

Board of Public Works Meeting

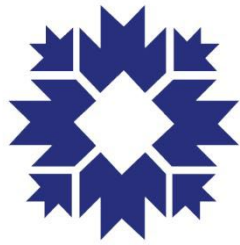
March 11, 2025



The City will offer virtual options, including CATS public access television (live and tape-delayed) and

Public comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact April Rosenberger at april.rosenberger@bloomington.in.gov and provide your name, contact information, and a link to or description of the document or web page you are having problems with.



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event:	Mobile Vendor in Right of Way
PW Resolution No:	2025-011
Petitioner/Representative:	Hilal Abadi, Owner of Flam'N Grill - Truck #1
Staff Representative:	Susan Coates
Meeting Date:	03/11/2025

Flam'N Grill - Truck #1, by its owner, Hilal Abadi, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen, food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Flam'N Grill - Truck #1
License Type	Mobile Vendor License
Contact	Hilal Abadi
Phone	347-612-7082
Email	fireburgers1@gmail.com
BPW Resolution No (if applicable)	2025-011
Issue Date of License	3/12/2025
Expiration Date of License	3/12/2026
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	3/12/2026
Department Head	Jane Kupersmith
Record Destruction Date	3/12/2029
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses

RESOLUTION 2025-011
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
Flam'N Grill - Truck #1

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington (“City”);

WHEREAS, Flam'N Grill - Truck #1 (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health Department;

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090;

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen, food truck or trailer; and

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking and sidewalks is provided by the Board of Public Works via resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS THAT:

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, food truck or trailer for 1 year beginning 3/12/2025, and ending on 3/12/2026.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS THE 11th DAY OF MARCH, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-011 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Hilal Abadi

Date: _____

RESOLUTION 2025-011

FLAM'n' Grill.

TRL #1

Res. 2025-011.



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St. Suite 150
Bloomington, Indiana 47404
812-349-3418

1. License Length and Fee Application

Length of
License: 1 Year - \$350

pd via credit
card 2/11/25

2. Applicant Information

Name:	Hilal Abadi		
Title/Position:	Owner		
Date of Birth:	4/15/1993		
Address:	2597 S Delila Star Dr		
City, State, Zip:	Bloomington, IN 47403		
E-Mail Address:	fireburgers1@gmail.com		
Phone Number:		Mobile Phone:	347-612-7082

3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.			
Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

4. Company Information

Name of Employer:	Flam'n Grill Inc				
Address of Employer:	2597 S Delila Star Dr				
City, State, Zip:	Bloomington, IN 47403				
Employment Start Date:	1/10/25	End Date (If known):			
Phone Number:	347-612-7082				
Website / Email:					
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address
Hilal Abadi	2597 S. Delila Star Dr, Bloomington, IN 47403

6. Company Incorporation Information (For Corporations and LLCs Only)

Date of incorporation or organization:	1/9/2025
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

7. Description of product or service to be sold and any equipment to be used

Planned hours of operation:	8am to 10pm	
Place or places where you will conduct business (If private property, attach written permission from property owner):	S Indiana Ave and e 4th St (meter parking)	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	<p>See attached</p> <p>Please Attach</p>	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> No
(If Yes) Provide details		

FLAMIN
Grill

RES2025-011
TR #1
3/11/25
BFW

8. You are required to secure, attach, and submit the following:

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of <u>all vehicles</u> to be used in the business (form included with app)
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none">• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business (included with application)
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input type="checkbox"/>	A signed copy of the Prohibited Location Agreement (included with application)
<input type="checkbox"/>	A signed copy of the Standards of Conduct Agreement (included with application)
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler License.

Rec'd truck
only.

Will receive
in March
2025

For City Of Bloomington Use Only

Received in ESD	Received By: <i>Dr. [Signature]</i>	Date Approved:	Approved By:
FEB 12 2025			



State Form 48099 (R57-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
		12/19/24	12/18/24	28 - GREENE	N	25	TR585MSA	GP	9		N		
EXPIRATION DATE		MUNICIPALITY		VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER						
02/07/26		NONE OF THE ABOVE		25	MC		3M9BF182ZSM054089						
CURRENT	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE						
YEAR TAX	8.00	0.00	0.00	8.00	10.00	0.00	25.35						
PRIOR	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE						
YEAR TAX	1.33	0.00	0.00	1.33	1.67	0.00	0.00						
TOTAL													
43.35													
TOTAL													
3.00													

REGISTRATION LICENSE TYPE

GENERAL TRAILER NEW FORMAT 9.000

Legal Address

5557 N STATE ROAD 67
WORTHINGTON IN 47471-6406



HILAL SALEH SAEED ABADI



2597 S DELILA STAR DR
BLOOMINGTON IN 47403-3281

0101

784:17:47



State Form 48099 (R57-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
14	17	12/31/24	12/28/24	28 - GREENE	N	25	DIA346	SP	11		N		
EXPIRATION DATE		MUNICIPALITY		VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER						
02/07/26		NONE OF THE ABOVE		07	TOY	TUN	5TBEV58167S456022						
CURRENT	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE						
YEAR TAX	36.00	0.00	0.00	36.00	25.00	0.00	45.35						
PRIOR	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE						
YEAR TAX	6.00	0.00	0.00	6.00	4.17	0.00	0.00						
TOTAL													
106.35													
TOTAL													
10.17													

REGISTRATION LICENSE TYPE

IN GOD WE TRUST NEW FORMAT HIGH DIGIT TRUCK 11.000

Legal Address

5557 N STATE ROAD 67
WORTHINGTON IN 47471-6406



HILAL SALEH SAEED ABADI



2597 S DELILA STAR DR
BLOOMINGTON IN 47403-3281

0101

839:28:68



my Driver Records

Welcome, HILAL SALEH SAEED ABADI!

**** NOTE:** The BMV only retains supporting documentation for a period of ten (10) years **

License type: DRIVERS

License status: VALID

SR22: Not needed

As of 01/09/2025 6:07 pm
IINT

Current points: 0 [Includes DSP point credit]

Endorsements: None

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)**-- (** indicates closed/expired active suspensions stayed)**

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
05/15/2023	2[*]	SPEEDING 59/45	04/28/2023	KNOX SUPERIOR #2 / 42D0223051F001536			No	No
09/14/2023	2[*]	SPEEDING 70/60	08/22/2022	KNOX SUPERIOR #2 / 42D0222091F002091			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	12/07/2023	2597 S DELILA STAR DR	BLOOMINGTON	IN	47403-3281
4	12/12/2022	5557 N STATE ROAD 67	WORTHINGTON	IN	47471-6406
3	02/09/2022	5557 N STATE ROAD 67	WORTHINGTON	IN	47471-6406
1	07/02/2021	103 CANAL ST APT A	WORTHINGTON	IN	47471

