reduce the amount of damage cause during storm events along priority routes. In 2023 we awarded a Federal IRA grant to do just that, over the course of 4 years.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Haskell Smith".

Haskell Smith, Urban Forester

ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE TREE LLC
FOR
PHASE ONE OF THE STORM RESILIENCE PRUNING PROJECT
(Entered in this _____ day of _____, 2026)

WHEREAS, in November of 2024 the City of Bloomington Department of Parks and Recreation (the “Department”) and Bluestone Tree LLC. (“Consultant”) entered into an Agreement for tree pruning services; and

WHEREAS, the Department wishes to extend the agreement length of time to April 1st 2026; and

WHEREAS, the Department wishes to have this agreement extended; and

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

NOW, THEREFORE, the parties hereto mutually agree as follows:

Article 1.0 Scope of Services:

Contractor shall complete the Services required under this Agreement on or before April 1st, 2026, unless the parties mutually agree to a later completion date.

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

CITY OF BLOOMINGTON

BLUESTONE TREE LLC

Tim Street, Director
Parks and Recreation Department

Signature

Kathleen Mills, Park Board President
Board of Park Commissioners

Name, Title



STAFF REPORT

B1 Agenda item

Admin. Approval: TS
Date: 2/19/2026

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: February 19, 2026
SUBJECT: BRAVO AWARD – David Skirvin

Recommendation

Staff recommends David Skirvin for the February Bravo Award.

Background

The Parks and Recreation Department gratefully acknowledges 23 years of dedicated service to the Bloomington Parks Foundation by David Skirvin, recognized with the February Bravo Award.

In 2002, David was invited to volunteer with the Bloomington Parks Foundation by long-time Board of Park Commissioners member Les Coyne. David had recently retired from Indiana University after nearly 35 years of service, and his recruiters recognized his strong interest in parks and recreation, as well as his skills in logistics and organization, which made him an ideal candidate for the Foundation.

David joined the Foundation Board in 2002 and remained actively involved for more than two decades, including service as President in 2024 and as Past President in 2025.

Reflecting on his time with the Foundation, David shared, “When you are on a board, you tend to get wrapped up in the challenges instead of the accomplishments. But we are a good board and a great organization, and we serve a fantastic purpose. The Bloomington Parks Foundation’s successes and highlights are reflective of the overall success of the Parks and Recreation Department in Bloomington.”

The Parks and Recreation Department has benefitted greatly from David’s longstanding commitment to the Bloomington Parks Foundation. His passion for parks, along with his behind-the-scenes dedication to strengthening operations—what David describes as “dotting the I’s and crossing the T’s”—has helped make the Foundation more efficient and effective.

We are deeply grateful for the service of all Bloomington Parks Foundation volunteers, and especially for David Skirvin’s years of leadership, dedication, and support of parks and recreation in Bloomington.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Julie Ramey".

Julie Ramey, Community Relations Manager

January 2025



STAFF REPORT

B2

Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: **Board of Park Commissioners**
FROM: **Grace Olsen, Recreation Services Intern**
DATE: **February 19, 2026**
SUBJECT: **Staff Introduction- Recreation Services Intern**

Recommendation

Grace Olsen is the Recreation Services Intern for the current semester.

Background

My name is Grace Olsen and I am the new intern in the Recreation Services Department. I am also a senior at Indiana University finishing up my degree in Parks, Recreation, and the Outdoors, where I developed a strong passion for outdoor recreation, conservation, and community engagement. Growing up in Michigan, I would frequently take trips to the Upper Peninsula where I found my love for hiking, camping, and exploring the environment around me. I am enthusiastic about the opportunity to apply what I have learned through my coursework and hands-on experience to support Bloomington Parks and Recreations mission.

Through my studies at IU, I have gained valuable knowledge in several areas such as event planning, ecosystem management, resource development and fundraising, and many more. As I am exploring career opportunities post-graduation, I am excited about the variety of learning experiences coming my way to prepare me for a life in the field of parks and recreation.

My time here so far has been truly inspiring and I am very excited to be a member of the team! I'm looking forward to continuing this journey and contributing to the enrichment of the community through recreational opportunities and environmental stewardship.

RESPECTFULLY SUBMITTED,

Grace Olsen, Recreation Services Intern



STAFF REPORT

C2

Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: **Board of Park Commissioners**
FROM: **Leslie Brinson, Recreation Division Director**
DATE: **February 19, 2026**
SUBJECT: **Partnership/Grant Agreement with Area 10 on Aging for Endwright East**

Recommendation

Staff recommends the approval of the partnership/grant agreement with Area 10 on Aging for Endwright East Active Living Community Center. The funding source for this is the Parks General Fund (2204-18-181000-53990) in the amount of \$20,000.

Background

Due to the continued popularity, community support and senior participation, the department would like to continue support of the Area 10 Endwright East Active Living Community Center. Our funding helps support the daily operations of this center, located in College Mall. Endwright East is open Tuesday – Thursday from 11:00am-3:00pm and includes a daily lunch option. The center continues to see consistent and promising numbers in both the membership and class participations at this location. Parks staff and Area 10 staff work closely on some joint programming and marketing of events that have similar demographics. Currently we are hosting a walking program that takes place three days a week and are looking to increase our health and wellness opportunities at the center.

Lunch Meals Served in 2025 (December not included) = 2463

18 different programming options including: Strength, Balance and Flexibility (3093)/ Walking (13430/ Euchre, Bridge & Mahjong (1631)

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Leslie Brinson".

Leslie Brinson, Recreation Division Director

**PARTNERSHIP AGREEMENT BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION
AND
AREA 10 AGENCY ON AGING**

This Agreement, made and entered into this _____ day of _____, 2026 by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Area 10 Agency on Aging (“Area 10”).

WITNESSETH:

WHEREAS, BPRD is committed to offering and promoting recreational services to Bloomington senior citizens; and

WHEREAS, BPRD may from time to time develop partnerships with non-City organizations in order to promote such recreational services; and

WHEREAS, Area 10 is qualified to offer programming and services for senior citizens at the Endwright East Active Living Community Center; and

WHEREAS, BPRD has partnered with Area 10 since 2019 to assist Area 10 in carrying out its mission, and the parties desire to continue their partnership; and

WHEREAS, it is in the public interest that such partnership continue;

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

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline a program partnership, which will provide recreational services for senior citizens at Endwright East Active Living Community Center.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from February ___, 2026 – January 31, 2027, unless early termination occurs as described in paragraph 9, below.

3. FUNDING

BPRD agrees to provide funding to Area 10 twenty thousand dollars (\$20,000) annually to be used exclusively for activities described below in paragraphs 4 and 5, and subject to the terms of this Agreement.

4. AREA 10 ENDWRIGHT EAST ACTIVE LIVING COMMUNITY CENTER RESPONSIBILITIES

The goal of Endwright East is to provide supportive community space for older adults with quality programming and social engagement.

a. Programming:

1. Serve as the location (College Mall) for Endwright East Tuesdays through Thursdays 11am – 3pm February 2026 through January 2027.
2. Provide program administration and on-site supervision for all operations.
3. Seek grant funding for the continuation and growth of Endwright East programs.
4. Coordinate health, wellness, and social programming in response to members' interests.
5. Maintain the authority to manage activities and to collect and retain fees as necessary to maintain facility operations.

b. Facilities Management:

1. Facility maintenance shall be done on a daily basis in order to provide a clean, safe, and presentable facility for participants.

c. Training/Staff: Area 10 shall provide qualified staff at all functions.

1. Area 10 will ensure that Area 10 staff are present at all Endwright East functions and during all drop-in hours at the facility.
2. Area 10 will train and supervise volunteer staff for programming and operations.
3. All staff shall be certified in CPR and Community First Aid. BPRD will provide resources to assist in certifying staff.

5. BLOOMINGTON PARKS AND RECREATION RESPONSIBILITIES

The goal of BPRD is to provide recreational activities for senior citizens. BPRD agrees to provide:

a. Operational Assistance:

1. Include programming and offerings in the department's seasonal program guide.

2. The COB Commission on Aging agrees to develop and support a scholarship fund to support any senior's participation in the low-cost wellness programming if senior is unable to afford the fee.

b. Payments:

1. BPRD shall pay Area 10 up to the amount of Twenty Thousand Dollars (\$20,000) during the term of this Agreement.
2. Payments shall be made annually during the first quarter.
3. Area 10 shall invoice BPRD within 30 days of the approval of this agreement. Invoice shall include projected expenses and revenue categories for the year. A report of financial records from the previous year will also be included.

6. TERMS MUTUALLY AGREED TO BY ALL PARTNERS TO THIS AGREEMENT

- a. The intent of this Agreement is to document a grant partnership agreement between Area 10 and the Bloomington Parks and Recreation Department.
- b. 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.
- c. All marketing and public relations information shall designate Area 10 Endwright East programs as a partnership between Area 10 and Bloomington Parks and Recreation Department, followed by a listing of its collaborators (e.g. IU Health Bloomington), and ending with recognition of sponsors and/or grantors.
- d. Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, Area 10 shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Area 10 fulfills this requirement through its co-employer relationship with WorkSmart, who complies with E-Verify requirements. The Contractor is not required to continue this verification if the E-Verify program no longer exists. The Contractor shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.

7. INSURANCE

Area 10 shall furnish Parks with a certificate of insurance upon execution of this partnership Agreement. Area 10 shall maintain commercial 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 Area 10 as insured parties. Area 10 and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

8. NOTICE AND AGREEMENT REPRESENTATIVES

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

Area 10 Agency on Aging
Chris Myers, Executive Director
631 W. Edgewood Dr.
Ellettsville, IN 47401
(812) 935-2503

Bloomington Parks and Recreation
Tim Street, Administrator
401 N. Morton, Suite 250
Bloomington, IN 47402
(812) 349-3711

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

Area 10 Agency on Aging
Amy Guerrettaz, Endwright Center
631 W. Edgewood Dr.
Ellettsville, IN 47401
(812) 935-2582

Bloomington Parks and Recreation
Leslie Brinson, Recreation Director
401 N. Morton, Suite 250
Bloomington, IN 47402
(812) 349-3713

8. 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.

9. TERMINATION

Either BPRD or Area 10 may terminate this Agreement upon giving written notice of the intention to do so to the other one (1) month prior to the intended date of termination.

The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Area 10 of any such termination and the reasons therefor in writing.

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

BLOOMINGTON PARKS AND
RECREATION DEPARTMENT

Area 10 Agency on Aging

Chris Myers, Executive Director

Margie Rice, Corporation Counsel

Tim Street, Director

Kathleen Mills, President
Board of Park Commissioners

EXHIBIT "A"

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

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

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

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

Signature

Printed name



STAFF REPORT

C3

Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: **Board of Park Commissioners**
FROM: **Hsiung Marler, Recreation Facilities General Manager**
DATE: **February 19, 2026**
SUBJECT: **Convergint Technologies, LLC – IT Replacement of Security Cameras at Switchyard Park**

Recommendation

Staff recommends the Park Board approves the contract with Convergint Technologies, LLC for the repair and replacement of parts for the CCTV security system at Switchyard Park. The City of Bloomington ITS Department conducted the Request for Proposal process.

Total amount of contract: \$68,896

Funding source: ARPA 2402-06-G21005-53990

Vendor name: 9955 - DG Investment Intermediate Holdings 2, INC dba Convergint Technologies LLC

Background

The CCTV system at Switchyard Park was installed in 2019 with 55 cameras, under the direction of the City of Bloomington ITS Department. Due to environmental exposure and component failures over time, 38 cameras are currently non-functional. This project aims to restore full functionality, improve reliability, and modernize the infrastructure with vendor support and collaboration with the City of Bloomington ITS Department.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Hsiung Marler".

Hsiung Marler, Recreation Facilities General Manager

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
CONVERGINT TECHNOLOGIES, 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 DG INVESTMENT INTERMEDIATE HOLDINGS 2, INC DBA CONVERGINT TECHNOLOGIES LLC (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 1st day of December, 2026.
 - c. Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way.
 - d. Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed SIXTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS AND TWENTY-FOUR CENTS (\$68,895.24). Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: HSIUNG MARLER City of Bloomington, at marlerh@bloomington.in.gov Invoices may be sent via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:	TO CONTRACTOR:
City of Bloomington	Convergint Technologies, LLC
Attn: Hsiung Marler , Project Manager	Attn: Mike Henderson
	General Manager
	E-mail: Mike.D.Henderson@convergint.com

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

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

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

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

26. 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 Convergint Technologies, LLC.”

CITY OF BLOOMINGTON

BY:

Kathleen Mills, Chair
Board of Park Commissioners

DATED

Tim Street, Director

DATED

Margie Rice, Corporation Counsel

DATED

**CONVERGINT TECHNOLOGIES,
LLC**

BY:

Signature

DATED

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following scope of work as described in the Request for Proposal; filename “RFP Switchyard Park CCTV System Restoration Project.pdf.

1. Site Location and Information
1601 S Rogers St, Bloomington, IN 47403
Website - <https://switchyardpark.com/>
2. Existing Equipment and Infrastructure Overview
 - 49 SISTP1040-342-LRT Switches
 - 64 Low Voltage PoE Injectors (12–24V DC)
 - 55 Hanwha Techwin PNM-9000VQ Cameras
 - 64 Cisco Fluidmesh 1200 VOLO Radios
 - 49 48VDC@2.5A DIN Rail Power Supplies
 - 50 External Steel Enclosures
 - 10 Gbps Single-Mode SFP Fiber Modules
3. Detailed Tasks
 - Inspect and diagnose 38 non-functioning cameras
 - Identify and replace defective switches, power supplies, and PoE injectors
 - Provide cost proposals for:
 - a. 35 replacement switches (SISTP1040-342-LRT)
 - b. 26 replacement power supplies (48VDC@2.5A DIN Rail)
 - Labor estimate to:
 - a. Review, troubleshoot, replace, and verify the 38 non-functioning cameras. The majority of these non-functioning cameras are completely down, but approximately 11 of them have intermittent problems, most likely due to power. Identify the root cause for each camera.
 - b. Inspect 17 operational cameras for pre-failure conditions
 - Restore system connection via Milestone XProtect 2022 server and confirm firmware compatibility with Milestone XProtect 2022.
 - Vendors must verify that all replacement hardware is fully compatible with the Milestone XProtect platform. Firmware on all installed components must be updated to the latest stable version to ensure system currency upon project completion.
 - Assist with the creation of up to five custom camera profiles in the Milestone Client
 - Provide project updates and coordinate with City ITS for progress tracking
 - Submit change orders with itemized quotes when needed. Change orders must be pre-approved and itemized to avoid scope creep.
 - Final documentation:
 - a. Confirmation of restored camera functionality
 - b. Updated naming schemes (in coordination with ITS)
 - c. Updated topology map as an accessible PDF

EXHIBIT “B”

PROJECT SCHEDULE

Project to be completed no later than December 1, 2026.

EXHIBIT “C”

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

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

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

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

Signature

Printed name



STAFF REPORT

C4

Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: **Board of Park Commissioners**
FROM: **Kevin Terrell, Program and Facility Coordinator**
DATE: **February 19, 2026**
SUBJECT: **Contract Addendum with Lithko Restoration Technologies for the Banneker Steps Project**

Recommendation

Staff recommends the addendum to the original contract with Lithko Restoration Technologies for the ongoing Banneker Steps Project, for the additional amount of \$12,250. This is in addition to the original approved amount of \$68,915, approved in September of 2025.

Funding sources: 2211-18-G24027-53990
2211-18-187500-54310

The IDNR grant obtained through the Division of Historic Preservation and Archeology will cover \$30,000 of this project, with the remaining balance being covered by the Banneker Community Center Non Reverting Fund.

