



AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, March 25, 2025, 4pm-5:30pm
Council Chambers, 401 N Morton St, Bloomington, IN
Zoom

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

A1	Approval of Minutes of February 27, 2025 Regular Meeting	
A2	Approval of Claims Submitted February 28th through March 24th, 2025	
A3	Approval of Non-Reverting Budget Amendments	
A4	Review of Business Reports	
A5	Review/Approval of Credit Card Refunds	
A6	Approval of Surplus	
A7	Approval of Agreement with Oscar's Contracting for Griffy Lake restroom roof repairs	Heidi Shoemaker
A8	Approval of Agreement with MSI for 2025 Farmers' Market security	Clarence Boone
A9	Approval of Service Agreement with Next Bite, LLC for TLRC services	Daren Eads
A10	Approval of Partnership with Bloomington Pickleball Club for 2025	Satoshi Kido
A11	Approval of Partnership Renewal with Cicada Cinema	Crystal Ritter
A12	Approval of Partnership Renewal with Monroe County Civic Theater	Crystal Ritter
A13	Approval of Service Agreement with Sunset Hill Fence	Mark Marotz

B. PUBLIC HEARINGS/APPEARANCES

B1	Bravo Award – Paul Howatt and Annelies Stoelinga	Emily Buuck
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C. OTHER BUSINESS

C1	Approval of General Fund Budget Updates for 2025	Tim Street
C2	Approval of Agreement with B&L Sheet Metal and Roofing for roof repair at Project School	Tim Street
C3	Approval of Agreement with Oscar's Contracting for Bryan Park shelter roof replacements	Mark Marotz
C4	Approval of MOU with Bloomington Montessori School for Winslow Woods tree planting	Joanna Sparks
C5	Approval of Alcohol Permit for Lotus in the Park	Hsiung Marler
C6	Approval of Agreement with Tennis Tech for Winslow Sports tennis court resurfacing	Satoshi Kido
C7	Approval of Agreement with Spear for 2025 aquatics facility repairs	Satoshi Kido
C8	Approval of Agreement with Native View for Bicentennial Tree Planting Round 3	Haskell Smith
C9	Approval of Agreement with Indiana University Bloomington Urban Forestry Research Group for Bicentennial Tree planting surveying	Haskell Smith
C10	Approval of Agreement with CanopyBloomington for Tree Tenders program	Haskell Smith
C11	Approval of Policy #13270 – Urban Forestry Principles and Reporting	Haskell Smith
C12	Approval of Urban Forestry Quarterly Risk Report	Haskell Smith
C13	Approval of Updates to Policies #2030, #6100, #9050, #13040, #13110	Leslie Brinson
C14	Approval of Policy #13260 – Cemetery Procedures and Guidelines and Elimination of Policy 13200 – Cemetery Decorations	Amy Leyenbeck

D. REPORTS

D1	Community Events 2025 Season Preview	Leslie Brinson
D2	Presentation of Draft 2024 Annual Report	Julie Ramey

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:

Board packets/reports are available to the public by contacting the Department at 349-3700.

Join Zoom Meeting

<https://bloomington.zoom.us/j/87595006535?pwd=0VoaXklM2Ied5bu7w6UITGv7llex9q.1>

Meeting ID: 875 9500 6535

Passcode: 472288

One tap mobile

+13052241968,,87595006535# US

+13092053325,,87595006535# US

Find your local number: <https://bloomington.zoom.us/u/kN8PX0ssN>



A-1 March 2025

Minutes

City of Bloomington Board of Park Commissioners
 Regular Meeting: Thursday, February 25, 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 5:02pm
 Present: Kathleen Mills, Ellen Rodkey, Jim Whitlatch and Israel Herrera

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
A-8	Approval of MOU with ITS for SYP Stage Rewiring
A-9	Approval of Template Agreement for A Fair of the Arts
A-10	Approval of Template Agreement for Performance & Entertainment activities
A-11	Approval of Template Agreement for Concessions
A-12	Approval of Template Agreements for Farmers' Market vendors
A-13	Approval of Template Agreements for Farmers' Market food and beverage artisans
A-14	Approval of Service Agreement with KingSnake Sound Company
A-15	Approval of Agreement with KCI for invasive plant removal
<i>Ellen Rodkey made a motion to approve the Consent Calendar. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 4-0.</i>	

B. PUBLIC HEARINGS/APPEARANCES

B-1	<p><u>Emily Buuck, Community Relations Coordinator</u> presented Eve Cusack with the February Bravo Award. Eve was an outstanding volunteer with the Adopt-a-Greenspace program, primarily at Clear Creek Trail. Eve had brought in many volunteers to help remove invasive species. Eve helped to start an urban forest in our greenspaces by learning the full cycle of collecting and planting acorns. Staff was grateful Eve was part of the team.</p> <p>Eve thanked the Board and staff. The work was rewarding. The Board thank Eve for her time and volunteer hours.</p>
B-2	<u>Ella Thompson, Urban Greenspace Intern</u> was a senior at Indiana University – Parks, Recreation, and the Outdoors. Ella hoped to learn more about parks administration and learn what types of jobs she would like to do after graduation.
B-3	Lukas Redmond, Urban Greenspace Intern was a senior at Indianan University majored in Parks Recreation, and the Outdoors, and minored in Public Health. Lukas focus was to learn how nature and parks played a role in human health outcomes.
B-4	Emerson Wells, Urban Greenspace Fellow was in second semester MSES/MPA dual-degree candidate with Paul H. O'Neill Leadership Program. Emerson looked forward to developing stormwater management plans and supporting existing programs.

C. OTHER BUSINESS

C-1	<u>Daren Eads, Sports Facility Coordinator</u> presented the agreement with City Glass. Staff wished to keep facilities in good working condition, and required a professional contractor to provide glass,
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	<p>mirror, and door repair services on an as needed basis throughout 2025. Staff recommended approval of the contract with City Glass, in an amount not to exceed \$6,000. Funding source would be from various Parks General Fund and Twin Lakes Non-Reverting Fund.</p> <p>BOARD COMMENTS: <u>Jim Whitlatch inquired:</u> how it was determined what agenda items were listed on the Consent Calendar Agenda. <u>Tim Street, Director responded:</u> agenda items under \$5,000 were included on the Consent Calendar. The City recently changed the competitive quoting requirements from \$5,000 to \$25,000. The Consent Calendar agenda would need to be assessed, and revisited later in the year.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with City Glass. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 4-0.</i></p>
C-2	<p><u>Crystal Ritter, Community Events Coordinator</u> staff wished to provide the community with various types of entertainment throughout the 2025 season, and recommended approval of the Parks Noise Permit, which would allow for amplification of music and sound at those programs.</p> <p>BOARD COMMENTS: <u>Kathleen Mills inquired:</u> if the list was longer than previous years. <u>Crystal Ritter responded:</u> the list was longer due to the new Hopewell Commons Park, and additional events were listed in case changes were made to those events that would include entertainment or amplified sound.</p> <p><i>Ellen Rodkey made a motion to approve the Parks Noise Permit for 2025 Events. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 4-0.</i></p>
C-3	<p><u>Joanna Sparks, Urban Greenspace Manager</u> presented the Agreement with Eco Logic. To continue to maintain greenspaces, staff wished to have Eco Logic perform follow up vegetation management activities on previous work they performed at three properties, Miller-Showers Park (MSP), Rogers Family Park (RFP) and Switchyard Park (SYP). The MSP project would be the seventh year they would perform vegetation management activities since implementing the 10 Year Management Plan initiated in 2018. The RFP project would be a continuation of new prairie installation and maintenance begun in 2021. The SYP project would be a continuation of maintenance services for the riparian/reforestation and wetland basin plantings begun in 2018. Staff recommended approval of the contract with Eco Logic, in an amount not to exceed \$64,687.07. Funding would be from Urban Greenspace General Fund.</p> <p>BOARD COMMENTS: <u>Jim Whitlatch inquired:</u> if the Bradford Pear was the pear tree we've been removing. Poison Ivy was also listed. Where there any redeeming qualities to the plant. <u>Joanna Sparks responded:</u> yes, the Bradford Pear was a tree we had been removing, and it was a very invasive species. If Poison Ivy was allowed to vine, it was able to flower and produce fruit which was highly nutritious, and a valuable winter food source for birds. Internally it's was managed if it would come in contact with people, otherwise it is left to grow.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Eco Logic for invasive management services. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 4-0.</i></p>
C-4	<p><u>Cody Martin, Sports/Facility Coordinator</u> presented the partnership with Monroe County Senior League Baseball. Bloomington Parks and Recreation Department and Monroe County Senior League Baseball association (MCSLBA) wished to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that were designed to meet the needs of teenagers and adults in the community and promote health and well-being through participation in cooperative and competitive recreational baseball programs. Staff recommended approval of the partnership with MCSLBA. Estimated revenue from the partnership would be approximately \$4,000.</p> <p>BOARD COMMENTS: <u>Jim Whitlatch inquired:</u> how many participants were in the program. <u>Cody Martin responded:</u> there were approximately 80 participants.</p> <p><i>Ellen Rodkey made a motion to approve the partnership with Monroe County Senior League Baseball Association. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 4-0.</i></p>
C-5	<p><u>Leslie Brinson, Recreation Services General Manger</u> presented the proposed policies changes. The</p>

	<p>Bloomington Parks and Recreation Department used the Policy Manual as a way to guide processes and procedures related to staffing, facilities, programing and more. Due to the new Risk Management/Emergency Plan, staff recommended the elimination of six policies. To meet the changes to processes and procedures, staff recommended updates to five policies.</p> <p>BOARD COMMENTS: <i>Kathleen Mills inquired:</i> if we let people know what sites they cannot use metal detectors. <i>Leslie Brinson responded:</i> there were no on-site signage, but would be one of the forward facing policies that would be included in the external policy manual. <i>Tim Street Director commented:</i> Parks policies were being eliminated, if there was a City policy for the same thing, and we would just refer to the City policy. A lot of things were moved to the Risk Management Manual so it would be in one place and not competing with other policies.</p> <p><i>Ellen Rodkey made a motion to approve the policy updates to #2180 #6010 #6020 #6050 #6070 #6080 #7150 #10090 #13160 #13240 and #1325. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 4-0.</i></p>
C-6	<p><i>Leslie Brinson, Recreation Services General Manger</i> presented the Risk Management and Emergency Plan. Staff wished to centralize the risk and emergency procedures followed by all Parks and Recreation staff members. The newly developed Rick Management and Emergency Plan combined several policies, facility manuals, and general procedures concerning all aspects of risk and emergency management into one document. Staff recommended approval of the Risk Management and Emergency Plan.</p> <p><i>Ellen Rodkey made a motion to approve the Management Emergency Plan. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 4-0.</i></p>
C-7	<p><i>Rebecca Swift, Operations & Development Division Director</i> presented the agreement with Centerstone. Bloomington Parks and Recreation Department, City of Bloomington Public Works, and Centerstone wished to cooperate as part of an employment program to support the Brighten Bloomington maintenance and beautification efforts citywide. Centerstone would provide work crews to perform tasks related to cleaning and maintaining park properties, which included Switchyard Park, Seminary Park, Hopewell Commons, People's Park, Butler Park, Building Trades Park, and Waldron Hill and Buskirk Park. Staff recommended approval of the agreement with Centerstone in an amount not to exceed \$519,000. Funding source would be \$371,000 from Public Works, and \$148,000 from Switchyard Parks and Operations General Fund.</p> <p>BOARD COMMENTS: <i>Kathleen Mills inquired:</i> if additional terms had been included. <i>Rebecca Swift responded:</i> yes, Centerstone had to provide a bottom line of what it would cost them, it was put back on Centerstone not on Parks employees to provide supplies. Centerstone was hired to provide a service, and the cost of the supplies they needed would go through the Centerstone. The type of work being done, had not changed.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Centerstone. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 4-0.</i></p>
C-8	<p><i>Rebecca Swift, Operations & Development Division Director</i> presented the agreement with Everywhere Signs. Staff wished to have banners installed at the Hopewell Commons prior to the grand opening ceremony. The services of a professional contractor were required to: 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; light poles to be identified by Department. Install banners on banner brackets, including zip ties where needed to keep the banners in place. Staff recommended approval of the contract with Everywhere signs, in an amount not to exceed \$6,000. Funding source would be from Hopewell General fund</p> <p>BOARD COMMENTS: <i>Ellen Rodkey inquired:</i> what would the banners be like. <i>Rebecca Swift responded:</i> they would hang off the side, and move a little bit with the wind. They would say Hopewell Commons, or something about Hopewell, with some color branding. There were not tag lines or catch phrases.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Everywhere Signs. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 4-0.</i></p>

C-9	<p><u>Rebecca Swift, Operations & Development Division Director</u> presented the agreement with Kurdziel Barker Engineering. Staff wished to accept a 1.1 acre parcel donation near the Southern Meadows development and the Bloomington Rail Trail. The parcel included a multi-span beam bridge that once carried railroad traffic and had been repurposed as a pedestrian bridge. As part of the property acquisition, a bridge inspection was required to assess the bridge's condition and identify areas that necessitate repair to ensure that it was safe for the public. KB Engineering specialized in bridge inspections and would provide a summary report along with rehabilitation recommendations where warranted. Staff recommended approval of the agreement with Kurdziel Barker Engineering, in an amount not to exceed \$7,200. Funding source would be from Operations General Fund.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Kurdziel Barker Engineering. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 4-0.</i></p>
C-10	<p>Kevin Tunesvick, Senior Ecologist, Eco Logic LLC presentation the 2024 Griffy Lake Nature Preserve Deer Browse Study Results.</p> <ul style="list-style-type: none"> ■ Small improvements in the metrics resumed in 2024 ■ While browse had moderated since the culls began, browse remained locally heavy on favored species. Saplings such as ash show little browse pressure ■ Woody plant growth rate were affected by dry soils from recent summer flash droughts independent of deer browse. ■ Solomons Seal Height increased but is less than its peak in 2022 ■ Jack-in-the-pulpit height increased to its highest level during the survey ■ The browse was heaviest in the Griffy Creek valley upstream from the reservoir in areas where invasive privet provides abundant winter browse ■ Deer both benefited from and spread invasive species ■ Both issues needed to be tackled to prevent further degradation of the park <p>BOARD COMMENTS: <u>Kathleen Mills inquired:</u> on efficacy of the deer cull. <u>Kevin Tunesvick responded:</u> the amount of deer being taken, seemed to be the same as the amount of fawns being born, deer numbers were staying the same.</p> <p>The Board and Kevin Tunesvick had a discussion on the best way to capture and report the data.</p> <p><u>Heidi Shoemaker, Natural Resources Programmer</u> presented the agreement with Eco Logic. To determine if deer hunts were effective in reducing the effects on the vegetation at Griffy Lake Nature Preserve, staff wished to have Eco Logic continue with deer browse monitoring. The proposal would continue monitoring on 12 transects to document the effects on spring herbaceous vegetation in 2025. The results would be compared to previous years' data to determine whether there had been a decline, increase, or little change in the amount of browse. Data analysis would include graphs of trends and a brief annual summary as presented with the 2020-2024 data.</p> <p><i>Ellen Rodkey made a motion to approve the agreement with Eco Logic for 2024 Deer Browse Monitoring. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 4-0.</i></p>
C-11	<p><u>Chris Hamric, Facility Manager</u> presented the proposed 2025 Aquatic Facility Fees. To assist with financial sustainability, and remain accessible to the public, staff wished to set pool fees to the following; General Admission- \$7.00, Twilight Admission (5-7pm M-Th) (new) - \$4.00, Economy 20 Punch Pass - \$100.00, Individual Season Pass - \$90.00, Lap Swim Time (before opening) (new) - \$5.00, and Fourth of July Admission – Free. The “Stay Cool Bloomington” free admission days would return on Fridays, Saturdays, and Sundays throughout the season, when the AccuWeather “RealFeel” temperature forecasted to be 90 degrees or higher. Staff recommended approval of the 2025 Aquatic Facility Fees.</p> <p>BOARD COMMENTS: <u>Kathleen Mills inquired:</u> about the staffing and lanes for the lap time in the mornings. <u>Chris Hamrick responded:</u> staffing would be split between swim instruction and lap time, so there should not be any issues. Staff was working on how to do the lanes. <u>Ellen Rodkey inquired:</u> how many full day rentals had been reserved in 2024. <u>Chris Hamrick responded:</u> zero, with the exception of the 4th of July, facility rentals were usually in the evenings. Non-Reverting Fees would remain the same as those in 2024. There would no longer be “Out of City” fees, all fees would be the same for everyone. <u>Jim Whitlatch inquired:</u> on the Stay Cool Bloomington Days. <u>Chris Hamrick responded:</u> in 2024 the program was available throughout the week. In order to maintain the funding</p>

	<p>throughout 2025 season it would only be available on Friday, Saturday and Sunday. Staff would track entrance on those days, and charge ESD for eligible fees. Staff anticipated there would be fewer free days. Keeping it on weekends, would assist with staffing, and be would allow the program to be offered during the full season.</p> <p><i>Ellen Rodkey made a motion to approve the 2025 Aquatic Facility Fees. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 4-0.</i></p>
C-12	<p><u>Satoshi Kido, Sport Division Director</u> presented the proposed policy changes. To meet the requirements of the current Fee Waiver program, staff recommended approval of the updates to Fee Waiver Policy #11110. To ensure swimming pools remained accessible to all members of the community, pool fee waivers would be available for youth under the age of 18 years who lived 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 were available online and from the Parks and Recreation main office. The Aquatics Facility/Program Manager maintained current lists of pool fee waiver recipients at each pool. Up to two designated adult supervisors at least 18 years old would be able to enter the pool for free with qualifying youth.</p> <p><i>Ellen Rodkey made a motion to approve the updated Fee Waiver Policy #11110. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 4-0.</i></p>
C-13	<p><u>Chris Hamric, Facility Manger</u> presented the partnership. Staff wished to allow Pathways (formerly Monroe County United Ministries) access to Mills pool, prior to normal operating hours at a discounted rate. The purpose of the agreement was for the Department to allow Pathways limited use of Mills Swimming Pool for Pathway's morning preschool childcare program. Pathway's would track attendance and provide payment at the end of the season.</p> <p><u>BOARD COMMENTS:</u> <u>Ellen Rodkey inquired</u>, on the days and time Pathway would use the pool. <u>Chris Hamrick respond</u> Tuesday, Wednesday, and Thursdays before the pool opened.</p> <p><i>Ellen Rodkey made a motion to approve the Partnership with Pathways for 2025 pool usage. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 4-0.</i></p>
C-14	<p><u>Chris Hamric, Facility Manger</u> presented the proposed Frank Southern Ice Arena fees for the 2025-2026 Season. To best serve the community at Frank Southern Ice Arena, staff wished to set the following fees; rink rental per hour/\$260, House Hockey all levels \$85.00, public skating \$7.00, Skate Rental \$3.00, Try Hockey Day Free (new), Try Figure Skating Day Free (new), summer rental per hour \$50 (new), summer drop-in \$10.00 (new). To be more financially responsible, staff were developing summer rentals and summer drop-in hours. Staff recommended approval of the fee requests.</p> <p><u>BOARD COMMENTS:</u> <u>Ellen Rodkey inquired</u>: what hours would Frank Southern be opened during the summer. <u>Chris Hamrick respond</u>: plans were still being developed for summer drop-ins and summer rentals.</p> <p><i>Ellen Rodkey made a motion to approve the fee updates for Frank Southern Center. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 4-0.</i></p>
C-15	<p><u>Tim Street, Director</u> presented the ROW Dedication for Rhorer Road. Parks and Recreation wished to dedicate .0036 acres of property to the County as right-of-way along Rhorer Rd to facilitate utility relocations for a bridge replacement. The dedication would not affect park responsibilities or operations of the Jackson Creek Trail in that area. Staff recommended approval of the dedication.</p> <p><i>Ellen Rodkey made a motion to approve the ROW dedication for Rhorer Road. Jim Whitlatch seconded the motion. Vote taken: motions unanimously carried 4-0.</i></p>

D.REPORTS - None

E. PUBLIC COMMENT

Kathleen Mills opened the floor to public comments.

The Board received comments from a Bloomington Parks Bike Polo Club representative, regarding the importance of multi-use courts.

Tim Street, Director gave a department update.

Policies continue to be updated, and staff continue to prepare for Accreditation Visit.

Beginning to use new DocuSign process for contracts and agreements

Performing Arts Series was full

Staff were kicking off Master Plan efforts with focus groups in April

Many events would be happening throughout March

Hopewell Commons grand opening – April 23rd

Next Park Board Meeting March 25th at 4pm

ADJOURNMENT

Meeting was adjourned at 6:32 p.m.

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/7/2025	Payroll				188,131.64
					<u>188,131.64</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 188,131.64

Dated this ____ day of _____ year of 20____.

_____	_____	_____
_____	_____	_____

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

Fiscal Officer _____

REGISTER OF CLAIMS
Board of Park Commissioners Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
03/14/25	Claims				\$106,463.80
					<u>\$106,463.80</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 \$106,463.80 3/14/2025

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_____



Board of Park Commissioners Claim Register

Invoice Date Range 03/01/25 - 03/14/25

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										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YWN-CF6G- CDRV	18-(1) Wireless Mouse for Kim Clapp & (1) 2pk of Plan Organizer	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	104.78
Account 52110 - Office Supplies Totals										Invoice Transactions 1
										<u>\$104.78</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2873273216180 225	06-Unlim'td LTE Laptp/Hotsp-1/12- 02/11/25- 287327321618X021920 25	Paid by Check # 79818		03/05/2025	03/05/2025	03/05/2025		03/05/2025	410.12
13969 - AT&T Mobility II, LLC	2872974211320 225	06-cell phone chgs 01/12/25-02/11/25- Inv. 287297421132X021920 25	Paid by Check # 79817		03/05/2025	03/05/2025	03/05/2025		03/05/2025	70.34
Account 53210 - Telephone Totals										Invoice Transactions 2
Program 181000 - Administration Totals										Invoice Transactions 3
										<u>\$480.46</u>
										<u>\$585.24</u>
Program 181100 - Marketing										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320 225	06-cell phone chgs 01/12/25-02/11/25- Inv. 287297421132X021920 25	Paid by Check # 79817		03/05/2025	03/05/2025	03/05/2025		03/05/2025	70.34
Account 53210 - Telephone Totals										Invoice Transactions 1
										<u>\$70.34</u>
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	43946M	18-Kid City 2025 postcard registration opening #4000	Paid by EFT # 64358		03/04/2025	03/04/2025	03/14/2025		03/14/2025	891.25
Account 53310 - Printing Totals										Invoice Transactions 1
										<u>\$891.25</u>
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006975169	18-Feb 2025 display ads and legal notice for Tree Canopy Repl	Paid by EFT # 64415		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,229.24
5954 - The Greater Bloomington Chamber Of Commerce, INC	153084	18-B2B member email marketing for Adult Winter Recess	Paid by EFT # 64520		03/04/2025	03/04/2025	03/14/2025		03/14/2025	400.00
Account 53320 - Advertising Totals										Invoice Transactions 2
Program 181100 - Marketing Totals										Invoice Transactions 4
										<u>\$1,629.24</u>
										<u>\$2,590.83</u>



Board of Park Commissioners Claim Register

Invoice Date Range 03/01/25 - 03/14/25

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 182001 - Aquatics - Bryan Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	10578426	18-AQ CO2 & Argon/5 year lease-February 13 2025-February 12 2025	Paid by EFT # 64427		03/04/2025	03/04/2025	03/14/2025		03/14/2025	221.86
Account 52220 - Agricultural Supplies Totals										Invoice Transactions 1
										<u>\$221.86</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320 225	06-cell phone chgs 01/12/25-02/11/25-Inv. 287297421132X021920 25	Paid by Check # 79817		03/05/2025	03/05/2025	03/05/2025		03/05/2025	29.24
Account 53210 - Telephone Totals										Invoice Transactions 1
										<u>\$29.24</u>
Account 53510 - Electrical Services										
223 - Duke Energy	030525-ParkDukeB	18-Parks Electricity Charges January - February	Paid by Check # 79822		03/05/2025	03/05/2025	03/05/2025		03/05/2025	348.28
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										<u>\$348.28</u>
Account 53910 - Dues and Subscriptions										
199 - Monroe County Government	BPPool 2025	18-BPP Health Department Pool Permit 2025	Paid by Check # 79843		03/04/2025	03/04/2025	03/14/2025		03/14/2025	500.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										<u>\$500.00</u>
Account 53990 - Other Services and Charges										
5185 - WhenToWork, LLC	87197488-100-6-P	18-AQ Scheduling Software-6 month Pro Plan-beginning 5/1/25	Paid by Check # 79850		03/04/2025	03/04/2025	03/14/2025		03/14/2025	330.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 182001 - Aquatics - Bryan Pool Totals										<u>\$330.00</u>
										<u>\$1,429.38</u>
Program 182002 - Aquatics - Mills Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	10578426	18-AQ CO2 & Argon/5 year lease-February 13 2025-February 12 2025	Paid by EFT # 64427		03/04/2025	03/04/2025	03/14/2025		03/14/2025	95.09
Account 52220 - Agricultural Supplies Totals										Invoice Transactions 1
										<u>\$95.09</u>
Account 53510 - Electrical Services										
223 - Duke Energy	030525-ParkDukeC	18-Parks Electricity Charges January - February	Paid by Check # 79824		03/05/2025	03/05/2025	03/05/2025		03/05/2025	21.26
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										<u>\$21.26</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182002 - Aquatics - Mills Pool										
Account 53910 - Dues and Subscriptions										
199 - Monroe County Government	MillsPool 2025	18-Mills Pool Health Department Pool Permit 2025	Paid by Check # 79844		03/04/2025	03/04/2025	03/14/2025		03/14/2025	250.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										<u>\$250.00</u>
Account 53990 - Other Services and Charges										
5185 - WhenToWork, LLC	87197488-100-6-P	18-AQ Scheduling Software-6 month Pro Plan-beginning 5/1/25	Paid by Check # 79850		03/04/2025	03/04/2025	03/14/2025		03/14/2025	330.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
Program 182002 - Aquatics - Mills Pool Totals										<u>\$330.00</u>
										Invoice Transactions 4
										<u>\$696.35</u>
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3174372132	18-FSC Zam Propane 2 -18-25	Paid by EFT # 64364		03/04/2025	03/04/2025	03/14/2025		03/14/2025	158.47
2708 - AmeriGas Propane, LP	3174640429	18-FSC Zam Propane 2 -25-25	Paid by EFT # 64364		03/04/2025	03/04/2025	03/14/2025		03/14/2025	148.95
Account 52240 - Fuel and Oil Totals										Invoice Transactions 2
										<u>\$307.42</u>
Account 53510 - Electrical Services										
223 - Duke Energy	030525-ParkDukeA	18-Parks Electricity Charges January - February	Paid by Check # 79823		03/05/2025	03/05/2025	03/05/2025		03/05/2025	7,690.81
Account 53510 - Electrical Services Totals										Invoice Transactions 1
										<u>\$7,690.81</u>
Account 53630 - Machinery and Equipment Repairs										
321 - Harrell Fish, INC (HFI)	ZW23207	18-FSC Water heater inspection & replacement of ignitor-SA-12/24	Paid by EFT # 64420		03/04/2025	03/04/2025	03/14/2025		03/14/2025	252.00
Account 53630 - Machinery and Equipment Repairs Totals										Invoice Transactions 1
										<u>\$252.00</u>
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6903	18-FSC Cleaning (SA) February 2025	Paid by EFT # 64404		03/04/2025	03/04/2025	03/14/2025		03/14/2025	400.00
53657 - Plymate, INC	3322542	18-FSC Rug cleaning (SA) 2-18-25	Paid by EFT # 64488		03/04/2025	03/04/2025	03/14/2025		03/14/2025	70.73
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 2
										<u>\$470.73</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53990 - Other Services and Charges										
9501 - CTM Services, INC	7748	18- Zamboni Rental FSC - March 2025	Paid by EFT # 64398		03/04/2025	03/04/2025	03/14/2025		03/14/2025	2,950.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$2,950.00
Program 182500 - Frank Southern Center Totals								Invoice Transactions	7	\$11,670.96
Program 183500 - Golf Services										
Account 52230 - Garage and Motor Supplies										
6410 - R&R Products, INC	CD2993277	18 - Cascades Bearings, rollers for greens mower	Paid by EFT # 64493		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,367.40
Account 52230 - Garage and Motor Supplies Totals								Invoice Transactions	1	\$1,367.40
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	799425	18-ice melt	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	85.96
8658 - Kleindorfer's Hardware LLC	799220	18-air hose, 25 ft power cord	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	30.98
8658 - Kleindorfer's Hardware LLC	782256	18 - Cascades Nuts and Bolts	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	7.20
6262 - Koenig Equipment, INC	P49029	18 - Cascades Filter element and cover	Paid by EFT # 64448		03/04/2025	03/04/2025	03/14/2025		03/14/2025	39.31
786 - Richard's Small Engine, INC	568176	18 - Cascades Chainsaw parts - semi chisel long top	Paid by EFT # 64495		03/04/2025	03/04/2025	03/14/2025		03/14/2025	19.84
786 - Richard's Small Engine, INC	568417	18 - Cascades Chainsaw parts, fuel pump kit	Paid by EFT # 64495		03/04/2025	03/04/2025	03/14/2025		03/14/2025	274.91
786 - Richard's Small Engine, INC	568626	18 - Cascades Chainsaw, earplugs, safety glasses	Paid by EFT # 64495		03/04/2025	03/04/2025	03/14/2025		03/14/2025	455.88
Account 52420 - Other Supplies Totals								Invoice Transactions	7	\$914.08
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320 225	06-cell phone chgs 01/12/25-02/11/25- Inv. 287297421132X021920 25	Paid by Check # 79817		03/05/2025	03/05/2025	03/05/2025		03/05/2025	29.24
Account 53210 - Telephone Totals								Invoice Transactions	1	\$29.24



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53510 - Electrical Services										
223 - Duke Energy	030525-ParkDukeA	18-Parks Electricity Charges January - February	Paid by Check # 79823		03/05/2025	03/05/2025	03/05/2025		03/05/2025	679.62
223 - Duke Energy	030525-ParkDukeB	18-Parks Electricity Charges January - February	Paid by Check # 79822		03/05/2025	03/05/2025	03/05/2025		03/05/2025	65.49
Account 53510 - Electrical Services Totals							Invoice Transactions		2	<hr/> \$745.11
Program 183500 - Golf Services Totals							Invoice Transactions		11	<hr/> \$3,055.83
Program 184000 - Natural Resources										
Account 52220 - Agricultural Supplies										
52948 - Mays Greenhouse, LLC	35568	18 - (8) houseplants for DIY jar ecosystems	Paid by EFT # 64458		03/04/2025	03/04/2025	03/14/2025		03/14/2025	27.92
Account 52220 - Agricultural Supplies Totals							Invoice Transactions		1	<hr/> \$27.92
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	032953	18 - fake maple syrup for maple syrup made easy program	Paid by Check # 79840		03/04/2025	03/04/2025	03/14/2025		03/14/2025	2.99
3560 - First Financial Bank / Credit Cards	00281525	18- Beaver Tails McKenzie Taxidermy	Edit		03/12/2025	03/12/2025	03/12/2025			139.79
Account 52420 - Other Supplies Totals							Invoice Transactions		2	<hr/> \$142.78
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	2.6.25	18- Hotel National Assoc Interpretation . Conference Shoemaker	Edit		03/12/2025	03/12/2025	03/12/2025			292.12
3560 - First Financial Bank / Credit Cards	988993	18- Registration for National Interpretation Conference Shoemake	Edit		03/12/2025	03/12/2025	03/12/2025			475.00
Account 53160 - Instruction Totals							Invoice Transactions		2	<hr/> \$767.12
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320225	06-cell phone chgs 01/12/25-02/11/25-Inv. 287297421132X02192025	Paid by Check # 79817		03/05/2025	03/05/2025	03/05/2025		03/05/2025	111.44
Account 53210 - Telephone Totals							Invoice Transactions		1	<hr/> \$111.44
Account 53510 - Electrical Services										
223 - Duke Energy	030525-ParkDukeB	18-Parks Electricity Charges January - February	Paid by Check # 79822		03/05/2025	03/05/2025	03/05/2025		03/05/2025	34.82
Account 53510 - Electrical Services Totals							Invoice Transactions		1	<hr/> \$34.82
Program 184000 - Natural Resources Totals							Invoice Transactions		7	<hr/> \$1,084.08



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 184500 - Youth Services -Juke Box										
Account 53510 - Electrical Services										
223 - Duke Energy	030525-ParkDukeA	18-Parks Electricity Charges January - February	Paid by Check # 79823		03/05/2025	03/05/2025	03/05/2025		03/05/2025	261.55
Account 53510 - Electrical Services Totals							Invoice Transactions	1		<u>\$261.55</u>
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions	1		<u>\$261.55</u>
Program 184501 - Youth Services-Kid City Camps										
Account 53990 - Other Services and Charges										
818 - Everywhere Signs, LLC	64716	18-wrap for AJB/Kid City accessible van	Paid by EFT # 64410		03/04/2025	03/04/2025	03/14/2025		03/14/2025	4,000.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		<u>\$4,000.00</u>
Program 184501 - Youth Services-Kid City Camps Totals							Invoice Transactions	1		<u>\$4,000.00</u>
Program 186500 - Community Events										
Account 52340 - Other Repairs and Maintenance										
536 - Chris Ramsey (KingSnake Sound Company)	140764	18- Shipping costs for amplifier returned to Peavey Electronics	Paid by EFT # 64494		03/04/2025	03/04/2025	03/14/2025		03/14/2025	40.00
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions	1		<u>\$40.00</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GYK-YFPC-FRYW	18-Golf Pencils, Magnetic Squares, Play Sand for CE Programming	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	135.50
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$135.50</u>
Program 186500 - Community Events Totals							Invoice Transactions	2		<u>\$175.50</u>
Program 187001 - Adult Sports-Softball										
Account 52340 - Other Repairs and Maintenance										
392 - Koorsen Fire & Security, INC	IN00881377	18-TLSP-TLSP exhaust/hood maintenance	Paid by EFT # 64450		03/04/2025	03/04/2025	03/14/2025		03/14/2025	238.78
3560 - First Financial Bank / Credit Cards	2.10.25	18- Shipping Score Board	Edit		03/12/2025	03/12/2025	03/12/2025			269.60
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions	2		<u>\$508.38</u>
Account 53510 - Electrical Services										
223 - Duke Energy	030525-ParkDukeA	18-Parks Electricity Charges January - February	Paid by Check # 79823		03/05/2025	03/05/2025	03/05/2025		03/05/2025	12.30
223 - Duke Energy	030525-ParkDukeB	18-Parks Electricity Charges January - February	Paid by Check # 79822		03/05/2025	03/05/2025	03/05/2025		03/05/2025	1,781.33



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	030525-ParkDukeC	18-Parks Electricity Charges January - February	Paid by Check # 79824		03/05/2025	03/05/2025	03/05/2025		03/05/2025	54.24
Account 53510 - Electrical Services Totals										<u>\$1,847.87</u>
Invoice Transactions 3										
Account 53650 - Other Repairs										
6799 - Nevco Sports, LLC	0000264977	18-TLSP-Scoreboard Motherboard Repairs	Paid by EFT # 64477		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,481.18
Account 53650 - Other Repairs Totals										<u>\$1,481.18</u>
Invoice Transactions 1										
Program 187001 - Adult Sports-Softball Totals										<u>\$3,837.43</u>
Invoice Transactions 6										
Program 187202 - Youth Sports-Winslow										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320225	06-cell phone chgs 01/12/25-02/11/25-Inv. 287297421132X02192025	Paid by Check # 79817		03/05/2025	03/05/2025	03/05/2025		03/05/2025	29.24
Account 53210 - Telephone Totals										<u>\$29.24</u>
Invoice Transactions 1										
Account 53510 - Electrical Services										
223 - Duke Energy	030525-ParkDukeA	18-Parks Electricity Charges January - February	Paid by Check # 79823		03/05/2025	03/05/2025	03/05/2025		03/05/2025	166.61
223 - Duke Energy	030525-ParkDukeC	18-Parks Electricity Charges January - February	Paid by Check # 79824		03/05/2025	03/05/2025	03/05/2025		03/05/2025	17.76
Account 53510 - Electrical Services Totals										<u>\$184.37</u>
Invoice Transactions 2										
Program 187202 - Youth Sports-Winslow Totals										<u>\$213.61</u>
Invoice Transactions 3										
Program 187208 - Youth Sports-Olcott										
Account 53510 - Electrical Services										
223 - Duke Energy	030525-ParkDukeC	18-Parks Electricity Charges January - February	Paid by Check # 79824		03/05/2025	03/05/2025	03/05/2025		03/05/2025	160.14
Account 53510 - Electrical Services Totals										<u>\$160.14</u>
Invoice Transactions 1										
Program 187208 - Youth Sports-Olcott Totals										<u>\$160.14</u>
Invoice Transactions 1										