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
5	12/07/2023	5557 N STATE ROAD 67	WORTHINGTON	IN	47471-6406
4	12/12/2022	5557 N STATE ROAD 67	WORTHINGTON	IN	47471-6406
2	02/09/2022	103 CANAL ST APT A	WORTHINGTON	IN	47471-1407

INSPECTOR'S NAME

Sam Shohatee

Winslow RD Marathon

2601 S Walnut St, Bloomington, IN 47401

812-325-8055

2007 TOYOTA
Tundra

PASS FAIL COMMENTS

LIGHTS Pass

(Front & Rear)

FLASHERS Pass

REFLECTORS Pass

HORN Pass

WINDSHIELD WIPERS Pass

MIRRORS Pass

SEATBELTS Pass

BUMPER HEIGHT Pass

ALL WINDOWS Pass

MUFFLER Pass

TIRES Pass

BRAKES Pass

DOORS Pass

GENERAL CONDITION Pass
OF VEHICLE

Attach this completed Inspection Sheet with your permit or renewal application and remit to:

City of Bloomington

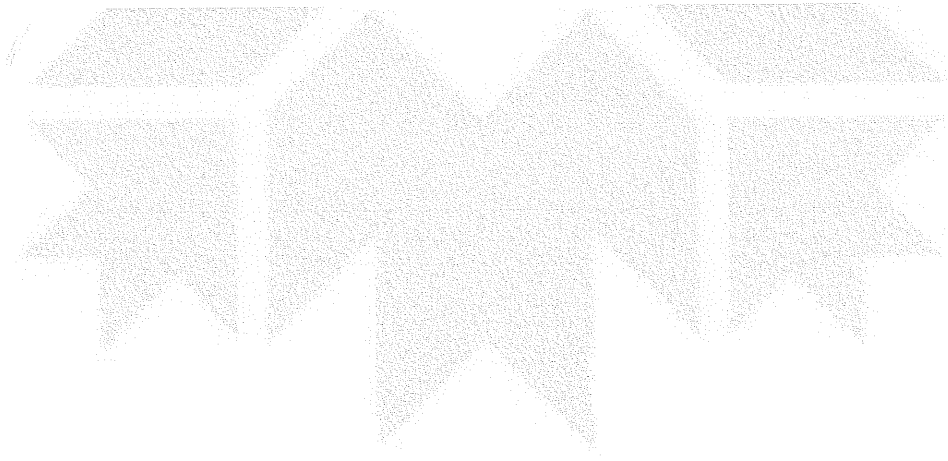
Department of Economic and Sustainable Development

401 N. Morton St.

Bloomington, Indiana 47404

812-349-3419

Additional Comments by Inspector:



Signature

Inspector

Sam Shohatee

Date:

2-7-2025

Attach this completed Inspection Sheet with your permit or renewal application and remit to:

City of Bloomington

Department of Economic and Sustainable Development

401 N. Morton St.

Bloomington, Indiana 47404

812-349-3419

Chapter 4.28, Mobile Vendors

Sections:

4.28.010 Definitions

4.28.020 Operations generally.

4.28.030 Business License—Required.

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Winslow RD Marathon

INSPECTOR'S NAME Sam Shawhaty INSPECTOR'S PHONE # 812-325-8055

DATE OF INSPECTION 02/13/2025

NAME OF FOOD TRUCK FLAMIN Grill

VEHICLE YEAR 2025 MAKE Mc GUBER MODEL Concession food TRAI

VIN 3m9BF18ZZSM054089

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<u>✓</u>	<u> </u>	<u> </u>
FLASHERS	<u>✓</u>	<u> </u>	<u> </u>
REFLECTORS	<u>✓</u>	<u> </u>	<u> </u>
HORN	<u>NA</u>	<u> </u>	<u>Not applicable</u>
WINDSHIELD WIPERS	<u>NA</u>	<u> </u>	<u> </u>
MIRRORS	<u>NA</u>	<u> </u>	<u> </u>
SEATBELTS	<u>NA</u>	<u> </u>	<u> </u>
BUMPER HEIGHT	<u>✓</u>	<u> </u>	<u> </u>
ALL WINDOWS	<u>✓</u>	<u> </u>	<u> </u>
MUFFLER	<u>NA</u>	<u> </u>	<u> </u>
TIRES	<u>✓</u>	<u> </u>	<u> </u>
BRAKES	<u>✓</u>	<u> </u>	<u> </u>
DOORS	<u>✓</u>	<u> </u>	<u> </u>
GENERAL CONDITION OF VEHICLE	<u>✓</u>	<u> </u>	<u> </u>

**Attach this completed Inspection Sheet with your permit or renewal application
and remit to:**

**City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419**



CITY OF BLOOMINGTON INDIANA

Date: 02/13/2025

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

JOHN H. COUNTY HEALTH DEPARTMENT
119 West Seventh St.
Bloomington, Indiana 47404-6000
912-240-2512

Establishment Name <i>Flamin Grill</i>	Telephone Number () Establishment	Date of Inspection (mm/dd/yr) <i>02/06/20</i>	ID # <i>12pm</i>
Establishment Address (number and street, city, state, ZIP code) <i>2361 W Rappel Avenue Bloomington IN 47404</i>	(X) Owner <i>(347) 612-7022</i>		
Owner <i>Hilal Abadi</i>	Purpose:	Follow-up	Release Date <i>10 Days</i>
Owner's Address	1. Routine	Summary of Violations: <i>0</i>	
Person in Charge <i>* Hilal Abadi</i>	2. Follow-up	C <u>NC</u> R	
Responsible Person's E-mail	3. Complaint	Menu Type (See back of page)	
Certified Food Handler # <i>Hilal Abadi # L25C-3-0000353743386 01/20</i>	4. <u>Pre-Operational</u>	1 <u> </u> 2 <u> </u> 3 <u> </u> 4 <u> </u> 5 <u> </u>	
	5. Temporary		
	6. HACCP		
	7. Other (list)		

• VIOLATION(S) REPEATED FROM PREVIOUS INSPECTIONS ARE DENOTED IN THE "SUMMARY OF VIOLATIONS" AND IN THE NARRATIVE BELOW AS "R"

Received by (name and title printed):		Inspected by (name and title printed): Cameron Livingston	
Received by (signature): X [Signature]		Inspected by (signature): Cameron Livingston	
cc:	cc:		cc:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Choice Insurance Agency, Inc. 1189 A St NE Linton IN 47441		CONTACT NAME: ROBIN FRENCH PHONE (A/C, No, Ext): 812-847-3237 FAX (A/C, No): 812-847-3277 E-MAIL ADDRESS: robin@thechoiceins.com	
INSURED Flam'n Grill Inc 2597 S Delila Star Dr Bloomington IN 47403		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		Q61-0511940	01/27/2025	01/27/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Concessionaires and Food Truck - Mobile Operations

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
City Hall
401 North Morton St
Bloomington

IN 47404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
ROBIN FRENCH

Kerry Thomson
Mayor
CITY OF BLOOMINGTON

401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418
f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Hilal Abadi
Name, Printed

Abadi
Signature

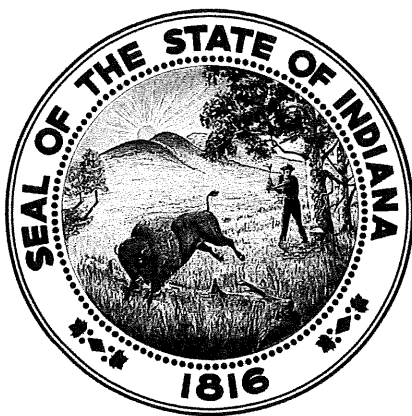
02/12/2025
Date Release Signed

State of Indiana
Office of the Secretary of State

Certificate of Incorporation
of
FLAM'N GRILL INC

I, DIEGO MORALES, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic For-Profit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, January 09, 2025.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, January 10, 2025.