Background

This contract addendum adds \$12,250 to the original contract agreed on with "Lithko Restoration Technologies" for the replacement and refurbishing of the historic Banneker Community Center Limestone steps, in accordance with the guidelines of the IDNR and with the Division of Historic Preservation and Archeology. This additional funding is needed based on the recommendations of LRT and with the approval of Doug Bruce, who is the approved Principal Investigator on this project after careful inspection of the steps after the initial demolition. They will fill the existing limestone blocks with grout, form and pour concrete underneath the first steps, under one block, and under the landing, replace 23 CMU blocks in the support walls under the steps and landing, and fill the space between the limestone blocks and CMU on each side. This additional support should make these steps safer and sturdier, while staying within the spirit of the historic nature of the building.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "K. Terrell".

Kevin Terrell, Program and Facility Coordinator, Banneker Community Center

March 2025

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
Lithko Restoration Technologies, LLC
FOR
The Banneker Steps Project**

(Entered in this _____ day of _____, 2026)

WHEREAS, in July 2020 the City of Bloomington Department of Parks and Recreation (the “Department”) and Lithko Restoration Technologies, LLC (“Contractor”) entered into an Agreement to inspect, repair/replace the historic front steps at the Banneker Community Center

WHEREAS, the Department wishes to increase the contract compensation amount for the extra work required to be completed; and

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

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

WHEREAS, pursuant to said Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Article 4. Compensation: To amend the Agreement to reflect an additional charge of not to exceed twelve thousand two hundred fifty dollars, bringing the total not-to-exceed contract amount to eighty one thousand one hundred sixty five dollars. (\$81,165)

Article 6. Schedule: The schedule for services set forth in the original approved contract will remain the same as in the original agreement. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties. The expiration date of this contract shall be May 1, 2026.

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

CITY OF BLOOMINGTON

Tim Street, Director
Parks and Recreation Department

Lithko Restoration Technologies, LLC

Signature

Kathleen Mills, Park Board President
Board of Park Commissioners

Name, Title

Margie Rice, Corporation Counsel

**CHANGE
ORDER**

Kevin Terrell

AIA DOCUMENT G701

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: 16514 Banneker Community Center Front Steps

CHANGE ORDER NUMBER:

1

DATE: 1/22/2026

PROJECT NO.: 16514

TO CONTRACTOR:

CONTRACT DATE: 9/30/2025

Lithko Restoration Technologies LLC

The Contract is changed as follows:

1. Core fill existing limestone blocks that remain with grout
2. Form and pour concrete under first step, under one block & under landing
3. Replace 23 cmu block in support walls under steps and landing
4. Fill space between limestone blocks and CMU on each side

Not valid until signed by the Owner & Architect/Engineer

The original Contract Sum was	<u>\$68,915.00</u>
Net change by previously authorized Change orders	<u>\$0</u>
The Contract Sum prior to this Change order was	<u>\$68,915.00</u>
The Contract Sum will be increased by this Change Order in the amount of	<u>\$12,250.00</u>
The new Contract Sum including this Change order will be	<u>\$81,165.00</u>

E: This summary reflects changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Architect/Engineer_____
City of Bloomington Parks and Recreation

OWNER

930 W 7th Street Bloomington Indiana

Address_____
BY_____
DATE_____
1/28/2026

BACKGROUND INFORMATION AND RECOMMENDATIONS OF ADDENDUM

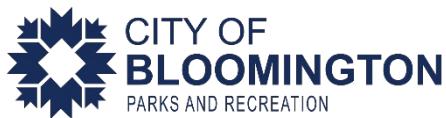
The need for additional funding for this Banneker Steps Project at this time was anticipated by Parks staff, based on what might be found in the foundation within the structure itself once the project began and demolition of the existing steps were to take place. Safety for the public, the long term viability of the steps themselves, and keeping the historic appearance and vision of the structure itself are all factors that have been considered in the recommendations for this project.

In this case, upon inspection of the steps and overall structure of them, LRT has recommended, and City of Bloomington Parks and Recreation agrees, that the following measures be taken to supplement the work already having been agreed to:

1. Core fill the existing limestone blocks that remain with grout.
2. Form and pour concrete under the first step, under one block, and under the landing.
3. Replace 23 CMU block in the support walls under the steps and landing.
4. Fill space between the limestone blocks and CMU on each side.
5. All of these items will make the steps sturdier, stronger, and safer in the future by helping support the additional weight from the newly installed steps.







STAFF REPORT

C5

Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: February 19th 2026
SUBJECT: Partnership Agreement with Bloomington Community Orchard

Recommendation

Staff recommends approval of agreement with Bloomington Community orchard for continued use of City Parks and Recreation property and cooperative program partnership through 2030. Slight updates we made in this iteration including language on the fencing, and BCO's desire to build an educational shelter.

Background

Bloomington Community Orchard has been operating on the Winslow Woods property with cooperative programs with the City of Bloomington Parks and Recreation. This partnership will continue this successful cooperation between Parks and the Community Orchard by allowing continued usage of this property for the orchard and its educational programing. The Bloomington Community Orchard's use of this property gives greater access to the Bloomington community to fresh fruits and knowledge on how to cultivate these plants.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Haskell Smith".

Haskell Smith, Urban Forester



**PARTNERSHIP AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BLOOMINGTON COMMUNITY ORCHARD, CO.**

This agreement is made and entered into this _____ day of _____ 2026, by and between the Bloomington Parks and Recreation Department, ("BPRD") and, Bloomington Community Orchard, Co ("BCO").

WHEREAS, Bloomington Community Orchard, Co. desires to cooperate in the maintenance, development, and operation of a community orchard, herein known as the "Orchard", at 2120 S Highland Avenue in Winslow Woods Park; and

WHEREAS, the Bloomington Community Orchard, Co. is qualified to perform such services with BPRD; and

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

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

- 1. Purpose of the Agreement.** The purpose of this Agreement is to outline a program partnership to manage the Orchard as a community orchard at Winslow Woods Park that will provide fruit-growing and sharing experiences for community members, produce food to be distributed to community members, and provide a venue for free educational classes. The Orchard is a publicly-owned, volunteer-maintained fruit growing public space. The Orchard comprises an area approximately one acre in size, located south of the Willie Streeter Community Gardens and the playground in Winslow Woods Park.
- 2. Duration of Agreement.** This Agreement shall be in full force and effect from the date both parties sign this Contractual Agreement until December 31, 2030, unless terminated in accordance with paragraph seven (7). The parties may agree in writing to renew or extend the term of the Agreement.
- 3. Bloomington Parks and Recreation Department:**
 - A. The goal of BPRD is to assist with the development and maintenance of the Orchard in cooperation with Bloomington Community Orchard, Co.
 - B. BPRD may agree to coordinate and assist Bloomington Community Orchard, Co. with certain purchases made by BCO for the Orchard, provided that all such purchases must be agreed upon

by BPRD in advance of the purchase. This section in no way obligates BPRD for any financial commitment in connection with any purchases for the Orchard on behalf of BCO.

- C. BPRD agrees to provide the site for the Orchard, including the fenced-in orchard; the compost area at the south-western boundary of the fenced orchard (“Compost Area”); and paths connecting Highland Ave. to the southwest gate by the compost area, and the path from the Winslow Woods shelter-house parking lot and playground to the Orchard's main/north-facing gate.
- D. BPRD will assist with mulch acquisition, wood chipping, and delivery of materials to the site when as agreed upon by both parties.
- E. BPRD agrees to mow the grass outside the fenced area of the Orchard.
- F. BPRD agrees to promote the Orchard in its Program Guide, the City of Bloomington Volunteer Network list-serve, and other appropriate venues. BPRD will promote the BCO free classes on Orchard Management and other topics in the Parks Program Guide and other promotional channels, such as BPRD social media pages.
- G. BPRD agrees to provide one staff person to participate in meetings related to this Agreement.

4. Bloomington Community Orchard:

- A. The goal of BCO is to enrich communities through growing and sharing fruit.
- B. BCO agrees to oversee and maintain the Orchard and its site, including the Compost Area and the paths between the fenced area and the Compost Area. BCO agrees to maintain an aesthetically-pleasing and sustainable design for the Orchard, maintain Orchard plantings, and assist with educational programs on-site and in other community locations.
- C. BCO may construct and install a shelter to be used as an outdoor classroom within the approved project area, subject to all applicable laws, codes, and City requirements. BCO shall submit shelter and fence design plans and proposed location to BPRD for review and approval prior to construction or installation. No work shall begin until written approval is granted. BCO shall be solely responsible for securing all required permits, licenses, and approvals related to the design, construction, and installation of the shelter. BCO shall purchase and provide all materials, equipment, tools, and labor necessary for construction and installation, at no cost to the City.
- D. BCO shall be responsible for the ongoing maintenance, repair, and general upkeep of the shelter, shed, and fence surrounding the orchard, including future repairs or replacement as needed, for the duration of this agreement, at no cost to the City.
- E. BCO agrees to plan for distribution of the fruit harvested from the Orchard to local non-profits.
- F. The BCO will offer free classes on orchard management and pay the instructors for these classes directly.
- G. The BCO will provide a logo and web link to include in the BPRD seasonal program guide.
- H. BCO agrees to enlist, educate, and manage volunteers who will maintain and develop the Orchard and its site.
- I. BCO agrees to maintain financial records related to the Orchard.
- J. In the event the partnership agreement is terminated, dissolved, or BCO ceases use of the space, ownership of the shelter, shed, and fence shall transfer to and become the property of BPRD. BCO will be responsible for removal of any remaining contents at the Orchard within one month of termination or expiration of this Agreement. If BCO does not remove contents in a timely

manner upon termination or expiration of this Agreement, the contents shall become property of BPRD.

K. BCO agrees to provide one BCO board member to participate in meetings related to this Agreement.

5. Rules and Regulations. The intent of this agreement is to document a mutually-beneficial partnership between BPRD and BCO.

- I. The staff and personnel involved will at all times represent both parties in this agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- II. The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.
- III. Municipal code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside City of Bloomington facilities, and the consumption of alcoholic beverages on City of Bloomington property.

6. Indemnification. The BCO hereby agrees to indemnify, defend, and hold harmless BPRD against any and all liability in connection with the BCO's activities related to this partnership agreement and/or the BCO's operation of the Orchard, including the activities of its successors, agents, employees, contractors, or assigns, including, but not limited to, liability for bodily injury and/or damage to the property of any person, even if caused by negligence of releasee.

7. Insurance. The BCO will furnish the City of Bloomington with a certificate of insurance upon execution of this Agreement. The BCO shall maintain comprehensive commercial general liability insurance. Coverage shall be in the amount of one million dollars (\$1,000,000) for any one occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington as an additional insured party, and the BCO shall provide the City of Bloomington with a certificate of insurance prior to the commencement of operations under this Agreement. The BCO and its insurer shall notify the City of Bloomington within ten (10) days of any cancellation to the aforementioned insurance.

8. Termination. The parties may terminate this Agreement prior to December 31, 2030 by mutual written agreement. In the event that one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate this Agreement.

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

Bloomington Community Orchard, Co.

Josh David
812-360-8116
governance@bloomingtoncommunityorchard.org

Bloomington Parks and Recreation

Haskell Smith, Urban Forester
812-349-3716
smithh@bloomington.in.gov

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

Bloomington Community Orchard, Co.

Dani Ansaldo
2120 S. Highland Ave.
Bloomington, IN 47401
812-360-9517
operations@bloomingtoncommunityorchard.org

Bloomington Parks and Recreation

Haskell Smith, Urban Forester
401 N Morton Ave., Suite 250
Bloomington, IN 47403
812-349-3716
smithh@bloomington.in.gov

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

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

City of Bloomington

Tim Street, Director
Bloomington Parks and Recreation

Bloomington Community Orchard

Dani Ansaldo, Board Chair

Kathleen Mills, Park Board President
Board of Park Commissioners



STAFF REPORT

C6

Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: **Board of Park Commissioners**
FROM: **Joanna Sparks, Urban Greenspace Manager**
DATE: **February 19, 2026**
SUBJECT: **Addendum with Green Dragon Lawncare for 2026 mowing and trimming services**

Recommendation

Staff recommends approval of this contract addendum with Green Dragon Lawn Care, INC. for contractual mowing and trimming services at twenty (20) primary locations during 2026.

Amount: not to exceed \$108,405.00

Funding source: 2204-18-189500-53990

Background

This contract addendum is for mowing and trimming services in 2026 at twenty (20) Bloomington Parks and Recreation properties (see list of Primary Locations below). Green Dragon Lawn Care was awarded this contract in 2024 because they met all the qualifications in the RFQ packet and they were the lowest bidder for the Primary Locations in the RFQ. Also, their performance over the past ten years has been satisfactory and they have been responsive to feedback. For these reasons the contract is eligible for renewal.

Primary Mowing and Trimming Locations:

Banneker Community Center

Building Trades Park

Crestmont Park

Ferguson Dog Park

Frank Southern Ice Arena

Highland Village Park

Latimer Woods

Miller-Showers Park

Mills Pool

Park Ridge East Park

Park Ridge Park

Peoples Park

RCA Community Park

Rev. Ernest D. Butler Park

Schmalz Farm Park

Seminary Park

Southeast Park

Waldron, Hill, & Buskirk Park (includes BPD & AJB)

Winslow Sports Complex

Winslow Woods Park

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, Urban Greenspace Manager

March 2025

**CONTRACT RENEWAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND GREEN DRAGON LAWN CARE, INC.**

The City of Bloomington Department of Parks and Recreation (“Department”) and Green Dragon Lawn Care, Inc. (“Contractor”) wish to enter into this *Renewal Agreement Between the City Of Bloomington Parks And Recreation Department and Green Dragon Lawn Care, Inc.* (“Renewal Agreement”), and in support state:

- A. The Department and Contractor entered into their *Agreement Between the City of Bloomington Parks and Recreation Department and Green Dragon Lawn Care, Inc.* (“Agreement”) on or about February 27, 2024.
- B. Article 28 of the Agreement provides:

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

- C. The Agreement expires on December 31, 2025.
- D. The Department and Contractor both wish to renew the Agreement.

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

The Agreement, included as Exhibit A and incorporated into this Renewal Agreement by reference, is hereby renewed pursuant to Article 28. This is the 2nd renewal of the original contract. The terms and conditions of the Agreement shall remain unmodified with the exception that the termination date of the Agreement under Article 1 shall be renewed through and including December 31, 2026.

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

CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel

GREEN DRAGON LAWN CARE, INC.

Signature

Tim Street, Director
Parks and Recreation Department

Print Name and Title

Kathleen Mills, President,
Board of Park Commissioners
Form Revised 05/25

Exhibit A

DocuSign Envelope ID: 89BB395E-43EA-488E-AD3A-C36B51DEA65B



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel
FROM: Tim Street, Director
DATE: February 27, 2024
RE: GREEN DRAGON LAWNCCARE 2024 CONTRACTUAL MOWING OF PRIMARY LOCATIONS

Contract Recipient/Vendor Name:	Green Dragon Lawncare
Department Head Initials of Approval:	TS
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Division Director: Tim Street
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-115
Due Date For Signature:	Friday Before Park Board Meeting: 2/23/2024
Expiration Date of Contract:	12/31/2024
Renewal Date for Contract:	1/1/2025
Total Dollar Amount of Contract:	\$108,405.00
Funding Source:	200-18-289500-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	5187
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	YES
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	YES

Summary of Contract:

This contract is for mowing and trimming services in 2024 at twenty Bloomington Parks and Recreation properties (Primary Locations). Green Dragon Lawncare was awarded this contract because they met all the qualifications in the RFQ packet and they were the lowest bidder for the Primary Locations in the RFQ. Also, their performance over the past nine years has been satisfactory and they are very responsive to feedback.