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DJM-6W3K-9WL4	18-Paper Bags, Popcorn Bags, Disinfecting Wipes for Banneker	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	129.22
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$129.22</u>
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	79221	18- Registration for All Things Camp Summit Program	Edit		03/12/2025	03/12/2025	03/12/2025			50.00
Account 53160 - Instruction Totals									Invoice Transactions 1	<u>\$50.00</u>
Account 53510 - Electrical Services										
223 - Duke Energy	030525- ParkDukeB	18-Parks Electricity Charges January - February	Paid by Check # 79822		03/05/2025	03/05/2025	03/05/2025		03/05/2025	833.54
Account 53510 - Electrical Services Totals									Invoice Transactions 1	<u>\$833.54</u>
Program 187500 - Banneker Totals									Invoice Transactions 3	<u>\$1,012.76</u>
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320 225	06-cell phone chgs 01/12/25-02/11/25- Inv. 287297421132X021920 25	Paid by Check # 79817		03/05/2025	03/05/2025	03/05/2025		03/05/2025	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										
8658 - Kleindorfer's Hardware LLC	782085	18-mop bucket, mop, floor scrapper - cleaning supplies	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	55.42
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	<u>\$55.42</u>
Account 52220 - Agricultural Supplies										
8658 - Kleindorfer's Hardware LLC	782652	18-OPS Pet friendly ice melt for Ferguson parking lot	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	50.97
8658 - Kleindorfer's Hardware LLC	782812	18-OPS pet safe ice melt for Ferguson dog park	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	67.96



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52220 - Agricultural Supplies										
8658 - Kleindorfer's Hardware LLC	799435	18-OPS pet safe ice melt for Ferguson dog park	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	61.16
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 3	<u>\$180.09</u>
Account 52230 - Garage and Motor Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	327152	18-OPS Oil for groundskeeping equip. mechanic	Paid by Check # 79839		03/04/2025	03/04/2025	03/14/2025		03/14/2025	249.95
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 1	<u>\$249.95</u>
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	596030	18-1/2 basin faucet nut 2pk	Paid by EFT # 64375		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1.49
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	<u>\$1.49</u>
Account 52340 - Other Repairs and Maintenance										
50594 - Barry Company, INC	128063	18-OPS plumbing and irrigation supplies-several different items	Paid by EFT # 64373		03/04/2025	03/04/2025	03/14/2025		03/14/2025	469.53
8658 - Kleindorfer's Hardware LLC	782870	18-1" tie, 3/4' hose bib, 1 3/4' bushing	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	22.67
8658 - Kleindorfer's Hardware LLC	782875	18-metal plugs, brass cap, bold set, faucet hole cover, coupler,	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	39.45
8658 - Kleindorfer's Hardware LLC	782895	18-one roll of safety walk tape	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	67.49
8658 - Kleindorfer's Hardware LLC	782094	18-bulb auger	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	17.99
6262 - Koenig Equipment, INC	P48862	18-OPS arms, brake parts & ball joints for John Deere Gator	Paid by EFT # 64448		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,527.08
6262 - Koenig Equipment, INC	P49042	18-snap ring for John Deere Gator	Paid by EFT # 64448		03/04/2025	03/04/2025	03/14/2025		03/14/2025	6.29
786 - Richard's Small Engine, INC	568080	18-wheel bearing, heavy duty fork, for repairs on H	Paid by EFT # 64495		03/04/2025	03/04/2025	03/14/2025		03/14/2025	270.16
786 - Richard's Small Engine, INC	568081	18 - seal, tapered rollers for Hustler Mower	Paid by EFT # 64495		03/04/2025	03/04/2025	03/14/2025		03/14/2025	131.04



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
786 - Richard's Small Engine, INC	568416	18-OPS Discharge chute for Hustler mower	Paid by EFT # 64495		03/04/2025	03/04/2025	03/14/2025		03/14/2025	142.26
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 10
										<u>\$2,693.96</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1J96--749R-7Q49	18-(1) Office Desktop Webcam for Amy Leyenbeck OPS Coordinator	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	24.99
409 - Black Lumber Co. INC	596089	18-10 keys made	Paid by EFT # 64375		03/04/2025	03/04/2025	03/14/2025		03/14/2025	14.90
8658 - Kleindorfer's Hardware LLC	782719	18-bags for seasonal staff, torch lighter	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	97.44
8658 - Kleindorfer's Hardware LLC	782828	18-power cord	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	9.49
8658 - Kleindorfer's Hardware LLC	782732	18-floor mat for SYPM	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	140.00
8658 - Kleindorfer's Hardware LLC	782267	18-materials to anchor port-o-let at Seminary Park	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	10.08
8658 - Kleindorfer's Hardware LLC	782271	18-materials for hanging things on wall at SYP offices	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	23.06
5819 - Synchrony Bank	6131	18-Cleaning supplies for Switchyard Maint. conf. room-vacuum, tr	Paid by Check # 79847		03/04/2025	03/04/2025	03/14/2025		03/14/2025	173.94
Account 52420 - Other Supplies Totals										Invoice Transactions 8
										<u>\$493.90</u>
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	21584	18-OPS branded apparel order for RFT staff	Paid by EFT # 64354		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,128.00
Account 52430 - Uniforms and Tools Totals										Invoice Transactions 1
										<u>\$1,128.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320225	06-cell phone chgs 01/12/25-02/11/25-Inv. 287297421132X02192025	Paid by Check # 79817		03/05/2025	03/05/2025	03/05/2025		03/05/2025	234.74
Account 53210 - Telephone Totals										Invoice Transactions 1
										<u>\$234.74</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53510 - Electrical Services										
223 - Duke Energy	030525-ParkDukeA	18-Parks Electricity Charges January - February	Paid by Check # 79823		03/05/2025	03/05/2025	03/05/2025		03/05/2025	798.44
223 - Duke Energy	030525-ParkDukeB	18-Parks Electricity Charges January - February	Paid by Check # 79822		03/05/2025	03/05/2025	03/05/2025		03/05/2025	1,819.83
223 - Duke Energy	030525-ParkDukeC	18-Parks Electricity Charges January - February	Paid by Check # 79824		03/05/2025	03/05/2025	03/05/2025		03/05/2025	233.39
Account 53510 - Electrical Services Totals									Invoice Transactions 3	\$2,851.66
Account 53610 - Building Repairs										
7171 - Indianapolis Stage Sales & Rentals, INC	25-60449	18-BCT emergency lighting system repair	Paid by EFT # 64428		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,948.98
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$1,948.98
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003676744	18-Landfill OPS - Adams Recycle 2/25 & waste 02/01/25-02/28/25	Edit		03/12/2025	03/12/2025	03/12/2025			1,447.29
Account 53950 - Landfill Totals									Invoice Transactions 1	\$1,447.29
Program 189000 - Operations Totals									Invoice Transactions 31	\$11,285.48
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I368450	18 -SYP jumbo tissue rolls, floor squeegee,	Paid by Check # 79834		03/04/2025	03/04/2025	03/14/2025		03/14/2025	310.74
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$310.74
Account 52310 - Building Materials and Supplies										
9189 - Karcher North America, Inc.	5335322744	18-SYP Drain Hose for Chariot Floor Scrubber-10/7/24	Paid by EFT # 64442		03/04/2025	03/04/2025	03/14/2025		03/14/2025	194.42
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 1	\$194.42
Account 53510 - Electrical Services										
223 - Duke Energy	030525-ParkDukeC	18-Parks Electricity Charges January - February	Paid by Check # 79824		03/05/2025	03/05/2025	03/05/2025		03/05/2025	3,212.68
Account 53510 - Electrical Services Totals									Invoice Transactions 1	\$3,212.68
Account 53990 - Other Services and Charges										
10 - Bledsoe Riggert Cooper & James INC	30811	18- Review of Parcel CSX Switchyard Park	Paid by EFT # 64376		03/04/2025	03/04/2025	03/14/2025		03/14/2025	500.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$500.00
Program 189006 - Switchyard Property Totals									Invoice Transactions 4	\$4,217.84



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189400 - Hopewell										
Account 52420 - Other Supplies										
9541 - Xtreme Green LLC	12/6/24	18- Hopewell Outdoor Pickleball	Paid by EFT # 64543		03/04/2025	03/04/2025	03/14/2025		03/14/2025	29,646.84
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$29,646.84</u>
Program 189400 - Hopewell Totals							Invoice Transactions	1		<u>\$29,646.84</u>
Program 189500 - Urban Greenspace										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	799244	18-chalk line twine	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	6.49
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$6.49</u>
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	21584	18-OPS branded apparel order for RFT staff	Paid by EFT # 64354		03/04/2025	03/04/2025	03/14/2025		03/14/2025	897.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions	1		<u>\$897.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320225	06-cell phone chgs 01/12/25-02/11/25-Inv. 287297421132X02192025	Paid by Check # 79817		03/05/2025	03/05/2025	03/05/2025		03/05/2025	246.60
Account 53210 - Telephone Totals							Invoice Transactions	1		<u>\$246.60</u>
Program 189500 - Urban Greenspace Totals							Invoice Transactions	3		<u>\$1,150.09</u>
Program 189501 - Cemeteries										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	21584	18-OPS branded apparel order for RFT staff	Paid by EFT # 64354		03/04/2025	03/04/2025	03/14/2025		03/14/2025	198.00
Account 52430 - Uniforms and Tools Totals							Invoice Transactions	1		<u>\$198.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320225	06-cell phone chgs 01/12/25-02/11/25-Inv. 287297421132X02192025	Paid by Check # 79817		03/05/2025	03/05/2025	03/05/2025		03/05/2025	235.45
Account 53210 - Telephone Totals							Invoice Transactions	1		<u>\$235.45</u>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 53510 - Electrical Services										
223 - Duke Energy	030525-ParkDukeB	18-Parks Electricity Charges January - February	Paid by Check # 79822		03/05/2025	03/05/2025	03/05/2025		03/05/2025	428.64
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$428.64
								Program 189501 - Cemeteries Totals	Invoice Transactions 3	\$862.09
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
786 - Richard's Small Engine, INC	568412	18-UF- Power Pruner part - chassis assy	Paid by EFT # 64495		03/04/2025	03/04/2025	03/14/2025		03/14/2025	49.99
786 - Richard's Small Engine, INC	568413	18- UF - Chainsaw parts - tank assy, housing assy, brake hand gu	Paid by EFT # 64495		03/04/2025	03/04/2025	03/14/2025		03/14/2025	87.97
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	\$137.96
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	21584	18-OPS branded apparel order for RFT staff	Paid by EFT # 64354		03/04/2025	03/04/2025	03/14/2025		03/14/2025	431.00
								Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	\$431.00
Account 53210 - Telephone										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QVN-X1XR-1TKN	18- UF - Phone case and Charger	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	58.90
13969 - AT&T Mobility II, LLC	2872974211320225	06-cell phone chgs 01/12/25-02/11/25-Inv. 287297421132X02192025	Paid by Check # 79817		03/05/2025	03/05/2025	03/05/2025		03/05/2025	41.10
								Account 53210 - Telephone Totals	Invoice Transactions 2	\$100.00
								Program 189503 - Urban Forestry Totals	Invoice Transactions 5	\$668.96
								Department 18 - Parks & Recreation Totals	Invoice Transactions 106	\$78,629.12
								Fund 2204 - Park and Recreation - Operating Totals	Invoice Transactions 106	\$78,629.12
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	919706057	18 - Cascades Golf Balls (93 doz)	Paid by Check # 79827		03/04/2025	03/04/2025	03/14/2025		03/14/2025	3,243.48



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	919749043	18-golf shorts - 19 pair	Paid by Check # 79827		03/04/2025	03/04/2025	03/14/2025		03/14/2025	797.92
4072 - Acushnet Company	919741935	18-golf shoes, gloves, socks	Paid by Check # 79827		03/04/2025	03/04/2025	03/14/2025		03/14/2025	6,078.03
4072 - Acushnet Company	919771904	18-hats and belts for Cascades Golf Course	Paid by Check # 79827		03/04/2025	03/04/2025	03/14/2025		03/14/2025	697.45
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1779862	18-golf umbrellas (12)	Paid by Check # 79830		03/04/2025	03/04/2025	03/14/2025		03/14/2025	209.25
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1779865	18-golf towels (24)	Paid by Check # 79830		03/04/2025	03/04/2025	03/14/2025		03/14/2025	259.89
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1779255	18-golf caddy towels (96)	Paid by Check # 79830		03/04/2025	03/04/2025	03/14/2025		03/14/2025	891.85
53619 - Ping, INC	18059016	18-golf bags	Paid by EFT # 64487		03/04/2025	03/04/2025	03/14/2025		03/14/2025	277.24
53619 - Ping, INC	18072976	18-golf bags for Cascades Golf Course (10)	Paid by EFT # 64487		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,549.50
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 9		<div></div> \$14,004.61	
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions 9		<div></div> \$14,004.61	
Program 184501 - Youth Services-Kid City Camps										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	161M-TVRF-FGCH	18-Craft Magnets, LED Tealights for Allison-Jukebox Kid City	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	43.46
Account 52420 - Other Supplies Totals							Invoice Transactions 1		<div></div> \$43.46	
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	834672A	18- Hotel for American Camp Assoc Conference Shrake	Edit		03/12/2025	03/12/2025	03/12/2025			863.33
Account 53230 - Travel Totals							Invoice Transactions 1		<div></div> \$863.33	
Program 184501 - Youth Services-Kid City Camps Totals							Invoice Transactions 2		<div></div> \$906.79	
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	1262	18 - TLRC Facility & Industrial Supplies - paper towels	Paid by Check # 79847		03/04/2025	03/04/2025	03/14/2025		03/14/2025	39.96
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1		<div></div> \$39.96	
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	596317	18 - TLRC Facility Repairs - three 4x8's	Paid by EFT # 64375		03/04/2025	03/04/2025	03/14/2025		03/14/2025	82.17
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1		<div></div> \$82.17	



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53610 - Building Repairs										
298 - Commercial Service Of Bloomington, INC	C78540	18 - TLRC HVAC PM Service Agreement 2025-2 visits	Paid by EFT # 64393		03/04/2025	03/04/2025	03/14/2025		03/14/2025	3,731.83
53657 - Plymate, INC	3324516	18 - TLRC Entry Mat Service 2-26-25	Paid by EFT # 64488		03/04/2025	03/04/2025	03/14/2025		03/14/2025	82.38
Account 53610 - Building Repairs Totals									Invoice Transactions 2	\$3,814.21
Account 53650 - Other Repairs										
392 - Koorsen Fire & Security, INC	IN00882054	18 - TLRC 5 Year Sprinkler Pipe Inspection/service plan	Paid by EFT # 64450		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,370.00
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$1,370.00
Account 53910 - Dues and Subscriptions										
454 - DirecTV, LLC	075619410X250222	18-satellite service for TLRC-2/21/25-3/20/25	Edit		03/12/2025	03/12/2025	03/12/2025			250.98
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$250.98
Program 185000 - Twin Lakes Recreation Center Totals									Invoice Transactions 6	\$5,557.32
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	022025	18-TLRC Fitness Specialist	Paid by EFT # 64371		03/04/2025	03/04/2025	03/14/2025		03/14/2025	140.00
9124 - Karin B Coopersmith	022125	18-TLRC Fitness Specialist	Paid by EFT # 64395		03/04/2025	03/04/2025	03/14/2025		03/14/2025	218.75
8370 - Alice M Day	021825	18-TLRC Fitness Specialist	Paid by EFT # 64399		03/04/2025	03/04/2025	03/14/2025		03/14/2025	62.50
9702 - Karissa Jeanette Foree	020725	18-TLRC Fitness Specialist	Paid by EFT # 64414		03/04/2025	03/04/2025	03/14/2025		03/14/2025	31.25
8399 - Gustavus Alexus McLeod	021825	18-TLRC Fitness Specialist	Paid by EFT # 64459		03/04/2025	03/04/2025	03/14/2025		03/14/2025	62.50
9212 - Siddhartha T McLeod	022025	18-TLRC Fitness Specialist	Paid by EFT # 64460		03/04/2025	03/04/2025	03/14/2025		03/14/2025	62.50
8451 - Sarah K Peters	022125	18-TLRC Fitness Specialist	Paid by EFT # 64486		03/04/2025	03/04/2025	03/14/2025		03/14/2025	84.00
9378 - Feather Byghe Sebree	021925	18-TLRC Fitness Specialist	Paid by EFT # 64502		03/04/2025	03/04/2025	03/14/2025		03/14/2025	31.25
8184 - Emily E Tally	022525	18-TLRC Fitness Specialist	Paid by EFT # 64517		03/04/2025	03/04/2025	03/14/2025		03/14/2025	62.50
9354 - Logan Thomas	022025	18-TLRC Fitness Specialist	Paid by EFT # 64523		03/04/2025	03/04/2025	03/14/2025		03/14/2025	84.00



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
9222 - Skyler Wildfong	022425	18-TLRC Fitness Specialist	Paid by EFT # 64537		03/04/2025	03/04/2025	03/14/2025		03/14/2025	93.75
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	11	\$933.00
Program 185002 - TLRC-Health & Wellness Totals								Invoice Transactions	11	\$933.00
Program 185003 - TLRC-Basketball										
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	21662	18 - TLRC Future Stars t-shirts - 17	Paid by EFT # 64354		03/04/2025	03/04/2025	03/14/2025		03/14/2025	255.00
Account 52430 - Uniforms and Tools Totals								Invoice Transactions	1	\$255.00
Account 53940 - Temporary Contractual Employee										
7184 - Larry Branam	022525	18-TLRC Basketball Official	Paid by EFT # 64383		03/04/2025	03/04/2025	03/14/2025		03/14/2025	150.00
8414 - Scott Matthew Burton	022525	18-TLRC Basketball Official	Paid by EFT # 64386		03/04/2025	03/04/2025	03/14/2025		03/14/2025	200.00
20105 - Brandon B Chambers	022625	18-TLRC Basketball Official	Paid by EFT # 64392		03/04/2025	03/04/2025	03/14/2025		03/14/2025	150.00
17565 - Michael B Hicks (Contractual)	022525	18-TLRC Basketball Official	Paid by EFT # 64422		03/04/2025	03/04/2025	03/14/2025		03/14/2025	50.00
8862 - Gavin Muhlenkamp	022725	18-TLRC Basketball Official	Paid by EFT # 64471		03/04/2025	03/04/2025	03/14/2025		03/14/2025	125.00
9555 - Matthew Shane Murphy	022625	18-TLRC Basketball Official	Paid by EFT # 64473		03/04/2025	03/04/2025	03/14/2025		03/14/2025	200.00
8961 - Brandon Olson	022725	18-TLRC Basketball Official	Paid by EFT # 64481		03/04/2025	03/04/2025	03/14/2025		03/14/2025	200.00
9714 - Nathan Rushing	021325	18-TLRC Basketball Official-2/5-2/13/25	Paid by EFT # 64499		03/04/2025	03/04/2025	03/14/2025		03/14/2025	250.00
9714 - Nathan Rushing	022725	18-TLRC Basketball Official-2/17-2/27/25	Paid by EFT # 64499		03/04/2025	03/04/2025	03/14/2025		03/14/2025	225.00
9167 - David E Stewart	022625	18-TLRC Basketball Official	Paid by EFT # 64513		03/04/2025	03/04/2025	03/14/2025		03/14/2025	125.00
8454 - David Lee Williams	022725	18-TLRC Basketball Official	Paid by EFT # 64538		03/04/2025	03/04/2025	03/14/2025		03/14/2025	200.00
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	11	\$1,875.00
Program 185003 - TLRC-Basketball Totals								Invoice Transactions	12	\$2,130.00
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	80-188461	18 - TLRC Concession Supplies 2-24-25	Paid by EFT # 64416		03/04/2025	03/04/2025	03/14/2025		03/14/2025	594.45



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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	26219010	18 - TLRC Concession Supplies 2-26-25	Paid by EFT # 64484		03/04/2025	03/04/2025	03/14/2025		03/14/2025	538.65
5819 - Synchrony Bank	1094 02-24-25	18 - TLRC Concession Supplies 2-24-25	Paid by Check # 79847		03/04/2025	03/04/2025	03/14/2025		03/14/2025	93.40
5819 - Synchrony Bank	1261	18 - TLRC Concession Supplies 2-28-25	Paid by Check # 79847		03/04/2025	03/04/2025	03/14/2025		03/14/2025	459.14
5819 - Synchrony Bank	3268	18 - TLRC Concession Supplies 3-03-25	Paid by Check # 79847		03/04/2025	03/04/2025	03/14/2025		03/14/2025	436.10
21145 - Sysco USA III, LLC	438357007	18 - TLRC Concession Supplies 2-19-25	Paid by EFT # 64515		03/04/2025	03/04/2025	03/14/2025		03/14/2025	666.89
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 6			\$2,788.63
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 6			\$2,788.63
Program 186503 - Community Events-Farmers' Market										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320 225	06-cell phone chgs 01/12/25-02/11/25-Inv. 287297421132X021920 25	Paid by Check # 79817		03/05/2025	03/05/2025	03/05/2025		03/05/2025	70.34
Account 53210 - Telephone Totals							Invoice Transactions 1			\$70.34
Program 186503 - Community Events-Farmers' Market Totals							Invoice Transactions 1			\$70.34
Program 187500 - Banneker										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DJM-6W3K-9WL4	18-Paper Bags, Popcorn Bags, Disinfecting Wipes for Banneker	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	17.97
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$17.97
Program 187500 - Banneker Totals							Invoice Transactions 1			\$17.97
Program 187503 - Banneker-Classes										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	000600	18 - Blaze Travel Basketball Schiflet Scholarship Foundation	Edit		03/12/2025	03/12/2025	03/12/2025			250.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$250.00
Program 187503 - Banneker-Classes Totals							Invoice Transactions 1			\$250.00



Board of Park Commissioners Claim Register

Invoice Date Range 03/01/25 - 03/14/25

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 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1L63-9VR9- PNMY	18-(1) Wooden Lectern/Podium for Switchyard Park Pavilion Use	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	149.98
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$149.98
Program 189006 - Switchyard Property Totals							Invoice Transactions	1		\$149.98
Program 189400 - Hopewell										
Account 52420 - Other Supplies										
818 - Everywhere Signs, LLC	64708	18-Hopewell Commons signs pickleball, log scramble, for BLine #6	Paid by EFT # 64410		03/04/2025	03/04/2025	03/14/2025		03/14/2025	192.00
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$192.00
Program 189400 - Hopewell Totals							Invoice Transactions	1		\$192.00
Program 189503 - Urban Forestry										
Account 52220 - Agricultural Supplies										
3560 - First Financial Bank / Credit Cards	32102	18- Tree seedlings Vallonia State Nursery INDNR	Edit		03/12/2025	03/12/2025	03/12/2025			411.31
Account 52220 - Agricultural Supplies Totals							Invoice Transactions	1		\$411.31
Program 189503 - Urban Forestry Totals							Invoice Transactions	1		\$411.31
Program G21015 - 2021-2024 Leonard Sp Nature Days										
Account 52420 - Other Supplies										
9530 - United Art and Education	INV284939	18 - Leonard Springs Nature Days stickers and animal models	Paid by EFT # 64529		03/04/2025	03/04/2025	03/14/2025		03/14/2025	187.96
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$187.96
Program G21015 - 2021-2024 Leonard Sp Nature Days Totals							Invoice Transactions	1		\$187.96
Program G24024 - 2024-25 21st Century Learn Ctr										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DJM-6W3K- 9WL4	18-Paper Bags, Popcorn Bags, Disinfecting Wipes for Banneker	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	18.99
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$18.99
Program G24024 - 2024-25 21st Century Learn Ctr Totals							Invoice Transactions	1		\$18.99
Department 18 - Parks & Recreation Totals							Invoice Transactions	54		\$27,618.90
Fund 2211 - Park Nonreverting Operating Totals							Invoice Transactions	54		\$27,618.90



Board of Park Commissioners Claim Register

Invoice Date Range 03/01/25 - 03/14/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4665 - Parks GO Bonds 2022										
Department 18 - Parks & Recreation										
Program 180000 - Main										
Account 54510 - Other Capital Outlays										
3560 - First Financial Bank / Credit Cards	1575845	07 - IDEM Stormwater Application Fee for 2nd St. Dev Project	Edit		03/12/2025	03/12/2025	03/12/2025			175.00
3560 - First Financial Bank / Credit Cards	28180559662	07-FedEx-Overnight Shipping Fee-IDEM Application-2/7/25	Edit		03/12/2025	03/12/2025	03/12/2025			40.78
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	2	\$215.78
Program 180000 - Main Totals								Invoice Transactions	2	\$215.78
Department 18 - Parks & Recreation Totals								Invoice Transactions	2	\$215.78
Fund 4665 - Parks GO Bonds 2022 Totals								Invoice Transactions	2	\$215.78
Grand Totals								Invoice Transactions	162	\$106,463.80

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/21/2025	Payroll				215,850.64
					<u>215,850.64</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 \$ 215,850.64

1

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

REGISTER OF CLAIMS
Board of Park Commissioners Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
03/28/25	Claims				\$248,166.75
					<u>\$248,166.75</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 \$248,166.75 3/28/2025

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_____



Board of Park Commissioners Claim Register

Invoice Date Range 03/15/25 - 03/28/25

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 52110 - Office Supplies										
5099 - Office Three Sixty, INC	3115814	18-Sheet Protectors, Laminating Sheets, Post-Its for Main Office	Paid by EFT # 64724		03/18/2025	03/18/2025	03/28/2025		03/28/2025	163.25
5099 - Office Three Sixty, INC	3115819	18-(1) 6pk of Whiteout Tape for Parks Main Office Inventory	Paid by EFT # 64724		03/18/2025	03/18/2025	03/28/2025		03/28/2025	7.60
Account 52110 - Office Supplies Totals									Invoice Transactions 2	\$170.85
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DMX-MKXN-6Y17	18-AAA Batteries, Zipper Bags, and Pens for Main Office Usage	Paid by EFT # 64581		03/18/2025	03/18/2025	03/28/2025		03/28/2025	49.57
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$49.57
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320325	06-cell phone chgs 02/12/25-03/11/25-Inv. 287297421132X03192025	Paid by Check # 79880		03/19/2025	03/19/2025	03/19/2025		03/19/2025	70.34
13969 - AT&T Mobility II, LLC	2873273216180325	06-Unlim'td LTE Laptp/Hotsp-2/12-3/11/25-287327321618X03192025	Paid by Check # 79881		03/19/2025	03/19/2025	03/19/2025		03/19/2025	410.12
Account 53210 - Telephone Totals									Invoice Transactions 2	\$480.46
Account 53990 - Other Services and Charges										
8569 - 110%, INC	2411	18-Parks Department Master Plan Creation 2026-2030 - Feb 2025	Paid by EFT # 64571		03/18/2025	03/18/2025	03/28/2025		03/28/2025	870.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$870.00
Program 181000 - Administration Totals									Invoice Transactions 6	\$1,570.88
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11JC-MKYX-6V34	18-Cuisinart Countertop for Farmers' Market Cooking Demos	Paid by EFT # 64581		03/18/2025	03/18/2025	03/28/2025		03/28/2025	79.95
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$79.95
Program 181001 - Health & Wellness Totals									Invoice Transactions 1	\$79.95



Board of Park Commissioners Claim Register

Invoice Date Range 03/15/25 - 03/28/25

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 181100 - Marketing										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320 325	06-cell phone chgs 02/12/25-03/11/25- Inv. 287297421132X031920 25	Paid by Check # 79880		03/19/2025	03/19/2025	03/19/2025		03/19/2025	70.34
Account 53210 - Telephone Totals										Invoice Transactions 1
										\$70.34
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	44031	18-Farmers' Market trifold brochures #500	Paid by EFT # 64575		03/18/2025	03/18/2025	03/28/2025		03/28/2025	218.90
Account 53310 - Printing Totals										Invoice Transactions 1
										\$218.90
Program 181100 - Marketing Totals										Invoice Transactions 2
										\$289.24
Program 182001 - Aquatics - Bryan Pool										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1P77-CR4M- K34M	18-(8) Life Vests for Bryan and Mills Pool Usage	Paid by EFT # 64581		03/18/2025	03/18/2025	03/28/2025		03/28/2025	41.53
Account 52210 - Institutional Supplies Totals										Invoice Transactions 1
										\$41.53
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1P77-CR4M- K34M	18-(8) Life Vests for Bryan and Mills Pool Usage	Paid by EFT # 64581		03/18/2025	03/18/2025	03/28/2025		03/28/2025	186.72
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										\$186.72
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320 325	06-cell phone chgs 02/12/25-03/11/25- Inv. 287297421132X031920 25	Paid by Check # 79880		03/19/2025	03/19/2025	03/19/2025		03/19/2025	29.24
Account 53210 - Telephone Totals										Invoice Transactions 1
										\$29.24
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 0125	18- Water/Sewer January 2025 Charges- #14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	302.21
208 - City Of Bloomington Utilities	14187-001 0225	18-Water/Sewer February 2025 Charges-#14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	302.21
Account 53530 - Water and Sewer Totals										Invoice Transactions 2
										\$604.42



Board of Park Commissioners Claim Register

Invoice Date Range 03/15/25 - 03/28/25

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 182001 - Aquatics - Bryan Pool										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887470-8031225	18- Natural Gas Bryan Pool 02/07/25-03/06/25	Paid by Check # 79885		03/19/2025	03/19/2025	03/19/2025		03/19/2025	48.77
Account 53540 - Natural Gas Totals							Invoice Transactions 1			<u>\$48.77</u>
Program 182001 - Aquatics - Bryan Pool Totals							Invoice Transactions 6			<u>\$910.68</u>
Program 182002 - Aquatics - Mills Pool										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-0010125	18- Water/Sewer January 2025 Charges- #14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	100.70
208 - City Of Bloomington Utilities	14187-0010225	18-Water/Sewer February 2025 Charges-#14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	100.70
Account 53530 - Water and Sewer Totals							Invoice Transactions 2			<u>\$201.40</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12922468-9030725	18-Natural Gas Mills - 02/04/25-03/03/25	Paid by Check # 79885		03/19/2025	03/19/2025	03/19/2025		03/19/2025	48.77
Account 53540 - Natural Gas Totals							Invoice Transactions 1			<u>\$48.77</u>
Program 182002 - Aquatics - Mills Pool Totals							Invoice Transactions 3			<u>\$250.17</u>
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3175074700	18-FSC Zam Propane 3/6/25	Paid by EFT # 64583		03/18/2025	03/18/2025	03/28/2025		03/28/2025	182.39
Account 52240 - Fuel and Oil Totals							Invoice Transactions 1			<u>\$182.39</u>
Account 52310 - Building Materials and Supplies										
4902 - DEEM, LLC	1120356	18-FSC Startup of Ice Rink-9/6, 9/9 & 9/16/24	Paid by EFT # 64630		03/18/2025	03/18/2025	03/28/2025		03/28/2025	1,185.60
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 1			<u>\$1,185.60</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1P77-CR4M-K34M	18-(8) Life Vests for Bryan and Mills Pool Usage	Paid by EFT # 64581		03/18/2025	03/18/2025	03/28/2025		03/28/2025	159.96
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$159.96</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-0010125	18- Water/Sewer January 2025 Charges- #14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	2,392.97



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Invoice Date Range 03/15/25 - 03/28/25

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 182500 - Frank Southern Center										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 0225	18-Water/Sewer February 2025 Charges-#14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	2,177.45
Account 53530 - Water and Sewer Totals										Invoice Transactions 2
										<u>\$4,570.42</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887460- 9031225	18- Natural Gas FSC 02/12/25-03/06/25	Paid by Check # 79885		03/19/2025	03/19/2025	03/19/2025		03/19/2025	836.28
Account 53540 - Natural Gas Totals										Invoice Transactions 1
										<u>\$836.28</u>
Account 53630 - Machinery and Equipment Repairs										
4902 - DEEM, LLC	1120356	18-FSC Startup of Ice Rink-9/6, 9/9 & 9/16/24	Paid by EFT # 64630		03/18/2025	03/18/2025	03/28/2025		03/28/2025	3,073.20
Account 53630 - Machinery and Equipment Repairs Totals										Invoice Transactions 1
										<u>\$3,073.20</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3325667	18-FSC Rug cleaning (SA) 3/4/25	Paid by EFT # 64734		03/18/2025	03/18/2025	03/28/2025		03/28/2025	70.73
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 1
										<u>\$70.73</u>
Program 182500 - Frank Southern Center Totals										Invoice Transactions 8
										<u>\$10,078.58</u>
Program 183500 - Golf Services										
Account 52210 - Institutional Supplies										
5819 - Synchrony Bank	0933-031225	18 - Cascades Cleaning Supplies, Toilet Paper, Trash Bags, Soap	Paid by Check # 79905		03/18/2025	03/18/2025	03/28/2025		03/28/2025	627.77
Account 52210 - Institutional Supplies Totals										Invoice Transactions 1
										<u>\$627.77</u>
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	SO1225798	18 - Cascades Herbicides-10/1/24	Paid by EFT # 64579		03/18/2025	03/18/2025	03/28/2025		03/28/2025	600.00
4383 - Advanced Turf Solutions, INC	SO1225800.1	18-Cascades Herbicides, Fungicides, Insecticides-9/25/24	Paid by EFT # 64579		03/18/2025	03/18/2025	03/28/2025		03/28/2025	22,434.39
4383 - Advanced Turf Solutions, INC	SO1225807	18 - Cascades Herbicides-9/25/24	Paid by EFT # 64579		03/18/2025	03/18/2025	03/28/2025		03/28/2025	135.00
4383 - Advanced Turf Solutions, INC	SO1225808	18 - Cascades Insecticide-9/25/24	Paid by EFT # 64579		03/18/2025	03/18/2025	03/28/2025		03/28/2025	2,250.00
4383 - Advanced Turf Solutions, INC	SO1225810	18 - Cascades Fungicides-10/1/24	Paid by EFT # 64579		03/18/2025	03/18/2025	03/28/2025		03/28/2025	8,215.50
4383 - Advanced Turf Solutions, INC	SO1225818.1	18 - Cascades Insecticide-9/25/24	Paid by EFT # 64579		03/18/2025	03/18/2025	03/28/2025		03/28/2025	996.00
4383 - Advanced Turf Solutions, INC	SO1225818.2	18 - Cascades Herbicides-9/25/24	Paid by EFT # 64579		03/18/2025	03/18/2025	03/28/2025		03/28/2025	3,864.00