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

202501091853744 / 10654381

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

ARTICLES OF INCORPORATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 202501091853744
BUSINESS TYPE Domestic For-Profit Corporation
BUSINESS NAME FLAM'N GRILL INC
PRINCIPAL OFFICE ADDRESS 2597 s delila star dr, Bloomington, IN, 47403, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME hilal abadi
ADDRESS 2597 s delila star dr, Bloomington, IN, 47403, USA
SERVICE OF PROCESS EMAIL fireburgers1@gmail.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted.

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 01/09/2025
EFFECTIVE TIME 08:49PM

ARTICLE IV - GOVERNING PERSON INFORMATION

TITLE President
NAME hilal abadi
ADDRESS 2597 s delila star dr, Bloomington, IN, 47403, USA

ARTICLE V - INCORPORATOR(S)

NAME hilal Abadi
ADDRESS 2597 s delila star dr, Bloomington, IN, 47403, USA

APPROVED AND FILED
DIEGO MORALES
INDIANA SECRETARY OF STATE
01/10/2025 10:46 AM

ARTICLE VI - GENERAL INFORMATION

AUTHORIZED SHARES

100

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A CORPORATION PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS CORPORATION LAW AS AMENDED, EXECUTES THESE ARTICLES OF INCORPORATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **January 9, 2025**.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

SIGNATURE

hilal abadi

TITLE

Incorporator

Business ID : 202501091853744

Filing No : 10654381



INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253

Indiana Department of Revenue
Mike Braun, Governor



FLAM'N GRILL INC
2597 S DELILA STAR DR
BLOOMINGTON IN 47403-3281

FEIN	33-2784438
Taxpayer ID	8000866380
Letter ID	L0013179531
Date Issued	February 07, 2025

Dear Customer:

Attached is your Registered Retail Merchant Certificate (RRMC), which shows your Taxpayer Identification Number (TID) and three-digit Location Number (LOC) as your LOC ID. Please make note of this number, as you will need to use it on exemption certificates and for phone or written communication with the Indiana Department of Revenue (DOR).

Note the expiration date on the certificate. Your RRMC will be automatically renewed if your account remains in good standing. However, merchants who have unpaid tax liability(ies) owed to DOR cannot renew their RRMC.

All businesses are required to file and pay sales and/or withholding taxes online using INTIME, the Indiana Taxpayer Information Management Engine. DOR's tax filing frequency for this location is Monthly, which means your first filing is due on April 30, 2025. If you have not already registered for INTIME, DOR's secure online system, you can register today using the Letter ID in the upper-right hand corner of this letter.

To create an online account, visit intime.dor.in.gov and click "Sign up" on the right side of the screen. You will need your Taxpayer ID (FEIN, SSN, etc.) and Letter ID to complete the process.

You can review and maintain your business by managing your addresses and responsible officers from "Names & Addresses" menu on the "All Actions" tab in INTIME. If you need to close an account, you can do this from the "Close Business Tax Accounts" link under the "All Actions" tab in INTIME.

If you have questions about your sales or withholding taxes, you may contact Customer Service at (317) 232-2240, Monday through Friday 8 a.m. – 4:30 p.m. EST.

Sincerely,

Indiana Department of Revenue

Date of this notice: 01-10-2025

Employer Identification Number:
33-2784438

Form: SS-4

Number of this notice: CP 575 A

FLAMN GRILL INC
2597 S DELILA STAR DR
BLOOMINGTON, IN 47403

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-2784438. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2026
Form 944	01/31/2026
Form 1120	04/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

Kerry Thomson
Mayor
CITY OF BLOOMINGTON

401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418
f. 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- No mobile food vendor unit shall locate in an alleyway.
- Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: HILAL ABADI

Signature: Abadi

Date: 02/12/2025

Kerry Thomson
Mayor
CITY OF BLOOMINGTON

401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418
f. 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants
- No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
 - The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
 - Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure;
 - Provide a barrier between the grill or device and the general public;
 - The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- No mobile food vendor unit shall ever be left unattended
- Mobile food vendor units shall not be stored, parked or left overnight on any City property
- All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- No mobile food vendor shall have a drive-thru
- The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
 - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: Hilal Abadi

Signature: Abadi

Date: 02/12/2025



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Current Date	Inspected by	Next Inspection Date	Inspection Number
01/23/2025	Jeff Yutmeyer	01/22/2026	BFD-2025-0003440

Business Name	Address	City	State	Zip
Flaming Grill	2597 S DELILA STAR DR	BLOOMINGTON	IN	47403
	Suite			
	Food Truck # 1			

Fire Inspection Results

No fire code violations found.

Thank You

On 01/23/2025 the Flaming Grill was inspected by Bloomington Fire Department and no deficiencies were found.

Inspection Signatures

Occupancy Contact Signature

Abadi

Hilal Abadi
Business Owner
347-312-7082
fireburgers1@gmail.com

Inspector Signature

Jeff Yutmeyer

Jeff Yutmeyer
Deputy Fire Marshal
812-360-3507
Jeff.yutmeyer@bloomington.in.gov



Notice of Permits

The Fire Official has approved the following permits for the following locations

Location

Name	Address
Flaming Grill	2597 S DELILA STAR DR FOOD TRUCK # 1, BLOOMINGTON, IN, 47403
Property Use	IBC Group
Miscellaneous - General	Z

Permits

Permit Number	Permit Type	Effective Date	Expiration Date
BFD-2025-0000010	Food Vendor Permit	01/22/2025	01/22/2026

This notice must be prominently displayed at all times. Permits may be revoked at any time for failure to remain in conformity with applicable regulations.

Issued by:

Date Issued:

01/23/2025

A handwritten signature in black ink that reads "Jeff Yutmeyer".