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
GREEN DRAGON LAWNCARE, LLC
FOR
CONTRACTUAL MOWING SERVICES AT PRIMARY LOCATIONS**

This Agreement, entered into on this _____ day of _____ 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and GREEN DRAGON LAWNCARE, INC. ("Contractor").

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2024 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Eight Thousand Four Hundred Five Dollars and Zero Cents (\$108,405.00). 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. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Joanna Sparks
City of Bloomington Parks and Recreation
401 North Morton Street, Suite #250
Bloomington, IN 47402

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds

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

Article 6. Schedule

Contractor shall perform the Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Contractor cannot and

does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department 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 Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Contractor.

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation	Green Dragon Lawncare, INC.
Attn: Joanna Sparks	Attn: Brian Obery
401 North Morton Street, Suite #250	PO Box 296
Bloomington, IN 47402	Clear Creek, IN 47426

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

Article 25. Intent to be Bound

The Department and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification

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

Article 27. Non-Collusion

Contractor is required to certify 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. Contractor shall sign an affidavit, attached hereto as Exhibit D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

Article 28. Option for Renewal

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

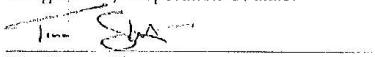
Article 29. Living Wage Ordinance. Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form of the covered employer's contribution to health insurance available to the covered employee. Contractor is determined to be a covered employer under the LWO, and shall execute the Living Wage Ordinance Affidavit, attached as Exhibit E; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

The Parties have effectuated this Agreement by executing it on the day and year first written above.

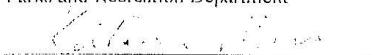
CITY OF BLOOMINGTON

 Margie Rice

Form 500-2021
Margie Rice, Corporation Counsel

 Tim Street, Director

Parks and Recreation Department

 Kathleen Mills, President,
Board of Park Commissioners

Green Dragon Lawncare, INC.

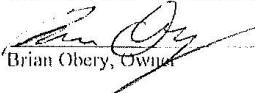
 Brian Oberly, Owner

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Primary Mowing and Trimming Locations:

Banneker Community Center
Building and Trades Park
Crestmont Park
Ferguson Dog Park
Frank Southern Ice Arena
Highland Village Park
Latimer Woods
Miller-Showers Park
Mills Pool
Park Ridge East Park
Park Ridge Park
Peoples Park
RCA Community Park
Rev. Ernest D. Butler Park
Schmalz Farm Park
Seminary Park
Southeast Park
Waldron, Hill, & Buskirk Park (includes BPD & AJB)
Winslow Sports Complex
Winslow Woods Park

Standard of Care:

A. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and woody debris (i.e., tree limbs, sticks, etc.) within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall immediately be collected and disposed of properly by the Contractor. All litter and woody debris collected in regard to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.
2. Typically, the amount of litter and woody debris is minimal, and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the Urban Greenspace Manager or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extent (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement is in question, the Urban Greenspace Manager or their designee will make the final determination.
4. Grass shall be cut to a height of three (3") to five (5") inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing.

5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All fences (chain link, wood, etc.) require complete removal of vegetation from beneath the fence line. *(Note: herbicide usage by the Contractor is prohibited (see #15).*
7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed immediately by the Contractor.
9. Contractor's equipment shall not be permitted in any landscaped/mulched beds or any non-turf areas of any type. This includes traversing the beds/areas while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be mechanically edged to remove any overgrowth of turf and/or weeds. *Note: herbicide usage by the Contractor is prohibited (see #15).* Timing is critical for this activity, as the parking lots fill up with vehicles at different times based on park activities. **Parking lot curbs and street edges are expected to be maintained regularly.**
11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the cutting required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on slopes or areas where damage to the turf might result. Work in these areas shall be rescheduled when dry conditions permit or be string-trimmed to prevent damage to the turf.
13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it and is not permitted.
14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.
15. No use of herbicides around playgrounds, swimming pools, shelters, or dog park enclosures will be permitted. *Requests to utilize herbicide in any other areas must be submitted in writing to the Urban Greenspace Manager or their designee and require a minimum of two weeks for review.* See Section 6 - the Bloomington Parks and Recreation Department IPM Plan for more information.
16. If the Contractor notices any vandalism or damage of any kind to turf, trees, bushes, or any amenity located in the park area or within the extent of any contractually mowed area, they shall be reported to the Urban Greenspace Manager or their designee, as soon as possible.
17. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the Urban Greenspace Manager, Urban Forester, or their designee.
18. Extreme caution is to be used when mowing and trimming around trees. Mower decks are to remain at least twelve (12") inches from the base of all trees. See Section G. Default for Unacceptable Conditions for more details on the consequences of tree damage.

B. Provision of Labor, Tools and Equipment.

The Contractor agrees to furnish and pay all necessary expenses for all labor, tools, and equipment in connection with the contracted work. The Contractor shall provide sufficient operators and equipment to ensure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupational Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc., shall be in good working order and shall not be removed or altered.

At any time during the term of the contract, the Urban Greenspace Manager, or their designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

C. Personnel

The Contractor's personnel shall, at all times, present a neat appearance and perform all mowing services in a safe manner and with courtesy to the recreating public. The Urban Greenspace Manager or their designee and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees to perform the work specified in this Agreement. The Contractor shall assume sole responsibility for their employees' performance and address any concerns promptly and to the satisfaction of the Urban Greenspace Manager or their designee.

Contractor shall have a competent person in charge of its work at all times to whom the Urban Greenspace Manager or their designee may issue directives and who shall accept and act upon such directives. It is the Contractor's responsibility to provide the Urban Greenspace Manager with current contact information for the person in charge of its work.

D. Safety

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50') feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws, and ordinances shall be strictly observed. The Urban Greenspace Manager or their designee will require the Contractor to immediately discontinue all hazardous work practices upon verbal or written notice.

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

E. Default for Unacceptable Conditions

Should an inspection by the Urban Greenspace Manager or their designee reveal that the Contractor's work results in any unacceptable maintenance condition:

1. The Urban Greenspace Manager or their designee, at the time of the first incident, shall call a meeting with the Contractor to review the concern.
2. Should a second unacceptable concern develop, a second meeting will be held and a written letter of warning documenting the concern issued.
3. A third unacceptable condition or a violation of the terms and conditions of the Agreement may result in termination of the Agreement.

In the event the City of Bloomington has to take action to correct an unacceptable condition, the cost incurred by the City will be deducted from any payments due to the Contractor. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense or reimburse the City for the cost of the repairs or replacement.

Any damage caused to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Each instance of damage as a result of the Contractor's negligence shall result in a penalty of seventy-five dollars (\$75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be paid in full in one of two ways: by reduction in the monthly contractual payment or payment to the Tree Fund. At the Contractor's request, the Urban Greenspace Manager will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor, Urban Greenspace Manager, and the Urban Forester would determine and document any damage that already exists prior to the Contractor beginning work.

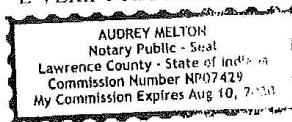
EXHIBIT B

“Project Schedule”

1. The time period for these services shall begin on or about April 1, 2024 and terminate on or about November 1, 2024.
2. Work performed by the Contractor shall involve approximately twenty-seven (27) weekly mowing cycles and approximately seven (7) monthly cycles during the Agreement.
3. Frequency of mowing cycles will be at the discretion of the Urban Greenspace Manager or their designee. Typically, they will be every seven (7) to ten (10) days, depending on weather conditions.
4. No guaranteed minimum or maximum number of mowing cycles is either stated or implied. At their discretion, the Urban Greenspace Manager or their designee, reserve the right to increase, suspend, or cancel any part of the mowing and trimming contract. The cancellations can be for a specific location or all locations.
5. The Contractor shall communicate with the Urban Greenspace Manager or their designee regarding hours, schedules, and any other conditions affecting the performance of the work.
6. The Contractor may perform the work at any time or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>
7. The Urban Greenspace Manager or their designee may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least 24 hours prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)
COUNTY OF Monroe)
)SS:



AFFIDAVIT

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

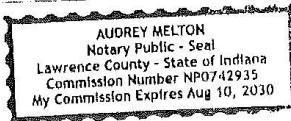
1. The undersigned is the PRESIDENT of GREEN DRAGON LAWN CARE
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
 - ii. is a subcontractor on a contract to provide services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


Signature

BRIAN OBERY

Printed Name

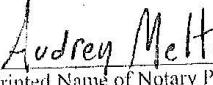
STATE OF INDIANA)
)
COUNTY OF Monroe)
)SS:



Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 31 day of January, 2024.

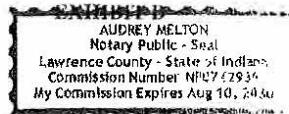

Notary Public's Signature

My Commission Expires: Aug. 10/2030


Printed Name of Notary Public

County of Residence: Lawrence

STATE OF Indiana)
COUNTY OF Monroe) SS:



NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to restrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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.

Dated this 31 day of JANUARY, 2024.

Contractor

By: BRIAN OBERY

GREEN DRAGON LAWN CARE

STATE OF Indiana)
COUNTY OF Monroe) SS:

Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 31 day of January, 2024.

Audrey Melton
Notary Public's Signature

My Commission Expires: Aug. 10/2030

Audrey Melton
Printed Name of Notary Public

County of Residence: Lawrence

EXHIBIT "E"
AFFIDAVIT THE LIVING WAGE ORDINANCE

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

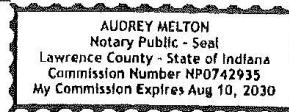
1. The undersigned is the Click here to enter text. of Click here to enter text.
(job title) (company *GREEN DRAGON* *GREEN DRAGON* name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: Click here to enter text.
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: Click here to enter text.
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature
Ge

Printed name

STATE OF INDIANA)
COUNTY OF *Monroe*) SS:
)



Before me, a Notary Public in and for said County and State, personally appeared Brian Oberly and acknowledged the execution of the foregoing this 29 day of February, 2024.

My Commission Expires: Aug, 10, 2030

County of Residence: Lawrence

Notary Public

Andy

Name Printed

NP03429

NOTES



STAFF REPORT

C7

Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: **Board of Park Commissioners**
FROM: **Joanna Sparks, Urban Greenspace Manager**
DATE: **February 19, 2026**
SUBJECT: **Addendum with 4 U Lawn & Landscape for Contract Mowing Services in 2026**

Recommendation

Staff recommends approval of this contract addendum with 4 U Lawn & Landscape, LLC for contractual mowing and trimming services at sixteen (16) alternate locations during 2026.

Amount: not to exceed \$23,085.00

Funding source: 2204-18-189500-53990

Background

This contract is for mowing and trimming services in 2026 at sixteen (16) Bloomington Parks and Recreation managed properties (see list of Alternate Locations below). 4 U Lawn and Landscape, LLC was awarded this contract because they met all the qualifications in the RFQ packet and they were the lowest bidder for the Alternate Locations in the RFQ. Their performance over the past year has been satisfactory and they have been responsive to feedback. For these reasons the contract is eligible for renewal.

4th Street & Dunn Street Parking Lot
6th Street & Lincoln Street
7th Street & Morton Street
College Mall Road & Moores Pike (NE Corner)
Dodds Street Triangle Median Islands (2)
Kirkwood Avenue & North Adams Street (SW corner)
McDoe Gardens
Patterson Drive
Polly Grimshaw Trail
South Sare Road and East Rhorer Road, NE corner
South Sare Road Medians (6)
South Sare Road (Eastside Wall)
South Sare Road (West Side Hill)
SR 46 Median Islands
West 8th Street, Adams Street, & Vernal Pike
Winslow Road, Rogers Road, High Street Roundabout

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Joanna Sparks".
Joanna Sparks, Urban Greenspace Manager

March 2025

**CONTRACT RENEWAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND 4 U LAWN & LANDSCAPE, LLC**

The City of Bloomington Department of Parks and Recreation (“Department”) and 4 U Lawn & Landscape, LLC (“Contractor”) wish to enter into this *Renewal Agreement Between the City Of Bloomington Parks And Recreation Department and 4 U Lawn & Landscape, LLC* (“Renewal Agreement”), and in support state:

- A. The Department and Contractor entered into their *Agreement Between the City of Bloomington Parks and Recreation Department and 4 U Lawn & Landscape, LLC* (“Agreement”) on or about February 27, 2024.
- B. Article 28 of the Agreement provides:

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

- C. The Agreement expires on December 31, 2025.
- D. The Department and Contractor both wish to renew the Agreement.

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

The Agreement, included as Exhibit A and incorporated into this Renewal Agreement by reference, is hereby renewed pursuant to Article 28. This is the 2nd renewal of the original contract. The terms and conditions of the Agreement shall remain unmodified with the exception that the termination date of the Agreement under Article 1 shall be renewed through and including December 31, 2026.

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

CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel

Tim Street, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

4 U LAWN & LANDSCAPE, LLC

Signature

Print Name and Title

Exhibit A

(begins on next page)



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel
FROM: Tim Street, Director
DATE: February 27, 2024
RE: 2024 CONTRACTUAL MOWING OF ALTERNATE LOCATIONS

Contract Recipient/Vendor Name:	4 U Lawn and Landscape, LLC
Department Head Initials of Approval:	TS
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Division Director: Tim Street
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-138
Due Date For Signature:	Friday Before Park Board Meeting: 2/23/2024
Expiration Date of Contract:	12/31/2024
Renewal Date for Contract:	1/1/2025
Total Dollar Amount of Contract:	\$23,085.00
Funding Source:	200-18-289500-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	18036
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	YES
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	YES

Summary of Contract

This contract is for mowing and trimming services in 2024 at sixteen Bloomington Parks and Recreation managed properties (Alternate Locations). 4 U Lawn and Landscape, LLC was awarded this contract because they met all the qualifications in the RFQ packet and they were the lowest bidder for the Primary Locations in the RFQ.

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
4 U LAWN AND LANDSCAPE, LLC
FOR
CONTRACTUAL MOWING SERVICES AT ALTERNATE LOCATIONS**

This Agreement, entered into on this 27th day of February 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and 4 U LAWN AND LANDSCAPE, LLC ("Contractor").

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2024 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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 Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty Three Thousand Eighty Five Dollars and Zero Cents (\$23,085.00). 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. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Joanna Sparks
City of Bloomington Parks and Recreation
401 North Morton Street, Suite #250
Bloomington, In 47402

Form Revised 01.23

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Mid Service Contract

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds

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

Article 6. Schedule

Contractor shall perform the Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Contractor cannot and

does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department 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 Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Contractor.

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington Parks and Recreation	4 U Lawn and Landscape, LLC
Attn: Joanna Sparks	Attn: Chris Underwood
401 North Morton Street, Suite #250	6372 E. Cox Drive
Bloomington, IN 47402	Bloomington, IN 47408

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

Article 25. Intent to be Bound

The Department and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification

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

Article 27. Non-Collusion

Contractor is required to certify 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. Contractor shall sign an affidavit, attached hereto as Exhibit D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

Article 28. Option for Renewal

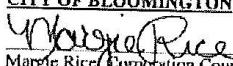
This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement.

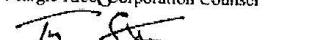
Article 29. Living Wage Ordinance Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Contractor is determined to be a covered employer under the LWO, and shall execute the Living Wage Ordinance Affidavit, attached as Exhibit E; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

The Parties have effectuated this Agreement by executing it on the day and year first written above.