Board of Park Commissioners Claim Register

Invoice Date Range 03/15/25 - 03/28/25

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 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
786 - Richard's Small Engine, INC	569425	18 - Cascades Chainsaw 24"	Paid by EFT # 64746		03/18/2025	03/18/2025	03/28/2025		03/28/2025	519.99
Account 52220 - Agricultural Supplies Totals Invoice Transactions 8										<u>\$39,014.88</u>
Account 52230 - Garage and Motor Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	328836	18 - Cascades Filter Cartridge, tank cleaner	Paid by Check # 79899		03/18/2025	03/18/2025	03/28/2025		03/28/2025	53.97
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 1										<u>\$53.97</u>
Account 52420 - Other Supplies										
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1783019	18 - Cascades (4) Pull Carts	Paid by Check # 79893		03/18/2025	03/18/2025	03/28/2025		03/28/2025	525.39
4574 - John Deere Financial f.s.b. (Rural King)	332284	18 - Cascades Rubber Strap, Simple Green, Dura Tote	Paid by Check # 79899		03/18/2025	03/18/2025	03/28/2025		03/28/2025	34.48
8658 - Kleindorfer's Hardware LLC	782210	18 - Cascades Hoses	Paid by EFT # 64693		03/18/2025	03/18/2025	03/28/2025		03/28/2025	10.38
Account 52420 - Other Supplies Totals Invoice Transactions 3										<u>\$570.25</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320325	06-cell phone chgs 02/12/25-03/11/25-Inv. 287297421132X03192025	Paid by Check # 79880		03/19/2025	03/19/2025	03/19/2025		03/19/2025	29.24
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$29.24</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0125	18- Water/Sewer January 2025 Charges- #4159-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	2,316.22
208 - City Of Bloomington Utilities	14187-001 0125	18- Water/Sewer January 2025 Charges- #14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	2,851.73
208 - City Of Bloomington Utilities	14187-001 0225	18-Water/Sewer February 2025 Charges-#14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	2,851.73
208 - City Of Bloomington Utilities	4159-001 0225	18- Wate/ Sewer February 2025 Charges-#4159-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	2,316.22
Account 53530 - Water and Sewer Totals Invoice Transactions 4										<u>\$10,335.90</u>



Board of Park Commissioners Claim Register

Invoice Date Range 03/15/25 - 03/28/25

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 183500 - Golf Services										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12947349-2030725	18-Natural Gas Cascades Golf Course - 02/04/25-03/03/25	Paid by Check # 79885		03/19/2025	03/19/2025	03/19/2025		03/19/2025	83.23
Account 53540 - Natural Gas Totals							Invoice Transactions		1	\$83.23
Program 183500 - Golf Services Totals							Invoice Transactions		19	\$50,715.24
Program 184000 - Natural Resources										
Account 52210 - Institutional Supplies										
4568 - Forestry Suppliers, INC	658632-00	18 - Safety Chainsaw Chaps for Devin Brown Trail Specialist	Paid by EFT # 64647		03/18/2025	03/18/2025	03/28/2025		03/28/2025	136.15
4574 - John Deere Financial f.s.b. (Rural King)	258886	18 - (3) forestry safety helmets; (8) tubs for nature days	Paid by Check # 79899		03/18/2025	03/18/2025	03/28/2025		03/28/2025	279.97
Account 52210 - Institutional Supplies Totals							Invoice Transactions		2	\$416.12
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	781902	18-(2) gloves	Paid by EFT # 64693		03/18/2025	03/18/2025	03/28/2025		03/28/2025	8.98
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions		1	\$8.98
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320325	06-cell phone chgs 02/12/25-03/11/25-Inv. 287297421132X03192025	Paid by Check # 79880		03/19/2025	03/19/2025	03/19/2025		03/19/2025	111.44
Account 53210 - Telephone Totals							Invoice Transactions		1	\$111.44
Account 53910 - Dues and Subscriptions										
204 - State Of Indiana	7304974	18- Indiana State Police Background Checks 3 Seasonal Staff	Paid by Check # 79904		03/18/2025	03/18/2025	03/28/2025		03/28/2025	45.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions		1	\$45.00
Program 184000 - Natural Resources Totals							Invoice Transactions		5	\$581.54
Program 184500 - Youth Services -Juke Box										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-0010125	18- Water/Sewer January 2025 Charges- #14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	121.21



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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 184500 - Youth Services -Juke Box										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 0225	18-Water/Sewer February 2025 Charges-#14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	107.74
Account 53530 - Water and Sewer Totals										Invoice Transactions 2
										<u>\$228.95</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983821- 5031225	18- Natural Gas AJB 02/07/25-03/06/25	Paid by Check # 79885		03/19/2025	03/19/2025	03/19/2025		03/19/2025	154.98
Account 53540 - Natural Gas Totals										Invoice Transactions 1
Program 184500 - Youth Services -Juke Box Totals										<u>\$154.98</u>
										Invoice Transactions 3
										<u>\$383.93</u>
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FW3-FL7L- HMPY	18-Mini Colored Pencils, Nature Stickers, Cinch Backpacks for CE	Paid by EFT # 64581		03/18/2025	03/18/2025	03/28/2025		03/28/2025	84.56
9148 - Office Easel LLC	128073A	18 - Feather flags for Community Events	Paid by EFT # 64723		03/18/2025	03/18/2025	03/28/2025		03/28/2025	503.48
Account 52420 - Other Supplies Totals										Invoice Transactions 2
Program 186500 - Community Events Totals										<u>\$588.04</u>
										Invoice Transactions 2
										<u>\$588.04</u>
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	597221	18-Community Garden Supplies; gloves, marker, stakes	Paid by EFT # 64598		03/18/2025	03/18/2025	03/28/2025		03/28/2025	86.90
409 - Black Lumber Co. INC	597450	18-Community Garden Supplies; white marking flags, stakes	Paid by EFT # 64598		03/18/2025	03/18/2025	03/28/2025		03/28/2025	35.57
2689 - Greendell Landscape Solutions, INC	0286283-IN	18- Garden compost - bagged (pallett)	Paid by EFT # 64654		03/18/2025	03/18/2025	03/28/2025		03/28/2025	205.00
Account 52420 - Other Supplies Totals										Invoice Transactions 3
Program 186502 - Community Events-Gardens Totals										<u>\$327.47</u>
										Invoice Transactions 3
										<u>\$327.47</u>
Program 187001 - Adult Sports-Softball										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0125	18- Water/Sewer January 2025 Charges- #4159-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	28.43
208 - City Of Bloomington Utilities	14187-001 0125	18- Water/Sewer January 2025 Charges- #14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	1,090.38



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 0225	18-Water/Sewer February 2025 Charges-#14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	1,090.38
208 - City Of Bloomington Utilities	4159-001 0225	18- Wate/ Sewer February 2025 Charges-#4159-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	28.43
Account 53530 - Water and Sewer Totals							Invoice Transactions 4			\$2,237.62
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 4			\$2,237.62
Program 187202 - Youth Sports-Winslow										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320 325	06-cell phone chgs 02/12/25-03/11/25-Inv. 287297421132X031920 25	Paid by Check # 79880		03/19/2025	03/19/2025	03/19/2025		03/19/2025	29.24
Account 53210 - Telephone Totals							Invoice Transactions 1			\$29.24
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0125	18- Water/Sewer January 2025 Charges-#4159-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	1,607.48
208 - City Of Bloomington Utilities	4159-001 0225	18- Wate/ Sewer February 2025 Charges-#4159-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	1,607.48
Account 53530 - Water and Sewer Totals							Invoice Transactions 2			\$3,214.96
Program 187202 - Youth Sports-Winslow Totals							Invoice Transactions 3			\$3,244.20
Program 187208 - Youth Sports-Olcott										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 0125	18- Water/Sewer January 2025 Charges-#14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	621.15
208 - City Of Bloomington Utilities	14187-001 0225	18-Water/Sewer February 2025 Charges-#14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	621.15
Account 53530 - Water and Sewer Totals							Invoice Transactions 2			\$1,242.30
Program 187208 - Youth Sports-Olcott Totals							Invoice Transactions 2			\$1,242.30
Program 187500 - Banneker										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	3991-030725	18-Banneker Spring Carnival supplies-3/7/25	Paid by Check # 79905		03/18/2025	03/18/2025	03/28/2025		03/28/2025	92.95
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$92.95



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 187500 - Banneker										
Account 53140 - Exterminator Services										
9254 - Rentokil North American INC (Terminix Commercial)	73937724	18- Banneker Green Pest Control 2-14-2025	Paid by Check # 79903		03/18/2025	03/18/2025	03/28/2025		03/28/2025	84.00
Account 53140 - Exterminator Services Totals										Invoice Transactions 1
										<u>\$84.00</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0125	18- Water/Sewer January 2025 Charges- #4159-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	179.30
208 - City Of Bloomington Utilities	4159-001 0225	18- Wate/ Sewer February 2025 Charges-#4159-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	165.83
Account 53530 - Water and Sewer Totals										Invoice Transactions 2
										<u>\$345.13</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12989797- 1030725	18-Natural Gas Banneker-02/04/25- 03/03/25	Paid by Check # 79885		03/19/2025	03/19/2025	03/19/2025		03/19/2025	291.77
Account 53540 - Natural Gas Totals										Invoice Transactions 1
										<u>\$291.77</u>
Account 53610 - Building Repairs										
298 - Commercial Service Of Bloomington, INC	S283708	18- Banneker plumbing repair-urinal-frozen pipes-1/27/25	Paid by EFT # 64620		03/18/2025	03/18/2025	03/28/2025		03/28/2025	130.00
7467 - Oracle Elevator Holdco, INC (Elevated)	SIN311651	18- Banneker Elevator repair-12/16/24	Paid by EFT # 64727		03/18/2025	03/18/2025	03/28/2025		03/28/2025	1,981.50
Account 53610 - Building Repairs Totals										Invoice Transactions 2
										<u>\$2,111.50</u>
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6926	18-BBCC Cleaning service - Jan and Feb 2025	Paid by EFT # 64633		03/18/2025	03/18/2025	03/28/2025		03/28/2025	720.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										<u>\$720.00</u>
Program 187500 - Banneker Totals										Invoice Transactions 8
										<u>\$3,645.35</u>
Program 188001 - Inclusive Recreation										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320 325	06-cell phone chgs 02/12/25-03/11/25- Inv. 287297421132X031920 25	Paid by Check # 79880		03/19/2025	03/19/2025	03/19/2025		03/19/2025	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>



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM238147	18-OPS Toilet paper, paper towels, bowl cleaner and gloves	Paid by EFT # 64642		03/18/2025	03/18/2025	03/28/2025		03/28/2025	2,439.87
6394 - Imperial Dade (Nichols Paper & Supply CO)	7331682-00	18-OPS Custodial restroom cleaning supplies-glass cleaner, trash	Paid by EFT # 64668		03/18/2025	03/18/2025	03/28/2025		03/28/2025	1,059.50
6394 - Imperial Dade (Nichols Paper & Supply CO)	7331682-01	18-OPS Trushot Trigger dispensers, disinfectant cleansers	Paid by EFT # 64668		03/18/2025	03/18/2025	03/28/2025		03/28/2025	353.50
9431 - Midland Paper Company	IN02412023	18-OPS hand soap and trash liners	Paid by EFT # 64711		03/18/2025	03/18/2025	03/28/2025		03/28/2025	2,707.32
4626 - Rhomar Industries, INC	107809	18-OPS Bac-Attack 3 doz 12 qt bottles	Paid by EFT # 64745		03/18/2025	03/18/2025	03/28/2025		03/28/2025	700.36
Account 52210 - Institutional Supplies Totals									Invoice Transactions 5	\$7,260.55
Account 52230 - Garage and Motor Supplies										
8252 - Share Corporation	297345	18-OPS degreaser & penetrating oil for Ops mechanic shop	Paid by EFT # 64755		03/18/2025	03/18/2025	03/28/2025		03/28/2025	296.10
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 1	\$296.10
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	597124	18-OPS materials for waterfall boardwalk at Lower Cascades	Paid by EFT # 64598		03/18/2025	03/18/2025	03/28/2025		03/28/2025	214.84
8658 - Kleindorfer's Hardware LLC	781624	18-drill bit, shelf clips, 36"shelf	Paid by EFT # 64693		03/18/2025	03/18/2025	03/28/2025		03/28/2025	24.78
8658 - Kleindorfer's Hardware LLC	782842	18-wire stapler	Paid by EFT # 64693		03/18/2025	03/18/2025	03/28/2025		03/28/2025	3.49
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 3	\$243.11
Account 52340 - Other Repairs and Maintenance										
50594 - Barry Company, INC	128069	18-OPS Replacement faucets for substation & Winslow restrooms	Paid by EFT # 64595		03/18/2025	03/18/2025	03/28/2025		03/28/2025	337.19
409 - Black Lumber Co. INC	597242	18-OPS plumbing supplies for restroom season start up	Paid by EFT # 64598		03/18/2025	03/18/2025	03/28/2025		03/28/2025	169.96
423 - City Glass of Bloomington, INC	78388	18-OPS Acrylic sheet for new kiosk at Cresmont	Paid by EFT # 64618		03/18/2025	03/18/2025	03/28/2025		03/28/2025	38.89
8658 - Kleindorfer's Hardware LLC	782441	18-sawzall blades	Paid by EFT # 64693		03/18/2025	03/18/2025	03/28/2025		03/28/2025	30.28



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	783012	18-dropin anchors, pry bar	Paid by EFT # 64693		03/18/2025	03/18/2025	03/28/2025		03/28/2025	13.85
365 - Rogers Group, INC	0713017012	18-OPS- gravel-parking lot-#8 (11 tns) & #7 (19 CY)	Paid by EFT # 64749		03/18/2025	03/18/2025	03/28/2025		03/28/2025	858.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	625252	18-spark plug, radiator funnel, grease-for shop & Hustler mower	Paid by EFT # 64759		03/18/2025	03/18/2025	03/28/2025		03/28/2025	104.62
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 7	\$1,552.79
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16NC-FV1V-6LK7	18-Ultrasonic Rodent Repeller for Operations Usage	Paid by EFT # 64581		03/18/2025	03/18/2025	03/28/2025		03/28/2025	23.99
409 - Black Lumber Co. INC	596856	18-PVC glue and primer	Paid by EFT # 64598		03/18/2025	03/18/2025	03/28/2025		03/28/2025	12.99
409 - Black Lumber Co. INC	597231	18-treated lumber, washer, hardware	Paid by EFT # 64598		03/18/2025	03/18/2025	03/28/2025		03/28/2025	114.71
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-61462	18-OPS Dog Park sign, Seminary Portalet sign	Paid by EFT # 64747		03/18/2025	03/18/2025	03/28/2025		03/28/2025	154.42
Account 52420 - Other Supplies Totals									Invoice Transactions 4	\$306.11
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320325	06-cell phone chgs 02/12/25-03/11/25-Inv. 287297421132X03192025	Paid by Check # 79880		03/19/2025	03/19/2025	03/19/2025		03/19/2025	234.74
Account 53210 - Telephone Totals									Invoice Transactions 1	\$234.74
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0125	18- Water/Sewer January 2025 Charges- #4159-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	1,402.18
208 - City Of Bloomington Utilities	14187-001 0125	18- Water/Sewer January 2025 Charges- #14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	2,156.70
208 - City Of Bloomington Utilities	39530-002 0125	18- Water/Sewer January 2025 Charges- #39530-002	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	74.79
208 - City Of Bloomington Utilities	39530-002 0225	18-Water/Sewer February 2025 Charges-#39530-002	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	61.32



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	14187-001 0225	18-Water/Sewer February 2025 Charges-#14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	2,156.70
208 - City Of Bloomington Utilities	4159-001 0225	18- Wate/ Sewer February 2025 Charges-#4159-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	1,402.18
Account 53530 - Water and Sewer Totals									Invoice Transactions 6	\$7,253.87
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888106-7030525	18-Natural Gas Rose Hill 2- 01/31/25-02/27/25	Paid by Check # 79885		03/19/2025	03/19/2025	03/19/2025		03/19/2025	250.07
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888179-4031225	18- Natural Gas OPS SYP Maintenance 02/07/25-03/06/25	Paid by Check # 79885		03/19/2025	03/19/2025	03/19/2025		03/19/2025	184.26
Account 53540 - Natural Gas Totals									Invoice Transactions 2	\$434.33
Account 53650 - Other Repairs										
9300 - Huston Electric Holding CORP (Cassady Electric)	W12417	18-OPS Lighting on Grimes Bridge replaced-2/4/25	Paid by EFT # 64665		03/18/2025	03/18/2025	03/28/2025		03/28/2025	941.62
9300 - Huston Electric Holding CORP (Cassady Electric)	W12419	18-OPS Upsizing existing conduit-Rose Hill garage-2/18	Paid by EFT # 64665		03/18/2025	03/18/2025	03/28/2025		03/28/2025	950.00
7530 - Woodland Enterprises, LLC (Bloomington Roto-Rooter)	567-049250219001	18-OPS Clearing blocked plumbing at Rose Hill	Paid by EFT # 64801		03/18/2025	03/18/2025	03/28/2025		03/28/2025	321.00
Account 53650 - Other Repairs Totals									Invoice Transactions 3	\$2,212.62
Account 53990 - Other Services and Charges										
448 - Donald R Goodwin (Bullseye Utility Locating)	2363	18-OPS-Locate utilities-Winslow ball field-replace drinking foun	Paid by EFT # 64651		03/18/2025	03/18/2025	03/28/2025		03/28/2025	180.00
448 - Donald R Goodwin (Bullseye Utility Locating)	2362	18-OPS Locate utilities on B-line for signs	Paid by EFT # 64651		03/18/2025	03/18/2025	03/28/2025		03/28/2025	180.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$360.00
Program 189000 - Operations Totals									Invoice Transactions 34	\$20,154.22
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
7433 - Jane Trunsky (Crown Products, LLC)	135280	18- SYP Dog Waste Bags (6 cases) and Signage (3)	Paid by EFT # 64783		03/18/2025	03/18/2025	03/28/2025		03/28/2025	539.62
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$539.62



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52310 - Building Materials and Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	WP144671	18- SYP (2) EFX15S Sol VLV Caddy Kits	Paid by EFT # 64643		03/18/2025	03/18/2025	03/28/2025		03/28/2025	329.49
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions		1	<u>\$329.49</u>
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	783046	18- SYP caulk, batteries, gloves	Paid by EFT # 64693		03/18/2025	03/18/2025	03/28/2025		03/28/2025	46.91
Account 52420 - Other Supplies Totals							Invoice Transactions		1	<u>\$46.91</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002 0125	18- Water/Sewer January 2025 Charges- #39530-002	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	1,292.39
208 - City Of Bloomington Utilities	39530-002 0225	18-Water/Sewer February 2025 Charges-#39530-002	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	1,332.80
Account 53530 - Water and Sewer Totals							Invoice Transactions		2	<u>\$2,625.19</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888908-6031225	18- Natural Gas SYP Pav 02/07/25-03/06/25	Paid by Check # 79885		03/19/2025	03/19/2025	03/19/2025		03/19/2025	410.70
Account 53540 - Natural Gas Totals							Invoice Transactions		1	<u>\$410.70</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3322926	18- SYP Vestibule Rug Service 3/5/25	Paid by EFT # 64734		03/18/2025	03/18/2025	03/28/2025		03/28/2025	114.33
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions		1	<u>\$114.33</u>
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	Switch0225	18- SYP - 4 employees - Feb 2025	Paid by EFT # 64614		03/18/2025	03/18/2025	03/28/2025		03/28/2025	6,642.40
Account 53990 - Other Services and Charges Totals							Invoice Transactions		1	<u>\$6,642.40</u>
Program 189006 - Switchyard Property Totals							Invoice Transactions		8	<u>\$10,708.64</u>
Program 189500 - Urban Greenspace										
Account 52420 - Other Supplies										
4568 - Forestry Suppliers, INC	652798-00	18 - UGS 2 Jacto backpack sprayers	Paid by EFT # 64647		03/18/2025	03/18/2025	03/28/2025		03/28/2025	375.24
Account 52420 - Other Supplies Totals							Invoice Transactions		1	<u>\$375.24</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189500 - Urban Greenspace										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320 325	06-cell phone chgs 02/12/25-03/11/25- Inv. 287297421132X031920 25	Paid by Check # 79880		03/19/2025	03/19/2025	03/19/2025		03/19/2025	246.60
					Account 53210 - Telephone Totals		Invoice Transactions 1			\$246.60
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4159-001 0125	18- Water/Sewer January 2025 Charges- #4159-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	165.35
208 - City Of Bloomington Utilities	14187-001 0125	18- Water/Sewer January 2025 Charges- #14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	193.84
208 - City Of Bloomington Utilities	41294-001 0125	18- Water/Sewer January 2025 Charges- #41294-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	149.40
208 - City Of Bloomington Utilities	41294-001 0225	18- Water/Sewer February 2025 Charges-#41294-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	135.93
208 - City Of Bloomington Utilities	14187-001 0225	18-Water/Sewer February 2025 Charges-#14187-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	197.82
208 - City Of Bloomington Utilities	4159-001 0225	18- Wate/ Sewer February 2025 Charges-#4159-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	165.35
					Account 53530 - Water and Sewer Totals		Invoice Transactions 6			\$1,007.69
Account 53990 - Other Services and Charges										
8994 - Jack Thomas Cathcart (Oiko)	000734	18-UGS invasive management-Lower Cascades Pk-3/4/25	Paid by EFT # 64613		03/18/2025	03/18/2025	03/28/2025		03/28/2025	3,907.10
					Account 53990 - Other Services and Charges Totals		Invoice Transactions 1			\$3,907.10
					Program 189500 - Urban Greenspace Totals		Invoice Transactions 9			\$5,536.63
Program 189501 - Cemeteries										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320 325	06-cell phone chgs 02/12/25-03/11/25- Inv. 287297421132X031920 25	Paid by Check # 79880		03/19/2025	03/19/2025	03/19/2025		03/19/2025	41.10
					Account 53210 - Telephone Totals		Invoice Transactions 1			\$41.10



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Fund 2204 - Park and Recreation - Operating										
Department 18 - Parks & Recreation										
Program 189501 - Cemeteries										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001 0125	18- Water/Sewer January 2025 Charges- #41294-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	390.76
208 - City Of Bloomington Utilities	41294-001 0225	18- Water/Sewer February 2025 Charges-#41294-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	390.76
Account 53530 - Water and Sewer Totals									Invoice Transactions 2	<u>\$781.52</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879235- 5030725	18-Natural Gas Rosehill 1-02/04/25-03/03/25	Paid by Check # 79885		03/19/2025	03/19/2025	03/19/2025		03/19/2025	48.67
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879656- 2030725	18-Natural Gas Rose Hill 2 02/04/25- 03/03/25	Paid by Check # 79885		03/19/2025	03/19/2025	03/19/2025		03/19/2025	40.09
Account 53540 - Natural Gas Totals									Invoice Transactions 2	<u>\$88.76</u>
Program 189501 - Cemeteries Totals									Invoice Transactions 5	<u>\$911.38</u>
Program 189503 - Urban Forestry										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320 325	06-cell phone chgs 02/12/25-03/11/25- Inv. 287297421132X031920 25	Paid by Check # 79880		03/19/2025	03/19/2025	03/19/2025		03/19/2025	241.02
Account 53210 - Telephone Totals									Invoice Transactions 1	<u>\$241.02</u>
Account 53990 - Other Services and Charges										
Charles Swander	EST #276	18-Reimb-rear lamp- accident with City Vehicle 8781	Paid by Check # 79912		03/18/2025	03/18/2025	03/28/2025		03/28/2025	264.79
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$264.79</u>
Program 189503 - Urban Forestry Totals									Invoice Transactions 2	<u>\$505.81</u>
Department 18 - Parks & Recreation Totals									Invoice Transactions 134	<u>\$113,986.03</u>
Fund 2204 - Park and Recreation - Operating Totals									Invoice Transactions 134	<u>\$113,986.03</u>
Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
4504 - American National Red Cross	22761434	18 - CPR Instruction - 7 participants	Paid by EFT # 64582		03/18/2025	03/18/2025	03/28/2025		03/28/2025	280.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$280.00</u>



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 53940 - Temporary Contractual Employee										
9705 - Sarah C Greene	020325	18 - Fitness in the Park	Paid by EFT #		03/18/2025	03/18/2025	03/28/2025		03/28/2025	37.50
		Instructor - 2./3/25	64655							
8156 - Jennifer Marie Weiss	030325	18 - Fitness in the Park	Paid by EFT #		03/18/2025	03/18/2025	03/28/2025		03/28/2025	112.50
		Instructor - 2./17/25, 2/24/25, 3/3/25	64793							
8156 - Jennifer Marie Weiss	031025	18 - Fitness in the Park	Paid by EFT #		03/18/2025	03/18/2025	03/28/2025		03/28/2025	37.50
		Instructor - 3/10/25	64793							
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions	3		\$187.50
Program 181001 - Health & Wellness Totals							Invoice Transactions	4		\$467.50
Program 182500 - Frank Southern Center										
Account 52420 - Other Supplies										
2895 - Rapid Reproductions, INC	119828	18-Academy Sports banners TLRC, Winslow, Frank Southern	Paid by EFT #		03/18/2025	03/18/2025	03/28/2025		03/28/2025	84.16
			64743							
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$84.16
Program 182500 - Frank Southern Center Totals							Invoice Transactions	1		\$84.16
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	2746	18-FSC Concessions items 02/28/25	Paid by Check # 79905		03/18/2025	03/18/2025	03/28/2025		03/28/2025	423.52
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	1		\$423.52
Program 182501 - Frank Southern Center Concession Totals							Invoice Transactions	1		\$423.52
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
205 - City Of Bloomington	100926315	18 - Cascades Beer - Monarch Dist.	Paid by Check # 79892		03/18/2025	03/18/2025	03/28/2025		03/28/2025	1,792.50
205 - City Of Bloomington	372833	18 - Cascades Beer - Best Beers	Paid by Check # 79892		03/18/2025	03/18/2025	03/28/2025		03/28/2025	2,331.70
8155 - PepsiCo Beverage Sales, LLC	52406008	18 - Cascades Bottled Drinks, BIB, Water- 3/10/25	Paid by EFT # 64731		03/18/2025	03/18/2025	03/28/2025		03/28/2025	1,595.32
5819 - Synchrony Bank	0338	18 - Cascades Snack Bar - Candy, Gatorades, Muffins	Paid by Check # 79905		03/18/2025	03/18/2025	03/28/2025		03/28/2025	457.42
5819 - Synchrony Bank	4198	18 - Cascades Snack Bar - Monster Energy Drinks	Paid by Check # 79905		03/18/2025	03/18/2025	03/28/2025		03/28/2025	38.98
5819 - Synchrony Bank	9729	18 - Cascades Candy, Buns, Snack Bar items- 3/10/25	Paid by Check # 79905		03/18/2025	03/18/2025	03/28/2025		03/28/2025	167.84



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	0932	18-Snack bar items - Cascades Golf Course 3 -12-25	Paid by Check # 79905		03/18/2025	03/18/2025	03/28/2025		03/28/2025	99.76
21145 - Sysco USA III, LLC	438386562	18 - Cascades Hotdog, Hamburgers, Cups, Mustard	Paid by EFT # 64767		03/18/2025	03/18/2025	03/28/2025		03/28/2025	920.53
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 8		<hr/> \$7,404.05	
Program 183500 - Golf Services Totals							Invoice Transactions 8		<hr/> \$7,404.05	
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	919792764	18-golf clubs, hats, visors for pro shop	Paid by Check # 79886		03/18/2025	03/18/2025	03/28/2025		03/28/2025	1,736.07
4072 - Acushnet Company	919781263	18-golf gloves for pro shop (180)	Paid by Check # 79886		03/18/2025	03/18/2025	03/28/2025		03/28/2025	2,116.80
4072 - Acushnet Company	919793058	18-apparel for the pro shop - shirts and pants	Paid by Check # 79886		03/18/2025	03/18/2025	03/28/2025		03/28/2025	2,457.88
4072 - Acushnet Company	919868737	18 - Cascades Golf Balls (162 dozen)	Paid by Check # 79886		03/18/2025	03/18/2025	03/28/2025		03/28/2025	3,200.95
4072 - Acushnet Company	919868644	18 - Cascades Zephyr Windshirt Navy	Paid by Check # 79886		03/18/2025	03/18/2025	03/28/2025		03/28/2025	50.18
4072 - Acushnet Company	919888835	18 - Cascades Golf Balls (84 dozen)	Paid by Check # 79886		03/18/2025	03/18/2025	03/28/2025		03/28/2025	3,470.36
4072 - Acushnet Company	919903414	18 - Cascades Putters (7)	Paid by Check # 79886		03/18/2025	03/18/2025	03/28/2025		03/28/2025	2,320.50
4465 - Michael Allen (Tour Guide Golf)	209662	18 - Cascades Sunglasses (36)	Paid by Check # 79887		03/18/2025	03/18/2025	03/28/2025		03/28/2025	328.83
4356 - Dynamic Brands, LLC (Devant Sports Towels)	INV1779927	18 - Cascades Push Carts	Paid by Check # 79893		03/18/2025	03/18/2025	03/28/2025		03/28/2025	314.80
3978 - J & M Golf, INC	0718966-IN	18 - Cascades Golf Tees, club brushes	Paid by EFT # 64682		03/18/2025	03/18/2025	03/28/2025		03/28/2025	927.14
53619 - Ping, INC	18087447	18-headwear for clubs (12)	Paid by EFT # 64733		03/18/2025	03/18/2025	03/28/2025		03/28/2025	230.40
53619 - Ping, INC	18087435	18-golf clubs	Paid by EFT # 64733		03/18/2025	03/18/2025	03/28/2025		03/28/2025	2,225.17
53619 - Ping, INC	18087441	18-golf accessories; towels, headwear, headcover	Paid by EFT # 64733		03/18/2025	03/18/2025	03/28/2025		03/28/2025	2,215.49
53619 - Ping, INC	18087438	18 - Cascades Golf Bags (19)	Paid by EFT # 64733		03/18/2025	03/18/2025	03/28/2025		03/28/2025	3,098.90
53619 - Ping, INC	18087437	18 - Cascades Golf Clubs -3/3/2025	Paid by EFT # 64733		03/18/2025	03/18/2025	03/28/2025		03/28/2025	5,513.45



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
53619 - Ping, INC	18097606	18 - Cascades Golf Club	Paid by EFT #		03/18/2025	03/18/2025	03/28/2025		03/28/2025	83.26
		(1)	64733							
53619 - Ping, INC	18102922	18 - Cascades Golf	Paid by EFT #		03/18/2025	03/18/2025	03/28/2025		03/28/2025	151.05
		Club-metal woods LH	64733							
53619 - Ping, INC	18097609	18 - Cascades Golf	Paid by EFT #		03/18/2025	03/18/2025	03/28/2025		03/28/2025	237.05
		Clubs-3/6/2025	64733							
6481 - Precision Pro Sports, LLC	1542253	18 - Cascades (7)	Paid by EFT #		03/18/2025	03/18/2025	03/28/2025		03/28/2025	992.95
		Range Finders	64736							
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	19		<u>\$31,671.23</u>
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions	19		<u>\$31,671.23</u>
Program 184500 - Youth Services -Juke Box										
Account 52210 - Institutional Supplies										
8658 - Kleindorfer's Hardware LLC	781869	18-Smoke/CO2	Paid by EFT #		03/18/2025	03/18/2025	03/28/2025		03/28/2025	54.99
		Detector for AJB	64693							
Account 52210 - Institutional Supplies Totals							Invoice Transactions	1		<u>\$54.99</u>
Program 184500 - Youth Services -Juke Box Totals							Invoice Transactions	1		<u>\$54.99</u>
Program 184501 - Youth Services-Kid City Camps										
Account 53230 - Travel										
12906 - Amy Shrake	AMERCAMP-2.2025	18-per diem/pkg-	Paid by EFT #		03/18/2025	03/18/2025	03/28/2025		03/28/2025	341.00
		American Camp Conf-	64757							
		AJB-TX-2/17-2/22								
Account 53230 - Travel Totals							Invoice Transactions	1		<u>\$341.00</u>
Program 184501 - Youth Services-Kid City Camps Totals							Invoice Transactions	1		<u>\$341.00</u>
Program 185000 - Twin Lakes Recreation Center										
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	27755	18-TLRC Institutional	Paid by EFT #		03/18/2025	03/18/2025	03/28/2025		03/28/2025	563.24
		Supplies-soap, trash	64659							
		liners, sanitizer, cl								
5819 - Synchrony Bank	2764	18 - TLRC Facility &	Paid by Check		03/18/2025	03/18/2025	03/28/2025		03/28/2025	131.90
		Industrial Supplies,	# 79905							
		towels & 55 gal bags								
Account 52210 - Institutional Supplies Totals							Invoice Transactions	2		<u>\$695.14</u>
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	781936	18-two pad locks,	Paid by EFT #		03/18/2025	03/18/2025	03/28/2025		03/28/2025	91.94
		painters tape, six keys	64693							
		copied								
4443 - The Sherwin Williams Company	1556-3	18-TLRC Paint/Painting	Paid by EFT #		03/18/2025	03/18/2025	03/28/2025		03/28/2025	28.36
		Supplies	64775							
4443 - The Sherwin Williams Company	1984-7	18-Paint/Painting	Paid by EFT #		03/18/2025	03/18/2025	03/28/2025		03/28/2025	113.20
		Supplies-TLRC-	64775							
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions	3		<u>\$233.50</u>



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HP4-VQRN-6X66	18-Caution Tape, Artificial Grass Adhesive for Twin Lakes Repair	Paid by EFT # 64581		03/18/2025	03/18/2025	03/28/2025		03/28/2025	117.10
Account 52340 - Other Repairs and Maintenance Totals Invoice Transactions 1										<u>\$117.10</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HP4-VQRN-6X66	18-Caution Tape, Artificial Grass Adhesive for Twin Lakes Repair	Paid by EFT # 64581		03/18/2025	03/18/2025	03/28/2025		03/28/2025	25.44
2895 - Rapid Reproductions, INC	119828	18-Academy Sports banners TLRC, Winslow, Frank Southern	Paid by EFT # 64743		03/18/2025	03/18/2025	03/28/2025		03/28/2025	84.16
Account 52420 - Other Supplies Totals Invoice Transactions 2										<u>\$109.60</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	39530-002 0125	18- Water/Sewer January 2025 Charges- #39530-002	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	1,037.36
208 - City Of Bloomington Utilities	39530-002 0225	18-Water/Sewer February 2025 Charges-#39530-002	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	983.48
Account 53530 - Water and Sewer Totals Invoice Transactions 2										<u>\$2,020.84</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888116-6030525	18-Natural Gas TLRC - 01/31/25-02/27/25	Paid by Check # 79885		03/19/2025	03/19/2025	03/19/2025		03/19/2025	735.49
Account 53540 - Natural Gas Totals Invoice Transactions 1										<u>\$735.49</u>
Account 53610 - Building Repairs										
53657 - Plymate, INC	3327700	18 - TLRC Entry Mat Service 03/12/25	Paid by EFT # 64734		03/18/2025	03/18/2025	03/28/2025		03/28/2025	82.38
Account 53610 - Building Repairs Totals Invoice Transactions 1										<u>\$82.38</u>
Program 185000 - Twin Lakes Recreation Center Totals Invoice Transactions 12										<u>\$3,994.05</u>
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	031325	18- TLRC Group Ex Instructor Pay 03/03/25-03/13/25	Paid by EFT # 64592		03/18/2025	03/18/2025	03/28/2025		03/28/2025	245.00