Jeff Yutmeyer
Deputy Fire Marshal
812-360-3507
Jeff.yutmeyer@bloomington.in.gov



Authentic NYC Eats *on The Go!*

GYRO • CHICKEN • FALAFEL • BURGERS • BREAKFAST • COFFEE

812-803-8162





Kilroy's Grill

See nearby restaurants



Starbucks



Bryan Hall

QDOBA Mexican Eats

As busy as it gets



Kirkwood

Here
E 4th St

S Indiana Ave

P

IU Maurer School of

Toppers Pizza

Toppers Pizza Near You

Circle K

Less busy than usual



ATM (Circle K)



E 3rd St





LEARN 2 SERVE®

FOOD PROTECTION MANAGER CERTIFICATION

This certifies that

hilal Abadi

has achieved the title of

Certified Food Protection Manager



Test Name

Exam Form A33



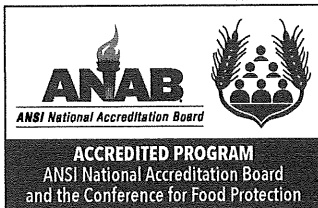
Completion Date

01/06/2025



Certificate #

L2SC-3-000035743386



#0975

Samantha Montalbano, Chief Operating Officer



THIS CERTIFICATE IS NON-TRANSFERABLE & VALID UP TO 5 YEARS FROM THE ISSUE DATE
DEPENDING ON YOUR LOCAL HEALTH DEPARTMENT'S REQUIREMENTS.

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 360training.com

(CUT HERE)

(CUT HERE)



LEARN 2 SERVE®

This certifies that

hilal Abadi

has achieved the title of

Certified Food Protection Manager

Test Name:
Exam Form A33

Completion Date:
01/06/2025

Certificate #:
L2SC-3-000035743386

Samantha Montalbano, Chief Operating Officer



THIS CERTIFICATE IS NON-TRANSFERABLE & VALID UP TO 5 YEARS FROM THE ISSUE
DATE. DEPENDING ON YOUR LOCAL HEALTH DEPARTMENT'S REQUIREMENTS.

#0975

Congratulations on becoming a Certified Food Protection Manager

Learn2Serve also provides training courses in:
Food Safety Handler, Alcohol Seller/Server,
HACCP, and Sexual Harassment.
Please contact us today to learn more about
how you can take advantage of these quality
courses, or visit Learn2Serve.com.



Questions? support@360training.com

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 360training.com



REGISTERED RETAIL MERCHANT CERTIFICATE

INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253
(317) 232-2240

FLAM'N GRILL
2597 S DELILA STAR DR
BLOOMINGTON IN 47403-3281

FEIN 33-2784438
LOC ID 8000866380-001
ISSUED February 07, 2025
EXPIRES April 01, 2027

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX AT THE
ADDRESS ABOVE IF DIFFERENT FROM BELOW.

THIS LICENSE:
IS NOT TRANSFERRABLE TO ANY OTHER PERSON.
IS NOT SUBJECT TO REBATE.
IS VOID IF ALTERED.



FLAM'N GRILL INC
2597 S DELILA STAR DR
BLOOMINGTON IN 47403-3281

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----

Mobile Food Establishment License

Monroe County Health Department

This is to certify that:

Flam'n Grill
Hilal Abadi
2361 W Rappel Avenue
Bloomington, IN 47404

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.



Issued:

2/27/2025

By

Sarah Lyttelband MD

Monroe County Health Officer

2025

NON-NEGOTIABLE AND NOT TRANSFERABLE **PERMIT EXPIRES FEBRUARY 28, 2026**

Mobile Food Establishment License

Monroe County Health Department

This is to certify that:

Flam'n Grill 2
Hilal Abadi
2361 W Rappel Avenue
Bloomington, IN 47404

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.



Issued:

2/27/2025

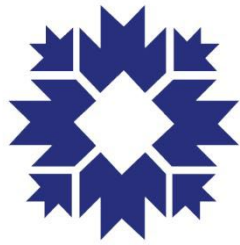
By

Sarah Lyttelband MD

Monroe County Health Officer

2025

NON-NEGOTIABLE AND NOT TRANSFERABLE **PERMIT EXPIRES FEBRUARY 28, 2026**



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event:	Mobile Vendor in Right of Way
PW Resolution No:	2025-012
Petitioner/Representative:	Hilal Abadi, Owner of Flam'N Grill - Truck #2
Staff Representative:	Susan Coates
Meeting Date:	03/11/2025

Flam'N Grill - Truck #2, by its owner, Hilal Abadi, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen, food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Flam'N Grill - Truck #2
License Type	Mobile Vendor License
Contact	Hilal Abadi
Phone	347-612-7082
Email	fireburgers1@gmail.com
BPW Resolution No (if applicable)	2025-012
Issue Date of License	3/12/2025
Expiration Date of License	3/12/2026
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	3/12/2026
Department Head	Jane Kupersmith
Record Destruction Date	3/12/2029
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses

RESOLUTION 2025-012
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
Flam'N Grill - Truck #2

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington (“City”);

WHEREAS, Flam'N Grill - Truck #2 (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health Department;

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090;

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen, food truck or trailer; and

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking and sidewalks is provided by the Board of Public Works via resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS THAT:

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, food truck or trailer for 1 year beginning 3/12/2025, and ending on 3/12/2026.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS THE 11th DAY OF MARCH, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

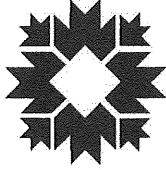
ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-012 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Hilal Abadi

Date: _____

RESOLUTION 2025-012

Flam 'N Grill
TRAILER 2
Res. 2025-012



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St. Suite 150
Bloomington, Indiana 47404
812-349-3418

1. License Length and Fee Application

Length of
License: 1 Year - \$350

pol w/ CX # 1041
2/14/25

2. Applicant Information

Name:	Hilef ABADI		
Title/Position:	Owner		
Date of Birth:	04/15/1993		
Address:	2597 S Delila St Dr, Bloomington, IN 47403		
City, State, Zip:			
E-Mail Address:	fireburgas1@gmail.com		
Phone Number:	347-612-7082	Mobile Phone:	

3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

Received in ESD

FEB 18 2025

4. Company Information

Name of Employer:	Flamin Grillz				
Address of Employer:	2597 S Delila Star Dr				
City, State, Zip:	Bloomington, IN, 47403				
Employment Start Date:	03/15/2025	End Date (If known):			
Phone Number:	347-612-7082				
Website / Email:					
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address
Hiel ABAD.	2597 S Delila Star Dr
	Bloomington, IN, 47403

6. Company Incorporation Information (For Corporations and LLCs Only)

Date of incorporation or organization:	01/09/2025
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

7. Description of product or service to be sold and any equipment to be used

Planned hours of operation:	9am - 9pm	
Place or places where you will conduct business (If private property, attach written permission from property owner):	BMV Parking lot.	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach ✓	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

FAM N Grill

RES 2025-012.