CITY OF BLOOMINGTON


Margie Rice, Corporation Counsel


Tim Street, Director
Parks and Recreation Department


Kathleen Mills, President,
Board of Park Commissioners

4 U-Lawn and Landscape, LLC


Chris Underwood, Owner

EXHIBIT A

"Scope of Work"

The Services shall include the following:

Alternate Mowing and Trimming Locations:

4th Street & Dunn Street Parking Lot
6th Street & Lincoln Street
7th Street & Morton Street
College Mall Road & Moores Pike (NE Corner)
Dodds Street Triangle Median Islands (2)
Kirkwood Avenue & North Adams Street (SW corner)
McDowell Gardens
Patterson Drive
Polly Grimshaw Trail
South Sare Road and East Rhorer Road, NE corner
South Sare Road Medians (6)
South Sare Road (Eastside Wall)
South Sare Road (West Side Hill)
SR 46 Median Islands
West 8th Street, Adams Street, & Vernal Pike
Winslow Road, Rogers Road, High Street Roundabout

Standard of Care:

A. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and woody debris (i.e., tree limbs, sticks, etc.) within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall immediately be collected and disposed of properly by the Contractor. All litter and woody debris collected in regard to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.
2. Typically, the amount of litter and woody debris is minimal, and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the Urban Greenspace Manager or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extent (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement is in question, the Urban Greenspace Manager or their designee will make the final determination.
4. Grass shall be cut to a height of three (3") to five (5") inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing.
5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All fences (chain link, wood, etc.) require complete removal of vegetation from beneath the fence line.
(Note: herbicide usage by the Contractor is prohibited (see #15).

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Mid Service Contract

7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed immediately by the Contractor.
9. Contractor's equipment shall not be permitted in any landscaped/mulched beds or any non-turf areas of any type. This includes traversing the beds/areas while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be mechanically edged to remove any overgrowth of turf and/or weeds. *Note: herbicide usage by the Contractor is prohibited (see #15)* Timing is critical for this activity, as the parking lots fill up with vehicles at different times based on park activities. *Parking lot curbs and street edges are expected to be maintained regularly.*
11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the cutting required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on slopes or areas where damage to the turf might result. Work in these areas shall be rescheduled when dry conditions permit or be string-trimmed to prevent damage to the turf.
13. The Contractor will arrange to keep sidewalks and trails open at all times. Nominal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it and is not permitted.
14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.
15. No use of herbicides around playgrounds, swimming pools, shelters, or dog park enclosures will be permitted. *Requests to utilize herbicide in any other areas must be submitted in writing to the Urban Greenspace Manager or their designee and require a minimum of two weeks for review. See Section 6 - the Bloomington Parks and Recreation Department IPM Plan for more information.*
16. If the Contractor notices any vandalism or damage of any kind to turf, trees, bushes, or any amenity located in the park area or within the extent of any contractually mowed area, they shall be reported to the Urban Greenspace Manager or their designee, as soon as possible.
17. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the Urban Greenspace Manager, Urban Forester, or their designee.
18. Extreme caution is to be used when mowing and trimming around trees. Mower decks are to remain at least twelve (12") inches from the base of all trees. See Section G. Default for Unacceptable Conditions for more details on the consequences of tree damage.

B. Provision of Labor, Tools and Equipment.

The Contractor agrees to furnish and pay all necessary expenses for all labor, tools, and equipment in connection with the contracted work. The Contractor shall provide sufficient operators and equipment to ensure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupational Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc., shall be in good working order and shall not be removed or altered.

At any time during the term of the contract, the Urban Greenspace Manager, or their designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

C. Personnel

The Contractor's personnel shall, at all times, present a neat appearance and perform all mowing services in a safe manner and with courtesy to the recreating public. The Urban Greenspace Manager or their designee and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees to perform the work specified in this Agreement. The Contractor shall assume sole responsibility for their employees' performance and address any concerns promptly and to the satisfaction of the Urban Greenspace Manager or their designee.

Contractor shall have a competent person in charge of its work at all times to whom the Urban Greenspace Manager or their designee may issue directives and who shall accept and act upon such directives. It is the Contractor's responsibility to provide the Urban Greenspace Manager with current contact information for the person in charge of its work.

D. Safety

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50') feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws, and ordinances shall be strictly observed. The Urban Greenspace Manager or their designee will require the Contractor to immediately discontinue all hazardous work practices upon verbal or written notice.

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

E. Default for Unacceptable Conditions

Should an inspection by the Urban Greenspace Manager or their designee reveal that the Contractor's work results in any unacceptable maintenance condition:

1. The Urban Greenspace Manager or their designee, at the time of the first incident, shall call a meeting with the Contractor to review the concern.
2. Should a second unacceptable concern develop, a second meeting will be held and a written letter of warning documenting the concern issued.

3. A third unacceptable condition or a violation of the terms and conditions of the Agreement may result in termination of the Agreement.

In the event the City of Bloomington has to take action to correct an unacceptable condition, the cost incurred by the City will be deducted from any payments due to the Contractor. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense or reimburse the City for the cost of the repairs or replacement.

Any damage caused to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Each instance of damage as a result of the Contractor's negligence shall result in a penalty of seventy-five dollars (\$75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be paid in full in one of two ways: by reduction in the monthly contractual payment or payment to the Tree Fund. At the Contractor's request, the Urban Greenspace Manager will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor, Urban Greenspace Manager, and the Urban Forester would determine and document any damage that already exists prior to the Contractor beginning work.

EXHIBIT B

"Project Schedule"

1. The time period for these services shall begin on or about April 1, 2024 and terminate on or about November 1, 2024.
2. Work performed by the Contractor shall involve approximately twenty-seven (27) weekly mowing cycles and approximately seven (7) monthly cycles during the Agreement.
3. Frequency of mowing cycles will be at the discretion of the Urban Greenspace Manager or their designee. Typically, they will be every seven (7) to ten (10) days, depending on weather conditions.
4. No guaranteed minimum or maximum number of mowing cycles is either stated or implied. At their discretion, the Urban Greenspace Manager or their designee, reserve the right to increase, suspend, or cancel any part of the mowing and trimming contract. The cancellations can be for a specific location or all locations.
5. The Contractor shall communicate with the Urban Greenspace Manager or their designee regarding hours, schedules, and any other conditions affecting the performance of the work.
6. The Contractor may perform the work at any time or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>
7. The Urban Greenspace Manager or their designee may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least 24 hours prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
COUNTY OF MONROE)
SS:

AFFIDAVIT

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

1. The undersigned is the COO of 444 Lakin + Lankamp LLC
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

John Doe
Signature
C. 40, Improved, Lumber
Printed Name

STATE OF INDIANA)
COUNTY OF ~~Marion~~)
SS:)

Before me, a Notary Public in and for said County and State, personally appeared John Doe, and acknowledged the execution of the foregoing this 14th day of March, 2024.

Notary Public's Signature _____ My Commission Expires: 10-14-2028

Address for Filing Notice _____ County of Residence: _____
Printed Name of Notary Public _____

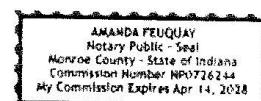


EXHIBIT D

STATE OF Indiana)
) SS:
COUNTY OF Morgan)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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.

Dated this 14 day of March, 2024.

By: Amanda Feuquay
Signature
Notary Public - Seal
Printed Name

STATE OF Indiana)
) SS:
COUNTY OF Morgan)

Before me, a Notary Public in and for said County and State, personally appeared Amanda Feuquay and acknowledged the execution of the foregoing this 14 day of March, 2024.

Amanda Feuquay
Notary Public's Signature

My Commission Expires: Apr 14, 2028

Amanda Feuquay
Printed Name of Notary Public

County of Residence: Monroe Co.

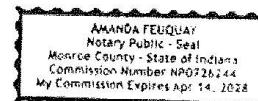


EXHIBIT "E"
AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text](#), of [Click here to enter text](#).
(Job title) CEO (company [Click here to enter text](#) [the name](#))
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: [Click here to enter text](#).
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text](#).
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Christopher J. Andrews
Signature

Christopher J. Andrews
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

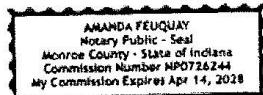
Before me, a Notary Public in and for said County and State, personally appeared Christopher J. Andrews and acknowledged the execution of the foregoing this 14 day of March, 2024.

My Commission Expires: April 14, 2028

Christopher J. Andrews
Notary Public

County of Residence: Monroe

Christopher J. Andrews
Name Printed



MP0726244
Commission Number



STAFF REPORT

C8

Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: **Board of Park Commissioners**
FROM: **Mary Welz, Natural Resources Manager**
DATE: **February 19, 2026**
SUBJECT: **Service Agreement with Eco Logic for Ecological Consulting and Restoration at Griffy Lake Nature Preserve, Miller-Showers Park, and Switchyard Park**

Recommendation

Staff recommends the approval of the contract with Eco Logic, LLC for ecological consulting and restoration services at various parks including Griffy Lake Nature Preserve, Miller-Showers Park, and Switchyard Park.

Total amount of contract: \$57,749.39

Funding source: \$54,750.00 - 2204-18-184000-53990
\$9,992.39 - 2211-18-184000-53990

Background

Eco Logic is a trusted ecological restoration consultant and service provider based in Bloomington that has worked closely with Bloomington Parks and Recreation (BRPD) for over a decade. Since 2016, Eco Logic has delivered a range of consulting and ecological restoration services including floristic inventory, plant community mapping, deer browse monitoring, ecological restoration, and vegetation management.

Under the this 2026 Eco Logic will build upon their past work, expertise, and familiarity with BRPD properties and for improved land management including:

Continuation of ongoing Deer Browse Monitoring Study at Griffy Lake Nature Preserve dating back to 2018. Continuation of ecological restoration contracted services at Miller Showers Park, Switchyard Park, and Griffy Lake Nature Preserve.

Eco Logic will perform follow up ecological consulting and restoration services building on momentum from their previous work including: conduct ongoing deer browse monitoring at Griffy Lake Nature Preserve; perform follow up vegetation management services at Griffy Lake Nature Preserve (GLNP), Miller Showers Park (MSP), and Switchyard Park (SYP). The 2026 deer browse monitoring at GLNP will continue the annual study dating back to 2018 on the effectiveness of deer hunts at reducing negative impacts on native plant communities. The GLNP restoration services include follow up foliar treatment of woody vegetation in a nine (9) acre area along the Wetland Trail planned for February-March 2026. The MSP restoration services will be the eighth (8th) year of Eco Logic's vegetation management services under the ten (10) year management plan initiated in 2018. The SYP restoration services is a continuation of vegetation management services within the various restoration areas and plantings begun in 2018.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Mary Welz".

Mary Welz, Natural Resources Manager

March 2025

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Eco Logic, LLC

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

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. 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 fifty-seven thousand, seven hundred forty-nine dollars and thirty-nine cents (\$57,749.39). Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to Mary Welz, City of Bloomington, Parks and Recreation Department, 401 N Morton ST, STE 250, Bloomington IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project

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

4. **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, Parks and Recreation	Eco Logic, LLC
Attn: Mary Welz, Project Manager	Attn: Natalie Marinova, Executive Director
E-mail: mary.welz@bloomington.in.gov	E-mail: natalie@ecologicindiana.com

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:

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

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

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

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

[Signatures are on the following page.]

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

**CITY OF BLOOMINGTON
BY:**

ECO LOGIC, LLC
BY:

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:

Eco Logic will perform follow up ecological consulting and restoration services building upon on previous work including: conduct ongoing deer browse monitoring at Griffy Lake Nature Preserve; perform follow up vegetation management services at Griffy Lake Nature Preserve (GLNP), Miller Showers Park (MSP), and Switchyard Park (SYP). The 2026 deer browse monitoring at GLNP will continue the annual study dating back to 2018 on the effectiveness of deer hunts at reducing negative impacts on native plant communities. The GLNP restoration services include follow foliar treatment of woody vegetation in a nine (9) acre area along the Wetland Trail planned for February-March 2026. The MSP restoration services will be the eighth (8th) year of Eco Logic’s vegetation management services under the ten (10) year management plan initiated in 2018. The SYP restoration services is a continuation of vegetation management services within the various restoration areas and plantings begun in 2018.

EXHIBIT “B”

PROJECT SCHEDULE

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

EXHIBIT “C”

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

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

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

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

Signature

Printed name



STAFF REPORT

C9

Agenda item

Admin. Approval: TS
Date: 1/29/26

TO: **Board of Park Commissioners**
FROM: **Heidi Shoemaker, Natural Resources Coordinator**
DATE: **January 15, 2026**
SUBJECT: **Appointment of Erica Eason to the Environmental Resource Advisory Council**

Recommendation

Staff recommends approval of new Environmental Resources Advisory Council appointee Erica Eason

Background

The Environmental Resources Advisory Council (ERAC) acts as an advisory board for Bloomington Parks and Recreation in all policy matters pertaining to operations of city natural areas and/or facilities. ERAC is made up of nine (9) members and one (1) ex-officio member. There are currently two vacancies. Erica Eason is a qualified applicant with a background in natural resources and working in the field of soil and water conservation.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Heidi Shoemaker". It is written in a cursive style with a large, stylized "H" and "S". A horizontal oval line is drawn to the right of the signature, and a long, thin line extends from the end of the oval towards the bottom right.

Heidi Shoemaker, Natural Resources Coordinator

1/7/2026 Erica Eason

[View Person](#)

How did you hear of this opening?

City Staff

If other, please describe:

Please explain your interest

I have always had an interest in protecting our natural resources. I grew up in the suburbs and spent my days outdoors with friends. I was able to connect with nature through small, urban greenspaces. I have lived in Bloomington since 2011 and have benefited greatly from the nature here. Now, I would like to give back to those spaces and provide outdoor experiences for future generations.

Please describe your qualifications

I graduated from Indiana University with a Liberal Studies degree focused on the conservation of natural resources. I was able to take courses such as Environmental Biology, Environmental History, & Permaculture. I then received a job at the Monroe County Soil and Water Conservation District where I have been working since August of 2023.

Username	eeason@co.monroe.in.us
Website	
Occupation	Conservation Specialist
Address	2749 E Bressingham Way
City	Bloomington
State	IN
ZIP code	47401
City Limits	

Email Addresses

eeason@co.monroe.in.us **MAIN**

Phone Numbers



STAFF REPORT

C10 Agenda item

Admin. Approval: **TS**
Date: 2/11/26

TO: **Board of Park Commissioners**
FROM: **Cody Martin, Sports/Facility Coordinator**
DATE: **February 19, 2026**
SUBJECT: **2026 Agreement with Bloomington Junior League Baseball Association (BJLBA)**

Recommendation

Staff recommends the review/approval of the 2026 agreement with Bloomington Junior League Baseball Association (BJLBA) at Winslow Sports Park during the upcoming season. Total estimated revenue amounting roughly \$18,000 from rental fees at Winslow Sports Park.

Background

We have worked with BJLBA for multiple years by providing a consistent space for their operations at Winslow Sports Park and occasionally overflowing to Twin Lakes Sports Park when needed. We hope to continue this partnership due to the recreational benefits it provides for the youth of Bloomington and surrounding communities.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Cody Martin".