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
9124 - Karin B Coopersmith	031325	18- TLRC Group Ex Instructor Pay 03/06/25, 03/10/25, 03/13/25	Paid by EFT # 64623		03/18/2025	03/18/2025	03/28/2025		03/28/2025	93.75
8370 - Alice M Day	030425	18- TLRC Group Ex Instructor Pay 03/04/25	Paid by EFT # 64629		03/18/2025	03/18/2025	03/28/2025		03/28/2025	31.25
9702 - Karissa Jeanette Foree	030725	18- TLRC Group Ex Instructor Pay 03/07/25	Paid by EFT # 64646		03/18/2025	03/18/2025	03/28/2025		03/28/2025	31.25
5274 - Catherine T Gossett	031425	18-TLRC Group Ex Instructor Pay 03/03/25-03/14/25	Paid by EFT # 64653		03/18/2025	03/18/2025	03/28/2025		03/28/2025	490.00
8399 - Gustavus Alexis McLeod	030425	18- TLRC Group Ex Instructor Pay 03/04/25	Paid by EFT # 64709		03/18/2025	03/18/2025	03/28/2025		03/28/2025	31.25
9212 - Siddhartha T McLeod	030625	18- TLRC Group Ex Instructor Pay 03/06/25	Paid by EFT # 64710		03/18/2025	03/18/2025	03/28/2025		03/28/2025	31.25
8451 - Sarah K Peters	030325	18- TLRC Group Ex Instructor Pay 03/03/25	Paid by EFT # 64732		03/18/2025	03/18/2025	03/28/2025		03/28/2025	42.00
9378 - Feather Byghe Sebree	030525	18- TLRC Group Ex Instructor Pay 03/05/25	Paid by EFT # 64754		03/18/2025	03/18/2025	03/28/2025		03/28/2025	31.25
8184 - Emily E Tally	031125	18- TLRC Group Ex Instructor Pay 03/04/25-03/11/25	Paid by EFT # 64769		03/18/2025	03/18/2025	03/28/2025		03/28/2025	93.75
9354 - Logan Thomas	031325	18- TLRC Group Ex Instructor Pay 03/04/25-03/13/25	Paid by EFT # 64776		03/18/2025	03/18/2025	03/28/2025		03/28/2025	168.00
9126 - Meredith I Wendell	031125	18- TLRC Group Ex Instructor Pay 03/04/25, 03/11/25	Paid by EFT # 64794		03/18/2025	03/18/2025	03/28/2025		03/28/2025	62.50
9222 - Skyler Wildfong	031225	18- TLRC Group Ex Instructor Pay 03/03/25-03/12/25	Paid by EFT # 64797		03/18/2025	03/18/2025	03/28/2025		03/28/2025	125.00
7960 - Lauren Wilson (Elae Entertainment Group LLC)	031325	18- TLRC Group Ex Instructor Pay 03/13/25	Paid by EFT # 64799		03/18/2025	03/18/2025	03/28/2025		03/28/2025	31.25
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 14		\$1,507.50	
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions 14		\$1,507.50	



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Invoice Date Range 03/15/25 - 03/28/25

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 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
7184 - Larry Branam	030525	18-TLRC-Basketball Officials Pay 03/04/25 & 03/05/25	Paid by EFT # 64607		03/18/2025	03/18/2025	03/28/2025		03/28/2025	100.00
8414 - Scott Matthew Burton	031325	18-TLRC-Basketball Officials Pay 03/03/25-03/13/25	Paid by EFT # 64609		03/18/2025	03/18/2025	03/28/2025		03/28/2025	250.00
20105 - Brandon B Chambers	031225	18-TLRC-Basketball Officials Pay 03/05/25-03/12/25	Paid by EFT # 64616		03/18/2025	03/18/2025	03/28/2025		03/28/2025	200.00
17565 - Michael B Hicks (Contractual)	031125	18-TLRC-Basketball Officials Pay 03/04/25 & 03/11/25	Paid by EFT # 64661		03/18/2025	03/18/2025	03/28/2025		03/28/2025	100.00
9555 - Matthew Shane Murphy	030625	18-TLRC-Basketball Officials Pay 03/04/25 & 03/06/25	Paid by EFT # 64717		03/18/2025	03/18/2025	03/28/2025		03/28/2025	100.00
8961 - Brandon Olson	031325	18-TLRC-Basketball Officials Pay 03/03/25 & 03/13/25	Paid by EFT # 64726		03/18/2025	03/18/2025	03/28/2025		03/28/2025	100.00
9714 - Nathan Rushing	031125	18-TLRC-Basketball Officials Pay 03/03/25-03/11/25	Paid by EFT # 64752		03/18/2025	03/18/2025	03/28/2025		03/28/2025	250.00
9167 - David E Stewart	031325	18-TLRC-Basketball Officials Pay 03/04/25-03/13/25	Paid by EFT # 64765		03/18/2025	03/18/2025	03/28/2025		03/28/2025	250.00
8454 - David Lee Williams	031325	18-TLRC-Basketball Officials Pay 03/03/25-03/13/25	Paid by EFT # 64798		03/18/2025	03/18/2025	03/28/2025		03/28/2025	200.00
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 9		<div></div> \$1,550.00	
Program 185003 - TLRC-Basketball Totals							Invoice Transactions 9		<div></div> \$1,550.00	
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	80-188677	18 - TLRC Concession Supplies 3-10-25	Paid by EFT # 64650		03/18/2025	03/18/2025	03/28/2025		03/28/2025	495.40
8155 - PepsiCo Beverage Sales, LLC	40218003	18 - TLRC Concession Supplies 3-5-25	Paid by EFT # 64731		03/18/2025	03/18/2025	03/28/2025		03/28/2025	847.50
8155 - PepsiCo Beverage Sales, LLC	58106011	18 - TLRC Concession for Sale 03/12/25	Paid by EFT # 64731		03/18/2025	03/18/2025	03/28/2025		03/28/2025	1,386.00
5819 - Synchrony Bank	3846	18 - TLRC Concession Supplies 3-07-25	Paid by Check # 79905		03/18/2025	03/18/2025	03/28/2025		03/28/2025	51.30
5819 - Synchrony Bank	2765	18 - TLRC Concession Supplies 03/14/25	Paid by Check # 79905		03/18/2025	03/18/2025	03/28/2025		03/28/2025	947.48



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Fund 2211 - Park Nonreverting Operating										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
21145 - Sysco USA III, LLC	438376557	18 - TLRC Concession Supplies 3-05-25	Paid by EFT # 64767		03/18/2025	03/18/2025	03/28/2025		03/28/2025	715.62
21145 - Sysco USA III, LLC	438385293	18 - TLRC Concession Supplies 03/12/25	Paid by EFT # 64767		03/18/2025	03/18/2025	03/28/2025		03/28/2025	639.69
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 7			\$5,082.99
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 7			\$5,082.99
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FW3-FL7L-HMPY	18-Mini Colored Pencils, Nature Stickers, Cinch Backpacks for CE	Paid by EFT # 64581		03/18/2025	03/18/2025	03/28/2025		03/28/2025	264.43
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$264.43
Account 53320 - Advertising										
9314 - RRS II Media LLC (Mail Pak Magazine)	6519-M	18-50+ Expo full page ads in MailPak Blgtn & Bedford	Paid by EFT # 64750		03/18/2025	03/18/2025	03/28/2025		03/28/2025	1,799.00
Account 53320 - Advertising Totals							Invoice Transactions 1			\$1,799.00
Account 53990 - Other Services and Charges										
7767 - Daniel P Alexander (Beetlegraphix)	00012025	18-SYP-Caricatures @ Pet Expo Event 3/9/25	Paid by EFT # 64580		03/18/2025	03/18/2025	03/28/2025		03/28/2025	400.00
9005 - Laundry Investments LLC (Jet Laundromat)	1215	18 - Table Linen Laundering-3/11/25	Paid by EFT # 64699		03/18/2025	03/18/2025	03/28/2025		03/28/2025	102.80
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$502.80
Program 186500 - Community Events Totals							Invoice Transactions 4			\$2,566.23
Program 186503 - Community Events-Farmers' Market										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320325	06-cell phone chgs 02/12/25-03/11/25-Inv. 287297421132X03192025	Paid by Check # 79880		03/19/2025	03/19/2025	03/19/2025		03/19/2025	71.33
Account 53210 - Telephone Totals							Invoice Transactions 1			\$71.33
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-0010125	18- Water/Sewer January 2025 Charges- #41294-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	11.21



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Invoice Date Range 03/15/25 - 03/28/25

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 186503 - Community Events-Farmers' Market										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	41294-001 0225	18- Water/Sewer February 2025 Charges-#41294-001	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	11.21
Account 53530 - Water and Sewer Totals									Invoice Transactions 2	\$22.42
Account 53990 - Other Services and Charges										
Melvin & Karen Reeves	REEVES- TORTCLAIM	18-Reimb-damage to 2013 Ford F150 at SYP-11/23/24	Paid by Check # 79910		03/18/2025	03/18/2025	03/28/2025		03/28/2025	1,147.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$1,147.00
Program 186503 - Community Events-Farmers' Market Totals									Invoice Transactions 4	\$1,240.75
Program 187006 - Adult Sports-Concessions										
Account 52340 - Other Repairs and Maintenance										
392 - Koorsen Fire & Security, INC	IN00896252	18-TLSP-12yr Hydro/Hood Compliance	Paid by EFT # 64697		03/18/2025	03/18/2025	03/28/2025		03/28/2025	1,197.06
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$1,197.06
Program 187006 - Adult Sports-Concessions Totals									Invoice Transactions 1	\$1,197.06
Program 187202 - Youth Sports-Winslow										
Account 52420 - Other Supplies										
2895 - Rapid Reproductions, INC	119828	18-Academy Sports banners TLRC, Winslow, Frank Southern	Paid by EFT # 64743		03/18/2025	03/18/2025	03/28/2025		03/28/2025	84.16
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$84.16
Program 187202 - Youth Sports-Winslow Totals									Invoice Transactions 1	\$84.16
Program 189006 - Switchyard Property										
Account 53990 - Other Services and Charges										
2123 - Jerico Metal Specialties, LLC	25-1310-1	18-SYP Bridge Repairs from Permitted Event Damage	Paid by EFT # 64685		03/18/2025	03/18/2025	03/28/2025		03/28/2025	5,800.00
Melvin & Karen Reeves	REEVES- TORTCLAIM	18-Reimb-damage to 2013 Ford F150 at SYP-11/23/24	Paid by Check # 79910		03/18/2025	03/18/2025	03/28/2025		03/28/2025	1,147.01
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$6,947.01
Program 189006 - Switchyard Property Totals									Invoice Transactions 2	\$6,947.01



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Invoice Date Range 03/15/25 - 03/28/25

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 189400 - Hopewell										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	781563	18-HOPE Materials for installing pickleball court	Paid by EFT # 64693		03/18/2025	03/18/2025	03/28/2025		03/28/2025	57.99
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$57.99</u>
Account 53990 - Other Services and Charges										
208 - City Of Bloomington Utilities	39530-002 0125	18- Water/Sewer January 2025 Charges- #39530-002	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	33.63
208 - City Of Bloomington Utilities	39530-002 0225	18-Water/Sewer February 2025 Charges-#39530-002	Paid by Check # 79882		03/19/2025	03/19/2025	03/19/2025		03/19/2025	67.26
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	<u>\$100.89</u>
Program 189400 - Hopewell Totals									Invoice Transactions 3	<u>\$158.88</u>
Program G21015 - 2021-2024 Leonard Sp Nature Days										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1PGW-4VY1-6QV4	18-(5) 4-Packs of 6"x9" Mini Clipboards for LS Nature Days	Paid by EFT # 64581		03/18/2025	03/18/2025	03/28/2025		03/28/2025	47.00
4574 - John Deere Financial f.s.b. (Rural King)	258886	18 - (3) forestry safety helmets; (8) tubs for nature days	Paid by Check # 79899		03/18/2025	03/18/2025	03/28/2025		03/28/2025	105.91
Account 52420 - Other Supplies Totals									Invoice Transactions 2	<u>\$152.91</u>
Program G21015 - 2021-2024 Leonard Sp Nature Days Totals									Invoice Transactions 2	<u>\$152.91</u>
Department 18 - Parks & Recreation Totals									Invoice Transactions 94	<u>\$64,927.99</u>
Fund 2211 - Park Nonreverting Operating Totals									Invoice Transactions 94	<u>\$64,927.99</u>
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	2022	18-Design Services for Building Trades PH I Improv 3/02/25	Paid by EFT # 64703		03/18/2025	03/18/2025	03/28/2025		03/28/2025	1,000.00
Account 54510 - Other Capital Outlays Totals									Invoice Transactions 1	<u>\$1,000.00</u>
Program G21005 - ARPA COVID Local Fiscal Recovery Totals									Invoice Transactions 1	<u>\$1,000.00</u>
Department 18 - Parks & Recreation Totals									Invoice Transactions 1	<u>\$1,000.00</u>
Fund 2402 - ARP COVID Local Fiscal Recovery Totals									Invoice Transactions 1	<u>\$1,000.00</u>



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Invoice Date Range 03/15/25 - 03/28/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4665 - Parks GO Bonds 2022										
Department 18 - Parks & Recreation										
Program 180000 - Main										
Account 54510 - Other Capital Outlays										
3663 - WSP USA, INC	40144546	07-2nd St PBL-2nd ST Modernization 10/12/24-01/17/25	Paid by EFT # 64803		03/18/2025	03/18/2025	03/28/2025		03/28/2025	68,252.73
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		<u>\$68,252.73</u>
Program 180000 - Main Totals							Invoice Transactions	1		<u>\$68,252.73</u>
Department 18 - Parks & Recreation Totals							Invoice Transactions	1		<u>\$68,252.73</u>
Fund 4665 - Parks GO Bonds 2022 Totals							Invoice Transactions	1		<u>\$68,252.73</u>
Grand Totals							Invoice Transactions	230		<u>\$248,166.75</u>

CITY OF BLOOMINGTON

Journal Fund Summary Report

[illegible]

REVENUES AND EXPENSES: COMPARISON REPORT								
	Expenses February 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of February	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of February	2025 % of Expenses2
	General Fund							
100	Administration	967,553	831,505	271,215	32.62%	1,153,565	317,223	27.50%
101	Health & Wellness	96,485	100,881	12,473	12.36%	108,676	13,882	12.77%
110	Community Relations	526,904	509,068	35,626	7.00%	497,933	53,797	7.15%
201	Aquatics	515,687	473,268	29,381	6.21%	614,193	10,467	1.70%
250	Frank Southern Center	476,556	394,405	80,730	20.47%	478,717	73,626	15.38%
350	Golf Services	1,121,282	1,111,405	111,240	10.01%	1,107,482	118,317	10.68%
400	Natural Resources	489,686	384,193	31,850	8.29%	489,115	38,792	7.93%
450	Youth Programs	87,236	82,921	10,652	12.85%	95,851	13,206	13.78%
500	TLRC	336,480	314,339	39,819	12.67%	411,396	55,122	13.40%
650	Community Events	586,536	559,780	46,361	8.28%	557,949	79,196	14.19%
701	Adult Sports	280,961	293,681	23,085	7.86%	306,073	21,006	6.86%
720	Youth Sports	341,796	304,798	26,946	8.84%	330,873	14,004	4.23%
750	BBCC	456,923	339,608	44,088	12.98%	507,621	39,402	7.76%
801	Inclusive Recreation	105,704	96,920	9,062	9.35%	92,771	8,807	9.49%
900	Operations	2,300,690	2,108,900	182,453	8.65%	2,393,841	190,434	7.96%
906	Switchyard Property	1,104,528	846,400	83,633	9.88%	1,112,005	100,078	9.00%
950	Urban Greenspace	1,198,072	933,709	71,067	7.61%	1,154,905	70,472	6.10%
951	Cemeteries	243,032	206,016	15,238	7.40%	242,063	16,273	6.72%
953	Urban Forestry	697,586	647,680	102,656	15.85%	561,154	47,507	8.47%
	General Fund total:	11,933,697	10,539,478	1,227,573	11.65%	12,216,179	1,281,611	10.49%
	Expenses February 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of February	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of February	2025 % of Expenses2
	Non-Reverting Fund							
100	Administration	19,400	5,525	1,181	21.37%	32,000	144	0.45%
101	Health & Wellness	5,925	14,462	725	5.01%	11,149	67	0.60%
110	Community Relations	5,350	2,045	0	0.00%	3,000	0	0.00%
201	Aquatics	94,712	68,315	2	0.00%	131,161	2,529	1.93%
250	Frank Southern Center	116,963	70,277	18,703	26.61%	121,037	20,601	17.02%
350	Golf Services	163,535	184,016	183	0.10%	242,847	7,124	2.93%
400	Natural Resources	46,850	57,423	25,460	44.34%	53,350	24,420	45.77%
450	Youth Programs	171,747	174,109	383	0.22%	165,818	3,889	2.35%
500	*TLRC - day to day	877,333	823,393	94,661	11.50%	641,795	66,812	10.41%
650	Community Events	149,792	145,809	6,643	4.56%	151,675	7,966	5.25%
701	Adult Sports	90,505	36,961	1,619	4.38%	75,636	0	0.00%
720	Youth Sports	935	2,601	1,247	47.95%	5,647	0	0.00%
750	BBCC	5,960	2,010	0	0.00%	5,375	131	2.43%
801	Inclusive Recreation	0	0	0	0.00%	0	0	0.00%
900	Operations	53,340	35,592	5,145	14.45%	43,340	55	0.13%
906	Switchyard	36,185	29,555	2,230	7.55%	55,471	1,859	3.35%
940	Hopewell	0	346	4,585	1325.37%	46,100	3,527	7.65%
953	Urban Forestry	14,800	61,718		0.00%	14,900	0	0.00%
	N-R Fund subtotal:	1,853,333	1,714,157	162,767	9.50%	1,800,301	139,124	7.73%
	TLRC - bond	482,912	482,913	238,506	49.39%	481,987	240,106	49.82%
	N-R Fund total:	2,336,245	2,197,069	401,274	18.26%	2,282,288	379,230	16.62%

	Expenses February 2025	2024 Total Expense Budget	2024 Expenses as of December	2024 Expenses as of February	2024 % of Expenses	2025 Total Expense Budget2	2025 Expenses as of February	2025 % of Expenses2
	Other Misc Funds							
	24-25 MCCSC 21st Com Learn		26,650				6,902	
	23-24 MCCSC 21st Com Learn		28,245	9,003			1,748	
	2022-2024 MCCSC 21st Century							
	Storm Response Plan							
	Banneker Nature Days		4,854					
	Leonard Sp Nature Days		4,140				83	
	Griffy Nature Days		6,719					
	2024 Summer Food Service		10,015					
	Nature Preserves Invasive							
	NRPA Nutrition Hub		2,038				137	
	Yappa Grant						1,003	
	Duke Power Line							
	Griffy Lake LARE Grant		3,532					
	Other Misc Funds total:	0	28,245	9,003	31.87%	0	9,872	
	TOTAL ALL FUNDS	14,269,942	9,537,723	1,637,849	17.17%	14,498,468	1,670,713	11.52%

PARKS AND RECREATION REVENUES AND EXPENSES: COMPARISON REPORT							
Revenue February 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of February	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of February	2025 % of Revenue Collected to date
General Fund							
Taxes/Misc Revenue	8,342,431	8,360,406		0.00%	9,391,470	0	0.00%
Administration	766,400	774,062	87	0.01%	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	74,983	33.96%	199,500	71,213	35.70%
Golf Services	766,000	1,107,007	23,241	2.10%	821,000	622	0.08%
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	1,040	0.00%	15,000	1,001	6.67%
Adult Sports	32,000		0	0.00%	32,000	0	0.00%
Youth Sports	6,000	13,706	-93	-0.68%	6,000	710	11.83%
BBCC	19,260	33,027	5,905	17.88%	20,030	7,448	37.18%
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	3,700	11.33%	43,750	2,100	4.80%
Urban Forestry	0			0.00%	0	0	0.00%
Subtotal Program Rev	2,053,335	2,442,180	108,863	4.46%	1,343,280	83,093	6.19%
General Fund Total	10,395,766	10,802,586	108,863	1.01%	10,734,750	83,093	0.77%

Revenue February 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of February	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of February	2025 % of Revenue Collected to date
Non-Reverting Fund							
Administration	35,600	28,473	12,160	42.71%	35,600	9,810	27.56%
Health & Wellness	13,400	15,952	2,502	15.68%	15,000	1,866	12.44%
Community Relations	3,000	3,290	820	24.92%	3,000	1,000	33.33%
Aquatics	83,800	97,621	650	0.67%	85,700	100	0.12%
Frank Southern	84,550	90,062	19,453	21.60%	80,750	22,370	27.70%
Golf Services	184,500	296,173	7,035	2.38%	184,500	4,882	2.65%
Natural Resources	71,400	78,623	1,555	1.98%	77,500	266	0.34%
Youth Programs	174,500	179,013	5,332	2.98%	170,000	2,981	1.75%
*TLRC -Operational	902,598	893,441	183,452	20.53%	931,104	164,251	17.64%
Community Events	145,000	160,660	33,376	20.77%	153,000	53,572	35.01%
Adult Sports	95,000	73,278	-4,859	-6.63%	53,660	1,790	3.34%
Youth Sports	45,350	33,889	0	0.00%	45,350	-126	-0.28%
BBCC	7,200	11,038	289	2.62%	10,500	569	5.42%
Operations	82,440	75,020	15,725	20.96%	82,440	7,122	8.64%
Switchyard	60,000	90,286	5,568	6.17%	74,000	10,469	14.15%
Urban Greenspace	0	0		0.00%	0	0	0.00%
Cemeteries	0	0		0.00%	0	0	0.00%
Urban Forestry	23,600	18,656	1,950	10.45%	23,600	0	0.00%
N-R Fund subtotal:	2,011,938	2,145,475	285,008	13.28%	2,025,704	280,922	13.87%
Revenue February 2025	2024 Projected Revenue	2024 Revenue as of December	2024 Revenue as of February	2024 % of Revenue Collected to date	2025 Projected Revenue for year	2025 Revenue as of February	2025 % of Revenue Collected to date
Other Misc Funds							

24-25 MCCSC 21st Century Learn						6,111	
G23-24 MCCSC 21st Com							
22-23 MCCSC 21st Cent			3,436				
Duke Power Line			24,875				
Rosehill Trust			513			455	
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	28,824		24,900	9,617	

TOTAL ALL FUNDS	12,407,704	12,948,062	422,696	3.26%	12,785,354	373,631	2.92%
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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 02/28/2025	Other Misc. Revenue	Expenses as of 02/28/2025	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	9,810.11		144.48		9,665.63	495,540.00
Health & Wellness	20,554.92	1,866.00		66.87		1,799.13	22,354.05
Community Relations	46,384.27	1,000.00		0.00		1,000.00	47,384.27
Aquatics	419,105.86	100.00		2,529.04		(2,429.04)	416,676.82
Frank Southern Center	213,570.19	22,369.75		20,601.03		1,768.72	215,338.91
Golf Course	549,526.71	4,881.83		7,124.27		(2,242.44)	547,284.27
Natural Resources	432,146.52	266.00		24,419.62		(24,153.62)	407,992.90
Allison Jukebox	343,545.21	2,980.62		3,888.70		(908.08)	342,637.13
TLRC	(3,700,424.87)	148,050.62		306,918.17		(158,867.55)	(3,859,292.42)
TLRC Reserve	1,015,085.85	16,200.58		0.00		16,200.58	1,031,286.43
Community Events	555,736.27	53,572.40		7,965.62		45,606.78	601,343.05
Adult Sports	40,927.16	1,790.20		0.00		1,790.20	42,717.36
Youth Sports	25,113.29	(126.26)		0.00		(126.26)	24,987.03
Skate Park	22,417.65	0.00		0.00		0.00	22,417.65
Benjamin Banneker Comm Center	68,616.10	568.87		130.60		438.27	69,054.37
Operations	382,696.48	7,121.59		55.26		7,066.33	389,762.81
Switchyard Property	397,624.77	10,469.48		1,859.38		8,610.10	406,234.87
Hopewell	(345.92)	0.00		3,527.00		(3,527.00)	(3,872.92)
Urban Forestry	60,168.12	0.00		0.00		0.00	60,168.12
TOTALS	1,378,322.95	280,921.79	0.00	379,230.04	0.00	(98,308.25)	1,280,014.70
							(98,308.25)
							ACTUAL INCREASE - DECREASE FOR THE CURRENT FISCAL YEAR

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
02/06/2025	2701095	6	AR	245104_A	Kid City After Hours (245104-A)	Refund Now	grabowsm	35.00	0.00	35.00
02/06/2025	2701096	6	AR	245104_A	Kid City After Hours (245104-A)	Refund Now	grabowsm	35.00	0.00	35.00
02/10/2025	2702773	6	PM	TLRC - Senior EF	Senior EFT (37503)	Refund Now	grabowsm	20.00	0.00	20.00
02/10/2025	2702773	6	PM	TLRC - Add On E	Add On EFT (37504)	Refund Now	grabowsm	15.00	0.00	15.00
02/13/2025	2704320	6	AR	165206_A	Tea Blending to Beat the Winter Blue	Refund Now	grabowsm	25.00	0.00	25.00
02/14/2025	2705066	6	AR	245104_B	Kid City After Hours (245104-B)	Refund Now	grabowsm	35.00	0.00	35.00
02/18/2025	2706962	6	AR	175301_C	Yoga for Tots (175301-C)	Refund Now	grabowsm	10.00	0.00	10.00
02/18/2025	2706962	6	AR	175301_C	Yoga for Tots (175301-C)	Refund Now	grabowsm	10.00	0.00	10.00
02/19/2025	2707444	6	FR	SHELT_BNTPK_	Building Trades Shelter on 05/10/202	Refund Now	grabowsm	62.00	0.00	62.00
02/25/2025	2710234	6	AR	175301_D	Yoga for Tots (175301-D)	Refund Now	grabowsm	10.00	0.00	10.00
02/25/2025	2710234	6	AR	175301_D	Yoga for Tots (175301-D)	Refund Now	grabowsm	10.00	0.00	10.00
02/26/2025	2710690	6	AR	125017_C	House Hockey II - Level 3 (125017-C	Refund Now	grabowsm	38.00	0.00	38.00
02/26/2025	2710691	6	AR	125017_C	House Hockey II - Level 3 (125017-C	Refund Now	grabowsm	28.00	0.00	28.00
02/27/2025	2711061	5	FR	SHELT_CASPK_	Sycamore Shelter on 05/31/2025 at	Refund Now	michele.wilson	97.00	0.00	97.00
02/28/2025	2711737	6	AR	125017_C	Hockey Hockey II - Level 3 (125017-	Refund Now	grabowsm	28.00	0.00	28.00

Report Summary Totals

Total Refund Records:	15
Total Fees Refunded:	458.00
Total Tax Refunded:	0.00
Total Amount Refunded:	458.00

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:	02/01/2025 - Actual Date 02/01/2025
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	02/28/2025 - Actual Date 02/28/2025
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:

3/25/2025

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. Crestmont Disc Golf Baskets (Metal)	18	Replacing old ones with newer donated baskets.				<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	JB Salvage		
2.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
3.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
4.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
5.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
6.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
7.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
8.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
9.						<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
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

A7 Agenda item

Admin. Approval: TS
Date: 3/19/25

TO: Board of Park Commissioners
FROM: Heidi Shoemaker, Natural Resources Coordinator
DATE: March 25, 2025
SUBJECT: Agreement with Oscar's Contracting for skylight repairs at Griffy Lake

Recommendation

Staff recommends approval of a contract with Oscar's Contracting to replace a faulty skylight at on the storage and restroom building at Griffy Lake Nature Preserve.

Total cost: \$2,000.00

Funding: 2204-18-184000-53990

Background

There is a leaky skylight causing damage to the ceiling in the storage and restroom building located at Griffy Lake Nature Preserve. Oscar's Contracting will remove and replace this skylight and complete a cleanup and removal of debris after the project is complete.

RESPECTFULLY SUBMITTED,



Heidi Shoemaker, Natural Resources Coordinator

AGREEMENT FOR SERVICES
between
the City of Bloomington Parks and Recreation Department
and
Oscar's Contracting, INC

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 Oscar's Contracting, 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 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 Two Thousand (\$2,000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Heidi Shoemaker City of Bloomington, 401 N. Morton St. 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	Oscar’s Contracting, INC
Attn: Heidi Shoemaker	Attn: Oscar Prado
401 N. Morton, Suite 250	5471 W. State Rd. 48
Bloomington, Indiana 47404	Bloomington, IN 47404
heidi.shoemaker@bloomington.in.gov	oscarroofing@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:
- 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.]

BY:

Signature _____ DATED _____

Printed Name _____

Title

(Note: Corporation Counsel or the Deputy Mayor have authority to sign for Mayor)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Oscar's Contracting, INC will remove a damaged skylight on the restroom and storage building located at Griffy Lake and supply and install a new skylight while utilizing tools and materials that are compatible with a metal roof. Oscar's Contracting, INC will clean the work area and remove and dispose of all debris in a proper manor. This work comes with a 3-year warranty.

EXHIBIT “B”

PROJECT SCHEDULE

This project is expecting to take 1 day to complete. Work will begin no earlier than March 28 and will be completed by April 30, 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

A8 Agenda itemAdmin. Approval: TS
Date: 3/19/25

TO: Board of Park Commissioners
FROM: Clarence Boone, Farmers' Market Coordinator
DATE: March 25, 2025
SUBJECT: REVIEW/APPROVAL OF MARSHALL SECURITY & INVESTIGATIONS CONTRACT

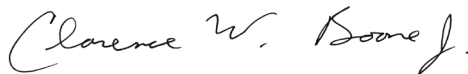
Recommendation

The Parks and Recreation Department would like to contract with Marshall Security and Investigations to have one security personnel at the Farmers' Market during the months of April 5th through November 22nd.

Contract amount: Not to exceed \$4000
Funding source: 402-06-G21005-53990

Background

Their staff include current and former Law Enforcement Officers and Military Veterans. The security personnel shall be at the market for the duration of the event and shall provide support to Market staff in enforcing the rules of the Market. The arrangement shall be for one unarmed security officer at the market each Saturday to help enforce rules and assist customers. This will be the fourth season that we have used Marshall for this service. ARPA funds will be used for this contract.

RESPECTFULLY SUBMITTED,

Clarence Boone, Farmers' Market Coordinator

AGREEMENT FOR SERVICES
between
the City of Bloomington PARKS AND RECREATION Department
and
MARSHALL SECURITY LLC

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its PARKS AND RECREATION Department (“Department”), by its BOARD OF PARK COMMISSIONERS (“Board”) (collectively the “City”), and MARSHALL SECURITY, LLC (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the FIRST 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 FOUR THOUSAND (\$4000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: CLARENCE BOONE, City of Bloomington, 401 N MORTON, SUITE 250. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Marshall Security, LLC
Attn: Clarence Boone Project Manager	Attn: Megan Bentley
401 N. Morton Street	2520 W. 3 rd Street
Bloomington, Indiana 47402	Bloomington, IN 47404
E-mail: Clarence.boone@bloomington.in.gov	E-mail: megan@marshallmsi.com

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

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

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

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

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

[Signatures are on the following page.]

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

**CITY OF BLOOMINGTON
BY:**

**MARSHALL SECURITY, LLC
BY:**

Kathleen Mills, Chair DATED
Board of Park Commissioners

Signature DATED

Tim Street, Director DATED

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

One unarmed security officer will attend the Saturday market from 8:00-12:30pm during the months of April through September.

One unarmed security officer will attend the Saturday market from 9:00 -12:30 pm during the month of October.

One unarmed security officer will attend the Holiday Market on Saturday, November 29th from 10:00 – 3:00pm.

Officer will be available to market staff for customer support and support with enforcement of Market Rules.

Officer will walk Market area routinely during the time period to make sure rules are being followed and customers/ staff do not need assistance.

Officer will check in daily at the Market Information Tent and with site supervisor.

EXHIBIT “B”

PROJECT SCHEDULE

Saturdays: April – September 8:00 am- 12:30 pm

Saturdays: October 9:00 am- 12:30 pm

Saturday: November 29th 10:00 -3:00pm

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

STAFF REPORT

A9 Agenda item

Admin. Approval: TS
Date: 3/19/25

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: March 25, 2025
**SUBJECT: REVIEW AND APPROVAL OF THE 2025 SERVICE AGREEMENT WITH
NEXT BITE, LLC (dba HOODZ of Central & Northeast Indiana)**

Recommendation

Staff recommends the review/approval of the service agreement with Next Bite, LLC (dba HOODZ of Central & Northeast Indiana) for the Parks department.

Total amount of service agreement not to exceed: \$5,000.

Funding sources to pay for these services will be 2211-18-185006-53610 NR (TLRC); 2211-18-187006-53610 NR (TLSP) and 2204-18-187500-53610 (Banneker).

Background

HOODZ provides cleaning, inspection, and preventive service to exhaust hoods for food and beverage providers. Typically, we use this service once a year or 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
Next Bite, 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 Next Bite, 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. **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: 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	Next Bite, LLC
Attn: Daren Eads, Project Manager	Attn: Marcus Colson
PO Box 848	7750 Zionsville Road
Bloomington, IN 47402	Indianapolis, IN 46268
eadsd@bloomington.in.gov	marcus.colson@hoodz.us.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 Next Bite, LLC.”

CITY OF BLOOMINGTON
BY:

NEXT BITE, LLC
BY:

Kathleen Mills, Chair
Board of Parks Commissioners

Signature _____ DATED _____

Tim Street, Director

Printed Name

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Kitchen exhaust hood cleaning at the following parks properties:

Twin Lakes Recreation Center

Hood cleaning - \$469.99

Install hinge kit on roof top fan cover (one time only service) - \$299.00

Twin Lakes Sports Park

Hood cleaning - \$469.99

Benjamin Banneker Community Center

Hood cleaning - \$469.99

EXHIBIT “B”

PROJECT SCHEDULE

Contractor shall perform the Services as agreed upon schedule between the City and Contractor.

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

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

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

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

Signature

Printed name

AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR DOES NOT HAVE EMPLOYEES

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

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

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

Signature

Printed name

STAFF REPORT

A10 Agenda item

Admin. Approval: TS
Date: 3/19/25

TO: Board of Park Commissioners
FROM: Satoshi Kido, Sports Services Division Director
DATE: March 25, 2025
SUBJECT: Approval of Partnership with Bloomington Pickleball Club

Recommendation

Staff recommends approval of the 2025 Partnership Agreement with Bloomington Pickleball Club.

Background

The Bloomington Pickleball Club (BPC) was established in October 2022 with a mission to promote recreational and competitive play while creating a positive and inclusive experience for all. This is a partnership to provide pickleball events/tournaments to adults and youth, further exposing the sport to the Bloomington community and increasing participation.

RESPECTFULLY SUBMITTED,



Satoshi Kido, Sports Services Division Director



PROGRAM PARTNERSHIP AGREEMENT

This Agreement is made and entered into on the last date entered in the signature blocks below, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Bloomington Pickleball Club (“BPC”).

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

WHEREAS, BPC is qualified to perform such services for BPRD; and

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

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to allow BPC the use of the RCA courts for organized pickleball activities, including structured and open play for the Bloomington community.

2.0 Duration of Agreement:

This Agreement is in effect from the date of signing until November 1, 2025 unless terminated earlier as provided under Article 7.0. 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 BPC of any such termination and the reasons therefore in writing.

3.0 BPRD Responsibilities:

3.1 The goal of BPRD is to allow BPC to use the RCA courts for club-organized events for the Bloomington community.

3.2 Site visit at least once per session to evaluate service delivery, match participant numbers with session roster, evaluate partnership.

3.3 Perform the following payment transactions and future charges:

1. Charge \$5.00/court/hour fee (Weather dependent)
 - \$5.00 x 6 courts x 2 h x 2 days (Tuesday/Thursday) = \$120.00 per week
 - \$120.00 x 4 weeks = \$480.00 per month
 - \$480 x 7 month (April – October) = \$3,360

4.0 BPC Responsibilities:

4.1 The goals of BPC are to offer pickleball events/tournaments to adults and youth, introduce the sport to the public and increase participation.

- 4.2 For group playing time the month of April - October; BPC agrees to:
1. Provide and maintain the following equipment: pickleball balls, paddles, and first aid equipment, including AED.
 2. Submit a monthly court fee payment of \$480.00 to BPRD in April – October (Weather dependent). Payments are to be made in person, or sent to the Twin Lakes Recreation Center for procession.
 3. Future charges
\$7.50 per court (2026)
\$10.00 per court (2027)

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

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between BPC and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3 BPC shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington as an additional insured, and BPC shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
- 5.4 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.5 BPC is recognized as having the expertise and experience to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues. BPC shall be allowed to deal exclusively with curriculum, learning objectives, teaching techniques and equipment.
- 5.6 The location of the program shall be provided by BPC at their facilities at RCA Park, 1400W RCA Park Dr. Bloomington, IN 47404
- 5.7 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property if lessons are at Winslow Sports Park or Sherwood Oaks Park.
- 5.8 The parties will evaluate this Agreement and the services provided during the month of January, 2025.
- 5.9 BPC shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of BPC activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against BPC, its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

6.0 Notice:

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

BPC

David Martin
PO Box 291
Ellettsville, IN 47429

BPRD

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

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

BPC

David Martin
PO Box 291
Ellettsville, IN 47429

BPRD

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

7.0 Termination

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

8.0 E-Verify:

BPC is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program that are 18 years of age or older. (This is not required if the E-Verify program no longer exists). BPC shall sign an affidavit, attached as Exhibit A, affirming that does not knowingly employ an unauthorized alien. BPC shall require any subcontractors performing work under this contract to certify to BPC that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. BPC shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

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

[Signatures are on the following page.]