Trailer 2
3-11-25
BPW

8. You are required to secure, attach, and submit the following:

- ☒ A copy of the Indiana registration for the vehicle
- ☒ Copy of a valid driver's license
- ☒ Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
- ☒ Proof of an independent safety inspection of all vehicles to be used in the business (form included with app)
- ☒ Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code:
 - Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate
 - Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
- ☒ Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business (included with application)
- ☒ A copy of the business's registration with the Indiana Secretary of State.
- ☒ A copy of the Employer ID number
- ☒ A signed copy of the Prohibited Location Agreement (included with application)
- ☒ A signed copy of the Standards of Conduct Agreement (included with application)
- ☒ Fire inspection (if required)
- ☒ Picture of truck or trailer
- ☒ Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler License.

For City of Bloomington Use Only

Date Received:

FEB 18 2025

Received By:

S. W. H. A. S.

Date Approved:

Approved By:

waiting
on one
more

9:17



Your location



Bloomington BMW Branch



8 min



1 hr 4



1 hr 4



18 min



8



8 min (2.8 mi)



Fastest route, the usual traffic



Start



Add stops



Steps



Save



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE 02/06/2025	PUR DATE 12/27/2024	COUNTY 28 - GREENE	TP N	PL YR 25	PLATE 497F778	PL TP GP	WEIGHT 9	PR YR	LS N	TYPE	PRIOR YR PL
EXPIRATION DATE 2/7/2026	MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 2025	MAKE NUR	MODEL YJU	VEHICLE IDENTIFICATION NUMBER 3S9F1D2N9SM032167			TYPE TR	COLOR BLK/		
CURRENT YEAR TAX	VEH EX TAX 8.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 8.00	CO. WHEEL/EX TAX 10.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 25.35	ADMIN FEE 0.00	TOTAL 43.35				
PRIOR YEAR TAX	VEH EX TAX 1.33	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 1.33	CO. WHEEL/EX TAX 1.67	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 3.00				
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 9,000													

HILAL SALEH SAEED ABADI
2597 S DELILA STAR DR
BLOOMINGTON, IN 47403-3281

C
EB

IMPORTANT REGISTRATION INFORMATION

The registrant acknowledges that the information provided on the front of this form is correct. The registrant understands that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.

CUSTOMER COPY



**** NOTE:** The BMV only retains supporting documentation for a period of ten (10) years **

License type: DRIVERS

License status: VALID

As of 01/09/2025 6:07 pm
IINT

SR22: Not needed

Current points: 0 (Includes DSP point credit)

Endorsements: None

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

-- (** indicates closed/expired active suspensions stayed)

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
05/15/2023	2[*]	SPEEDING 59/45	04/28/2023	KNOX SUPERIOR #2 / 42D0223051F001536			No	No
09/14/2023	2[*]	SPEEDING 70/60	08/22/2022	KNOX SUPERIOR #2 / 42D0222091F002091			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	12/07/2023	2597 S DELILA STAR DR	BLOOMINGTON	IN	47403-3281
4	12/12/2022	5557 N STATE ROAD 67	WORTHINGTON	IN	47471-6406
3	02/09/2022	5557 N STATE ROAD 67	WORTHINGTON	IN	47471-6406
1	07/02/2021	103 CANAL ST APT A	WORTHINGTON	IN	47471

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
5	12/07/2023	5557 N STATE ROAD 67	WORTHINGTON	IN	47471-6406
4	12/12/2022	5557 N STATE ROAD 67	WORTHINGTON	IN	47471-6406
2	02/09/2022	103 CANAL ST APT A	WORTHINGTON	IN	47471-1407

MOBILE VENDOR INSPECTION CHECK SHEET

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓		
FLASHERS	✓		
REFLECTORS	✓		
HORN	NA		
WINDSHIELD WIPERS	✓		
MIRRORS	NA		
SEATBELTS	NA		
BUMPER HEIGHT	✓		
ALL WINDOWS	✓		
MUFFLER	NA		
TIRES	✓		
BRAKES	✓		
DOORS	✓		
GENERAL CONDITION OF VEHICLE	✓		

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

Date: 02/13/2025

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Choice Insurance Agency, Inc. 1189 A St NE Linton IN 47441		CONTACT NAME: ROBIN FRENCH PHONE (A/C, No, Ext): 812-847-3237 E-MAIL ADDRESS: robin@thechoiceins.com FAX (A/C, No): 812-847-3277	
INSURED Flam'n Grill Inc 2597 S Delila Star Dr Bloomington IN 47403		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		Q61-0511940	01/27/2025	01/27/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Concessionaires and Food Truck - Mobile Operations

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington City Hall 401 North Morton St Bloomington IN 47404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>ROBIN FRENCH</i>
---	--

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Kerry Thomson

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Hilal ABAO
Name, Printed

Abadi
Signature

02/13/2025
Date Release Signed

ARTICLES OF INCORPORATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 202501091853744
BUSINESS TYPE Domestic For-Profit Corporation
BUSINESS NAME FLAM'N GRILL INC
PRINCIPAL OFFICE ADDRESS 2597 s delila star dr, Bloomington, IN, 47403, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME hilal abadi
ADDRESS 2597 s delila star dr, Bloomington, IN, 47403, USA
SERVICE OF PROCESS EMAIL fireburgers1@gmail.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted.

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 01/09/2025
EFFECTIVE TIME 08:49PM

ARTICLE IV - GOVERNING PERSON INFORMATION

TITLE President
NAME hilal abadi
ADDRESS 2597 s delila star dr, Bloomington, IN, 47403, USA

ARTICLE V - INCORPORATOR(S)

NAME hilal Abadi
ADDRESS 2597 s delila star dr, Bloomington, IN, 47403, USA

ARTICLE VI - GENERAL INFORMATION

AUTHORIZED SHARES

100

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A CORPORATION PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS CORPORATION LAW AS AMENDED, EXECUTES THESE ARTICLES OF INCORPORATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **January 9, 2025**.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

SIGNATURE

hilal abadi

TITLE

Incorporator

Business ID : 202501091853744

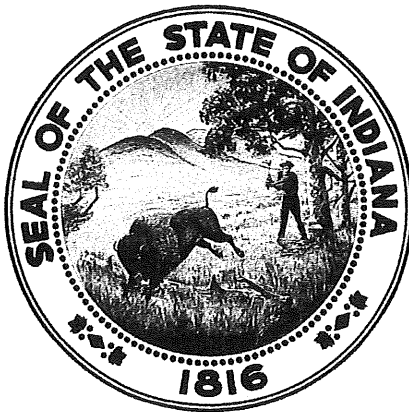
Filing No : 10654381

State of Indiana
Office of the Secretary of State

Certificate of Incorporation
of
FLAM'N GRILL INC

I, DIEGO MORALES, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic For-Profit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, January 09, 2025.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, January 10, 2025.

