



AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Thursday, February 27, 2025 5:00pm
Council Chambers, 401 N Morton St, Bloomington, IN
Zoom

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

A-1	Approval of Minutes of January 30, 2025 Regular Meeting	
A-2	Approval of Claims Submitted January 30, 2025 through February 26, 2025	
A-3	Approval of Non-Reverting Budget Amendments	
A-4	Review of Business Reports	
A-5	Review/Approval of Credit Card Refunds	
A-6	Approval of Surplus	
A-7	Approval of Agreement with McCain Roofing for 2025 Services	Megan Stark
A-8	Approval of MOU with ITS for SYP Stage Rewiring	Leslie Brinson
A-9	Approval of Template Agreement for A Fair of the Arts	Crystal Ritter
A-10	Approval of Template Agreement for Performance & Entertainment activities	Crystal Ritter
A-11	Approval of Template Agreement for Concessions	Bill Ream
A-12	Approval of Template Agreements for Farmers' Market vendors	Clarence Boone
A-13	Approval of Template Agreements for Farmers' Market food and beverage artisans	Clarence Boone
A-14	Approval of Service Agreement with KingSnake Sound Company	Crystal Ritter
A-15	Approval of Agreement with KCI for invasive plant removal	Rebecca Swift

B. PUBLIC HEARINGS/APPEARANCES

B-1	Bravo Award – Eve Cusack	Emily Buuck
B-2	Staff Intro – Ella Thompson, Urban Greenspace Intern	Ella Thompson
B-3	Staff Intro – Lukas Redmond, Urban Greenspace Intern	Lukas Redmond
B-4	Staff Intro – Emerson Wells, Urban Greenspace Fellow	Emerson Wells

C. OTHER BUSINESS

C-1	Approval of Agreement with City Glass for 2025 services	Daren Eads
C-2	Approval of Parks Noise Permit for 2025 Events	Crystal Ritter
C-3	Approval of Agreement with Eco Logic for Invasive Management Services	Joanna Sparks
C-4	Approval of Partnership with Monroe County Senior League Baseball	Cody Martin
C-5	Approval of Policy Updates #2180 #6010 #6020 #6050 #6070 #6080 #7150 #10090 #13160 #13240 and #13250	Leslie Brinson
C-6	Approval of Risk Management and Emergency Plan	Leslie Brinson
C-7	Approval of Agreement with Centerstone for 2025 Brighten Bloomington crews	Rebecca Swift
C-8	Approval of Agreement with Everywhere Signs for Hopewell Commons installation	Rebecca Swift
C-9	Approval of Agreement with Kurdziel Barker Engineering for bridge inspection	Rebecca Swift
C-10	Presentation of 2024 Griffy Lake Nature Preserve Deer Browse Study Results. Approval of Agreement with Eco Logic for 2025 Griffy Deer Browse Monitoring	Heidi Shoemaker
C-11	Approval of 2025 Aquatic Facility Fees	Chris Hamric
C-12	Approval of Updated Fee Waiver Policy #11110	Satoshi Kido
C-13	Approval of Partnership with Pathways for 2025 pool usage	Chris Hamric
C-14	Approval of Fee Updates for Frank Southern Center	Chris Hamric
C-15	Approval of ROW Dedication for Rhorer Road	Tim Street

D. REPORTS

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E. PUBLIC COMMENT

ADJOURNMENT

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

The meeting may accessed virtually at the following link:

Join Zoom Meeting

<https://bloomington.zoom.us/j/88440725600?pwd=6MyP69XHsTFDJ32b9rAybTXJ25SL00.1>

Meeting ID: 884 4072 5600

Passcode: 172766

Dial by your location

- +1 646 931 3860 US
- +1 929 205 6099 US (New York)

Find your local number: <https://bloomington.zoom.us/j/88440725600?pwd=6MyP69XHsTFDJ32b9rAybTXJ25SL00.1>



A-1 March 2025

Minutes

City of Bloomington Board of Park Commissioners
 Regular Meeting: Thursday, January 30, 2025 5:00-6:30 p.m.
 Council Chambers, 401 N Morton St, Bloomington, IN
 Zoom

CALL TO ORDER - ROLL CALL

The meeting was called to order by Kathleen Mills at 5:03pm
 Present: Kathleen Mills, Ellen Rodkey, and Israel Herrera
 Absent: Jim Whitlatch

A. CONSENT CALENDAR

A-1	Approval of Minutes of December 10, 2024 Regular Meeting
A-2	Approval of Claims Submitted December 10, 2024 through January 29, 2025
A-3	Approval of Non-Reverting Budget Amendments
A-4	Review of Business Reports
A-5	Review/Approval of Credit Card Refunds
A-6	Approval of Surplus
A-7	Approval of Agreement with Winslow Ranch Marketing for 2025 services
A-8	Approval of Agreement with Everywhere Signs for 2025 services
A-9	Approval of Agreement with Green Hat Media for 2025 services
A-10	Approval of Agreement with Production House for 2025 services
A-11	Approval of Agreement with Gabe Wheeler LLC for 2025 services
A-12	Approval of Agreement with AS Altum for golf course irrigation consulting
A-13	Approval of Agreement with Mother Nature for tree treatment services
A-14	Approval of Agreement with KCI Tech for Lower Cascades invasive treatment
A-15	Approval of Agreement with B&L Sheet Metal for Buskirk-Chumley roof inspection, maintenance, and repairs 25-017
A-16	Approval of Agreement with Bruce's Welding for 2025 services
A-17	Approval of 2025 Garden Plot Rental Agreement Template
A-18	Approval of Agreement with J&S Locksmith for 2025 Services
A-19	Approval of Agreement with Commercial Service for TLRC HVAC needs
A-20	Approval of Agreement with Koorsen for 2025 Services
A-21	Approval of Agreement with Macallister Rentals for 2025
<i>Ellen Rodkey made a motion to approve the Consent Calendar. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i>	

B. PUBLIC HEARINGS/APPEARANCES

B-1	<i>Emily Buuck, Community Relations Coordinator</i> presented Girl Scout Troop 5156 with the January Bravo Award. Troop 5156 earned their Environment Badges, when 7 Scouts along with their parents assisted with cleanup of Bryan Park on December 15 th . The scouts learned about the park, what was required to keep them clean, and how to keep their selves safe when disposing of trash. Staff was grateful for the scouts hard work and support.
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C. OTHER BUSINESS

C-1	<u>Board Members Election of 2025 Officers</u> <i>Ellen Rodkey made a motion to elect Kathleen Mills as President of the Board of Park Commissioners. Israel Herrera seconded the motion. Vote taken: motions unanimously carried.</i> <i>Kathleen Mills made a motion to elect Ellen Rodkey as Vice President of the Board of Park Commissioners. Israel Herrera seconded the motion. Vote taken: motion unanimously carried.</i>
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	<p><i>Kathleen Mills made motion to approve Jim Whitlatch as the Representative to the Park Foundation. Ellen Rodkey seconded the motion. Vote taken: motion unanimously carried.</i></p> <p><i>Kathleen Mills made a motion to approve Israel Herrera as the Representative to the Planning Commission. Ellen seconded the motion. Vote take: motion unanimously carried.</i></p> <p><i>Ellen Rodkey made a motion to nominate Kim Clapp as the Secretary of the Board of Park Commissioners. Israel Herrera seconded the motion. Vote take: motion unanimously carried.</i></p>
	<p><u>Tim Street, Director commented:</u> Due to the quantity of items presented at the January meeting, and to the signing of documents being switched to DocuSign, some items were pending Legal approval. If there would be any issues with the approval, the document(s) would be brought back to the Board at a later date.</p>
C-2	<p><u>Tim Street, Director</u> presented Resolution 25-01 appropriating Parks Non-Reverting Fund 2025 Budget. Expenditure amounts for each Non-Reverting Fund were based on a review of 2023 actual expenses, 2024 budgeted expenses and budgeting based on the Division Director's estimates of program activity revenue and expenses for 2025. Staff recommended approval of the 2025 Non-Reverting Budget in an amount of \$2,292,883.75.</p> <p><i>Ellen Rodkey made a motion to approve Resolution 25-01 Appropriating Parks Non-Reverting Expenditures not otherwise appropriated. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-3	<p><u>Tim Street, Director</u> presented the agreement with 110 Percent Consulting. Staff wished to have a five year Master Plan developed. The Department required the services of a professional consultant to conduct comprehensive master plan actives and create the Parks and Recreation's 2026-2030 master plan, including: community surveying, focus groups, facility analysis, meetings with elected and appointed officials, develop financial sustainability strategy, and more.</p> <p>Phase One: February-June Infrastructure Conditions Assessment, Capital Improvement Plan, and Financial Sustainability Strategy.</p> <p>Phase Two: April-November 2026-2030 Master Plan, Equitable Community Engagement, Focus Groups, Workshops, Events, Needs Assessment, Organization Analysis and Priorities.</p> <p>Phase Three: October –February Implementations/Strategic Plan and Delivery of Final Recommendations and Reports</p> <p>Staff recommended approval of the contract with 110 Percent Consulting, in an amount not to exceed \$183,105. Funding for the project would be from Admin General Fund.</p> <p>Board Comments: <u>Ellen Rodkey inquired:</u> if Frank Southern Center would be included in the Facility Conditions assessment. <u>Tim Street responded:</u> Another consultant had recently assessed that facility, and staff would take those recommendations into consideration. That information would be provided to 110 Percent Consulting, and would be included in the final report. Staff would be doing their own assessment of outside courts. <u>Kathleen Mills inquired:</u> if consultants had previously been used to help develop Master Plans. <u>Tim Street responded:</u> Yes.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with 110Percent Consulting for the 2026-2030 Mater Plan. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-4	<p><u>Cody Martin, Sports/Facility Coordinator</u> presented the 2025 Partnership Agreement with Bloomington Football Club (BFC). Both BPRD and BFC wished to provide an opportunity for the community to participate in a specialized recreation programs that were designed to meet the needs of youth and adults in in the community and promote health and well-being through participation in cooperative and competitive recreational soccer programs, and a partnership between BPRD and BFC was in the public interest. Staff recommended approval of the partnership with Bloomington Football Club.</p> <p><i>Ellen Rodkey made a motion to approve the partnership with Bloomington Football Club for soccer programs. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-5	<p><u>Cody Martin, Sports/Facility Coordinator</u> presented the 2025 Partnership Agreement with Bloomington</p>

	<p>Junior League Baseball Association (BJLBA). Both BPRD and BJLBA wished to provide an opportunity for the community to participate in a specialized recreation programs that were designed to meet the needs of youth in the community and promote health and well-being through participation in cooperative and competitive recreational baseball programs, and a partnership between BPRD and BJLBA was in the public interest. Staff recommended approval of the partnership with Bloomington Junior League Baseball Association.</p> <p><i>Ellen Rodkey made a motion to approve the partnership with Bloomington Junior League Baseball Association. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-6	<p><u>Cody Martin, Sports/Facility Coordinator</u> presented the Partnership Agreement with Alicia Graves for TLSP Concessions. Alicia Graves would exclusively operate and maintain the concession for Twin Lakes Sports Park during the 2025 season, for a fee of \$2,500. The fee paid to BPRD would be for the space and select equipment. The agreement worked in the best interest of BPRD and Alicia Graves during the 2024 season. Staff recommended approval of the agreement with Alicia Graves.</p> <p><i>Ellen Rodkey made a motion to approve partnership with Alicia Graves for the Twin Lakes Sport Park Concessions. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-7	<p><u>Becky Higgins, Recreation Division Director</u> presented the 2025 Agreement with Area 10 Agency on Aging for Endwright East. The grant/partnership with Area 10 Endwright Active Living Community Center and BPRD would provide support to the Endwright East Center in College Mall Funds. The funds would help with the operations, programs, and staffing associated with the Center. The only change to the partnership: to simplify record keeping, Parks would be invoiced once per year, instead of three times per year. Funds were not to exceed, \$20,000. Staff recommended approval of the partnership with Area 10 Agency on Aging. Funding would be from Admin General Fund.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Area 10 Agency on Aging for Endwright Active Living Center. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-8	<p><u>Joanna Sparks, Urban Greenspace Manager</u> presented the agreement with Nature's Way. Staff wished to have improvements made to fourteen downtown planters. Vendor would remove entire contents down to base of planter, dispose of and replace with new soil, plant material and mulch. Staff recommended approval of agreement with Nature's Way in an amount to not exceed \$150,965.25. The project would be funded from Public Works 455-26-260000-54310.</p> <p><i>Ellen Rodkey made a motion to approve the contract with Nature's Way for improvements to downtown planters. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-9	<p><u>Joanna Sparks, Urban Greenspace Manager</u> presented the contract with 4 U Lawn & Landscape for alternate area mowing. In February 2024, BPRD and 4 U Lawn & Landscaping entered into an agreement to provide mowing and trimming services at sixteen BPRD properties, alternate locations. To continue to maintain parks and greenspace in good condition for public use, both parties wished to renew the contract for 2025 the season. Staff recommended approval of the renewal contract with 4 & Lawn & Landscaping in an amount not to exceed \$23,085. Funding for project would be form Urban Greenspace General Fund.</p> <p><i>Ellen Rodkey made a motion to approve the renewal of the contract with 4 U Lawn & Landscaping for alternate area mowing. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-10	<p><u>Joanna Sparks, Urban Greenspace Manager</u> presented the contract with Green Dragon for mowing services. In February 2024, BPRD and Green Dragon Lawn Care entered into an agreement to provide mowing and trimming services at twenty BPRD properties, primary locations. To continue to maintain parks and greenspace in good condition for public use, both parties wished to renew the contract for 2025 the season. Staff recommended approval of the renewal contract with Green Dragon Lawn Care in an amount not to exceed \$108,405. Funding for project would be form Urban Greenspace General Fund.</p> <p><i>Ellen Rodkey made a motion to approve renewal of contract with Green Dragon for mowing services. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-11	<p><u>Tim Street, Director</u> presented the Quitclaim Deeds for Switchyard Park. To satisfy closeout requirements for the Indiana Department of environmental Management, staff wished to consolidate ownership of the parcels comprising Switchyard Park under the Board of Park Commissioners. Staff recommended approval of the series of Quitclaim Deeds from both the Board of Public Works (three parcels) and the</p>

	<p>Redevelopment Commission (two parcels). The Board of Park Commissioners would approve the acceptance of the parcels, as well as quitclaim deeds to update ownership of parcels, and a new quitclaim deed for the consolidated parcels.</p> <p><i>Ellen Rodkey made a motion to approve the series of Quitclaim Deeds for Switchyard Park. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-12	<p><u>Tim Street, Director</u> presented the agreement with B&L Sheet Metal & Roofing. Due to results of a recent roof inspection and water penetration, staff wished to have ductwork repairs, and energy efficiency improvements made at Buskirk-Chumley Theater. Staff recommended approval of the contract with B&L Sheet Metal & Roofing in an amount not to exceed, \$97,450. Funding for the project would be through Economic and Sustainable Development Department funds reserved for energy efficiency improvements</p> <p><i>Ellen Rodkey made a motion to approve contract with B&L Sheet Metal & Roofing for repairs at Buskirk-Chumley Theater. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-13	<p><u>Hsiung Marler, Recreation Facility General Manager</u> presented the contract with Green Dragon Lawn Care for mowing services. In 2022, BPRD and Green Dragon Lawn Care entered into an agreement to provide mowing services at specified areas of Switchyard Park. To continue to maintain Switchyard Park and it's greenspace in good condition for public use, both parties wished to renew the contract for the 2025 season. Staff recommended approval of the renewal contract with Green Dragon Lawn Care in an amount not to exceed \$27,720. Pricing continued to be the same as what was in the original 2022 contract. Funding for project would be from Switchyard Park General Fund.</p> <p><i>Ellen Rodkey made a motion to approve the renewal of contract with Green Dragon Lawn Care for mowing services at Switchyard Park. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-14	<p><u>Hsiung Marler, Recreation Facility General Manager</u> due to an incident during a special event at Switchyard Park, the bridge behind the stage was damaged. Staff wished to have the necessary repairs made to the aluminum guardrail on the bridge. The event organizer had paid BPRD for the cost of the repairs. Staff recommended approval of the contract with Jerico Metal Specialties, in an amount not to exceed \$5,800. Funding would be from Switchyard Park Non-Reverting Fund.</p> <p><i>Ellen Rodkey made a motion to approve contract with Jerico Metal Specialties for repair of bridge at Switchyard Park. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-15	<p><u>Hsiung Marler, Recreation Facility General Manager</u> presented the agreement renewal with HFI for SYP. Staff wished to keep facilities in good working condition and required the services of a contractor to provide preventive maintenance at multiple areas of Switchyard Park. Preventive maintenance would include regularly scheduled electrical, plumbing, and HVAC maintenance. Staff recommended approval of renewing the 2024 contract with Harrell Fish, Inc. in an amount not to exceed \$12,703. Funding would be from Switchyard Park General Fund.</p> <p><i>Ellen Rodkey made a motion to approve renewal of contract with Harrell Fish, Inc. for preventive maintenance at Switchyard Park. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-16	<p><u>Bill Ream, Community Events Coordinator</u> presented the partnership agreement with Paso a Paso. BPRD, Paso a Paso, and Bloomington Community and Family Resources Department (CFRD) wished to partner to provide the community with the event known as A Piece of Latin America: Corazon de Jaripeo. The March event would be held at Switchyard Park, would feature Latin food and entertainment, and provide members of the local Latin community the opportunity to make contact with resources throughout the Bloomington area. No money would be exchanged in the partnership agreement. Staff recommended approval of the Partnership with Paso a Paso and CFRD.</p> <p>Board Comments: <u>Kathleen Mills inquired:</u> if Paso a Paso was a local organization. <u>Bill Reams responded:</u> it was a local student dance troupe.</p> <p><u>A representative from Paso a Paso provided information on how individuals could volunteer to help, and gave a brief description of what would take place at the 2025 event</u></p> <p><i>Ellen Rodkey made a motion to approve the partnership with Paso a Paso, and the Bloomington Community and Family Resources Department for the event A Piece of Latin America: Corazon de</i></p>

	<i>Jaripeo. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i>
C-17	<p><u>Daren Eads, Sports Facility Coordinator</u> presented the agreement with Woods Electric for electrical services. Staff wished to keep facilities in good working condition, and required the services of a contractor to provide general repairs/adjustments and/or replacements of lighting and electrical components on an as-needed basis. Staff recommended approval of the contract with Woods Electric, in an amount not to exceed \$15,000. Funding would be from multiple areas General Funds, as well as Twin Lakes Recreations Center Non-Reverting Fund.</p> <p>Board Comments: <u>Kathleen Mills inquired:</u> how would staff determine which contractor to call. <u>Daren Eads responded:</u> staff had previously worked with the vendors, and knew which one had the expertise for a certain project, or location, and sometimes it is just who is available when needed. The agreements were targeted to emergency uses. For larger projects, staff would request quotes and go through the contract process.</p> <p><i>Ellen Rodkey made a motion to approve the contact with Woods Electric. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-18	<p><u>Daren Eads, Sports Facility Coordinator</u> presented the agreement with Price Electric for electrical services. Staff wished to keep facilities in good working condition, and required the services of a contractor to provide electrical repairs services at various sports facilities on and as needed basis. Staff recommended approval of the contract with Price Electric, in an amount not to exceed \$15,000. Funding would be from multiple areas General Funds, as well as Twin Lakes Recreations Center Non-Reverting Fund.</p> <p><i>Ellen Rodkey made a motion to approve the contact with Price Electric. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-19	<p><u>Daren Eads, Sports Facility Coordinator</u> presented the agreement with Elite Electric LLC for electrical services. Staff wished to keep facilities in good working condition, and required the services of a contractor to provide electrical repairs services at various City park properties and facilities, on and as needed basis. Staff recommended approval of the contract with Elite Electric, LLS in an amount not to exceed \$15,000. Funding would be from multiple areas General Funds, as well as Twin Lakes Recreations Center Non-Reverting Fund.</p> <p><i>Ellen Rodkey made a motion to approve the contact with Elite Electric LLC. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-20	<p><u>Amy Leyenbeck, Operations Coordinator</u> presented the agreement with Huston Electric Holding Corp, formerly known as Cassady Electric for electrical services. Staff wished to keep facilities in good working condition, and required the services of a contractor to repair, adjust, and/or replace any lighting and electrical components at City parks and properties on and as needed basis. Staff recommended approval of the contract with Elite Electric, LLS in an amount not to exceed \$15,000. Funding would be from multiple areas General Funds, as well as Twin Lakes Recreations Center Non-Reverting Fund.</p> <p><i>Ellen Rodkey made a motion to approve the contact with Huston Electric Holding Corp. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-21	<p><u>Amy Leyenbeck, Operations Coordinator</u> presented the agreement with Izzy's for port-a-let services. For participants and visitors convenience, staff wished to provide clean portable toilets at park locations and community events. BPRD required the services of a contractor to provide cleaning/pumping services for portable toilets owned by the department at eleven sites, and portable toilet rental services as needed at various community events throughout the year. Staff recommended approval of the contract with Izzy's Rental in an amount not to exceed \$20,000. Funding would be from Operations General Fund and Community Events Non-Reverting Fund.</p> <p><i>Ellen Rodkey made a motion to approve the contact with Izzy's Rental for port-a-let services. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-22	<p><u>Amy Leyenbeck, Operations Coordinator</u> presented the agreement with Bledsoe Riggert Cooper & James (BRCJ). Throughout the year, due to projects and inquiries staff required the services of a professional to provide land boundary surveys, construction layout and civil engineering on an as needed basis. Staff recommended approval of the agreement BRCJ for these services, in an amount not to exceed \$10,000. Funding would be from Operations General Fund.</p>

	<i>Ellen Rodkey made a motion to approve the contact with Bledsoe Riggert Cooper & James. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i>
C-23	<p><u>Amy Leyenbeck, Operations Coordinator</u> presented the agreement with Indiana Door & Hardware. Staff wished to keep facilities secure and maintained in good working conditions, and required the services of a contractor to provide repair, adjustments, and/or replacement of door locks and key cores at city park properties and facilities on an as-needed basis. Staff recommended the approval of the contract with Indiana Door & Hardware in an amount not to exceed \$7,000. Funding would be from multiple General Funds, and Twin Lake Recreation Non-Reverting Fund.</p> <p><i>Ellen Rodkey made a motion to approve the contact with Indiana Door & Hardware. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-24	<p><u>Haskell Smith, Urban Forester</u> presented the agreement with JR Ellington. To help prevent undo harm or property damage, staff wished to have hazard tree removals, hazard mitigation or other applicable work done in a timely fashion. As some of the work could not be completed safely by in house crews, tree services of a professional contractor were required on an as-needed basis. Staff recommended approval of the contract with JR Ellington, in an amount not to exceed \$25,000. Funding would be from Urban Forestry General Fund.</p> <p><i>Ellen Rodkey made a motion to approve the contact with JR Ellington. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-25	<p><u>Haskell Smith, Urban Forester</u> presented the agreement with Bluestone. To help prevent undo harm, property damage, and be prepared for possible storm damage, staff wished to have hazard tree removals, hazard mitigation or other applicable work done in a timely fashion. As some of the work could not be completed safely by in house crews, tree services of a professional contractor were required on an as-needed basis. Staff recommended approval of the contract with Bluestone Tree, in an amount not to exceed \$25,000. Funding would be from Urban Forestry General Fund.</p> <p><i>Ellen Rodkey made a motion to approve the contact with Bluestone Tree. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-26	<p><u>Rebecca Swift, Operations & Development Division Director</u> presented the Duke Energy for Powerline Trail Encroachment. BPRD wished to construct a .9-mile multi-use trail within the easement operated by Duke Energy starting along S. Rogers St and extending west under the powerlines. The Monroe County Board of Commissioners approved the City's request for an easement in May 2024 to build and operate a trail in the preexisting utility easement on the county's Thomson Property. The trail will connect the Switchyard Park, Habitat for Humanity Osage Place neighborhood, and RCA Community Park. The agreement outlined the responsibilities between the City and Duke Energy for the trail's operation and maintenance.</p> <p><i>Ellen Rodkey made a motion to approve the power line trail, encroachment agreement with Duke Energy. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>
C-27	<p><u>Heidi Shoemaker, Natural Resources Coordinator</u> presented appointees for the Environmental Resources Advisory Council (ERAC) Four positions were up for reappointment, and four applications had been received. Staff recommended the approval of David Parkhurst, Adam Fudickar, Cathy Meyer, and Anne Crecelius to the Environmental Resource Advisory Council.</p> <p><i>Ellen Rodkey made a motion to approve the appointees: David Parkhurst, Adam Fudickar, Cathy Meyer, and Anne Crecelius to the Environmental Resources Advisory Council. Israel Herrera seconded the motion. Vote taken: motions unanimously carried 3-0.</i></p>

D. REPORTS

	None
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E. PUBLIC COMMENT

Kathleen Mills opened the floor to public comments.

No comments were received.

Tim Street, Director: gave a department update.

Recognized Steve Cotter for his 29 years of service to the Department. Steve retired the first of the year.

Recognized staff for managing the removal of 16 inches of snow, from the recent storm.

Hopewell Commons would be dedicated on April 23, 2025.

Revenue goals for General Fund were exceeded, and the year ended with a net of \$263,000. The Non-Reverting finished with a deficit of only \$24,000.

Capital items in the 2025 General Budget had been moved to a Bond Fund, and some remaining ARPA Funds would cover security costs.

The next Board of Park Commissioners meeting would be held on Thursday, February 27th, 5pm in Council Chambers.

ADJOURNMENT

Meeting was adjourned at 6:00 p.m.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Kim Clapp", positioned above a horizontal line.

Kim Clapp,
Secretary Board of Park Commissioners

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/7/2025	Payroll				184,589.45
					<u>184,589.45</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 184,589.45

1

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Board of Park Commissioners Claim Register

Invoice Date Range 02/01/25 - 02/14/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
5099 - Office Three Sixty, INC	3084072	18-(4) Pks of Letter Size Laminating Sheets for Main Office	Paid by EFT # 64009		02/04/2025	02/04/2025	02/14/2025		02/14/2025	29.72
Account 52110 - Office Supplies Totals Invoice Transactions 1										<u>\$29.72</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2873273216180125	06-Unlim'td LTE Laptp/Hotsp-121224-011125-287327321618X01192025	Paid by Check # 79693		02/05/2025	02/05/2025	02/05/2025		02/05/2025	410.12
13969 - AT&T Mobility II, LLC	2872974211320125	06-cell phone chgs 12/12/24-01/11/25-Inv. 287297421132X01192025	Paid by Check # 79694		02/05/2025	02/05/2025	02/05/2025		02/05/2025	70.34
Account 53210 - Telephone Totals Invoice Transactions 2										<u>\$480.46</u>
Program 181000 - Administration Totals Invoice Transactions 3										<u>\$510.18</u>
Program 181100 - Marketing										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320125	06-cell phone chgs 12/12/24-01/11/25-Inv. 287297421132X01192025	Paid by Check # 79694		02/05/2025	02/05/2025	02/05/2025		02/05/2025	70.34
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$70.34</u>
Program 181100 - Marketing Totals Invoice Transactions 1										<u>\$70.34</u>
Program 182001 - Aquatics - Bryan Pool										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320125	06-cell phone chgs 12/12/24-01/11/25-Inv. 287297421132X01192025	Paid by Check # 79694		02/05/2025	02/05/2025	02/05/2025		02/05/2025	29.24
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$29.24</u>
Program 182001 - Aquatics - Bryan Pool Totals Invoice Transactions 1										<u>\$29.24</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182002 - Aquatics - Mills Pool										
Account 53510 - Electrical Services										
223 - Duke Energy	020525-ParkDukeA	18-Parks Electric Charges December 2024 - January 2025	Paid by Check # 79696		02/05/2025	02/05/2025	02/05/2025		02/05/2025	21.26
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$21.26
								Program 182002 - Aquatics - Mills Pool Totals	Invoice Transactions 1	\$21.26
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3173016317	18-FSC Zam Propane 1 -14-25	Paid by EFT # 63888		02/04/2025	02/04/2025	02/14/2025		02/14/2025	103.73
2708 - AmeriGas Propane, LP	3173517044	18-FSC Zam Propane 1 -23-25	Paid by EFT # 63888		02/04/2025	02/04/2025	02/14/2025		02/14/2025	165.81
								Account 52240 - Fuel and Oil Totals	Invoice Transactions 2	\$269.54
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	798826	18-Gilmour Hose, trash can, marking paint	Paid by EFT # 63976		02/04/2025	02/04/2025	02/14/2025		02/14/2025	166.96
3560 - First Financial Bank / Credit Cards	P554595962194109	18- Pegs to keep hockey net in place at Franks Southern	Edit		02/12/2025	02/12/2025	02/12/2025			655.00
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	\$821.96
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3316227	18-FSC Rug cleaning (SA) 1-21-2025	Paid by EFT # 64022		02/04/2025	02/04/2025	02/14/2025		02/14/2025	70.73
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 1	\$70.73
Account 53990 - Other Services and Charges										
9501 - CTM Services, INC	7642	18- Zamboni Rental FSC - February 2025	Paid by EFT # 63927		02/04/2025	02/04/2025	02/14/2025		02/14/2025	2,950.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$2,950.00
								Program 182500 - Frank Southern Center Totals	Invoice Transactions 6	\$4,112.23
Program 183500 - Golf Services										
Account 52230 - Garage and Motor Supplies										
6410 - R&R Products, INC	CR118082	18 - Cascades Credit Memo-relay-30 AMP, meter-volt	Paid by EFT # 64028		02/04/2025	02/04/2025	02/14/2025		02/14/2025	(98.60)
6410 - R&R Products, INC	CD2984938	18 - Cascades Bedknives, brackets, sspindles, mowr blades	Paid by EFT # 64028		02/04/2025	02/04/2025	02/14/2025		02/14/2025	4,070.85
								Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 2	\$3,972.25



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52340 - Other Repairs and Maintenance										
6410 - R&R Products, INC	CD2985386	18 - Cascades Deck Chamber Assy	Paid by EFT # 64028		02/04/2025	02/04/2025	02/14/2025		02/14/2025	3,185.55
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$3,185.55
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320125	06-cell phone chgs 12/12/24-01/11/25-Inv. 287297421132X01192025	Paid by Check # 79694		02/05/2025	02/05/2025	02/05/2025		02/05/2025	29.24
Account 53210 - Telephone Totals									Invoice Transactions 1	\$29.24
Account 53310 - Printing										
5249 - Golf Associates Advertising Co., INC	299166	18 - Cascades Scorecards	Paid by EFT # 63953		02/04/2025	02/04/2025	02/14/2025		02/14/2025	1,223.60
Account 53310 - Printing Totals									Invoice Transactions 1	\$1,223.60
Account 53510 - Electrical Services										
223 - Duke Energy	020525-ParksDuke	18-Parks Electricity Charges December - January	Paid by Check # 79697		02/05/2025	02/05/2025	02/05/2025		02/05/2025	493.70
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$493.70
Account 54420 - Purchase of Equipment										
8754 - Beard Equipment Company, INC	01520114	18 -2025 John Deere ProGator 2020A Stock#218112	Paid by EFT # 63901		02/04/2025	02/04/2025	02/14/2025		02/14/2025	42,815.00
Account 54420 - Purchase of Equipment Totals									Invoice Transactions 1	\$42,815.00
Program 183500 - Golf Services Totals									Invoice Transactions 7	\$51,719.34
Program 184000 - Natural Resources										
Account 53160 - Instruction										
4698 - Indiana Lakes Management Society, INC	02399	18 - Heidi Shoemaker registration Lakes Management Conference	Paid by Check # 79711		02/04/2025	02/04/2025	02/14/2025		02/14/2025	185.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$185.00



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320125	06-cell phone chgs 12/12/24-01/11/25- Inv. 287297421132X011920 25	Paid by Check # 79694		02/05/2025	02/05/2025	02/05/2025		02/05/2025	111.44
					Account 53210 - Telephone Totals		Invoice Transactions 1			\$111.44
Account 53310 - Printing										
818 - Everywhere Signs, LLC	64418	18 - (100) Griffy Lake Annual Boat Launch Stickers 2025	Paid by EFT # 63942		02/04/2025	02/04/2025	02/14/2025		02/14/2025	250.00
					Account 53310 - Printing Totals		Invoice Transactions 1			\$250.00
					Program 184000 - Natural Resources Totals		Invoice Transactions 3			\$546.44
Program 184500 - Youth Services -Juke Box										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	798602	18-Foam Spray for Allison-Jukebox	Paid by EFT # 63976		02/04/2025	02/04/2025	02/14/2025		02/14/2025	9.99
					Account 52420 - Other Supplies Totals		Invoice Transactions 1			\$9.99
					Program 184500 - Youth Services -Juke Box Totals		Invoice Transactions 1			\$9.99
Program 186500 - Community Events										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	594190	18- In house built corn hole boards	Paid by EFT # 63906		02/04/2025	02/04/2025	02/14/2025		02/14/2025	180.64
409 - Black Lumber Co. INC	594243	18- Operations Built Corn Hole Boards	Paid by EFT # 63906		02/04/2025	02/04/2025	02/14/2025		02/14/2025	44.50
					Account 52420 - Other Supplies Totals		Invoice Transactions 2			\$225.14
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	102725	18- Dry Cleaning Santa and Mrs Clause costumes	Edit		02/12/2025	02/12/2025	02/12/2025			77.97
					Account 53990 - Other Services and Charges Totals		Invoice Transactions 1			\$77.97
					Program 186500 - Community Events Totals		Invoice Transactions 3			\$303.11



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 186502 - Community Events-Gardens										
Account 53160 - Instruction										
203 - INDIANA UNIVERSITY	509412-Mullins	18 - IU Executive Development Program Registration, Sarah Mullin	Paid by Check # 79713		02/04/2025	02/04/2025	02/14/2025		02/14/2025	257.50
								Account 53160 - Instruction Totals	Invoice Transactions 1	\$257.50
								Program 186502 - Community Events-Gardens Totals	Invoice Transactions 1	\$257.50
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	020525-ParkDukeA	18-Parks Electric Charges December 2024 - January 2025	Paid by Check # 79696		02/05/2025	02/05/2025	02/05/2025		02/05/2025	54.24
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$54.24
								Program 187001 - Adult Sports-Softball Totals	Invoice Transactions 1	\$54.24
Program 187202 - Youth Sports-Winslow										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320125	06-cell phone chgs 12/12/24-01/11/25-Inv. 287297421132X01192025	Paid by Check # 79694		02/05/2025	02/05/2025	02/05/2025		02/05/2025	29.24
								Account 53210 - Telephone Totals	Invoice Transactions 1	\$29.24
Account 53510 - Electrical Services										
223 - Duke Energy	020525-ParkDukeA	18-Parks Electric Charges December 2024 - January 2025	Paid by Check # 79696		02/05/2025	02/05/2025	02/05/2025		02/05/2025	17.91
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$17.91
								Program 187202 - Youth Sports-Winslow Totals	Invoice Transactions 2	\$47.15
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	020525-ParkDukeA	18-Parks Electric Charges December 2024 - January 2025	Paid by Check # 79696		02/05/2025	02/05/2025	02/05/2025		02/05/2025	230.32
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$230.32
								Program 187208 - Youth Sports-Olcott Totals	Invoice Transactions 1	\$230.32



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19PJ-GPKQ- HNVN	18-4'x100' Outdoor Garden Fencing for Banneker Garden	Paid by EFT # 63886		02/04/2025	02/04/2025	02/14/2025		02/14/2025	110.87
Account 52420 - Other Supplies Totals								Invoice Transactions	1	<u>\$110.87</u>
Account 53910 - Dues and Subscriptions										
199 - Monroe County Government	FSL-25-62- 011525	18- Banneker Kitchen Certification	Paid by Check # 79715		02/04/2025	02/04/2025	02/14/2025		02/14/2025	165.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	<u>\$165.00</u>
Program 187500 - Banneker Totals								Invoice Transactions	2	<u>\$275.87</u>
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320 125	06-cell phone chgs 12/12/24-01/11/25- Inv. 287297421132X011920 25	Paid by Check # 79694		02/05/2025	02/05/2025	02/05/2025		02/05/2025	24.16
Account 53210 - Telephone Totals								Invoice Transactions	1	<u>\$24.16</u>
Program 188001 - Inclusive Recreation Totals								Invoice Transactions	1	<u>\$24.16</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	188326	18-tide, power strip, surge protector, dust pan, erasing pads	Paid by Check # 79714		02/04/2025	02/04/2025	02/14/2025		02/14/2025	68.75
Account 52210 - Institutional Supplies Totals								Invoice Transactions	1	<u>\$68.75</u>
Account 52220 - Agricultural Supplies										
409 - Black Lumber Co. INC	594409	18-OPS (100) 25lb bags Safe Step Ice melt	Paid by EFT # 63906		02/04/2025	02/04/2025	02/14/2025		02/14/2025	1,599.00
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	1	<u>\$1,599.00</u>
Account 52240 - Fuel and Oil										
3560 - First Financial Bank / Credit Cards	41D5ae6f9677	18- EV Charging Fob - Swift	Edit		02/12/2025	02/12/2025	02/12/2025			7.50
Account 52240 - Fuel and Oil Totals								Invoice Transactions	1	<u>\$7.50</u>
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	593927	18-lumber for truck 830 - boards for bed side	Paid by EFT # 63906		02/04/2025	02/04/2025	02/14/2025		02/14/2025	26.58
409 - Black Lumber Co. INC	593917	18-OPS Materials for finishing the new SYMB flooring	Paid by EFT # 63906		02/04/2025	02/04/2025	02/14/2025		02/14/2025	453.92
8658 - Kleindorfer's Hardware LLC	764467	18-sandpaper	Paid by EFT # 63976		02/04/2025	02/04/2025	02/14/2025		02/14/2025	4.80