Cody Martin, Sports/Facility Coordinator



**COOPERATIVE SERVICE AGREEMENT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND BLOOMINGTON JUNIOR LEAGUE BASEBALL ASSOCIATION**

This Agreement, made and entered into this _____, by and between the Bloomington Parks and Recreation Department ("Parks") and Bloomington Junior League Baseball ("BJLBA"), WITNESSETH:

WHEREAS, both Parks and BJLBA wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth in the community and to promote health and well-being through participation in cooperative and competitive recreation programs, and a partnership between Parks and BJLBA is in the public interest; and

WHEREAS, there is an apparent need for a recreational youth baseball program, and Parks and BJLBA desire to cooperate in the provision of a youth baseball program for the general public; and

WHEREAS, BJLBA is capable to perform such services, and has a history of operating an inclusive program that serves the needs of the Bloomington community, and has a good record of cooperation with Parks; and

WHEREAS, Parks 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 party will reflect on the other, so clear communication and an outline of expectations is necessary;

NOW THEREFORE, the parties do mutually agree as follows:

1. **Purpose of Agreement.** This agreement outlines a program partnership which will provide an affordable and effective youth baseball program, designed to introduce beginner participants to the program as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement.
2. **Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until October 15, 2026, unless terminated earlier as provided herein.
3. **Duties of Parks.** Parks agrees to:
 - a. Allow BJLBA access to Winslow Baseball Fields in priority category #3 based on the order established by the Board of Park Commissioners:
 1. Parks programs
 2. Monroe County Community Schools Corporation programs
 3. **Partnership programs**
 4. Independent programs
 - b. Allow BJLBA access to Winslow Baseball Fields specified on the dates and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:

Practices	\$18.00 per hour
Weeknight Competition (includes field lining)	\$23.00 per hour
Weekend Competition (includes field lining)	\$25.00 per hour
With on-site maintenance	\$50.00 per hour
All day per field	\$210.00

- c. Allow BJLBA access to practice ball fields at Bryan Park fields 1 and 2 based on availability and at varying rates depending on published prices of those facilities.
Practices & Competition (excludes field maintenance and lining) \$12.00 per hour
- d. Provide facility maintenance including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- e. Provide sport field and parking lot lighting including the cost of maintenance and operation of lighting systems for ball fields, parking lots and buildings.
- f. Provide turf management including seeding, fertilizing, aerifying, weed control, and mowing. BJLBA is not permitted to provide field maintenance of any type including dragging infields and raking base paths.
- g. Provide a Weather Information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
- h. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that BJLBA is not comfortable with resuming play after an all clear is given from a Parks representative, BJLBA may decide to cancel play and that will be communicated on the hotline.
- i. Provide four hitting tunnels. Each tunnel will be divided and consist of two pitching/hitting stations. Parks will be responsible for the demo of the existing batting cages and returning the area into usable green space.
- j. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters at the Winslow Sports Complex. No Parks supervisor will be on-site at Bryan Park. BJLBA is encouraged to provide a Standard First Aid and CPR certified supervisor at this facility which is open to the public.
- k. Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis, as well as additional maintenance support staff as needed to perform other repairs, tasks and services.
- l. Provide the services of the Sports/Facility Coordinator as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- m. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.

4. **Goals and Duties of BJLBA.** The goals of BJLBA are to offer a recreational youth baseball program for the community at large, introduce and publicize BJLBA to the public, and provide programming for children of BJLBA. BJLBA hereby agrees to:

- a. Maintain close contact with the Sports/Facility Coordinator and appoint this person as Parks liaison

to BJLBA's policy making board.

- b. Will consider and discuss with BPRD the wear and tear from BJLBA use in regards the depreciation of tunnel netting.
- c. Agree to have each head coach obtain the Babe Ruth Coaching Education program requirements. This is a lifetime certification. BJLBA also agrees to have all adults involved with the program submit to a local and state criminal history check.
- d. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least three weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow, the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, payment must be made by the due date and in a timely manner.)
- e. List the Parks and Recreation Department on all publicity and promotional materials developed by BJLBA as a "partner" or "in partnership with." A copy of any promotional materials should be submitted to the Parks and Recreation Department's Sports/Facility Coordinator for approval prior to distribution to the public.
- f. Refer any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues to Parks on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
- g. Obtain legally binding liability waivers from all participants which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that BJLBA fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
- h. Name the City of Bloomington as additional insured on its commercial liability policies and shall provide Parks with a certificate of insurance prior to April 1, 2026.

- 5. **Behavior.** 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.
- 6. **Parks Review of BJLBA Program.** BJLBA is recognized as having the ability to conduct the youth baseball program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues.
- 7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
- 8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

9. Notice and Agreement Representatives.

Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:

BJLBA President
Whitney Carr
(812) 320-2749

Bloomington Parks and Recreation
Cody Martin
P.O. Box 848
Bloomington, IN 47402
(812) 349-3774

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

Whitney Carr
(812) 320-2749

Cody Martin
Sports/Facility Coordinator
(812) 349-3774

10. Termination. The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, the breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to correct the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.

a. The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify [Contractor/Partner/Agency] of any such termination and the reasons therefore in writing.

11. Insurance and Indemnity. BJLBA shall maintain comprehensive commercial liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and BJLBA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. BJLBA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

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

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

[Signatures are on the following page.]

**Signatures on this page are associated with the “COOPERATIVE SERVICE AGREEMENT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND BLOOMINGTON JUNIOR LEAGUE BASEBALL ASSOCIATION.”**

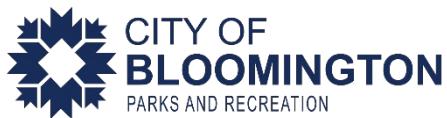
BJLBA

BLOOMINGTON PARKS AND RECREATION

By: _____
Whitney Carr, President

By: _____
Tim Street, Administrator
Bloomington Parks and Recreation

Kathleen Mills, President
Board of Park Commissioners



STAFF REPORT

C11 Agenda item

Admin. Approval: **TS**
Date: 2/11/26

TO: **Board of Park Commissioners**
FROM: **Cody Martin, Sports/Facility Coordinator**
DATE: **February 19, 2026**
SUBJECT: **2026 Agreement with Monroe County Senior League Baseball**
Recommendation

Staff recommends the review/approval of the 2026 agreement with Monroe County Senior League Baseball Association (MCSLBA) at Winslow Sports Park during the upcoming season. Total estimated revenue amounting roughly \$4,000 from rental fees at Winslow Sports Park.

Background

We have worked with MCSLBA for multiple years by providing a consistent space for their operations at Winslow Sports Park. We hope to continue this partnership due to the recreational benefits it provides for the youth of Bloomington and surrounding communities.

RESPECTFULLY SUBMITTED,

Cody Martin

Cody Martin, Sports/Facility Coordinator



**COOPERATIVE SERVICE AGREEMENT BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND MONROE COUNTY SENIOR LEAGUE BASEBALL ASSOCIATION**

This Agreement, made and entered into this _____, by and between the Bloomington Parks and Recreation Department ("Parks") and Monroe County Senior League Baseball Association ("MCSLBA"), WITNESSETH:

WHEREAS, both Parks and MCSLBA wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth in the community and to promote health and well-being through participation in cooperative and competitive recreation programs, and a partnership between Parks and MCSLBA is in the public interest; and

WHEREAS, there is an apparent need for a youth baseball program, and Parks and MCSLBA desire to cooperate in the provision of a youth baseball program for the general public; and

WHEREAS, MCSLBA is capable to perform such services, and has a proven history of operating an inclusive program that serves the needs of the Bloomington community, and has a good record of cooperation with Parks; and

WHEREAS, Parks 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 party will reflect on the other, so clear communication and an outline of expectations is necessary;

NOW THEREFORE, the parties do mutually agree as follows:

1. **Purpose of Agreement.** This agreement outlines a program partnership which will combine available resources from each party to allow the Bloomington community to participate in an affordable, effective and diverse youth baseball program designed to introduce beginners to the sport as well as provide for skill advancement.
2. **Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until October 15, 2026, unless terminated earlier as provided herein.
3. **Duties of Parks.** Parks agrees to:
 - a. Allow MCSLBA's user group access to Winslow Baseball Field #6 in priority category #3 based on the order established by the Board of Park Commissioners:
 1. Parks programs
 2. Monroe County Community Schools Corporation programs
 3. **Partnership programs**
 4. Independent programs
 - b. Allow MCSLBA access to Winslow Baseball Field #6 specified on the dates

and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:

Practice	\$18.00 per hour
Weeknight Competition (includes field lining)	\$23.00 per hour
Weekend Competition (includes field lining)	\$25.00 per hour
With on-site maintenance	\$50.00 per hour
All day per field	\$210.00

Bryan Park Field #1 and #2:

Practice & Competition (excludes field lining)	\$12.00 per hour
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- c. Allow MCSLBA access to practice on Winslow Field #6 based on availability and at varying rates depending on published prices of this facility.
- d. Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- e. Provide sport field lighting on field 6 and parking lot lighting, including the cost of maintenance and operation of lighting systems for field 6, parking lots and buildings.
- f. Provide turf management, including seeding, fertilizing, aerifying, weed control, and mowing. MCSLBA is not permitted to provide field maintenance of any type, including dragging the infield and raking base paths.
- g. Provide a Weather Information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
- h. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that MCSLBA is not comfortable with resuming play after an all clear is given from a Parks representative, MCSLBA may decide to cancel play and that will be communicated on the hotline.
- i. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters.
- j. Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis, as well as additional maintenance support staff as needed to perform other repairs, tasks and services.
- k. Provide the services of the Sports/Facility Coordinator as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- l. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.

4. **Goals and Duties of MCSLBA.** The goals of MCSLBA are to offer a youth baseball program for the community at large, introduce and publicize MCSLBA to the public, and provide programming for children of MCSLBA. MCSLBA hereby agrees to:

- a. Maintain close contact with the Sports/Facility Coordinator and appoint this person as Parks liaison to the user group's policymaking board.
- b. Agree to have each head coach obtain the MCSLBA Coaching Education program requirement. This must be done the coach's first year as head coach in the program and is valid for a period of

three years. Coaches returning for a fourth or more year(s) must obtain current certification. Agree to have all adults involved with the program submit to a local and state criminal history check.

- c. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least three weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, payment must be made by the due date and in a timely manner.)
- d. List the Parks and Recreation Department on all publicity and promotional materials developed by the user group as a “partner” or “in partnership with.” A copy of any promotional materials should be submitted to the Parks and Recreation Department’s Sports/Facility Coordinator for approval prior to distribution to the public.
- e. Any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues will be referred to Parks and Recreation on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
- f. Obtain legally binding liability waivers from all participants, which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that MCSLBA fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
- g. Name the City of Bloomington as additional insured on its general liability policies and provide Parks with a certificate of insurance prior to **April 1, 2026**.

5. **Behavior.** 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.
6. **Parks Review of MCSLBA Program.** MCSLBA is recognized as having the ability to conduct the youth baseball program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior, and service quality issues.
7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City’s jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

9. **Notice and Agreement Representatives.**

Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:

MCSLBA President
Patrick Dove
(812) 322-3406

Bloomington Parks and Recreation
Attn: Cody Martin
P.O. Box 848

Bloomington, IN 47402
(812) 349-3774

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

Patrick Dove	Cody Martin
President	Sports/Facility Coordinator
(812) 322-3406	(812) 349-3774

10. **Termination.** The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to cure the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.
11. **Insurance and Indemnity.** MCSLBA shall maintain commercial general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and MCSLBA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. MCSLBA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

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

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

[Signatures are on the following page.]

Signatures on this page are associated with the “COOPERATIVE SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND MONROE COUNTY SENIOR LEAGUE BASEBALL ASSOCIATION.”

MCSLBA

BLOOMINGTON PARKS AND RECREATION

By: _____
Patrick Dove, President

By: _____
Tim Street, Administrator

Kathleen Mills, President
Board of Park Commissioners



STAFF REPORT

C12

Agenda item

Admin. Approval: **TS**
Date: 2/11/26

TO: **Board of Park Commissioners**
FROM: **Cody Martin, Sports/Facility Coordinator**
DATE: **February 19, 2026**
SUBJECT: **2026 Agreement with Bloomington Football Club**

Recommendation

Staff recommends the review/approval of the 2026 agreement with Bloomington Football Club (BFC) at Winslow Sports Park during the upcoming season. Total estimated revenue amounts to roughly \$8,000 from rental fees at Winslow Sports Park.

Background

We have worked with Bloomington Football Club for multiple years by providing a consistent space for their operations at Winslow Sports Park, and occasionally overflow use at Olcott Park. We hope to continue this partnership due to the recreational benefits it provides for the youth of Bloomington and surrounding communities.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Cody Martin".

Cody Martin, Sports/Facility Coordinator



**COOPERATIVE SERVICE AGREEMENT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION
AND BLOOMINGTON FOOTBALL CLUB**

This Agreement, made and entered into this _____ day of _____, 2026, by and between the Bloomington Parks and Recreation Department ("Parks") and Bloomington Football Club ("BFC"), WITNESSETH:

WHEREAS, both Parks and BFC wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth in the community and to promote health and well-being through participation in cooperative and competitive recreation programs, and a partnership between Parks and BFC is in the public interest; and

WHEREAS, there is an apparent need for a recreational youth soccer program, and Parks and BFC desire to cooperate in the provision of a youth soccer program for the general public; and

WHEREAS, BFC is capable to perform such services, and has a history of operating an inclusive program that serves the needs of the Bloomington community, and has a good record of cooperation with Parks; and

WHEREAS, Parks 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 party will reflect on the other, so clear communication and an outline of expectations is necessary;

NOW THEREFORE, the parties do mutually agree as follows:

1. **Purpose of Agreement.** This agreement outlines a program partnership which will provide an affordable and effective youth soccer program, designed to introduce beginner participants to the program as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement.

2. **Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until October 31, 2026, unless terminated earlier as provided herein.

3. Duties of Parks. Parks agrees to:

- a. Allow BFC access to Winslow Field 5 on a first priority basis.
- b. Allow BFC access to Winslow Baseball Field 6 specified on the dates and at the times set forth at the beginning of the season at the partnership rates:
Winslow Sports Complex:

Practice/Games (excludes field lining)	\$18.00 per hour
Olcott Park:	
Practice/Games (excludes field lining)	\$25.00 per hour
- c. Provide facility maintenance including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- d. Provide turf management including seeding, fertilizing, aerifying, weed control, turf rolling, and mowing. Turf Management shall include, but is not limited to:
 1. Providing seeding, fertilizing, aerifying, turf rolling, and weed control services at least twice a year and whenever it is reasonably necessary based upon field and weather conditions. Mowing shall be provided based upon turf conditions.
 2. Providing mole/vole remediation services to eliminate moles and voles from the fields. In addition, Parks will provide services to repair areas of the turf damaged by voles and moles as these holes pose a risk to youth soccer players. BFC programming may be affected as portions of the field may be closed off to mitigate mole/vole damages. This will be at the discretion of the Parks department.
 3. Purchasing dirt to fill in holes on Field 5 on an as-needed basis and whenever deemed necessary.
- e. Provide a Weather Information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
- f. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that BFC is not comfortable with resuming play after an all clear is given from a Parks representative, BFC may decide to cancel play and that will be communicated on the hotline.
- g. Provide a storage room for BFC program supplies at Winslow Sports Complex.

- h. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters at the Winslow Sports Complex.
- i. Provide the services of the Sports/Facility Coordinator as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- j. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.
- k. Allow play in the coned-off parking lot area if fields are unplayable.
- l. Provide initial lining of 2 soccer fields in the outfield of Winslow field 5. Desired layout should be given to Parks no later than March 1, 2026.
- m. Allow BFC to hang sponsor banners on fencing of Winslow field 5.
- n. Provide sport field lighting until 10pm curfew and parking lot lighting. Field 5 lighting is original 1977 equipment and will be provided 'as is' as long as operable, at the current pre-season lighting levels, with no additional capital investment. Replacement and maintenance of the lighting on Field 5 will occur whenever deemed necessary by Parks. Field 6 will be maintained and annually repaired at reasonable times.

4. Goals and Duties of BFC. The goals of BFC are to offer a recreational youth soccer program for the community at large, introduce and publicize BFC to the public, and provide programming for children of BFC. BFC hereby agrees to:

- a. Maintain close contact with the Sports/Facility Coordinator.
- b. Purchase field line paint and line as needed.
- c. Agree to have each head coach obtain Coaching Education program requirements. BFC also agrees to have all adults involved with the program submit to a local and state criminal history check.