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

202501091853744 / 10654381

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>



INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253

Indiana Department of Revenue

Mike Braun, Governor



FLAM'N GRILL INC
2597 S DELILA STAR DR
BLOOMINGTON IN 47403-3281

FEIN	33-2784438
Taxpayer ID	8000866380
Letter ID	L0013179531
Date Issued	February 07, 2025

Dear Customer:

Attached is your Registered Retail Merchant Certificate (RRMC), which shows your Taxpayer Identification Number (TID) and three-digit Location Number (LOC) as your LOC ID. Please make note of this number, as you will need to use it on exemption certificates and for phone or written communication with the Indiana Department of Revenue (DOR).

Note the expiration date on the certificate. Your RRMC will be automatically renewed if your account remains in good standing. However, merchants who have unpaid tax liability(ies) owed to DOR cannot renew their RRMC.

All businesses are required to file and pay sales and/or withholding taxes online using INTIME, the Indiana Taxpayer Information Management Engine. DOR's tax filing frequency for this location is Monthly, which means your first filing is due on April 30, 2025. If you have not already registered for INTIME, DOR's secure online system, you can register today using the Letter ID in the upper-right hand corner of this letter.

To create an online account, visit intime.dor.in.gov and click "Sign up" on the right side of the screen. You will need your Taxpayer ID (FEIN, SSN, etc.) and Letter ID to complete the process.

You can review and maintain your business by managing your addresses and responsible officers from "Names & Addresses" menu on the "All Actions" tab in INTIME. If you need to close an account, you can do this from the "Close Business Tax Accounts" link under the "All Actions" tab in INTIME.

If you have questions about your sales or withholding taxes, you may contact Customer Service at (317) 232-2240, Monday through Friday 8 a.m. – 4:30 p.m. EST.

Sincerely,

Indiana Department of Revenue



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-10-2025

Employer Identification Number:
33-2784438

Form: SS-4

Number of this notice: CP 575 A

FLAMN GRILL INC
2597 S DELILA STAR DR
BLOOMINGTON, IN 47403

For assistance you may call us at
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-2784438. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices if another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2026
Form 944	01/31/2026
Form 1120	04/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

Kerry Thomson
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
p. 812.349.3418
f. 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- No mobile food vendor unit shall locate in an alleyway.
- Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: Hilal ABADI

Signature: ABADI

Date: 02/13/2025

Kerry Thomson
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**
p. 812.349.3418
f. 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants
- No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
 - The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
 - Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure;
 - Provide a barrier between the grill or device and the general public;
 - The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- No mobile food vendor unit shall ever be left unattended
- Mobile food vendor units shall not be stored, parked or left overnight on any City property
- All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- No mobile food vendor shall have a drive-thru
- The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
 - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: Hilal ABADI

Signature: Abadi

Date: 02/13/ 2025



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Current Date	Inspected by	Next Inspection Date	Inspection Number
01/23/2025	Jeff Yutmeyer	01/22/2026	BFD-2025-0003441

Business Name	Address	City	State	Zip
Flaming Grill	2597 S DELILA STAR DR	BLOOMINGTON	IN	47403
	Suite			
	Food Truck # 2			

Fire Inspection Results

No fire code violations found.

Thank You

On 01/23/2025 the Flaming Grill was inspected by Bloomington Fire Department and no deficiencies were found.

Inspection Signatures

Occupancy Contact Signature

A handwritten signature in black ink, appearing to read "Hilal Abadi".

Hilal Abadi
Business Owner
2597 S Dielila Dr
fireburgers1@gmail.com

Inspector Signature

A handwritten signature in black ink, appearing to read "Jeff Yutmeyer".

Jeff Yutmeyer
Deputy Fire Marshal
812-360-3507
Jeff.yutmeyer@bloomington.in.gov



Notice of Permits

The Fire Official has approved the following permits for the following locations

Location

Name	Address
Flaming Grill	2597 S DELILA STAR DR FOOD TRUCK # 2, BLOOMINGTON, IN, 47403

Permits

Permit Number	Permit Type	Effective Date	Expiration Date
BFD-2025-0000011	Food Vendor Permit	01/22/2025	01/22/2026

This notice must be prominently displayed at all times. Permits may be revoked at any time for failure to remain in conformity with applicable regulations.

Issued by:

Date Issued:

01/23/2025

A handwritten signature in black ink, appearing to read "Jeff Yutmeyer".

Jeff Yutmeyer
Deputy Fire Marshal
812-360-3507
Jeff.yutmeyer@bloomington.in.gov



Authentic NYC Eats *on the Go*

GYRO CHICKEN FALAFEL BURGERS BREAKFAST COFFEE

812-803-8162



REGISTERED RETAIL MERCHANT CERTIFICATE

INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253
(317) 232-2240

FLAM'N GRILL
2597 S DELILA STAR DR
BLOOMINGTON IN 47403-3281

FEIN 33-2784438
LOC ID 8000866380-001
ISSUED February 07, 2025
EXPIRES April 01, 2027

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX AT THE
ADDRESS ABOVE IF DIFFERENT FROM BELOW.

THIS LICENSE:
IS NOT TRANSFERRABLE TO ANY OTHER PERSON.
IS NOT SUBJECT TO REBATE.
IS VOID IF ALTERED.



FLAM'N GRILL INC
2597 S DELILA STAR DR
BLOOMINGTON IN 47403-3281

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----



LEARN 2 SERVE®

FOOD PROTECTION MANAGER CERTIFICATION

This certifies that

hilal Abadi

has achieved the title of

Certified Food Protection Manager



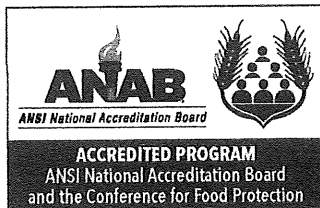
Test Name
Exam Form A33



Completion Date
01/06/2025



Certificate #
L2SC-3-000035743386



#0975

Samantha Montaibano, Chief Operating Officer



THIS CERTIFICATE IS NON-TRANSFERABLE & VALID UP TO 5 YEARS FROM THE ISSUE DATE
DEPENDING ON YOUR LOCAL HEALTH DEPARTMENT'S REQUIREMENTS.

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 360training.com



LEARN 2 SERVE®

This certifies that

hilal Abadi

has achieved the title of

Certified Food Protection Manager

Test Name:
Exam Form A33

Completion Date:
01/06/2025

Certificate #:
L2SC-3-000035743386

Samantha Montaibano, Chief Operating Officer



THIS CERTIFICATE IS NON-TRANSFERABLE & VALID UP TO 5 YEARS FROM THE ISSUE DATE
DEPENDING ON YOUR LOCAL HEALTH DEPARTMENT'S REQUIREMENTS.

#0975

Congratulations on becoming a Certified Food Protection Manager

Learn2Serve also provides training courses in:
Food Safety Handler, Alcohol Seller/Server,
HACCP, and Sexual Harassment.
Please contact us today to learn more about
how you can take advantage of these quality
courses, or visit Learn2Serve.com.