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	798685	18-nuts, parts for shop	Paid by EFT # 63976		02/04/2025	02/04/2025	02/14/2025		02/14/2025	11.04
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 4	\$496.34
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	798550	18-door locks (three)	Paid by EFT # 63976		02/04/2025	02/04/2025	02/14/2025		02/14/2025	16.47
8658 - Kleindorfer's Hardware LLC	799716	18-2 mm nuts (two)	Paid by EFT # 63976		02/04/2025	02/04/2025	02/14/2025		02/14/2025	2.80
476 - Southern Indiana Parts, INC (Napa Auto Parts)	620735	18-shop supplies; pliers, battery cleaner, silicone comp	Paid by EFT # 64044		02/04/2025	02/04/2025	02/14/2025		02/14/2025	61.87
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 3	\$81.14
Account 52420 - Other Supplies										
313 - Fastenal Company	INBLM237460	18-OPS Vending: supplies and PPE for OPS crews	Paid by EFT # 63943		02/04/2025	02/04/2025	02/14/2025		02/14/2025	378.43
12346 - Global Equipment CO., INC (Global Industrial)	122813149	18-OPS (3) Frost biomedical sharps lock box	Paid by EFT # 63951		02/04/2025	02/04/2025	02/14/2025		02/14/2025	833.84
8658 - Kleindorfer's Hardware LLC	798575	18-plastic wood, foam brushes	Paid by EFT # 63976		02/04/2025	02/04/2025	02/14/2025		02/14/2025	12.91
8639 - Willoughby Industries INC	152180	18-OPS (2) replacement drinking fountains	Paid by EFT # 64084		02/04/2025	02/04/2025	02/14/2025		02/14/2025	9,929.73
Account 52420 - Other Supplies Totals									Invoice Transactions 4	\$11,154.91
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320125	06-cell phone chgs 12/12/24-01/11/25-Inv. 287297421132X01192025	Paid by Check # 79694		02/05/2025	02/05/2025	02/05/2025		02/05/2025	234.74
Account 53210 - Telephone Totals									Invoice Transactions 1	\$234.74
Account 53510 - Electrical Services										
223 - Duke Energy	020525-ParkDukeA	18-Parks Electric Charges December 2024 - January 2025	Paid by Check # 79696		02/05/2025	02/05/2025	02/05/2025		02/05/2025	248.45
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$248.45



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888106-7020525	18-Natural Gas Rose Hill 2- 12/31/24-01/30/25	Edit		02/12/2025	02/12/2025	02/12/2025			334.58
Account 53540 - Natural Gas Totals									Invoice Transactions 1	<u>\$334.58</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003653666	18-Landfill OPS - 545 S. Adams-January 2025	Paid by EFT # 63872		02/05/2025	02/05/2025	02/05/2025		02/05/2025	171.26
Account 53950 - Landfill Totals									Invoice Transactions 1	<u>\$171.26</u>
Program 189000 - Operations Totals									Invoice Transactions 18	<u>\$14,396.67</u>
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
8953 - Gemplers INC	INV0004602911	18-disposable gloves- 1/28/25	Paid by EFT # 63949		02/04/2025	02/04/2025	02/14/2025		02/14/2025	10.99
8953 - Gemplers INC	INV0004602439	18-disposable gloves, apron, boot/shoe dryer	Paid by EFT # 63949		02/04/2025	02/04/2025	02/14/2025		02/14/2025	497.36
8953 - Gemplers INC	INV0004602469	18-disposable gloves- 1/22/25	Paid by EFT # 63949		02/04/2025	02/04/2025	02/14/2025		02/14/2025	54.13
8953 - Gemplers INC	INV0004602995	18-disposable gloves- 1/29/25	Paid by EFT # 63949		02/04/2025	02/04/2025	02/14/2025		02/14/2025	208.81
Account 52210 - Institutional Supplies Totals									Invoice Transactions 4	<u>\$771.29</u>
Account 52310 - Building Materials and Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	251488	18- SYP pick sticks and driveway markers	Paid by Check # 79714		02/04/2025	02/04/2025	02/14/2025		02/14/2025	161.69
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	<u>\$161.69</u>
Account 53510 - Electrical Services										
223 - Duke Energy	020525-ParkDukeA	18-Parks Electric Charges December 2024 - January 2025	Paid by Check # 79696		02/05/2025	02/05/2025	02/05/2025		02/05/2025	3,356.16
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$3,356.16</u>
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00856153	18- SYP Fire Extinguisher and E-Light Test Inspection	Paid by EFT # 63978		02/04/2025	02/04/2025	02/14/2025		02/14/2025	578.55
Account 53610 - Building Repairs Totals									Invoice Transactions 1	<u>\$578.55</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3316602	18 -SYP Vestibule Rug Service 1/22/25	Paid by EFT # 64022		02/04/2025	02/04/2025	02/14/2025		02/14/2025	114.33
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	<u>\$114.33</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003652863	18 SYP 8 Yard Dumpster - Jan 2025	Edit		02/12/2025	02/12/2025	02/12/2025			349.24
Account 53950 - Landfill Totals								Invoice Transactions	1	<u>\$349.24</u>
Program 189006 - Switchyard Property Totals								Invoice Transactions	9	<u>\$5,331.26</u>
Program 189500 - Urban Greenspace										
Account 52220 - Agricultural Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	188177	18 - UGS sales tax credit (invoice 323130)	Paid by Check # 79714		02/04/2025	02/04/2025	02/14/2025		02/14/2025	(1.24)
4574 - John Deere Financial f.s.b. (Rural King)	323130	18-cracked corn	Paid by Check # 79714		02/04/2025	02/04/2025	02/14/2025		02/14/2025	18.82
5391 - Spence Restoration Nursery, INC	4614	18 - UGS native seed for WSC restoration areas	Paid by EFT # 64046		02/04/2025	02/04/2025	02/14/2025		02/14/2025	2,915.00
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	3	<u>\$2,932.58</u>
Account 52420 - Other Supplies										
5594 - Bloomington Hardware Co., INC	717761	18 - UGS burlap for native seed planting	Paid by EFT # 63909		02/04/2025	02/04/2025	02/14/2025		02/14/2025	9.99
Account 52420 - Other Supplies Totals								Invoice Transactions	1	<u>\$9.99</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320125	06-cell phone chgs 12/12/24-01/11/25-Inv. 287297421132X01192025	Paid by Check # 79694		02/05/2025	02/05/2025	02/05/2025		02/05/2025	246.60
Account 53210 - Telephone Totals								Invoice Transactions	1	<u>\$246.60</u>
Program 189500 - Urban Greenspace Totals								Invoice Transactions	5	<u>\$3,189.17</u>
Program 189501 - Cemeteries										
Account 52340 - Other Repairs and Maintenance										
4574 - John Deere Financial f.s.b. (Rural King)	251873	18-garden hose supplies, battery cleaner, battery terminal kit	Paid by Check # 79714		02/04/2025	02/04/2025	02/14/2025		02/14/2025	123.87
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	1	<u>\$123.87</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320125	06-cell phone chgs 12/12/24-01/11/25-Inv. 287297421132X01192025	Paid by Check # 79694		02/05/2025	02/05/2025	02/05/2025		02/05/2025	41.10
							Account 53210 - Telephone Totals		Invoice Transactions 1	<hr/> \$41.10
							Program 189501 - Cemeteries Totals		Invoice Transactions 2	<hr/> \$164.97
Program 189503 - Urban Forestry										
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	593569	18-UF-lumber for sideboards, screws, driver bit	Paid by EFT # 63906		02/04/2025	02/04/2025	02/14/2025		02/14/2025	112.12
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1	<hr/> \$112.12
Account 52420 - Other Supplies										
6262 - Koenig Equipment, INC	P48805	18- UF - Drive tube assembly for power pruner	Paid by EFT # 63977		02/04/2025	02/04/2025	02/14/2025		02/14/2025	310.49
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<hr/> \$310.49
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320125	06-cell phone chgs 12/12/24-01/11/25-Inv. 287297421132X01192025	Paid by Check # 79694		02/05/2025	02/05/2025	02/05/2025		02/05/2025	199.92
							Account 53210 - Telephone Totals		Invoice Transactions 1	<hr/> \$199.92
Account 53990 - Other Services and Charges										
3735 - Bluestone Tree, INC.	16763	18-UF - tree removal/cleanup - 522 W, 2nd St	Paid by EFT # 63911		02/04/2025	02/04/2025	02/14/2025		02/14/2025	5,720.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<hr/> \$5,720.00
							Program 189503 - Urban Forestry Totals		Invoice Transactions 4	<hr/> \$6,342.53
							Department 18 - Parks & Recreation Totals		Invoice Transactions 72	<hr/> \$87,635.97
							Fund 2204 - Park and Recreation - Operating Totals		Invoice Transactions 72	<hr/> \$87,635.97



Board of Park Commissioners Claim Register

Invoice Date Range 02/01/25 - 02/14/25

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 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	80-188042	18-FSC Concessions items for sale 1-27-25	Paid by EFT # 63952		02/04/2025	02/04/2025	02/14/2025		02/14/2025	672.90
5819 - Synchrony Bank	7137	18-FSC Concessions items 1/24/25	Paid by Check # 79722		02/04/2025	02/04/2025	02/14/2025		02/14/2025	275.08
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 2			\$947.98
Program 182501 - Frank Southern Center Concession Totals							Invoice Transactions 2			\$947.98
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
53619 - Ping, INC	18004894	18-one putter	Paid by EFT # 64021		02/04/2025	02/04/2025	02/14/2025		02/14/2025	178.59
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 1			\$178.59
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions 1			\$178.59
Program 184501 - Youth Services-Kid City Camps										
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	3NEBPW	18- Airline Tickets Southwest Amy Shrake Camp Conference	Edit		02/12/2025	02/12/2025	02/12/2025			360.96
Account 53230 - Travel Totals							Invoice Transactions 1			\$360.96
Program 184501 - Youth Services-Kid City Camps Totals							Invoice Transactions 1			\$360.96
Program 185000 - Twin Lakes Recreation Center										
Account 52310 - Building Materials and Supplies										
50637 - Bender Lumber Company INC	16667	18- TLRC Front Foyer Door/Wall Project	Paid by EFT # 63904		02/04/2025	02/04/2025	02/14/2025		02/14/2025	448.56
50637 - Bender Lumber Company INC	18587	18- TLRC Front Foyer Door/Wall Project; drywall sanding screen,	Paid by EFT # 63904		02/04/2025	02/04/2025	02/14/2025		02/14/2025	19.95
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 2			\$468.51
Account 52420 - Other Supplies										
6740 - Gilles Home Sales & Service (Fitness Exercise)	110709	18 - Cable replacement free motion equipment	Paid by EFT # 63950		02/04/2025	02/04/2025	02/14/2025		02/14/2025	181.70
2406 - LUMOS Holding US Acquisition, Co (Life Fitness)	7901555	18-TLRC Fitness Equipment repairs- 1/16/25	Paid by EFT # 63986		02/04/2025	02/04/2025	02/14/2025		02/14/2025	465.61
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$647.31
Account 53510 - Electrical Services										
223 - Duke Energy	020525-ParksDuke	18-Parks Electricity Charges December - January	Paid by Check # 79697		02/05/2025	02/05/2025	02/05/2025		02/05/2025	25.11
Account 53510 - Electrical Services Totals							Invoice Transactions 1			\$25.11



Board of Park Commissioners Claim Register

Invoice Date Range 02/01/25 - 02/14/25

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 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888116-6020525	18-Natural Gas TLRC - 12/31/24-01/30/25	Edit		02/12/2025	02/12/2025	02/12/2025			1,074.05
Account 53540 - Natural Gas Totals										Invoice Transactions 1
										<u>\$1,074.05</u>
Account 53610 - Building Repairs										
53657 - Plymate, INC	3318195	18 - TLRC Entry Mat Service 1-29-25	Paid by EFT # 64022		02/04/2025	02/04/2025	02/14/2025		02/14/2025	82.38
Account 53610 - Building Repairs Totals										Invoice Transactions 1
										<u>\$82.38</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	395368	18- Elevator Permit Twin Lakes	Edit		02/12/2025	02/12/2025	02/12/2025			131.32
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										<u>\$131.32</u>
Program 185000 - Twin Lakes Recreation Center Totals										Invoice Transactions 8
										<u>\$2,428.68</u>
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	012125	18-TLRC Fitness Specialist	Paid by EFT # 63898		02/04/2025	02/04/2025	02/14/2025		02/14/2025	70.00
9124 - Karin B Coopersmith	013125	18-TLRC Fitness Specialist	Paid by EFT # 63925		02/04/2025	02/04/2025	02/14/2025		02/14/2025	187.50
8370 - Alice M Day	012125	18-TLRC Fitness Specialist	Paid by EFT # 63932		02/04/2025	02/04/2025	02/14/2025		02/14/2025	31.25
13007 - Valeria A Decastro	012225	18-TLRC Fitness Specialist	Paid by EFT # 63933		02/04/2025	02/04/2025	02/14/2025		02/14/2025	70.00
9125 - Julie Ann Madewell	013125	18-TLRC Fitness Specialist	Paid by EFT # 63989		02/04/2025	02/04/2025	02/14/2025		02/14/2025	31.25
8399 - Gustavus Alexis McLeod	012125	18-TLRC Fitness Specialist	Paid by EFT # 63991		02/04/2025	02/04/2025	02/14/2025		02/14/2025	62.50
9212 - Siddhartha T McLeod	012325	18-TLRC Fitness Specialist	Paid by EFT # 63992		02/04/2025	02/04/2025	02/14/2025		02/14/2025	31.25
8451 - Sarah K Peters	013125	18-TLRC Fitness Specialist	Paid by EFT # 64020		02/04/2025	02/04/2025	02/14/2025		02/14/2025	84.00
9378 - Feather Byghe Sebree	012725	18-TLRC Fitness Specialist	Paid by EFT # 64038		02/04/2025	02/04/2025	02/14/2025		02/14/2025	31.25
9332 - Lauren Ashley Stein	013025	18-TLRC Fitness Specialist	Paid by EFT # 64051		02/04/2025	02/04/2025	02/14/2025		02/14/2025	31.25
8581 - Catherine M Storm	013025	18-TLRC Fitness Specialist	Paid by EFT # 64055		02/04/2025	02/04/2025	02/14/2025		02/14/2025	62.50
8184 - Emily E Tally	013025	18-TLRC Fitness Specialist	Paid by EFT # 64059		02/04/2025	02/04/2025	02/14/2025		02/14/2025	125.00
9354 - Logan Thomas	013025	18-TLRC Fitness Specialist	Paid by EFT # 64065		02/04/2025	02/04/2025	02/14/2025		02/14/2025	168.00



Board of Park Commissioners Claim Register

Invoice Date Range 02/01/25 - 02/14/25

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										
9126 - Meredith I Wendell	012825	18-TLRC Fitness Specialist	Paid by EFT # 64081		02/04/2025	02/04/2025	02/14/2025		02/14/2025	93.75
9222 - Skyler Wildfong	012725	18-TLRC Fitness Specialist	Paid by EFT # 64083		02/04/2025	02/04/2025	02/14/2025		02/14/2025	93.75
7960 - Lauren Wilson (Elae Entertainment Group LLC)	012725	18-TLRC Fitness Specialist	Paid by EFT # 64085		02/04/2025	02/04/2025	02/14/2025		02/14/2025	93.75
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	16		\$1,267.00
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions	16		\$1,267.00
Program 185003 - TLRC-Basketball										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	21297	18-TLRC-BYB Season III Jerseys (129)	Paid by EFT # 63878		02/04/2025	02/04/2025	02/14/2025		02/14/2025	2,354.25
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	21296	18-TLRC-BYB Season III jerseys (135)	Paid by EFT # 63878		02/04/2025	02/04/2025	02/14/2025		02/14/2025	2,463.75
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	21358	18-TLRC-BYB Season III Jerseys (61)	Paid by EFT # 63878		02/04/2025	02/04/2025	02/14/2025		02/14/2025	1,113.25
Account 52430 - Uniforms and Tools Totals							Invoice Transactions	3		\$5,931.25
Account 53940 - Temporary Contractual Employee										
8414 - Scott Matthew Burton	013025	18-TLRC Basketball Official	Paid by EFT # 63917		02/04/2025	02/04/2025	02/14/2025		02/14/2025	150.00
17565 - Michael B Hicks (Contractual)	012825	06-TLRC Basketball Official	Paid by EFT # 63959		02/04/2025	02/04/2025	02/14/2025		02/14/2025	50.00
8961 - Brandon Olson	013025	06-TLRC Basketball Official	Paid by EFT # 64010		02/04/2025	02/04/2025	02/14/2025		02/14/2025	50.00
7184 - Larry Branam	012925	18-TLRC Basketball Official	Paid by EFT # 63914		02/04/2025	02/04/2025	02/14/2025		02/14/2025	50.00
9559 - Jonathan Macy	012825	18-TLRC Basketball Official	Paid by EFT # 63987		02/04/2025	02/04/2025	02/14/2025		02/14/2025	100.00
8862 - Gavin Muhlenkamp	013025	18-TLRC Basketball Official	Paid by EFT # 64002		02/04/2025	02/04/2025	02/14/2025		02/14/2025	100.00
9555 - Matthew Shane Murphy	012925	18-TLRC Basketball Official	Paid by EFT # 64004		02/04/2025	02/04/2025	02/14/2025		02/14/2025	100.00
9167 - David E Stewart	013025	18-TLRC Basketball Official	Paid by EFT # 64053		02/04/2025	02/04/2025	02/14/2025		02/14/2025	150.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	8		\$750.00
Program 185003 - TLRC-Basketball Totals							Invoice Transactions	11		\$6,681.25
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
8155 - PepsiCo Beverage Sales, LLC	40296007	18-TLRC Concession Items -1-22-25	Paid by EFT # 64019		02/04/2025	02/04/2025	02/14/2025		02/14/2025	817.45



Board of Park Commissioners Claim Register

Invoice Date Range 02/01/25 - 02/14/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
8155 - PepsiCo Beverage Sales, LLC	52221005	18 - TLRC Concessions Items for Sale 1-29-2025	Paid by EFT # 64019		02/04/2025	02/04/2025	02/14/2025		02/14/2025	1,416.05
5819 - Synchrony Bank	8654	18-TLRC Concession Items - 1/27/25	Paid by Check # 79722		02/04/2025	02/04/2025	02/14/2025		02/14/2025	417.56
5819 - Synchrony Bank	7071	18-TLRC Concession Items - 1/24/25	Paid by Check # 79722		02/04/2025	02/04/2025	02/14/2025		02/14/2025	82.52
21145 - Sysco USA III, LLC	438330438	18 - TLRC Concession Supplies 1-29-25	Paid by EFT # 64057		02/04/2025	02/04/2025	02/14/2025		02/14/2025	681.02
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 5			\$3,414.60
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 5			\$3,414.60
Program 186500 - Community Events										
Account 52420 - Other Supplies										
4798 - Fun Express, LLC	73555634001	18 - Prizes for Winter Palooza Event-table cloths, plush animals	Paid by EFT # 63947		02/04/2025	02/04/2025	02/14/2025		02/14/2025	214.19
5099 - Office Three Sixty, INC	3084072	18-(4) Pks of Letter Size Laminating Sheets for Main Office	Paid by EFT # 64009		02/04/2025	02/04/2025	02/14/2025		02/14/2025	29.72
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$243.91
Program 186500 - Community Events Totals							Invoice Transactions 2			\$243.91
Program 186503 - Community Events-Farmers' Market										
Account 52420 - Other Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0694018	18- FM Restroom Supplies-roll paper towels	Paid by EFT # 63944		02/04/2025	02/04/2025	02/14/2025		02/14/2025	233.26
9269 - Ferguson Facilities Supply, HP Products #3400	CM061682	18-FM Restroom Supplies- Credit-roll paper towels	Paid by EFT # 63944		02/04/2025	02/04/2025	02/14/2025		02/14/2025	(116.63)
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$116.63
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320125	06-cell phone chgs 12/12/24-01/11/25-Inv. 287297421132X01192025	Paid by Check # 79694		02/05/2025	02/05/2025	02/05/2025		02/05/2025	70.34
Account 53210 - Telephone Totals							Invoice Transactions 1			\$70.34
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions 3			\$186.97



Board of Park Commissioners Claim Register

Invoice Date Range 02/01/25 - 02/14/25

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 189006 - Switchyard Property										
Account 53160 - Instruction										
203 - INDIANA UNIVERSITY	IUBL-25-4-Tull	18 -SYP IUEDP Registration for Maggie Tull	Paid by Check # 79713		02/04/2025	02/04/2025	02/14/2025		02/14/2025	250.00
Account 53160 - Instruction Totals							Invoice Transactions	1		\$250.00
Program 189006 - Switchyard Property Totals							Invoice Transactions	1		\$250.00
Program 189400 - Hopewell										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	1011656386	18- Skate Stoppers Hopewell	Edit		02/12/2025	02/12/2025	02/12/2025			1,915.74
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$1,915.74
Program 189400 - Hopewell Totals							Invoice Transactions	1		\$1,915.74
Department 18 - Parks & Recreation Totals							Invoice Transactions	51		\$17,875.68
Fund 2211 - Park Nonreverting Operating Totals							Invoice Transactions	51		\$17,875.68
Fund 2402 - ARP COVID Local Fiscal Recovery										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 54510 - Other Capital Outlays										
19741 - Mader Design, LLC	2005	18-Design Services for Building Trades Phase I Improv 1/31/25	Paid by EFT # 63988		02/04/2025	02/04/2025	02/14/2025		02/14/2025	1,000.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$1,000.00
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions	1		\$1,000.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$1,000.00
Fund 2402 - ARP COVID Local Fiscal Recovery Totals							Invoice Transactions	1		\$1,000.00
Fund 4655 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
19278 - Milestone Contractors, LP	MILHOPEPHIE- AP15	15-Hopewell Phase 1 East Infrastructure 11/1-11/31/24-App 15	Paid by EFT # 63997		02/04/2025	02/04/2025	02/14/2025		02/14/2025	44,744.98
3444 - Rundell Ernstberger Associates, INC	2022-1663-26	18-Addendum-Gateway PH I Design-serv thru 12/31/24	Paid by EFT # 64034		02/04/2025	02/04/2025	02/14/2025		02/14/2025	923.70
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	2		\$45,668.68
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals							Invoice Transactions	2		\$45,668.68
Department 18 - Parks & Recreation Totals							Invoice Transactions	2		\$45,668.68
Fund 4655 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	2		\$45,668.68
Grand Totals							Invoice Transactions	126		\$152,180.33

REGISTER OF CLAIMS
Board of Park Commissioners Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
02/14/25	Claims				\$152,180.33
					<u>\$152,180.33</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 \$152,180.33 2/14/2025

Dated this ____ day of _____ year of 20____.

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

Fiscal Office_____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/21/2025	Payroll				186,824.68
					<u>186,824.68</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 186,824.68

1

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____



Board of Park Commissioners Claim Register

Invoice Date Range 02/15/25 - 02/28/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LXT-R11G-34F3	18-Service Award Frames and Mic Cable for Community Relations	Paid by EFT # 64126		02/18/2025	02/18/2025	02/28/2025		02/28/2025	27.24
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										\$27.24
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	43869	18-250 #10 window envelopes w/Parks return address	Paid by EFT # 64122		02/18/2025	02/18/2025	02/28/2025		02/28/2025	90.00
Account 53310 - Printing Totals										Invoice Transactions 1
										\$90.00
Program 181000 - Administration Totals										Invoice Transactions 2
										\$117.24
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MQF-C666-1HK7	18-50 pcs Push Pins, Bulletin Board Borders for City Hall Board	Paid by EFT # 64126		02/18/2025	02/18/2025	02/28/2025		02/28/2025	55.97
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										\$55.97
Program 181001 - Health & Wellness Totals										Invoice Transactions 1
										\$55.97
Program 181100 - Marketing										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LXT-R11G-34F3	18-Service Award Frames and Mic Cable for Community Relations	Paid by EFT # 64126		02/18/2025	02/18/2025	02/28/2025		02/28/2025	23.46
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										\$23.46
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	43929	18-Staff resource cards 2025 #125	Paid by EFT # 64122		02/18/2025	02/18/2025	02/28/2025		02/28/2025	58.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	43881	18-2025 Cascades Golf Course wallet cards #500	Paid by EFT # 64122		02/18/2025	02/18/2025	02/28/2025		02/28/2025	170.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	43927	18-WS 25 Nature & the Outdoors flyers #100	Paid by EFT # 64122		02/18/2025	02/18/2025	02/28/2025		02/28/2025	78.00
Account 53310 - Printing Totals										Invoice Transactions 3
										\$306.00
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006921804	18-January 2025 display ads	Paid by EFT # 64189		02/18/2025	02/18/2025	02/28/2025		02/28/2025	1,135.00
1078 - Kamrex, INC (VFW Program)	317705	18-1/16 pg ad for TLRC in 40 ET 8 News Monroe Co edition	Paid by Check # 79770		02/18/2025	02/18/2025	02/28/2025		02/28/2025	138.50



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53320 - Advertising										
9314 - RRS II Media LLC (Mail Pak Magazine)	6497-M	18-Kid City 2025 summer camp registration half page ad March	Paid by EFT # 64274		02/18/2025	02/18/2025	02/28/2025		02/28/2025	1,099.00
Account 53320 - Advertising Totals										Invoice Transactions 3
										\$2,372.50
Account 53910 - Dues and Subscriptions										
4225 - REACH Sports Marketing Group, INC	103687	18-Reach player license renewal Frank Southern 2025	Paid by EFT # 64270		02/18/2025	02/18/2025	02/28/2025		02/28/2025	1,400.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										\$1,400.00
Program 181100 - Marketing Totals										Invoice Transactions 8
										\$4,101.96
Program 182001 - Aquatics - Bryan Pool										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887470-8021225	18- Natural Gas Bryan Pool 01/08/25-02/06/25	Paid by Check # 79757		02/19/2025	02/19/2025	02/19/2025		02/19/2025	48.77
Account 53540 - Natural Gas Totals										Invoice Transactions 1
										\$48.77
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00811072	18-AQ Bryan Annual Fire Extinguisher inspection and exchange	Paid by EFT # 64225		02/18/2025	02/18/2025	02/28/2025		02/28/2025	49.60
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$49.60
Program 182001 - Aquatics - Bryan Pool Totals										Invoice Transactions 2
										\$98.37
Program 182002 - Aquatics - Mills Pool										
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00811074	18-AQ Mills Annual Fire Extinguisher inspection and exchange	Paid by EFT # 64225		02/18/2025	02/18/2025	02/28/2025		02/28/2025	92.40
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$92.40
Program 182002 - Aquatics - Mills Pool Totals										Invoice Transactions 1
										\$92.40
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3173834038	18-FSC Zam Propane 2 -04-25	Paid by EFT # 64128		02/18/2025	02/18/2025	02/28/2025		02/28/2025	192.59
2708 - AmeriGas Propane, LP	3174152400	18-FSC Zam Propane 2 -11-25	Paid by EFT # 64128		02/18/2025	02/18/2025	02/28/2025		02/28/2025	138.27
Account 52240 - Fuel and Oil Totals										Invoice Transactions 2
										\$330.86



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16RX-1W1L-1QM4	18-(1) 50-sheet Desktop Stapler for Frank Southern Center Admin	Paid by EFT # 64126		02/18/2025	02/18/2025	02/28/2025		02/28/2025	14.39
Account 52420 - Other Supplies Totals Invoice Transactions 1										<u>\$14.39</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887460-9021225	18- Natural Gas FSC 01/08/25-01/31/25 & 02/01/25-02/11/25	Paid by Check # 79757		02/19/2025	02/19/2025	02/19/2025		02/19/2025	17.98
Account 53540 - Natural Gas Totals Invoice Transactions 1										<u>\$17.98</u>
Account 53920 - Laundry and Other Sanitation Services										
52783 - Bloomington Coin Ventures, INC (LaundryWorks)	2-10-25	18-FSC Lobby towel cleaning-10/10/24-2/7/25	Paid by EFT # 64145		02/18/2025	02/18/2025	02/28/2025		02/28/2025	75.00
6279 - Destiny Easton (I Shine Cleaning, LLC)	6860	18-FSC Cleaning (SA) January 2025	Paid by EFT # 64175		02/18/2025	02/18/2025	02/28/2025		02/28/2025	400.00
53657 - Plymate, INC	3319374	18-FSC Rug cleaning (SA) 2-11-2025	Paid by EFT # 64264		02/18/2025	02/18/2025	02/28/2025		02/28/2025	70.73
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 3										<u>\$545.73</u>
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00811070	18-FSC Annual Fire Extinguisher inspection and exchange	Paid by EFT # 64225		02/18/2025	02/18/2025	02/28/2025		02/28/2025	293.60
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										<u>\$293.60</u>
Program 182500 - Frank Southern Center Totals Invoice Transactions 8										<u>\$1,202.56</u>
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
4458 - SiteOne Landscape Supply Holding, LLC	147894593-001	18 - Cascades Herbicide, Fertilizers, Fungicide	Paid by EFT # 64279		02/18/2025	02/18/2025	02/28/2025		02/28/2025	7,128.85
4458 - SiteOne Landscape Supply Holding, LLC	148667302-001	18 - Cascades Credit Memo-M-Point redemption	Paid by EFT # 64279		02/18/2025	02/18/2025	02/28/2025		02/28/2025	(62.00)
Account 52220 - Agricultural Supplies Totals Invoice Transactions 2										<u>\$7,066.85</u>
Account 52230 - Garage and Motor Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	185856	18 - Cascades Garden Hose Dura Tote	Paid by Check # 79769		02/18/2025	02/18/2025	02/28/2025		02/28/2025	64.97
8658 - Kleindorfer's Hardware LLC	798756	18-3 oil dry - 40 qt	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	46.47



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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	764111	18 - Cascades Flooring Knife, measuring cups, oil dry	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	26.03
8658 - Kleindorfer's Hardware LLC	799394	18-elec tubing, fuel shutoff, fuel filter	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	11.98
786 - Richard's Small Engine, INC	567140	18 - Cascades, crankcase, dipstick, oil seal	Paid by EFT # 64272		02/18/2025	02/18/2025	02/28/2025		02/28/2025	22.39
786 - Richard's Small Engine, INC	568065	18 - Cascades Chainsaw Chain	Paid by EFT # 64272		02/18/2025	02/18/2025	02/28/2025		02/28/2025	17.92
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions 6			\$189.76
Account 52340 - Other Repairs and Maintenance										
4046 - Heritage-Crystal Clean, INC	19116242	18 - Cascades Parts Cleaning Service	Paid by EFT # 64199		02/18/2025	02/18/2025	02/28/2025		02/28/2025	148.22
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1			\$148.22
Program 183500 - Golf Services Totals							Invoice Transactions 9			\$7,404.83
Program 184000 - Natural Resources										
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	799919	18-chainsaw chain	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	5.00
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1			\$5.00
Account 52410 - Books										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1W9W-K9KF-13QQ	18-(1) Copy of Finding Home Children's Book and 8 4pk Clipboard	Paid by EFT # 64126		02/18/2025	02/18/2025	02/28/2025		02/28/2025	18.83
Account 52410 - Books Totals							Invoice Transactions 1			\$18.83
Account 52420 - Other Supplies										
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	OS0302094217	18-maple syrup for Syrup made easy event	Paid by EFT # 64147		02/18/2025	02/18/2025	02/28/2025		02/28/2025	10.99
4549 - Kroger Limited Partnership I	045589	18 - Snacks for Women in Nature Gaining Skills expo	Paid by Check # 79771		02/18/2025	02/18/2025	02/28/2025		02/28/2025	6.48
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$17.47
Account 53910 - Dues and Subscriptions										
204 - State Of Indiana	2025 Permit	18- Aquatic Vegetation Control Permit for Griffy Lake - 2025	Paid by Check # 79779		02/18/2025	02/18/2025	02/28/2025		02/28/2025	20.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			\$20.00
Program 184000 - Natural Resources Totals							Invoice Transactions 5			\$61.30



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 184500 - Youth Services -Juke Box										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	595079	18-cabinet Pantry for AJB kitchen	Paid by EFT # 64141		02/18/2025	02/18/2025	02/28/2025		02/28/2025	200.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$200.00</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983821- 5021225	18- Natural Gas AJB 01/08/25-02/06/25	Paid by Check # 79757		02/19/2025	02/19/2025	02/19/2025		02/19/2025	213.59
Account 53540 - Natural Gas Totals							Invoice Transactions 1			<u>\$213.59</u>
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions 2			<u>\$413.59</u>
Program 186500 - Community Events										
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	799921	18- clamping knobs and spring snaps for mounting speakers	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	24.89
8658 - Kleindorfer's Hardware LLC	799571	18- bolts, wires, clamps for mounting speaker brackets	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	27.10
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 2			<u>\$51.99</u>
Program 186500 - Community Events Totals							Invoice Transactions 2			<u>\$51.99</u>
Program 187001 - Adult Sports-Softball										
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00811079	18-TLSP-Fire extinguisher inspection	Paid by EFT # 64225		02/18/2025	02/18/2025	02/28/2025		02/28/2025	82.40
345 - United Parcel Service, INC	12502102797C 0290	18-TLSP-Shipping for 3 Scoreboard Hardware Boxes	Paid by Check # 79781		02/18/2025	02/18/2025	02/28/2025		02/28/2025	269.60
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			<u>\$352.00</u>
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 2			<u>\$352.00</u>
Program 187202 - Youth Sports-Winslow										
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17YF-7CXW- 1KT4	18-(1) High-Speed Automatic Hand Dryer for Winslow Restrooms	Paid by EFT # 64126		02/18/2025	02/18/2025	02/28/2025		02/28/2025	228.96
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1			<u>\$228.96</u>
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00811075	18-WIN-Fire Extinguisher Compliance/Inspection	Paid by EFT # 64225		02/18/2025	02/18/2025	02/28/2025		02/28/2025	150.40
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			<u>\$150.40</u>
Program 187202 - Youth Sports-Winslow Totals							Invoice Transactions 2			<u>\$379.36</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187208 - Youth Sports-Olcott										
Account 53650 - Other Repairs										
392 - Koorsen Fire & Security, INC	IN00811073	18-OLC-Fire Extinguisher Compliance/Inspection	Paid by EFT # 64225		02/18/2025	02/18/2025	02/28/2025		02/28/2025	41.40
Account 53650 - Other Repairs Totals							Invoice Transactions 1			<u>\$41.40</u>
Program 187208 - Youth Sports-Olcott Totals							Invoice Transactions 1			<u>\$41.40</u>
Program 187500 - Banneker										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	9374	18-Banneker institutional supplies - wipes, trash bags, handsoap	Paid by Check # 79780		02/18/2025	02/18/2025	02/28/2025		02/28/2025	123.20
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1			<u>\$123.20</u>
Account 52340 - Other Repairs and Maintenance										
298 - Commercial Service Of Bloomington, INC	S283453	18-Banneker Building maintenance - unclog toilet-1/20/25	Paid by EFT # 64163		02/18/2025	02/18/2025	02/28/2025		02/28/2025	114.00
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1			<u>\$114.00</u>
Account 52420 - Other Supplies										
9148 - Office Easel LLC	127933A	18-branded table covering for Banneker	Paid by EFT # 64255		02/18/2025	02/18/2025	02/28/2025		02/28/2025	230.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$230.00</u>
Account 53140 - Exterminator Services										
9254 - Rentokil North American INC (Terminix Commercial)	72748964	18-Banneker Green Pest Control 1-7-2025	Paid by Check # 79777		02/18/2025	02/18/2025	02/28/2025		02/28/2025	84.00
Account 53140 - Exterminator Services Totals							Invoice Transactions 1			<u>\$84.00</u>
Account 53910 - Dues and Subscriptions										
4486 - American Camping Association, INC	INV-351593-W6Q8K	1- Banneker Coordinator annual ACA membership dues	Paid by Check # 79759		02/18/2025	02/18/2025	02/28/2025		02/28/2025	210.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			<u>\$210.00</u>
Account 53990 - Other Services and Charges										
204 - State Of Indiana	7272402	18- Indiana State Police Background Checks 2 Seasonal Staff-1/31	Paid by Check # 79778		02/18/2025	02/18/2025	02/28/2025		02/28/2025	30.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			<u>\$30.00</u>
Program 187500 - Banneker Totals							Invoice Transactions 6			<u>\$791.20</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	267591	18-dust pan/broom set, indoor carpet, goodclean wipes	Paid by Check # 79769		02/18/2025	02/18/2025	02/28/2025		02/28/2025	53.97
Account 52210 - Institutional Supplies Totals Invoice Transactions 1										<u>\$53.97</u>
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	594714	18-saw blades, adapter	Paid by EFT # 64141		02/18/2025	02/18/2025	02/28/2025		02/28/2025	25.98
8658 - Kleindorfer's Hardware LLC	799980	18-bolts for the shop	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	26.59
8658 - Kleindorfer's Hardware LLC	799082	18-add a dept ring, impact driver	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	11.68
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 3										<u>\$64.25</u>
Account 52340 - Other Repairs and Maintenance										
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	290066414	18-OPS New tires for ATV's	Paid by EFT # 64139		02/18/2025	02/18/2025	02/28/2025		02/28/2025	753.30
8658 - Kleindorfer's Hardware LLC	764162	18-cover plate, outlet, remodel box	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	6.97
8658 - Kleindorfer's Hardware LLC	799819	18-4" cutting blade, eye screws	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	29.88
8658 - Kleindorfer's Hardware LLC	798837	18-switch plate, outlet cur,	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	16.61
8658 - Kleindorfer's Hardware LLC	798845	18-two furnace filters for Rosehill Office	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	5.38
8658 - Kleindorfer's Hardware LLC	764171	18-extra PVC fittings	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	14.94
8658 - Kleindorfer's Hardware LLC	798868	18-4' tubing, pressure washer hose, cabinet door locks, LED bulb	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	121.69
8658 - Kleindorfer's Hardware LLC	799019	18-bolts and nuts	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	12.22
6262 - Koenig Equipment, INC	P48902	18-OPS ball joint, housing, bearing, bolt/nut- John Deere Gator	Paid by EFT # 64223		02/18/2025	02/18/2025	02/28/2025		02/28/2025	1,274.71
6262 - Koenig Equipment, INC	P48923	18-ball joint for John Deere Gator	Paid by EFT # 64223		02/18/2025	02/18/2025	02/28/2025		02/28/2025	54.21
6262 - Koenig Equipment, INC	P48941	18-battery for John Deere mower 730	Paid by EFT # 64223		02/18/2025	02/18/2025	02/28/2025		02/28/2025	80.81
786 - Richard's Small Engine, INC	568091	18-OPS Parts-blade, filter-for repairs on Hustler mowers	Paid by EFT # 64272		02/18/2025	02/18/2025	02/28/2025		02/28/2025	545.31