**Signatures on this page are associated with the “Program Partnership Agreement between
The City of Bloomington Parks and Recreation Department and Bloomington Pickleball Club”**

**CITY OF BLOOMINGTON
BY:**

**BLOOMINGTON PICKLEBALL CLUB
BY:**

Kathleen Mills, Chair DATED
Board of Park Commissioners

Signature DATED

Tim Street, Director DATED

Printed Name

Title

EXHIBIT “A”

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

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

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

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

Signature

Printed name

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

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

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

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

Signature

Printed name

A11 Agenda itemAdmin. Approval: TS
Date: 3/19/25

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: March 25, 2025
SUBJECT: APPROVAL OF THE PARTNERSHIP RENEWAL WITH CICADA CINEMA FOR MOVIES IN THE PARKS

Recommendation

Staff recommends the approval of the Cooperative Partnership Agreement with Cicada Cinema for the 2025 Movies in the Parks Series. The Bloomington Parks and Recreation Department (BPRD) will acquire sponsorship funds to pay for the movie licenses. Cicada Cinema will acquire the movie licenses and will provide advertisements for this program on their website and social media pages. Movie licenses and movie rental/purchasing fees to Cicada Cinema will be paid for out of account 201-18-186506-53990 in an amount not to exceed two thousand two hundred dollars (\$2,200).

Background

This agreement outlines the partnership agreement between BPRD and Cicada Cinema to bring The Movies in the Parks film series to our parks throughout 2025. This agreement outlines the compensation for the movie licenses, rental/purchasing fees, and advertisement fees for this series. For over 20+ years BPRD has partnered with local organizations to bring free public screenings of movies to the Bloomington community.

This partnership provides a way for the BPRD to acquire movie licenses at a discounted rate. This year 6 films in 3 locations: Bryan Park, Switchyard Park and Rev. Ernest Butler Park will be offered. The partnership includes compensating Cicada Cinema an additional amount of a flat fee Five Hundred Dollars (\$500.00) to be paid out of the movie sponsorship revenue in addition to the cost of the movie rights and shipping fees which are not to exceed an amount of One Thousand Seven Hundred Dollars (\$1,700.00).

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

**City of Bloomington
Parks and Recreation Department
Program Partnership Agreement
with Cicada Cinema**

This Agreement is made and entered into on the date last entered on the signature lines below, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and Cicada Cinema.

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

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

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

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

1.0 Purpose of Agreement:

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

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from April 1, 2025, to December 31, 2025, unless early termination occurs as described in Article 7 of this Agreement.

3.0 Bloomington Parks & Recreation:

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

- 3.1.** Provide a screen, sound equipment, projector, and staffing for the *Movies in the Park* series and any other movies shown in BPRD facilities.
- 3.2.** Secure financial sponsorship and schedule movie times for the *Movies in the Park* movie series and any other movies shown in BPRD facilities.
- 3.3.** Promote the *Movies in the Park* in a quarterly Program Guide and through public service announcements and news releases, listing Cicada Cinema as a co-sponsor in all publicity.

- 3.4. Work with Cicada Cinema on selecting appropriate films for movies shown in BPRD facilities. The total cost of the movie rights and shipping fees for the Movies in the Park Series shall be no more than One Thousand Seven Hundred Dollars (\$1,700.00) for six (6) films. The BPRD also has the option to obtain a movie on its own and not pay shipping fees. Additional costs will be associated with any additional films added at later dates within the year.
- 3.5. Compensate the Cicada Cinema for the cost of the movie rights and shipping costs, plus an additional flat fee of Five Hundred Dollars (\$500.00) for marketing and advertising on Cicada Cinema's website or publications. This payment is to be paid from movie sponsorship revenue.
- 3.6. Pay Cicada Cinema in two (2) installments, one following the third movie and one following the sixth movie. BPRD will email Cicada Cinema after the third and sixth movie to secure an invoice for the amount due, and will pay the invoice within thirty (30) days after receipt. In the event that a movie is rescheduled, BPRD will cover any additional shipping fees. Additional movies scheduled by BPRD staff will be invoiced separately by program areas.
- 3.7. Provide Cicada Cinema with up to four (4) additional opportunities to show films within a BPRD owned park property. The dates will be pre-approved by BPRD staff. Parks facilities are not included.

4.0 Cicada Cinema:

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

- 4.1. Promote *Movies in the Park* in its film series calendar, listing BPRD as a co-sponsor in all publicity.
- 4.2. Work with BPRD on selecting appropriate films for Movies in the Park Series as well as any additional movies shown in BPRD facilities.
- 4.3. Provide invoices for payment by BPRD. Following the third and sixth movies, Cicada Cinema will provide an invoice to BPRD for the amount due. Separate invoices will be sent to program areas if additional movies are scheduled.
- 4.4. Secure all movies and the rights to show the movies.
- 4.5. Cicada Cinema will consult with BPRD staff on best practices and industry trends.

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

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

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

- 5.1. The staff and personnel involved will at all times represent all partners to this Agreement in a professional manner and reflect the commitment of both partners to quality services and customer satisfaction.
- 5.2. The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.
- 5.3. 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.
- 5.4. The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
- 5.5. This Agreement and the services provided will be evaluated in January 2026.

6.0 Notice and Agreement Representatives:

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

Bloomington Parks & Recreation

Becky Higgins

PO Box 848

Bloomington, IN 47404

barrickb@bloomington.in.gov

812-349-3713

Cicada Cinema

Josh Brewer

818 W. Sixth St.

Bloomington, IN 47404

cicadacinema@gmail.com

812-345-7773

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

Bloomington Parks & Recreation

Crystal Ritter

PO Box 848

Bloomington, IN 47404

ritterc@bloomington.in.gov

812-349-3725

Cicada Cinema

Josh Brewer

818 W. Sixth St.

Bloomington, IN 47404

cicadacinema@gmail.com

812-345-7773

7.0 Termination:

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

8.0 Waiver

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

- 9.0 Indemnification** Cicada Cinema shall indemnify and hold harmless BPRD, its officers, members, employers and agents from any and all claims, causes of action, demands, damages, losses, liabilities, judgements and liens arising out of any intentional, reckless or negligent act or omission of Cicada Cinema and/or its officers, agents, officials, employees, or any defect in materials or workmanship of any supply, materials, mechanisms, or other product or service which it has supplied to BPRD 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 Cicada Cinema'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.

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

CITY OF BLOOMINGTON

CICADA CINEMA

Kathleen Mills, President
Board of Parks Commissioners

Josh Brewer, Cicada Cinema

Tim Street, BPRD Director

EXHIBIT "A"

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

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

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

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

Signature

Printed name

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

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

The undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

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).

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

A12 Agenda itemAdmin. Approval: TS
Date: 3/19/25

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: March 25, 2025
SUBJECT: COOPERATIVE PARTNERSHIP AGREEMENT WITH MONROE COUNTY CIVIC THEATER, INC.

Recommendation

Staff recommends the approval of the 2025 partnership agreement with Monroe County Civic Theater, Inc. (MCCT) for the rehearsal and performance of a Shakespeare play as a part of the Shakespeare in the Park program. There is no monetary exchange involved in this partnership. MCCT does rent the restrooms at the Alison Jukebox Community Center separate from this agreement.

Background

This is the 36th year of this partnership between Bloomington Parks and Recreation (BPRD) and Monroe County Civic Theater, Inc. to share resources to provide the Bloomington community with free performances of Shakespeare plays in one of our community parks. MCCT is responsible for the production of the plays, while BPRD provides assistance in the form of promotion of the event and the use of Waldron, Hill, and Buskirk Park. Changes for this year's partnership include a change of dates for this year's production and rehearsal times.

This year's production will be "Love's Labour's Lost" and will be held Thursday, May 29 through Sunday, June 1 and Friday, June 6 through Sunday, June 8 on the stage at Waldron, Hill, and Buskirk Park. Performances on Thursday-Saturday will begin at 7 p.m. and Sunday matinee performances will begin at 2 p.m.

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

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

This Agreement is made and entered into, by and between the Bloomington Parks and Recreation Department (“BPRD”) and the Monroe County Civic Theater, Inc. (“MCCT”) on the last date entered in the signature block below..

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

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

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

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from April 1, 2025, to December 31, 2025, unless early termination occurs as described in Article 8.0 of this Agreement.

3.0 Bloomington Parks and Recreation:

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

BPRD agrees to:

- a. Provide use of the stage at Waldorn, Hill, and Buskirk Park for eight (8) nights during the weeks of the performances (Wednesday-Sunday). Performances are to be held on the following dates May 29, 30, 31 June 1, 7, and 8 and for a dress rehearsal on Wednesday, May 28. Performances on May 29, 30, 31 and June 7 will begin at 7 p.m. and the performances on June 1 and 8 will begin at 2 p.m.
- b. Allow Monroe County Civic Theater to rehearse on the stage at Waldron, Hill, and Buskirk Park in the six (6) weeks leading up to the week of the performances. Rehearsals will start on Monday, April 14. A list of rehearsal weeks are included below.

Week #1: April 13-19

Week #2: April 20-26

Week #3: April 27-May 3

Week #4: May 4-10

Week #5: May 11-17

Week #6: May 18-24

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

4.0 Monroe County Civic Theater:

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

MCCT agrees to:

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

5.0 Release and Hold Harmless Agreement:

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

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

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

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

7.0 Notice and Agreement Representatives:

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

Monroe County Civic Theater
Kenny Hertling
PO Box 2032
Bloomington, IN 47402
812-320-2629

Bloomington Parks and Recreation
Becky Higgins
P.O. Box 848
Bloomington, Indiana 47402
812-349-3713

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

Monroe County Civic Theater
Kenny Hertling
PO Box 2032
Bloomington IN 47402
812-320-2629

Bloomington Parks and Recreation
Crystal Ritter
PO Box 848
Bloomington, Indiana 47402
812-349-3725

8.0 Termination

8.1 Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2024, by mutual written agreement only.

8.2 Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall

then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

9.0 E-Verify

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

However, MCCT is a not-for-profit organization that does not have any employees and therefore, is not able to register with the E-Verify program. As a consequence, in order to be in compliance with Ind. Code 22-5-1.7-11(a), MCCT shall sign an affidavit affirming that MCCT currently does not employ any employees, but only works with volunteers, and if MCCT should hire any employee or contract employee, it commits itself to participate in the E-Verify program and will immediately sign an amended Affidavit as required by state law, that it is registered with the E-Verify program and if it hires employees, it will not be employing any unauthorized alien. The Affidavit to this effect is attached to and incorporated into this Agreement as Exhibit A.

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

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

**BLOOMINGTON PARKS AND
RECREATION DEPARTMENT**

MONROE COUNTY CIVIC THEATER

Kathleen Mills, President
Board of Park Commissioners

Kenny Hertling, President

Tim Street, Parks Director

AFFIDAVIT REGARDING E-VERIFY IF CONTRACTOR DOES NOT HAVE EMPLOYEES

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

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

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

Signature

STAFF REPORT

A13 Agenda item

Admin. Approval: TS
Date: 3/19/2025

TO: Board of Park Commissioners
FROM: Amy Leyenbeck, Operations Coordinator
DATE: March 25, 2025
SUBJECT: Approval of Service Agreement with Sunset Hill for Fence Construction at Seminary Park

Recommendation

Staff recommends the review/approval of the contract with Sunset Hill Fence Co LLC to construct a fence around the recently installed portable toilet at Seminary Park.

Funds not to exceed \$5,000.
Account line: 2204-189000-53990

Background

The portable toilet is in a highly visible place and the department has been asked to install fencing around it to improve aesthetics in the park. Additional funds have been added to the service agreement for potential emergency fence repair needs throughout the year. These funds will only be used if warranted.

RESPECTFULLY SUBMITTED,



Amy Leyenbeck, Operations Coordinator

AGREEMENT FOR SERVICES
between
The City of Bloomington Parks and Recreation Department
and
Sunset Hill Fence Co LLC

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

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
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 five thousand dollars (\$5,000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator, City of Bloomington, 401 N Morton St, Suite 250, PO Box 848, Bloomington IN. 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	Sunset Hill Fence Co LLC
Attn: Mark Marotz, Project Manager	Attn:
401 N Morton St, Suite 250, PO Box 848, Bloomington IN	1400 W Bloomfield Rd. Bloomington, IN 47403
E-mail: marotzm@bloomington.in.gov	E-mail: sunsethillfenceco@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:
- 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.]

BY:

Signature
DATED

Printed Name _____

(Note: Corporation Counsel or the Deputy Mayor have authority to sign for Mayor)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: construction of a fence around the recently installed portable toilet at Seminary Park. Cost to not exceed \$1900.

Additional funds added to the contract to include as needed fence repairs throughout the season. Costs to not exceed \$3,100; specific scope of repairs will be quoted and confirmed in writing before any notice to proceed.

EXHIBIT “B”

PROJECT SCHEDULE

Work at Seminary Park will begin March 7, 2025 and be completed by March 31, 2025.

Additional fence repairs may occur throughout the season until 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

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

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

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

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

Signature

Printed name

STAFF REPORT

B1 Agenda item

Admin. Approval: TS
Date: 3/17/25

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: March 25, 2025
SUBJECT: BRAVO AWARD – PAUL HOWATT AND ANNELIES STOELINGA

Recommendation

Staff recommends Paul Howatt and Annelies Stoelinga for the March 2025 Bravo Award.

Background

On behalf of Brandon Olson and the entire Adopt-a-Stream program staff, I am happy to recognize Paul Howatt and Annelies Stoelinga with the March Bravo Award! According to Brandon, “The dedication and passion of Annalies and Paul for our parks and streams have made a lasting impact on our community. As the Adopt-a-Stream volunteers for Latimer Woods, Paul and Annelies have totaled 45 volunteer hours of service, both at Latimer and elsewhere. They are also the first and only Adopt-a-Stream volunteers in my tenure who have submitted a Jotform report every single month since they have started. Their commitment to this program, as well as their attendance at other Weed Wrangles and various nature programs, have provided a remarkable example for all of us. Their hard work and dedication is greatly appreciated and I couldn’t be more proud to have them as part of our team!”

We are happy to recognize these two outstanding volunteers with the March Bravo Award!

RESPECTFULLY SUBMITTED,



Emily Buuck, Community Relations Coordinator

C1 Agenda itemAdmin. Approval: TS
Date: 3/20/25

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: March 25, 2025
SUBJECT: Approval of 2025 General Fund Budget appropriations changes

Recommendation

Staff recommends the board endorses appropriations changes to the 2025 General Fund budget before they go before City Council for review.

Background

Late in 2024 and after the 2025 General Fund budget was already approved, two budget developments created the opportunity to reallocate funding within that budget: the City Council approved a GO Bond for certain capital projects that were also included in the 2025 Parks General Fund budget request, and ARPA funds were made available to cover the total cost of contracted security for the Department.

As such, we plan to reallocate the majority of these savings to several high-priority safety, maintenance, and operational projects that were not included in or cut during the 2025 budget process. A total of \$543,400 will be deappropriated with \$430,900 in new projects being authorized; resulting in a net reduction to the 2025 expense budget of \$112,500.

RESPECTFULLY SUBMITTED,**Tim Street, Director**

Account	Appropriate	Deappropriate	Purpose	Reason for change
2204-18-187500-54420		-\$48,500.00	Vehicle replacement for 815	Moved to Capital Bond
2204-18-186500-54420		-\$10,000.00	Sound system upgrade	Moved to Capital Bond
2204-18-189000-54440		-\$70,000.00	3/4 truck to replace 811	Moved to Capital Bond
2204-18-189000-54310		-\$25,000.00	Contractual roofing for Woodlawn Shelter	Moved to Capital Bond
2204-18-189006-53990		-\$229,900.00	MSI Security - Switchyard	Being covered by ARPA funds
2204-18-189000-53990		-\$160,000.00	MSI Security - B-Line and Parks	Being covered by ARPA funds
2204-18-189000-54510	\$24,000.00		Safety and maintenance improvements to the Winslow-High-Rogers Roundabout as part of Engineering project	Safety and maintenance
2204-18-189500-53990	\$17,000.00		Invasive Plant Surveying at Switchyard Park	Had been cut from 2025 budget
2204-18-182500-53730	\$30,000.00		Zamboni Rental for Frank Southern Center	Shift from non-reverting.
2204-18-181000-53990	\$60,000.00		Additional Funds for Parks 2026-2030 Master Plan	More than budgeted; adds pool facilities assessment
2204-18-186500-54420	\$10,000.00		New Screen for Movies in the Park	Cut from 2025 Budget
2204-18-189000-54310	\$100,000.00		Reconstruct Rail Trail Crossing of S. Rogers St. for pedestrian and cyclist safety improvements	Safety priority to complete this project; in design now.
2204-18-187002-54310	\$20,000.00		Sports Facility Repairs - fencing and concrete	
2204-18-189000-54310	\$45,000.00		Replace rubberized surfacing of the Bryan Park 2-5 year-old playground (safety improvement)	Safety issue.
2204-18-187002-54310	\$82,700.00		Repair cracks at the Winslow Sports Park tennis complex and asphalt at the RCA Park basketball court	Loading funds into budget; tennis repairs (~\$25k) will be matched by donor funds.
2204-18-189000-53990	\$35,000.00		Asphalt repair for B-Line Trail and Miller-Showers Park (mitigate tree root issues)	
2204-18-189000-53110	\$7,200.00		Engineering inspection of new Rail Trail spur bridge	
	\$430,900.00	-\$543,400.00		

C2 Agenda itemAdmin. Approval: TS
Date: 3/20/25

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: March 25, 2025
SUBJECT: Approval of Agreement with B&L Sheet Metal and Roofing for roof repairs

Recommendation

Staff recommends approval of a contract with B&L Sheet Metal and Roofing for roof repairs at The Project School and gutter repair at the Buskirk-Chumley Theater.

Total: \$12,790

Funding Source: \$2204-189000-53610 - \$1,850; 2211-185009-53610 - \$10,940

Background

A recent roof inspection revealed \$10,940 in needed roof repairs at The Project School, a facility that is still owned by the Board of Park Commissioners but leased to the school for operations. Per the terms of that lease, the Department remains responsible for exterior repairs to the building including building envelope and roof. These repairs will be funded through the non-reverting account where the lease funds for the building are deposited.

Separately, while performing roof repairs at The Buskirk-Chumley Theater on a previous contract, a gutter issue was discovered. It is advantageous to fix it while B&L Sheet Metal is mobilized on the roof at an additional cost of \$1,850. This will be funded through the annual allocation of repair funds for the theater in the Operations general fund.

RESPECTFULLY SUBMITTED,**Tim Street, Director**

AGREEMENT FOR SERVICES
between
the City of Bloomington Parks and Recreation Department
and
B&L Sheet Metal and Roofing, 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 B&L Sheet Metal and Roofing, Inc. (“Contractor”) (collectively the “Parties”).

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

2. **Effective Date, Term and Termination.**

- a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
- b. **Term.** This Agreement shall commence on the effective date and expire on the 1st day of August, 2025.
- c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.

3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed twelve thousand seven hundred and ninety (\$12,790.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Amy Leyenbeck, City of Bloomington, 401 N Morton St. Suite 250 Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	B&L Sheet Metal, Inc.
Attn: Tim Street, Project Manager	Attn: Adam Holden
401 N Morton St Suite 250	1301 N Monroe St
Bloomington, IN 47404	Bloomington, IN 47404
E-mail: tim.street@bloomington.in.gov	E-mail: aholden@tectamerica.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 B&L Sheet Metal and Roofing, Inc.

CITY OF BLOOMINGTON

BY:

**B&L SHEET METAL AND
ROOFING, INC.**

BY:

Kathleen Mills, Board Chair DATED

Signature
DATE

Tim Street, Director

Printed Name _____

Margie Rice, Corporation Counsel DATED

Title

(Note: Mayor need not sign if contract is at or less than \$5,000.00)

(Note: Corporation Counsel or the Deputy Mayor have authority to sign for Mayor)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

- Repair north side gutter joint and reaffix to building at the Buskirk Chumley Theater - **\$1,850**
- Install four roof safety anchors with appropriate flashing and water penetration prevention on The Project School Roof at the four points indicated below at a price of \$500 each - **\$2,000**
- Roof Repairs to The Project School as listed in roof inspection and quote received on March 7, 2025 - **\$8,940**

EXHIBIT “B”

PROJECT SCHEDULE

All work to be completed by August 1, 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

EXHIBIT “D”

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

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

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

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

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

Signature

Printed name

C3 Agenda itemAdmin. Approval: TS
Date: 3/19/25

TO: Board of Park Commissioners
FROM: Mark Marotz, Operations Superintendent
DATE: March 25, 2025
SUBJECT: Approval of contract with Oscar's Contracting for roof replacements at Bryan Park

Recommendation

Staff recommends approval of a contract with Oscar's Contracting to install three new shelter roofs at Bryan Park (the North, Bryan, and Henderson shelters).

Total cost: \$24,950.

Funding: 4674-06-06018-54310 (2025 Capital Bond)

Background

Over the last few years we have shelter roofs of all three shelters at Bryan Park have been deteriorating. The Woodlawn Shelter is rented the most and is the highest need, and it was included in our 2025 budget plan. Thankfully the amount available will also cover roof replacement at the Henderson and North shelters. All three shelters will receive a new metal roof.

RESPECTFULLY SUBMITTED,



Mark Marotz, Operations Superintendent

AGREEMENT FOR SERVICES
between
the City of Bloomington Parks and Recreation Department
and
Oscars Contracting, 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 Oscars Contracting, 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 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 twenty four thousand nine hundred and fifty (\$24,950.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Attn Amy Leyenbeck, Operations Coordinator, City of Bloomington, 401 N Morton St, Suite 250, PO Box 848, Bloomington IN. 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	
Attn: Mark Marotz, Operations Superintendent	Attn: Oscar Prado
Address 401 N Morton St Suite 250	Address 5471 W State Rd 48
Bloomington IN 47402	Bloomington, IN 47404
E-mail: marotzm@bloomington.in.gov	E-mail: oscarroofing@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:
- This Agreement
 - All Exhibits.
 - All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

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

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

Ordinance Affidavit which is attached as **Exhibit “D”**. Contractor shall post the Living Wage Poster provided to Contractor by the City Legal Department in prominent areas of Contractor’s facilities frequented by their covered employees.

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

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

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON
BY:

Oscars Contracting, Inc.
BY:

Kathleen Mills, Chair
Board

DATED

Signature _____ DATED _____

Tim Street, Director

Printed Name _____

Margie Rice, Corporation Counsel DATED

Title _____

(Note: Mayor need not sign if contract is at or less than \$5,000.00)

(Note: Corporation Counsel or the Deputy Mayor have authority to sign for Mayor)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: Remove existing shingle and wood shake roofs from all 3 of the Bryan Park shelters, repair/replace and damaged decking, install new metal roofs including synthetic paper, roof edge, ridge cap, and inside and outside closures.

EXHIBIT “B”

PROJECT SCHEDULE

Work may begin on March 28, 2025 and completed by May 30, 2025 starting with the Woodlawn shelter.

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

C4 Agenda itemAdmin. Approval: TS
Date: 3/19/25

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: March 25, 2025
**SUBJECT: MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN BPRD AND
BLOOMINGTON MONTESSORI SCHOOL FOR SPONSORSHIP AND
MAINTENANCE OF PARK TREES AT WINSLOW WOODS PARK**

Recommendation

Staff recommends approval of this MOU with Bloomington Montessori School (BMS) for the sponsorship and maintenance of trees at Winslow Woods Park.

Background

BPRD and Bloomington Montessori School (BMS) desire to cooperate in the use and maintenance of the trees growing at Winslow Woods Park by hosting education events onsite with students and BMS families that promote the understanding of a biodiverse native habitat, activities will include tree seedling care and monitoring, as well as, site maintenance. BPRD staff will provide onsite supervision during coordinated volunteer workdays during the school year, roughly once a month. Kickoff workday tentatively planned for the first week of April 2025.

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



**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND
BLOOMINGTON MONTESSORI SCHOOL FOR SPONSORSHIP
AND MAINTENANCE OF PARK TREES AT WINSLOW WOODS PARK**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between Bloomington Parks and Recreation Department ("BPRD"), acting through its Board of Park Commissioners ("Board"), and Bloomington Montessori School ("BMS") (herein collectively referred to as "the Parties" and each as "Party") for the purpose of sponsorship and maintenance of park trees at Winslow Woods Park.

WHEREAS, BPRD and BMS desire to cooperate in the use and maintenance of the trees growing at Winslow Woods Park;

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

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

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

1. BPRD OBLIGATIONS: BPRD shall, as part of this MOU:
 - a. Facilitate communication between BPRD staff and BMS members about the maintenance needs of tree seedlings at Winslow Woods Park.
 - b. Allow BMS to host education events at Winslow Woods Park with students and BMS families that promotes the understanding of a biodiverse native habitat.
 - c. Develop a management plan and map of Winslow Woods Park that designates tree seedling species and locations and maintenance boundaries.
 - d. Allow BMS to share photos, videos, reports, and social media that reflects the project.
 - e. Have BPRD Urban Greenspace staff maintain the management plan in cooperation with BMS.
 - f. Have BPRD Operations staff maintain the park grounds, including mowing, trash removal, trail maintenance, and managing natural areas.
 - g. Provide onsite supervision during coordinated volunteer workdays during the school year, roughly once a month. Kickoff workday tentatively planned for the first week of April 2025.

- h. On supervised volunteer workdays, provide tools needed, including hand pruners. BMS volunteers may bring their own hand tools if they so desire. However, the use, maintenance, and supervision of any such tools brought by volunteers are solely the volunteer's responsibility. BPRD's employees have the discretion to tell the volunteer they may not use their tools.
 - i. Collect participant waivers and track on-site work hours to report to BPRD Volunteer Coordinator.
2. BMS OBLIGATIONS: BMS shall, as part of this MOU:
- a. Channel communication about any park-related issues that affect the tree planting areas to BPRD staff.
 - b. Share their logo with BPRD to use for future signage and publications.
 - c. Allow BPRD to share photos, videos, reports, and social media that reflects the project.
 - d. Report any maintenance needs to the BPRD Urban Greenspace Staff Liaison, Gillian Field.
 - e. Notify BPRD staff of any upcoming BMS events, hosted at Winslow Woods Park.
 - f. During BPRD supervised workdays, recruit volunteers and remove vegetation encroaching on the designated tree planting sites. Limbs up to 2 inches in diameter may be removed under BPRD staff supervision using hand tools. Maintenance work can include trash removal and cage replacements.
 - g. Not allow BMS volunteers to perform maintenance work unless approved by BPRD staff, with the exception of trash removal, including hand pulling weeds and tree cage maintenance.
 - h. Keep all maintenance work inside the designated tree planting locations, unless otherwise indicated by BPRD staff.
 - i. Have all BMS volunteers sign a BPRD liability waiver before participating on a workday and report BMS member volunteer hours to BPRD staff. For youth participants, a parent or guardian must complete a waiver on behalf of the child annually. Waivers are attached as Exhibit "B".
 - j. Organize a fund-raising program to purchase materials for cages and maintenance materials (i.e. safety vests, glasses, gloves, trash bags, buckets) for this project.
 - k. Provide an in-kind donation, valued between \$1,000 - \$1,500, to construct wire (12.5 gauge) cages to protect tree seedlings from deer browse at Winslow Woods Park. BMS will provide 33 cages, 33 rebar stakes, 66 yard staples to pin the cages down, some wire for twisting at 3 spots to close up cages.
3. Notice regarding significant concerns, issues of non-compliance, or general operational implementation of this MOU shall be provided to:

BMS:

Eve Cusack, Teacher
veloftmancusack@gmail.com
(812) 679-9812

BPRD:

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

4. BMS is recognized as having the expertise and experience to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues. BMS shall be allowed to deal exclusively with curriculum, learning objectives, teaching techniques and equipment.
5. BMS shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of BMS activities under this Agreement. This includes, but is not limited to, claims of BMS participants for personal injury, property damage, or any other type of claim which might be brought against the Releasees by BMS members or participants, even if caused by the negligence of Releasees. BMS further indemnifies Releasees against third party claims including but not limited to claims by other park users not participating in BMS but are otherwise injured or experience property damage caused, directly or indirectly, by BMS employees, agents, patrons, or participants.
6. BMS is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. BMS signed the e-verify affidavit which is attached as Exhibit "A". BMS shall maintain on file all subcontractors' e-verify certifications throughout the term of this MOU.
7. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. This MOU is in effect from the date of signing until December 31, 2026, unless terminated. Either party may terminate the agreement at any time, upon providing a 30-day written notice to the other.

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**

BLOOMINGTON MONTESSORI SCHOOL

Kathleen Mills, President DATE

Quinn McAvoy, Head of School DATE

**CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT**

Tim Street, Director DATE

EXHIBIT “A”

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

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

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

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

Signature

Printed name

EXHIBIT “B”

**UNDERAGE VOLUNTEER GROUP WAIVER
AND
VOLUNTEER REGISTRATION WAIVER FORM**



UNDERAGE VOLUNTEER GROUP WAIVER

Group: _____

Date: _____ Time: _____

Project: _____

I am the person responsible for the child(ren) named below. I recognize that because of the inherent hazards of this activity, my child(ren) and/or I may sustain some injury. In the event that a child and/or I are injured and my emergency contact cannot be reached, I give my permission to the attending physician to render such treatment as would be normal, and agree to pay the usual charge for such treatment. I now release the City of Bloomington, its Parks and Recreation Department, and its employees, agents and assigns for any and all claims for personal injury and/or property damage that may arise from, or be in any way connected to, my participation in this activity. I understand that this release applies to both present and future injuries, and that it binds my heirs, executors and administrators. I and/or the child(ren) may be photographed and videotaped while participating in Parks and Recreation activities, and consent is given for the reproduction of such photos or videos for advertising and publicity. I have read this release and understand all of its terms. I sign it voluntarily and with full knowledge of its significance.

Please list the names of all children and adult supervisors for whom the above waiver applies.

_____	_____
Child's Name	Child's Name
_____	_____
Child's Name	Child's Name
_____	_____
Child's Name	Child's Name
_____	_____
Child's Name	Child's Name
_____	_____
Child's Name	Child's Name
_____	_____
Child's Name	Child's Name
_____	_____
Adult Supervisor Name	Adult SupervisorName
_____	_____
Adult Supervisor Name	Adult SupervisorName

Adult Signature	Date
-----------------	------

Address	City	State	zip
---------	------	-------	-----

Phone	email
-------	-------

In case of an emergency, please contact:

Name	Relationship	phone
------	--------------	-------

Volunteer Registration Waiver Form



Waiver of Liability: I recognize that because of the inherent hazards of this activity, that I may sustain some injury. In the event that I am injured and my next of kin cannot be contacted, I give my permission to the attending physician to render such treatment as would be normal, and agree to pay the usual charge for such treatment. I now release the City of Bloomington, its Parks and Recreation Department, and its employees, agents and assigns for any and all claims for personal injury and/or property damage that may arise from, or be in any way connected to, my participation in this activity. I understand that this release applies to both present and future injuries, and that it binds my heirs, executors and administrators. I may be photographed and videotaped while participating in Parks and Recreation activities, and consent is given for the reproduction of such photos or videos for advertising and publicity. I release Bloomington Parks and Recreation, its employees, agents, and assigns, from any liability connected with taking, recording, digitizing, or publication and use of photographs, video, and/or sound recordings. In signing this form, I also understand that I agree to be subscribed to the Bloomington Parks and Recreation monthly volunteer newsletter. I have read this release and understand all of its terms. I sign it voluntarily and with full knowledge of its significance.

Event: _____ Date: _____							
#	First	Last	Signature	Email	Phone	Emergency Contact	Total Hours
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							

12							
13							
14							
15							

For staff use: _CERVIS_Listserv I:\common\Community Relations Coordinator\Volunteer\Volunteer Forms

C5 Agenda itemAdmin. Approval: TS
Date: 3/19/25

TO: Board of Park Commissioners
FROM: Hsiung Marler, Recreation Facilities
DATE: March 25, 2025
**SUBJECT: APPROVAL OF ALCOHOL FOR LOTUS IN THE PARK PERMIT AT
WALDRON HILL BUSKIRK PARK**

Recommendation

The Lotus Education & Arts Foundation have requested to sell beer as part of their Park Special Use Permit for Lotus in the Park on September 27, 2025 at Waldron Hill Buskirk Park. Parks will receive 10% gross sales as a fee with revenues going into 2211-18-189006-41020 (Permits).

Staff recommends the Park Board approve this request.

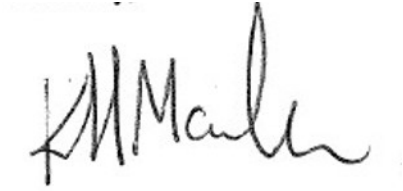
Background

Lotus World Music Festival is an annual event with a long history in Bloomington. Lotus in the Park is the part of the event that takes place at Waldron Hill Buskirk Park. This includes use of the stage and restroom access at the Allison Jukebox Community Center.

The event request to use the Waldron Hill Buskirk Park is done through a Park Special Use Permit. Park Special Use Permits are approved by the Recreation Facilities General Manager. Requests to include alcohol sales/use at events at City parks, other than Switchyard Park, are sent to the Park Board. The event organizer will be responsible for creating a distinct fenced-in area for alcohol service and consumption ("beer garden"), having appropriate signage, having professional security on site, and following all State and City laws.

From the Lotus Education & Arts Foundation, "Adding a beer garden to the free Lotus in the Park event on Saturday during the Lotus World Music & Arts Festival would enhance community engagement and create a welcoming space for attendees to relax and connect. By partnering with local breweries, the festival can showcase regional craft beer, supporting local businesses while fostering a deeper sense of community. These breweries, as invested stakeholders, can help draw a larger and more diverse crowd, encouraging more people to spend the day downtown enjoying live music, interactive arts, and cultural experiences. A beer garden would not only provide an inviting social atmosphere but also serve as a gathering place that strengthens connections between artists, audiences, and sponsors, ultimately making the event even more vibrant and inclusive."

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "H Marler". The signature is written in a cursive, flowing style with a large initial "H" and a long, sweeping underline.

Hsiung Marler, Recreation Facilities General Manager

January 2025



Washington St

le Way House

S Washington St

workshop tent

Beer garden

Waldron Hill Buskirk Park

Arts Camp

Fire Alarm Curfew Memorial

tables/chairs for food court

Info/Vol/Merch tent

sound tech tent

main stage

Lincoln Street Park PLAYground
Temporarily closed

3rd Street Park Playground

3rd Street Park Playground

Allison Jukebox Community Center

E Smith Ave







E Smith Ave

E Smith Ave

S Lincoln St

S Lincoln St

Key

-  • Accessible port-o-potty
-  • Standard port-o-potty
-  • 2 cubic feet trash dumpster
-  • 2 cubic feet recycling dumpster
-  • food truck
-  • food cart

STAFF REPORT

C6 Agenda item

Admin. Approval: TS
Date: 3/19/25

TO: Board of Park Commissioners
FROM: Satoshi Kido, Sports Services Division Director
DATE: March 25, 2025
SUBJECT: Agreement with Tennis Technology, INC. for Winslow tennis courts resurfacing

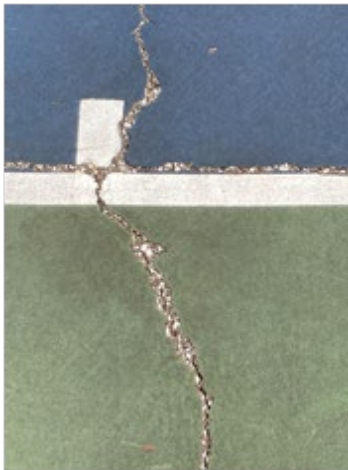
Recommendation

Staff recommends approval of a resurfacing and repairing cracks the six tennis courts at Winslow Sports Park.