BFC REQUEST/LANGUAGE- BFC AGREES TO HAVE ALL HEAD COACHES SUBMIT TO LOCAL AND STATE CRIMINAL HISTORY CHECKS AND RECEIVE SAFESPORT CERTIFICATION.

- d. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least two weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow, the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, payment must be made by the due date and in a timely manner.)

- e. List the Parks and Recreation Department on all publicity and promotional materials developed by BFC as a “partner” or “in partnership with.” A copy of any promotional materials should be submitted to the Parks and Recreation Department’s Sports/Facility Coordinator for approval prior to distribution to the public.
- f. Refer any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues to Parks on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
- g. Obtain legally binding liability waivers from all participants which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that BFC fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
- h. Name the City of Bloomington as additional insured on its general liability policies and shall provide Parks with a certificate of insurance prior to April 1, 2026.
- i. Refrain from operating vehicles or other equipment on-site while participants are present.
- j. Maintain/paint field lines (Winslow field 5) throughout usage.
- k. BFC may sell food and drinks at their events, assuming that they apply for and receive a permit and follow City policies.

5. **Behavior.** 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. Parks will make sure to notify BFC of any changes to partnership agreements by January 1, 2026 as it relates to Field 5 pending a 2026 partnership agreement approved by the Park Board.

6. **Parks Review of BFC Program.** BFC is recognized as having the ability to conduct the youth soccer program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues.

7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit

8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City’s jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is

conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

9. Notice and Agreement Representatives.

Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:

BFC President
Jeremy Sweet
905 S. Hawthorne Dr.
Bloomington, IN 47401
(812)345-0278

Bloomington Parks and Recreation
Cody Martin
P.O. Box 848
Bloomington, IN 47402
(812) 349-3774

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

Jeremy Sweet
BFC President
(812)345-0278

Cody Martin
Sports/Facility Coordinator
(812) 349-3774

10. Termination. The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, the breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to correct the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.

11. Insurance and Indemnity. BFC shall maintain commercial general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and BFC shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. BFC and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first stated above.

Additional Agreements

- a. The Winslow Field 5 is a practice field, not an 11v11 soccer competition field; Field 5 shall only be used by BFC as a practice field. The City will not expand the Winslow 5 field. Nothing in this provision shall be construed to prevent club friendlies or scrimmages.
- b. The Winslow Field 5 baseball fences must remain as they are; BFC shall not alter the fences.
- c. BFC shall move goals and other equipment off of Winslow 5 after a practice or match anytime they receive notice from the City prior to the start of that practice or match, provided that Parks have provided at least 72 hours notice to BFC to allow BFC to coordinate removal of their equipment.
- d. Parks will not distribute keys to partners unless it is deemed imperative to the success/duties of the partner (i.e. concessions). Parks will provide staff to give partners access in accordance with their partnership agreement.
- e. The Winslow Field 6 priority use is as a baseball field, and any individual, group, or team wishing to use Field 6 as a baseball field has priority. However, if no one is then using Winslow Field 6, BFC may use the grass areas only for practice or warming up.
- f. Parks will allow BFC to use the battery powered paint sprayer to line the soccer fields. Should it break, Parks will make the decision whether or not to fix the paint spraying machine.
- g. Parks shall list BFC as an approved partner in all applicable marketing and advertising material where partners are generally listed.
- h. Olcott Park- BFC will have access to store equipment (cones/soccer balls) in the Olcott Concession Building; BFC can store soccer goals behind football score tower (Parks is not responsible for lost, stolen or damaged goals/equipment). Parking will be limited to Olcott parking lot (not on the grass) or Jackson Creek Middle School parking lot.

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 “COOPERATIVE SERVICE AGREEMENT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION
AND BLOOMINGTON FOOTBALL CLUB.”**

BFC

By: _____
Jeremy Sweet, President

BLOOMINGTON PARKS AND RECREATION

By: _____
Tim Street, Director
Bloomington Parks and Recreation

Kathleen Mills, President
Board of Park Commissioners



STAFF REPORT

D1

Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: February 19, 2026
SUBJECT: Report on 2025 Strategic Goals

Recommendation

This report is informational only.

Background

This report contains status updates on the 114 goals set by the department, across its many areas, for 2025. Of the 114 goals, 57 are fully complete, another 16 are substantially complete, and another 19 are still in progress. That means a total of 92 of the 114 goals are still on track to be completed.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street".

Tim Street, Director

Parks 2025 Strategic Goals Progress Report							
February 9, 2026							
Area	#	Year	Master Goal	Strategic Goal	Owner	Status	Notes
Admin	2025	2.1	Budget Goal: Activate RecTrac Rentals Module for site rentals. Priority order: gardens, Farmers Market, Childrens and 50+ Expo by Q4	Kim	No Longer Applicable/Cannot Complete		Goal is no longer applicable due to ongoing departmental review of software options. Will be revisited at later date.
Admn	2025	4.1, 4.2	Convert from manual entry to an electronic process, by importing program and rental revenue from RecTrac into New World by Q2	Kim	In Progress		Goal is being moved into 2026. Account information in RecTrac and Square are ready. Currently in the process of moving forms from JotForm to EP&L. Once IT completes this task, can move forward with transfer financial data electronically to NW. Anticipate end of third QT.
Admin	2025	All	Complete 2026-2030 system-wide Master Plan, including community feedback and creation of Sports Facilities Capital Plan by Q4	Tim	In Progress		In progress - on track to be completed at end of year.
Admin	2025	4.2	Create centralized Emergency Action Plan for the Department and train staff on its location and contents by Q1	Tim	Complete		New emergency action policy created, approved, and trained.
Comm Relations	2025	2.4	Include reciprocal marketing in 50% of formal partnerships in 2025	Julie	Substantially Complete		Blgtn Disc Golf Club, Blgtn Soccer, Blgtn Pickleball Club, BJLBA, Blgtn Football Club
Comm Relations	2025	2.4	Develop declarative statement that outlines the department's commitment to addressing climate change and measures we are taking to mitigate its effects by Q1	Julie	Incomplete		Uncertainty around federal climate change mitigation grants and language guidelines; follow up with ESD, Ops staff on progress
Comm Relations	2025	3.4	Devise a partnership, outreach or collaboration with MCCSC to cover property usage, collaborative programs, and direct marketing to students and families by the end of Q4	Julie	In Progress		New MCCSC superintendent; additional BPRD collaborators added to partnership team
Admin	2025	1.1, 1.2, 2.1	Approve updated cost recovery service categories and rates through the Board of Park Commissioners by Q4.	Tim	In Progress		Working on this through master plan efforts.
Comm Relations	2025	1.2, 4.4	Increase marketing efforts to sell three memorial benches by the end of Q4	Julie	Complete		Online memorial bench order form complete January 2025
Comm Relations	2025	2.2	Formalize social media management guidelines and evaluation tools by end of Q1	Julie	Substantially Complete		Digital content coord. docs specific to Farmers' Market, podcast marketing, performing arts
Comm Relations	2025	3.3	Develop marketing campaigns with specific outreach to Black and Latino community members by the end of Q4	Julie	Substantially Complete		Gardening and Market outreach to renters and vendors; work w/Spanish translators on marketing materials; translated Griffy Lake watercraft rental forms to Hindi and Mandarin
Admin	2025	1.5, 3.5	Complete Eppley Program Accessibility Study on identified Parks "essential experiences" by Q3	Tim	No Longer Applicable/Cannot Complete		Eppley Director changed - no longer relevant.
Admin	2025	1.1, 1.2, 2.1	Create a Financial Sustainability Policy for the Department, including guidance on Capital Investment, Property Acquisition and Disinvestment, and Social Equity. Include and update partnership policies as part of these new policies and implement by Q4	Tim	In Progress		Will be completed with policy work this fall/winter at the tail end of master plan process.
Admin	2025	1.1, 2.1	Complete Reaccreditation under new CAPRA standards for cycle of 2025-2028	All	Complete		Received notification that we will be reaccredited in June; award comes in September
Cascades	2025	1.2, 1.8	Sports Facilities Capital Plan: Upgrading the irrigation system, including financial implementation and evaluation of the cart barn, renovating or building a new one by Q3	Jason	Substantially Complete		hired a consultant firm, received a quote (2.4 million)
Admin	2025	4.5	Sports Facilities Capital Plan: Gather community feedback and develop a plan to renovate the Lower Cascades ball fields by Q3	Kido	In Progress		Community survey in Fall 2025
Adult Sports	2025	2.1	Sports Facilities Capital Plan: Develop pickleball master plan, including location and number of courts by Q3	Kido	In Progress		Placed three more courts at Hopewell, Community survey in Fall 2025
FSC	2025	1.1	Sports Facilities Capital Plan: Review feasibility and develop plan to deactivate/replace the ammonia pump system at the Frank Southern Ice Arena, including financial implementation and timelines by Q3	Kido	In Progress		merge into master plan, report to Board in March 2025.
Winslow/TLSP	2025	1.7, 1.8	Sports Facilities Capital Plan: Review feasibility of turf fields, including financial implementation and timelines by Q3	Kido	In Progress		Obtained estimates of Winslow all turf and infield turf options from Byrne & Jones
Aquatics	2025	1.2, 1.8	Sports Facilities Capital Plan: Work with Spear and 110% and develop an AQ master plan, renovation vs. new constructions by Q4	Kido	In Progress		Pool assessment on Monday April 7, received a Facility Condition report in July.
Aquatics	2025	3.5	Increase accessibility and inclusion (locker rooms) at Bryan and Mills pool by Q3 (e.g. Accessible Parking at Mills, Non-Gender changing rooms)	Kido	In Progress		Accessible Parking at Mills completed, received a Facility Condition report in July for both pools and assessing next steps for inclusion at these facilities.
TLRC	2025	2.4	Increase total membership uses/visits 5% from 92,520 (2023) to 97,146 by Q4. (TLRC)	Kido	Substantially Complete		Total membership uses/visits - 94,241
TLRC	2025	2.4	Increase total participations by 5% from 216,090 (2023) to 226,895 by Q4 (TLRC)	Kido	Complete		Total participations - 274,464
RCA	2025	1.2	Complete courts project including fixing cracks on the pickleball/tennis courts and resurfacing the basketball court at RCA park by Q3 (funding to be identified)	Kido	Substantially Complete		Basketball repairs complete; pickleball repairs taking place in spring 26.
Bryan Park Tennis	2025	1.2	Install LED lights and push button system at Bryan Park tennis courts by Q3 using sustainability funds	Kido	Complete		Project completed in July
Aquatics	2025	1.2	Complete the pool liner replacement at Bryan Park Pool by Q2	Kido	Complete		Project completed in April
Youth Sports	2025	2.4	Host 25+ weekend tournaments at TLSP and Winslow by Q3	Cody	Complete		Scheduled 28 and completed 24 tournaments this season; 3 tournaments were rained out, 1 canceled.
Adult Sports	2025	2.1	Reevaluate adult softball program and develop a future plan by Q2	Cody	In Progress		Defer - Cody to experience at least one season
Aquatics	2025	4.1	Increase AQ seasonal staff retention to 80% (year to year)	Chris	Complete		increased to 82%, 63 of 77 total staff
Aquatics	2025	2.1	Add five hours of pool programming per week (e.g. aquafit, accessible programming, Lifeguarding classes open to public)	Chris	Complete		Offered Lifeguard classes to the public

FSC	2025	2.1	Maintain current house hockey numbers (94) while making improvements to program- then plan to increase to 120 participants in 2026	Chris	Complete	made a change to the program of splitting with the travel program to offer more House specific programming that will see the numbers rise in future years.
FSC	2025	2.1	Start Summer usage to diversify revenue - at least 50 hours of usage in 2025	Chris	Complete	Price schedule approved, 65.5 hours of summer programming at FSC
Banneker	2025	2.2	BBCC - Facility Coordinator attend IU Executive Development Program	Kevin	Incomplete	attending in 2026
Banneker	2025	1.25, 4	BBCC - Evaluate staffing structure for efficiency and explore the addition of working foreperson/maintenance/custodial staff	Kevin	No Longer Applicable/Cannot Complete	Budget constraints.
Banneker	2025	1.8	BBCC - Improve facility safety by adding new front steps to Building by Q3	Kevin	Substantially Complete	Work beginning 1/19/2026
Banneker	2025	1.8	BBCC - Research funding possibilities to address leaking in gym by Q4	Kevin	Complete	Received BHPP Grant, 2026 budget
Banneker	2025	1.1	BBCC - Replace decommissioned vehicle (815) with a new passenger van by Q4	Kevin	Complete	Received Van
Banneker	2025	1.5	BBCC - Increase the Urban Farm size by doubling the number of raised beds for the garden program by Q2	Erin	No Longer Applicable/Cannot Complete	Still defining usage and control before expanding
Switchyard Park	2025	1.8	SYP - Research funding possibilities to construct storage shed outside of Pavilion near HVAC enclosure	Hsiung	Complete	completed November
Switchyard Park	2025	1.4	SYP - Install two shade sails by Q2 (not funded)	Hsiung	No Longer Applicable/Cannot Complete	Not funded; potential for future budget year.
Switchyard Park	2025	1.4	SYP - Evaluate the need to Install bicycle racks near spraypad by Q2	Hsiung	No Longer Applicable/Cannot Complete	Not funded; potential for future budget year.
Switchyard Park	2025	3.5	SYP - Install accessible tactile map by Q1	Hsiung	Complete	Installed in May
Switchyard Park	2025	2.1	SYP - Develop new activity partnership to promote activity in the park (such as chess, pickleball, bocce ball) by Q3	Hsiung	No Longer Applicable/Cannot Complete	
Switchyard Park	2025	2.1	SYP - Expand relationship with Food Truck Fridays by evaluating pilot alcohol sales and potentially expand by Q2	Hsiung	Complete	Alcohol sales are ongoing
Switchyard Park	2025	2.1	SYP - Re-evaluate and streamline process for parks special use permit by Q3	Hsiung	Substantially Complete	Permit guide created and moving to new EPL website in 2026
Youth Services	2025	1.1	AJB - Install accessible exterior doors for carpet and tile rooms by Q1	Amy	Complete	Accessible doors placed in rear of building
Youth Services	2025	2.1	AJB - Create an event for Kid City participants in 5th grade to aid in recruiting Quest campers by Q2	Amy	Complete	done during 2025 camp
Youth Services	2025	2.4	AJB - Implement a new sales strategy that generates a 20% increase in rental of the AJB by Q4	Amy	Complete	saw an 89% increase in rental revenue
Youth Services	2025	2.4	AJB - Launch a social media campaign focused on renting the AJB by Q4	Amy	Complete	Created a social media video
Youth Services	2025	3.4	Inclusive - Become an active member of the COB Council for Accessibility by Q1	Amy	Complete	begin in early spring
Youth Services	2025	3.5	Inclusive - Develop an additional sensory center event by Q3	Amy	Complete	Sign Language class offered this fall
Community Events	2025	1.2	FM - Maintain full capacity (minimum of 75) of booth spaces at May-October Markets by Q3	Clarence	Substantially Complete	averaging 60 vendors per week
Community Events	2025	2.1	FM - Identify and implement action steps from the 2024 Farmers' Market Master Plan process by Q3	Clarence	Substantially Complete	action steps involving marketing, site visits and time change
Community Events	2025	2.1	CE - Purchase a new movie screen by Q3	Leslie	Complete	Received in May
Community Events	2025	2.1	CE - Plan and implement 4 programming events at Hopewell Commons by Q4	Crystal	Complete	Tuesday market, concert series and health and wellness programming
Community Events	2025	2.1	CE - Create and implement four new adult classes/programs by Q4	Leslie	Incomplete	One new class created for summer
Community Events	2025	2.1	CE - Research and implement 2 new sponsorship options for the Performing Arts Series by Q2	Leslie/Crystal	Complete	Visit Bloomington, ESD
Community Events	2025	1.2	CE - Develop and Maintain an inventory and tracking document for community events by Q3	Leslie	No Longer Applicable/Cannot Complete	Moving to a 2026 Goal
Community Events	2025	1.2	CE - Research and receive a quote for permanent performance lights on the main stage at Switchyard Park by Q3	Becky/Leslie	No Longer Applicable/Cannot Complete	Moving to a 2026 goal
Community Events	2025	2.1	CE - Collaborate with Natural Resources on the development of events such as Get Outdoors and Community and Family Resources for Jaripoo by Q3	Leslie	Complete	Event took place in May
Community Events	2025	1.1	Gardens - Increase the number of raised beds and repair the fence at Willie Streeter Gardens by Q3	Sarah	Complete	purchase and built 2 new beds
Community Events	2025	4.1	Gardens - Transition the Market Master Specialist to a Community Garden Coordinator by Q2	Leslie	Complete	transition complete in March
Health & Wellness	2025	2.3	H&W - Based on Community Health Needs Assessment, implement one targeted program to serve community needs by Q4	Leslie	No Longer Applicable/Cannot Complete	
Health & Wellness	2025	2.3	H&W - Maintain the community-academic partnership with IU Bloomington School of Public Health by facilitating two evidence-based community programs, guided by the key performance indicators identified in Health First Indiana, by Q2	Leslie	Complete	Public Health in Parks and Walking with Ease programs
OPS	2025	1.3	Complete .9-mile Power Line Trail from Rogers St. to Adams St. by Q4	Rebecca	In Progress	AZTEC under contract for design. Submitted 100% plans for permit review in March 2025. Submitted 2nd round review in June.
OPS	2025	1.8	BUDGET GOAL: Complete Phase I Improvements from Master Plan at Building Trades Park by Q3.	Rebecca	Complete	Contract awarded to Reed & Sons- Dec 2024, Mader submitted 100% plans, pending permit approval. Start date ~April 28, 2025. Est complete date Aug 30.
OPS	2025	1.3	BUDGET GOAL: Complete redesign of Rail Trail crossing of Rogers St for safety improvements, work to ID funding source to construct by Q3	Rebecca	Substantially Complete	Contracted BF&S to design the project in Dec 2024. Hired BRCI to survey property line before we can continue with design plans. Submitted plans to County for permit review. ITB goal submission in Sept 2025.
OPS	2025	1.1	BUDGET GOAL: Maintain year-round contracted park security patrols in 12 core downtown locations and along B-Line Trail by Q1.	Rebecca/Amy	Complete	MSI contract approved Jan 2025.