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	621953	18-spark plugs, disc and holder for shop	Paid by EFT # 64282		02/18/2025	02/18/2025	02/28/2025		02/28/2025	59.15
476 - Southern Indiana Parts, INC (Napa Auto Parts)	623091	18-1 Gal Purple Power, spark plug for JD Gator	Paid by EFT # 64282		02/18/2025	02/18/2025	02/28/2025		02/28/2025	17.54
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 14	\$2,992.72
Account 52420 - Other Supplies										
313 - Fastenal Company	INBLM237858	18-OPS hardware for installing drinking fountains	Paid by EFT # 64184		02/18/2025	02/18/2025	02/28/2025		02/28/2025	41.69
4574 - John Deere Financial f.s.b. (Rural King)	189357	18-driveway marker	Paid by Check # 79769		02/18/2025	02/18/2025	02/28/2025		02/28/2025	71.82
8658 - Kleindorfer's Hardware LLC	799912	18-smoke detector	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	26.99
8658 - Kleindorfer's Hardware LLC	799608	18-one gallon sprayer	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	25.99
8658 - Kleindorfer's Hardware LLC	782502	18-carpet tape	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	7.49
Account 52420 - Other Supplies Totals									Invoice Transactions 5	\$173.98
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888179-4021225	18- Natural Gas OPS SYP Maintenance 01/08/25-02/06/25	Paid by Check # 79757		02/19/2025	02/19/2025	02/19/2025		02/19/2025	256.88
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$256.88
Account 53650 - Other Repairs										
9300 - Huston Electric Holding CORP (Cassady Electric)	W11294	18-OPS portion-Seminary Pk-install boxes/pull strip-10/17/24	Paid by EFT # 64203		02/18/2025	02/18/2025	02/28/2025		02/28/2025	350.00
9300 - Huston Electric Holding CORP (Cassady Electric)	W12013	18-OPS B-line light repair between 1st&2nd St & Miller Showers	Paid by EFT # 64203		02/18/2025	02/18/2025	02/28/2025		02/28/2025	1,514.40
Account 53650 - Other Repairs Totals									Invoice Transactions 2	\$1,864.40
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3319773	18-OPS floor mat cleaning for Rose Hill 2 -5-2025	Paid by EFT # 64264		02/18/2025	02/18/2025	02/28/2025		02/28/2025	25.52
53657 - Plymate, INC	3319774	18-OPS floor mat cleaning for Rose Hill 2 -12-25	Paid by EFT # 64264		02/18/2025	02/18/2025	02/28/2025		02/28/2025	28.26



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	22497	18-OPS Servicing Portalets - January 2025	Paid by EFT # 64301		02/18/2025	02/18/2025	02/28/2025		02/28/2025	800.00
4175 - The Stables Events, LLC (Izzy's Rentals)	22692	18-OPS Servicing Portalets - February 2025	Paid by EFT # 64301		02/18/2025	02/18/2025	02/28/2025		02/28/2025	640.00
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 4			\$1,493.78
Program 189000 - Operations Totals							Invoice Transactions 30			\$6,899.98
Program 189006 - Switchyard Property										
Account 52310 - Building Materials and Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LF4-D9JJ-3G9P	18-(1) Pk 20pcs Iron Beam Clamps for Switchyard Park Pavilion	Paid by EFT # 64126		02/18/2025	02/18/2025	02/28/2025		02/28/2025	21.96
4574 - John Deere Financial f.s.b. (Rural King)	190558	18- SYP Step Ladder	Paid by Check # 79769		02/18/2025	02/18/2025	02/28/2025		02/28/2025	145.98
8658 - Kleindorfer's Hardware LLC	799217	18- SYP I-Bolts and 8mm Bolts	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	17.10
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 3			\$185.04
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888908-6021225	18- Natural Gas SYP Pav 01/08/25-02/06/25	Paid by Check # 79757		02/19/2025	02/19/2025	02/19/2025		02/19/2025	575.77
Account 53540 - Natural Gas Totals							Invoice Transactions 1			\$575.77
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	Switch0125	18 -SYP Centerstone JAN 2025	Paid by EFT # 64157		02/18/2025	02/18/2025	02/28/2025		02/28/2025	5,875.57
912 - Central Security Systems, INC	543781	18-SYP Pavilion Commercial Fire Alarm Monitoring 3/1/25-5/31/25	Paid by EFT # 64159		02/18/2025	02/18/2025	02/28/2025		02/28/2025	147.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$6,022.57
Program 189006 - Switchyard Property Totals							Invoice Transactions 6			\$6,783.38
Program 189500 - Urban Greenspace										
Account 52220 - Agricultural Supplies										
9173 - Van Diest Supply Company	195353	18 - UGS 200# pre-emergent herbicide	Paid by EFT # 64314		02/18/2025	02/18/2025	02/28/2025		02/28/2025	485.00
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1			\$485.00



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189500 - Urban Greenspace										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	764154	18-wire ties	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	6.69
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$6.69
Program 189500 - Urban Greenspace Totals									Invoice Transactions 2	\$491.69
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	595041	18-brushes for painting, cleaning	Paid by EFT # 64141		02/18/2025	02/18/2025	02/28/2025		02/28/2025	7.94
8658 - Kleindorfer's Hardware LLC	799983	18-Scotch Brite pad, marking paint	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	7.59
8658 - Kleindorfer's Hardware LLC	799833	18-1 package dust mask	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	3.79
8658 - Kleindorfer's Hardware LLC	799559	18-sand disc, sand belts, marking flags	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	87.59
8658 - Kleindorfer's Hardware LLC	799213	18-wheel barrow, sawzall blades	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	71.28
6262 - Koenig Equipment, INC	P48924	18-Uf Power Pruner Clutch, drum and filter	Paid by EFT # 64223		02/18/2025	02/18/2025	02/28/2025		02/28/2025	63.97
Account 52420 - Other Supplies Totals									Invoice Transactions 6	\$242.16
Program 189503 - Urban Forestry Totals									Invoice Transactions 6	\$242.16
Department 18 - Parks & Recreation Totals									Invoice Transactions 95	\$29,581.38
Fund 2204 - Park and Recreation - Operating Totals									Invoice Transactions 95	\$29,581.38
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 53940 - Temporary Contractual Employee										
8156 - Jennifer Marie Weiss	021025	18 - SYP Fitness 2-10-25	Paid by EFT # 64319		02/18/2025	02/18/2025	02/28/2025		02/28/2025	37.50
Account 53940 - Temporary Contractual Employee Totals									Invoice Transactions 1	\$37.50
Program 181001 - Health & Wellness Totals									Invoice Transactions 1	\$37.50
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	9222	18-FSC Concessions Items To Sell - 1/31/25	Paid by Check # 79780		02/18/2025	02/18/2025	02/28/2025		02/28/2025	280.42



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	0573	18-FSC Concessions Items Purchased 02-07-25	Paid by Check # 79780		02/18/2025	02/18/2025	02/28/2025		02/28/2025	65.58
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	2	\$346.00
Program 182501 - Frank Southern Center Concession Totals								Invoice Transactions	2	\$346.00
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	919663144	18 - Cascades Golf Balls- 750 dozen	Paid by Check # 79758		02/18/2025	02/18/2025	02/28/2025		02/28/2025	5,512.50
4072 - Acushnet Company	919663143	18-golf balls 170 P15	Paid by Check # 79758		02/18/2025	02/18/2025	02/28/2025		02/28/2025	2,233.86
4072 - Acushnet Company	919135374	18 - Cascades Credit Memo-2024 Velocity Promotion	Paid by Check # 79758		02/18/2025	02/18/2025	02/28/2025		02/28/2025	(157.50)
4072 - Acushnet Company	919074949	18-Cascades Credit Memo-Surefit Golf Club Prog-Q3	Paid by Check # 79758		02/18/2025	02/18/2025	02/28/2025		02/28/2025	(649.60)
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	4	\$6,939.26
Program 183501 - Golf Course - Pro Shop Totals								Invoice Transactions	4	\$6,939.26
Program 184500 - Youth Services -Juke Box										
Account 52210 - Institutional Supplies										
409 - Black Lumber Co. INC	595079	18-cabinet Pantry for AJB kitchen	Paid by EFT # 64141		02/18/2025	02/18/2025	02/28/2025		02/28/2025	517.00
Account 52210 - Institutional Supplies Totals								Invoice Transactions	1	\$517.00
Program 184500 - Youth Services -Juke Box Totals								Invoice Transactions	1	\$517.00
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1W1V-Y6MF- 9HYW	18-Pulley Machine Stoppers, Bandages, Water Filter for TLRC,	Paid by EFT # 64126		02/18/2025	02/18/2025	02/28/2025		02/28/2025	59.34
7663 - HB Warehouse LLC (Resource Services)	26664	18-TLRC - paper towels, toilet tissue, disposable gloves, bowl c	Paid by EFT # 64195		02/18/2025	02/18/2025	02/28/2025		02/28/2025	556.81
Account 52210 - Institutional Supplies Totals								Invoice Transactions	2	\$616.15
Account 52310 - Building Materials and Supplies										
294 - All-Phase Electric Supply, INC	0740-1027329	18-LED for TLRC	Paid by EFT # 64125		02/18/2025	02/18/2025	02/28/2025		02/28/2025	149.98



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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	0740-1027366	18-new lamps for TLRC	Paid by EFT # 64125		02/18/2025	02/18/2025	02/28/2025		02/28/2025	338.32
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1W1V-Y6MF-9HYW	18-Pulley Machine Stoppers, Bandages, Water Filter for TLRC,	Paid by EFT # 64126		02/18/2025	02/18/2025	02/28/2025		02/28/2025	221.99
50637 - Bender Lumber Company INC	20905	18-5 gallon topping compound (TLRC foyer door project)	Paid by EFT # 64140		02/18/2025	02/18/2025	02/28/2025		02/28/2025	25.49
8658 - Kleindorfer's Hardware LLC	799025	18-wire strippers, T25 bits, Command Strips	Paid by EFT # 64222		02/18/2025	02/18/2025	02/28/2025		02/28/2025	47.02
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	5	\$782.80
Account 52340 - Other Repairs and Maintenance										
4140 - Interstate All Battery Center of Bloomington, INC	1903301015804	18 - TLRC Batteries for Alarm Panel	Paid by EFT # 64215		02/18/2025	02/18/2025	02/28/2025		02/28/2025	63.00
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	1	\$63.00
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1W1V-Y6MF-9HYW	18-Pulley Machine Stoppers, Bandages, Water Filter for TLRC,	Paid by EFT # 64126		02/18/2025	02/18/2025	02/28/2025		02/28/2025	75.54
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$75.54
Account 53610 - Building Repairs										
53657 - Plymate, INC	3321373	18 - TLRC Entry Mat Service 2-12-25	Paid by EFT # 64264		02/18/2025	02/18/2025	02/28/2025		02/28/2025	82.38
Account 53610 - Building Repairs Totals								Invoice Transactions	1	\$82.38
Account 53650 - Other Repairs										
392 - Koorsen Fire & Security, INC	IN00872828	18 - TLRC Annual Fire Alarm Test & Sprinkler Test	Paid by EFT # 64225		02/18/2025	02/18/2025	02/28/2025		02/28/2025	1,551.00
5605 - Photizo, LLC (Fish Window Cleaning)	3120-19000	18 - TLRC Gutter Cleaning-1/6/25	Paid by EFT # 64263		02/18/2025	02/18/2025	02/28/2025		02/28/2025	350.00
Account 53650 - Other Repairs Totals								Invoice Transactions	2	\$1,901.00
Program 185000 - Twin Lakes Recreation Center Totals								Invoice Transactions	12	\$3,520.87
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	021325	18-TLRC Fitness Specialist	Paid by EFT # 64136		02/18/2025	02/18/2025	02/28/2025		02/28/2025	280.00
7276 - Kaitlyn Clementi	021325	18-TLRC Fitness Specialist	Paid by EFT # 64162		02/18/2025	02/18/2025	02/28/2025		02/28/2025	90.00
9124 - Karin B Coopersmith	021325	18-TLRC Fitness Specialist	Paid by EFT # 64165		02/18/2025	02/18/2025	02/28/2025		02/28/2025	250.00



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
8370 - Alice M Day	012825	18-TLRC Fitness Specialist	Paid by EFT # 64170		02/18/2025	02/18/2025	02/28/2025		02/28/2025	31.25
5274 - Catherine T Gossett	012425	18-TLRC Fitness Specialist	Paid by EFT # 64191		02/18/2025	02/18/2025	02/28/2025		02/28/2025	245.00
5274 - Catherine T Gossett	021425	18-TLRC Fitness Specialist	Paid by EFT # 64191		02/18/2025	02/18/2025	02/28/2025		02/28/2025	140.00
9125 - Julie Ann Madewell	020725	18-TLRC Fitness Specialist	Paid by EFT # 64232		02/18/2025	02/18/2025	02/28/2025		02/28/2025	31.25
8399 - Gustavus Alexis McLeod	020425	18-TLRC Fitness Specialist	Paid by EFT # 64236		02/18/2025	02/18/2025	02/28/2025		02/28/2025	93.75
9212 - Siddhartha T McLeod	020625	18-TLRC Fitness Specialist	Paid by EFT # 64237		02/18/2025	02/18/2025	02/28/2025		02/28/2025	62.50
8451 - Sarah K Peters	021425	18-TLRC Fitness Specialist	Paid by EFT # 64261		02/18/2025	02/18/2025	02/28/2025		02/28/2025	126.00
9378 - Feather Byghe Sebree	020525	18-TLRC Fitness Specialist	Paid by EFT # 64277		02/18/2025	02/18/2025	02/28/2025		02/28/2025	31.25
8184 - Emily E Tally	021325	18-TLRC Fitness Specialist	Paid by EFT # 64292		02/18/2025	02/18/2025	02/28/2025		02/28/2025	125.00
9354 - Logan Thomas	020625	18-TLRC Fitness Specialist	Paid by EFT # 64303		02/18/2025	02/18/2025	02/28/2025		02/28/2025	84.00
9126 - Meredith I Wendell	021325	18-TLRC Fitness Specialist	Paid by EFT # 64320		02/18/2025	02/18/2025	02/28/2025		02/28/2025	93.75
9222 - Skyler Wildfong	021025	18-TLRC Fitness Specialist	Paid by EFT # 64325		02/18/2025	02/18/2025	02/28/2025		02/28/2025	93.75
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 15		<div></div> \$1,777.50	
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions 15		<div></div> \$1,777.50	
Program 185003 - TLRC-Basketball										
Account 52420 - Other Supplies										
4274 - Charles B Hensley (Midwest Youth Tournaments)	249	18-TLRC-BYB Season III Awards	Paid by EFT # 64198		02/18/2025	02/18/2025	02/28/2025		02/28/2025	857.75
Account 52420 - Other Supplies Totals							Invoice Transactions 1		<div></div> \$857.75	
Account 53940 - Temporary Contractual Employee										
7184 - Larry Branam	021225	18-TLRC Basketball Official	Paid by EFT # 64153		02/18/2025	02/18/2025	02/28/2025		02/28/2025	150.00
8414 - Scott Matthew Burton	021225	18-TLRC Basketball Official	Paid by EFT # 64155		02/18/2025	02/18/2025	02/28/2025		02/28/2025	300.00
20105 - Brandon B Chambers	021325	18-TLRC Basketball Official Pay	Paid by EFT # 64160		02/18/2025	02/18/2025	02/28/2025		02/28/2025	1,050.00
17565 - Michael B Hicks (Contractual)	021125	18-TLRC Basketball Official	Paid by EFT # 64200		02/18/2025	02/18/2025	02/28/2025		02/28/2025	100.00
9559 - Jonathan Macy	021225	18-TLRC Basketball Official	Paid by EFT # 64231		02/18/2025	02/18/2025	02/28/2025		02/28/2025	50.00



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
8862 - Gavin Muhlenkamp	021325	18-TLRC Basketball Official	Paid by EFT # 64248		02/18/2025	02/18/2025	02/28/2025		02/28/2025	125.00
9555 - Matthew Shane Murphy	020425	18-TLRC Basketball Official	Paid by EFT # 64250		02/18/2025	02/18/2025	02/28/2025		02/28/2025	100.00
8961 - Brandon Olson	021025	18-TLRC Basketball Official	Paid by EFT # 64257		02/18/2025	02/18/2025	02/28/2025		02/28/2025	150.00
9167 - David E Stewart	021125	18-TLRC Basketball Official	Paid by EFT # 64288		02/18/2025	02/18/2025	02/28/2025		02/28/2025	300.00
8454 - David Lee Williams	021325	18-TLRC Basketball Official	Paid by EFT # 64326		02/18/2025	02/18/2025	02/28/2025		02/28/2025	100.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	10	\$2,425.00
Program 185003 - TLRC-Basketball Totals								Invoice Transactions	11	\$3,282.75
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	80-188272	18-TLRC Concession Items - 02-10-25	Paid by EFT # 64190		02/18/2025	02/18/2025	02/28/2025		02/28/2025	411.20
8155 - PepsiCo Beverage Sales, LLC	80062006	18-TLRC Concession supplies - 2-12-2025	Paid by EFT # 64260		02/18/2025	02/18/2025	02/28/2025		02/28/2025	787.80
8155 - PepsiCo Beverage Sales, LLC	10521004	18 - TLRC Concession Supplies 2-19-25	Paid by EFT # 64260		02/18/2025	02/18/2025	02/28/2025		02/28/2025	667.70
5819 - Synchrony Bank	9810 020425	18 - TLRC Concession Supplies 2-04-25	Paid by Check # 79780		02/18/2025	02/18/2025	02/28/2025		02/28/2025	127.88
5819 - Synchrony Bank	1228	18 - TLRC Concession Supplies 2-14-25	Paid by Check # 79780		02/18/2025	02/18/2025	02/28/2025		02/28/2025	549.78
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	5	\$2,544.36
Program 185006 - TLRC-Concessions Totals								Invoice Transactions	5	\$2,544.36
Program 186500 - Community Events										
Account 52420 - Other Supplies										
244 - Bloomington Ford, INC	6236046	18 - 2nd Key for Van 833	Paid by EFT # 64148		02/18/2025	02/18/2025	02/28/2025		02/28/2025	425.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$425.00
Program 186500 - Community Events Totals								Invoice Transactions	1	\$425.00
Program 186502 - Community Events-Gardens										
Account 53940 - Temporary Contractual Employee										
9681 - Amy Matthews	020525	18- Garden Class Instruction - Organic Amendments	Paid by EFT # 64235		02/18/2025	02/18/2025	02/28/2025		02/28/2025	150.00



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 186502 - Community Events-Gardens										
Account 53940 - Temporary Contractual Employee										
7927 - Asher Teng	021325	18-Garden Class Instruction - Tea Blending to Beat the Winter Bl	Paid by EFT # 64295		02/18/2025	02/18/2025	02/28/2025		02/28/2025	296.00
								Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 2	\$446.00
								Program 186502 - Community Events-Gardens Totals	Invoice Transactions 2	\$446.00
Program 186503 - Community Events-Farmers' Market										
Account 53310 - Printing										
818 - Everywhere Signs, LLC	62297	18-4 new Farmers Market banners + update 6 Market banners	Paid by EFT # 64183		02/18/2025	02/18/2025	02/28/2025		02/28/2025	850.00
9148 - Office Easel LLC	127986A	18-Farmers' Market rectangular double sided feather flag #1	Paid by EFT # 64255		02/18/2025	02/18/2025	02/28/2025		02/28/2025	399.02
								Account 53310 - Printing Totals	Invoice Transactions 2	\$1,249.02
								Program 186503 - Community Events-Farmers' Market Totals	Invoice Transactions 2	\$1,249.02
Program 189400 - Hopewell										
Account 52420 - Other Supplies										
7843 - ZW USA INC (Dog Waste Depot)	747063	18-OPS (3) Dogwaste stations for parks	Paid by EFT # 64333		02/18/2025	02/18/2025	02/28/2025		02/28/2025	849.97
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$849.97
								Program 189400 - Hopewell Totals	Invoice Transactions 1	\$849.97
Program G21015 - 2021-2024 Leonard Sp Nature Days										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1W9W-K9KF-13QQ	18-(1) Copy of Finding Home Children's Book and 8 4pk Clipboard	Paid by EFT # 64126		02/18/2025	02/18/2025	02/28/2025		02/28/2025	72.80
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$72.80
								Program G21015 - 2021-2024 Leonard Sp Nature Days Totals	Invoice Transactions 1	\$72.80
								Department 18 - Parks & Recreation Totals	Invoice Transactions 58	\$22,008.03
								Fund 2211 - Park Nonreverting Operating Totals	Invoice Transactions 58	\$22,008.03



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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 2402 - ARP COVID Local Fiscal Recovery										
Department 18 - Parks & Recreation										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	B-	18-SYP & Parks	Paid by EFT #		02/18/2025	02/18/2025	02/28/2025		02/28/2025	18,000.00
	Line_&_Parks-5	Security - January 2025	64233							
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$18,000.00
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions	1		\$18,000.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		\$18,000.00
Fund 2402 - ARP COVID Local Fiscal Recovery Totals							Invoice Transactions	1		\$18,000.00
Fund 4655 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018A - 7th St Green Way, RCA Power Line										
Account 54510 - Other Capital Outlays										
5641 - AZTEC Engineering Group, INC	201043	18-Design services for	Paid by EFT #		02/18/2025	02/18/2025	02/28/2025		02/28/2025	3,650.00
		Bicentennial Power Line	64133							
		Trail - Dec 2024								
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$3,650.00
Program 18018A - 7th St Green Way, RCA Power Line Totals							Invoice Transactions	1		\$3,650.00
Program 18018B - Griffy Loop Trail Lower Cascades										
Account 54510 - Other Capital Outlays										
818 - Everywhere Signs, LLC	64462	18- Griffy 24"x36"	Paid by EFT #		02/18/2025	02/18/2025	02/28/2025		02/28/2025	430.00
		Trails Map & Install	64183							
		(Dam Parking Lot)								
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$430.00
Program 18018B - Griffy Loop Trail Lower Cascades Totals							Invoice Transactions	1		\$430.00
Department 18 - Parks & Recreation Totals							Invoice Transactions	2		\$4,080.00
Fund 4655 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	2		\$4,080.00
Grand Totals							Invoice Transactions	156		\$73,669.41

REGISTER OF CLAIMS
Board of Park Commissioners Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
02/28/25	Claims				\$73,669.41
					<u>\$73,669.41</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 \$73,669.41 2/28/2025

Dated this ____ day of _____ year of 20____.

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

Fiscal Office_____

	REVENUES AND EXPENSES: COMPARISON REPORT							
	Expenses January 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of January	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of January	2025 % of Expenses2
	General Fund							
100	Administration	967,553	831,505	30,913	3.72%	1,153,565	40,607	3.52%
101	Health & Wellness	96,485	100,881	5,928	5.88%	108,676	6,725	6.19%
110	Community Relations	526,904	509,068	18,043	3.54%	497,933	25,086	3.62%
201	Aquatics	515,687	473,268	2,147	0.45%	614,193	5,236	0.85%
250	Frank Southern Center	476,556	394,405	33,380	8.46%	478,717	41,396	8.65%
350	Golf Services	1,121,282	1,111,405	34,934	3.14%	1,107,482	33,103	2.99%
400	Natural Resources	489,686	384,193	19,188	4.99%	489,115	26,928	5.51%
450	Youth Programs	87,236	82,921	4,773	5.76%	95,851	6,852	7.15%
500	TLRC	336,480	314,339	19,790	6.30%	411,396	26,237	6.38%
650	Community Events	586,536	559,780	23,110	4.13%	557,949	38,080	6.82%
701	Adult Sports	280,961	293,681	12,231	4.16%	306,073	12,788	4.18%
720	Youth Sports	341,796	304,798	11,439	3.75%	330,873	8,535	2.58%
750	BBCC	456,923	339,608	20,691	6.09%	507,621	20,425	4.02%
801	Inclusive Recreation	105,704	96,920	4,327	4.46%	92,771	4,289	4.62%
900	Operations	2,300,690	2,108,900	80,828	3.83%	2,393,841	92,061	3.85%
906	Switchyard Property	1,104,528	846,400	49,724	5.87%	1,112,005	65,921	5.93%
950	Urban Greenspace	1,198,072	933,709	33,417	3.58%	1,154,905	32,894	2.85%
951	Cemeteries	243,032	206,016	7,182	3.49%	242,063	8,462	3.50%
953	Urban Forestry	697,586	647,680	60,579	9.35%	561,154	19,128	3.41%
	General Fund total:	11,933,697	10,539,478	472,625	4.48%	12,216,179	514,753	4.21%
	Expenses January 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of January	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of January	2025 % of Expenses2
	Non-Reverting Fund							
100	Administration	19,400	5,525	1,058	19.15%	32,000	112	0.35%
101	Health & Wellness	5,925	14,462	21	0.14%	11,149	0	0.00%
110	Community Relations	5,350	2,045	0	0.00%	3,000	0	0.00%
201	Aquatics	94,712	68,315	0	0.00%	131,161	1,228	0.94%
250	Frank Southern Center	116,963	70,277	8,675	12.34%	121,037	10,275	8.49%
350	Golf Services	163,535	184,016	51	0.03%	242,847	6	0.00%
400	Natural Resources	46,850	57,423	25,460	44.34%	53,350	24,420	45.77%
450	Youth Programs	171,747	174,109	182	0.10%	165,818	2,698	1.63%
500	*TLRC - day to day	877,333	823,393	264,026	32.07%	641,795	259,243	40.39%
650	Community Events	149,792	145,809	3,080	2.11%	151,675	3,002	1.98%
701	Adult Sports	90,505	36,961	310	0.84%	75,636	0	0.00%
720	Youth Sports	935	2,601	620	23.83%	5,647	0	0.00%
750	BBCC	5,960	2,010	0	0.00%	5,375	129	2.41%
801	Inclusive Recreation	0	0	0	0.00%	0	0	0.00%
900	Operations	53,340	35,592	5,076	14.26%	43,340	5	0.01%
906	Switchyard	36,185	29,555	1,237	4.19%	55,471	485	0.87%
940	Hopewell	0	346		0.00%	46,100	392	0.85%
953	Urban Forestry	14,800	61,718		0.00%	14,900	0	0.00%
	N-R Fund subtotal:	1,853,333	1,714,157	309,797	18.07%	1,800,301	301,996	16.77%
	TLRC - bond	482,912	482,913	0	0.00%	481,987		0.00%
	N-R Fund total:	2,336,245	2,197,069	309,797	14.10%	2,282,288	301,996	13.23%

	Expenses January 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of January	2024 % of Expenses	2024 Total Expense Budget2	2025 Expenses as of January	2025 % of Expenses2
	Other Misc Funds							
	24-25 MCCSC 21st Com Learn		26,650				1,802	
	23-24 MCCSC 21st Com Learn		28,245	3,416			250	
	2022-2024 MCCSC 21st Century							
	Storm Response Plan							
	Banneker Nature Days		4,854					
	Leonard Sp Nature Days		4,140				10	
	Griffy Nature Days		6,719					
	2024 Summer Food Service		10,015					
	Nature Preserves Invasive							
	NRPA Nutrition Hub		2,038				137	
	Yappa Grant						1,003	
	Griffy Lake LARE Grant		3,532					
	Other Misc Funds total:	0	28,245	3,416	12.09%	0	3,202	
	TOTAL ALL FUNDS	14,269,942	9,537,723	785,838	8.24%	14,498,468	819,951	5.66%

PARKS AND RECREATION REVENUES AND EXPENSES: COMPARISON REPORT							
Revenue January 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of January	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of January	2025 % of Revenue Collected to date
General Fund							
Taxes/Misc Revenue	8,342,431	8,360,406	0	0.00%	9,391,470	0	0.00%
Administration	766,400	774,062	0	0.00%	0	0	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%
Aquatics	206,000	244,959	0	0.00%	206,000	0	0.00%
Frank Southern	199,500	220,795	46,511	21.07%	199,500	32,471	16.28%
Golf Services	766,000	1,107,007	-574	-0.05%	821,000	268	0.03%
Natural Resources	0	0	0	0.00%	0	0	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%
Community Events	14,800	15,974	40	0.00%	15,000	481	3.21%
Adult Sports	32,000		0	0.00%	32,000		0.00%
Youth Sports	6,000	13,706	-93	-0.68%	6,000	438	7.30%
BBCC	19,260	33,027	3,161	9.57%	20,030	5,667	28.29%
Operations	0	0	0	0.00%	0	0	0.00%
Urban Greenspace	0	0	0	0.00%	0	0	0.00%
Cemeteries	43,375	32,650	2,900	8.88%	43,750	2,100	4.80%
Urban Forestry	0		0	0.00%	0		0.00%
Subtotal Program Rev	2,053,335	2,442,180	51,946	2.13%	1,343,280	41,425	3.08%
General Fund Total	10,395,766	10,802,586	51,946	0.48%	10,734,750	41,425	0.39%

Revenue January 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of January	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of January	2025 % of Revenue Collected to date
Non-Reverting Fund							
Administration	35,600	28,473	8,471	29.75%	35,600	5,415	15.21%
Health & Wellness	13,400	15,952	1,071	6.71%	15,000	312	2.08%
Community Relations	3,000	3,290	0	0.00%	3,000	1,000	33.33%
Aquatics	83,800	97,621	0	0.00%	85,700	100	0.12%
Frank Southern	84,550	90,062	14,935	16.58%	80,750	18,059	22.36%
Golf Services	184,500	296,173	256	0.09%	184,500	2,101	1.14%
Natural Resources	71,400	78,623	741	0.94%	77,500	119	0.15%
Youth Programs	174,500	179,013	977	0.55%	170,000	1,578	0.93%
*TLRC -Operational	902,598	893,441	110,569	12.38%	931,104	89,168	9.58%
Community Events	145,000	160,660	7,470	4.65%	153,000	20,424	13.35%
Adult Sports	95,000	73,278	-9,859	-13.45%	53,660	162	0.30%
Youth Sports	45,350	33,889	0	0.00%	45,350	-166	-0.37%
BBCC	7,200	11,038	139	1.26%	10,500	450	4.28%
Operations	82,440	75,020	9,582	12.77%	82,440	3,063	3.72%
Switchyard	60,000	90,286	2,779	3.08%	74,000	5,043	6.81%
Urban Greenspace	0	0	0	0.00%	0		0.00%
Cemeteries	0	0	0	0.00%	0		0.00%
Urban Forestry	23,600	18,656	1,925	10.32%	23,600		0.00%
N-R Fund subtotal:	2,011,938	2,145,475	149,056	6.95%	2,025,704	146,827	7.25%
Revenue January 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of January	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of January	2025 % of Revenue Collected to date
Other Misc Funds							

24-25 MCCSC 21st Century Learn						6,111	
G23-24 MCCSC 21st Com			3,436				
22-23 MCCSC 21st Cent							
Duke Power Line			24,875				
Rosehill Trust			248			215	
Storm Response							
Griffy Lake Nature Days							
Summer Food Service					21,500		
Banneker Nature Days							
Nature Preserves Invsive							
Yappa Grant						3,051	
Griffy Lake LARE Grant					3,400		
Leonard Spring Nature Day							
Other Misc Funds total:	0	0	28,559		24,900	9,378	

TOTAL ALL FUNDS	12,407,704	12,948,062	229,561	1.77%	12,785,354	197,630	1.55%
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2025 Non-Reverting Cash Balances	1	2	3	4	5	6	7
Area	Beginning Balance 1/1/2025	Revenue as of 01/01/2025	Other Misc. Revenue	Expenses as of 01/01/2025	Expenses from RESERVE* (see explanation below)	Total Current Year Over/Under (does not include expenses taken from RESERVE)	Total Accumulated Balance (Amount)
Administration	485,874.37	5,415.00		112.32		5,302.68	491,177.05
Health & Wellness	20,554.92	312.00		0.00		312.00	20,866.92
Community Relations	46,384.27	1,000.00		0.00		1,000.00	47,384.27
Aquatics	419,105.86	100.00		1,227.96		(1,127.96)	417,977.90
Frank Southern Center	213,570.19	18,058.51		10,274.83		7,783.68	221,353.87
Golf Course	549,526.71	2,101.13		6.42		2,094.71	551,621.42
Natural Resources	432,146.52	119.00		24,419.62		(24,300.62)	407,845.90
Allison Jukebox	343,545.21	1,578.25		2,698.24		(1,119.99)	342,425.22
TLRC	(3,700,424.87)	81,068.07		259,242.74		(178,174.67)	(3,878,599.54)
TLRC Reserve	1,015,085.85	8,100.29		0.00		8,100.29	1,023,186.14
Community Events	555,736.27	20,423.65		2,971.89		17,451.76	573,188.03
Adult Sports	40,927.16	161.91		0.00		161.91	41,089.07
Youth Sports	25,113.29	(166.26)		0.00		(166.26)	24,947.03
Skate Park	22,417.65	0.00		0.00		0.00	22,417.65
Benjamin Banneker Comm Center	68,616.10	449.87		129.36		320.51	68,936.61
Operations	382,696.48	3,063.13		5.23		3,057.90	385,754.38
Switchyard Property	397,624.77	5,042.85		484.99		4,557.86	402,182.63
Hopewell	(345.92)	0.00		392.18		(392.18)	(738.10)
Urban Forestry	60,168.12	0.00		0.00		0.00	60,168.12
TOTALS	1,378,322.95	146,827.40	0.00	301,965.78	0.00	(155,138.38)	1,223,184.57
							(155,138.38)
							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
01/03/2025	2685577	6	AR	150301_C	BBall - Grade 2 (150301-C)	Refund Now	grabowsm	95.00	0.00	95.00
01/06/2025	2686252	6	FR	Turf_TLRC_Turf	Turf on 01/12/2025 at 11:00am to 1:	Refund Now	grabowsm	260.00	0.00	260.00
01/07/2025	2686354	6	FR	Turf_TLRC_Turf	Turf on 01/06/2025 at 4:30pm to 6:0	Refund Now	grabowsm	150.00	0.00	150.00
01/07/2025	2686464	6	AR	150302_A	BBall - 7-8 Grade Boys (150302-A)	Refund Now	grabowsm	95.00	0.00	95.00
01/07/2025	2686465	6	AR	150301_C	BBall - Grade 2 (150301-C)	Refund Now	grabowsm	95.00	0.00	95.00
01/10/2025	2687579	6	FR	Turf_TLRC_Turf	Turf on 01/09/2025 at 3:30pm to 4:3	Refund Now	grabowsm	100.00	0.00	100.00
01/13/2025	2688478	6	PM	TLRC - Primary 1	Primary 1M (40027)	Refund Now	grabowsm	45.00	0.00	45.00
01/13/2025	2688478	6	PM	TLRC - Add On 1	Add On 1M (40029)	Refund Now	grabowsm	20.00	0.00	20.00
01/13/2025	2688478	6	PM	TLRC - Add On 1	Add On 1M (40030)	Refund Now	grabowsm	20.00	0.00	20.00
01/13/2025	2688478	6	PM	TLRC - Add On 1	Add On 1M (40028)	Refund Now	grabowsm	20.00	0.00	20.00
01/13/2025	2688593	6	PSS	5750	BBCC Rental (5750)	Refund Now	grabowsm	45.00	0.00	45.00
01/14/2025	2689090	6	FR	COURT_TLRC_C	Court 1 on 01/10/2025 at 3:30pm to	Refund Now	grabowsm	30.00	0.00	30.00
01/17/2025	2690338	6	FR	COURT_TLRC_c	Court 4 on 01/18/2025 at 1:00pm to	Refund Now	grabowsm	60.00	0.00	60.00
01/17/2025	2690450	6	AR	125017_A	Hockey Hockey II - Level 1 (125017-	Refund Now	grabowsm	55.00	0.00	55.00
01/22/2025	2692909	6	PM	TLRC - Primary 1	Primary 1M (37534)	Refund Now	grabowsm	5.00	0.00	5.00
01/23/2025	2693424	6	AR	150301_B	BBall - Grade 1 (150301-B)	Refund Now	grabowsm	77.00	0.00	77.00
01/27/2025	2696366	6	FR	COURT_TLRC_C	Court 1 on 01/24/2025 at 5:30pm to	Refund Now	grabowsm	45.00	0.00	45.00

Report Summary Totals

Total Refund Records:	17
Total Fees Refunded:	1,217.00
Total Tax Refunded:	0.00
Total Amount Refunded:	1,217.00

RecTrac

Refund Listing Report

SELECTION CRITERIA

GENERIC REPORT CRITERIA

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

REPORT SPECIFIC CRITERIA

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



City of Bloomington

Disposal / Surplus / Trade In Form

PAGE NO.