Total amount: \$40,317.00 (50% will be reimbursed by a matching donation held by the Parks Foundation)
Funding source: 2204-18-187002-54310 GF and 2211-18-187202-45451 NF.

Background

The tennis courts at Winslow Sports Park have some cracks and lines are fading. In order to best serve the residents of Bloomington, Tennis Tech will repair the cracks and resurface the courts. This project should be completed by July 31, 2025.



RESPECTFULLY SUBMITTED,



Satoshi Kido, Sports Services Division Director

January 2024

AGREEMENT FOR SERVICES
between
the City of Bloomington Parks and Recreation Department
and
Tennis Technology, Inc.

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 Tennis Technology, Inc. (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st of July, 2025.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed forty thousand three hundred seventeen (\$40,317.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Satoshi Kido, City of Bloomington, 401 N Morton St. Ste. 250 PO BOX 848 Bloomington, IN 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Tennis Technology. Inc.
Attn: Satoshi Kido, Project Manager	Attn: Jesse Henderson
401 N Morton St. PO BOX 848	5510 Poplar Park Blvd.
Bloomington, IN 47402	Louisville, KY 40228
E-mail: Satoshi.kido@bloomington.in.gov	E-mail: jesse.henderson@tenn-tech.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 Tennis Technology, Inc.”**

**CITY OF BLOOMINGTON
BY:**

**Tennis Technology, Inc.
BY:**

Kathleen Mills, Chair DATED
Board of Park Commissioners

Signature DATED

Tim Street, Director DATED

Printed Name

Margie Rice, Corporation Counsel DATED

Title

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following:

Project Location: Winslow Park, 2301 S Highland Ave, Bloomington, IN 47401

Base Quote: The estimate to resurface the six courts is \$40,317

- 1) Clean the surface with blowers, scrapers, brooms and pressure spray where necessary.
- 2) Patch low areas holding water with acrylic crack and leveling compound (crack and leveling compound is designed for patching and crack repair on tennis courts). The low area definition is an area holding water greater than 1/16" (commonly measured with a five cent piece) one hour following a rain when the temperature is at least 70 degrees. Note: We may not be able to completely remove the water, but we will improve the situation.
- 3) Clean the cracks using a crack cleaning machine. Fill the cracks with crack and leveling compound. The patches will be grinded smooth and blended with acrylic resurfacer. Note: We recommend the RiteWay crack repair system be installed over the cracks on the court. RiteWay is a series of fabrics installed over structural cracks that prevent them from reappearing for years (RiteWayTennis.com). If cracks are not repaired with RiteWay, they will reappear as hairline cracks once the temperature falls to fifty degrees. They will return to their current condition. RiteWay will not prevent new cracks from appearing. If selected, the additional cost of RiteWay will be added to the base quote.
- 4) Grind the entire surface to remove small bumps and irregularities—this is like a heavy sanding.
- 5) Furnish and install a standard resurfacing system:
 - a. Furnish and install one (1) coat of acrylic resurfacer at a rate of .08 gallons per square yard. The acrylic resurfacer is filled with 60 mesh sand at a rate of 15 lbs. per gallon.
 - b. Furnish and install two (2) color coatings at rates of .05 gallons per square yard. The coatings will be mixed with 90 mesh sand at a rate of 7.5 lbs. per square yard per coat. The colors are to be _____ inbounds and _____ outside. Please choose colors from the standard color chart at the bottom of the page.
- 6) Install the playing lines to USTA specifications. The court(s) will be laid out and taped off; a primer (Stripe Rite) will be installed to prevent bleeding under the tape, and two (2) coatings of white, textured line paint will be installed.

EXHIBIT "B"

PROJECT SCHEDULE

This project shall be completed by July 31, 2025

EXHIBIT "C"

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

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

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

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

Signature

Printed name

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

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

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

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

Signature

Printed name

STAFF REPORT

C7 Agenda item

Admin. Approval: TS
Date: 3/29/25

TO: Board of Park Commissioners
FROM: Chris Hamric, Facility Manager
DATE: March 25, 2025
SUBJECT: Approval of agreement with Spear for pool repairs

Recommendation

Staff recommends approval of the Service Agreement.

The agreement is for a maximum of \$9,999.
Funding Source: 2204-2001-53630 and 2204-2002-53630

Background

This is a service agreement to provide maintenance to the aquatic facilities at both Bryan Park Pool and Mills Pool. This agreement is to cover preventative maintenance along with necessary emergency repairs as parts and equipment fail. Spear has provide quality service for us for many years.

RESPECTFULLY SUBMITTED,



Chris Hamric, Facility Manager

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

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

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31 day of December, 2025.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Nine thousand, nine hundred and ninety-nine (\$9,999) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Satoshi Kido, City of Bloomington, 401 N. Morton St. #250, Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Spear Aquatics, LLC.
Attn: Chris Hamric , Project Manager	Attn: Mike Shepherd
Address 1 401 N. Morton St. #250	Address 1 12966 N County Road 50 W
Address 2 Bloomington, IN 47401	Address 2 Roachdale, IN 46172
E-mail: chris.hamric@bloomington.in.gov	E-mail: mshepherd@spearcorp.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 Department and Spear Aquatics, LLC.

**CITY OF BLOOMINGTON
BY:**

**Spear Aquatics, LLC.
BY:**

Kathleen Mills, Chair DATED
Board of Park Commissioners

Signature DATED

Tim Street, Director DATED

Printed Name

Margie Rice, Corporation Counsel DATED

Title

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: Contractor will repair, make adjustments, and/or replace pumps and motors as well as other applicable pool parts at Bryan Park Pool and Mills Pool 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

**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-8 Agenda itemAdmin. Approval: TS
Date: 3/19/25

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: March 25, 2025
SUBJECT: REVIEW AND APPROVAL OF 2025 SERVICE AGREEMENT WITH NATIVE VIEW FOR TREE CANOPY REPLACEMENT AND EXPANSION PROJECT

Recommendation

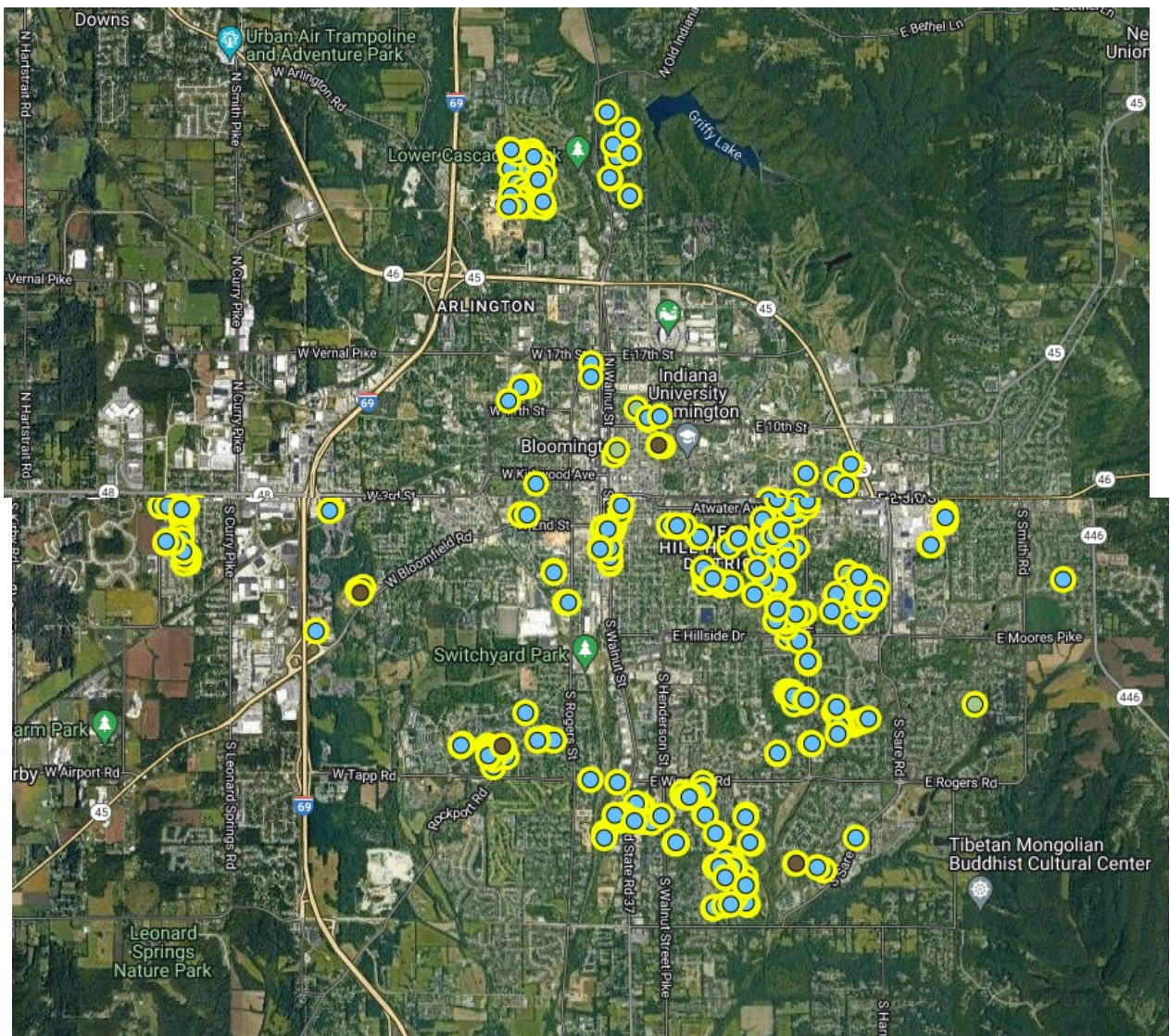
Staff recommends the approval of contract with Native View LLC to plant 380 trees in public right of ways all around Bloomington

Not to exceed: 92,500.00

Funding Source: 4655-18-18018C-54510

Background

This is the third round of bicentennial tree plantings. This contract focuses on tree replacement, areas not targeted in the last two projects, sites where large size trees could be planted, and neighborhoods with low tree equity. This will bring the total planted from the bicentennial funds to just under 2,000 trees. See map below for approximate tree planting locations.



RESPECTFULLY SUBMITTED,

Haskell Smith, Urban Forester

January 2025

AGREEMENT FOR SERVICES
between
the City of Bloomington Parks and Recreation Department
and
NATIVE VIEW 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 NATIVE VIEW 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. **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 Ninety Two Thousand Five Hundred Dollars and Zero Cents (\$92,500.00). Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Haskell Smith, Urban Forester, City of Bloomington, 401 N Morton Suite 250 Bloomington IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

City of Bloomington, Parks and Recreation
Attn: Haskell Smith, Urban Forester
401 N Morton Suite 250 Bloomington IN, 47404
812 327 5251
smithh@bloomington.in.gov

TO CONTRACTOR:

Native View LLC
Attn: Ben Hertel
852 Smith Ave Oolitic IN, 47451
812 212 1658
E-mail: nativeviewllc@gmail.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. Living Wage Ordinance. Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit “D”**. Contractor shall post the Living Wage Poster provided to Contractor by the City Legal Department in prominent areas of Contractor’s facilities frequented by their covered employees.

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

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

[Signatures are on the following page.]

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

**CITY OF BLOOMINGTON
BY:**

**Native View LLC
BY:**

Kathleen Mills, Chair DATED
Board of Park Commissioners

Signature DATED

Tim Street, Director DATED

Printed Name

Margie Rice, Corporation Counsel DATED

Title

EXHIBIT “A”

SCOPE OF WORK

2025 Tree Canopy Replacement and Expansion Project

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

The Services shall include the following:

1. The Contractor shall plant trees in locations identified by the City of Bloomington's Urban Forester (Project Manager) on the "Planting Locations" document (**Appendix A**).
2. The City shall provide the tree stock.
3. The Contractor is being asked to provide a lump sum price for planting 380 trees (listed in Appendix A).
4. The Contractor will contact 811 to mark underground utilities before digging for all sites.
5. The Contractor shall plant trees in accordance to ANSI A300 Part 6 – *Planting and Transplanting* standards, ANSI Z133.1 standards for tree worker safety, and other applicable ANSI A300 standards.
6. **Tree Planting instructions as follows for Tree Lawn or Right of Way Tree Planting**
 - a. **Inspect the tree** - Contractor shall carefully remove the soil at the top of the container or root ball to locate the trunk flare. Check for girdling roots and damage to the root system and lower trunk. Only trees of acceptable quality are to be used for planting.
 - b. **Site prep**- Stump removal or old root ball removal may be necessary.
 - c. **Dig the hole** - The hole may be a minimum of 1.5 times the diameter of the container or rootball diameter. The center of the planting hole must be excavated to the depth of the bottom of the rootball to the trunk flare. Dig the hole and leave an undisturbed "pedestal" in the center to allow for future soil settling. Any site with underground utilities within 3 feet shall be hand dug, or use of equipment such as a vacuum truck is also acceptable. If utilizing a vertical auger for digging site, the Contractor must backfill the hole and tamp the soil, as necessary, to establish an appropriate planting depth.
 - d. **Rootball preparation** - Loosen and straighten outside and bottom roots prior to placing the rootball in the hole. The rootball may be up to 1 inch above or below ground level. Winding and girdling roots shall be pruned to either the point they are perpendicular to the rootball, or a point where they can be straightened and placed perpendicular to the rootball. Remove burlap and twine from top of rootball, remove any synthetic material. Keep the roots moist during this process.
 - e. **Backfill** –After tree placement, backfill the hole with the soil removed from the site, holding the trunk and central leader to ensure a straight upright position. Fill the entire hole level with existing soil grade. Root flare shall be within one inch of existing surrounding soil grade. If any soil is remaining, such as a soil ring around the tree from auguring, this is to be removed. In the event that the soil removed is not enough to fill hole to surrounding grade, Contractor shall remediate issue by the addition of loam soil, or high organic content soil.

- f. **Protection** – All trees shall receive some form of rigid plastic mesh to protect from the local deer population.
 - g. **Staking** - Remove the nursery stake and any associated ties, twine or tags from the tree, if present. Install two stakes in an east to west pattern, at least 2 feet into the native soil outside the rootball. One tie per stake must be placed at the lowest point on the trunk where the tree crown stands upright. Ties must be loose enough so the tree can move in the wind, but taut enough that the tree does not rub the stakes during movement.
 - h. **Mulch** - Apply 2-4 inches deep of bark mulch or other organic mulch over the planting hole, remaining at least 4 inches away from the trunk flare.
 - i. **Watering** - After planting and staking the tree, apply water using a lower pressure application for a time long enough to saturate the rootball and planting area. Install a watering bag, such as a TreeGator to all trees planted. Contractor is only responsible for the first watering and watering bag installation.
- 7. Contractor shall clean-up work sites to pre-work conditions. All brush, logs, excess soil, and debris generated shall be disposed of by the Contractor. This includes sweeping of excess soil from sidewalks, roadways, and other hardscapes. All tags, twine and ribbons must be removed from the trees.
 - 8. Contractor shall provide all materials, labor, and equipment necessary to complete the project.
 - 9. Contractor shall communicate work schedule by area to be impacted at least two week in advance.
 - 10. Contractor shall, with the assistance of the Urban Forester, obtain any necessary right-of-way closure and no parking permits necessary to complete the project.
 - 11. Contractor must maintain a courteous and professional demeanor, remaining attentive at all times to employees and public.
 - 12. The Contractor shall provide current phone number(s) to contact the on-site supervisor during the project in case of an immediate need.
 - 13. The Contractor shall visit all planted trees at approximately six (6) months from the post-planting date. The Contractor shall adjust stakes, ties, and other hardware as necessary. All trees shall be examined for survival. The Contractor shall provide a report to the Urban Forester of any non-surviving trees.
 - 14. The Contractor shall provide a final report at the end of the 6-month post-visit to update the Urban Forester. The report shall include all sites planted with species and survivorship, as well as any comments the Contractor has about the project or any notable feedback received during this project.
 - 15. The contractor shall provide a warranty for up to one (1) year, which includes replanting trees that do not survive initial planting. This does not include replanting trees lost due to vandalism.

EXHIBIT “B”

PROJECT SCHEDULE

All work must be finished by 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

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

Appendix “A”

Planting Site Locations and Species Selection

Addresses	Street	Side	On Street	Site ID	Species	Council District
700	S Walnut ST	Front	S Walnut ST	52488	Redmond Linden	District 1
2700	S Pinehurst DR	Side	W Pine Meadows DR	33036	Sentry Linden	District 1
1109	W Pine Meadows DR	Front	W Pine Meadows DR	33056	Green Gable Blackgum	District 1
2703	S Pinehurst DR	Side	S Pine Meadows DR	33063	Ky Coffee Tree	District 1
1117	W Pine Meadows DR	Front	W Pine Meadows DR	33067	American Hornbeam	District 1
1129	W Pine Meadows DR	Front	W Pine Meadows DR	33076	American Hornbeam	District 1
2637	S Isabel CT	Front	S Isabel CT	33078	Tulip	District 1
2637	S Isabel CT	Front	S Isabel CT	53090	Tulip	District 1
2637	S Isabel CT	Front	S Isabel CT	53091	Scarlet Oak	District 1
1108	W Pine Meadows DR	Front	W Pine Meadows DR	33124	Red Oak	District 1
2701	S Pine Meadows DR	Front	S Pine Meadows DR	33129	Green Gable Blackgum	District 1
2709	S Pine Meadows DR	Front	S Pine Meadows DR	33168	Hackberry	District 1
2607	S Southern Pines CT	Front	S Southern Pines CT	33273	Shumard Oak	District 1
1446	S Basswood CIR	Side	S Basswood DR	48509	Hackberry	District 1
401	S Parkway DR	Front	S Parkway DR	35215	River Birch	District 1
401	S Parkway DR	Front	S Parkway DR	35220	Sentry Linden	District 1
401	S Parkway DR	Side	W Belle AVE	35250	Hackberry	District 1
408	S Harvey DR	Side	W Belle AVE	35259	Hackberry	District 1

408	S Harvey DR	Side	W Belle AVE	35270	Apollo Maple	District 1
750	S Westwood DR	Front	S Westwood DR	35398	Green Gable Blackgum	District 1
810	S Westwood DR	Front	S Westwood DR	35407	Northern Splendor Blackgum	District 1
801	S Westwood DR	Front	S Westwood DR	35427	Sentry Linden	District 1
2307	S Cutter CT	Front	S Cutter CT	35458	Yellowwood	District 1
4425	W Middle CT	Front	W Middle CT	35561	Snowcloud Serviceberry	District 1
751	S Parkway DR	Front	S Parkway DR	35579	Yellowwood	District 1
721	S Parkway DR	Front	S Parkway DR	35590	White Oak	District 1
741	S Parkway DR	Front	S Parkway DR	35600	Swamp White Oak	District 1
701	S Parkway DR	Front	S Parkway DR	35610	Tulip	District 1
511	S Parkway DR	Front	S Parkway DR	35626	Tulip	District 1
401	S Parkway DR	Front	S Parkway DR	35633	Sentry Linden	District 1
421	S Wynnedale DR	Side	S Owens DR	36325	Redbud	District 1
421	S Wynnedale DR	Side	S Owens DR	36329	Snowcloud Serviceberry	District 1
606	S College AVE	Front	S College AVE	37926	Hackberry	District 1
606	S College AVE	Front	S College AVE	37931	Hackberry	District 1
620	W Dixie ST	Side	S Fairview ST	38859	Valley Forge Elm	District 1
620	W Dixie ST	Side	S Fairview ST	38869	Shingle Oak	District 1
2350	W Bloomfield RD	Front	W Bloomfield RD	47624	Ky Coffee Tree	District 1
2350	W Bloomfield RD	Front	W Bloomfield RD	47620	Redmond Linden	District 1
2350	W Bloomfield RD	Front	W Bloomfield RD	47617	Hackberry	District 1

2350	W Bloomfield RD	Front	W Bloomfield RD	47610	Valley Forge Elm	District 1
2350	W Bloomfield RD	Front	W Bloomfield RD	47599	Redmond Linden	District 1
2350	W Bloomfield RD	Front	W Bloomfield RD	47590	Valley Forge Elm	District 1
320	W Country Club DR	Front	W Country Club DR	46199	Ky Coffee Tree	District 1
704	W Graham DR	Side	S Ford AVE	46046	White Oak	District 1
2429	S Broadview DR	Front	S Broadview DR	46003	Sentry Linden	District 1
2429	S Broadview DR	Front	S Broadview DR	45994	Northern Splendor Blackgum	District 1
2430	S Brown AVE	Front	S Brown AVE	45974	Chinkapin oak	District 1
2430	S Brown AVE	Front	S Brown AVE	45944	Northern Splendor Blackgum	District 1
4611	W Belle AVE	Front	W Belle AVE	44319	Thornless Hawthorn	District 1
4611	W Belle AVE	Front	W Belle AVE	44313	White Oak	District 1
4611	W Belle AVE	Front	W Belle AVE	44305	Shingle Oak	District 1
4611	W Belle AVE	Front	W Belle AVE	44297	Valley Forge Elm	District 1
4611	W Belle AVE	Front	W Belle AVE	44288	Redmond Linden	District 1
4611	W Belle AVE	Front	W Belle AVE	44278	Shingle Oak	District 1
4611	W Belle AVE	Front	W Belle AVE	44272	Thornless Hawthorn	District 1
4611	W Belle AVE	Front	W Belle AVE	44268	Valley Forge Elm	District 1
950	S Harvey DR	Front	S Harvey DR	50579	Majestic Blackgum	District 1
950	S Harvey DR	Front	S Harvey DR	53242	Majestic Blackgum	District 1
950	S Harvey DR	Front	S Harvey DR	52030	Sentry Linden	District 1
950	S Harvey DR	Front	S Harvey DR	50577	River Birch	District 1

950	S Harvey DR	Front	S Harvey DR	50578	River Birch	District 1
1134	S Rogers ST	Side	W Patterson DR	42519	Ky Coffee Tree	District 1
1134	S Rogers ST	Side	W Patterson DR	42512	Redmond Linden	District 1
1134	S Rogers ST	Side	W Patterson DR	42497	Ky Coffee Tree	District 1
600	S Walnut ST	Front	S Walnut ST	48706	White Oak	District 1
2730	W Pine Meadows DR	Front	W Pine Meadows DR	52532	Shingle Oak	District 1
1007	S Pinehurst DR	Front	S Pinehurst DR	52489	Red oak	District 1
2707	S Pinehurst DR	Front	S Pinehurst DR	33019	Yellowwood	District 1
616	S Walnut ST	Front	S Walnut ST	52487	White Oak	District 1
756	S Walnut ST	Front	S Walnut ST	48722	Tupelo tower	District 1
756	S Walnut ST	Front	S Walnut ST	48713	Scarlet Oak	District 1
2706	S Pinehurst DR	Front	S Pinehurst DR	33001	American Hornbeam	District 1
2619	S Southern Pines CT	Front	S Southern Pines CT	33017	Scarlet Oak	District 1
2938	N Ramble RD E	Front	N Ramble RD E	39924	Shumard Oak	District 2
3312	N Valleyview DR	Side	W Winding WAY	28082	Shumard Oak	District 2
1161	W Briarcliff DR	Front	W Briarcliff DR	27402	Tulip	District 2
3112	N Kingsley DR	Front	N Kingsley DR	27413	Redmond Linden	District 2
1122	W Meadow LN	Side	N Obrien PL	28090	Tulip	District 2
3532	N Windcrest DR	Front	N Windcrest DR	28095	Swamp White Oak	District 2
3402	N Valleyview DR	Front	N Valleyview DR	28101	Redbud	District 2
3101	N Kingsley DR	Side	W Briarcliff DR	27422	Valley Forge Elm	District 2
3332	N Kingsley DR	Front	N Kingsley DR	27423	Ky Coffee Tree	District 2
3101	N Kingsley DR	Side	W Briarcliff DR	27433	Ky Coffee Tree	District 2

3252	N Kingsley DR	Front	N Kingsley DR	27434	Shingle Oak	District 2
831	W Briarcliff DR	Front	W Briarcliff DR	27435	White Oak	District 2
1102	W Winding WAY	Front	W Winding WAY	28055	Hackberry	District 2
3212	N Stoneycrest RD	Front	N Stoneycrest RD	28056	Chinkapin oak	District 2
3212	N Stoneycrest RD	Front	N Stoneycrest RD	53198	Snowcloud Serviceberry	District 2
1132	W Meadow LN	Front	W Meadow LN	28057	Scarlet Oak Oak	District 2
3241	N Obrien PL	Front	N Obrien PL	28060	Redmond Linden	District 2
1122	W Winding WAY	Front	W Winding WAY	28063	Shumard Oak	District 2
3341	N Kinser PIKE	Front	N Kinser PIKE	29154	Hackberry	District 2
922	W Winding WAY	Side	N Stoneycrest RD	28102	Ky Coffee Tree	District 2
3342	N Windcrest DR	Front	N Windcrest DR	28103	Chinkapin oak	District 2
1122	W Meadow LN	Front	W Meadow LN	28107	Red Oak	District 2
3522	N Valleyview DR	Front	N Valleyview DR	28110	Shumard Oak	District 2
3522	N Stoneycrest RD	Front	N Stoneycrest RD	28120	Tulip	District 2
1110	W Briarcliff DR	Front	W Briarcliff DR	27436	Valley Forge Elm	District 2
940	W Briarcliff DR	Front	W Briarcliff DR	27438	White Oak	District 2
1030	W Briarcliff DR	Front	W Briarcliff DR	27441	Shingle Oak	District 2
3302	N Kingsley DR	Front	N Kingsley DR	27444	Valley Forge Elm	District 2
922	W Howe ST	Front	W Howe ST	47996	Snowcloud Serviceberry	District 2
3312	N Kingsley DR	Front	N Kingsley DR	27379	Swamp White Oak	District 2
3452	N Kingsley DR	Front	N Kingsley DR	27384	Tulip	District 2

1202	N Woodburn AVE	Front	N Woodburn AVE	37781	Snowcloud Serviceberry	District 2
1202	N Woodburn AVE	Front	N Woodburn AVE	37871	Yellowwood	District 2
1022	N Woodburn AVE	Front	N Woodburn AVE	37839	Yellowwood	District 2
3502	N Kingsley DR	Front	N Kingsley DR	27391	Scarlet Oak Oak	District 2
1040	W Briarcliff DR	Front	W Briarcliff DR	27449	Hackberry	District 2
822	W Briarcliff DR	Side	N Kingsley DR	27454	Swamp White Oak	District 2
3522	N Kingsley DR	Front	N Kingsley DR	27398	Chinkapin oak	District 2
3621	W Parkview DR	Side	N Stoneycrest RD	28125	Chinkapin oak	District 2
819	W 4th ST	Front	W 4th ST	24408	Majestic Blackgum	District 2
3541	N Valleyview DR	Side	W Parkview CT	27364	Valley Forge Elm	District 2
3541	N Valleyview DR	Side	W Parkview CT	27368	Redmond Linden	District 2
3541	N Valleyview DR	Front	N Valleyview DR	27375	Red Oak	District 2
1014	W Howe ST	Front	W Howe ST	31668	American Hornbeam	District 2
1010	W Howe ST	Front	W Howe ST	31669	Green Gable Blackgum	District 2
1021	N Blair AVE	Front	N Blair AVE	32690	Yellowwood	District 2
3802	W Parkview DR	Side	W Parkview CT	27354	Valley Forge Elm	District 2
3421	N Kinser PIKE	Front	N Kinser PIKE	27363	Valley Forge Elm	District 2
3202	N Valleyview DR	Front	N Valleyview DR	28008	Chinkapin oak	District 2
1161	W Meadow CT	Front	W Meadow CT	28028	Red Oak	District 2
1100	W 14th ST	Side	N Dyer DR	39840	Shumard Oak	District 2

1100	W 14th ST	Side	N Dyer DR	39853	Thornless Hawthorn	District 2
906	N Monroe ST	Side	W 12th ST	39854	Shingle Oak	District 2
3131	N Ramble RD W	Front	N Ramble RD W	39952	Valley Forge Elm	District 2
305	E Clover LN	Front	E Clover LN	40068	Scarlet Oak oak	District 2
3038	N Ramble RD E	Side	E Lakewood DR	40069	Sentry Linden	District 2
220	E Rusgan DR	Front	E Rusgan DR	40146	Chinkapin oak	District 2
2846	N Blue Slopes DR	Rear	N Blue Ridge DR	40180	Tulip	District 2
2846	N Blue Slopes DR	Rear	N Blue Ridge DR	40188	Tulip	District 2
220	E Rusgan DR	Side	N Bankers DR	40259	Redmond Linden	District 2
2967	N Bankers DR	Front	N Bankers DR	40275	Tulip	District 2
1141	W Meadow CT	Front	W Meadow CT	28040	Tulip	District 2
1122	W Meadow LN	Front	W Meadow LN	28049	Chinkapin oak	District 2
2128	E 5th ST	Side	S Jefferson ST	28456	Valley Forge Elm	District 3
2601	E 7th ST	Front	E 7th ST	30663	Valley Forge Elm	District 3
2601	E 7th ST	Front	E 7th ST	30651	Ky Coffee Tree	District 3
106	S Overhill DR	Front	S Overhill DR	29799	tupelo tower	District 3
105	S Hillsdale DR	Front	S Hillsdale DR	29843	tupelo tower	District 3
515	S Walnut ST	Front	S Walnut ST	53197	tupelo tower	District 4
908	S Sheridan DR	Front	S Sheridan DR	25796	Scarlet Oak	District 4
2222	E 3rd ST	Side	S High ST	25942	Red Oak	District 4
312	S Arbutus DR	Front	S Arbutus DR	25952	Hackberry	District 4
2222	E 3rd ST	Side	S High ST	25959	Red Oak	District 4
1900	E Atwater AVE	Front	E Atwater AVE	25986	Swamp White Oak	District 4
1900	E Atwater AVE	Side	S Rose AVE	26012	Red Oak	District 4

1902	E 3rd ST	Side	S Rose AVE	26016	Majestic Blackgum	District 4
600	S Rose AVE	Side	E 2nd ST	27015	Sentry Linden	District 4
618	S Eastside DR	Front	S Eastside DR	27031	Ky Coffee Tree	District 4
613	S Eastside DR	Front	S Eastside DR	27043	Redbud	District 4
1702	E 2nd ST	Side	S Eastside DR	27060	Snowcloud Serviceberry	District 4
1919	E Hunter AVE	Side	S Clifton AVE	27081	American Hornbeam	District 4
635	S Woodlawn AVE	Side	E University ST	27331	Redbud	District 4
635	S Woodlawn AVE	Side	E University ST	27337	Majestic Blackgum	District 4
351	S Washington ST	Front	S Washington ST	27508	Shingle Oak	District 4
1828	E Hunter AVE	Front	E Hunter AVE	27671	Red Oak	District 4
1600	E 2nd ST	Side	S Mitchell ST	27676	Sentry Linden	District 4
501	S Mitchell ST	Front	S Mitchell ST	27699	Swamp White Oak	District 4
1600	E University ST	Side	S Mitchell ST	27704	Sentry Linden	District 4
1304	E University ST	Front	E University ST	27751	Redmond Linden	District 4
106	E 2nd ST	Front	E 2nd ST	27830	Snowcloud Serviceberry	District 4
404	S Washington ST	Front	S Washington ST	27847	Majestic Blackgum	District 4
1213	E 1st ST	Front	E 1st ST	27958	Redbud	District 4
940	S Hawthorne DR	Front	S Hawthorne DR	28149	Yellowwood	District 4
1280	E Southdowns DR	Front	E Southdowns DR	28188	Scarlet Oak	District 4
1101	E Sheridan DR	Median	E Sheridan DR	28191	Northern Splendor Blackgum	District 4

1280	E Southdowns DR	Front	E Southdowns DR	28198	Ky Coffee Tree	District 4
1031	S Jordan AVE	Front	S Jordan AVE	28206	red oak	District 4
1212	E Southdowns DR	Front	E Southdowns DR	28208	Ky Coffee Tree	District 4
1000	S Ballantine RD	Side	E Southdowns DR	28281	White Oak	District 4
1000	S Ballantine RD	Front	S Ballantine RD	53199	Snowcloud Serviceberry	District 4
1000	S Ballantine RD	Front	S Ballantine RD	53200	Hackberry	District 4
910	S Manor RD	Front	S Manor RD	28293	Swamp White Oak	District 4
918	S Manor RD	Front	S Manor RD	28300	Red Oak	District 4
1114	E Southdowns DR	Front	E Southdowns DR	28304	River Birch	District 4
920	S Manor RD	Front	S Manor RD	28308	Shumard Oak	District 4
1108	E Southdowns DR	Front	E Southdowns DR	28312	Northern Splendor Blackgum	District 4
1206	S Longwood DR	Front	S Longwood DR	29932	Red Oak	District 4
1200	S Longwood DR	Front	S Longwood DR	29938	Scarlet Oak	District 4
1315	S Longwood DR	Front	S Longwood DR	29946	Yellowwood	District 4
1315	S Longwood DR	Front	S Longwood DR	53210	Red Oak	District 4
1924	E Viva DR	Front	E Viva DR	29961	Ky Coffee Tree	District 4
1312	S Nancy ST	Front	S Nancy ST	29963	American Hornbeam	District 4
1316	S Nancy ST	Front	S Nancy ST	29971	Sentry Linden	District 4
2016	E Viva DR	Front	E Viva DR	29974	Ky Coffee Tree	District 4
1301	S Longwood DR	Side	E Mark ST	29975	Yellowwood	District 4

1312	S High ST	Side	E Viva DR	29981	Snowcloud Serviceberry	District 4
1406	S Nancy ST	Front	S Nancy ST	29995	White oak	District 4
1901	E Viva DR	Front	E Viva DR	29998	Swamp White Oak	District 4
2008	E Viva DR	Front	E Viva DR	30006	Swamp White Oak	District 4
1308	S Nancy ST	Front	S Nancy ST	30022	Tupelo tower	District 4
2510	E Covenanter DR	Front	E Covenanter DR	30138	Yellowwood	District 4
2518	E Covenanter DR	Front	E Covenanter DR	30155	American Hornbeam	District 4
2404	E Covenanter DR	Front	E Covenanter DR	30272	Tupelo tower	District 4
1025	S Woodbine CT	Side	E Woodbine AVE	30276	Green Gable Blackgum	District 4
1025	S Woodbine CT	Side	E Woodbine AVE	30285	Green Gable Blackgum	District 4
2512	E Rechter RD	Side	S Rechter CT	30291	Majestic Blackgum	District 4
2512	E Rechter RD	Side	S Rechter CT	30298	American Hornbeam	District 4
1022	S Nota DR	Front	S Nota DR	30312	Yellowwood	District 4
1022	S Nota DR	Front	S Nota DR	30309	Yellowwood	District 4
1261	S Winfield RD	Side	E Fair Oaks LN	30749	Yellowwood	District 4
1261	S Winfield RD	Side	E Fair Oaks LN	30753	Green Gable Blackgum	District 4
1310	S Pickwick PL	Front	S Pickwick PL	30756	Scarlet Oak	District 4
2414	E Rechter RD	Front	E Rechter RD	30767	Northern Splendor Blackgum	District 4
2404	E Rechter RD	Front	E Rechter RD	30774	Majestic Blackgum	District 4
2404	E Rechter RD	Front	E Rechter RD	30786	River Birch	District 4
2404	E Rechter RD	Front	E Rechter RD	30795	Sentry Linden	District 4