ALL	2025	1.2, 1.5	CityWorks implementation: Create Storm/Event combined workflow with DPW by Q3	Rebecca/Amy	Complete	All Parks divisions training and using CityWorks. Workflow with DPW on pause.
ALL	2025	1.2, 1.5	CityWorks Implementation: Train all divisions. Assign asset values to facilities and parks by Q3	Amy	Complete	Hosted training sessions with all Divisions. Continue to onboard new staff and troubleshoot issues.
OPS	2025	1.2	BUDGET GOAL: Replace faded mile marker signs on CCT and Rail Trail by Q2	Amy	Complete	Complete; still need to remove old signs
Cemeteries	2025	1.2	Park Board adopt Cemetery Rules and Regulations policy to formalize how the City improves and maintains City cemeteries by Q1.	Amy	Complete	Approved by PB in March 2025
Cemeteries	2025	1.3	BUDGET GOAL: Create connector to bike-ped access on Adams Street through Rose Hill Cemetery by Q2 (\$5,000)	Amy	Complete	Contract for work up for approval at August Park Board
Cemeteries	2025	1.2	Audit the Rose Hill records for reclaiming empty plots for resale by Q3.	Amy	In Progress	continue in 2026, awaiting legal feedback.
OPS	2025	1.2	BUDGET GOAL: Replace PIP surfacing at Bryan Park 2-5 playground (safety issue)	Mark	Complete	
OPS	2025	1.2	BUDGET GOAL: Replace Woodlawn Shelter Roof by Q3 (\$25,000)	Mark	Complete	Was able to afford to replace all three Bryan Park shelter roofs
OPS	2025	1.1	Purchase 3x snow plow hydraulic blades by Q1	Mark	Complete	All three on order. Updated Snow Plow Assignment List w/ Amy in Jan 2025
OPS	2025	1.2	Remove unused powerline poles and damaged art piece from Lower Cascades Park by Q2.	Mark	Complete	Removed 3x poles, wires, and damaged art piece. 2 more poles remain.
OPS	2025	1.3	Complete Trail (and asphalt) Repairs: focused on root heave issues at Miller Shower Park this year	Mark	Complete	Contract up for approval at August Park Board.
OPS	2025	1.4	Complete playground accessibility repairs including replacement of transfer platforms on playgrounds (Building Trades, Highland Village, and Olcott Park), replacement of worn rubber surfacing at Bryan Park 2-5 playground and other surfacing repairs by Q3.	Mark	Complete	Olcott PIP completed, many transfer platforms repaired, Bryan 2-5 complete, moved over to 2026
OPS	2025	1.4	Complete drainage improvement at Sherwood Oaks with internal staff by Q3	Mark	Incomplete	Removed from budget
OPS	2025	1.2, 1.5	Complete irrigation water use audit and invest in water-saving measures - Ops Center by Q3	Mark	No Longer Applicable/Cannot Complete	New MMEO (Irrigation Specialist) hired; needs time to orient
OPS	2025	1.1	Replace outdoor security lighting at Ops Center by Q1.	Jim	Complete	
OPS	2025	1.1	Fix or remove decorative fountain WHB Park by Q4.	Jim	In Progress	The decorative fountain by AJB continues to break and fail after multiple attempts to fix. (moved over to 2026)
OPS	2025	1.2, 1.5	Update and install new electrical Outlets at SYMB by Q2	Jim	In Progress	
OPS	2025	1.2	Install wood floor at Switchyard Maintenance Building using surplus boards by Q4	ALL	Complete	Installed Dec-Jan 2025.
Urban Forestry	2025	1.4	Complete the third round of Bicentennial Planting by Q3	Haskell	Complete	Contract awarded to Native View March PB, planned completion in Fall of 2025, tree planting nearing 100% completion
Urban Forestry	2025	1.5	Establish Urban Forest Master Plan by Q4	Haskell	Substantially Complete	Shifted to Q4, UFMP group meetings ongoing. Nearing Rough Draft
Urban Forestry	2025	1.5	Develop Urban Forestry Policies, specifications and procedures document through Park Board Approval by Q1	Haskell	Complete	Approved March PB. Added quarterly Risk Updates
Urban Forestry	2025	1.4	Reinstate downtown tree grate sponsor program by Q4	Haskell	In Progress	Ace is working on memorial tree brochure insert
Urban Forestry	2025	1.1, 1.7	Renovate 17 downtown planters around the Square/Kirkwood with trees and shrubs by Q4	Haskell	Complete	Work Completed by Davey Tree for 20 new tree plantings
Urban Forestry	2025	1.1	Bryan Park Arboretum certification and yearly event planned by Q2	Haskell	Complete	Awarded certification in Feb 2025
Urban Forestry	2025	1.5, 2.4	Develop and launch Tree Assistance Program (TAP) Pilot by Q2	Haskell	Complete	Program to support private homeowners plant and manage trees, program launch Aug 1st.
Urban Forestry	2025	1.1, 1.7	Storm Resilience Pruning Project Phase 1 by Q2	Haskell	Substantially Complete	Contract awarded, waiting for work to complete
Urban Forestry	2025	1.1, 1.7	Storm Resilience Pruning Project Phase 2 by Q4	Haskell	No Longer Applicable/Cannot Complete	RFQ ready, waiting for phase one to have movement. Shifted to 2026
Urban Forestry	2025	1.5	Enact Callery Pear Year 3 removal and replacement program by Q4	Haskell	Complete	~65 removed, TOH took some initiative away with about 20 of those being removed
Urban Forestry	2025	1.7	Increase staffing and budget to get to a 10 year pruning cycle (1900 trees/year, min \$165,000 /year) by Q4	Haskell	Substantially Complete	1100 trees pruned so far 7/31/25, +1800 tree pruned as of 12/1/25
Urban Greenspace	2025	1.1	Remove 15 acres of invasive woody vegetation to improve line-of-sight along trails by Q4	Joanna	Complete	Invasive woody management has occurred on approximately 40 acres of BPRD managed trail corridors in 2025.
Urban Greenspace	2025	1.2	Develop property management plan for Sherwood Oaks Park/Jackson Creek Trail by Q4	Joanna	No Longer Applicable/Cannot Complete	Natural Resources area is now responsible for developing property management plans.
Urban Greenspace	2025	1.2	Develop property management plan for Crestmont Park by Q4	Joanna	No Longer Applicable/Cannot Complete	Natural Resources area is now responsible for developing property management plans.
Urban Greenspace	2025	1.8	BUDGET GOAL: Develop new landscape plan and hire contractor to manage downtown planters by Q1	Joanna	Complete	Contracted Nature's Way in Jan 2025 to enhance 14 planters around Courthouse Square. Completed phase 1 March 2025. Completed phase 2 May 2025. Working with UF to convert planters along Kirkwood (fall planting season)
Urban Greenspace	2025	1.5	Assess Adopt-a-Median and Roundabout programs for continuation or elimination by Q2	Joanna	Complete	Goal delayed to Q4. Have had meetings on this topic; looking to rebrand as a Sponsorship Program in conjunction with PW. Assessment completed moving forward with implementation phase in 2026.
Urban Greenspace	2025	2.2	Acquire Bee City USA Certification by Q4	Joanna	Complete	Working with Environmental Commission on application. Goal to present Bee City resolution to City Council in September for approval. Resolution No. 2025-14 approved by City Council 09.04.2025. Bee City USA certification official 10.14.2025. Bloomington Bee City Committee Introductory Meeting held 11.21.2025.
Natural Resources	2025	1.4	Plan and fund Griffy Restroom accessibility improvements by Q4	Mary	Incomplete	Staffing change; Need to connect with CFRD to begin feasibility and planning. Move to 2026-27
Natural Resources	2025	1.1, 1.7	Develop Management Plan for Leonard Springs Nature Park by Q4.	Mary	Incomplete	Staffing change; Move to 2026
Natural Resources	2025	1.4	Secure funding for North Shore and Wetland Accessible Trail by Q4	Mary	Incomplete	Staffing change; Move to 2026-2027
Natural Resources	2025	1.1, 1.2	Plan entrance improvements at Griffy Lake Nature Preserve by Q4.	Rebecca	Complete	Update December 2025: 2025 Asphalt Improvement Contract completed in Nov 2025 (RS)
Natural Resources	2025	1.2	ID Encroachments at GLNP and Winslow Woods by Q2	Mary/Rebecca	Substantially Complete	Three properties along the NE boundary of GLNP and Bethel Ln were encroaching. All owners have been contacted and are making efforts to remove their structures. Firepit was removed by Ops staff on 8/1/25. Update December 2025: Need to revisit progress and work on fully evaluating and closing social trail from middle property into North East Griffy by beginning of Q1 2026. Need to reevaluate Winslow Woods property lines for encroachment and social Trail closure in 2026.

Natural Resources	2025	1.2	Complete parking Study at GLNP, LSNP, Wapehani (GLNP Master Plan Updates) by Q4	Mary	No Longer Applicable/Cannot Compl	
Natural Resources	2025	2.4	New trail & Interpretive Signs at LSNP and Wapehani hiking trails by Q2	Heidi	In Progress	Locations for all 5 signs have been determined, rough draft is made for 1 sign, Sandy is working on 1 sign, Heidi is working on the other 3.
Natural Resources	2025	2.2	Develop two new outings and 3 challenges for OuterSpatial app by Q3	Heidi	Substantially Complete	Added RCA Bird Tour to OS. H&W Coordinator added monthly challenges (Winter Wander)
Natural Resources	2025	3.5	Develop registration program for new all-terrain wheelchair by Q2	Heidi	In Progress	Update December 2025: Trail chair was returned and replaced with a new chair that gives speed, braking, and turning controls to the adult. Have tested in the Ops parking lot, but need to test on trails. Have contacted 3 state parks to get information on their rental process.
Natural Resources	2025	2.2	Acquire Bird City Recertification by Q4	Heidi	Complete	Application approved. Bloomington listed as Bird Town on the website and a press release was sent out by Bloomington and Audubon.
Natural Resources	2025	2.1	Host three large community events with partners (Bug Fest, Earth Day, Nature Play Days) by Q4	Heidi	Complete	Earth Day took place on April 19 with 579 people, Nature Play Days June 7 with 138 people, and Bug Fest Sept 13 with 1,411 people.
No Longer Applicable/Cannot Compl		15				
In Progress		19				
Complete		57				
Substantially Complete		16				
Incomplete		7				



STAFF REPORT

D2

Agenda item

Admin. Approval: TS
Date: 2/11/26

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: February 19, 2026
SUBJECT: Master Plan Community Survey findings

Recommendation

This report is informational only.

Background

In late 2025, aQity completed a community survey for our 2026-2030 Master Plan. The complete results of that survey are included in the board packet, and I will be reviewing some high-level findings during the meeting. Also included is a summary of overall engagement from 110%, which considers focus groups, staff engagement, and the community questionnaire completed in summer 2025. These findings will be used to influence actions and goals in our final master plan, which we hope to bring before the board in the coming month or two.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street".

Tim Street, Director

Needs Assessment Survey (cont.)