1 of 1

DEPT: Parks and Recreation

DATE:

2/27/2025

LOCATION: Showers

PHONE:

812-349-3700

DEPT. HEAD / DIVISION DIRECTOR: Tim Street

EMAIL:

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

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

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

DESCRIPTION (List Make, Model, and Year)	QTY	DECLARATION REASON (works, needs repair, not repairable, etc)	SERIAL / VIN NO.	COB ASSET # Capital Asset # assigned by OOTC	DEPT. ASSET #	DISPOSITION REQUESTED (Please check one)	NAME OF VENDOR/PERSON OR COMPANY THE ITEM WAS SURPLUSED OR TRADED TO	ESTIMATED VALUE	SURPLUS DATE
1. Thermal Paper Poster Printer	1	Old technology, unrepairable	41400228			<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	IT Department	\$0.00	02/10/25
2. Office Desk	1	Old broken wooden desk				<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Mark Marotz	\$0.00	02/27/25
3. john deere gator plow blade	1	old and used for parts				<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Mark Marotz	\$0.00	02/27/25
4. approx 1		flagstone pavers				<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Mark Marotz	\$0.00	02/27/25
5. Broken highbay 4 tf. light fixture from court 1	1	Broken and cheaper to replace than repair				<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose		\$0.00	02/27/25
6.		Closed - Do not add to this page				<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			

STAFF REPORT

A-7 Agenda item

Admin. Approval: TS
Date: 2/12/25

TO: Board of Park Commissioners
FROM: Megan Stark, Membership/Fitness Coordinator
DATE: February 27, 2025
SUBJECT: APPROVAL OF THE 2025 SERVICE AGREEMENT WITH MCCOIN ROOFING LLC

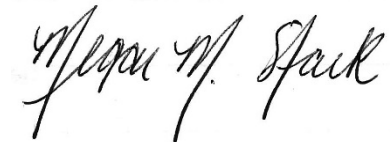
Recommendation

Staff recommends the approval of the McCoin Roofing LLC service agreement for the Parks Department. Total amount of service agreement not to exceed: \$5,000. Funding sources to pay for these services will be 2211-18-185000-53610 NR.

Background

McCoin Roofing LLC offers roofing and gutter installation and repair services. We plan to use these services to redirect water coming in around windows on the indoor track at the Twin Lakes Recreation Center.

RESPECTFULLY SUBMITTED,



Megan Stark
Membership/Fitness Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
McCoin Roofing LLC

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

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2025.
 - c. **Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way.
 - d. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Five Thousand (\$5,000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Megan Stark, City of Bloomington, PO Box 848, Bloomington, IN 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	McCoin Roofing LLC
Attn: Megan Stark, Project Manager	Attn: Tim McCain, Owner
PO Box 848	9651 E. Washboard Road
Bloomington, IN 47402	Solsberry, IN 47459
starme@bloomington.in.gov	E-mail: mccoicroofing@aol.com

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

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

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

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

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

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

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

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON
BY:

McCoin Roofing LLC
BY:

Kathleen Mills, Chair
Board

DATED

Signature _____ DATED _____

Tim Street, Director

Printed Name _____

Margie Rice, Corporation Counsel DATED

Title _____

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Contractor will install and repair gutters at the Twin Lakes Recreation Center.

EXHIBIT “B”

PROJECT SCHEDULE

Contractor shall perform the Services according to the following schedule: Work will be completed by Wednesday, December 31, 2025.

EXHIBIT "C"

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

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

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

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

Signature

Printed name

A-8 Agenda itemAdmin. Approval: TS
Date: 2/19/25

TO: Board of Park Commissioners
FROM: Leslie Brinson, Recreation Services General Manager
DATE: February 27, 2025
SUBJECT: MOU BETWEEN PARKS AND ITS FOR ETHERNET CABLING AT SWITCHYARD STAGE

Recommendation

Staff recommends the approval of the MOU between Parks and Recreation and ITS for new Ethernet cabling at the Switchyard Park Stage. The contract is in an amount not to exceed \$2845 and will be paid out of the Community Events Non-Reverting budget, 2211-18-186500-53990.

Background

The network cabling infrastructure at the Switchyard Pak stage needs to be updated to accommodate the new sound system installation. ITS has worked with the Parks and Recreation Department to define the scope of work and then ITS hired a contractor to perform the services. ITS is entering into a larger contract for extensive cabling infrastructure within the City. Precision Quality Contracting will be the contractor for this project and the larger city wide work.

RESPECTFULLY SUBMITTED,**Leslie Brinson, Recreation Services General Manager**

MEMORANDUM

TO: Board of Park Commissioners
FROM: Rick Dietz, Director of Information & Technology Services (ITS)
RE: Request Approval of MOU between Parks and ITS for New Ethernet Cabling at Switchyard Park Stage
Date: December 5, 2024

This MOU is between the Board of Park Commissioners (“Parks Board”) and ITS. The network cabling infrastructure at the Switchyard Park stage needs to be updated. ITS worked with the Parks and Recreation Department (“Department”) to define an appropriate scope of work, and ITS went through the purchasing processes to hire an independent contractor to perform these services (Precision Quality Contracting (“PQC”)). Because extensive cabling infrastructure work is needed throughout the City, ITS is entering into a Master Services Agreement (“MSA”) with PQC, and executing individual scopes of work under that MSA for various projects. This MOU between ITS, the Department, and the Parks Board states that Parks will pay for the PQC’s services relating to Switchyard Park Stage upon completion in an amount not to exceed \$2,845.00.

These services will include the cabling and Panduit box hardware and the installation of new cabling to the stage area.

Staff Recommendation: Staff recommends approval of this MOU with ITS.

Board Action: Board of Park Commissioners to discuss and vote on the MOU on Thursday, February 27, 2025.

Remaining Action: Vendor, Precision Quality Contracting, and City to execute the Master Service Agreement and Service Amendment.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF PARK COMMISSIONERS, CITY OF BLOOMINGTON
INFORMATION & TECHNOLOGY SERVICES DEPARTMENT, AND
THE CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
FOR THE PAYMENT OF SERVICES RELATED TO UPGRADE TO THE NETWORK
INFRASTRUCTURE AT SWITCHYARD PARK**

WHEREAS, City of Bloomington Information & Technology Services Department (“ITS”) is updating Parks’ cabling infrastructure at the Switchyard Park in the Stage area which will include the purchase of hardware and installation of new cable and Panduit box; and

WHEREAS, ITS wishes to hire an independent contractor, Precision Quality Contracting, to perform services necessary to complete the scope of work; and

WHEREAS, the City of Bloomington Parks and Recreation Department (“Parks”) wishes to pay for these services in an amount not to exceed \$2,845.00 for the completion of this scope of work; and

WHEREAS, ITS and Parks wish to memorialize these understandings regarding payment terms.

NOW, THEREFORE, in consideration of the mutual covenants, herein contained, the parties hereto agree as follows:

1. Parks shall be financially responsible for the cable project at the Switchyard Park Stage area in an amount that shall not exceed \$2,845.00.
2. ITS shall be responsible for the process of entering into an agreement with Precision Quality Contracting (“PQC”) for performance of all services necessary to complete the cabling and box installation at the Switchyard Park Stage area.
3. ITS shall timely forward to Parks and Parks shall timely pay all invoiced amounts from PQC. Parks payments shall be made directly to PQC in a total amount not to exceed \$2,845.00.
4. This MOU may only be amended by a written agreement between Parks and ITS.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

CITY OF BLOOMINGTON
BOARD OF PARK COMMISSIONERS

**CITY OF BLOOMINGTON
INFORMATION & TECHNOLOGY
SERVICES**

Kathleen Mills
President

Rick Dietz, Director City of Bloomington ITS	Dated
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PARKS AND RECREATION DEPARTMENT

Tim Street, Director Date

Exhibit B

Precision Quality Contracting

Quality you can count on

QUOTE

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

Quote # 260
DATE 5/3/2024

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

Switchyard Park				
Unit Code	Unit Description	Price	Units	Total Price
Labor	Install 1 CAT6 cables and terminate	\$ 2,100.00	1	\$2,100.00
Material	Material Panduit box, cable,	\$ 745.00	1	\$745.00
Total				\$2,845.00

Make all checks payable to Precision Quality Contracting
Payment is due within 30 days.
If you have any questions concerning this quote, please contact Dave Tesmer | 765-301-9669 |
davet@precisionqc.com

A-9 Agenda itemAdmin. Approval: TS
Date: 2/19/25

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: February 27, 2025
SUBJECT: 2025 A FAIR OF THE ARTS EXHIBITOR AGREEMENT TEMPLATE

Recommendation

Staff recommends the approval of the A Fair of the Arts Exhibitor Agreement Template and Exhibitor Information for the 2025 A Fair of the Arts season to be held May through October on Fernandez Plaza. 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 2025 include changes to the "Works Permitted for Exhibition" section to add language about the sale of reproductions and to clarify what clothing items are permitted for sale.

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator

A Fair of the Arts 2025 EXHIBITOR AGREEMENT

In consideration of the privilege to participate in A Fair of the Arts (“Fair”) for 2025, 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 following this Agreement. The City sets fees and determines Fair policies. The Fair On-Site Supervisor oversees the Fair and has 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 set forth 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.

Where applicable, Exhibitor agrees that their exhibitions are in compliance with the Fair Use Act and that Exhibitor has acquired all necessary licenses and paid all necessary royalties or fees related to their exhibitions.

3. WORKS PERMITTED FOR EXHIBITION AND SALE

All works must be approved by the Fair Jury prior to 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 in 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.

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, sweat shirts, hats, and other commercially manufactured clothes must include a screen printed or block printed element designed by the exhibitor in order 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 prior to the Fair will receive a refund, less a \$15.00 administrative fee. Cancellations received with less than fourteen (14) days prior to 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 serve 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 display.

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 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.** 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 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 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.

EXHIBITOR COPY

****PLEASE SAVE THIS COPY FOR YOUR RECORDS***

SIGNATURES

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
Market Registrant

Additional Exhibitor's Signature Date
Market 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 _____

CITY COPY

****(SEND THIS PAGE 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.)***

SIGNATURES

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
Market Registrant

Additional Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date

Additional Exhibitor's Signature Date

Tim Street, Director, Parks & Recreation Department Date

Margie Rice, Corporation Counsel 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 _____

A FAIR OF THE ARTS 2025 EXHIBITOR INFORMATION

Appendix A

FAIR DATES AND HOURS

A Fair of the Arts will take place on the second Saturday of every month, May through October (May 10, June 14, July 1, August 9, September 13, and October 11) at Fernandez Plaza, an outdoor festival site adjacent to Bloomington's City Hall. A Fair of the Arts is held from 8:00 a.m. to 1:00 p.m. May through September and from 9:00 a.m. to 1:00 p.m. in October.

FAIR SITE

A Fair of the Arts takes place outdoors on Fernandez Plaza at 401 North Morton Street in Bloomington, Indiana, (adjacent to the Showers Building, between Eighth and Ninth Streets and The City of Bloomington City Hall building). Booth spaces will be located both on the brick plaza and on the tiered grassy area outside of City Hall.

CONTRACT

All Exhibitors selling at A Fair of the Arts are required to sign the 2025 A Fair of the Arts Exhibitor Agreement in advance of selling at any fair. Spaces will not be secured until payment and contracts have been received. The information on the contract is public record.

SELECTION OF ARTISTS FOR A FAIR

Artists are selected through a jury process. The jury will be composed of local individuals who have a vested interest in A Fair of the Arts and/or the local arts. The jury will score and select artists using the applications and photos submitted by artists through the 2025 A Fair of the Arts application

The following criteria will be used to select artists for A Fair of the Arts.

1. **Product Guidelines** - Work meets guidelines established in contract (see contract section 3 "Works Permitted for Exhibition and Sale"). All works must be original and handmade by the exhibitor.
 - 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.
 - 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, sweat shirts, hats, and other commercially manufactured clothes must include a screenprinted or block printed element designed by the exhibitor in order 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.

2. **Medium** - Applications will be divided into 10 categories (clay, drawing/painting/photography, fiber arts, glass, jewelry, metalwork/woodwork, natural materials, recycled arts, surface decoration, and personal care). Artists must choose ONE category that best represents the majority of the product created and sold. A minimum of 80% of the product the artist sells must be within that category. Artists may apply to sell in multiple categories. Artists applying in multiple categories must fill out an application and pay all applicable fees for each category in which they apply. If you are applying in a non-jewelry category but wish to exhibit jewelry in your medium, please submit a separate application for jewelry. For example, you work in ceramics and wish to display your handmade ceramic jewelry within your booth. Please note in your Artist Statement that you are applying in a non-jewelry category but wish to show a small amount of jewelry in your booth.
3. **Quality of Work** - Works must be safe, be a durable good, and exhibit quality of craftsmanship. Works will be juried based on application materials submitted.
4. **Price Range** - Consideration is given to artists who include reasonably priced pieces.
5. **Variety of Artists** - Consideration will be given to including a variety of qualified artists and styles of work.

UNLOADING, LOADING, AND PARKING

Exhibitors may idle their vehicles along the west side of Morton Street facing south beginning at 6:00 a.m. to unload (7:00 a.m. in October). After unloading, please move your vehicle to an approved parking location. At the end of the day exhibitors may once again idle their vehicles in the same way beginning at 12:30 p.m. or may line up along Morton Ave. to enter the parking lot if their booth is located inside the Farmers' Market area (City Hall parking lot). Exhibitors may NOT park along the curb on Morton Ave. during the event. Parking along the curb on Morton Ave. between 8 a.m.-12:30 p.m. will result in your vehicle being ticketed and/or towed. This parking is accessible from the hours of 8 a.m.-12:30 p.m. (9 a.m.-12:30 p.m. in October).

Artists must check-in at least one (1) hour prior to the start of any scheduled fair (7:00 a.m. on Saturdays (8:00 a.m. in October)) unless written arrangements have been made and confirmed by the event coordinator before 4 p.m. on the day prior to the event. Reserved spaces can be given to an artist on the waitlist after that time. If you are running late, contact the cell phone of the event organizer. The number to call will be provided by email several days before each show.

All exhibits must be set-up thirty (30) minutes prior to the start of the fair and Exhibitors may not begin to tear displays down until the scheduled end time of each event. Exhibitors must vacate the premises no later than two (2) hours after the event has ended. On Saturdays a landscaping cart is available for use during loading and unloading. Please see a staff member to access this cart.

ASSIGNMENTS AND LIMITS OF SPACE

Each Exhibitor is limited to one reserved space unless otherwise assigned. Each space is 10' x 10' in size. All booth spaces are located outdoors. The City of Bloomington does NOT provide tents, weights, tables, chairs, etc. Each Exhibitor must supply their own equipment and supplies to operate their booth. All tents must be weighted with four (4) proper tent weights.

ELECTRICITY

Electricity is not available. Generators are not permitted.

WAIT LIST

All artists on the approved wait list may arrive on the day of A Fair of the Arts to fill an available space. If a spot should become available, payment of the Sixty Dollars (\$60.00) for Saturday's booth space rental fee is due immediately. The spots will be assigned by the On-Site Supervisor on a first come, first served basis starting one (1) hour prior to the start of each event.

CANCELLATIONS

Any Exhibitor who cancels must notify the City **in writing**. Cancellations received **in writing** at least fourteen (14) days prior to the Fair will receive a refund, less a \$15.00 administrative fee. Cancellations received with less than fourteen (14) days prior to 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 A Fair of the Arts. 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.

FEES

Each Exhibitor pays a fee of sixty dollars (\$60.00) per Saturday. Fees cover direct costs of the Fairs which include use of your 10'x10' booth space, staff time, marketing and advertising, and additional expenses required to operate these events.

RECEIPTS AND COMMISSIONS

Exhibitors should issue receipts when customers request them. Commissions on sales are not collected.

TAXES

Exhibitors are responsible for collecting required taxes and for keeping appropriate records. Find out more at <https://www.in.gov/dor/business-tax/sales-tax/>.

DEMONSTRATIONS

Exhibitors are encouraged to provide demonstrations of their art or craft with prior approval. An area will be made available for such demonstrations if necessary.

BOOTH SITTERS

Booth sitters are available to enable Exhibitors to take restroom and food breaks.

HAWKING

Vociferous hawking and selling outside of booth space is not allowed.

ELECTRONIC MUSIC

Audible music from phones, Bluetooth speakers, or radios is strictly prohibited.

PETS

Pets are not permitted in your booth. Service animals only are allowed on premises.

FAIR STAFF

There will be an on-site supervisor at each fair. Questions or comments during the business week will be welcomed by the fair administrator:

Crystal Ritter
City of Bloomington Parks and Recreation Department
401 North Morton Street, Suite 250
(812) 349-3725
ritterc@bloomington.in.gov

A-10 Agenda itemAdmin. Approval: TS
Date: 2/19/25

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: February 27, 2025
SUBJECT: PERFORMANCE AND ENTERTAINMENT AGREEMENT TEMPLATE

Recommendation

Staff recommends the approval of the 2025 Performance and Entertainment Agreement Template. 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 and, for over a decade, through the People's Park Concert Series. This year we are excited to program 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, the Peoples Park Concert Series, and for community events and programs. No significant changes have been made to this agreement. Dates have been updated for 2025.

RESPECTFULLY SUBMITTED,**Crystal Ritter, Community Events Coordinator**

2025 PERFORMANCE AND ENTERTAINMENT AGREEMENT

This Agreement, entered into this _____ day of _____ 2025, 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, subject to the following agreed upon terms and conditions:

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 prior to one-half of the show/event being completed, or prior to commencement of the show/event, then the Artist and the City agree to reschedule the Performance or Event at a mutually agreeable time, and 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) and federal law requires the City to obtain an affidavit from service providers affirming that the service provider, or any subcontractors hired by service provider, does not currently knowingly employ an immigrant who is not authorized to work in the U.S.
9. Copyright/Permissions. 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. Artist/Entertainer is solely responsible for getting all necessary licenses, approvals, or permissions required to perform or display their art.

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. 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 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 have executed this Agreement on the date first set forth above.

ARTIST/ENTERTAINER:

By: _____

Date: _____

**CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT**

By: _____

Tim Street, Director

Date: _____

Margie Rice, Corporation Counsel

Date: _____

APPENDIX A

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

A-11 Agenda itemAdmin. Approval: TS
Date: 2/19/25

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: February 27, 2025
SUBJECT: CONCESSIONS AGREEMENT

Recommendation

Staff recommends the approval of the 2025 Concessions Agreement for various events.

Bloomington Parks and Recreation will be inviting food vendors to sell their products onsite at various events and programs throughout 2025. These vendors will be required to pay the department 10% of their gross sales from the day or an agreed upon flat fee. Revenue from concession agreements will go into various account lines including 2211-18-186500-43270.

Background

We have been using this type of agreement for several years and it has worked well and the vendors are agreeable to the fees. The changes to the agreement include updated insurance requirements for 2025.

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



CONCESSIONS AGREEMENT

WHEREAS, the City of Bloomington, through its Parks and Recreation Department (hereafter "Parks"), is hosting events at various departmental and community locations; and

WHEREAS, the undersigned, _____
(hereinafter "Concessionaire") desires to sell concessions at the _____
event held at _____ on the date(s) of _____
_____, 2025 and at such other times as have been pre-approved by Parks;

NOW, THEREFORE, in consideration for permission from Parks to sell concessions at the _____
_____ event held at _____ on the
date(s) of _____, 2025 and at such other times as have been pre-approved by
Parks, Concessionaire agrees to the following terms and conditions:

1. Concessionaire shall obtain all necessary permits from the Monroe County Health Department and from any and all other controlling agencies or boards prior to selling concessions.
2. Concessionaire shall abide by federal, state and local laws and ordinances, which pertain to such sales and related activities.
3. This Agreement is for the above date(s) only.
4. Concessionaire agrees to vacate the area by _____ on _____, 2025 and remove all personal items and equipment. Concessionaire must clean litter and debris before leaving, or will be subject to a fine of Fifty Dollars (\$50.00) for violation of Bloomington Municipal Code 6.06.070.
5. Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Department of Parks and Recreation, and its employees, officers, agents and assigns from any and all claims, causes of action, suits, proceedings or demands that may arise from or in any way connected to Concessionaire's activities under this agreement, which include, but are not limited to, sales of concessions, use of related equipment, and location of the concession stand/trailer. This release, hold-harmless and indemnification includes claims, which may be brought by any third party against the City of Bloomington and its related entities as set forth above. Concessionaire agrees

that this release is binding upon him/herself, his/her agents, and his/her heirs, successors and assigns.

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

7. Concessionaire agrees to pay 10% of their gross sales at the event or an agreed upon flat rate to Parks for the right to sell on above mentioned date(s). Fee will be collected at the end of the event before the Concessionaire leaves the site or at a later time as agreed upon by both parties. The Fee is not refundable nor transferable.
8. Concessionaire agrees that this Agreement will be terminated on or before December 31, 2025.
9. 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. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.

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

Bloomington Parks and Recreation:

Concessionaire:

Staff Member: _____

Name: _____

401 N Morton Street, Suite 250
Bloomington IN 47404

Address: _____

Phone Number: _____

Phone Number: _____

Email: _____

Email: _____

CONCESSIONAIRE:

Concessionaire Signature

Date

CITY OF BLOOMINGTON PARKS & RECREATION:

Tim Street, Director, Parks & Recreation

Date

Kathleen Mills, President, Board of Park Commissioners

Date

Margie Rice, Corporation Counsel

Date

A-12 Agenda itemAdmin. Approval: TS
Date: 2/19/25

TO: Board of Park Commissioners
FROM: Clarence Boone, Facility/Program Coordinator
DATE: February 27, 2025
SUBJECT: REVIEW AND APPROVAL OF 2025 FARM VENDOR CONTRACT, AND EXHIBITS

Recommendation

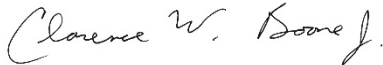
Staff recommends approval of the farm vendor contract, and exhibits for the 2025 Bloomington Community Farmers' Market. All vendor fees are to be deposited in 2211-18-186503-43270.

Background

The Department is currently accepting farm vendor applications for the 2025 market season. Farm vendor applications were due on February 21st if they wanted to reserve a space for the season. Applications will be accepted for day stall vendors as long as space allows.

The 2025 contract and exhibits have been updated to reflect 2025 dates.

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

RESPECTFULLY SUBMITTED,

Clarence Boone, Program/Facility Coordinator

A-13 Agenda itemAdmin. Approval: TS
Date: 2/19/25

TO: Board of Park Commissioners
FROM: Clarence Boone, Facility/Program Coordinator
DATE: February 27, 2025
SUBJECT: FOOD AND BEVERAGE, AND FOOD TRUCK AGREEMENT TEMPLATES

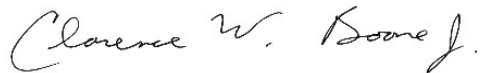
Recommendation

Staff recommends approval of the Food and Beverage Artisan and Food Truck/Push Cart Agreement 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

The Food and Beverage Artisan and Food Truck/Push Cart Agreement templates have been revised to include new insurance language and new pricing for 2025. The agreement has been streamlined as specific information has been included in the Vendor Handbook, which is a part of the agreement.

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

RESPECTFULLY SUBMITTED,

Clarence Boone, Facility/Program Coordinator

Agreement for Food and Beverage Artisans Bloomington Community Farmers' Market

This Agreement, entered into this ____ day of _____, 2025, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Food and Beverage Artisan ("Artisan"),

WITNESSETH:

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

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

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

A. TERM OF AGREEMENT

The term of this Agreement shall begin on April 5, 2025 and end on November 29, 2025.

B. FOOD AND BEVERAGE ARTISAN RESPONSIBILITIES

1. **Artisan Fee:** Artisan shall pay Parks a vending fee of Thirty dollars 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 5, 2025. The Artisan must display legible price markers for goods offered for sale.
3. **Insurance:** The Artisan shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington and the Artisan as insured parties, and the Artisan shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. The Artisan and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
4. **Employees:** The Artisan shall employ all personnel necessary for the operation of the food and beverage stand, and shall pay all necessary wages and payroll tax for such employees. Artisan stand attendants must be a minimum of sixteen (16) years of age.
5. **Recordkeeping:** The Artisan shall keep and maintain accurate records reflecting the revenues of the food and beverage stand. These documents shall be open to inspection at all reasonable times by authorized agents of Parks.

6. **Rules and Regulations:** The Artisan shall also comply with all local, state and federal laws, including health codes regarding preparation of food, operation of open-air stand and employment of all personnel.

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

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

Pursuant to a new law that affects Home Based Vendors, Indiana House Bill 1149 was passed and took effect July 1, 2022. As a part of this new legislation, all HBVs are now required to take a recognized food safety training and ***must provide a copy of the certificate to the local health department in the county where the HBV's residence is located.*** One of these recognized trainings is the ServSafe Food Handler course offered by the National Restaurant Association. The certification costs between \$7 and \$15 plus the time to take a couple-hour course online. The certificate is good for 3 years depending on where it is completed. For more information and to see if you apply to this new law visit <https://www.in.gov/health/food-protection/files/IDOH-HEA-1149-Guidance-Document.pdf> Click here for House Bill 1149 info: <http://iga.in.gov/static-documents/8/8/d/4/88d4c8cb/HB1149.04.ENRS.pdf?fbclid=IwAR1MZfd4mIrkrGcGPIq9VhrGfypImJQqkL9zzK7oFqrYUIR3COqVW5BaKo>

7. **Days and Hours of Operation:** The Artisan agrees to attend and sell at Market each and every Saturday, unless an alternate schedule has been determined by vendor and staff, beginning April 5, 2025 through September 28, 2025 from 8:00 am until 12:30 pm, and October 4, 2025 through November 22, 2025 from 9:00 am until 12:30 pm.
8. **Assignments and Limits of Space:** The Artisan will be assigned by Parks one vending space limited to 10 feet wide by 10 feet deep prior to commencement of this Agreement. Artisans may only display signs, information and/or items in their space that consist of the products they are selling or that directly relate to their business.
9. **Indemnification:** The Artisan hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers,

including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Artisans participation in the Market, including but not limited to the sale, distribution, or consumption of their products, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.

10. **Verification of New Employees' Immigration Status:** Ind. Code 22-5-1.7-11(a) and federal law requires the City to obtain an affidavit from service providers affirming that the service provider, or any subcontractors hired by service provider, does not currently knowingly employ an immigrant who is not authorized to work in the U.S. Verification is attached as Attachment A.
11. **Artisan Behavior and Commitment to the City of Bloomington's Values and the Market's Mission.** The City of Bloomington considers diversity a source of strength that adds to Bloomington's character. The Bloomington Community Farmers' Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the Bloomington Community Farmers' Market Food and Beverage Artisan Agreement, artisans shall create 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. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct at the Market.

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

seriously and will take appropriate action if it finds that any artisan engaged in such prohibited conduct at the Market.

12. Expectations

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

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

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

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

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

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

C. RESPONSIBILITY AND RIGHTS OF PARKS

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

D. ASSIGNMENT OF AGREEMENT

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

E. BREACH OF AGREEMENT

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

F. TERMINATION

- Termination by mutual agreement:** The parties may terminate this Agreement prior to November 29, 2025 by mutual written agreement.

G. MISCELLANEOUS

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

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

Food and Beverage Artisan:

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

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

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

Food and Beverage Artisan Signature

Margie Rice, Corporation Counsel

Artisan Printed Name

Tim Street, Parks Administrator

Kathleen Mills, President Board of Park
Commissioners

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

This Agreement, entered into this _____ day of March, 2025, 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 5, 2025 and end on November 29, 2025.

B. FOOD AND BEVERAGE ARTISAN RESPONSIBILITIES

1. **Artisan Fee:** Artisan shall pay Parks a vending fee of Thirty-five dollars 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 5, 2025. The Artisan must display legible price markers for goods offered for sale.
3. **Insurance:** The Artisan shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington and the Artisan as insured parties, and the Artisan shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. The Artisan and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
4. **Employees:** The Artisan shall employ all personnel necessary for the operation of the food and beverage stand, and shall pay all necessary wages and payroll tax for such employees. Artisan stand attendants must be a minimum of sixteen (16) years of age.
5. **Recordkeeping:** The Artisan shall keep and maintain accurate records reflecting the revenues of the food and beverage stand. These documents shall be open to inspection at all reasonable times by authorized agents of Parks.

6. **Rules and Regulations:** The Artisan shall also comply with all local, state and federal laws, including health codes regarding preparation of food, operation of open-air stand and employment of all personnel.

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

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

Pursuant to a new law that affects Home Based Vendors, Indiana House Bill 1149 was passed and took effect July 1, 2022. As a part of this new legislation, all HBVs are now required to take a recognized food safety training and ***must provide a copy of the certificate to the local health department in the county where the HBV's residence is located.*** One of these recognized trainings is the ServSafe Food Handler course offered by the National Restaurant Association. The certification costs between \$7 and \$15 plus the time to take a couple-hour course online. The certificate is good for 3 years depending on where it is completed. For more information and to see if you apply to this new law visit <https://www.in.gov/health/food-protection/files/IDOH-HEA-1149-Guidance-Document.pdf> Click here for House Bill1149 info: <http://iga.in.gov/static-documents/8/8/d/4/88d4c8cb/HB1149.04.ENRS.pdf?fbclid=IwAR1MZfd4mIrkrqgCgPIq9VhrGfypImJQqkkL9zzK7oFqrYUIR3COqVW5BaKo>

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 5, 2025 through September 27, 2025 from 8:00 am until 12:30 pm, and October 4, 2025 through November 22, 2025 from 9:00 am until 12:30 pm.
8. **Assignments and Limits of Space:** The Artisan will be assigned by Parks one vending space limited to 10 feet wide by 10 feet deep prior to commencement of this Agreement. Artisans may only display signs, information and/or items in their space that consist of the products they are selling or that directly relate to their business.
9. **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.

10. **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.

12. **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 create 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.

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seriously and will take appropriate action if it finds that any artisan engaged in such prohibited conduct at the Market.

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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 22, 2025 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 have signed this Agreement on the date first set forth.

Food and Beverage Artisan Signature

Margie Rice, Corporation Counsel

Artisan Printed Name

Tim Street, Parks Administrator

Kathleen Mills, President Board of Park
Commissioners

A-14 Agenda itemAdmin. Approval: TS
Date: 2/13/15

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: February 27, 2025
SUBJECT: APPROVAL OF SERVICE CONTRACT WITH KINGSSNAKE SOUND COMPANY

Recommendation

Staff recommends the approval of a service agreement with KingSnake Sound Company for sound engineering services and equipment rental for community events held in the 2025 calendar year.

Not to exceed \$3,000.

Approximate breakdown: 2204-18-186500-53730 - \$1,575, 2204-18-186500-53990- \$525, 2211-18-186500-53730- \$525, 2211-18-186500-53990- \$375 (Repair Work)

Background

This contract is for sound engineering services, set-up and tear-down of sound equipment, and sound equipment rental for various events throughout the 2025 Parks and Recreation calendar year including but not limited to the Bloomington Symphony Orchestra concert in Switchyard Park, the Pumpkin Launch at the Monroe County Fairgrounds, and the Holiday Market at Bloomington's City Hall. This contract also includes estimated repair costs to maintain Bloomington Parks and Recreation's current sound equipment. We have used KingSnake Sound Company for several years. They are reliable and continue to be well priced.

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator

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

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

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Contractor shall provide sound engineering services, equipment rental, and equipment repair for community events hosted by Bloomington Parks and Recreation in 2025.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2025.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed THREE THOUSAND DOLLARS (\$3,000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: **KINGSSNAKE SOUND COMPANY, ATTN: CHRIS RAMSEY**, City of Bloomington, 4002 S. Eastmont Ave., Bloomington, IN 47403. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

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

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

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

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

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

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

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

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

[Signatures are on the following page.]

Signatures on this page are associated with the “AGREEMENT FOR SERVICES between The City of Bloomington Parks and Recreation Department and KingSnake Sound Company.”

CITY OF BLOOMINGTON

BY:

**[KINGSSNAKE
COMPANY]**

SOUND

BY:

Kathleen Mills, Chair
Board
DATED

Signature _____ DATED _____

Tim Street, Director

Printed Name _____

Margie Rice, Corporation Counsel DATED

Title _____

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Provide sound engineering services and equipment rental for community events hosted by Bloomington Parks and Recreation scheduled for the 2025 calendar year. Provide repair services to equipment owned by the Parks and Recreation department as needed.

EXHIBIT “B”

PROJECT SCHEDULE

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

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

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

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

EXHIBIT "C"

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

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

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

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

Signature

Printed name

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

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

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

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

Signature

Printed name

A-15 Agenda itemAdmin. Approval: TS
Date: 2/21/25

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: January 23, 2025
**SUBJECT: CONTRACT WITH KCI TECHNOLOGIES INC FOR WOODY INVASIVE
MANAGEMENT AT LOWER CASCADES PARK**


Recommendation

Staff recommends approval of this contract with KCI Technologies INC for woody invasive plant management at Lower Cascades Park. Funding source: 200-18-189500-53990. Amount not to exceed: \$4999.00.

This is a reapproval of a contract that the Board of Park Commissioners approved in November 2024 due to some minor legal language changes.

Background

This proposal from KCI is to conduct cut stump herbicide treatment of Asian bush honeysuckle (*Lonicera* spp.) in Lower Cascades Park during the dormant season. The amount of completed treated area is dependent on the time and effort required. KCI will complete work towards the project until the contract value is met as determined by KCI. Work includes project administration and scheduling, travel, and implementation. KCI anticipates spending approximately 2, 8-hour workdays with up to 3 applicators during implementation on-site. Herbicide, surfactant, and flagging will be included in the cost of the project.

RESPECTFULLY SUBMITTED,

Joanna Sparks, Urban Greenspace Manager

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
KCI TECHNOLOGIES INC**

This Agreement, entered into on the last date indicated on the signature lines below, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and KCI Technologies INC ("Contractor").

Article 1. Scope of Services. Contractor shall provide woody invasive plant management at Lower Cascades Park, as outlined on Exhibit C ("Services"). Should any provisions in Exhibit C conflict with this Agreement, this Agreement prevails.

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, 2025, 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 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 Four Thousand Nine Hundred Ninety Nine Dollars and Zero Cents (\$4,999.00). 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, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule. Contractor shall perform the Services according to the following schedule: Project shall be completed by December 31, 2025. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

Article 11. Indemnification. Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence. Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees 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 employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect: A. Comprehensive General Liability Insurance (\$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate); B. Automobile Liability 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; and 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, Department, and the officers, 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 Department 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 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 13. Conflict of Interest. Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

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

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

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

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

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

Article 19. Non-Discrimination. Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. 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 A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington, Attn: Joanna Sparks, 401 N. Morton, Bloomington, IN 47404. KCI Technologies INC, ATTN: Samantha Loutzenhiser 5672 W 74th St, Indianapolis, IN 46278. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. 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 24. 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 B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25. 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 not more than sixty (60) days, prior to the end of the current term.

[Signatures are on the following page.]

CITY OF BLOOMINGTON

KCI TECHNOLOGIES INC

DATE _____

Print Name and Title

3

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF ~~XXXXX~~ Maryland)
COUNTY OF Baltimore)SS:
AFFIDAVIT

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

1. The undersigned is the Vice President of KCI Technologies, Inc.
(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

James E. Deriu

Printed Name

STATE OF ~~XXXXX~~ Maryland)
COUNTY OF Baltimore)SS:

Before me, a Notary Public in and for said County and State, personally appeared James E. Deriu and acknowledged the execution of the foregoing this 7th day of January, 2025

Bobbi Jo Wentz
Notary Public's Signature

My Commission Expires: Aug. 15, 2027

Bobbi Jo Wentz
Printed Name of Notary Public

County of Residence: Baltimore



EXHIBIT B

STATE OF Maryland)
) SS:
COUNTY OF Baltimore)

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 7th day of January, 2025.