1205	S Pickwick PL	Front	S Pickwick PL	30800	Thornless Hawthorn	District 4
1209	S Pickwick PL	Front	S Pickwick PL	30810	Redbud	District 4
2222	E Covenanter DR	Side	E Rechter RD	30828	Tupelo tower	District 4
2222	E Covenanter DR	Side	E Rechter RD	30838	Sentry Linden	District 4
1600	S Pickwick PL	Front	S Pickwick PL	30957	Northern Splendor Blackgum	District 4
2602	E Covenanter DR	Side	E Rechter RD	31042	Sentry Linden	District 4
2818	S Wexley RD	Front	S Wexley RD	36953	Yellowwood	District 4
2818	S Wexley RD	Front	S Wexley RD	36961	Yellowwood	District 4
101	W 2nd ST	Side	S Walnut ST	37875	Shumard Oak	District 4
101	W 2nd ST	Front	W 2nd ST	38082	Red Oak	District 4
2020	E Greenbriar LN	Front	E Greenbriar LN	41634	Tulip	District 4
2020	E Greenbriar LN	Front	E Greenbriar LN	41642	Scarlet Oak	District 4
2008	S Georgetown RD	Front	S Georgetown RD	41722	Yellowwood	District 4
2002	S Georgetown RD	Front	S Georgetown RD	41744	Majestic Blackgum	District 4
2002	S Georgetown RD	Side	E Greenbriar LN	41825	Scarlet Oak	District 4
2108	S Georgetown RD	Front	S Georgetown RD	41827	Northern Splendor Blackgum	District 4
2002	S Georgetown RD	Side	E Greenbriar LN	41828	Hackberry	District 4
1800	E Greenbriar LN	Front	E Greenbriar LN	41829	Redbud	District 4
1801	E Greenbriar LN	Front	E Greenbriar LN	41846	American Hornbeam	District 4

3200	E Buick Cadillac BLVD	Front	E Buick Cadillac BLVD	42971	Hackberry	District 4
3200	E Buick Cadillac BLVD	Front	E Buick Cadillac BLVD	43010	Redmond Linden	District 4
3200	E Buick Cadillac BLVD	Front	E Buick Cadillac BLVD	43032	Valley Forge Elm	District 4
487	S Clarizz BLVD	Front	S Clarizz BLVD	43066	Ky Coffee Tree	District 4
487	S Clarizz BLVD	Front	S Clarizz BLVD	43071	Valley Forge Elm	District 4
487	S Clarizz BLVD	Front	S Clarizz BLVD	43076	Shingle Oak	District 4
487	S Clarizz BLVD	Front	S Clarizz BLVD	43081	Shingle Oak	District 4
487	S Clarizz BLVD	Front	S Clarizz BLVD	43086	Valley Forge Elm	District 4
487	S Clarizz BLVD	Front	S Clarizz BLVD	43147	Ky Coffee Tree	District 4
415	S Clarizz BLVD	Front	S Clarizz BLVD	43154	Red Oak	District 4
1513	S Clifton AVE	Front	S Clifton AVE	44818	Shingle Oak	District 4
1500	S Nancy ST	Front	S Nancy ST	44849	Shingle Oak	District 4
921	S Mitchell ST	Front	S Mitchell ST	44973	Hackberry	District 4
921	S Mitchell ST	Front	S Mitchell ST	44981	Shumard Oak	District 4
928	S Mitchell ST	Front	S Mitchell ST	45063	Ky Coffee Tree	District 4
1715	E Circle DR	Side	E Southdown s DR	45127	Yellowwood	District 4
921	S Mitchell ST	Front	S Mitchell ST	45155	Shumard Oak	District 4
1814	E Southdowns DR	Front	E Southdown s DR	45157	Sentry Linden	District 4
1901	E Maxwell LN	Side	S Rose AVE	45173	Sentry Linden	District 4
1506	E 1st ST	Front	E 1st ST	45210	Snowcloud Serviceberry	District 4
1852	E 1st ST	Front	E 1st ST	45260	Majestic Blackgum	District 4
801	S Anita ST	Side	E 1st ST	45339	Scarlet Oak	District 4

1514	E Maxwell LN	Front	E Maxwell LN	45354	Shingle Oak	District 4
1518	E Maxwell LN	Front	E Maxwell LN	45364	Valley Forge Elm	District 4
717	E 2nd ST	Front	E 2nd ST	49794	Green Gable Blackgum	District 4
710	E 2nd ST	Front	E 2nd ST	49795	American Hornbeam	District 4
719	E 2nd ST	Front	E 2nd ST	49797	Ky Coffee Tree	District 4
714	E 2nd ST	Front	E 2nd ST	49798	Ky Coffee Tree	District 4
100	E 2nd ST	Front	E 2nd ST	52204	Tulip	District 4
100	E 2nd ST	Front	E 2nd ST	52205	Chinkapin oak	District 4
100	E 2nd ST	Front	E 2nd ST	52206	Valley Forge Elm	District 4
1018	E Southdowns DR	Front	E Southdowns DR	52486	Chinkapin oak	District 4
522	S Park AVE	Front	S Park AVE	53086	American Hornbeam	District 4
520	S Fess AVE	Front	S Fess AVE	53087	American Hornbeam	District 4
100	E 2nd ST	Front	E 2nd ST	53088	Shingle Oak	District 4
1018	E Southdowns DR	Front	E Southdowns DR	53089	Swamp White Oak	District 4
2020	E Greenbriar LN	Front	E Greenbriar LN	53093	Tulip	District 4
2020	E Greenbriar LN	Front	E Greenbriar LN	53094	Snowcloud Serviceberry	District 4
515	S Walnut ST	Front	S Walnut ST	53196	Tupelo tower	District 4
708	E Eddington CT	Front	E Eddington CT	43695	Yellowwood	District 5
714	E Eddington CT	Front	E Eddington CT	43701	American Hornbeam	District 5
3602	S Bainbridge DR	Side	E Allendale DR	41314	Snowcloud Serviceberry	District 5
3411	S Allendale DR	Front	S Allendale DR	41311	American Hornbeam	District 5

3602	S Bainbridge DR	Side	E Allendale DR	41304	Redbud	District 5
3411	S Allendale DR	Front	S Allendale DR	41301	Sentry Linden	District 5
3411	S Allendale DR	Front	S Allendale DR	41292	American Hornbeam	District 5
2614	E Oaklawn CT	Side	S Sare RD	40955	Tulip	District 5
101	E Ridgeview DR	Side	S Brookside DR	44329	Shingle Oak	District 5
2810	S Limestone DR	Front	S Limestone DR	44360	White Oak	District 5
2814	S Cherry ST	Front	S Cherry ST	44377	Tupelo tower	District 5
2818	S Limestone DR	Side	W Hoosier ST	44389	Sentry Linden	District 5
110	E Sunny Slopes DR	Front	E Sunny Slopes DR	44391	Thornless Hawthorn	District 5
114	W Hoosier ST	Front	W Hoosier ST	44397	Tulip	District 5
214	E Ridgeview DR	Front	E Ridgeview DR	44415	Redmond Linden	District 5
210	E Ridgeview DR	Front	E Ridgeview DR	44425	Valley Forge Elm	District 5
202	E Ridgeview DR	Front	E Ridgeview DR	44434	Scarlet Oak	District 5
2945	S Pinewood LN	Front	S Pinewood LN	44437	River Birch	District 5
125	E Ridgeview DR	Front	E Ridgeview DR	44439	Northern Splendor Blackgum	District 5
2925	S Pinewood LN	Front	S Pinewood LN	44447	Sentry Linden	District 5
115	E Ridgeview DR	Side	S Brookside DR	44455	Swamp White Oak	District 5
2905	S Pinewood LN	Front	S Pinewood LN	44458	River Birch	District 5
115	E Ridgeview DR	Side	S Brookside DR	44465	Shumard Oak	District 5
131	E Ridgeview DR	Front	E Ridgeview DR	44469	Thornless Hawthorn	District 5
3292	S Commons DR	Side	E Buckingha m DR	44474	Hackberry	District 5

135	E Ridgeview DR	Front	E Ridgeview DR	44479	Scarlet Oak	District 5
3213	S Eden DR	Side	E Buckingha m DR	44485	Shingle Oak	District 5
102	W Hoosier ST	Side	S Cherry ST	44511	Northern Splendor Blackgum	District 5
130	E Sunny Slopes DR	Front	E Sunny Slopes DR	44512	Yellowwood	District 5
TBD	TBD	TBD	TBD	TBD	Apollo Maple	District 5
2809	S Cherry ST	Side	S Cherry ST	44521	Tulip	District 5
130	E Sunny Slopes DR	Front	E Sunny Slopes DR	44522	Green Gable Blackgum	District 5
2813	S Cherry ST	Front	S Cherry ST	44531	Green Gable Blackgum	District 5
150	E Sunny Slopes DR	Front	E Sunny Slopes DR	44532	Yellowwood	District 5
2870	S Brookside DR	Front	S Brookside DR	44533	Ky Coffee Tree	District 5
2104	E Rock Creek DR	Front	E Rock Creek DR	53095	Green Gable Blackgum	District 5
3816	S Laura WAY	Front	S Laura WAY	43548	Chinkapin oak	District 5
3818	S Laura WAY	Front	S Laura WAY	43558	Scarlet Oak	District 5
1201	E Benson CT	Side	S Jamie LN	43607	American Hornbeam	District 5
1064	E Jennifer DR	Front	E Jennifer DR	43630	Tulip	District 5
721	E Eddington CT	Front	E Eddington CT	43665	American Hornbeam	District 5
721	E Eddington CT	Front	E Eddington CT	43669	Green Gable Blackgum	District 5
3746	S Bainbridge DR	Front	S Bainbridge DR	43690	American Hornbeam	District 5
3764	S Bainbridge DR	Front	S Bainbridge DR	43700	American Hornbeam	District 5
3201	S Piccadilly ST	Side	E Buckingha m DR	53186	Tulip	District 5

3211	S Piccadilly ST	Side	E Buckingha m DR	53187	Scarlet Oak	District 5
105	E Sunny Slopes DR	Front	E Sunny Slopes DR	52646	Valley Forge Elm	District 5
2845	S Brookside DR	Front	S Brookside DR	52648	Swamp White Oak	District 5
101	S Brookside DR	Front	S Brookside DR	52649	Ky Coffee Tree	District 5
1036	E Commons DR	Side	S Westminste r WAY	53188	Hackberry	District 5
3406	S Westminster WAY	Side	S Westminste r WAY	53189	Scarlet Oak	District 5
3406	S Westminster WAY	Side	S Westminste r WAY	53190	Ky Coffee Tree	District 5
3171	S Piccadilly ST	Side	S Piccadilly ST	53191	Tulip	District 5
2443	E Goldin DR	Side	E Canada DR	40608	Northern Splendor Blackgum	District 5
3801	S Claybridge DR	Front	S Claybridge DR	40486	Tupelo Tower	District 5
2450	E Rock Creek DR	Front	E Rock Creek DR	39115	Shumard Oak	District 5
2504	E Rock Creek DR	Front	E Rock Creek DR	39103	Shingle Oak	District 5
2112	S Montclair AVE	Front	S Montclair AVE	39096	Northern Splendor Blackgum	District 5
2112	S Montclair AVE	Side	E Montclair CT	53212	Apollo Maple	District 5
2112	S Montclair AVE	Side	E Montclair CT	53211	Snowcloud Serviceberry	District 5
2512	E Rock Creek DR	Front	E Rock Creek DR	39093	Valley Forge Elm	District 5
2604	E Rock Creek DR	Front	E Rock Creek DR	39071	Hackberry	District 5
2620	E Rock Creek DR	Front	E Rock Creek DR	39065	Redbud	District 5
2312	S Montclair AVE	Front	S Montclair AVE	39018	Redmond Linden	District 5
2310	E Wimbledon LN	Side	S Montclair AVE	38952	Green Gable Blackgum	District 5
2402	E Rock Creek DR	Front	E Rock Creek DR	38951	Redmond Linden	District 5

2104	E Rock Creek DR	Front	E Rock Creek DR	38941	Green Gable Blackgum	District 5
2735	E Brigs BND	Front	E Brigs BND	36557	Ky Coffee Tree	District 5
1514	E Elliston DR	Front	E Elliston DR	41925	Swamp White Oak	District 5
1504	E Elliston DR	Front	E Elliston DR	41912	Swamp White Oak	District 5
3602	S Bainbridge DR	Front	S Bainbridge DR	41879	Redbud	District 5
2105	E Arden DR	Rear	S High ST	41675	Scarlet Oak oak	District 5
1712	S Williams CT	Rear	S High ST	41668	Yellowwood	District 5
1712	S Williams CT	Rear	S High ST	41663	Scarlet Oak	District 5
2610	S Walnut ST	Side	W Country Club DR	48046	Ky Coffee Tree	District 5
1018	S Graywell DR	Front	S Graywell DR	34279	Valley Forge Elm	District 5
3171	S Piccadilly ST	Side	S Piccadilly ST	53193	Shingle Oak	District 5
2104	E Rock Creek DR	Front	E Rock Creek DR	53092	Scarlet Oak	District 5
3137	S Westminster WAY	Side	S Westminster WAY	53194	Ky Coffee Tree	District 5
3107	S Westminster WAY	Side	S Westminster WAY	53195	Scarlet Oak	District 5
1138	E Benson CT	Front	E Benson CT	50486	Redmond Linden	District 5
1138	E Benson CT	Front	E Benson CT	50487	Tulip	District 5
3835	S Laura WAY	Front	S Laura WAY	43248	Sentry Linden	District 5
1056	E Jennifer DR	Front	E Jennifer DR	43259	Chinkapin oak	District 5
3827	S Laura WAY	Front	S Laura WAY	43261	Red Oak	District 5
1052	E Jennifer DR	Front	E Jennifer DR	43269	Tulip	District 5
3823	S Laura WAY	Front	S Laura WAY	43274	Hackberry	District 5
1048	E Jennifer DR	Front	E Jennifer DR	43275	White Oak	District 5
3823	S Laura WAY	Front	S Laura WAY	43286	Scarlet Oak	District 5

1212	E Woods Edge WAY	Side	S Woods Edge BND	43299	Valley Forge Elm	District 5
1212	E Woods Edge WAY	Side	S Woods Edge BND	43309	Valley Forge Elm	District 5
3815	S Laura WAY	Front	S Laura WAY	43379	Tulip	District 5
3813	S Laura WAY	Front	S Laura WAY	43384	Chinkapin oak	District 5
1138	E Benson CT	Front	E Benson CT	43422	Chinkapin oak	District 5
3833	S Woods Edge BND	Front	S Woods Edge BND	43457	American Hornbeam	District 5
1150	E Benson CT	Front	E Benson CT	43479	Shingle Oak	District 5
1223	E Benson CT	Front	E Benson CT	43515	Green Gable Blackgum	District 5
1223	E Benson CT	Front	E Benson CT	43525	Yellowwood	District 5
1223	E Benson CT	Front	E Benson CT	43535	Green Gable Blackgum	District 5
1170	E Benson CT	Front	E Benson CT	43544	Shumard Oak	District 5
3887	S The Stands Dr	Side	E Canada DR	40727	Swamp White Oak	District 5
3887	S The Stands Dr	Side	E Canada DR	40626	Sentry Linden	District 5
716	N Indiana AVE	Side	E Cottage Grove AVE	24601	Chinkapin oak	District 6
408	N Indiana AVE	Front	N Indiana AVE	25151	Green Gable Blackgum	District 6
301	N Washington ST	Side	E 7th ST	26233	Yellowwood	District 6
305	N Washington ST	Front	N Washington ST	24934	Shumard Oak	District 6
719	N Grant ST	Side	E 11th ST	24840	Tupelo tower	District 6
408	N Indiana AVE	Side	E 8th ST	24634	Shingle Oak	District 6
421	N INDIANA ST	Side	E 8th ST	24604	Hackberry	District 6
408	N Indiana AVE	Front	N Indiana AVE	25161	Sentry Linden	District 6
426	E Cottage Grove	Side	N Dunn St	24873	Apollo Maple	District 6
426	E Cottage Grove	Side	N Dunn St	24871	Apollo Maple	District 6
609	N Dunn St	Front	N Dunn St	24870	Apollo Maple	District 6

C9 Agenda itemAdmin. Approval: TS
Date: 3/19/25

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: March 25, 2025
**SUBJECT: REVIEW AND APPROVAL OF PARTNERSHIP AGREEMENT WITH
BLOOMINGTON URBAN FOREST RESEARCH GROUP FOR TREE
PLANTING SURVEYS.**

Recommendation

Staff recommends the approval of a partnership agreement with IU Bloomington Urban Forestry Research Group (BURFG) for two rounds of surveys, to gauge both public interest in trees and tree planting projects, and other valuable data for Urban Forestry to base future planting projects off of. There should be a pre-planting survey and post planting survey.

Amount not to exceed: \$6,500

Funding Source: 4655-18-18018C-54510

Background

The City of Bloomington previously partnered with BURFG for a pre- and post-planting survey for the first round of the Bicentennial plantings. The results were both informative and interesting, and urban forestry would like to continue these surveys to hear more from the public that could help us design future projects effectively. The survey also provides an avenue for Urban Forestry to become a more well-known program within the City of Bloomington.

RESPECTFULLY SUBMITTED,**Haskell Smith, Urban Forester**

**PARTNERSHIP AGREEMENT WITH
TRUSTEES OF INDIANA UNIVERSITY
FOR**

A CITY OF BLOOMINGTON URBAN FOREST MAIL-BASED SURVEY STUDY

This agreement is made and entered into, by and between the Bloomington Parks and Recreation Department, (“BPRD”), acting through its Board of Park Commissioners (“Board”) (hereinafter referred to as “City”) and, Trustees of Indiana University (hereinafter referred to as “IU”) on behalf of its researchers Stephanie Freeman-Day, PhD student, and Dr. Burnell Fischer, (hereinafter referred to as “the Research Team”).

WHEREAS, the City, IU and the Research Team wish to evaluate impacts of city tree planting, maintenance, and citizen understanding of the urban forestry program; and

WHEREAS, the City owns and maintains records of planting locations and projects; and

WHEREAS, the City wishes to allow the Research Team access to data sharing of tree planting locations and outcomes and support monetarily these efforts; and

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 IU and the Research Team access to planting project information and locations to produce and solicit survey responses of impacted individuals. In turn, IU and the Research Team will provide data and results resulting from the survey process.
2. **Duration of Agreement.** This Agreement shall be in full force and effect from the date both parties sign this Contractual Agreement until December 31, 2025, unless terminated in accordance with paragraph eight (8).
3. **Use of City data.** The City hereby grants the Research Team access to tree planting data as follows: the Research Team will be provided adjacent home addresses that are being examined for potential new street tree planting by the City’s urban forestry program; if the planting was completed, the Research Team will be provided species of tree planted, and information regarding outreach for these planting projects.
4. **Deliverables.** IU and the Research Team agree to conduct mail-based surveys to gather community member responses related the City’s urban forestry program and projects. IU and the Research Team will provide raw and evaluated data of solicited survey responses back to the City to examine the outcomes of the City’s urban forestry program. The final product shall be presented to the City in the form of a short report and presentation documenting the survey(s) process and results.
5. **Monetary Support.** The City will provide support for printing and postage of survey materials not to exceed Three Thousand Two Hundred Fifty Dollars and zero cents (\$3,250.00) per survey and not to exceed Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) for the lifetime of this agreement. Each to be paid upon receipt of invoice of printing and/or postage invoices.
6. **Publications.** City acknowledges that the free dissemination of information is an important policy of IU. In accordance with its policies, IU may retain a copy of the data arising out of the performance of this Agreement, and retain the right to use such data or the results of the project, including but not limited to any information included in the reports provided to City, for its own

Kathleen Mills, President Date
Board of Park Commissioners

Margie Rice, Corporation Counsel Date

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the Associate Vice President of Indiana University's Office for Research Administration.
2. The organization 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

Steve Martin,
Associate Vice President Office for Research Administration
Indiana University

Printed Name of Notary Public

C10 Agenda itemAdmin. Approval: TS
Date: 3/19/25

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: March 25, 2025
**SUBJECT: REVIEW AND APPROVAL OF 2025 PARTNERSHIP AGREEMENT WITH
CANOPY BLOOMINGTON FOR THE TREE TENDERS PROGRAM**

Recommendation

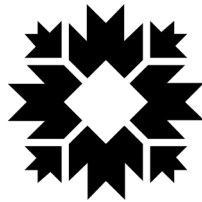
Staff recommends the review/approval of the 2025 partnership agreement with Canopy Bloomington to continue the Tree Tenders Program.

Funding Source: ED-LIT 153-04-04000-53960 (ESD)
Not to Exceed: 15,000.00

Background

Urban Forestry has partnered with Canopy Bloomington over the last three summers to provide job training, and environmental educations to high school aged students. This program aims to reconcile community interests in environmental action with youth development. This has led to over 600 trees being pruned, mulched, watered or otherwise cared for in Switchyard Park, RCA, and Lower Cascades.

RESPECTFULLY SUBMITTED,**Haskell Smith, Urban Forester**



CITY OF BLOOMINGTON
Parks and Recreation

COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This agreement is made and entered into by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and, CanopyBloomington (“CanopyBloomington”).

WHEREAS, BPRD and CanopyBloomington desire to cooperate in the provision of an urban forestry maintenance crew; and

WHEREAS, CanopyBloomington is qualified to perform such services for BPRD; and

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

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

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for CanopyBloomington Tree Tenders, an employment program, to work for CanopyBloomington in BPRD parks by combining available resources from each party to the Agreement.

2.0 Duration of Agreement:

This Agreement is in effect from the date of signing until December 31, 2025 unless terminated earlier as provided under Article 7.0.

3.0 Bloomington Parks & Recreation:

3.1 The goal of BPRD is to provide well maintained park and street trees for the community to enjoy.

3.2 BPRD agrees to:

1. Provide guidance on work needs under the direction of the Urban Forester for the individuals in CanopyBloomington’s Tree Tender program (“Tree Tender Crew”).
2. Provide on-site training for the Tree Tender Crew.
3. Provide access to a green waste disposal location.

4. Provide access to water at various locations for tree watering by the Tree Tender Crew.
5. Provide maintenance equipment and supplies necessary to maintain the designated park trees, including but not limited to: folding step stools, foldable rolling carts, 15 gallon water tote, work shirts and safety vests. CanopyBloomington will purchase these materials with the approval of the Urban Forester and invoice BPRD for reimbursement.
6. Pay CanopyBloomington invoiced amounts for labor costs of the Tree Tender employment program, and supply costs for water and mulch and associated program materials. Payment amount not to exceed fifteen thousand dollars and zero cents (\$15,000.00) for the 2025 employment season.
7. Provide a schedule of events within locations that may restrict access to areas or limit work to be conducted.

4.0 CANOPYBLOOMINGTON:

4.1 The goal of Canopy Bloomington's Tree Tenders program is to conduct an employment placement program to train and educate about the benefits of trees, the necessity of proper tree care, and provide hands on application of tree care practices.

4.2 CanopyBloomington agrees to:

1. Conduct hiring interviews, hire, pay, and assume liability and risk coverage for all the Tree Tenders crews.
2. Provide crews of Tree Tenders for maintenance of trees within parks, with a total of 10 hours per week per Tree Tender. The time frame of employment is a 10-week period between May 1st and September 1st.
3. Conduct training, pruning, mulching, and watering for trees within parks.
4. Invoice Parks twice per season for labor costs, midway through the season at 5 weeks and after completion of the season at 10 weeks, at a reimbursement rate equal to or greater than the current Living Wage Ordinance.
5. Provide itemized invoices to Parks twice per season for all costs, midway through the season at 5 weeks and after completion of the season at 10 weeks.
6. Provide or arrange for transportation for Tree Tender program participants to the work site.

7. Provide a certified arborist to train and oversee associated tree work performed by the Tree Tenders.
8. Address behavioral issues that come up at sites.
9. Complete annual report covering all work accomplished in the calendar year.
10. Communicate with designated park staff on issues, progress, and supply needs.
11. Conduct at minimum one career and/or educational activity, such as workshops for resume development, interview skills, job applications, or financial management, during the course of the season.
12. Share and allow usage of images and videos of the Tree Tender Crew for marketing purposes with BPRD.
13. Coordinate work within park location to avoid potential conflicts of usage.

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

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between CanopyBloomington and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3 CanopyBloomington shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and CanopyBloomington shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. CanopyBloomington and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
- 5.4 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.5 CanopyBloomington shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. CanopyBloomington understands that the City prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing

work for the City. If CanopyBloomington believes that a City employee engaged in such conduct towards CanopyBloomington and/or any of its employees, CanopyBloomington or its employees may file a complaint with the department head in charge of Canopy Bloomington's work, and/or with the City of Bloomington Human Resources Department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

5.6 CanopyBloomington is recognized as having the expertise and experience to hire and supervise the Tree Tender Crews safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.

5.7 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking and vaping inside city facilities and the consumption of alcoholic beverages on city property.

5.8 Pursuant to Indiana code 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), CanopyBloomington may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If CanopyBloomington implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.

5.9 CanopyBloomington shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of CanopyBloomington's negligence in conducting activities under this Agreement 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 CanopyBloomington, its officers, agents, officials, or employees, regardless of whether the cybercrime was committed with or without CanopyBloomington's knowledge or consent. This includes claims for personal injury, property damage, or any other type of claim which might be brought against Releasees or CanopyBloomington, or its employees, agents or patrons, by any third party, except where such personal injury, property damage or claim is caused by the negligence of Releasee.

6.0 Notice:

6.1 Notice regarding any significant concerns or issues of non-compliance shall

be given to those contacts as follows:

CanopyBloomington
Ava Hartman
PO Box 5591
Bloomington, IN 47407
(812) 701 - 5646

BPRD
Haskell Smith
401 N. Morton St., Suite 250
Bloomington, IN 47404
(812) 327-5251

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

CanopyBloomington
Ava Hartman
PO Box 5591
Bloomington, IN 47407
(812) 701 – 5646
forester@canopybloomington.org

BPRD
Haskell Smith -Urban Forester
401 N. Morton St, Suite 250
Bloomington, IN 47404
(812)327 5251
smithh@bloomington.in.gov

7.0 Termination

- 7.1** This Agreement may be terminated in writing by the mutual agreement of all partners.
- 7.2** The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Haskell Smith- Urban Forester (812) 349 - 3716 of any such termination and the reasons therefore in writing.
- 7.3** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the Common Council of the City of Bloomington or any board or commission, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth below. In the event of termination, the City shall pay for all services rendered and costs incurred by Service Provider up until the effective date of termination.

8.0 E-Verify

- 8.1** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized

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

9.0 Living Wage Ordinance

9.1 Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit B; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

CITY OF BLOOMINGTON:

Tim Street, Administrator
Bloomington Parks and Recreation

Date

Margie Rice
Corporation Counsel

Date

Kathleen Mills, President
Board of Park Commissioners

Date

CANOPYBLOOMINGTON:

Ava Hartman , Executive director
CanopyBloomington

Date

EXHIBIT "A"

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

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

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

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

Signature

Printed name

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

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

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

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

Signature

Printed name

EXHIBIT “B”

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

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

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

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

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

Signature

Printed name

C11 Agenda itemAdmin. Approval: TS
Date: 3/20/25

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: March 25, 2025
SUBJECT: REVIEW AND APPROVAL OF URBAN FORESTRY PRINCIPLES AND REPORTING POLICY - 13270

Recommendation

Staff recommends the review/approval of the Urban Forestry Principles and Reporting policy - 13270
This policy outlines the Urban Forestry's efforts and guiding principles, as well as a quarterly tree reporting document.

Background

Urban Forestry has long been operating with best management practices in mind for the urban forest. This policy ensures that we can continue to bring high level urban forestry commitment to Bloomington.

RESPECTFULLY SUBMITTED,**Haskell Smith, Urban Forester**



Parks and Facilities

Urban Forestry Principles and Reporting - 13270

Created: March, 2025

The Urban Forestry ~~Division~~Department strives to maintain a balance between the benefits of maintaining healthy trees throughout the community and the potential risks associated with an urban tree canopy. Urban Forestry will aim to achieve a sustainable and healthy urban tree canopy to maximize the benefit to residents and visitors of Bloomington.

Guiding Principles:

1. Recognize all the trees of our urban forest are more than aesthetic enhancements
2. Trees are the backbone of our urban ecosystem and an essential part of our community's infrastructure
3. Promote the health and growth of our urban forestry by following scientifically established best practices for tree selection, planting, watering and pruning
4. Promote a robust urban forest through policies and practices that reduce its vulnerability to known diseases or pest infections, and future threats, including the anticipated effects of climate change
5. Engage in a continuous process of long-range planning for the growth and maintenance of our urban forest
6. Promote public appreciation of our urban forest through educational outreach programs
7. Proceed in a manner that is inclusive and transparent

For more specific guidance in working towards these principles, the Urban Forester shall maintain an "Arboricultural Specifications Policies and Procedures" document, which will be reviewed annually by the City's Risk department and Tree Commission.

Additionally, the Urban Forester shall provide a quarterly report to the Board of Park Commissioners on the status of the urban forest, including a list of current and prioritized hazards that are in process or waiting to be mitigated.

C12 Agenda itemAdmin. Approval: TS
Date: 3/20/25

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: March 25, 2025
SUBJECT: REVIEW AND APPROVAL OF MARCH 2025 QUARTERLY TREE RISK AND REPORTING DOCUMENT

Recommendation

Staff recommends the review/approval of the Urban Forestry March Quarterly Tree Risk and Reporting document. This document outlines and prioritizes tree risk that we are currently aware of and working toward eliminating, as well as other tree-related risks and hazards, such as tree grate maintenance and the current tree removal list.

Background

Urban Forestry attempts to manage over 23,000 trees across Bloomington, and recognizes that with limited resources not everything can be accomplished year over year. This document is meant to showcase the priorities the Urban Forestry department is working towards while also recognizing accomplishments. This is the first iteration of this report and future quarterly reports can be influenced by feedback from the Board of Park Commissioners.

RESPECTFULLY SUBMITTED,**Haskell Smith, Urban Forester**



Quarterly Tree Risk Assessment and Reporting Document

March 25th 2025

This document sets forth the estimated tree work to be completed throughout the year, and reports on the completed work throughout the current quarter. All listed tree work is subject to change in priority due to arrival of new circumstances, information or unforeseen events and will be addressed as resources allow.



2024 report at a glance:

Trees Pruned: 939

Trees Removed: 410

Trees Planted: 825

Trees or tree sites inventoried: 1315 in house, 5033 contractually

Total number of trees worked on: 8522 trees/tree sites or 37% of the inventoried Urban Forest

155 UReport addressed

4,155 emails ~ one every 25 minutes

Phone call/voicemail average: ~1600, A call every 2 hours.

2025 estimated outlook at a glance:

At the time of creating this report we have at 22,571 trees in city inventory, and an approved budget of ~566K (4.7% of total parks budget)

Trees planned to be pruned: 1250 - 2050

Estimated trees to be removed: 300 – 450

Trees planned to be planted: 680 to 900

Estimated trees to be Inspected/inventoried: 1500 – 2200

Estimated total trees to be worked on: 3730 – 5600 tree/sites or 16.5 to 24.8% of the inventoried Urban Forest

First Quarter Steps in 2025: Identification and Inspection

Re-inventory of the 343 current Tree Gate systems in Bloomington (1.5% of inventoried Urban Forest)

- Completed 2/14/25

Any tree grate found to have a ½ inch lip, or raise had a “not a pedestrian walkway” sticker mounted to it. Post inspection 36 tree grate sites we found to have some level of issue, ## signs were placed until they could be fixed.

25 Tree Grates for repairs in 2025

Tree Gate issues scheduled to be addressed in 2025						
Address	Street	Side	Site ID	Site Comments	DBH	Tree Gate
114	E 6th ST	Front	26109	Grate lift	2	2 piece 4x4
118	E 7th ST	Front	26320	Grate lift	2	2 piece 4x4

315	E Kirkwood AVE	Front	26752	Grate lift, cut back or remove	7	2 piece 4x4
315	E Kirkwood AVE	Side	26740	Grate lift, cut back or remove	2	2 piece 4x4
315	E Kirkwood AVE	Side	26748	Grate lift, cut back or remove	8	2 piece 4x4
407	E Kirkwood AVE	Front	26709	Slight grate lift, mechanical trunk damage/frost cracking.	3	2 piece 5x5
415	N College AVE	Front	26646	Grate needs cut back, soil needs pulled back from trunk.	7	4 piece old style
415	N College AVE	Side	26611	Grate lifted by roots/Grate needs cut back	6	2 piece 5x5
1250	N College AVE	Front	37961	sunken framework	4	2 piece 5x5
1280	N College AVE	Front	37777	grates need installed, Honeylocust borer	3	2 piece 5x5
2602	N KINSER PK	Front	49884	Grate lifted	10	2 piece 5x5
202	N Walnut ST	Side	26091	Grates need installed	3	2 piece 5x5
205	N Walnut ST	Front	27175	grates need cut back	11	2 piece 4x4
301	N Washington ST	Side	26233	Needs framework and grates	2	No
100	S College AVE	Front	29105	Slight grate lift. Old trunk damage	5	2 piece 4x4
100	S College AVE	Front	29114	Needs grates installed	4	2 piece 5x5
118	S College AVE	Side	29686	Needs framework and grates	2	4 piece new style
111	S Grant ST	Side	26778	Grates need installed	2	2 piece 5x5
113	S Walnut ST	Front	29140	Grate lifted by roots.	13	2 piece 4x4
123	S Walnut ST	Front	29133	Needs grates	0	4 piece new style
113	W 4th ST	Front	29747	Grate needs cut back.	9	2 piece 4x4
219	W 4th ST	Front	29757	Needs framework and grates	2	4 piece new style

219	W 4th ST	Front	29759	Needs framework and grates installed	2	4 piece new style
219	W 4th ST	Front	29760	Needs framework and grates	2	4 piece new style
219	W 4th ST	Side	29746	Grates need installed spring 2024	2.5	2 piece 5x5

Installation of 7 new tree grates (\$21,000 of product, or ~3.7% of annual budget) 2 in stock, 5 ordered.

Locations Identified by inventory as follows:

Address	Street	Side	Site ID
118	E 3rd ST	Front	27534
126	E 6th ST	Front	49588
315	E Kirkwood AVE	Side	26740
301	N Washington ST	Side	26233
118	S College AVE	Side	29686
122	S College AVE	Side	29679
123	S Walnut ST	Front	29133

Risk by category and count: 19227/22571. There is a discrepancy in number because not all trees have a current risk rating.

Extreme	High	Moderate	Low
0	38 (0.2%)	804 (4.1%)	18376 (95.7%)

Questions for the Board:

1. Is there anything in the report you would like to have more detail on in future reports?
2. Are there other number or statistics that may be pertinent information I have omitted that you would like to see?
3. Thoughts, comments, Concerns?