Interests in Amenities and Programs

		Indicate if you use or have an interest in the following amenities	Select how well the interest is currently being met.
1	Trails for walking, hiking, biking	75%	89%
2	Open space/natural areas	61%	76%
3	Amenities in parks and along trails	60%	62%
4	Swimming pool/aquatic center	38%	60%
5	Pickleball courts	27%	71%

		Select which types of programs you use or have an interest in.	Select how well the interest is currently being met.
1	Farmers' Market	76%	86%
2	Outdoor concerts	69%	56%
3	Natural resources education	34%	54%
4	Gardening/orchard	34%	48%
5	Adult visual/perform. arts	31%	34%

Support/Opposition Levels of Potential Renovations

	Bryan Park Pool	Mills Pool	Frank Southern Center	Winslow Sports Park	Twin Lakes Rec Center / Sports Park
Support	78%	69%	76%	75%	73%
Oppose	22%	31%	24%	25%	27%

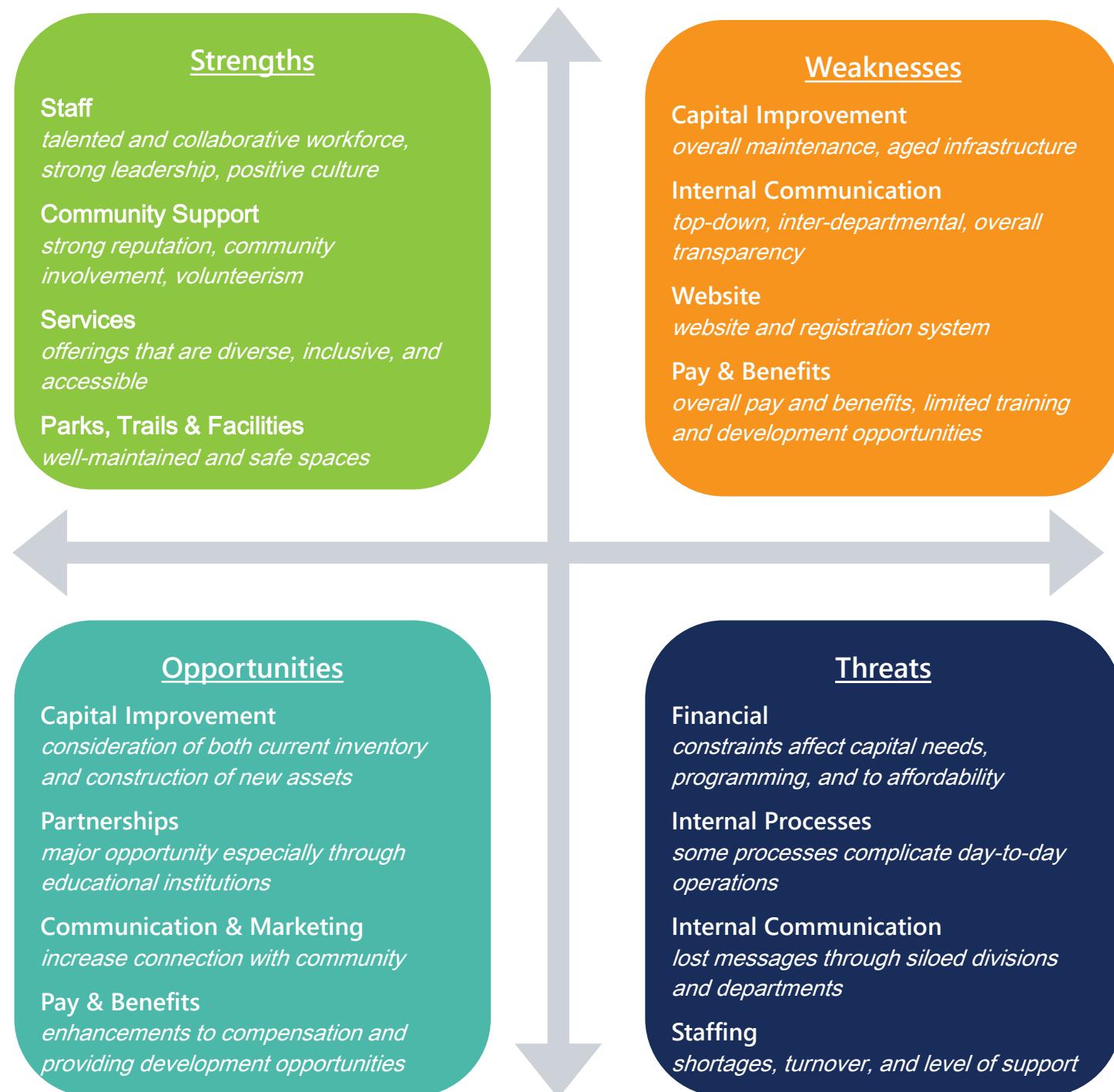
Engagement Summary Handout

Who We've Heard From

Staff	Commission & Council	Community
Planning Session	Planning Session	Focus Groups
April 2025	April 2025 <i>Parks Commission & City Council Reps</i>	April and June 2025 <i>80 participants / 6 groups</i>
Interviews	Board Meeting	Pop Up Engagements
April 2025	October 2025 <i>Parks Commission</i>	June 2025 <i>12 participants</i>
Workshop	Financial Sustainability Strat.	Questionnaire
April 2025		September 2025 <i>1,121 responses</i>
Focus Groups		Community Workshop
June 2025		October 2025 <i>22 participants</i>
Workshop		Virtual Engagement Room
June 2025 <i>Financial Sustainability Strat.</i>		October 2025 <i>18 participants</i>
Interviews		Provider Luncheon
October 2025		October 2025 <i>39 participants / 34 groups</i>
Workshop		Needs Assessment Survey
October 2025 <i>Service Analysis</i>		December 2025 <i>405 responses</i>

SWOT Analysis - Staff

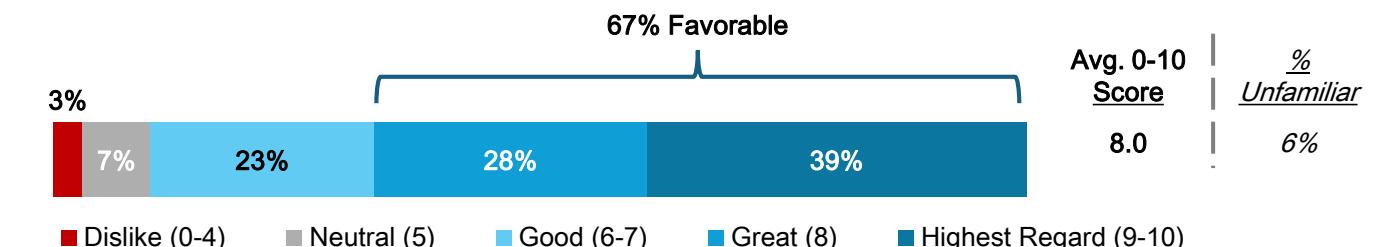
A staff Planning Session, hosted on April 3rd 2025, guided staff through an analysis of the Department's strengths, weaknesses, opportunities, and threats.



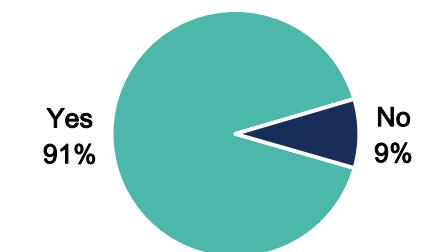
Needs Assessment Survey

A Community Needs Assessment Survey, open from November 15th – 21st 2025, surveyed respondents on their usage and thoughts on various Department services.

Overall Esteem Ratings of Bloomington Parks & Recreation



Do you believe that your household and its interests are properly represented and included in Bloomington Parks & Recreation services?



Parks and Facilities Visited or Used in the Past Year

	Parks	Facilities
1	B-Line Trail 73%	Bryan Park - Pool 24%
2	Switchyard Park 69%	Switchyard Park - Spray Pad 18%
3	Bryan Park 55%	Switchyard Park – Dog Park 17%
4	Griffy Lake Nature Preserve 48%	Twin Lakes Recreation 17%
5	Bloomington Rail Trail 40%	Cascades Golf Course 13%

Community Workshop & Virtual Engagement Room

The Community Workshop, hosted on October 7th, 2025, had five interactive stations at which participants could engage. Additionally, the Virtual Engagement Room mirrored the interactive stations of the Community Workshop and was open for community responses from October 7th to December 5th, 2025.

Below are highlights of two of the key stations.

Which two are most important to you?

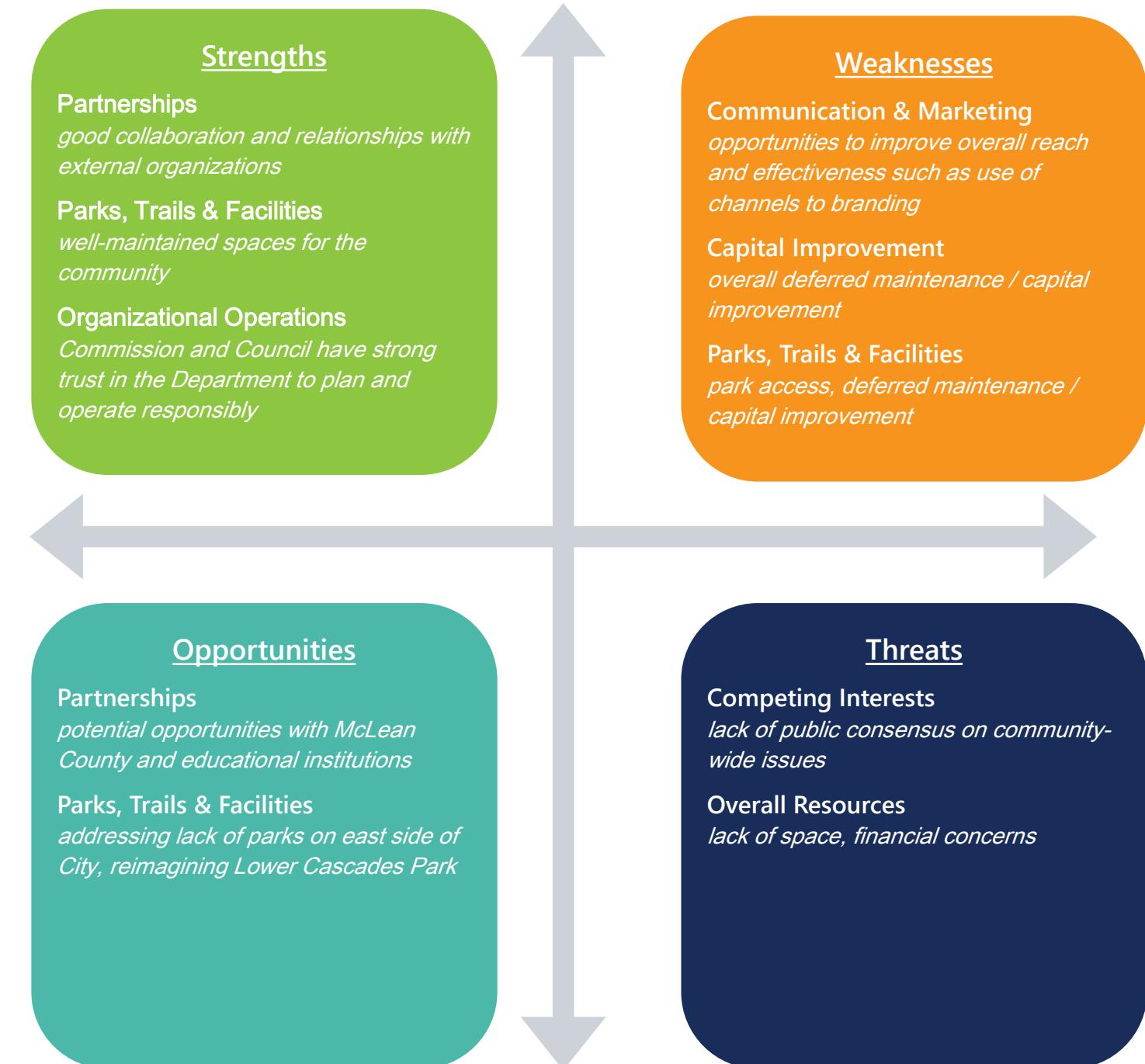
	High Quality Services (quality parks, facilities, recreation programs)	Add More Services (increase # of parks, facilities, recreation programs)	Stabilize Taxes & Fees
Community Workshop	81.8% (18)	59.1% (13)	54.5% (12)
Virtual Engagement Room	88.9% (16)	55.6% (10)	55.6% (10)
Combined	85.0%	57.5%	55.0%

What would you tell the Parks & Recreation Department today that it needs to hear?

	Community Workshop	Virtual Engagement Room	
1	Thanks/compliments 35.7% (5)	1	Thanks/compliments 75% (3)
T2	Add park and facility amenities 21.4% (3)	2	Financial considerations 25% (1)
T2	Environmental considerations 21.4% (3)		-

SWOT Analysis – Commissioners & Council

A Board of Park Commissioners/City Council Rep Planning Session, hosted on April 3rd 2025, guided appointed and elected representatives through an analysis of the Department's strengths, weaknesses, opportunities, and threats.



Community Focus Groups

Focus groups with community groups and individuals, held in April and June 2025, covered several relevant city-wide and departmental issues.

Top Community-Wide Issues in Next 3-5 Years		How Can the Department Help Address These Issues?	Barriers to Participation	How Should the Department Invest Its Resources?
1	Affordable Housing	Long-range Planning	Accessibility	Maintain Current Inventory
2	Unhoused Population	Accessibility	Communication & Marketing	Essential/Core Programs & Services
3	Financial Considerations	Safety	Affordability	Safety
4	Environmental Considerations	Partnerships	Safety	Environmental Considerations
5	Education	Programs & Services	-	Accessibility

Partnership Opportunities



Indiana University
increased student engagement and potential expansion of partnered experiential learning opportunities



Health & Human Services
local hospitals, rehab facilities, and organizations addressing poverty to increase reach, access and shared facilities/amenities



Inter-departmental
greater relations and collaboration between City departments

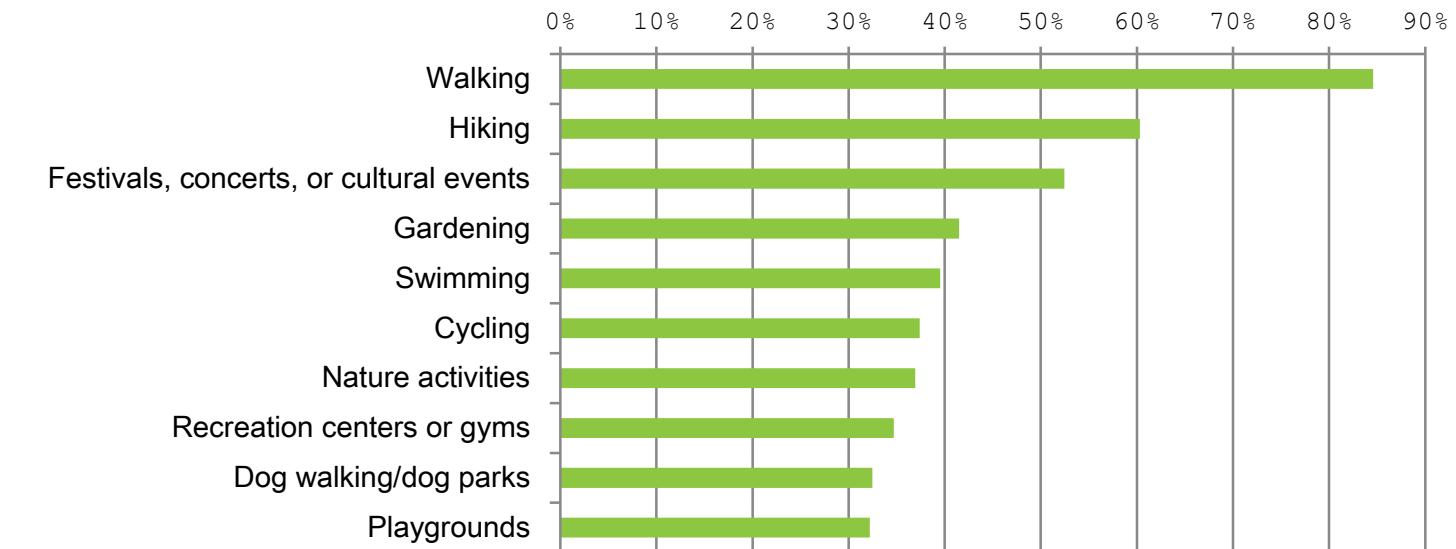


Environmental & Conservation Groups
organizations identified included Indiana State Parks, Sycamore Land Trust, and Sassafras Audubon Society

Questionnaire

The online Questionnaire, open to the public June to August 2025, asked respondents three key questions.

What activities do you or members of your household do to improve health and general well-being?



What should Bloomington Parks and Recreation prioritize to improve and better serve the well-being of the greater community?

What should Bloomington Parks and Recreation prioritize to improve and better serve the well-being of the greater community?		How would you prefer to get information about Bloomington Parks and Recreation parks, facilities, and activities?
1	Conservation of natural areas 49.2%	Social media 47.8%
2	Expanded and/or connected trails and paths 45.3%	Email newsletters 47.6%
3	Enhanced safety in parks and on trails 34.4%	City of Bloomington website 44.4%
4	Improved sports courts or athletic fields 23.8%	Printed program guide 29.3%
5	Other 22.7%	Local newspapers or news websites 20.8%