KCI TECHNOLOGIES INC

By: _____

James E. Deriu / Vice President

STATE OF Maryland)
) SS:
COUNTY OF Baltimore)

Before me, a Notary Public in and for said County and State, personally appeared James E. Deriu and acknowledged the execution of the foregoing this 7th day of January, 2025.

Bobbi Jo Wentz
Notary Public's Signature

My Commission Expires: Aug. 15, 2027

Bobbi Jo Wentz
Printed Name of Notary Public

County of Residence: Baltimore

BOBBI JO WENTZ
Notary Public - State of Maryland
Baltimore County
My Commission Expires Aug 15, 2027

EXHIBIT C
Scope of Work



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

5672 W. 74th Street • Indianapolis, IN 46278 • Phone 317-243-9200 • Fax 317-243-9201

November 4, 2024

City of Bloomington 401
N. Morton Street
Bloomington, IN 47404

Attn: Ms. Joanna Sparks, Urban Greenspace Manager

Subject: Cascades Park Asian Bush Honeysuckle Herbicide Treatment

KCI Technologies, Inc. (KCI) is pleased to submit this work order (the "Proposal") to The City of Bloomington Parks and Recreation Department ("Client") for the work (the "Work") described in detail in the Scope of Services section of this Proposal. The Proposal shall be valid for a period of thirty (30) business days from the date above. Acceptance and execution thereafter shall be conditioned on KCI's reaffirmation of the Proposal. If this Proposal is accepted and executed by Client, then the other exhibits, along with this Proposal, shall constitute a complete and legally binding contract between KCI and Client.

PROJECT UNDERSTANDING

This Proposal is limited exclusively to the Services as described below and anything not expressly described shall be considered expressly excluded from the Services. Any modifications to the Services made after execution of this Proposal will be Additional Services unless otherwise agreed to in writing by both parties.

KCI has prepared a proposal to conduct herbicide treatment of Asian bush honeysuckle (*Lonicera spp.*) in Cascades Park, Bloomington, IN. The proposed treatment area is contained fully within the park and the amount of completed treated area is dependent on the time and effort required.

This proposal is subject to the terms of the Service Agreement/Short Contract between KCI and the City of Bloomington Parks and Recreation.

SCOPE OF SERVICES

KCI will treat Asian bush honeysuckle at Cascades Park in Bloomington, Indiana focusing on the areas in best condition near the park shelter and moving towards the higher density areas. KCI will utilize cut- stump treatment methodologies to apply a triclopyr based herbicide suitable for both the treated species and application methodology. All herbicide applications will conform to label recommendations. Care will be taken to reduce the impact on surrounding vegetation and treatment will cease if the daily high temperature is above 80 degrees or below 20 degrees Fahrenheit. Application will not occur if precipitation is expected within the rain fast window listed on the label or if vegetation is already significantly wet. KCI will not remove any biomass from the park. KCI may, when appropriate, pull small stems of Asian bush honeysuckle

not suitable for cut stump herbicide as part of the contracted control methodology. KCI will complete work towards the project until the contract value is met as determined by KCI. Work includes project administration and scheduling, travel, and implementation. KCI anticipates spending approximately 2, 8-hour workdays with up to 3 applicators during implementation on-site. Herbicide, surfactant, and flagging will be included in the cost of the project. Project goals do not include any specific metric for target species reduction, eradication, or acreage treated.

Coordination

KCI will coordinate at least 48 hours in advance of planned treatments so that the Client may install adequate signs and inform of any conflicting park uses. Coordination with the Client may be by either email or phone call and no work will take place without verification and authorization from the Client. The Client will provide and install any entry restriction signs. All coordination will be through Joanna Sparks at either 812-349-3497 or sparkj@bloomington.in.gov.

Deliverables

There are no specific deliverables for this project. Any photographs or notes taken during the work will be provided by email to the Client at the end of the project.

Schedule of Work

The preferred treatment window is late winter until native herbaceous plants begin to emerge. Outside the preferred treatment window, KCI will operate in best practices to reduce impact on native species which may include changing herbicide or stopping work. KCI will complete the work based on weather and access to the park and coordinate herbicide treatment activities as described above.

FEES AND PAYMENTS

The following fees are for the performance of the Services listed in the Scope of Services above. The fees listed in this section do not cover any Additional Services, or any other services that are not specifically described as part of the Services.

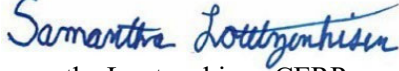
KCI's fee for the Work listed in the Scope of Services above will be the lump sum cost of \$4,999.00. KCI will submit a single invoice following completion of the work for the Services and Additional Services rendered and the Direct Expenses and Charges incurred.

Changed conditions or additional requirements may result in an adjustment to estimated fees and/or schedules. Any estimate made by KCI to Client of the anticipated fees or completion schedule for its Services is understood to be informational only. KCI does not guarantee the accuracy of fee estimates, shall not be bound by the fee estimates as limits on the amount to be expended and charged in completion of the Services or any component thereof, and shall bill and be paid for fees that exceed these fee estimates as a result of the changed conditions or additional requirements.

CONCLUSION

KCI welcomes the opportunity to collaborate with the City of Bloomington on this project. The KCI point of contact ("POC") for this Proposal is Samantha Loutzenhiser, Project Manager, who may be contacted at either 463-233-9062 – office or Samantha.Loutzenhiser@kci.com.

Respectfully,



Samantha Loutzenhiser, CERP
Natural Resources - Midwest
Project Manager



Brad Shoger
Water and Environment
Practice Leader

ACCEPTED BY:

Joanna Sparks, Urban Greenspace Manager

Date

STAFF REPORT

B-1 Agenda item

Admin. Approval: TS
Date: 2/19/25

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: February 18, 2025
SUBJECT: BRAVO AWARD – EVE CUSACK

Recommendation

Staff recommends Eve Cusack for the February 2025 Bravo Award.

Background

On behalf of Gillian and Joanna, I am happy to recognize Eve with the February Bravo Award. According to Gillian, Eve is an outstanding volunteer with our Adopt-a-Greenspace program. She is curious, an avid learner, and a wonderful teacher. She finds many ways to bring people together by making connections that enlarge all our feelings of belonging. Eve primarily works on the Clear Creek Trail and has brought in many other volunteers, especially high school students, to help remove invasive species and learn why we care about doing so. Even has also been involved in our efforts to build urban forest. By learning the full cycle of collecting and planting acorns, Eve is helping to start an urban forest in our greenspaces around Bloomington. She also passes on her knowledge and joy with her Bloomington Montessori School students. We are very grateful to have Eve on our team!

RESPECTFULLY SUBMITTED,



Emily Buuck, Community Relations Coordinator

STAFF REPORT

B-2 Agenda item

Admin. Approval: TS
Date: 2/24/25

TO: Board of Park Commissioners
FROM: Ella Thompson, Urban Greenspace Intern
DATE: February 27, 2025
SUBJECT: STAFF INTRODUCTION (Ella Thompson)

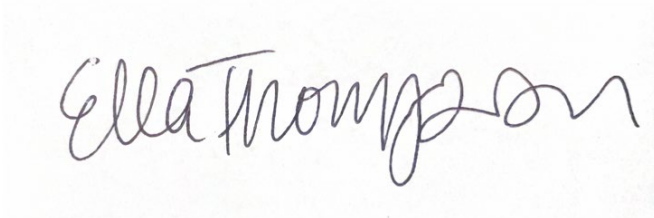
Recommendation

This report is for the information of the Board.

Background

Ella Thompson is a senior at Indiana University studying Parks, Recreation, and the Outdoors. She is currently interning with the Parks and Recreation department as one of their Urban Greenspace interns, bringing with her what she has learned in her studies and previous work. Ella hopes to learn more about parks administration and figure out what types of jobs she would like to do after graduation.

RESPECTFULLY SUBMITTED,



Ella Thompson, Urban Greenspace Intern

STAFF REPORT

B-3 Agenda item

Admin. Approval: TS
Date: 2/24/25

TO: Board of Park Commissioners
FROM: Lukas Redmond, Urban Greenspace Intern
DATE: February 27, 2025
SUBJECT: STAFF INTRODUCTION (Lukas Redmond)

Recommendation

This report is for the information of the board.

Background

My name is Lukas Redmond, and I have accepted an internship with the Parks and Recreation Urban Greenspace department as of early January. I am a senior at Indiana University majoring in Parks Recreation and the Outdoors and minoring in Public Health. My focus is to learn how nature and parks play a role in human health outcomes, and in my time with Bloomington Parks and Recreation I have already learned so much. I look forward to continuing working with this team and learning everything I can.

RESPECTFULLY SUBMITTED,

Lukas Redmond, Urban Greenspace Intern

B-4 Agenda itemAdmin. Approval: TS
Date: 2/24/25

TO: Board of Park Commissioners
FROM: Emerson Wells, Urban Greenspace Fellow (O'Neill Leadership Program)
DATE: February 27, 2025
SUBJECT: STAFF INTRODUCTION- Urban Greenspace Fellow (Emerson Wells)

Recommendation

This report is for the information of the Board.

Background

Emerson Wells is a second semester MSES/MPA dual-degree candidate with the Paul H. O'Neill School of Public and Environmental Affairs (formerly SPEA) at Indiana University Bloomington. She is joining the Urban Greenspace team as an Urban Greenspace Fellow with the support of the O'Neill Leadership Program. Emerson was introduced to urban greenspace in Bloomington through an Urban Forest Management course last Fall, where she worked with a team of graduate students in collaboration with the City of Bloomington, Bloomington Housing Authority, and Canopy Bloomington to conduct a street tree inventory and provide recommendations for "cool corridor" implementation in the Crestmont Neighborhood. Here, she began more critically viewing urban greenspace and associated infrastructure as social-ecological systems.

Prior to her time at O'Neill, Emerson graduated with a B.S. in Environmental and Ecological Sciences from Elon University and worked as a Program Assistant within Consumer Horticulture the North Carolina Cooperative Extension Service- Guilford County Center. With an academic and environmental background in Appalachian and Southeast ecologies, Emerson is looking forward to learning more and grounding herself in the Midwest. During her time with the Urban Greenspace team, she is looking forward to developing stormwater management plans and supporting existing programming. In her free time, Emerson enjoys backpacking, dancing, and cooking vegan goodies.

RESPECTFULLY SUBMITTED,**Rebecca Emerson Wells****Emerson Wells, Urban Greenspace Fellow**

STAFF REPORT

C-1 Agenda item

Admin. Approval: TS
Date: 2/12/25

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: February 27, 2025
SUBJECT: REVIEW AND APPROVAL OF THE 2025 SERVICE AGREEMENT WITH CITY GLASS OF BLOOMINGTON, INC

Recommendation

Staff recommends the review/approval of the City Glass of Bloomington, INC service agreement for the Parks Department. Total amount of service agreement not to exceed: \$6,000. Funding sources to pay for these services will be 2211-18-185000-53610 NR (TLRC), 2204-18-187202-5360 GF (Winslow), 2204-18-187208-53650 GF (Olcott), 2204-18-187001-53610 GF (TLSP), 2204-18-182001 GF (Bryan), 2204-18-182002-53610 GF (Mills), 2204-18-182500-53610 GF (FSC), 2204-18-1835000-53610 GF (Golf); 2204-18-189006-53610 GF (SYP)

Background

City Glass of Bloomington offers glass, mirror and door repair services. Typically, we use this service on an “as needed” basis.

RESPECTFULLY SUBMITTED,



Daren Eads
Sports Facility Coordinator

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

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

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. The hourly rate of Ninety Five Dollars (\$95.00) with a minimum of one (1) hour charge, plus materials. Contractor shall provide the Services for a set price per hour Monday –Friday 8:30am to 5:00pm and all other times for an afterhours emergency hourly rate of One Hundred Forty Two Dollars (\$142.00) with a minimum of one (1) hour charge, plus materials.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2025.
 - c. Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way.
 - d. Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
- 3. Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Six Thousand (\$6,000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services.

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

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

responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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

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

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

Contractor shall provide a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation

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

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

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

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

TO CITY:**TO CONTRACTOR:**

City of Bloomington	City Glass of Bloomington, INC
Attn: Daren Eads, Project Manager	Attn: Ken Thickstun, General Manager
PO Box 848	719 West 17 th Street
Bloomington, IN 47402	Bloomington, IN 47404
eadsd@bloomington.in.gov	kthickstun@cityglassinc.com

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

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

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

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

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

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON

BY:

**CITY GLASS OF BLOOMINGTON,
INC**

BY:

Kathleen Mills, Chair
Board
DATED

Signature _____ DATED _____

Tim Street, Director

Printed Name _____

Margie Rice, Corporation Counsel DATED

Title _____

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Contractor will repair, make adjustments, and/or replace window glass and door services at City park properties and facilities on an as needed basis. Specific scopes of work will be approved in writing before work commences.

EXHIBIT “B”

PROJECT SCHEDULE

Contractor shall perform the Services as needed. The time limits established by the parties shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

EXHIBIT "C"

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

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

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

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

Signature

Printed name

C-2 Agenda itemAdmin. Approval: TS
Date: 2/13/15

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: February 27, 2025
**SUBJECT: NOISE PERMIT FOR BLOOMINGTON PARKS AND RECREATION'S 2025
EVENTS AND PROGRAMS**

Recommendation

Staff recommends the approval of noise permits for the list of Bloomington Parks and Recreation's 2025 scheduled programs and events. Please see the attached list which includes the names, dates, times, and locations of each program/event.

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,**Crystal Ritter, Community Events Coordinator**

City of Bloomington Parks and Recreation Department

Request for Noise Permits for the following events scheduled for the 2025 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.

A Piece of Latin America: Corazón de Jaripeo

3/29/2025, 5-10 p.m.

Switchyard Park

Nature Sounds: Thrill of the Trill

4/25/2025, 6:30-7:30 p.m.

Sherwood Oaks Park

Nature Sounds: Stump Thumping

5/2/2025, 6:30-7:30 p.m.

Rev. Butler Park

Peoples Park Concert Series

Thursdays (dates listed below) – 4:30-6:00 p.m.

Peoples Park

5/1/2025

5/15/2025

5/29/2025

6/26/2025

7/10/2025

7/24/2025

8/14/2025

8/28/2025

9/11/2025

9/25/2025

Summer Launch Party and Movie in the Park

5/24/2025, 3-10:30 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

5/29/2025

5/30/2025

5/31/2025

6/1/2025

6/5/2025

6/6/2025

6/7/2025

6/8/2025

Hopewell Park Concert Series/Tuesday Market

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

Peoples Park

6/3/2025

7/1/2025

7/15/2025

8/5/2025

6/17/2025

8/19/2025

9/2/2025

9/16/2025

Touch a Truck

6/11/2025– 8 a.m.-3 p.m.

Winslow Sports Park

Rain date: 6/12/2025

Strawberry Shortcake Festival

6/12/2025, 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

6/13/2025

7/11/2025

8/8/2025

9/12/2025

Rain Date: 10/10/2025

Performing Arts Series: Switchyard Main Stage Concerts

Fridays June-September (dates listed below), 5:30 pm – 9:00 pm

Switchyard Park

6/20/2025

7/18/2025

8/8/2025

9/12/2025

Fitness in the Parks: Zumba

Mondays, Tuesdays, Fridays (May-September), 6:30-8:30 p.m.

Switchyard Park

Performing Arts Series: Bryan Park Concerts

Sundays in June and July, 4-9 p.m.

Bryan Park

6/22/2025

6/29/2025

7/20/2025

7/27/2025

Rain dates:

7/6/2025

8/3/2025

Adult Field Day

6/27/2025, 6-9 p.m.

Switchyard Park

Fourth of July Parade

7/4/2025, 6 a.m.- 12 p.m.

Downtown from Indiana to College, 3rd Street to 10th Street

Movies in the Parks

Location Varies – 7:00 pm – 11:30 pm

8/2/2025 in Bryan Park

8/23/2025 in Bryan Park

9/5/2025 in Switchyard Park

9/6/2025 in Switchyard Park

9/27/2025 in Bryan Park

10/3/2025 in Switchyard Park

Rain date: 10/4/2025 in Switchyard Park

Drool in the Pool

8/6/2025 & 8/7/2025, 3-9:00 p.m.

Mills Pool

An Evening with the Bloomington Symphony Orchestra

8/24/2025, 3:30-8:30 p.m.

Switchyard Park

An Evening with the Bloomington Jazz Orchestra

9/7/2025, 4-9 p.m.

Switchyard Park

Rain date: 9/14/2025

Splash and Glow Party

9/18/2025, 4-7 p.m.

Switchyard Park

Glow in the Park

9/20/2025, 6-11:30 p.m.

Waldron, Hill, and Buskirk Park

An Evening with the Bloomington Community Band

9/21/2025, 4-9 p.m.

Switchyard Park

Dearly Departed Cemetery Tours

10/11/2025, 5-10 p.m.

Rose Hill Cemetery

Trick or Treat Trail

10/18/2025, 10 a.m.-6 p.m.

RCA Community Park

Festival of Ghost Stories

10/24/2025, 6:30-9 p.m.

Bryan Park

Holiday Market

11/29/2025, 9:30 a.m.-4 p.m.

401 N. Morton St., Fernandez Plaza

C-3 Agenda itemAdmin. Approval: TS
Date: 2/19/25

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: February 27, 2025
SUBJECT: ECO LOGIC VEGETATION MANAGEMENT AT MSP, RFP AND SYP

Recommendation

Staff recommends approval of this contract with Eco Logic, LLC for vegetation management at Miller Showers Park, Rogers Family Park and Switchyard Park.

Funding source: 2204-18-189500-53990
Amount not to exceed \$64,687.07

Background

Eco Logic was selected as the vendor for this contract to perform follow up vegetation management activities on work they previously performed at all three properties, Miller-Showers Park (MSP), Rogers Family Park (RFP) and Switchyard Park (SYP). The MSP project will be the seventh year they will be performing vegetation management activities implementing the 10 Year Management Plan initiated in 2018. The RFP project is a continuation of new prairie installation and maintenance begun in 2021. The SYP project is a continuation of maintenance services for the riparian/reforestation plantings begun in 2018 (both prior to and during the construction of the Park, Eco Logic has performed invasive management and ecological restoration). The Parks Department has a long relationship with Eco Logic and we have been pleased with their work. In this case, their specific knowledge of the three properties and overall expertise makes them the best fit for the job.

RESPECTFULLY SUBMITTED,

Joanna Sparks, Urban Greenspace Manager

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.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2025.
 - c. **Renewal.** [This Section Intentionally Left Blank.]
 - 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 Four Thousand Six Hundred Eighty Seven Dollars and Seven Cents (\$64,687.07) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Joanna Sparks, City of Bloomington, 401 N. Morton, Suite #250, Bloomington, IN 47404. Invoices

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

4. **Retainage.** [This Section Intentionally Left Blank.]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner 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	Eco Logic, LLC
Attn: Joanna Sparks, Project Manager	Attn: Natalie Marinova
401 N. Morton, Suite 250	8685 West Vernal Pike
Bloomington, Indiana 47404	Bloomington, IN 47404
sparksj@bloomington.in.gov	E-mail: natalie@ecologicindiana.com

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

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

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

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

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

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

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

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON
BY:

ECO LOGIC, LLC
BY:

Kathleen Mills, Chair
Board

DATED

Signature _____ DATED _____

Tim Street, Director

Printed Name

Margie Rice, Corporation Counsel DATED

Title _____

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

<h3>Miller Showers 2025 IPC and Maintenance</h3>
--

Project summary:

This proposal is for invasive plant control and pollinator habitat maintenance through all native planting parcels of Miller Showers Park in 2025 for 90% control of target species. Parcel map and list of target species is below. Additional hours compared to 2024 contract are included to encompass all needed invasive plant control activities without assistance from City of Bloomington Park staff. Overseeding in any heavily treated areas is included.

Proposed timeline and activities:

APRIL-MAY: Foliar Treatment selective on cool season herbaceous weeds, such as tall fescue, poison hemlock, and teasel. (All Parcels)

MAY-AUGUST (3 visits): Foliar broadleaf and invasive grass application. Targets include all invasive woody species, Canada thistle, crown vetch, Johnson grass, tall fescue, Canada goldenrod etc. Selective cutting on annual species such as marestail, prickly lettuce, etc. and utilizing mini skid steer for selective mowing of Canada goldenrod and 2024 seeded areas as needed. (All Parcels)

AUGUST-SEPT: Mapping

SEPTEMBER-NOV: Fall foliar applications multiple species. Cut stump treatment on any invasive woody species and selective treatment on large edge patches of Canada goldenrod in higher profile areas along prairie edges. (All Parcels)

Proposal Price: \$ 15,899.44*

*All herbicide treatment to be performed by OISC Certified applicators.

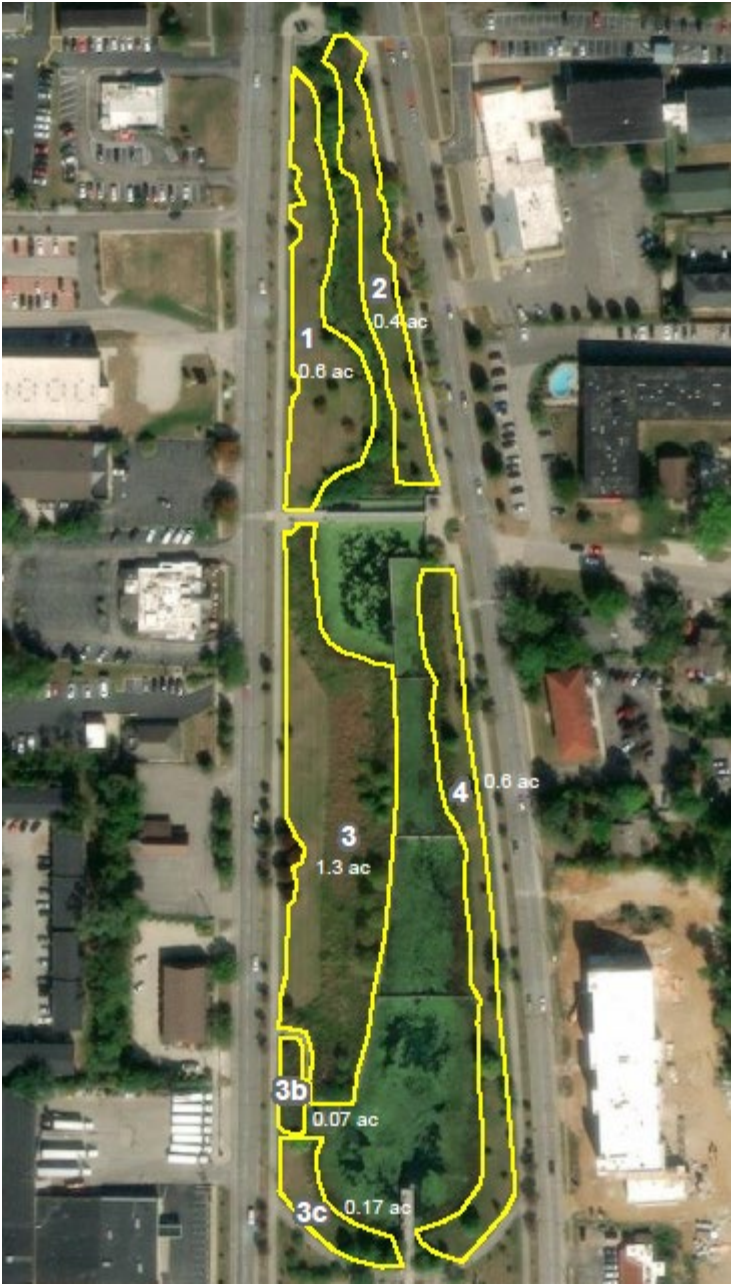
2025 Miller Showers Species for Management Target List of species:

<u>Common Name</u>	<u>Scientific Name</u>
Tree of Heaven	<i>Ailanthus altissima</i>
Canada Thistle	<i>Cirsium arvense</i>
Bull Thistle	<i>Cirsium vulgare</i>
Poison Hemlock	<i>Conium maculatum</i>
Oriental Bittersweet	<i>Celastrus orbiculatis</i>
Common Teasel	<i>Dipsacus fullonum</i>
Tall Fescue	<i>Festuca arundinacea</i>
Bush Honeysuckle	<i>Lonicera mackii</i>
Sweet clover (yellow, white)	<i>Melilotus spp.</i>
Asian mulberry	<i>Morus alba</i>
Pokeweed*	<i>Phytolacca americana</i>
Bradford Pear	<i>Pyrus calleryana</i>
Multiflora Rose	<i>Rosa multiflora</i>
Glossy Buckthorn	<i>Rhamnus cathartica</i>
Crown Vetch	<i>Securigea varia</i>
Canada goldenrod	<i>Solidago canadensis</i>
Johnson Grass	<i>Sorghum halapense</i>
Poison Ivy*	<i>Toxicodendron radicans</i>
Siberian Elm	<i>Ulmus pumila</i>
Turf-grasses	Various sp.

Additional species managed:

Bindweed	<i>Convolvulus arvensis</i>
Queen anne's lace	<i>Daucus carota</i>
Wild lettuces	<i>Lactuca spp.</i>
Curly Dock	<i>Rumex crispus</i>
Foxtail	<i>Setaria spp.</i>

*Indiana native



Roger's Family Park Prairie 2025 IPC and Maintenance

Project summary:

This proposal is for pollinator habitat maintenance of the remediated prairie areas (approx. 3.6 acres) at Roger's Family Park. Maintenance through the 2025 growing season expects 90% control of below listed target species.

These parcels are adjacent to the recently constructed shelter and paved trails. Map included on next page. Eco Logic was subcontracted under Scenic Construction for the installation and one-year warranty maintenance that expired in 2023. City of Bloomington, Parks and Recreation contracted maintenance of these areas through 2024. Warranty seeding occurred in winter 2023-2024 and again in 2024-2025.

Proposed timeline and activities:

Invasive species Management visits -

APRIL-JUNE: Foliar Treatment broadleaf on cool season herbaceous weeds, such as teasel, sweet clovers, and tall fescue.

JULY-AUGUST: Foliar Treatment and brushcutting as needed based on prior visit

SEPT-NOV: Selective foliar treatment and selective brush cutting on herbaceous weeds and invasive species. Cut-stump treatment on woody plants.

Mowing Visit -

Timing TBD: Selective mowing visit within all newly seeded areas to reduce annual weeds pressure and to manage Canada goldenrod presence.

Proposal Price: \$ 8,830.39*

*All herbicide treatment to be performed by OISC Certified applicators.

2025 Rogers Family Park Species for Management Target List of species:

<u>Common Name</u>	<u>Scientific Name</u>
Canada Thistle	<i>Cirsium arvense</i>
Common Teasel	<i>Dipsacus fullonum</i>
Tall Fescue	<i>Festuca arundinacea</i>
Crown Vetch	<i>Securigea varia</i>
Canada goldenrod	<i>Solidago canadensis</i>
Johnson Grass	<i>Sorghum halapense</i>
Poison Ivy*	<i>Toxicodendron radicans</i>
Woody NNIS	Various species

Additional species managed:

Horseweed*	<i>Conyza canadensis</i>
Queen anne's lace	<i>Daucus carota</i>
Wild lettuces	<i>Lactuca spp.</i>
Curly Dock	<i>Rumex crispus</i>
Foxtail	<i>Setaria spp.</i>

*Indiana native

Roger's Family Park: Newly seeded prairie area – 3.6 acres



Switchyard Park Riparian/Reforestation and Detention Basin Maintenance 2025

Project summary:

This proposal is for maintenance services for the riparian/reforestation plantings and basin wetland mitigations, totaling approximately 27.0 acres at Switchyard Park. Various and numerous invasive species have been targeted at this previously heavily invaded site since 2018. Initial control and follow-up work continues to be fruitful. Many of the target species are under good control, but consistent selective maintenance will continue to steer this urban park in the direction of native habitats. This proposal covers maintenance through the 2025 growing season for 90% control of target species. Parcel map and a full list of target species can be seen below.

An additional woodland block north of the warehouse will be included in 2025, as will the seeded prairie areas throughout the park.

Proposed timeline and activities:

MAY-JUNE: Target cool season weeds, i.e. poison hemlock, garlic mustard, and other NNIS as needed. (All Parcels)

JULY-AUGUST: Target reed canary grass, and other NNIS as needed. (All Parcels)

Early OCTOBER: Target bush and Japanese honeysuckle, wintercreeper, and other NNIS as needed. (All Parcels)

Includes one deer repellent application timed 2 weeks after leaf out. (Parcels 1-5)

Proposal Price: \$ 39,957.24*

*All herbicide treatment to be performed by OISC Certified applicators.

PROPOSAL FOR RESTORATION SERVICES

2025 Switchyard Species for Management Target List of species:

<u>Common Name</u>	<u>Scientific Name</u>
Tree of Heaven	<i>Ailanthus altissima</i>
Garlic Mustard	<i>Alliaria petiolata</i>
Poison Hemlock	<i>Conium maculatum</i>

Oriental Bittersweet	<i>Celastrus orbiculatis</i>
Common/Cutleaf Teasel	<i>Dipsacus fullonum</i> , <i>D. laciniatus</i>
Purple Wintercreeper	<i>Euonymus fortunei</i>
Japanese Honeysuckle	<i>Lonicera japonica</i>
Bush Honeysuckle	<i>Lonicera mackii</i>
Common Privet	<i>Ligustrum vulgare</i>
Common Reed	<i>Phalaris arundinacea</i>
Reed Canary Grass	<i>Phragmites australis</i>
Japanese Knotweed	<i>Polygonum cuspidatum</i>
Bradford Pear	<i>Pyrus calleryana</i>
Multiflora Rose	<i>Rosa multiflora</i>
Johnson Grass	<i>Sorghum halapense</i>
Cattails	<i>Typha Spp.</i>
Siberian Elm (Under 6" DBH)	<i>Ulmus pumila</i>
Target Sp. controlled, not reported in 2024:	
Mimosa Silk Tree	<i>Albizia julibrissin</i>
Autumn Clematis	<i>Clematis terniflora</i>
Autumn Olive	<i>Elaeagnus angustifolia</i>
Ravenna Grass	<i>Erianthus ravennae</i>
Miscanthus	<i>Miscanthus spp.</i>
Buckthorn	<i>Rhamnus frangula</i>
Black Locust (Under 6" DBH)	<i>Robinia pseudoacacia</i>

Additional species managed:

Ragweed (giant, common)*	<i>Ambrosia trifida</i> , <i>A. artemisiifolia</i>
Sweet Annie	<i>Artemisia annua</i>
Musk thistle	<i>Carduus nutans</i>
Spotted Knapweed	<i>Centaurea stoebe</i>
Canada thistle	<i>Cirsium arvense</i>
Horseweed*	<i>Conyza canadensis</i>
Burning bush	<i>Euonymus alatus</i>
Dame's Rocket	<i>Hesperis matronalis</i>
Japanese hops	<i>Humulus japonicus</i>
Sericea lespedeza	<i>Lespedeza cuneata</i>

Sweet clover (yellow, white)	<i>Melilotus spp.</i>
Asian mulberry (Under 6" DBH)	<i>Morus alba</i>
Pokeweed*	<i>Phytolacca americana</i>
Crown Vetch	<i>Securigea varia</i>

*Indiana native

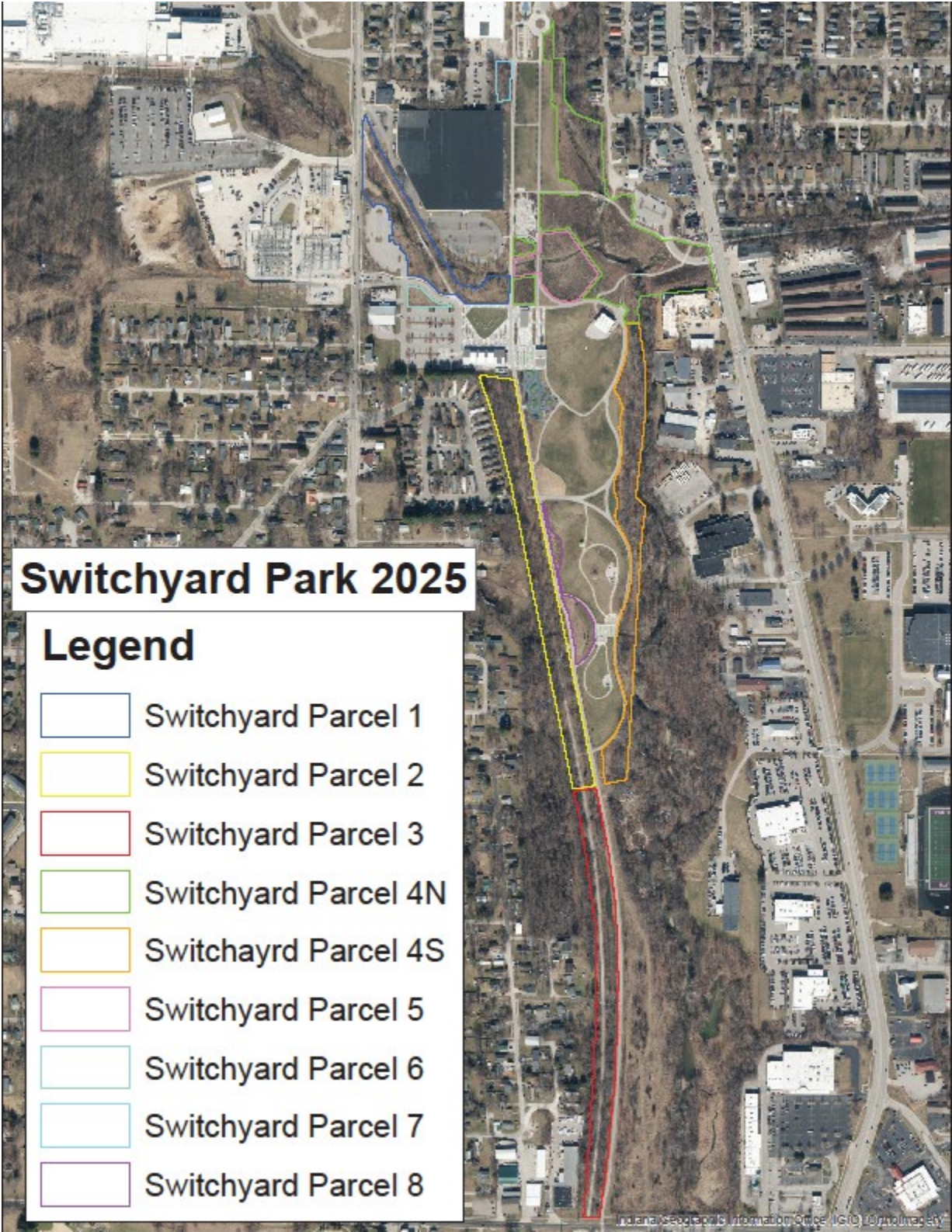


EXHIBIT “B”

PROJECT SCHEDULE

Contractor shall complete the Services required under this Agreement on or before December 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

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

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

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

Signature

Printed name

AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR DOES NOT HAVE EMPLOYEES

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

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

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

Signature

Printed name

EXHIBIT “D”

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

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

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

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

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

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

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

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

Signature

Printed name

STAFF REPORT

C-4 Agenda item

Admin. Approval: TS
Date: 2/19/2025

TO: Board of Park Commissioners
FROM: Cody Martin, Sports/Facility Coordinator
DATE: February 19, 2025
SUBJECT: REVIEW AND APPROVAL OF 2025 PARTNERSHIP AGREEMENT WITH
MONROE COUNTY SENIOR LEAGUE BASEBALL ASSOCIATION (MCSLBA)

Recommendation

Staff recommends the review/approval of the 2025 partnership agreement with MCSLBA at Winslow Sports Park during the upcoming spring and summer baseball seasons. Estimated rental revenue from this partnership is estimated at \$4,000.

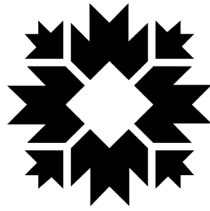
Background

Bloomington Parks and Recreation has partnered with MCSLBA for a number of years, providing a baseball league for those who have aged out of the “youth” market. They are our primary user for Field 6 at Winslow, and we hope to continue working together to provide recreational opportunities for all.

RESPECTFULLY SUBMITTED,

Cody Martin

Cody Martin, Sports/Facility Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

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 1, 2025**, 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	\$30.00 per hours
All day per field	\$165.00

Bryan Park Field #1 and #2:

Practice (excludes field lining)	\$10.00 per hour
Competition (includes field lining)	\$12.00 per hour

- 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 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 **May 1, 2025**.
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 | Bloomington Parks and Recreation |
| Patrick Dove | Cody Martin |
| (812) 322-3406 | P.O. Box 848 |

Patrick Dove
(812) 322-3406

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
President
(812) 322-3406
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, 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 comprehensive 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 hereto have set their hands and seals on the day and date first stated above.