47 High Risk Tree inspections, determined by inventory followed by appropriate actions:

417	E 1st ST	Front	25519	unknown tree (unknown tree)	12	Dead	Dead and dying branches	Removed
817	E 2nd ST	Front	25656	Tuliptree (Liriodendron tulipifera)	34	Fair	Broken and/or hanging branches	Prune
201	E 4th ST	Front	26803	Maple, Red (Acer rubrum)	12	Poor	Broken and/or hanging branches	Removed
502	E 4th ST	Front	27520	Sweetgum, American (Liquidambar styraciflua)	14	Fair	Broken and/or hanging branches	Prune/Deadwood
280	E 6th ST	Front	26032	Honeylocust, Thornless (Gleditsia triacanthos inermis)	18	Fair	Broken and/or hanging branches	Prune
2601	E 7th ST	Side	30713	goldenraintree (Koeleruteria paniculata)	8	Fair	Broken and/or hanging branches	Removed
1103	E Atwater AVE	Side	25604	Tuliptree (Liriodendron tulipifera)	34	Fair	Weakly attached branches and codominant stems	Prune
1103	E Atwater AVE	Side	25670	Tuliptree (Liriodendron tulipifera)	29	Fair	Broken and/or hanging branches	Prune
3112	E Braeside DR	Side	31219	Oak, Pin (Quercus palustris)	36	Fair	Dead and dying branches	Prune
1001	E Kirkwood AVE	Side	25934	Maple, Red (Acer rubrum)	12	Poor	Decay or cavity (large trunk wound)	Remove

1001	E Kirkwood AVE	Side	25982	Maple, Red (Acer rubrum)	13	Poor	Cracks	Remove
503	E Smith AVE	Side	27820	Maple, Sugar (Acer saccharum)	25	Poor	Broken and/or hanging branches	Removed
418	N College AVE	Front	26594	sycamore, American (Platanus occidentalis)	25	Fair	Broken and/or hanging branches	Pruned
1215	N Dunn ST	Side	25301	Maple, Sugar (Acer saccharum)	32	Poor	Decay or cavity (large trunk wound)	Remove
1201	N Fess AVE	Front	25733	Hackberry, Common (Celtis occidentalis)	43	Poor	Decay or cavity (large trunk wound)	Removed
214	N Indiana AVE	Side	26105	Maple, Sugar (Acer saccharum)	28	Poor	Decay or cavity (large trunk wound)	Remove
417	N Indiana AVE	Front	24980	Maple, Sugar (Acer saccharum)	25	Poor	Decay or cavity (large trunk wound)	Remove
205	N Walnut ST	Front	27163	linden, American (Tilia americana)	16	Poor	Dead and dying branches	Remove
2301	S Burberry LN	Side	43912	Maple, Sugar (Acer saccharum)	28	Poor	Decay or cavity (large trunk wound)	Not a City Tree
3425	S Burks CT	Rear	48100	Hackberry, Common (Celtis occidentalis)	48	Poor	Decay or cavity (large trunk wound)	Removed
310	S College AVE	Side	31301	locust, black (Robinia pseudoacacia)	29	Poor	Broken and/or hanging branches	Prune
522	S Eastside DR	Side	27053	Maple, Sugar (Acer saccharum)	22	Fair	Tree architecture (lean, bows, taper, live crown ratio)	Prune

306	S Fairview ST	Front	30324	Maple, Sugar (Acer saccharum)	22	Fair	Broken and/or hanging branches	Prune
624	S Fess AVE	Side	25518	Maple, Sugar (Acer saccharum)	22	Poor	Dead and dying branches	Remove
1001	S Henderson ST	Front	29629	Maple, Sugar (Acer saccharum)	39	Fair	Dead and dying branches	Prune
111	S Lincoln ST	Front	26704	oak, Shumard (Quercus shumardii)	22	Fair	Broken and/or hanging branches	Prune
812	S Lincoln ST	Front	30060	maple, silver (Acer saccharinum)	50	Poor	Tree architecture (lean, bows, taper, live crown ratio)	Remove
1017	S Madison ST	Front	39891	maple, silver (Acer saccharinum)	68	Poor	Decay or cavity (large trunk wound)	Prune
1305	S Park AVE	Front	44484	maple, silver (Acer saccharinum)	14	Fair	Broken and/or hanging branches	Prune
332	S Rogers ST	Front	30365	maple, silver (Acer saccharinum)	31	Fair	Broken and/or hanging branches	Prune
501	S Rogers ST	Side	31612	Maple, Sugar (Acer saccharum)	20	Poor	Broken and/or hanging branches	Prune
1314	S Stull AVE	Front	44354	maple, silver (Acer saccharinum)	56	Poor	Dead and dying branches	Remove
417	S Swain AVE	Front	27050	Tuliptree (Liriodendron tulipifera)	22	Fair	Broken and/or hanging branches	Prune
351	S Washington ST	Front	27491	maple, silver (Acer saccharinum)	29	Fair	Broken and/or hanging branches	Prune
623	S Washington ST	Front	28769	Zelkova, Japanese (Zelkova serrata)	20	Poor	Cracks	Remove

900	S Washington ST	Front	30086	Maple, Sugar (Acer saccharum)	25	Poor	Dead and dying branches	Prune
101	S Williamsburg DR	Side	31160	ash, green (Fraxinus pennsylvanica)	15	Poor	Cracks	Remove
101	S Williamsburg DR	Side	31181	ash, green (Fraxinus pennsylvanica)	16	Poor	Cracks	Remove
921	S Woodlawn AVE	Front	29644	Tuliptree (Liriodendron tulipifera)	40	Poor	Decay or cavity (large trunk wound)	Remove
1020	S Woodlawn AVE	Front	29547	Redcedar, Eastern (Juniperus virginiana)	16	Poor	Decay or cavity (large trunk wound)	Remove
521	W 6th ST	Front	28669	Maple, Sugar (Acer saccharum)	39	Poor	Decay or cavity (large trunk wound)	Remove
1115	W 6th ST	Front	38593	Maple, Sugar (Acer saccharum)	22	Poor	Decay or cavity (large trunk wound)	Removed
812	W 9th ST	Front	38228	Maple, Red (Acer rubrum)	37	Poor	Decay or cavity (large trunk wound)	Remove
101	W 17th ST	Side	34087	Oak, Shingle (Quercus imbricaria)	11	Poor	Decay or cavity (large trunk wound)	Remove
715	W Dixie ST	Front	38753	sycamore, American (Platanus occidentalis)	40	Poor	Broken and/or hanging branches	Prune
1209	W Green Tree LN	Rear	47736	Elm, American (Ulmus americana)	20	Fair	Broken and/or hanging branches	Prune

1400	W RCA Park DR	Front	49942	Hackberry, Common (<i>Celtis occidentalis</i>)	66	Poor	Decay or cavity (large trunk wound)	Remove
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Current Tree Removal List 1/16/25

Address	Street	Side	Site ID	Species	DBH	Condition	Issue
4409	E Bridgestone DR	Front	34969	Maple, Norway (Acer platanoides)	10	Poor	Dead/dying
3301	E Olcott BLVD	Side	34993	Elm, Hybrid (Ulmus x)	6	Poor	Dutch Elm Disease - Dead/dying
3301	E Olcott BLVD	Side	34997	Elm, Hybrid (Ulmus x)	6	Poor	Dutch Elm Disease - Dead/dying
441	S Dunn ST	Front	25542	Maple, Sugar (Acer saccharum)	26	Fair	Storm Damaged
3008	S Forrester ST	Front	34640	Elm, Hybrid (Ulmus x)	6	Poor	Dutch Elm Disease - Dead/dying
3008	S Forrester ST	Front	34649	Elm, Hybrid (Ulmus x)	5	Poor	Dutch Elm Disease - Dead/dying
1300	S Hearthstone CT	Side	34973	Maple, Red (Acer rubrum)	12	Poor	Dead/dying
1301	S Hearthstone CT	Side	34982	Maple, Red (Acer rubrum)	10	Fair	Dead/dying
3831	S Laurel CT	Front	43510	cherry/plum, spp. (Prunus spp.)	3	Good	Black Knot
3831	S Laurel CT	Side	43288	Maple, Sugar (Acer saccharum)	11	Fair	Dead/dying
3874	S Laurel CT	Front	43565	cherry/plum, spp. (Prunus spp.)	3	Fair	Black Knot
233	S Pete Ellis DR	Side	51364	Linden, Littleleaf (Tilia cordata)	16	Poor	Storm Damaged
729	S Washington ST	Side	29010	ash, white (Fraxinus americana)	36	Fair	Dead/dying

1115	W 6th ST	Front	38593	Maple, Sugar (Acer saccharum)	22	Poor	Dead/dying
513	W Graham DR	Front	46153	walnut, black (Juglans nigra)	27	Fair	Storm Damaged
1404	W Woodhill DR	Side	37672	pear, callery (Pyrus calleryana)	14	Poor	Storm Damaged
1494	W Woodhill DR	Front	37660	Elm, Hybrid (Ulmus x)	8	Good	Storm Damaged

C13 Agenda itemAdmin. Approval: TS
Date: 3/19/25

TO: Board of Park Commissioners
FROM: Leslie Brinson, Recreation Services General Manager
DATE: March 25, 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

Policy 9060 Fee Waiver and Scholarship Guidelines is being eliminated. The information in this policy has been included in the Fee Waiver policy as well as the scholarship criteria policy.

These policies have been updated and/or created:

- **2030 Program Facility Report Forms**- changes have been made to the accident and incident information to reflect a new form and outline the process for employee and vehicle accidents. The process for reporting maintenance reports has also been updated to include City Works.
- **Policy 6100 Concussion Policy**- This is a new policy that requested through the Risk Management Department. The policy outlines the guidelines for youth sport coaches trainings and also outlines the guidelines and training required for all staff.
- **Policy 9050 Scholarship Criteria**- Added the information that was included in policy 9060 so that there is one policy with all information.
- **Policy 13040 Rentals and Permits**- Updates were made to reflect the approval process for selling alcohol on parks properties. Alcohol sold at Switchyard Park will be approved by the General Manager at Switchyard Park while those using another park will be approved by the Park Board.
- **Policy 13110 Land Acquisition Policy**- Increased detail concerning land acquisition and land development. Information outlining the staff responsibilities as well as steps to take for contracts and construction work.

RESPECTFULLY SUBMITTED,



Leslie Brinson, Recreation Services General Manager



Administration Policies

Program, Facility Report Forms: 2030

Date: January 27, 2015

Updated: March, 2025

POLICY RE: Program, Facility Report Forms

The following report forms shall be available to all field staff and program staff in face to face leadership roles. All forms are to be filled out completely by staff, and processed by employee supervisors. Completion of the program/citizen report forms are intended to inform administrative staff.

Accident Report

#6080

~~This form shall be completed for any accidents or injuries sustained in Parks and Recreation activities. This report shall be submitted to the Director of Operations and Development within 24 hours of the accident.~~ **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.**

Incident Report

#6080

~~This form shall be completed for any incidents, vandalism, unusual occurrences, damage, or theft, altercation and other behavior policy violations, "near miss" incidents, or many other issue that requires notification to supervisory staff. to City property or where other forms are inappropriate. The report is to be routed and submitted to the Administrator within 24 hours of the incident.~~

Citizen Report

#12030

Where a client or general member of the public wishes to suggest, commend, or complain, staff shall offer them the opportunity to complete, or offer to complete for them, a citizen report. This report form shall be printed on a singular, bright color and be immediately processed upon receipt by program staff.

Also available for citizen feedback is the electronic uReport system. Citizens can access and provide feedback via the city's web based uReport system at www.bloomington.in.gov/ureport or via their mobile device via www.bloomington.in.gov/mobile

All citizen reports shall be resolved within 24 hours. If the issue cannot be resolved in 24 hours, staff must contact the reporting party within 24 hours to discuss the matter and report on efforts to date.



Administration Policies

Program, Facility Report Forms: 2030

Date: January 27, 2015

Updated: March, 2025

All complete citizen reports are to be routed to the Administrator for review, occasional audit calls and filing.

Maintenance Repair/Work Order Request Form ~~_____~~ #6010

~~This report shall be completed by staff for any park, facility, or equipment that is damaged, dirty, dangerous, or in need of repair. The form is due within 24 hours of observation. This form shall also be used to request routine and/or special work services from maintenance personnel. Allow lead time for completion of special requests. Completed forms are to be submitted to the Superintendent of Operations and copy to the Director of Operations and Development.~~

Cityworks Service Request for Maintenance/ Repair Needs

Staff should submit a Cityworks Service Request for any park, facility, or equipment that is damaged, dirty, dangerous, or in need of repair. The service request should be submitted within 24 hours of observation. The Service Request shall also be used to request routine and/or special work services from maintenance personnel. Allow lead time for completion of special requests. Cityworks Service Requests will automatically be submitted to the Superintendent of Operations and the Operations Coordinator, and may be monitored by the Director of Operations and Development.



Risk Management

Concussion Protocol: 6100

Created: March, 2025

Policy Re: Concussion Protocol

Bloomington Parks and Recreation is committed to the health and well-being of all employees and participants in sport and recreation programming. This policy will provide guidance on how staff shall recognize and manage a concussion incident.

General Guidance:

- Signs and Symptoms may include:
 - Headaches, dizziness, confusion, nausea or vomiting, sensitivity to noise or light, difficulty concentrating
- General Care:
 - Have person stop the activity in which they were participating and rest
 - If a minor, make contact with parent/guardian and turn them over to their care
 - Continue to monitor them as appropriate
 - Watch for changes in condition
 - Call 911 and/or have the person follow up with a healthcare provider on their own

Concussion Training

- Volunteer coaches involved in Parks and Recreation youth sports programs are required to complete concussion recognition and management training.
 1. Coaches involved in youth hockey (Blades Youth, High School Hockey, House Hockey, and any other hockey programs operated by the department) are required to complete and pass the USA Hockey "Concussion Education and Return-to-Play" online course.
 2. Coaches involved in all other youth sports, including but not limited to Bloomington Junior League Baseball, Bloomington Youth Basketball, Monroe County Senior League Baseball Association and Bloomington Football Club, must pass the National Alliance for Youth Sports (NAYS) "Concussion in Sports" online course
- Staff Training
 3. All staff complete and pass the American Red Cross CPR, First Aid, and AED course.
 4. Regular and part-time/temporary Sports Division staff members that oversee the operation of sports leagues must complete the online National

Federation of State High School Associations (NFHS) “Concussion in Sports” training.

Medical Clearance Requirement

- If a player is removed from a sporting event and requires medical attention due to a suspected concussion, written clearance from a medical professional is required before that participant may return to participation in that sport.
 1. If a specific sport association has bylaws specifying additional requirements, those should also be followed
- Following a potential concussion incident, participants in other Parks and Recreation programs (summer camps, etc.) should receive clearance from a parent or guardian, before those participants return to full participation in programming.



CITY OF BLOOMINGTON

Parks and Recreation

Foundation Policies Procedures for Scholarships: 9050

Date: April, 1997

Updated: July 1, 2003

Updated: February 27, 2024, March 27, 2025

POLICY RE: Criteria and Procedures for Scholarships

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.

Scholarship applicants must:

1. Obtain and complete an application form.
2. Provide proof of income or proof from MCCSC or RBBSC Free or Reduced Lunch program for current school year and proof of Monroe County residency.
3. Be willing to pay 15% of the program fee.

Scholarship processes:

1. Scholarship applications will be reviewed and processed by a Customer Relation Representative.
2. The Scholarship Committee will review the scholarships awarded on an ongoing basis.
3. Most scholarship awards are 85% of the program fee.
4. Scholarships are limited to \$500 per child in a calendar year.



CITY OF BLOOMINGTON

Parks and Recreation

Foundation Policies Scholarship Guidelines: 9060

Date: July 1, 2003

Reviewed: October, 2020

Eliminated: March, 2025

POLICY RE: ~~———— Scholarship Guidelines~~

~~Scholarships~~

~~Scholarships are offered and awarded through the Bloomington Community Park 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.~~



CITY OF BLOOMINGTON

Parks and Recreation

Foundation Policies Scholarship Guidelines: 9060

Date: July 1, 2003

Reviewed: October, 2020

Eliminated: March, 2025

Bloomington Community Park and Recreation Foundation Recreation Scholarship Program General Information

The Bloomington Community Park and Recreation Foundation provides scholarships, and a policy to reduce certain fees and charges.

1. Need is the primary criterion upon which scholarship applications are considered. Accepted participants are encouraged to pay at least 25% of the registration fee, however, exceptions may be made based on need.
2. The Bloomington Community Park and Recreation Foundation seeks contributions from individuals, social groups, clubs, businesses, and service organizations, to assist in providing scholarships.
3. The Bloomington Community Park and Recreation Foundation cannot provide scholarships for programs which involve contracted services such as trips or performances, tickets or admissions. In addition, scholarships for special interest programs will be considered only after a class minimum has been met.
4. The Bloomington Community Park and Recreation Foundation reserves the right to limit the amount of scholarships awarded to an individual during the program session, particularly if the demand for scholarships by the community is high.
5. All applicants must be City of Bloomington residents and under 18 years of age.
6. Applications should be accompanied by the following attachments:
 - a. Proof of residency (current utility bill, housing lease, etc.)
 - b. Proof of income (tax return, 1 month of paycheck stubs, housing assistance lease, food stamp coupons, etc.)
7. All information submitted will remain confidential.



CITY OF BLOOMINGTON

Parks and Recreation

Foundation Policies Scholarship Guidelines: 9060

Date: July 1, 2003

Reviewed: October, 2020

Eliminated: March, 2025

Bloomington Parks and Recreation Department

Recreation Scholarship Policies

Eligibility

- City of Bloomington residency required.
- IU students/families are eligible with residency requirement.
- Only those under 18 years of age are eligible.

Guidelines

- Approval of request is based on Scholarship Award Scale.
- Any one family will be awarded no more than \$500 per calendar year.
- Scholarships for special interest programs will be considered only after a class minimum has been met.

Programs that Qualify

- Programs that involve contracted services such as trips or performances, tickets or admissions do not qualify.
- Kid City down payment fees do not qualify.

Acceptance Process

- Residents may submit an application to any Bloomington Parks and Recreation Department facility or employee.



CITY OF BLOOMINGTON

Parks and Recreation

Foundation Policies Scholarship Guidelines: 9060

Date: July 1, 2003

Reviewed: October, 2020

Eliminated: March, 2025

Approval Process

1. All applications should be directed to the Administrative Office to the Office Manager's attention.
2. Applications will be dated and logged.
3. Applications will then be forwarded to the Recreation Division Director for recommendation.
4. Upon review, the applications will be returned to the Office Manager for logging and filing.
5. Acceptance/denial notification will be mailed. CC: to Division Director and the Office Manager. This process will take 2 - 4 weeks.

City of Bloomington Parks and Recreation

Parks and Facilities

Rentals and Permits - 13040

Created: November 2024

Purpose: Selected parks and recreation facilities are available for group or individual use on a reserved or special basis, as time, resources, and space permit, provided that the intended use is consistent with ~~department~~ Bloomington Parks and Recreation Department's objectives, and it is in it's ~~the~~ best interest ~~of the City of Bloomington Parks and Recreation Department.~~

Rentals include: Reservable Sports Facilities, Shelter Houses, Griffy Boat Rentals, Mobile Stage and Indoor Facilities (~~t~~These rentals may also require a special use permit, as defined below).

- A. Rentals require a specific rental agreement. Organizers of that agreement are responsible for following all rules related to the specific location.
- B. Bloomington Parks and Recreation Department personnel may be on-site during rentals.
- C. Bloomington Parks and Recreation Department reserves the right to refuse any rental applications for groups and/or organizations.
- D. All facility rentals are subject to the Bloomington Parks and Recreation Department Behavior Policy — 11080.
- E. Bloomington Parks and Recreation Department may require the use of an approved security officer(s). The cost of the security officer(s) will be assumed by the rental/group.
- F. Rental of free-standing facilities (e.g. the Switchyard Pavilion) includes rental of 10 feet around the building in each direction.
- G. Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, 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 or conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participations in its activities is conditioned. If a person or organization who rents space 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.

Special Use Permit: A special use permit may be required if your outdoor gathering meets any of the criteria listed below. The granting of a permit is not to be construed as an endorsement by the Board of Park Commissioners of the subject matter discussed, the opinions expressed, nor the organization sponsoring the function.

Criteria:

- A. Any outdoor gathering reasonably anticipated to attract an attendance of over one hundred (100) people by any person or organization (unless completing a facility rental agreement, as referred to above).
- B. Requests of exclusive use of locations normally intended for first-come, first-served public activities (such as pickleball courts, skate park, etc.)

- C. Requests for exclusive use of locations not normally accessible by the public.
- D. Advertising or marketing to the public.
- E. Selling and/or distributing food, goods or services to the public.
- F. Charging admission or similar fees to the public.
- G. Use of temporary structures (such as tents, inflatables, porta-lets, etc.).
- H. Use of ~~the~~ one of the Bloomington Parks and Recreation Department performance stages.
- I. Amplified music.
- J. The use of any vehicles on park property other than recognized public parking locations.
- K. Organized walk, run, or parades (may also require a Parade Permit).

Application:

- A. Any group or person requesting a Special Use Permit must first complete an application authorized by the Board of Park Commissioners. Special Use Permit applications may be found on the Bloomington Parks and Recreation Department website and questions regarding Special Use Permits may be addressed by calling the ~~Parks~~ department at 812-349-3700.
- B. Special Use Permit applications will be acted upon on a first come first serve basis. No applications will be accepted earlier than October 1 of the preceding calendar year from the event.
- C. Special Use Permit applications must be submitted to the department no later than eight weeks (56 calendar days) prior to the scheduled event unless otherwise approved by the department.
- D. Except with written permission from ~~department~~the BPRD staff, permits are non-transferable (to another date or party).
- E. Refer to the Special Use Agreement Permit Guide to determine for information regarding the cancellation policy
- F. The department shall have the right, at its discretion, to revoke the permission to use the park or facility in an emergency, in the event of dangerous or inclement weather conditions, due to city needs, or if the time, place, or manner of the activity permitted appears to be detrimental to the city, its residents, or city property.
- G. If user groups ~~the event~~ the group or person wishes to sell or serve alcohol, it must be documented in the appropriate section of the Special Use Permit. a separate permit/application will need to be completed.
 - 1. An alcohol permit fee of \$200 or ten percent of gross, whichever is greater, will be applied to accepted alcohol permits.
 - 2. Requests to sell or serve alcohol at Switchyard Park will be approved by the Recreation Facilities General Manager as part of the normal Special Use Permit process. Requests to sell or serve alcohol at any other park will require the additional step of approval from the ~~Park~~ Board of Park Commissioners.
- G. For events where alcohol is approved, the department ~~BPRD~~ requires event to have professional security on site. All city and state laws regarding alcohol must be observed.

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Approval

- A. An application for the permit shall not become a permit until it has been approved and signed by the department. No approval is given without the submission of an application.
- B. Approval will be granted only where the function can be reasonably accommodated by the park system and such use will not unduly interfere with the rights of the general public and will not present a clear and present danger to the public health and safety of the community.
- C. In cases where an applicant is stating not-for-profit status, a 501(c)(3) form or proof of application for 501(c)(3) status must be provided.
- D. Approval is forfeit without submission of all required permits, documents, and payment of fees at least two weeks (14 days) prior to the event.

Use, Security, Safety

- A. A designated representative of the holder of the special use permit must be present at the event throughout the time of the activity. Any holder of a permit who abuses the privilege of using a facility will be deprived of their use.
- B. It is expressly understood that the ~~City of~~ Bloomington Parks and Recreation Department has no obligation to provide police, fire, sanitation, street, parking attendants, or other services in support of a special use or event on its properties.
- C. Users ~~may be required~~ to sign liability waivers, releases, and/or indemnification agreements as a condition of permit approval, and provide proof of insurance.
- D. Betting or gambling in any form, abusive, profane, or indecent language, violation of any City, County, State, or Federal Law, or conduct that may interfere with an individual or group's rights to use the park is prohibited.
- E. Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, 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 or conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participations in its activities is conditioned. If a person or organization who rents space 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.

~~F. All improvements to the premises must have prior written approval of the department. These improvements shall become the property of the department.~~

~~G. An alcohol permit fee of \$200 or ten percent of gross, whichever is greater, will be applied to accepted alcohol permits.~~

Commented [AP1]: We can discuss this later but I am curious about the criteria for requiring these.

Additional Permits (may also be required):

Noise Permit - If the event on Park Property includes amplified sound or music.

People's Park Permit - Events to be held at People's Park that would not reach the 100 person limit.

Hourly Class Permit - Instructors of classes, or personal trainers who charge clients a fee for their activities on park property.

Scientific Study Permit- Research or studies (ex: species inventories) that take place on park property must get prior approval from the Natural Resources Manager. Any summary results or findings must be shared with park staff. All research materials (i.e. traps, nets, cages etc.) must be approved prior to installation.

Filming Permit - Required if the filming, videotaping, sound recording, or still photography:

- Involves photographs for the purpose of commercial advertising
- Could result in damage to park resources
- Could result in significant disruption of normal visitor use
- Requires access to areas normally closed to the visiting public



CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities Open Space & Acquiring Property: 13110

Date: May 25, 2004

Updated: November 17, 2020, February, 2025

POLICY RE: Open Space definitions and Policy for Acquiring Property

The City of Bloomington Parks and Recreation Department is charged with acquiring, preserving and protecting appropriate open space and green space for the enjoyment and use of the ~~citizens~~ residents of Bloomington. This task requires staff to define and analyze potential land opportunities for recommendation to the Board of Parks Commissioners and City Council for potential acquisition.

Typically, open space is defined as, and provides, passive and active recreational opportunities as well as natural area preservation.

~~City of Bloomington~~ Municipal Zoning Code-Title 20.05.09.06 Designation of Permanent Open Space defines open space as “parks, playgrounds, landscaped green space and natural areas, not including schools, community centers or other similar areas in public ownership. Where a single-family residential development incorporates individual lots, the yards of such lots may constitute open space.”

Commented [AP1]: Do you mean 20.07.010? The definition there is different.

The main difference between open space and greenspace is greenspace generally provides only passive recreational opportunities and is centered on preserving areas in their unaltered, natural state.

Commented [AP2]: Do we have a definition for this?

Criteria for Evaluating Potential Land Acquisition

At times, the Department may have the opportunity to acquire additional lands to serve the residents of Bloomington. The following criteria should be considered before acquiring any land:

- Location - relevant to under-served areas of the community and in relation to existing parks, open space and greenspace. Linkages, proximity to existing parks, schools and other public facilities. In an area identified as under-served. Equitable service delivery. Existing adjacent land uses (are they compatible?).
- Size - sufficient acreage in relation to a “stand alone” site or contiguous to existing City of Bloomington ~~owned~~ parks, open space or greenspace. Land necessary for maintaining or enhancing the integrity of existing park lands.
- Cost - price of property in relation to market value and availability of funds to acquire. Landowner willingness to reduce cost below appraised value. Probability of property increasing in value if not acquired. Condemnation costs and implications. Feasibility of

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CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities Open Space & Acquiring Property: 13110

Date: May 25, 2004

Updated: November 17, 2020, February, 2025

grant funds to assist with acquisition. [Are there ongoing funds available to take care of the property, if acquired?](#)

- **Maintenance** - cost of developing and maintaining the property, long term operational considerations.

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- **Purpose of use** - function in terms of active, passive or preservation intentions, facilitate the provision of recreational opportunities not otherwise available in the service delivery area. Determination of public benefit; political support. [Does the acquisition help the department meet its master plan goals?](#)

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- **Natural features/Resource protection** - uniqueness of site in relation to flora, fauna or other natural features. Parcels that provide buffering or protection of existing properties. Exemplary or significant natural features or natural communities. Rare, endangered species protection, habitat protection. Level of environmental degradation (i.e. brownfields).

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- **General Suitability** - safety, covenants and restrictions, utility service, infrastructure, access (road, walk, public transportation), drainage/flooding, topography, visibility. Scenic, aesthetic, provide a “sense of place”

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- **Threats, Existing Planning and Zoning for Area** - opportunities lost, threat of development, long range growth planning (GPP). Potential for the property to be developed or changed in land use.

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- **Historic/Archeological/Cultural Resources** (i.e. limestone history park) – community resources – sites of significant importance to the community - when management and /or “community character” may be enhanced by public ownership.

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- **Protection from encroachment** - [See policy 13170 for encroachment details](#)

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- [If property is acceptable and beneficial based on the above criteria, staff may make a recommendation to the Board of Park Commissioners to acquire and/or accept the land into the parks system inventory. The Board of Park Commissioners is ultimately responsible for the acquisition, development, and maintenance of city park lands and has final authority as laid out in Indiana State Code 36-10-5-2](#)

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CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities

Open Space & Acquiring Property: 13110

Date: May 25, 2004

Updated: November 17, 2020, February, 2025

See policy 13170 for encroachment details

Land Development

Existing or new park land shall be developed to meet the Department's overall five-year master plan goals. When developing park land or making major renovations or changes that change the use of a park space, the Department shall engage in efforts that involve rigorous community input. A site-specific master plan for major developments shall be presented to and approved by the Board of Park Commissioners. Examples of public engagement prior to land development or redevelopment include:

- Direct outreach to the nearby neighborhoods; and
- At least one, but preferably more, public meetings to announce potential changes and receive feedback; and
- Press releases, social media postings, online surveys, and similar efforts designed to notify the public of meetings and opportunities to provide their feedback on proposed changes.

Staff (typically a Division Director) shall be responsible for executing the land improvements through internal staff-led projects and various contracts, which must also be approved by the Board.

Contracts for construction and the development of park properties shall follow the requirements laid out for Public Works projects in ~~Chapter 12 of~~ Indiana State Code 36-1-12, which include but are not limited to:

- A competitive bidding process that includes multiple notifications; and
- Board approval of any final contracts;
- Projects over \$100,000 must be approved by a licensed architect or engineer; and
- Contractors and subcontractors must be pre-qualified for projects over \$150,000; and
- Contractors must provide a performance bond equal to the contract price

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CITY OF BLOOMINGTON
Parks and Recreation

Parks & Facilities
Open Space & Acquiring Property: 13110

Date: May 25, 2004

Updated: November 17, 2020, February, 2025

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STAFF REPORT

C14 Agenda item

Admin. Approval: TS
Date: 03/19/2025

TO: Board of Park Commissioners
FROM: Amy Leyenbeck, Operations Coordinator
DATE: March 25, 2025
SUBJECT: Approval for Cemetery Policies and Procedures

Recommendation

Staff recommends the review and approval of the Cemetery Policies and Procedures document.

Background

As I learned more about how the cemeteries operate, it became apparent to that other than guidelines about grave decorations, we did not have robust policies in place regarding the general operations of the cemeteries. In Indiana, the state law defers many decisions to the local cemeteries to establish their own rules and regulations, so it is important that we have formal policies adopted to direct our operations.

This new policy, “#13260 – Cemetery Policies and Procedures” replaces and eliminates the preexisting policy, “#13200 – Cemetery Decorations.”

RESPECTFULLY SUBMITTED,



Amy Leyenbeck, Operations Coordinator



Parks and Facilities

Cemetery Procedures and Guidelines- 13260

Created: March, 2025

Cemetery regulations are adopted by the City of Bloomington's Board of Park Commissioners for the mutual protection of every owner or owners of burial spaces in the Bloomington cemeteries, and for all persons who have an interest in the operations of these cemeteries.

Locations:

Rose Hill Cemetery: 1100 W. Fourth St.

White Oak Cemetery: 1200 W. Seventh St.

The operation and use of the cemeteries shall be subject to all applicable laws, orders and regulations of federal, state, county and municipal authorities, ~~and also, subject to the direction of the public office or officers, pursuant to law, who shall impose any regulation, order or duty upon the use and operation of the cemeteries.~~

Commented [AP1]: Not sure what this is trying to convey.

General Supervision:

A. Under Bloomington Municipal Code ("BMC") 2.20.140(1), ~~The Board of Park Commissioners establishes the rules and regulations for administering cemetery services and the fees for any service available at the cemeteries.~~ has exclusive jurisdiction and control of all the property, real and personal, constituting the assets of both Bloomington City Cemeteries, and shall control all expenditures and revenue made on account thereof, set pricing for burial services and plot purchases, and cause such needed repairs and improvements to be made as it may deem necessary.

B. ~~The Board of Park Commissioners~~ Bloomington Department of Parks and Recreation ("BDPR") is charged with the duty of enforcing the ~~rules and~~ provisions of the ~~Municipal Code of the City of Bloomington~~ BMC pertaining to the operations of both ~~City Cemeteries,~~ and shall make and the BDPR shall enforce such rules and regulations consistent with the ~~Municipal Code~~ BMC and the laws of the State of Indiana as may be necessary for the care and management of both ~~c~~ Cemeteries.

C. Supervision over cemetery activities is split by function between the following staff or their delegates: the Operations Coordinator oversees the administration of the cemeteries, the Urban

Greenspace Manager is responsible for landscaping duties in both cemeteries, and the Operations Superintendent supervises employees responsible for opening and closing gravesites.

General Care:

The general care of the cemeteries means any and all things requisite or necessary for the general upkeep, care and maintenance of the cemetery grounds and improvements. The general care will be the responsibility of the ~~City of Bloomington Parks and Recreation Department~~BPRD.

The ~~City of Bloomington Parks and Recreation Department~~BPRD is not responsible for the maintenance, repair, or replacement of any memorial, monument, marker, tomb or Mausoleum within the confines of the cemetery. It is required that each burial space owner ~~shall~~ keep in good repair all stone or monumental work placed upon his or her burial space.

The ~~City of Bloomington Parks and Recreation~~BPRD~~Department~~ will assume the responsibility of filling and seeding the burial space.

For more specific guidelines, procedures and regulations, the ~~Parks and Recreation Department~~BPRD shall maintain a Cemetery Policies and Procedures document. This document is available on the ~~City of Bloomington Parks and Recreation~~BPRD website.

The Cemetery Policies and Procedures document houses information on the following items:

- Definitions of relatable terms
- Sales of Burial Spaces/ Legal Descent of Burial Spaces
- Interments, Inurnments, and Disinterments
- Markers and Monuments
- Mausoleums
- Burial Space Decorations
- General Cemetery Rules
- Protection Against Loss
- Exceptions and Amendments



CITY OF BLOOMINGTON

Parks and Recreation

Parks & Facilities Cemetery Decoration: 13200

Date: May 22, 2018

Eliminated: March, 2025

POLICY RE: ~~Cemetery Decorations~~

The guidelines are as follows:

- ~~• Artificial and fresh cut flowers and wreaths are permitted at all times in the cemetery. They must be firmly attached to the monuments or markers (e.g. in permanent chalices or grave saddles). No decorations may be placed on or anchored to the ground.~~
 - ~~• NOT PERMITTED: Shepherd's hooks and glassware (e.g. vases, jars, candleholders, figurines) are not permitted at any time. No decorations may be placed on or anchored to the ground. All items must be placed securely on the monument so as not to present a hazard to cemetery workers or visitors.~~
 - ~~• Flags and flag holders will be permitted to remain on graves only so long as they do not become unsightly or present an obstacle to grounds maintenance. Flags placed in the cemetery on Memorial Day may be removed four weeks after the holiday.~~
 - ~~• Spring and Fall cleanups will be conducted throughout March and October of each year, and all floral arrangements and broken or damaged items will be cleared from graves. In order for a family to save any decorations placed on a grave, the decorations should be removed prior to March 1 and October 1. Plot owners can contact the cemetery office to find out when the cleanup has been completed, and new decorations may be placed.~~
 - ~~• The cemetery may remove, without notice or consent, any planting, decoration or other object placed on or about any interment space which the cemetery determines to be improper, unsightly or dangerous to persons or equipment. The cemetery assumes no liability for damage, removal or storage. Cemetery staff and the City of Bloomington are not responsible for grave decorations which are stolen, vandalized, or damaged.~~
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STAFF REPORT

D1 Agenda item

Admin. Approval: TS
Date: 3/20/25

TO: Board of Park Commissioners
FROM: Leslie Brinson, General Manager Recreation Services
DATE: March 25, 2025
SUBJECT: Recreation Services Annual Event Report

Recommendation

For information only.

Background

This report is intended for information only and to highlight the many events and activities hosted this year by the Community Events Staff. The presentation highlights community favorites such as the Farmers' Market, Community Gardens, Performing Arts Series, Fourth of July Parade, Touch a Truck and many more!

The Community Events Area is comprised of five dedicated staff with years of experience and commitment to the community. Thank you to Bill Ream, Crystal Ritter, Clarence Boone, Sarah Mullin and Tara Brooke.

RESPECTFULLY SUBMITTED,



Leslie Brinson, General Manager Recreation Services

STAFF REPORT

D2 Agenda item

Admin. Approval: TS
Date: 3/20/25

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: March 25, 2025
SUBJECT: 2024 Annual Report Draft for Review

Recommendation

No board action is requested at this time.

Background

Staff is providing a draft of the 2024 Annual Report for review. Feedback regarding additions or changes to the Annual Report is requested by 5 p.m. Friday, April 11 so the report can be finalized and formally presented to the Board at their April 2025 meeting. The Department each year produces an Annual Report that includes unaudited financial data, participation numbers, program area highlights, and special project updates. The Annual Report, when finalized, is made available for public consumption both online and in print (upon request).

RESPECTFULLY SUBMITTED,



Julie Ramey, Community Relations Manager