MCSLBA

BLOOMINGTON PARKS AND RECREATION

By: Patrick Dove
Patrick Dove, President

By: _____
Tim Street, Administrator

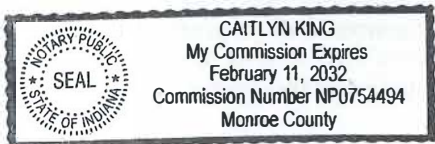
STATE OF INDIANA
COUNTY OF Monroe

Kathleen Mills, President
Board of Park Commissioners

Subscribed and sworn to before me by Patrick Dove
on this 18 day of January 2025

Margie Rice, Corporation
Counsel City of Bloomington

Signature Caelyn King
Notary Public



C-5 Agenda itemAdmin. Approval: TS
Date: 2/19/25

TO: Board of Park Commissioners
FROM: Leslie Brinson, Recreation Services General Manager
DATE: February 27, 2025
SUBJECT: POLICY MANUAL UPDATES

Recommendation

Staff recommends the approval of several policy updates. The Bloomington Parks and Recreation Department uses a Policy Manual as a way to guide process and procedures related to staffing, facilities, programming and more.

Background

The following policies are being eliminated as the information has been combined into other policies or into a new Risk Management/Emergency Plan:

- 2180 Bad Weather
- 6020 Accident Report
- 6050 Inclement Weather
- 6070 Crime Scene
- 7150 Robbery Procedures
- 10090 Crisis Management Plan

These policies have been updated:

- 6010 Risk Management Plan- updated to refer to the new Risk Management/Emergency Plan
- 6080 Incident Report- updated to include accident reports and the new combined form being used by staff
- 13160 Use of Metal Detectors in parks- updated to include Switchyard Park and environmentally sensitive or contaminated areas as locations where the use of metal detectors are prohibited.
- 13240 Harvesting and Collecting- outlines the guidelines for harvesting and collecting in designated areas
- 13250 Waste Reduction Policy- a new policy outlining the commitment to reducing environmental impact by the department

RESPECTFULLY SUBMITTED,**Leslie Brinson, Recreation Services General Manager**



Administration Policies

Bad Weather: 2180

Date: January 27, 2015
Reviewed: October, 2020
Eliminated: February 2025

POLICY RE: BAD WEATHER POLICY - EMPLOYEE ABSENCE -

Per City Policy - 13.04 BAD WEATHER POLICY

City functions must continue operation, even in poor weather conditions. In inclement weather, employees are to assume that City services are open for business and to report to work as usual unless the Mayor or his/her designee has made a decision to curtail City operations. In this instance, the Mayor or his/her designee will make a public announcement notifying the City through the media of the status of any given office or offices. The Mayor or his/her designee will make this decision based upon the need to keep City operations functioning as normally as possible and upon concern for the safety of City employees.

(A) When an emergency occurs prior to the beginning of the work day, the Mayor's Office will provide one (1) of the following two (2) announcements to the media when a weather-related emergency occurs:

(1) City operations are functioning under an **UNSCHEDULED LEAVE POLICY**:
You may choose to report to work. However, employees in non-emergency positions, with notification to their supervisor, may take accrued compensatory time, Paid Time Off, or leave without pay.

(2) City operations are **CLOSED**.

In the unlikely event that the County declares a snow or ice emergency that officially closes the roads, or other emergency declared by the Mayor, regular employees in non-emergency positions who are scheduled to work are excused from work without loss of pay or charge to benefit time. Employees in positions designated as *emergency positions* are expected to report for work on time.

Employees who are not scheduled to work on the day(s) City operations are declared closed will not receive an additional paid benefit day. To clarify, when an employee is absent on previously approved compensatory time, Paid Time Off, or leave without pay, or when the closing occurs on a day when the employee's



Administration Policies

Bad Weather: 2180

Date: January 27, 2015
Reviewed: October, 2020
Eliminated: February 2025

regular schedule does not require him/her to work, the employee is not entitled to additional benefit time as a result of the closing.

A list of emergency positions by job title will be maintained in Human Resources and distributed to departments whenever updated.

- (B) For employees who are not in positions designated as emergency positions and who do not live in Monroe County, if a weather emergency that precludes non-essential travel is declared in the county in which he/she lives or in a county he/she must pass through to travel to work, the employee will be permitted to use accrued compensatory time, Paid Time Off, or leave without pay for the day and will not incur an unscheduled absence. The employee is expected to provide notice of his/her absence as required by these policies.



Risk Management Policies

Risk Management Plan: 6010

Date: July 1, 2004

Reviewed: October, 19, 2020

Updated: February, 2025

POLICY RE: Risk Management Plan

The Bloomington Parks and Recreation Department is committed to the safety of all participants, spectators, employees, and volunteers. In order to provide a safe environment, a ~~R~~risk ~~M~~anagement and Emergency P~~plan is written, reviewed, or shall be~~ updated at least annually by the ~~Director of~~ Operations and Development Director and the City's Risk Manager. The review shall include the modification of work practice controls, the process of inspections, and risk reduction and emergency procedures.~~procedures for any new programs that are implemented.~~

The plan includes responsibilities for risk management, hazard recognition and inspections, accident/incident reporting, equipment, facilities, emergency action plan, training, vehicle safety, waivers, and insurance, as well as information about how the department will respond to risk and emergency situations.

New full-time and seasonal staff members should be oriented to this plan, and the plan should be periodically (at least once per year) reviewed at a meeting of all full-time Parks and Recreation staff members.



Risk Management Policies

Accident Reporting Procedures: 6020

Date: August 6, 1998

Updated: December 8, 2020

Eliminated: February 2025

POLICY RE: Accident Reporting Procedures

Employee Accidents

- ALL on-the-job injuries need to be immediately reported to a supervisor. Report of Accident Forms (Employee, Supervisor, Witness [when applicable]) need to be completed for every injury or accident. After supervisor review, copies of the reports shall be routed to the Director of Operations and Development and the Risk Management Division within 24 hours.
- Forms are available in the main office in the Showers Building.
- Under the City of Bloomington's Worker's Compensation policy, employees injured on the job should go to PromptCare or 1st Health Care for treatment. For after hours injuries or emergencies, the employee should seek treatment at the Bloomington Hospital Emergency Room. Any follow up treatment should be done at PromptCare or 1st Health Care.
- Any medical treatment performed by the employee's personal physician will not be covered by worker's compensation.
- When the injured employee returns to work, they must have a doctor's release stating what work they are physically capable of performing and restrictions to their work activity.
 - The Supervisor's Report of an Accident form is completed in the case of damage to city property.
 - The Accident Report is for bodily injury.
 - Witnesses' Report of Accident form is for any witnesses to the accident who are not members of the Bloomington Parks and Recreation Department.

Vehicle Accidents

- All employees driving department vehicles must hold a current operator's license.
- In the event of an accident, call the police. Regardless of the location or severity of the accident, do not move any vehicles prior to the Police arriving at the scene. Secure names,



Risk Management Policies Accident Reporting Procedures: 6020

Date: August 6, 1998

Updated: December 8, 2020

Eliminated: February 2025

addresses, and phone numbers of persons involved in the other vehicle(s), and any witnesses.

- Do not admit responsibility or sign any statements of any kind. Refer questions about fault and payment to City Risk Management. Immediately report the accident to the supervisor, and fill out Report of Accident forms.

Visitor Participant Accidents

- Inform supervisor immediately.
- Inform Division Director/Safety Director.
- Inform Risk Management.
- Fill out the Accident Report form completely, and route to the Director of Operations and Development within 24 hours. Take the time to gather information - names, addresses, witnesses, etc. that would be helpful in follow-up accident investigations. Fill out the form completely and legibly.

Employee Safety

- Make sure first aid kits are kept fully stocked.
- If any site is in need of employee safety equipment (safety glasses, traffic vests, ear protection) contact the Director of Operations and Development.
- Employees who are engaged in the following activities may not wear shorts:
 - Using mowing equipment - tractors, push mowers, trimmers.
 - Working in construction zones.
 - Working around or driving heavy equipment.
 - Working around or with pesticides or herbicides.
- All employees are required to wear shirts. Tank tops and safety vests do not count as shirts.

A copy of Risk Management guidelines and sample accident forms follows.



Risk Management Policies

Inclement Weather Program Cancellations: 6050

Date: October 27, 2009
Reviewed: October 19, 2020
Eliminated: February 2025

POLICY RE: INCLEMENT WEATHER PROGRAM CANCELLATIONS AND NOTIFICATION

If for any reason a program is cancelled and/or the date, time, location, etc., is changed, the Community Relations Manager should be informed immediately. The Community Relations Manager will then notify the appropriate media. In addition, the front desk staff should be notified so they are prepared to answer phone calls from participants. All decisions are the responsibility of the division directors and/or the department Administrator.

Cancellation Due to Bad Weather:

Plan A:

Issued when all roadways are closed to non-emergency personnel. Those traveling on the roadways may subject themselves to prosecution.

Program Plan:

All Bloomington Parks and Recreation Department facilities are closed. Classes and drop-in programs are cancelled all day. Re-evaluation for the next day's service will be at 5:00 p.m.

Personnel Plan:

Regular part-time and full-time employees are paid for their regular hours that day as per the city policy.

Media Plan:

The following stations will be contacted for closures. The Community Relations Manager is responsible for making these media contacts. If the Community Relations Manager is not available, the programmer is responsible for contacting the media.

<u>Station</u>	<u>Office Number</u>	<u>Fax Number</u>
B97	336-8000	336-7000
WTTS	332-3366	331-5470
WFHB	323-1200	323-0320
BCAT	349-311	349-3112

The announcement or fax must contain:

1. City of Bloomington Parks and Recreation Department
 2. Specific program being cancelled
-



Risk Management Policies

Inclement Weather Program Cancellations: 6050

Date: October 27, 2009

Reviewed: October 19, 2020

Eliminated: February 2025

3. When the program is rescheduled
4. Contact name, phone number, and main office number

Plan B:

Issued when roadways are hazardous with blowing and drifting snow or ice. Only those who feel it is necessary to drive should be out on the roadways.

Program Plan:

Classes are cancelled until 5:00 p.m. Facilities will remain open, if at all possible, for drop-in activities and rentals. Re-evaluate for evening classes by 4:00 p.m.

Personnel Plan:

All scheduled staff are required to report if their activities are not cancelled. Those staff choosing not to report to work will be allowed to use vacation or personal days, if applicable.

Media Plan:

All television and radio stations will be contacted for closures. The Community Relations Manager is responsible for making these media contacts. If the Community Relations Manager is unavailable, the facility supervisor is responsible for contacting the media.

School Closings:

If MCCSC schools are closed, all department programs conducted at MCCSC school sites will be cancelled.

When Severe Weather Strikes During a Program:

1. Sound the Alarm – Whenever an employee is made aware of actual or potential severe weather, such as a severe thunderstorm warning, or a tornado warning, etc, he/she should notify all employees in the immediate vicinity and his/her supervisor, if possible.
2. Seek shelter – In the event of severe weather occurring, all participants and employees shall clear all activity areas and, if outdoors, seek shelter in the nearest facility. If no facility is available, individuals shall seek a low area (i.e. a ditch) and crouch down while protecting both their head and face. If indoors, proceed to the innermost section of the facility (preferable with no windows) crouching down near an inner wall while protecting both their head and face.



Risk Management Policies

Inclement Weather Program Cancellations: 6050

Date: October 27, 2009

Reviewed: October 19, 2020

Eliminated: February 2025

3. Employees will strongly recommend that participants NOT leave the area until the warning is over. However, if an employee is unable to convince a participant to move to a sheltered area, do not place yourself in jeopardy, rather, get to a safe place immediately.

See Policy 2180 for Employee Absence - Bad Weather Policy



Risk Management Policies

Crime Scenes- Protecting the Area: 6070

Date: July 1, 2004

Reviewed: October, 2020

Eliminated: February 2025

POLICY RE: Crime Scenes – Protecting the Area

The following should assist in the understanding of what physical evidence is, and how it is used in a criminal investigation. With this knowledge it should be much easier to identify and protect a crime scene.

What is a crime scene?

1. Any place where a crime has occurred or where any type of physical evidence is left or deposited.
2. Almost anything can be evidence.

What can physical evidence do for a criminal investigation?

1. Identification
 - a. First step is to identify the evidence.
 - b. Drugs, arson accelerando, bloodstains are examples of evidence that have to be identified.
2. Individualization
 - a. Demonstration that a particular sample is unique, even among members of the same class; example, shoe print that has a cut in the heel.
 - b. Can also show that evidence came from a common source; example, broken chrome off of a suspect vehicle.
 - c. Personal identification; example, fingerprints, DNA and bite marks.
3. Reconstruction
 - a. Putting the pieces together to gain an understanding of past events from the physical evidence; example, automobile accident.

What can physical evidence reveal?

1. Information on Corpus Delicti (body of the crime).
-



Risk Management Policies

Crime Scenes- Protecting the Area: 6070

Date: July 1, 2004

Reviewed: October, 2020

Eliminated: February 2025

- a. Tool marks, broken doors or windows, ransacked rooms and missing valuables are evidence that are needed to prove burglary.
 - b. A weapon, blood, torn clothing are all evidence that can be used in an assault case.
2. Information on the Modus Operandi (method of operation).
 - a. Many criminals have a particular method of committing a crime.
 - b. Items that are taken may be the same.
 - c. Items left at the scene.
3. Linking a suspect with a victim.
 - a. This type of evidence is very important.
 - b. Especially true in violent crimes.
 - c. Blood, hairs, clothing fibers and cosmetics may be transferred from the suspect to the victim.
 - d. Items found with the suspect may link the suspect to the crime scene - such as a knife with the victim's blood on the knife.
 - e. Victim's and suspect's clothing need to be protected for trace evidence.
4. Linking a person to a crime scene.
 - a. This is evidence left at the crime scene by the suspect.
 - b. Examples are fingerprints, glove prints, blood, semen, cartridge cases, tool marks, foot prints, tire tracks.
5. Disproving or supporting a witness' testimony.
 - a. Under stress a witness may not see things as they actually happened.
 - b. Can help in proving if the victim is lying.
6. Identification of a suspect.
 - a. Main goal of physical evidence.
 - b. Fingerprints, DNA, bite marks.
7. Providing investigative leads.
 - a. Such as in a hit-and-run case, paint chips will show you the color of a car.

Crime Scenes that Parks & Recreation May Encounter



Risk Management Policies

Crime Scenes- Protecting the Area: 6070

Date: July 1, 2004

Reviewed: October, 2020

Eliminated: February 2025

Because of the makeup of the park and recreation program, park employees may encounter or discover almost any kind of crime. The following will cover the most common crimes.

1. Burglary
 - a. Finger prints, tools either brought by suspect or used by the suspect, items left by the suspect, items moved by the suspect, footprints.
2. Assaults
 - a. Was a weapon used & where is the weapon?
 - b. Protect clothing of victim, if the clothing is removed.
 - c. Is there a scene? Blood spatter?
 - d. Did suspect leave anything?



Risk Management Policies

Crime Scenes- Protecting the Area: 6070

Date: July 1, 2004

Reviewed: October, 2020

Eliminated: February 2025

3. Robbery

- a. Did suspect touch anything?
- b. Did suspect leave anything?
- c. Area of retreat by suspect.

4. Rape

- a. Do not let victim take a shower or change clothing.
- b. Clothing, if removed, should be protected and not moved if possible.
- c. Did suspect leave any items?
- d. If possible, victim should not drink anything.

5. Arson

- a. Gas cans, matches, items left by suspect.
- b. Do not walk around in burnt area if possible.

6. Murder/Suicides

- a. Call for medics if there is any chance victim is still alive.
- b. Do not move victim if at all possible.
- c. Do not move any type of weapon, if possible.
- d. On a hanging suicide, if possible, do not cut the ligature.
- e. If you have to cut the ligature, cut in the long section, not near knot.
- f. Look for any suicide notes lying in the area.
- g. Keep people as far away as possible.
- h. Cover footprints/fingerprints, with a trash can.

Witnesses

1. Try to keep all witnesses at the scene, until the police officer arrives.
 2. On the more serious crimes get the witnesses away from the crowd.
 3. Keep witnesses separated if possible.
 4. If a witness has to leave before police officers arrive, get their name – check identification.
 5. If a parks and recreation employee should witness a crime:
 - Stay calm.
 - Immediately write down description of suspect or vehicles.
-



Risk Management Policies

Crime Scenes- Protecting the Area: 6070

Date: July 1, 2004

Reviewed: October, 2020

Eliminated: February 2025



Risk Management Policies

Reporting Accidents and Incident: 6080

Date: July 1, 2004

Reviewed: October 19, 2020

Updated: February, 2025

POLICY RE: Reporting Accidents and ~~Incidents~~ ~~Reports~~

Accurate and rapid reporting of accidents and incidents is important to the Department's risk management and mitigation efforts. The Department utilizes two forms to report accidents and incidents:

Accident Report- This report is a city-wide form and can be found on the Knowledge Base. The Accident Report must be filled out and returned to Risk Management for any employee accidents or injuries and/or accidents involving City vehicles. This form must be reviewed by the appropriate Division Director and returned to the Risk Department within 24 hours.

Worker's Compensation Reporting: All on-the-job injuries need to be immediately reported to a supervisor and then to Risk. If the employee decides not to be evaluated by a medical professional, a declination of services forms is to be signed by the employee and turned in with the report. If the decision is to be seen, the employee should work with their supervisor and Risk to ensure they are seen first by the approved clinic. Unauthorized treatment may come at the expense of the employee. For emergencies, the employee should go to the emergency room. Declination of services is only for the moment; if the employee's condition gets worse or if they change their mind, they can still get authorization from Risk to be seen by a medical professional.

Incident ~~R~~reports – Incident reports are to be used for non-employee accidents and all other situations including but not limited to, fights, vandalism, theft, altercation and other behavior policy violations, "near miss" incidents, or any other issue that requires ~~accident-situations that require~~ notification to supervisory staff. Incident Reports are available via hard copy, on the I:/drive, and on the Knowledgebase and should be filled out as quickly as possible after the conclusion of an incident. Reports should then be routed to the appropriate Division Director for review, follow-up actions, and filing. Incident reports will be kept on file for periodic assessment of risk trends and identification of necessary mitigation steps. ~~This form should be used for such things as vandalism, theft, altercations among participants, parents, park patrons, etc.~~

~~Forms are available in the main office in the Showers Building or on the i:/common/administrative forms folder.~~



Risk Management Policies Reporting Accidents and Incident: 6080

Date: July 1, 2004

Reviewed: October 19, 2020

Updated: February, 2025

~~The form should be completed and returned to the appropriate supervisor within 24 hours. All forms should then be routed to the Director of Operations and Development.~~

~~Incidents involving vandalism should be reported to the police immediately upon discovery. After calling police to file a report, attach a copy of the police report to the incident report and forward to the Director of Operations within 24 hours.~~



Financial Policies
Robbery Procedures: 7150

Date: May 25, 2004

Reviewed: October, 2020

Eliminated: February 2025

POLICY RE: Robbery Procedures

A robbery is considered a crisis situation. Please see policy 10090 for the complete definition and steps to follow during a crisis situation.

This policy addresses the specific procedures to follow should a robbery of Parks Department funds occur:

Security

- Security is a very important part of any position within the Parks Department. It is easy to feel pressured and neglect to follow established security routines. It is important to follow security procedures as described in your training manual.
- Security affects Parks Department employees and how they interact with customers, as well with other employees.
- Always follow proper procedures. Robbers would rather hold up a location where people are careless than where they are careful.
- Security procedures, including opening and closing procedures and cash handling procedures, should be carefully designed to minimize risk.

In the event of a Robbery

- Remain calm. This is difficult but important. Breathe normally and speak in a normal tone of voice. Try to keep facial expressions under control.
- Obey the robber's orders. Do exactly what the robber tells you to do. Do not resist or antagonize the robber. Do not be a hero!
- If the robber passes a note, try to keep it. This is crucial evidence for police.
- Observe the robber's appearance closely. Be discreet in your observation.

After the Robbery

- If practical, safely observe the direction of escape, vehicle used and license number without leaving the confines of the facility.
- Do not touch anything the robber may have touched. The police will want to dust for fingerprints. It is important to protect any possible evidence from being compromised.
- Close off the area immediately and, if possible; rope off the area where the incident occurred.
- Protect any evidence (note, fingerprints).
- Notify the Crisis Team Head, per the Crisis Communication Plan, and have them call the police.



CITY OF BLOOMINGTON

Parks and Recreation

Financial Policies **Robbery Procedures: 7150**

Date: May 25, 2004

Reviewed: October, 2020

Eliminated: February 2025

- If the Crisis Team Head is not available, the robbery should be reported to the next appropriate person(s) according to the chain of responsibility as spelled out in the Crisis Communication Plan.
- Lock the facility. Request that any customers who may or may not have witnessed the robbery remain to give statements to Law Enforcement.
- If a customer does not wish to stay, write down their name and telephone number and give this information to Law Enforcement.
- Avoid discussing the robbery with anyone except the Crisis Team member(s) and police.
- Complete both a “Bandit Description Form” (copy follows) and an “Incident Report” (copy follows) (per policy 6080) as soon as possible while everything is fresh in your mind.
- After police have been notified and the situation is reasonably stabilized, contact Risk Management.
- Refer any media inquiries to the Communications Director in the Mayor’s Office.

General Preventative Measures

- Be familiar with protective procedures.
- Be alert to suspicious persons or individuals loitering around the area. Be sure to look alert and show interest in what is going on around the area.
- Take care of the cash as if it were your own.



CITY OF BLOOMINGTON

Parks and Recreation

Community Relations Policies **Crisis Communication Plan: 10090**

Date: September 27, 2009

Reviewed: October 22, 2020

Eliminated: February, 2025

POLICY RE: Crisis Communication Plan

The Crisis Communication Plan shall be updated annually or as needed by the Community Relations Manager. In addition, the staff involved are required to periodically review the plan and their particular responsibilities.



CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities Use of Metal Detectors: 13160

Date: October 27, 2009

Updated: November 17, 2020

Updated: February 2025

POLICY RE: Use of Metal Detectors in Parks

~~*Please see Policy 13050, item 15— for department policy regarding fireworks and firearms~~

The Parks and Recreation Department allows the use of metal detectors as a recreational tool in parks.

RESOLUTION NO. 09-10

Resolution of the Board of Park Commissioners to establish specified policy regarding the activity of using metal detectors on park property.

NOW THEREFORE, BE IT RESOLVED THAT:

- 1- The use of metal detectors as a recreational tool is permitted in parks.
- 2- The use of metal detectors is explicitly prohibited at Rose Hill Cemetery, White Oak Cemetery, Griffy Lake Nature Preserve, Leonard Springs Nature Park and Latimer Woods, Switchyard Park.
- 3- If any person using a metal detector locates an item of archaeological or historical significance, that person must notify the Parks and Recreation Department of the find.
- 4- While some disturbance of the ground may be necessary, persons using metal detectors are prohibited from disturbing stream banks, wetlands, prehistoric and historic archaeological sites, cemeteries, ecologically sensitive and/or contaminated areas, unique geological features, steep hillsides, dam structures or other unsafe areas. (Refer to Policy 13240 Harvesting and Collecting)
5. ~~The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility.~~

City of Bloomington Parks and Recreation

Parks and Facilities

Harvesting & Collecting- 13240

Created: November 2024

Policy Re: Harvesting, Hunting, Fishing, and Collecting in Parks

The Bloomington Parks and Recreation Department permits limited harvesting and collecting in designated areas under strict guidelines to protect natural resources, ensure visitor safety, and promote sustainability. These guidelines apply to foraging, plant collection, and similar activities, while hunting and fishing are regulated separately under state laws.

1. Stay on Designated Trails

All harvesting and collecting activities must occur from or near designated trails to minimize habitat disturbance.

2. Prohibition of Destructive Harvesting

Harvesting of plants, fruits, nuts, mushrooms, or natural materials that harms native species or wildlife is prohibited. Sustainable harvesting is allowed in designated areas unless explicitly prohibited in specific parks or preserves, but visitors shall minimize their impact following Leave No Trace guidelines.

3. Protection of Wildlife, Trees, Rocks, and Endangered Species

The removal or damage of wildlife, trees, rocks, and any rare or endangered plant species is strictly prohibited to protect the natural landscape and biodiversity. The removal of roots and whole plants is not permitted.

4. Harvesting Methods and Restrictions

Harvesting must be done **by hand**—tools or equipment that disturb the soil, such as shovels or trowels, are prohibited. Trees may only be harvested for leaves, nuts, and fruits, and they must remain undamaged. Rocks may not be removed or altered. Wildlife may not be removed from sight with the exception of park approved activities and licensed fishing. Activities like digging or uprooting plants that disturb soil or roots are prohibited, except for approved conservation projects.

5. Harvest Limits and Sustainability

All items are for personal use only and may not be sold as harvested, prepared, or processed products. Avoid overharvesting—only take ~20% of a single resource. For fungi, this may not have the same impact as with fruits or nuts, but harvest limits should remain sustainable. Proper identification of wild edibles is required to prevent harm to both the ecosystem and personal

safety. Avoid collecting near parking lot runoff or areas treated with pesticides or chemicals. Confirm safety before harvesting.

6. **Hunting and Fishing Regulations**

Activities such as hunting and fishing follow state laws and restrictions mandated by the Indiana Department of Natural Resources Fish & Wildlife Division. Participants must comply with all relevant regulations. Hunting is **not** permitted on any park property with the exception of approved deer cull programs that authorize select hunters to participate at Griffy Lake Nature Preserve.

7. **Permits and Enforcement**

Requests for exemptions or permits for specific harvesting or collecting activities must be approved by the Bloomington Parks and Recreation Department in advance. For permit inquiries, please contact parks@bloomington.in.gov. Permits for low-impact activities may be issued by the Parks Department. Violations of this policy or Leave No Trace principles, including the removal of wildlife, trees, or rocks, may result in fines, suspension of park privileges, or legal action. Harvesting is not allowed in state-dedicated nature preserves within Bloomington parks, including the south side of Griffy Lake Nature Preserve between Dunn and Headley St.



CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities Waste Reduction Policy- 13250

Created: February 2025

Purpose:

The Bloomington Parks and Recreation Department is committed to reducing environmental impact by adopting a Zero Waste approach across all operations, sports programs, community events, and administrative activities.

1. **Waste Reduction & Sustainable Procurement:**
Prioritize the use of durable, reusable, and repairable equipment. Eliminate single-use plastics and opt for eco-friendly, biodegradable, and non-toxic products. Transition to digital forms and e-communications wherever possible to minimize paper usage. Provide TerraCycle bins for hard-to-recycle items, like textiles and laminated materials, ensuring these materials are diverted from landfills and sent to specialized recycling programs.
2. **Recycling, Waste Reduction &, Green Waste Management:**
Provide clearly marked recycling bins at parks, sports venues, and event sites. Collect and compost all organic green waste from Landscaping, Urban Forestry, and Community Gardens (e.g., grass clippings, leaves, branches, and plant trimmings). Ensure that all green waste is processed on-site or sent to designated composting facilities.
3. **Proper Disposal of Hazardous Materials:** Establish protocols for the proper disposal of hazardous materials, including batteries, LED light bulbs, pesticides, and electronic waste. These items must be disposed of at designated recycling facilities to prevent environmental harm. Clearly marked collection bins for hazardous materials will be placed in maintenance and common areas for easy access.
4. **Energy & Resource Conservation:**
Implement energy-efficient systems at park owned facilities, including water-saving irrigation, LED lighting, and renewable energy sources. Transition to electric and battery-powered tools to reduce reliance on fossil fuels.
5. **Public Engagement & Education:**
Promote zero waste practices with public signage, outreach, and staff training. Encourage park visitors, athletes, and event attendees to use reusable items and follow sustainable practices. Natural Resources and Community Garden programs will include education on green waste composting and sustainable gardening techniques.
6. **Green Team & Administrative Sustainability:**
Establish an office "Green Team" to lead sustainability efforts within the department. The team will promote zero waste practices in administrative areas, reduce office paper use, purchase eco-friendly supplies (i.e. Terracycle Bins), and encourage staff participation in sustainability initiatives. Regular waste audits will assess progress and identify areas for improvement.
7. **Monitoring & Accountability:**
Conduct regular waste audits to track progress toward a 50% reduction in waste within

two years and 90% within five years. The Green Team will monitor compliance and lead efforts to refine waste reduction and green waste management strategies.

STAFF REPORT

C-6 Agenda item

Admin. Approval: TS
Date: 2/19/25

TO: Board of Park Commissioners
FROM: Leslie Brinson, Recreation Services General Manager
DATE: February 27, 2025
SUBJECT: APPROVAL OF THE RISK MANAGEMENT AND EMERGENCY PLAN

Recommendation

Staff recommends the approval of the newly developed Risk Management and Emergency Plan.

Background

This plan was developed as a way to centralize the risk and emergency procedures followed by all Parks and Recreation staff members. The plan combines several policies, facility manuals and general procedures concerning all aspects of risk and emergency management. Having all of this information in one document will allow for easier access for staff and ease of training for new full time and seasonal staff. The plan has been reviewed by the City Risk Manager and Legal.

RESPECTFULLY SUBMITTED,



Leslie Brinson, Recreation Services General Manager



Risk Management & Emergency Plan

City of Bloomington Parks and Recreation

Updated January 2025

Reviewed and Adopted by the Board of Park Commissioners _____.

Emergency Phone List

In an emergency, always call 911 first.

Non-Emergency Police Dispatch	(812) 339-4477
City of Bloomington After-Hours Reporting (through CBU)	(812) 339-1444
City of Bloomington Risk Manager	Gary Connor (812) 349-3438 office (812) 340-9804 cell
BPRD Administrator	Tim Street (812) 349-3711 office (812) 327-2739 cell (812) 340-5806 personal
BPRD Operations Director	Rebecca Swift (812) 349-3706 office (812) 325-8002 cell (708) 334-3321 personal
BPRD Operations Superintendent	Mark Marotz (812) 327-6119 cell
BPRD Recreation Director	Becky Higgins (812) 327-9627 cell
BPRD Sports Director	Satoshi Kido (812) 391-1654 cell
BPRD Community Relations Manager	Julie Ramey (812) 340-2691 cell

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Section 1: Risk Management Plan

I. Purpose & Policy

This Risk Management Plan is a framework document designed to minimize hazards that can result in personal injury, property damage or financial loss that may occur in the operation of the City of Bloomington Parks and Recreation Department (BPRD). This plan is authorized through BPRD Policy #6010.

BPRD will make reasonable efforts to ensure that all parks, trails, properties and recreation facilities and all programs offered by or through the department are safe and legally compliant, and are maintained for safe and healthy working conditions by following standardized practices designed to safeguard employees and residents.

The department will utilize the following means of implementation:

- Work with the City Risk Manager in specific areas related to the department programs, parks and facilities;
- Evaluate and update Risk Management and Emergency Plan (RMEP) at least annually;
- Provide staff with ongoing training programs that emphasize safety in the work place;
- Maintain safety inspection procedures for parks, facilities and equipment.

II. Authority & Responsibility

BPRD is governed by city municipal code and city-wide policies including forms and training materials provided by the City's Human Resources Department and the Director of Safety and Training.

City-wide Safety & Risk Management

The City of Bloomington employs a Director of Safety and Training who reports to the Risk Manager. The Safety and Training Director is responsible for the oversight, coordination and monitoring of safety and risk management programs and practices in all city departments and is supported by a safety committee, comprised of representation from different departments, charged with:

- Identifying safety needs for the organization and develop plans to implement activities to ensure those needs are met;
- Reviewing safety data and metrics to measure safety performance;
- Discussing and resolving issues where gaps in safety or security may arise or persist;

- Providing reports, advice and recommendations to City Management for consideration and action.

Departmental Responsibility

The Operations and Development Division Director is the risk coordinator for the Parks and Recreation Department. In their absence or inability to serve, the Department Administrator is responsible. Responsibilities of this role include:

- Serving as the liaison between the department and Risk Management and Human Resources regarding employee occupational health and safety matters affecting the department;
- Attending scheduled safety committee meetings;
- Liaising with the Director of Safety and Training to ensure participation in department safety and health trainings;
- Overseeing departmental safety and security policies and practices, as outlined in the BPRD Policy Manual #6090.
- Providing input on safety and health policies and resolutions.

III. General Risk Guidelines

Patrons

Rules and policies for the use of each facility, or specific equipment within that facility, should be posted within each facility for participant review. For a full list of behavior guidelines, see Parks Policy #11080.

Rules and policies may be individually posted or part of an accessible operations manual. Facility staff should enforce specific rules as related to each facility. Specific facility policies should cover the following areas:

- Personnel utilized
- Supervision
- Equipment use
- Keys/security
- Inspections
- Emergency response procedures
- Phone access
- Opening/Closing Procedures
- Signage

Audits/Inspections

Systematic audits and inspections are important to maintain the safety of our patrons and employees. They are also used to identify future issues. Employees will conduct regular inspections of their work areas, equipment and tools. If potential exposure or deficiencies are identified, employees are expected to communicate to their supervisor and the Operations Division if employees are not able to rectify the situation immediately. Inspections to identify potential hazards are all employee's responsibility, to mitigate and report.

The Operations Coordinator will track facility and equipment inspections and schedule appropriate inspections for future dates. Regular inspections are required for playgrounds, pools, equipment, chemicals, and vehicles.

Facility Keys

Facility managers are tasked with issuing keys to staff members based on specific needs and responsibilities, ensuring that each key is logged and tracked to maintain an accurate record. This involves documenting the staff member's name, the purpose of the key, and the assigned areas of access. Security protocols are followed to ensure that keys are only given to authorized personnel, and keys are returned or reassigned when staff changes occur. The facility manager also regularly audits key distribution, maintains a secure system for handling lost or unreturned keys, and ensures that all access points are secure, limiting unauthorized access to sensitive areas.

Mitigating Hazards

Staff members shall make every effort to mitigate hazards that are discovered through inspections, calls, uReports, or other means. Hazards with the highest potential for damage, destruction, and loss of life shall be mitigated first.

The Urban Forestry area keeps a record of hazards and issues, and will quarterly report to the Board of Park Commissioners on the status of known hazards and mitigation plans.

Accidents/ Incident Reporting

Tracking safety issues through effective accident and incident reporting mitigate future issues. See Parks Policy #6080 for the establishment of incident and accident reporting procedures. The Bloomington Parks and Recreation Department utilizes the city-wide forms and procedures for accidents and incidents to ensure consistent tracking and information collection. Reporting is performed when:

- A staff member experiences an injury
- Staff member provides assistance to others who have experienced an accident or incident

- Equipment, vehicles, or property (private or public) is damaged
- Other near miss or critical security or safety incidents

Reporting is each staff member's responsibility. Reports are filled out by the first employee on the scene or employee involved in the incident, or the supervisor on duty. The completed form is routed to the supervisor or Division Manager and then on to the Operations and Development Director for tracking purposes. If the incident needs immediate attention, the Division Director will share the report with other city departments (Risk, BPD, HR, etc.) as needed.

For the most up-to-date policies and forms regarding accidents and workers' compensation procedures, refer to the Risk Management pages on the employee Knowledge Base.

Employee Manuals

Each Parks and Recreation Department facility and area is guided by the City of Bloomington Employee Policies located on the city knowledge base, as well as the Parks Department Seasonal Employee Manual. However, each area may also create a manual that specifically applies to the procedures at the facility or within that program. The manuals are updated annually, or as needed. Copies are provided to the employees and are made available in the facility offices. The following areas have supplemental employee manuals.

- Operations
- Banneker Community Center
- Kid City Summer Camp
- Griffy Lake Nature Preserve (including Boathouse Operations)
- Leonard Springs Nature Park (Nature Day - Field Trip Protocols)
- Twin Lakes Recreation Center
- Frank Southern Ice Arena
- Aquatic Facilities

Needles and Biohazardous Materials; Encampments

Staff members may encounter needles and other biohazardous materials in the course of their regular work. To avoid accidental needle sticks, needles should be picked up with a trash picker and gloves and deposited safely into a sharps box. In the absence of a sharps box, a closed container (e.g. a soda bottle with a lid) may be used and sealed for proper disposal. Needle quantities and locations should be reported to the Operations Coordinator for tracking. Personal Protective Equipment shall also be worn when dealing with any potentially biohazardous materials (human waste, soiled possessions, etc.).

Staff may encounter established encampments on public property. Before entering, staff should check with their supervisor and Division Director to ensure an appropriate risk management review

conducted by the City's Risk Manager before a plan for cleanup is enacted. Encampment locations should be documented and shared with the Operations Division Director.

Training & Certifications

Training and education is key to ensure safety practices are followed. All managers, supervisors and employees are required to participate and become involved in the ongoing safety and health training programs.

New Hire Orientation will be administered to all new employees prior to the initial work assignment and to employees assigned to a new or different task or job. The orientation will consist of all required training as well as job and site-specific safety and health information. New employees will not be released to an individual job assignment until it has been determined by their supervisor that the individual has retained the minimal acceptable elements of the training provided and pertinent information to safely perform the assigned duties.

Staff members that regularly interact with or around members of the public may have CPR and AED training requirements included in their job description – these staff shall keep certifications current. Other staff are encouraged to receive certification and/or attend “lay” training for familiarity with CPR procedures and AED operations.

Licensing, certification, and qualifications are three methods designed to assure the staff are credentialed, qualified and competent to perform certain occupations. Bloomington Parks and Recreation will ensure all employees are certified on job tasks, vehicles and equipment required to do their job. Supervisors will ensure all certifications are documented and kept current.

Safety Attire

All staff members shall wear work attire suitable to the work being completed, including:

- Closed-toe footwear must be worn based on each division's requirements and during any program/event, but especially when working with any type of equipment.
- Employees who are engaged in the following activities may not wear shorts:
 - Using mowing equipment - tractors, push mowers, trimmers.
 - Working in construction zones.
 - Working around or driving heavy equipment.
 - Working around or with pesticides or herbicides.
- Wearing appropriate ear and eye protection when operating equipment that has the potential to cause injury to these senses (including mowing, blowing, spraying, grinding, etc.).
- All employees are required to wear Parks and Recreation shirts. Tank tops and safety vests do not count as shirts.
- Wearing hardhats, closed-toe shoes, and other safety equipment as required in construction sites.

- Wearing high-visibility vests when working in or around parking lots, heavy equipment, roads, medians, and other varieties of vehicles or traffic.

If any site or employee is in need of employee safety equipment (safety glasses, traffic vests, ear protection) contact the Director of Operations and Development.

IV. Inclement Weather Cancellations and Closures

BPRD works to ensure the safety and well-being of all participants and staff members. When inclement weather threatens this well-being, decisions regarding cancellations, postponements, or other actions will be made with staff and supervisors. In the event that a city-wide state of emergency is activated by the Office of the Mayor, BPRD should follow any provided guidance and protocols regarding closures and cancellations.

For any closure or cancellation, staff shall work with the Community Relations Manager or their designee to share the relevant information with the public.

Severe Heat/ Humidity

In case of extreme heat/humidity, the department will take into consideration temperature and heat index to make a final decision on the participation in programs/practices/games and outdoor activities.

- Staff will monitor the heat index by using the National Weather Service
- Based on the readings/warnings and information obtained program decisions will be made as followed:
 - **Heat Index 80-90** (considered low to moderate risk) May proceed with scheduled outdoor activities but staff will monitor all participants closely
 - **Heat Index 90-104** (considered moderate to risk) Use extreme caution when performing outside activities. Proper fluid intake, rest and breaks should be added into activity time. The department will recommend scheduled water breaks every 20-25 minutes, to reduce time of activity and/or be modified to be less physically exhausting.
 - **Heat Index 105-114** (considered high risk) Staff need to use extreme caution. Water breaks will be recommended to schedule every 15-20 minutes. Cancellation or relocation of activities and/or facility closures will be considered when temperatures reach this extreme.
 - **Heat Index of 115-130+** (considered very high risk) Cancellation or relocation to an indoor facility for all activities will be put into effect as this level is too extreme to accommodate physical activity, proper fluid intake and body maintenance

High Winds

When a wind advisory (sustained wind of 35+ mph or gusts 25+ mph) or a high wind warning (sustained wind of 40+ mph lasting 1 hour or longer or gusts of 58+ mph) is issued by the

National Weather Service (NWS), outdoor activities may not operate within close proximity of trees, power lines, and other potential hazards. This includes the use of lifts and other other equipment that could be dangerous to operate in high winds as well as programs taking place in wooded areas or on water.-Parks staff may, at any time, deem conditions unsafe and cancel or postpone any activity due to windy conditions.

Air Quality

Bloomington Parks and Recreation will use the Air Quality Index to make final decisions on participation in programs/practices/ games and outdoor activities.

Based on the readings/warnings and information obtained program decisions may be made as followed:

- **Green (good 0-50)** - Air quality is satisfactory, and air pollution poses little or no risk
 - Programs continue as scheduled.
- **Yellow (moderate 51-100)** - Air quality is acceptable. However, there may be a risk for some people, particularly those who are unusually sensitive to pollution
 - Programs continue as scheduled
- **Orange (Unhealthy for Sensitive Groups 101-150)** - Members of sensitive groups may experience health effects. The general public is less likely to be affected.
 - Programs continue as scheduled
 - Programs with children may look to move inside when possible.
 - Alternate work schedules or responsibilities should be considered for vulnerable staff
- **Red (Unhealthy 151-200)**- Some members of the general public may experience health effects; members of sensitive groups may experience more serious health effects.
 - Camps and programs involving sensitive groups should look to move inside when possible and limit prolonged exposure and physical activity.
 - Performers should be given the option to continue or reschedule.
 - Alternate work schedules or responsibilities should be considered for staff.
- **Purple (Very Unhealthy 201-300)** - Health Alert: The risk of health effects is increased for everyone.
 - All programs and work should be moved indoors, canceled or rescheduled.
 - All outdoor facilities close (pools, boathouse, and golf course)
- **Maroon (Hazardous 301+)** - Health warning of emergency conditions: everyone is more likely to be affected.
 - All programs should be moved indoors, canceled or rescheduled.

Winter Weather

When the Office of the Mayor determines that a winter weather emergency exists and closes City Hall (and activates the Bad Weather Policy), BPRD shall follow suit with its facilities and programs while only essential staff shall report to work.

However, when the following weather conditions exist, Bloomington Parks **may** (at their discretion) cancel, postpone, move, or reschedule any indoor or outdoor department organized recreational activity.

- **Cold Weather-** When a cold weather advisory has been issued or when “feels like” temperatures are below twenty degrees.
- **Snow/Ice/Sleet:** When Monroe County has issued travel advisories or warnings or when the visibility and safety of road travel is severely restricted.

For snow removal, see the [Parks Snow Removal](#) priorities and assignments.

Lightning & Severe Weather

Severe thunderstorms are common in our part of the United States from April through September. Lightning is a good indicator of the severity of a storm. The more lightning associated with a storm, the greater the chance of very high winds or a tornado. Lightning precedes a storm, sometimes by several miles. (Lightning kills more people every year than any other natural phenomena.)

Severe Weather Procedure – The program/site supervisor should remove participants from the playing/swimming/event area at the first sign of lightning and/or an approaching thunderstorm. Supervisors should not allow participants back on the playing/swimming/event area until 30 minutes after the last sign of lightning/thunder or until the storm has subsided.

Section 2: Emergency Plan

Purpose and Scope

The purpose of this plan is to protect the public and employees from serious injury, property loss, or loss of life in the event of an actual or potential major disaster or disruption. A major disaster may include, but is not limited to: fire, tornado, earthquake, bomb threat, or hazardous chemical spill. In the event of disaster, this plan describes the responsibilities and actions to be taken to protect the public and employees.

Statement of Limitations

While a perfect response to every potential emergency or crisis is impossible, personnel should be properly informed and trained to take action to protect themselves during emergencies.

General Emergency Procedures

In the event of a disaster, the warning may come from, but is not limited to: commercial radio, local television stations, civil defense radio, civil defense siren, building alarms, the internet, messenger, police, or the Mayor's office.

1. **Notification of Emergency:** A person receiving notification of an ongoing or impending emergency should immediately take the following steps:
 - a. Call 911 and activate emergency response procedures.
 - b. Provide aid and direction, depending on level of training and appropriateness.
 - c. Alert other building occupants, participants, employees, visitors, guests, etc. to the impending emergency to ensure safety.
 - d. Notify their immediate supervisor
 - e. The immediate supervisor shall ensure Division Directors are notified and, if necessary, the BPRD Administrator and Community Relations Manager. This leadership team will determine notification of other City Departments as needed, including but not limited to the Office of the Mayor and Legal/Risk.
2. **First Aid Services:** Persons trained in first aid can attempt to administer treatment as needed until relieved by medical or fire personnel. First aid should only be provided if the employee is themselves safe, uninjured, and in an area deemed appropriate by emergency response personnel. Medical Transport Services and Bloomington/Monroe County Fire Department EMS personnel may be present as well.
3. **Utility Controls:** The Building Manager or Operations Superintendent, or their designee, shall know the locations of and be responsible for the safe shutoff of utilities.

Assignments and Responsibilities

The Administrator of the Parks and Recreation Department is the ranking authority within the department on decisions related to emergency response. The administrator is responsible for planning (or delegating) training exercises to test this plan and for instructing personnel of their duties under this plan.

In the event that the Administrator is unavailable or incapacitated, the Operations and Development Division Director (or another Division Director in their absence or as assigned by the Administrator) is the point of contact for the department. The responsibilities for any other employee who is unavailable or incapacitated shall be the responsibility of their direct supervisor.

In emergency situations, BPRD will collaborate with and defer to the authority of the Office of the Mayor and Bloomington Fire and Police and County Emergency Management officials.

For the purposes of this plan, in the event of a disaster or immediate emergency, the **Emergency Manager is the most senior staff member who is on-site and directing the emergency response, or their designee.**

During an emergency, the Emergency Manager's responsibilities are to:

- Assess the nature and extent of all emergencies
- Assume control of BPRD's response
- Assign tasks to personnel to carry out specific actions
- Order evacuation if deemed necessary
- Take any other action necessary to protect life
- Coordinate with Emergency Responders
- Complete proper after-action steps and reports

The Emergency Manager will cede the direction of an emergency response to the highest ranking member of management present, or to appropriate emergency response authorities once they arrive on-scene. The BPRD Administrator, or their designee, shall have final authority to coordinate procedures and amend, modify, or supersede any provisions of this plan to ensure employee safety.

Crisis Communication

The Community Relations Manager maintains a [Crisis Communication Plan](#) that guides how they will collect and distribute information during a crisis or emergency. Staff members should defer all communication to new agencies and announcements to the public to the Community Relations Manager, who will follow the steps outlined in that plan. In the absence of the Community Relations Manager, the Administrator will assign another staff member to manage crisis communications. Staff members shall not send, post, or otherwise share pictures or information about the crisis or emergency with people outside of the agency.

Alarm and Warning Systems

1. **Sprinkler Alarm:** In the event of a serious fire, the sprinkler system will be activated automatically. Upon activation, the fire alarm will sound throughout the building. Upon hearing the alarm, employees should proceed to the evacuation sites indicated outside the building and conduct a head count (if appropriate).
 - a. Action: When the fire alarm is activated, the Risk Manager and/or his designee shall manage the evacuation site outside the building. The Risk Manager and/or his designee shall take all additional necessary action to insure the safety of the employees and notify the proper agencies of any services that are needed.
 - b. Parks facilities with Sprinkler systems:
 - i. Twin Lakes Recreation Center
 - ii. Banneker Community Center
 - iii. Project School
 - iv. Buskirk-Chumley Theater
 - v. Switchyard Park Pavilion

2. **Building Evacuation Alarm:** Employees should not evacuate the building except when a fire alarm sounds or instructed to do so by authorized personnel. The signal for a building evacuation will be announced in person. When such an announcement is made, employees should proceed to the appropriate evacuation site. Once at the evacuation site, the supervisor should conduct a head count and report to the Risk Manager or his designee. Evacuation routes are posted by each exit.
3. **Phone listings:** A listing of all emergency telephone numbers should be posted at each park's facility and/or building.

AED Locations

The Health and Wellness Coordinator shall maintain an inventory and conduct regular inspections of AEDs in the following locations:

1. Olcott Sports Park
2. Twin Lakes Sports Park
3. Operations/Urban Greenspace Traveling Pack
4. Operations Office (Rose Hill)
5. Bryan Park Pool/Ice Arena (seasonal rotation)
6. Mills Pool/Ice Arena (seasonal rotation)
7. Twin Lakes Recreation Center
8. Winslow Sports Park
9. Allison-Jukebox
10. Roving Naturalist (Adam's Street Storage Shed or 820 Van)
11. Griffy Lake Boathouse
12. Switchyard Park Pavilion
13. Cascades Golf Course
14. Banneker Community Center
15. Community Events Traveling Pack

Evacuation Routes & Meeting Places

A map showing the routes and exits for each area of the building will be displayed in each area of the building. Each map will show the available routes and exits to take depending on where employees are located in the building.

Park programs involving minors shall designate a rally point in case of emergency building evacuation.

Emergency Response Scenarios

Unless otherwise specified in Section 4 (Building and Location Specific Procedures), the following procedures are generally applicable to BPRD emergency response

1. Incident and Accident Reporting
 - a. Once a situation is resolved, complete the appropriate forms (see Parks Policy #6080).
2. Environmental Emergencies
 - a. Wildlife:
 - i. Under no circumstances should an untrained employee handle dangerous wildlife.
 - ii. Evaluate the scene and determine if threat is still present - clear the area if needed.
 - iii. Bites: if possible, try to safely identify the cause of the bite (what type of snake, spider, etc.).
 - iv. Only provide first aid up to your level of training
 - v. If bitten by venomous animal, take these steps while waiting for medical help
 1. Have person remain still and calm to help slow the spread of venom
 2. Remove jewelry and tight clothing before swelling starts
 3. Position person so the bite is at or below the level of the heart
 4. Clean the wound with soap and water. Cover with clean, dry dressing
3. Tornado or Severe Storm
 - a. Remain inside the building until all clear is given – move staff and residents/patrons to designated emergency shelter locations (see Section 3 of this plan).
 - b. Move away from windows and objects that could fall or otherwise cause injury
 - c. Take shelter - protect your head and neck
4. Lightning
 - a. Clear stages, bleachers, fields, pools, and other open areas.
 - b. Ask participants to move to safety (cars, inside, under roof)
 - c. Wait 30 minutes from last seen/heard lightning/thunder to resume activity
5. Winter Storm/Blizzard
 - a. See Section I of this plan for closure/cancelation information.
6. Facility Fire
 - a. If possible, use available fire extinguishing methods to put out the fire.
 - b. Pull fire alarm if not activated, evacuate the building, and call 911
 - i. Do not use any elevators
 - c. Never assume a fire alarm is a “false alarm”
 - d. For BPRD-led programs (summer camps, etc.), assemble staff and program participants at a predetermined location
7. Earthquake
 - a. Keep away from overhead fixtures, windows, filing cabinets, and electrical power
 - b. Evacuate buildings and head to a clear and open area if possible. If not possible, find a sturdy location in a building to shelter (door frames, under a table, etc.)
 - c. Assist those in need
 - d. Evacuate when instructed

8. Medical Emergencies
 - a. Call 911
 - b. Provide first aid appropriate to level of training
 - c. Clear crowd and/or other participants
9. Active Shooter, Violence & Lockdown Procedures
 - a. Run-Hide-Fight
 - i. RUN: Your first priority should be to get as far away from the shooter as possible.
 - ii. HIDE: If getting away is not possible, hide in a location behind a locked or barricaded door. Turn off lights and remain quiet.
 - iii. FIGHT: If neither of the above options is possible, prepare to fight in any way feasible.
 - b. Call 911 as soon as possible and provide as much information as possible
10. Missing Person
 - a. For participants in park programs, especially minors, perform a quick search of the last known location or likely location(s) of the participant and communicate with fellow staff to ensure the participant is not in someone else's care.
 - b. Begin call out process for supervisor and 911
 - c. Organize a search party
 - d. Remain with others in the group who may be distressed.
 - e. Complete an Incident Report
11. Aquatics and Waterfront Emergencies
 - a. Aquatics Pool Whistle
 - i. 1 short = get the attention of a swimmer/boater
 - ii. 2 short (double whistle) = get the attention of management
 - iii. 3 short = all facility awareness; guard is leaving chair
 - iv. 1 long by all guards = clear the water/allow re-entry into water
 1. If it is necessary for a guard to enter the water, 3 whistle blasts must be used. In this event the Manager/Supervisor will immediately respond. All down guards will proceed immediately to the pool deck and cover the necessary area. The Manager/ Supervisor will talk to the individual(s) involved following any situation requiring 3 whistles.
 2. During time-outs, and closings, guards in the stands should be in a standing position. Closings and time-outs will be initiated only at the signal of the Manager/Supervisor.
 3. In the event lightning is spotted, at the direction of the Manager/Supervisor, the pool will be cleared.
 - b. Near Drowning
 - i. Upon discovery of an accident victim or distressed swimmer, give three (3) short whistles and enter the water. NEVER jump off a lifeguard chair unless the accident is in the diving well and there is no reason to suspect spinal injury.
 - ii. Guards should continue watching their areas and extend coverage to include the accident area until a down guard fills the vacated chair.
 - iii. The pool will be cleared only by direction of the Manager/Supervisor.
 - iv. The primary rescuer will begin first aid and remain with the victim.

- v. The Pool Manager/ Supervisory will assign a staff member to the following duties:
 - 1. Call EMS
 - a. Tell WHERE the emergency situation is, i.e. Bryan Park Pool, Mills Pool
 - b. Give the EMS dispatcher your full name
 - c. Tell WHAT HAPPENED clearly and concisely
 - d. Indicate HOW MANY persons are involved
 - e. Describe WHAT help is being given to the victim (s)
 - f. **Do not hang up until the dispatcher hangs up**
 - 2. Unlock the gate
 - 3. Meet the ambulance and direct EMS personnel to the accident
- vi. Note patrons who may have witnessed the accident, and politely ask them to speak to the Manager/Supervisory before leaving the facility.
- vii. The Manager/Supervisor will contact the victim's parent/guardian or nearest relative if necessary.
- viii. The Manager/Supervisor will notify the Aquatic Supervisor if ambulance services are required. The Sports Division Directory will be contacted if the Aquatic Supervisor is unavailable.
- ix. The initial rescuer will assist the Manager/Supervisor as necessary in completing the accident form
- x. Make no statements to anyone (press or patrons) regarding the accident/incident. Always follow guidelines presented in the media relations training.
- c. Boathouse/Lake Emergency
 - i. Once notified of a water emergency (aside from basic first aid) and you are sure everyone on site is safe, immediately call 911 (**dial 9-911 if dialing from the Griffy Lake Boathouse Landline Phone**).
 - ii. Staff will sound the fog horn twice notifying all boats to return to the boathouse
 - iii. If a patron has simply become stuck or distressed, help them without calling 911. However, still notify the Natural Resources Coordinator and fill out an Incident Report.
 - iv. If you are by yourself and learn of a water emergency, call 911 to report the incident. Give as much information as possible and then attempt to assist the victim(s). If it is at all possible, lock the Boathouse before you go out on the water.
 - v. If you are working a two-person shift, one person stays at the Boathouse to make the 911 call and the other person may attempt to assist the victim(s).
 - vi. If you have time during or immediately following the incident, call the Natural Resources Coordinator and/or Natural Resources Manager to make them aware. A written Incident Report will also be necessary, but can take place afterward.
 - vii. If assisting a patron in distress in the lake, put on a personal floatation device (PFD) prior to entering the water. (if possible, load additional life preservers onto the vessel for use as additional flotation devices)
 - viii. If a watercraft does not get returned before close, staff will attempt to make contact with renters using the megaphone or the information provided prior to launching (phone number). Staff may need to use a watercraft and trolling motor to canvas the lake for the rentals if they are unresponsive to the above methods of contact. If staff can not locate the missing watercraft and renters,

they need to retrieve the driver's license that was left behind at the boathouse (one required for all rentals) and report this information to their Supervisor. If watercraft or renters can not be located, Supervisors will assume the watercraft was either stolen or there is a need for search and rescue assistance from BPD if other belongings were also left behind (ex: car in the parking lot).

12. Hazardous Substances

- a. Clear the area/building of all participants including other staff
- b. Cal 911
 - i. Provide as much detailed information as possible

After-Action Crisis Response

After any emergency or crisis situation, employees may experience negative mental health effects, which could include trauma or other crisis episodes. The Human Resources department for the City of Bloomington offers counseling and well-being support to employees that includes virtual or face-to-face visits with mental health counselors. In the event of a crisis, the Department shall work with affected employees and the Human Resources Department to ensure these services are available or remain available to employees.

Section 3:

Emergency Weather Locations

In the event of a tornado or other severe weather event requiring those present to seek shelter, the following shall be the designated locations:

Allison-Jukebox Building	Internal hallway
Banneker Community Center	Basement hallway
Bryan Park Pool	Bathhouses
Cascades Golf Course	Locker Rooms or participant vehicles (any Interior location for lightning delay)
Frank Southern Ice Arena	Locker Rooms
Griffy Lake & Leonard Springs	Participant Vehicles or Restrooms
Mills Pool	Bathhouses
Operations Center- Adams Street	Internal Hallway by Offices
Rose Hill Administrative Office	Basement
Showers Building	Downstairs internal hallway
Sports Outdoor Facilities	Participant Vehicles or Restrooms
Switchyard Park Maintenance Building	Downstairs Offices or Restrooms
Switchyard Park Pavilion	Internal Hallway, Kitchen, or Restrooms
Twin Lakes Recreation Center	Basement hallway by restrooms

Section 4:

Location-Specific Procedures

I. Frank Southern Ice Arena

- A. Staff are responsible for evacuation of building if a fire is detected and then calling 9-1-1
- B. This building contains a chemical which is immediately dangerous to life and health. The chemical is **anhydrous ammonia**, which is the chemical refrigerant used to freeze the ice rink floor. Anhydrous ammonia has a very irritating smell and is extremely harmful to humans at low doses.
- C. If ammonia is released, the leak sensor detector activates, triggering an alert in the rink area. The Programs/Facilities Manager and Sports Division Director will receive an alert on their phone.
- D. Even if the alarm system has not activated, but you smell the acrid smell of the chemical, continue with the following emergency procedures.

Do the following:

- 1. Staff should clear the building of skaters, members of the public and City of Bloomington staff immediately. Use the public address system (PA) for this purpose. **Notifying all building occupants to go outside is your first priority.** Staff may need to personally contact patrons in the Locker Rooms that may not be able to hear the PA system. Staff should unlock the emergency doors on the south side of the facility (from the outside) to allow patrons in the locker rooms to exit the building. Evacuated people should be kept a minimum of 300 yards (and also upwind) from the building.
- 2. Staff should take the rink's portable telephone and a copy of this plan with them when evacuating the building, if at all possible.
- 3. From an area isolated from the spilled substance, call 911 to report the incident.
 - a. Provide the name and address of the facility:
Frank Southern Ice Arena
1965 S. Henderson Street
 - b. Advise the 911 operator of any injuries and a brief description of the symptoms:
 - c. Look for choking, clutching of the chest, burning eyes, burning nostrils and other upper respiratory injuries
 - d. Check for other injuries to the evacuated people
- 4. The on-scene Emergency Coordinator will assess the incident and continue to make emergency notifications. The Emergency Coordinator will wait for and assist outside emergency personnel responding to the incident.
- 5. The Emergency Coordinator must take all reasonable steps necessary to ensure that explosions and releases do not occur, recur, or spread to unaffected parts of the arena. Details should be provided to responding emergency personnel concerning the nature of anhydrous ammonia, types of on-site emergency equipment available and the special need for personnel to wear protective equipment for anhydrous ammonia.
- 6. To the extent possible, the Emergency Coordinator shall make a contemporaneous record of all significant emergency events and all action taken in response.
- 7. A representative of the Fire Department must approve reentry of personnel into the building following the containment of the spill.
- 8. Following the containment of the spill, the Emergency Coordinator shall provide for treating,

- storing or disposing of recovered waste, contaminated soil or surface water, or any other material. The recovered material must be handled as a hazard waste, unless it is a characteristic hazardous waste only, which is analyzed and determined not to be hazardous.
9. The Emergency Coordinator must submit a report to the IERC on the incident as soon as possible after containment has occurred. The report must follow the instructions listed.
 10. All emergency equipment must be cleaned and made fit for its intended use before rink operations are resumed.

II. Griffy Lake and Nature Preserves

1. Site Supervisors have the responsibility of [opening and closing](#) the boathouse facility.
2. First Aid kits are available in the boathouse.

III. Banneker Community Center

1. AED is located under the welcome desk at the gym entrance on the 1st Floor
2. First Aid kits are located on each floor of the building.
3. Fire extinguishers are located on each floor of the building.
4. Alarm system is managed by Koorsen Fire and Security
 - a. Alarm is tied directly to the Koorsen on call system
 - i. If triggered on call system will call facility and then contacts listed on call out sheet- Facility Coordinator/ Facility Specialist/ General Manager
 - ii. If no immediate answer they will initiate police and/or fire
5. Fire evacuation- assembly point is the parking lot of Girls Inc (corner of Elm Street and 8th Street)
6. Tornado- take shelter on the 1st floor in the hallway near restrooms
7. Building Supervisors have specific [opening and closing procedures](#) and are the only staff provided building keys and alarm codes

IV. Switchyard Park Pavilion

1. Fire Evacuation - staff should evacuate everyone to the evacuation point- the Pavilion Lawn.
 - a. If possible grab First Aid Kit and AED from the Office
2. Fire Suppression System- monitored by third party and will call out automatically if triggered

V. Twin Lakes Recreation Center

1. First Aid materials are in the cabinet behind the front desk, Facility Attendant cabinet in the weight room and program storage room off Court 2
2. If supplies are used- a first aid form must be completed
3. Fire and Security Systems- monitored by Koorsen Fire and Security
 - a. Openers and closing staff responsible for setting and disarming alarm
 - b. Alarm is tied directly to the Koorsen on call system
 - i. If triggered on call system will call facility and then contacts listed on call out sheet- Facility Coordinator/ Facility Specialist/ General Manager
 - ii. If no immediate answer they will initiate police and/or fire

VI. Allison-Jukebox Community Center

1. Emergency water shut (painted blue) off is located in the first aid room to the right
2. Gas (painted yellow) emergency shut off is located in the first aid room in the back
3. Electrical panel is located in the back room to the right
4. Smoke detectors and CO2 detectors will sound when items are detected. Staff are responsible for calling 911 and evacuating the facility.
5. Staff should assemble all staff and participants at the bell in the park after an evacuation.

VII. Cascades Golf Course

1. Any sign or sight of severe weather, personnel should locate the siren under the count and proceed outdoors.
 - a. One prolonged note signals a suspension for a dangerous situation and all players/spectators shall discontinue play and seek shelter
2. Two notes signal a resumption of play.
3. Fire extinguishers and fire alarm pulls are located around the clubhouse.
 - a. Staff should pull a fire alarm if a fire is detected, call 911, and remove patrons and staff from the facility.

STAFF REPORT

C-7 Agenda item

Admin. Approval: TS
Date: 2/13/25

TO: Board of Park Commissioners
FROM: Rebecca Swift, Operations & Development Division Director
DATE: February 27, 2025
SUBJECT: REVIEW/APPROVAL COOPERATION SERVICE AGREEMENT WITH
CENTERSTONE OF INDIANA

Recommendation

Staff recommends approval of this Service Agreement with Centerstone of Indiana, Inc. to provide well maintained and clean public spaces. Total = \$519,000
(\$371,000) = Public Works Department
(\$148,000) = Parks and Recreation Department.

Funding source:

2204-18-189006-53990 (SYP)
2204-18-189000-33990 (Ops)
And a Public Works account for their share of the contract

Background

This Service Agreement is between Public Works, Parks and Recreation, and Centerstone to cooperate as part of an employment program to support the Brighten Bloomington maintenance and beautification efforts citywide. Centerstone shall provide work crews to perform tasks related to cleaning and maintaining park properties, including Switchyard Park, Seminary Park, Hopewell Commons, People's Park, Butler Park, Building Trades Park, and Waldron Hill and Buskirk Park.

RESPECTFULLY SUBMITTED,



Rebecca Swift, Operations & Development Division Director

C-8 Agenda itemAdmin. Approval: TS
Date: 2/12/25

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: February 27, 2025
**SUBJECT: CONTRACT WITH EVERYWHERE SIGNS, LLC FOR HOPEWELL
COMMONS BANNER PRINTING, HARDWARE, AND INSTALLATION.**

Recommendation

Staff recommends approval for a contract with Everywhere Signs, LLC to print 15 banners branded to identify the new Hopewell Commons, to purchase the pole mounting hardware needed to affix the banners to 11 different light poles throughout the park, and to install the banners prior to the April 23, 2025 grand opening.

Amount: \$6,000

Funding source: 2204-18-189400-52420d

Background

The Department is planning a ribbon cutting event on April 23, 2025 to officially open the new Hopewell Commons and to introduce the park to the community. Blue and green banners that complement the colors of the shade umbrellas and other fixtures in the park, printed and mounted high on light poles that frame the rectangular park, will brand Hopewell Commons as a destination for people using the B-Line Trail, and also traveling on the extended University and Madison Streets around the park. The Department has worked with Everywhere Signs on several similar banner printing and branding projects, and they have consistently done quality work. The company also owns a bucket truck and is able to conveniently schedule the banner installation prior to the grand opening.

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

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

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of May, 2025.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Six Thousand Dollars (\$6,000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Julie Ramey, City of Bloomington Parks and Recreation, rameyj@bloomington.in.gov. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Everywhere Signs
Attn: Julie Ramey, Project Manager	Attn: Greg or Karen Elgar
401 N Morton St	2630 N Walnut St
Bloomington, IN 47404	Bloomington, IN 47404
Email: rameyj@bloomington.in.gov	E-mail: everywheresigns@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 Everywhere Signs LLC.”

CITY OF BLOOMINGTON
BY:

EVERYWHERE SIGNS LLC
BY:

Kathleen Mills, Chair
Board

DATED

Signature _____ DATED _____

Tim Street, Director

Printed Name

Margie Rice, Corporation Counsel DATED

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Print a total of 15 double-sided vinyl banners with artwork provided by Department. Provide and install banner brackets on 11 different light poles at Hopewell Commons, 332 W. University St.; light poles to be identified by Department. Install banners on banner brackets, including zip ties where needed to keep the banners in place.

EXHIBIT “B”

PROJECT SCHEDULE

Banner bracket and banner installation on light poles at Hopewell Commons to be complete by 5 p.m. April 18, 2025.

EXHIBIT "C"

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

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

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

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

Signature

Printed name

**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

C-9 Agenda itemAdmin. Approval: TS
Date: 2/18/25

TO: Board of Park Commissioners
FROM: Rebecca Swift, Operations & Development Division Director
DATE: February 27, 2025
SUBJECT: REVIEW/APPROVAL OF SOMO BRIDGE ENGINEERING INSPECTION & DEED ACCEPTANCE

Recommendation

Staff recommends approval of this Service Agreement with Kurdziel Barker Engineering, Inc. for the inspection and summary report of the bridge located in a recently donated parcel near the Southern Meadows development and the Bloomington Rail Trail. Cost not to exceed \$7,200.

Funding source: 2204-18-189000-53110

Background

BPRD would like to accept a 1.1 acre parcel donation near the Southern Meadows development located just east of Rogers Street and approximately 0.1 miles north of W That Road. The parcel includes a multi-span beam bridge that once carried railroad traffic and has been repurposed as a pedestrian bridge. As part of the property acquisition, a bridge inspection is required to assess the bridge's condition and identify areas that necessitate repair to ensure that it is safe for the public. KB Engineering specializes in bridge inspections and will provide a summary report along with rehabilitation recommendations where warranted.

RESPECTFULLY SUBMITTED,



Rebecca Swift, Operations & Development Division Director

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

- 1. Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
- 2. Effective Date, Term and Termination.**
 - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 30th day of April, 2005.
 - 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 seven thousand two hundred (\$7,200) dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Rebecca Swift, City of Bloomington, 401 N. Morton Street Suite 250 Bloomington, IN 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator

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

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

responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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

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

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

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

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

Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Kurdziel Barker Engineering Inc.
Attn: Rebecca Swift, Project Manager	Attn: Daniel Kurdziel, PE
401 N. Morton Street Suite 250	PO Box 44127
Bloomington, IN 47402	Indianapolis, IN 46244
rebecca.swift@bloomington.in.gov	dkurdziel@kbengr.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 Kurdziel Barker
Engineering Inc.”**

**CITY OF BLOOMINGTON
BY:**

**KURDZIEL BARKER ENGINEERING INC
BY:**

Kathleen Mills, Board Chair DATED

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:

Bloomington Parks & Recreation is acquiring a donated parcel near the Southern Meadows development located just east of Rogers Street and approximately 0.1 miles north of W That Road. The bridge is a multi-span beam bridge that once carried railroad traffic and has been repurposed as a pedestrian bridge. As part of the bridge acquisition, a bridge inspection is required to assess the bridge’s condition and identify areas that require repair to ensure that it is safe for the public.

In order to properly inspect the structure and provide recommendations, a site visit will be required to get the basic measurements of the structure and to assess its condition. The condition of the bridge will be photo-documented and simple drawing of the bridge will be provided.

Once all the information is gathered, an inspection report will be prepared specifying the overall condition of the structure and an in-depth investigation into its specific conditions of each member. This information will be compiled and summarized. Repair or rehabilitation recommendations will be provided where warranted. The report will be compiled and submitted to BPR.

A bridge load rating will be performed on this structure. This work will include dead load calculations, pedestrian live load calculations and (based on the bridge width), the bridge will also be load rated for an H-5, or an H-10 truck, whatever is dictated by bridge design standards. A bridge model will be prepared and a summary, including which vehicle can be uses as well as the recommended occupancy limit of the bridge will be provided in the report.

The costs associated with this work is as follows:

Site Visit & Data Collection	\$1,800
Inspection Report	\$2,500
Bridge Load Rating	\$2,900
Total Cost	\$7,200

EXHIBIT “B”

PROJECT SCHEDULE

The onsite bridge inspection will occur following contract approval in February 2025. A summary report will be submitted back to the Department by the end of March 2025.

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

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

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

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

Signature

Printed name

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

February 14, 2025

City of Bloomington Parks & Recreation
Attn: Rebecca Swift
401 N. Morton St.
Suite 250
Bloomington, IN 47404

Re: Bloomington Parks - SOMO Parcel Bridge
Bridge Inspection, Condition Assessment & Load Rating Scope and Fee Proposal

Dear Ms. Swift,
Kurdziel Barker Engineering, Inc. (KB) is thankful to work with City of Bloomington Parks & Recreation (BPR) to provide bridge inspection services. Please find the scope of services and associated fees below.

Project Description

Bloomington Parks & Recreation is acquiring a donated parcel near the Southern Meadows development located just east of Rogers Street and approximately 0.1 miles north of W That Road. The bridge is a multi-span beam bridge, that once carried railroad traffic and has been repurposed as a pedestrian bridge. As part of the bridge acquisition, a bridge inspection is required to assess the bridge's condition and identify areas that necessitate repair to ensure that it is safe for the public.

Scope of Services

In order to properly inspect the structure and provide recommendations, a site visit will be required to get the basic measurements of the structure and to assess its condition. The condition of the bridge will be photo-documented and simple drawing of the bridge will be provided.

Once all the information is gathered, an inspection report will be prepared specifying the overall condition of the structure and an in-depth investigation into its specific conditions of each member. This information will be compiled and summarized. Repair or rehabilitation recommendations will be provided where warranted. The report will be compiled and submitted to BPR.

A bridge load rating will be performed on this structure. This work will include dead load calculations, pedestrian live load calculations and (based on the bridge width), the bridge will also be load rated for an H-5, or an H-10 truck, whatever is dictated by bridge design standards. A bridge model will be prepared and a summary, including which vehicle can be used as well as the recommended occupancy limit of the bridge will be provided in the report.

The costs associated with this work is as follows:

Site Visit & Data Collection	\$1,800
Inspection Report	\$2,500
Bridge Load Rating	\$2,900
Total Cost	\$7,200

Kurdziel Barker Engineering shall receive as payment for the work performed as listed in the Scope of Services, a total fee not to exceed **\$7,200** unless a modification of the Agreement is approved in writing by the BPR. This work will be billed as a lump sum to be billed upon completion of final inspection.

KB Engineering looks forward to working with you. Please review this proposal and feel free to call (651.271.2568) or email me (dkurdziel@kbengr.com) with any questions you may have.

Sincerely,



Daniel Kurdziel, PE
Principal, Structural Engineer
Kurdziel Barker Engineering, Inc.

C-10 Agenda itemAdmin. Approval: TS
Date: 2/12/25

TO: Board of Park Commissioners
FROM: Heidi Shoemaker, Natural Resources Coordinator
DATE: February 10, 2025
SUBJECT: 2025 Griffy Deer Browse Monitoring Agreement

Recommendation

Staff recommends utilizing \$6,551.00 in funds from 2211-18-184000-53990 to continue monitor the effects of deer browse on the flora of Griffy Lake Nature Preserve.

Background

Eco Logic LLC has been monitoring and providing annual summaries of the effects of deer browse on Griffy Lake Nature Preserve since 2020. The data in these reports is utilized to determine the effectiveness of the managed deer hunts on the property. Continuing this study and comparing annual reports allows staff to see if the health of the flora in Griffy Lake Nature Preserve is improving, declining, or remaining the same allowing staff to make scientifically-sound management decisions in the future.

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

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 Park Board (“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.
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 February 28, 2026.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Six Thousand Five Hundred Fifty One (\$6551.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Rebecca Swift, City of Bloomington, 401 N. Morton St. Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless

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

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

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

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

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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	Eco Logic LLC
Attn: Rebecca Swift	Attn: Natalie Marinova
401 N. Morton, Suite 250	8685 West Vernal Pike
Bloomington, Indiana 47404	Bloomington IN 47404
rebecca.swift@bloomington.in.gov	natalie@ecologicindiana.com

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

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

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

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

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

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

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON
BY:

Eco Logic LLC
BY:

Kathleen Mills, Chair
Board

DATED

Signature _____ DATED _____

Tim Street, Director

Printed Name _____

Margie Rice, Corporation Counsel DATED

Title _____

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Deer browse monitoring should continue at Griffy Lake Nature Preserve to determine the effectiveness of the hunts at reducing the effects on the vegetation. This proposal will continue monitoring on 12 transects to document the effects on spring herbaceous vegetation in 2025. The results will be compared to previous years' data to determine whether there has been a decline, increase, or little change in the amount of browse. Data analysis will include graphs of trends and a brief annual summary as presented with the 2020-2024 data.

Here is an estimate for 2025:

Drive time is included with consultant hourly rate. Mileage will be charged when location is more than 10 miles from Eco Logic LLC headquarters at 8685 W. Vernal Pike, Bloomington, IN 47404

Total for spring herbaceous deer browse monitoring: **\$ 6,551.00**

EXHIBIT “B”

PROJECT SCHEDULE

The vegetation monitoring will be completed, and results delivered, by December 31, 2025. Eco Logic Staff will be invited to attend the Environmental Resources Advisory Council and Park Board Meeting in February 2026 to present summary results.

EXHIBIT "C"

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

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

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

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

Signature

Printed name

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

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

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

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

Signature

Printed name

C-11 Agenda item

Admin. Approval: TS
Date: 2/20/25

TO: Board of Park Commissioners
FROM: Chris Hamric, Facility Manager
DATE: February 20, 2025
SUBJECT: Aquatics Price Schedule Approval for 2025

Recommendation

Staff recommends approval of the price changes for aquatic facilities for 2025. The pricing levels are the same for both pools.

GENERAL FUND		
Item	2024 Rate	Final 2025 Proposed Rate
General Admission	\$6.00	\$7.00
Twilight Admission (5-7pm M-Th)	n/a	\$4.00 (new)
Economy 20 Punch Pass	\$90.00	\$100.00
Individual Season Pass	\$70.00	\$90.00
Lap Swim Time (before opening)	n/a	\$5.00 (new)
Fourth of July Admission	n/a	FREE (new)

The Non-Reverting fee schedule for 2025 follows and has no proposed changes from 2024 levels.

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2025 IN CITY FEES	2025 OUT OF CITY FEES
Group swimming lessons (both Bryan and Mills pools)	65.00	75.00
Lifeguard training and WSI and Lifeguard Instructor	100.00 - 300.00	na
RENTALS	2025 IN CITY FEES	2025 OUT OF CITY FEES
Bryan Pool private rental - entire facility: main pool, waterslides, Limestone Lagoon	350.00/hour	na
Bryan Pool private rental: main pool only	300.00/hour	na
Mills Pool private rental: entire facility	225.00/hour	na
Mills Pool - Open Swim Day Rental Half Day Rental	775.00	na
Mills Pool - Open Swim Day Rental Full Day Rental	1250.00	na
Concessions Services	2025 IN CITY FEES	2025 OUT OF CITY FEES
Concession items	.50 - 30.00	na

January 2024

Background

With current costs, our aquatics facilities must increase prices to stay financially sustainable while remaining accessible to the public.

While some prices have increased, others have been adjusted or added to supplement other efforts to make swimming accessible to all. Thanks to the efforts of the front desk staff, it has never been easier to apply for the pool fee waiver. We have also added a new “twilight price” in 2025 for those coming to the pool at the end of open hours on weekdays, and “Stay Cool Bloomington” free admission days will also return this year on Fridays, Saturdays, and Sundays throughout the season when the AccuWeather “RealFeel” temperature is forecasted to be 90 degrees or higher.

For reference, here are a few other pool facility prices in our vicinity:

IU Outdoor Pool - \$7 in 2024, planning to increase

Columbus - \$6 in 2024, planning to increase

Martinsville - \$7 for youth, \$10.75 for adults

Plainfield - \$10 for youth, \$12 for adults

We are also requesting that the Board approves free admission on the Fourth of July. Over the past few years, the Parks Foundation has generously helped fund the free day on the holiday. We would like to keep that tradition going by internally funding this.

As we engage in our master planning efforts and the full facilities conditions assessment on the pools in April, we will have to continue to look at our cost recovery goals and capital improvement needs, as well as operational performance. One of our biggest areas of loss is in August after schools start: at Bryan Park Pool in 2024, we operated at a slight profit during operational times in June and July combined. In August, during our operation, we ran at a \$48,000 deficit. These numbers include the total revenue made during open hours and total expenses including running the pool overnight, staffing, and operational expenses. It costs about \$340 per hour for Bryan Park pool to be open. This does not include any pre-season startup or end of season shut-down expenses, or major capital improvements (such as the \$150,000 invested a new pool liner this year).

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read 'Chris Hamric', with a stylized flourish at the end.

Chris Hamric, Facility Manager

January 2024

C-12 Agenda itemAdmin. Approval: TS
Date: 2/20/25

TO: Board of Park Commissioners
FROM: Satoshi Kido, Sports Services Director
DATE: February 27, 2025
SUBJECT: POLICY MANUAL UPDATES

Recommendation

The Bloomington Parks and Recreation Department uses a Policy Manual to manage process and procedures related to staffing, facilities, programming and other areas. Staff recommends the approval of the updated Aquatics Fee Waiver policy. The policy was originally written in 2009 and some statements in the policy were out of date.

Background

The policy has been modified to meet the requirements of the current Fee Waiver program:

To ensure swimming pools remain accessible to all members of the community, pool fee waivers are available for youth under the age of 18 years who **live within Bloomington city limits**.

Applicants for pool admission fee waivers **must provide proof of residency within city limits, as well as proof that they meet the requirements for free and reduced school meals** (or equivalent income eligibility guidelines). Fee waiver applications are available **online** and from the Parks and Recreation main office. The Aquatics Facility/Program Manager maintains current lists of pool fee waiver recipients at each pool and records fee waiver recipient visits.

Up to two designated adult **supervisors at least 18 years old** may enter the pool for free with qualifying youth.

RESPECTFULLY SUBMITTED,

Satoshi Kido, Sports Services Director
Name, Title

City of Bloomington Parks and Recreation

Program Policies

Fee Waiver 11110

Date: October 27, 2009

Reviewed: October 22, 2020

Updated: February 19, 2025

POLICY RE: Fee Waiver

~~Fee Waivers~~

~~Fee Waivers are made available to members of the Bloomington community who are prohibited financially from participating in "Basic" programs and services (pool passes.) Fee Waiver applications are currently processed by Office Management staff and coordinated with the Aquatics Supervisor.~~

To ensure swimming pools remain accessible to all members of the community, pool fee waivers are available for youth under the age of 18 years who live within Bloomington city limits.

Applicants for pool admission fee waivers must provide proof of residency within city limits, as well as proof that they meet the requirements for free and reduced school meals (or equivalent income eligibility guidelines). Fee waiver applications are available online and from the Parks and Recreation main office. The Aquatics Facility/Program Manager maintains current lists of pool fee waiver recipients at each pool and records fee waiver recipient visits.

Up to two designated adult supervisors at least 18 years old may enter the pool for free with qualifying youth.

Scholarships

~~Scholarships are offered and awarded through the Bloomington Community Parks and Recreation Foundation's Scholarship Committee. Scholarships have traditionally been awarded to members (youth only) of the Bloomington community whose families endure economic hardship and have difficulty paying full fees to participate in a variety of recreational programs and services offered. (see Policy 9050)~~

STAFF REPORT

C-13 Agenda item

Admin. Approval: Initials
Date: Approval date

TO: Board of Park Commissioners
FROM: Chris Hamric, Facility Manager
DATE: February 6, 2025
SUBJECT: Pathways (Formerly MCUM) Partnership Agreement

Recommendation

Staff recommends approval of the Partnership Agreement.

Background

MCUM has been a partner for years. In 2025, they have changed their name to Pathways.

RESPECTFULLY SUBMITTED,



Chris Hamric, Facility Manager

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

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

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

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

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

1. **Purpose of the Agreement.** The purpose of the Agreement is for the City to allow Pathways limited use of Mills Swimming Pool for Pathways’ morning pre-school childcare program at a discounted rate.
2. **Duration of Agreement.** This Agreement shall be in full force and effect from the date both parties sign this Contractual Agreement until July 31, 2025, unless terminated in accordance with paragraph nine (9) of this Agreement.
3. **Days and Hours of Use.** The City hereby grants Pathways permission to use Mills Swimming Pool as follows:

Pathways shall be permitted to use the facility’s family activity pool area as part of Pathways’s preschool childcare program activities (for children ages 3-5 years) every Tuesday, Wednesday, and Thursday from May 27th , 2025 through July 31st, 2025 from 10:00 a.m. to 11:00 a.m.

4. **Participant Fees.** Staff and participants in the Pathways program who enter the facility shall either pay an admissions fee of \$5 per person or fee waiver for regular admittance. Pathways shall track daily attendance and provide payment at the end of the season based on the above pay structure.
5. **Life Guards.** Pathways agrees to pay the City the cost of providing a manager and lifeguard at the time that the preschoolers are using the family activity pool area. The rate is seventeen dollars and forty nine cents (\$17.69) per hour for the manager and sixteen dollars and ten cents (\$16.37) per hour for the lifeguard.
6. **Supervision.** Pathways agrees to provide supervisory personnel at a ratio of one (1) supervisor to every five (5) children during the time that the preschoolers are using the family activity pool area. The supervisors must be in the water with the

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

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

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

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

Pathways (and/or MCUM) shall maintain comprehensive 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 additional insured, and Pathways shall provide Parks with a certificate of insurance prior to the commencement of operations under this Partnership. Pathways and its insurer shall notify Parks within ten (10) days of any insurance cancellation or changes.

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

Notice and Agreement Representatives

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

Pathways

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

Bloomington Parks and Recreation

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

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

Pathways

Brittney Denton, Program Director

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

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

WHEREFORE, the parties have entered into this Agreement on this _____ day of _____ 2025.

City of Bloomington

Pathways

Tim Street, Director
Parks and Recreation Department

Brittney Denton, Program Director

Kathleen Mills, Park Board President
Board of Park Commissioners

Margie Rice, Corporation Counsel

STAFF REPORT

C-14 Agenda item

Admin. Approval: TS
Date: 2/21/25

TO: Board of Park Commissioners
FROM: Chris Hamric, Facility Manager
DATE: February 27, 2025
SUBJECT: Price Schedule Changes for Frank Southern Ice Arena

Recommendation

Staff recommends approval of Price Schedule changes for the Fall 2025- Spring 2026 Ice Arena season.

Background

Item	2024 Rate	Requested in December	Revised Proposed Rate
Rink Rental per hour	\$240.00	\$280.00	\$260.00
House Hockey (all levels)	N/A	\$120.00	\$85.00
Public Skating	\$6.00	\$10.00	\$7.00
Skate Rental	\$3.00	\$2.00	\$3.00
Try Hockey Day	N/A	N/A	Free
Try Figure Skating Day	N/A	N/A	Free
Summer Rental (per hour)	N/A	N/A	\$50.00
Summer drop-in	N/A	N/A	\$10.00

Addendum to the Price Schedule requests in December 2024:

After end of season reviews, we feel these changes will best serve our community at the Ice Arena. There was a slight reduction in Public Skate price (From \$10.00 to \$7.00). We have eliminated the season long passes. And have lowered the rink rental rate (From \$280 to \$260) so we can make a more progressive increase in prices.

We are lowering the House Hockey cost (From \$120.00 to \$85.00) to make it the same for all levels. We want to make this program as accessible to everyone as possible.

We are requesting an addition of Try Hockey for Free Day and Try Figure Skating for Free Day. These would each be a scheduled one-day event that families could come to the Ice Arena to try the sport of their choice. We are also adding a summer rental and drop in price of \$50 per hour and \$10 respectively.

RESPECTFULLY SUBMITTED,



Chris Hamric, Facility Manager

January 2024

C-15 Agenda itemAdmin. Approval: TS
Date: 2/13/25

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: February 13, 2025
SUBJECT: APPROVAL OF RIGHT-OF-WAY DESIGNATION ALONG RHORER RD

Recommendation

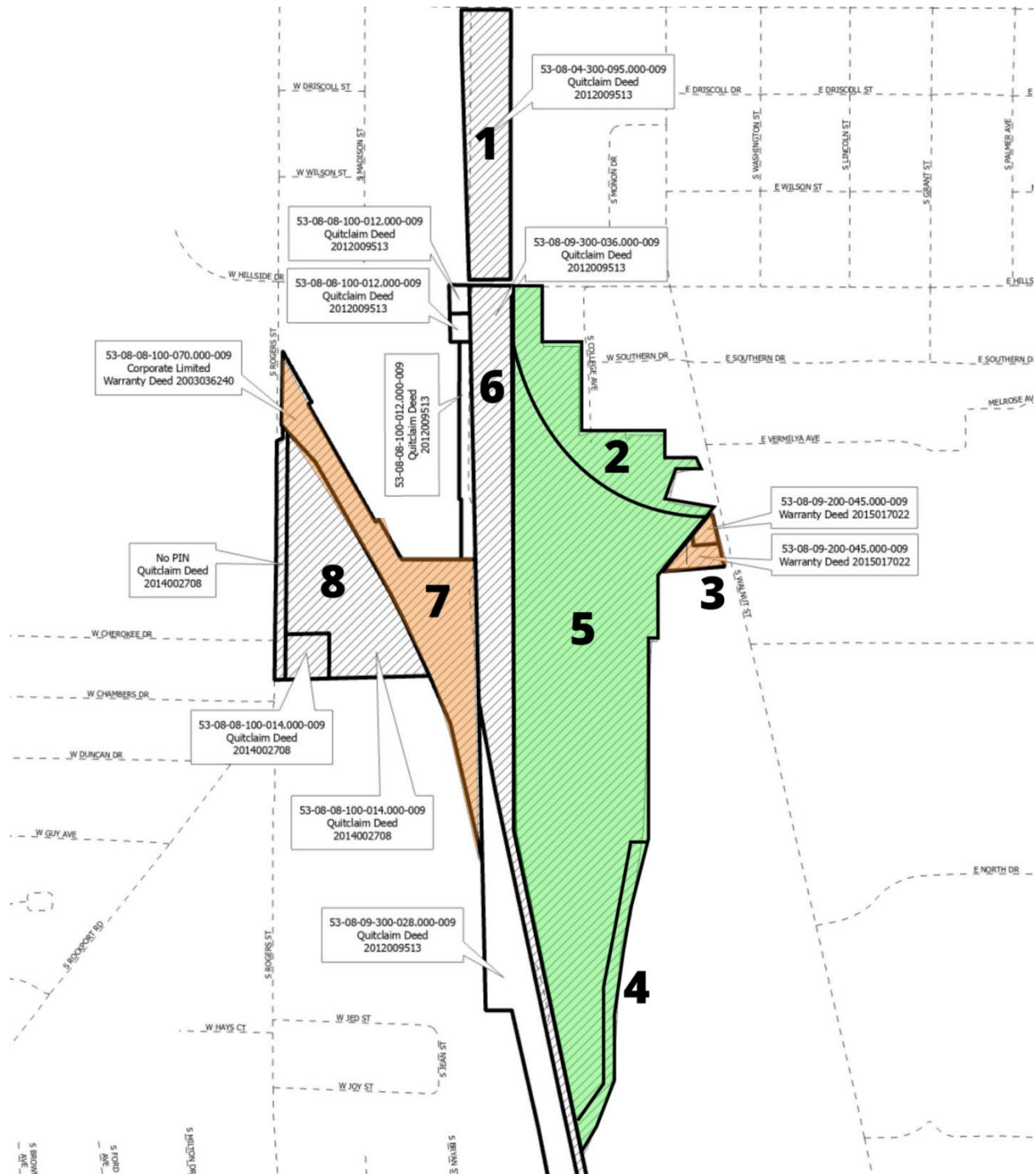
Staff recommends approval of the dedication of .036 acres as right of way along Rhorer Rd.

Background

Monroe County is preparing to replace the Rhorer Rd bridge at the Jackson Creek Trail, just southwest of Jackson Creek Middle School. The Board of Park Commissioners previously approved a small amount of acreage to be dedicated as right of way for this project in 2023; however, utility relocations for gas lines require another .036 acres to be dedicated. No compensation is being given for this dedication. The dedication will not affect our operation of or responsibilities for the Jackson Creek Trail in this area.

RESPECTFULLY SUBMITTED,**Tim Street, Director**

Switchyard Parcels Exhibit



January 2024

Project: Bridge #75

Parcel: 6

Page: 1 of 2

DONATION AGREEMENT (WITHOUT OFFER)

We, the Bloomington Board of Park Commissioners, an Indian Municipal Corporation, the undersigned property owner(s) hereby agree to donate and convey to the Monroe County Board of Commissioners, Monroe County, Indiana, the real estate interest as described on the attached Exhibits "A" and "B". We acknowledge that we are entitled to just compensation based upon an appraisal of the fair market value pursuant to applicable laws. We hereby waive our right to said appraisal and agree to execute the necessary conveyance instruments to transfer said real estate interest to the Monroe County Board of Commissioners, Monroe County, Indiana. This decision to donate said real estate without any compensation is made by us without any coercive action of any nature by any party.

The undersigned represents and warrants that she is a duly elected officer of the Grantor; that the Grantor is a corporation validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full corporate capacity to convey the real estate interest described; that pursuant to resolution of the board of directors or shareholders of the Grantor or the by-laws of the Grantor she has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that she is therefore, fully authorized and empowered to convey to the Board of Commissioners of Monroe County, Indiana, real estate of the Grantor, and that on the date of execution of said conveyance instruments she had full authority to so act; and that all necessary corporate action for the making of this conveyance has been duly taken.

Project: Bridge #75

Parcels: 6

Page: 2 of 2

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this ____ day of _____, _____.

GRANTOR: Bloomington Board of Park Commissioners, an Indiana Municipal Corporation

Signature

Kathleen Mills, Board President
Printed Name & Title

STATE OF _____ :

SS:

COUNTY OF _____ :

Before me, a Notary Public in and for said State and County, personally appeared Kathleen Mills, Board President, Bloomington Board of Park Commissioners, an Indiana Municipal Corporation, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be her voluntary act and deed and who stated that any representations contained therein are true.

Witness my hand and Notarial Seal this ____ day of _____, _____.

Signature

Printed

My Commission expires _____.

My Commission number _____.

I am a resident of _____ County.

EXHIBIT "A"

Project: Monroe County Bridge 75
Code: N/A
Parcel: 6 Fee Simple
Tax ID: 53-08-15-300-010.000-009
Form: WD-1

Sheet 1 of 1

A part of the Southwest Quarter of Section 15, Township 8 North, Range 1 West, Monroe County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Commencing at the southwest corner of said section, said southwest corner being designated as point "50" on said plat; thence North 89 degrees 52 minutes 21 seconds East 956.55 feet along the south line of said section to southwest corner of the 0.70-acre tract of land described in Instrument Number 2020009532; thence North 0 degrees 06 minutes 07 seconds East 29.93 feet along the west line of said 0.70-acre tract; thence North 11 degrees 22 minutes 18 seconds East 0.07 feet along the western line of the said 0.70-acre tract to a point on the north boundary of Rhorer Road as established by Instrument Number 2023-011093 and the point of beginning of this description, which point of beginning is designated as point "1814" on said plat: thence North 11 degrees 22 minutes 18 seconds East 30.62 feet along said western line to point "1818" designated on said plat; thence North 89 degrees 52 minutes 21 seconds East 50.45 feet to the northwest corner of the 0.329-acre tract of land described in Instrument Number 2020016217, said northwest corner being designated as point "1819" on said plat; thence South 4 degrees 43 minutes 35 seconds West 30.11 feet along the centerline of Jackson Creek to the north boundary of said Rhorer Road; thence South 89 degrees 52 minutes 21 seconds West 54.00 feet along the boundary of said Rhorer Road to the point of beginning, and containing 0.036 acres, more or less.

This description was prepared for the Board of Commissioners of the County of Monroe, Indiana by Jessica L. Stapleton, Indiana Professional Surveyor, License Number LS20600032, on the 74th day of February, 2025.

Jessica L. Stapleton



EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT
Prepared for the Board of Commissioners of the County of Monroe, Indiana
by: AMERICAN
STRUCTUREPOINT
INC.

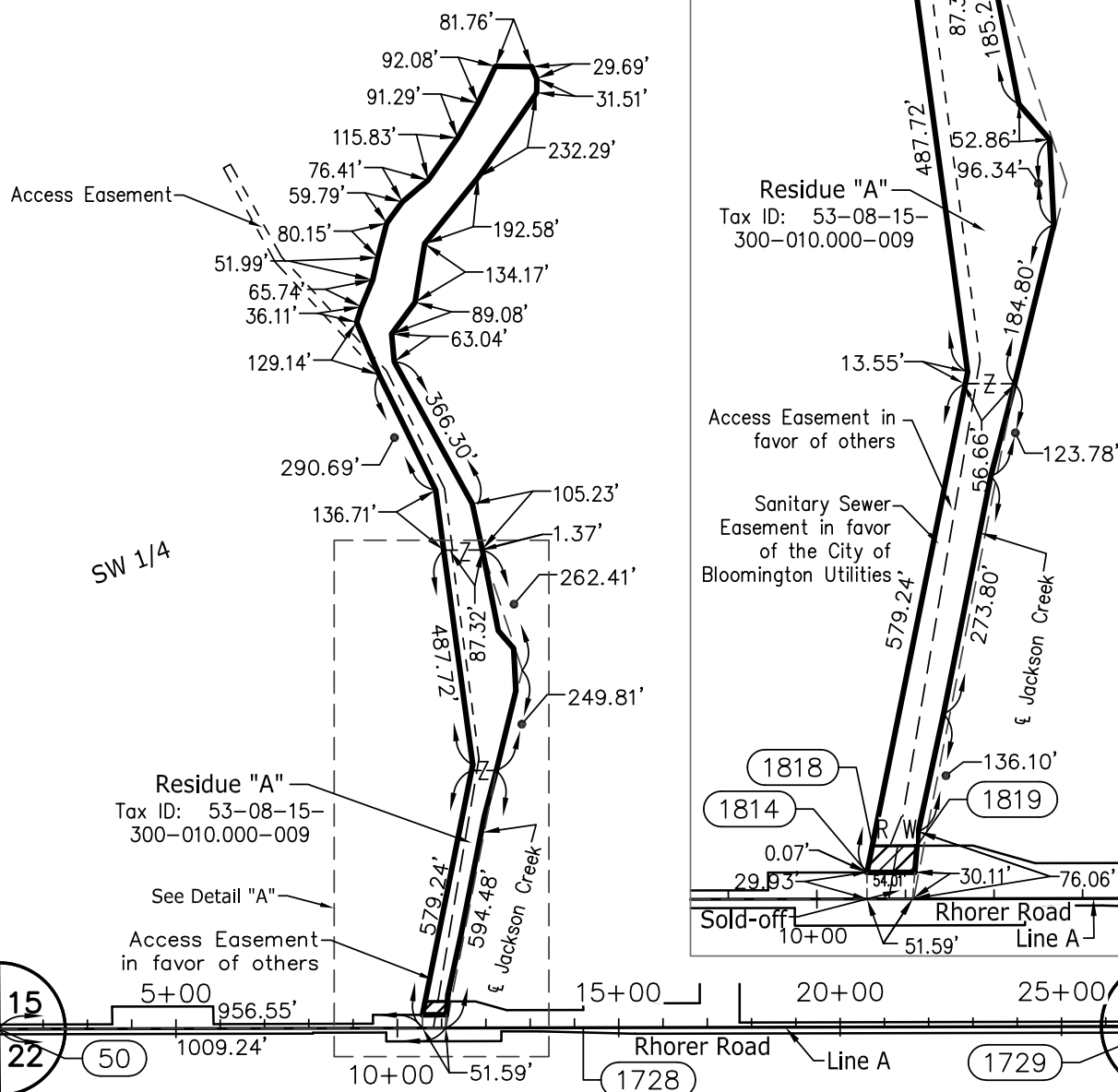
SHEET 1 OF 2

0 200' 400'
SCALE: 1"=400'



16 15
16 15

15



HATCHED AREA IS THE APPROXIMATE TAKING

OWNER: BLOOMINGTON BOARD OF PARK COMMISSIONERS
PARCEL: 6
CODE: N/A
PROJECT: BRIDGE 75
ROAD: RHORER ROAD
COUNTY: MONROE
SECTION: 15
TOWNSHIP: 8 NORTH
RANGE: 1 WEST

DRAWN BY: MAP
CHECKED BY: JLS
DES. NO.: N/A

INSTRUMENT NUMBER 2020009526, DATED JUNE 23, 2020
INSTRUMENT NUMBER 2020009527, DATED JUNE 23, 2020
INSTRUMENT NUMBER 2020009532, DATED JUNE 23, 2020
SELL OFF: INSTRUMENT NUMBER 2023011093, DATED JULY 27, 2023

THIS PLAT WAS PREPARED FROM PUBLIC DOCUMENTS AND NOT CHECKED BY A FIELD SURVEY.

RIGHT-OF-WAY PARCEL PLAT

Prepared for the Board of Commissioners of the County of Monroe, Indiana

by: AMERICAN

STRUCTUREPOINT
INC.

POINT REFERENCE CHART (Feet)

Point	North	East	Station	Offset	CL
50	SEE LOCATION CONTROL ROUTE SURVEY PLAT				
52					
1728					
1729					
1814	180587.9816	783437.7529	+PL (10+56.68)	PL (30') Lt.	A
1818	180617.9951	783443.7893	+PL (10+62.79)	60' Lt.	A
1819	180618.1073	783494.2370	+PL (11+13.24)	PL (60') Lt.	A

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded as Inst. No. 2022012272 in the Office of the Recorder of Monroe County, Indiana, incorporated and made a part hereof by reference, comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12").

Jessica L. Stapleton 2-07-2025
 Jessica L. Stapleton Date
 Professional Surveyor No. LS20600032
 State of Indiana



NOTE: STATIONS AND OFFSETS ARE TO CONTROL OVER NORTH AND EAST COORDINATES.

OWNER:	BLOOMINGTON BOARD OF PARK COMMISSIONERS	DRAWN BY:	MAP
PARCEL:	6	CHECKED BY:	JLS
CODE:	N/A	DES. NO.:	N/A
PROJECT:	BRIDGE 75		
ROAD:	RHORER ROAD		
COUNTY:	MONROE		
SECTION:	15		
TOWNSHIP:	8 NORTH		
RANGE:	1 WEST		

AMERICAN STRUCTUREPOINT, INC PROJECT NO. 2021.02370

THIS PLAT WAS PREPARED FROM PUBLIC DOCUMENTS AND NOT CHECKED BY A FIELD SURVEY.

WARRANTY DEED

Project: Monroe Bridge #75

Parcel: 6

Page: 1 of 2

THIS INDENTURE WITNESSETH, That Bloomington Board of Park Commissioners, an Indiana Municipal Corporation the Grantor(s), of Monroe County, State of Indiana, Convey(s) and Warrant(s) to **the BOARD OF COMMISSIONERS OF MONROE COUNTY in the State of Indiana**, the Grantee, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Monroe, State of Indiana, and which is more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B," both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

As an inducement for the BOARD OF COMMISSIONERS OF MONROE COUNTY in the State of Indiana to close this real estate transaction, the grantor(s) assume(s) and agree(s) to pay all tax liabilities, real estate taxes and assessments on the above described real estate which accrue prior to transfer of title to GRANTEE. This obligation to pay shall survive the said closing and shall be enforceable by the County in the event of any nonpayment.

Grantee Tax Mailing Address:

The Board of Commissioners Monroe County
100 W. Kirkwood Ave., Room 323
Bloomington, IN 47404

Project: Monroe Bridge #75

Parcel: 6

Page: 2 of 2

The undersigned represents and warrants that she is a duly elected officer of the Grantor; that the Grantor is a corporation validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full corporate capacity to convey the real estate interest described; that pursuant to resolution of the board of directors or shareholders of the Grantor or the by-laws of the Grantor she has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that she is therefore, fully authorized and empowered to convey to the Board of Commissioners of Monroe County, Indiana, real estate of the Grantor, and that on the date of execution of said conveyance instruments she had full authority to so act; and that all necessary corporate action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this _____ day
of _____, _____.

GRANTOR: Bloomington Board of Park Commissioners, an Indiana Municipal Corporation

Signature

Kathleen Mills, Board President

Printed Name & Title

STATE OF _____ :
SS:
COUNTY OF _____ :

Before me, a Notary Public in and for said State and County, personally appeared Kathleen Mills, Board President, Bloomington Board of Park Commissioners, an Indiana Municipal Corporation, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be her voluntary act and deed and who stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, _____.

Signature

Printed

My Commission expires _____.

My Commission number _____.

I am a resident of _____ County.

This instrument prepared by Lee Baker, Monroe County Legal Department, 100 W. Kirkwood Ave, Room 220, Bloomington, IN 47404.

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. – Lee Baker

EXHIBIT "A"

Project: Monroe County Bridge 75
Code: N/A
Parcel: 6 Fee Simple
Tax ID: 53-08-15-300-010.000-009
Form: WD-1

Sheet 1 of 1

A part of the Southwest Quarter of Section 15, Township 8 North, Range 1 West, Monroe County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Commencing at the southwest corner of said section, said southwest corner being designated as point "50" on said plat; thence North 89 degrees 52 minutes 21 seconds East 956.55 feet along the south line of said section to southwest corner of the 0.70-acre tract of land described in Instrument Number 2020009532; thence North 0 degrees 06 minutes 07 seconds East 29.93 feet along the west line of said 0.70-acre tract; thence North 11 degrees 22 minutes 18 seconds East 0.07 feet along the western line of the said 0.70-acre tract to a point on the north boundary of Rhorer Road as established by Instrument Number 2023-011093 and the point of beginning of this description, which point of beginning is designated as point "1814" on said plat: thence North 11 degrees 22 minutes 18 seconds East 30.62 feet along said western line to point "1818" designated on said plat; thence North 89 degrees 52 minutes 21 seconds East 50.45 feet to the northwest corner of the 0.329-acre tract of land described in Instrument Number 2020016217, said northwest corner being designated as point "1819" on said plat; thence South 4 degrees 43 minutes 35 seconds West 30.11 feet along the centerline of Jackson Creek to the north boundary of said Rhorer Road; thence South 89 degrees 52 minutes 21 seconds West 54.00 feet along the boundary of said Rhorer Road to the point of beginning, and containing 0.036 acres, more or less.

This description was prepared for the Board of Commissioners of the County of Monroe, Indiana by Jessica L. Stapleton, Indiana Professional Surveyor, License Number LS20600032, on the 74th day of February, 2025.

Jessica L. Stapleton


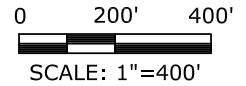


RIGHT-OF-WAY PARCEL PLAT

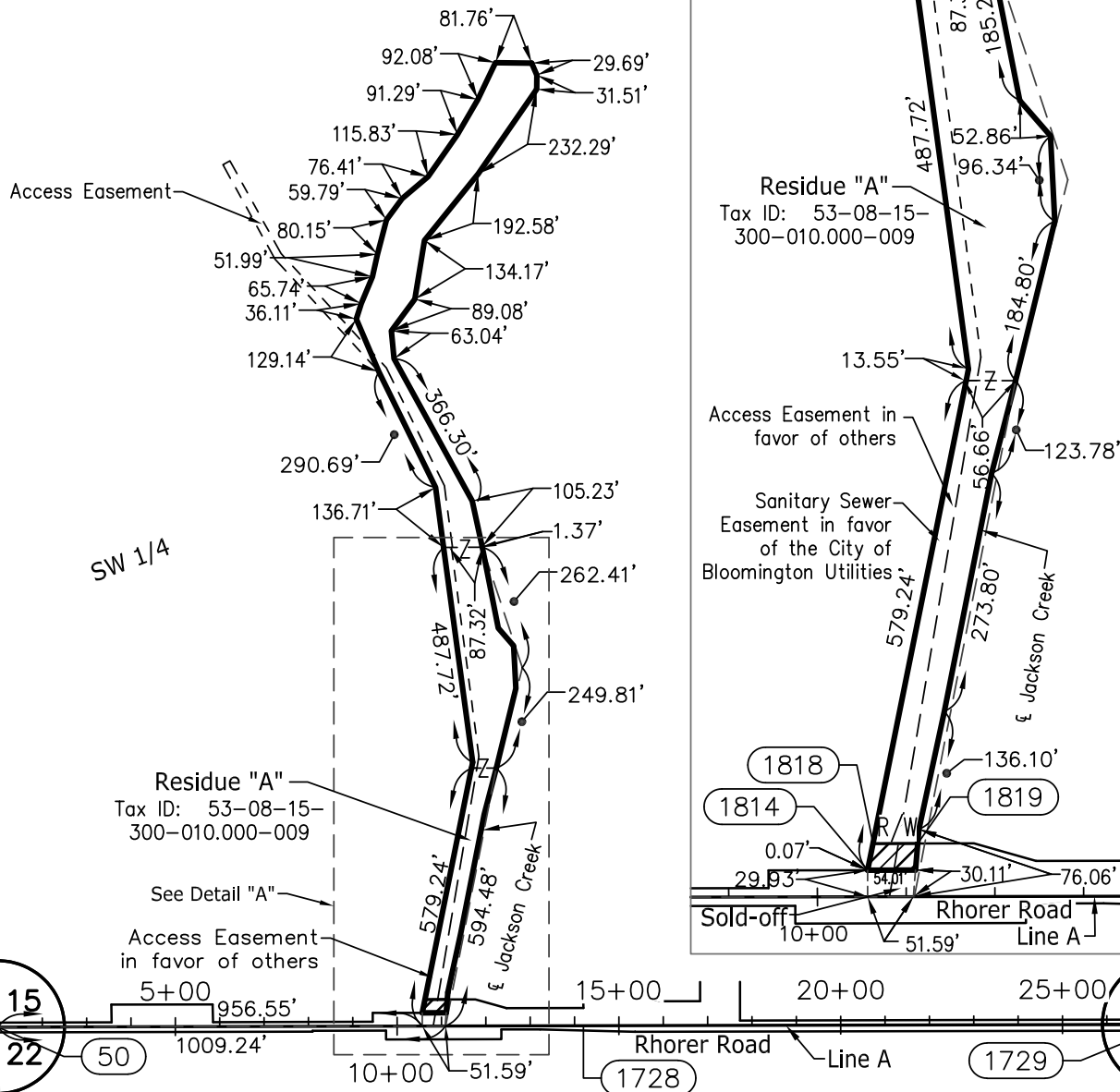
Prepared for the Board of Commissioners of the County of Monroe, Indiana

by: AMERICAN

STRUCTUREPOINT
INC.



A circle divided into four equal quadrants by a vertical and a horizontal line. Each of the four quadrants contains the number 15.



HATCHED AREA IS THE APPROXIMATE TAKING

OWNER:	BLOOMINGTON BOARD OF PARK COMMISSIONERS	DRAWN BY:	MAP
PARCEL:	6	CHECKED BY:	JLS
CODE:	N/A	DES. NO.:	N/A
PROJECT:	BRIDGE 75		
ROAD:	RHORER ROAD		
COUNTY:	MONROE		
SECTION:	15		
TOWNSHIP:	8 NORTH		
RANGE:	1 WEST		

INSTRUMENT NUMBER 2020009526, DATED JUNE 2

INSTRUMENT NUMBER 2020009527, DATED JUNE 2

INSTRUMENT NUMBER 2020009532, DATED JUNE 2

SELL OFF: INSTRUMENT NUMBER 2023011093, DA

INSTRUMENT NUMBER 2020009526, DATED JUNE 23, 2020
INSTRUMENT NUMBER 2020009527, DATED JUNE 23, 2020
INSTRUMENT NUMBER 2020009532, DATED JUNE 23, 2020
SELL OFF: INSTRUMENT NUMBER 2023011093, DATED JULY 27, 2023

THIS PLAT WAS PREPARED FROM PUBLIC DOCUMENTS AND NOT CHECKED BY A FIELD SURVEY.

RIGHT-OF-WAY PARCEL PLAT

Prepared for the Board of Commissioners of the County of Monroe, Indiana

by: AMERICAN

STRUCTUREPOINT
INC.

POINT REFERENCE CHART (Feet)

Point	North	East	Station	Offset	CL
50	SEE LOCATION CONTROL ROUTE SURVEY PLAT				
52					
1728					
1729					
1814	180587.9816	783437.7529	+PL (10+56.68)	PL (30') Lt.	A
1818	180617.9951	783443.7893	+PL (10+62.79)	60' Lt.	A
1819	180618.1073	783494.2370	+PL (11+13.24)	PL (60') Lt.	A

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded as Inst. No. 2022012272 in the Office of the Recorder of Monroe County, Indiana, incorporated and made a part hereof by reference, comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12").

Jessica L. Stapleton 2-07-2025
 Jessica L. Stapleton Date
 Professional Surveyor No. LS20600032
 State of Indiana



NOTE: STATIONS AND OFFSETS ARE TO CONTROL OVER NORTH AND EAST COORDINATES.

OWNER:	BLOOMINGTON BOARD OF PARK COMMISSIONERS	DRAWN BY:	MAP
PARCEL:	6	CHECKED BY:	JLS
CODE:	N/A	DES. NO.:	N/A
PROJECT:	BRIDGE 75		
ROAD:	RHORER ROAD		
COUNTY:	MONROE		
SECTION:	15		
TOWNSHIP:	8 NORTH		
RANGE:	1 WEST		

AMERICAN STRUCTUREPOINT, INC PROJECT NO. 2021.02370

THIS PLAT WAS PREPARED FROM PUBLIC DOCUMENTS AND NOT CHECKED BY A FIELD SURVEY.