Questions? support@360training.com

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 360training.com

Mobile Food Establishment License

Monroe County Health Department

This is to certify that:

Flam'n Grill
Hilal Abadi
2361 W Rappel Avenue
Bloomington, IN 47404

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.



Issued:

2/27/2025

By *Sarah Lyttonband MD*
Monroe County Health Officer

2025

NON-NEGOTIABLE AND NOT TRANSFERABLE **PERMIT EXPIRES FEBRUARY 28, 2026**

Mobile Food Establishment License

Monroe County Health Department

This is to certify that:

Flam'n Grill 2
Hilal Abadi
2361 W Rappel Avenue
Bloomington, IN 47404

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.



Issued:

2/27/2025

By *Sarah Lyttonband MD*
Monroe County Health Officer

2025

NON-NEGOTIABLE AND NOT TRANSFERABLE **PERMIT EXPIRES FEBRUARY 28, 2026**



Board of Public Works Staff Report

Report: Project/Event: International Festival
Petitioner/Representative: Parks and Recreation Community Events
Staff Representative: Tara Brooke
Date of Event: Sunday, April 6, 2025
Date of Board Meeting: March 11, 2025

Report: The International Festival will take place on Sunday, Apr 6, 2025 from 1 - 4 p.m. on 4th Street in Downtown Bloomington. This outdoor street festival invites the community to celebrate the diverse cultures represented within the Bloomington population through exhibit booths, crafts, games, performances, food, and socialization.

Invitations to have a booth during the festival have been issued, with several responses already. Considering the numbers from the previous years, we are expecting anywhere from 25-40 booths to register. Likewise, we invite food trucks to join us, and arrange to have 4 - 6 live performances from local talents ranging anywhere from live music to choirs to traditional dance demonstrations put on by local clubs and organizations. Additionally, we will have a group of IU students working with us to produce this event, and a small number of volunteers and full time staff to be present and assist with the success of this event.

Staff will arrive at 4th and Dunn Streets at 11:30am on Sunday April 6 and begin setting up for the arrival of volunteers, food trucks, exhibitors, and performers. Volunteers and staff will begin monitoring the traffic at the intersections and only allow festival participants to drive in for loading and unloading, with the expectation that all vehicles will be removed by 12pm. At the time, the Fire Department will fill the water barricades at the intersections and no further traffic will be allowed in the designated festival area.

The festival will officially open to the public at 1pm, with scheduled performances to take place for most of the afternoon. The event is free to the public, and guests are welcome to visit the booths and food trucks, and to participate in any games or other activities provided by registered groups, clubs, and exhibitors. The festival will end at 4pm, and at that time, we will begin to drain the water barricades, and clear the festival area to allow vendors to pack up their booths and exit. Once all vendors have left and the barricades are all drained, they will be moved to the side of the road for pick up, and the streets will be cleared and re-opened to the public by 5 p.m.

**BOARD OF PUBLIC WORKS
RESOLUTION 2025-13**

INTERNATIONAL FESTIVAL

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City streets and other city property; and

WHEREAS, the City of Bloomington has committed itself to promoting and assisting businesses in Bloomington and to support Bloomington Parks and Recreation Department; and

WHEREAS, Bloomington Parks and Recreation Department is desirous of using 4th street between Dunn and Grant Streets, and the Dunkirk Square Parking Lot to sponsor the International Festival, on Sunday, April 6, 2025 from 11:00 a.m. through 6:00 p.m.; which includes set-up and tear-down time; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Fourth Street will be closed between Dunn and Grant Street beginning at 11:00 a.m. on April 6, 2025 until 5:30 p.m. on April 6, 2025.
2. Bloomington Parks and Recreation Department shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Bloomington Parks and Recreation Department shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Parks and Rec shall obtain and place any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Bloomington Parks and Recreation Department shall not close the streets until 11:00 a.m. on Sunday, April 6, 2025 and to remove barricades and signage by 5:30 p.m. on Sunday, April 6, 2025.
4. Bloomington Parks and Recreation Department will be responsible for removing all trash from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 5:30 p.m. on Sunday, April 6, 2025.
5. By granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music

may be played during the hours of the event.

6. Bloomington Parks and Recreation Department shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
7. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 11th DAY OF MARCH, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

James Roach, Secretary

ATTEST:

Tara Brooke
Parks and Recreation Department

Date



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON
401 N Morton St Suite 120
PO Box 100
Bloomington IN 47402

DEPARTMENT OF PUBLIC WORKS
PW 812.349.3411

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us three (3) months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington



SPECIAL EVENT APPLICATION

City of Bloomington
 Department of Public Works
 Bloomington, Indiana 47404
 812-349-3411

1. APPLICANT INFORMATION

Contact Name:	Tara Brooke		
Contact Phone:	812-349-3773	Mobile Phone:	812-219-0770
Title/Position:	Community Events Specialist		
Organization:	City of Bloomington Parks and Recreation		
Address:	401 N Morton Street, Suite 250		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	tara.brooke@bloomington.in.gov		
Organization E-Mail and URL:	www.bloomington.in.gov		
Org Phone No:	812-349-3700	Fax No:	

2. ANY KEY PARTNERS INVOLVED (including Food Vendors if applicable)

Organization Name:	Community and Family Resources Department		
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. EVENT INFORMATION

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Sunday, April 6, 2025	
Time of Event:	Date: 4/6/25 Start: 1pm Date: 4/6/25 End: 4pm	
Setup/Teardown time Needed	Date: 4/6/25 Start: 11am Date: 4/6/25 End: 5:30pm	
Calendar Day of Week:		
Description of Event:	<p>The International Festival promotes cultural awareness, encourages cross-cultural engagement, and celebrates the diverse backgrounds of the residents of our community. Visit booths or art sales and displays, and experience the sounds and sights of a variety of cultures.</p> <p>Artists and community groups will have booths where they can sell their art and/or educate the community on their culture. Entertainment will also be included from a variety of groups and performers.</p>	
Expected Number of Participants:	500 - 800	Expected # of vehicles (Use of Parking Spaces to close): All spaces in closed areas

4. IF YOUR EVENT IS A **NEIGHBORHOOD BLOCK PARTY**, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> The starting point shall be clearly marked The ending point shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

5. IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> The starting point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (i.e.: Type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

6. If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING: *Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking*

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input checked="" type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input checked="" type="checkbox"/>	Noise Permit application <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

7. CHECKLIST

<input type="checkbox"/>	Determine type of Event
<input type="checkbox"/>	Complete application with attachment: <ul style="list-style-type: none"><input type="checkbox"/> Detailed Map<input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other)<input type="checkbox"/> Maintenance of Traffic Plan<input type="checkbox"/> Noise Permit Application (if applicable)<input type="checkbox"/> Certificate of Liability Insurance<input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)<input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)<input type="checkbox"/> Waste and Recycling Plan (if applicable)<input type="checkbox"/> For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application)



NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana
47404 812-349-3411

Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact Public Works with any questions: (812) 349-3411 or public.works@bloomington.in.gov

Event and Noise Information

Name of Event:	International Festival			
Location of Event:	4th Street between Dunn and Grant, and the Dunn Street Parking Lot			
Date of Event:	April 6, 2025	Time of Event:	Start: 1pm	
Calendar Day of Week:			End: 4pm	
Description of Event:	The International Festival promotes cultural awareness, encourages cross-cultural engagement, and celebrates the diverse backgrounds of the residents of our community. Visit booths or art sales and displays, and experience the sounds and sights of a variety of cultures.			
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If Yes, to Benefit:	

Applicant Information

Name:	Tara Brooke		
Organization:	City of Bloomington Parks and Recreation	Title:	Community Events Specialist
Physical Address:	401 N Morton Street, Suite 250		
Email Address:	tara.brooke@bloomington.in.gov	Phone Number:	812-349-3773
Signature:	<i>Tara Brooke</i>	Date:	02/21/2025

FOR CITY OF BLOOMINGTON USE ONLY

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Date

Elizabeth Karon, Vice-President

James Roach, Secretary

Waste and Recycling Management Plan Template

Event name: International Festival

Number of expected attendees: 500 - 800

Number of food vendors: 3 - 6

Number of other vendors: 10 - 20

Designated waste and recycling manager: This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be in charge of overseeing the implementation of the waste and recycling management plan.

Event map: In the event map you submit with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas (such as dumpsters) and the path for access by waste haulers.

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees.
ClearStream recycling bins are available for use through [Downtown Bloomington, Inc.](#)

Targeted waste: Please enumerate the types of waste expected at the event and plans for collecting each type of item using the following table. Examples are listed, but feel free to modify as appropriate.

Type of waste	Collection plan
<Containers>* Trash and Recycling, 5 - 8 qty	<Recycling, composting, etc.>
<Mixed paper> Will work with sanitation department to have bins	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

*Note that “compostable” plastics are only compostable in industrial composters, which are not available in the Bloomington area. If you opt for compostable items at your event, ensure that they are compostable paper rather than plastic.

Collection and hauling system: Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc.

Events with over 100 attendees must provide staffed (by paid staff or volunteers) waste management stations to ensure that materials are separated according to the waste and recycling management plan.

Vendor and volunteer education and training: Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling.

Materials and supplies: List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.

Designation of duties: Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.



RE: Notice of Public Meeting

Dear Sir or Madam:

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in the Public Right Way for_____.

The Board of Public Works meeting to hear this request will be on_____at 5:30 PM. Board of Public Works meetings are held virtually via zoom and in person in the City of Bloomington Council Chambers at City Hall, 401 N. Morton Street, Bloomington, Room 115.

Zoom information for the meeting may be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for zoom information.

The proposal for this event will be on file and may be examined in the Public Works office on Friday,_____, prior to the Tuesday,_____meeting. All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3411 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

Petitioner:

Date:



Type III Barricade

Water Barricade

Trash

Recycling

Bloomington

E 4th ST





INTERNATIONAL FESTIVAL SUNDAY, APRIL 6, 2025

EVENT EMERGENCY PREPAREDNESS PLAN

It is the responsibility of the Event Team Lead to familiarize designated event staff with emergency procedures in this plan to help ensure safety of all event attendees.

For more information contact Tara Brooke at 812-349-3773 or tara.brooke@bloomington.in.gov

International Festival

Event Emergency Plan

Sunday, April 6, 2025

1:00 - 4:00 p.m.

The purpose of this plan is to provide reference information for severe weather, medical emergencies, violence and fires to establish protocols for use during these situations, and to outline the responsibilities of the event staff during an emergency.

Fourth Street between Grant and Dunn &
Dunkirk Square Parking Lot

Event Contacts:

Event Lead: Tara Brooke	(812) 219-0770
Event Staff: Crystal Ritter	(720) 260-0176
Event Staff: Bill Ream	(812) 325-3663

Tornado/ Severe Weather

Monitor: Monitor the weather for potential strong winds, hail, lightning, or tornadoes.

1. Event staff and volunteers should be able to monitor real time weather situations. Event staff will ensure weather monitoring prior to and during the event.
2. If during monitoring, any of the following criteria are noted, systematic shutdown of the event should be considered:
 - a. Weather warning issued
 - b. Activation of the outdoor warning sirens
 - c. If dark clouds, lightning, and/or thunder is noticed and it is determined that the event venue is at risk.

Action: Coordinated tasks necessary for systematic shutdown of the event

1. Notify Bloomington Police Department that emergency response procedures have been initiated for event shutdown.
2. Contact Event Staff to notify them that an evacuation will be initiated.
3. To evacuate all attendees, communicate the following:

“Ladies and Gentleman, your attention please:

There is the potential for severe weather and/or tornados and everyone must take shelter immediately. Please collect your belongings and walk calmly to the nearest building and remain on the lowest level, far from windows and doors. BPD will monitor the situation and communicate when it is safe to exit these shelters and return to the event.

Thank you”

Repeat the announcement 2-3 times.

4. Under the direction of the BPD, the event lead and staff will direct everyone to the designated locations and will do a final sweep of the event location to make sure everyone has sought shelter. Designated locations include: Buskirk Chumley Theater, First Christian Church and the Monroe County Public Library.
5. Once the event location has been checked over to make sure NO ONE is outside, the event staff will go into their designated buildings.
6. Conditions of the event location will be assessed in conjunction with leaders, BPD and BFD.
7. Any injuries associated with this weather will be taken care of immediately or when the scene becomes safe to do so.

Weather Appendix

1. A **tornado or severe weather watch** is issued when weather conditions are favorable for the development of tornadoes in and close to the watch area. A watch does not mean that the severe weather is actually occurring; only that conditions have created a significant risk for it.
2. A **tornado or severe weather warning** is an alert issued by the National Weather Service to warn an area that a tornado may be imminent. It can be issued after either a tornado or funnel cloud has already been spotted, or if there are radar indications that a tornado may be possible. When this happens, the outdoor warning sirens may start going off in that area, letting people know that a tornado has been seen or is forming nearby.

Fire

Small Fire: trash cans, small equipment, etc

1. Remain Calm!
2. Notify BFD so immediate response is activated.
3. Obtain other members of event staff and BPD if available to help control the crowd.
4. An event staff member should await the arrival of the fire department.
5. If trained, extinguish the fire with the appropriate extinguisher.
6. If fire is not extinguished within 1 minute, evacuate.

Large Fire:

1. Remain Calm!
2. Notify BFD so immediate response is activated.
3. Evacuate people to at least 100 ft. away from the burning structure or to another emergency assembly point deemed more appropriate at the time.
4. An event staff member should await the arrival of the fire department.
5. DO NOT enter the burning structure.

Medical Emergencies

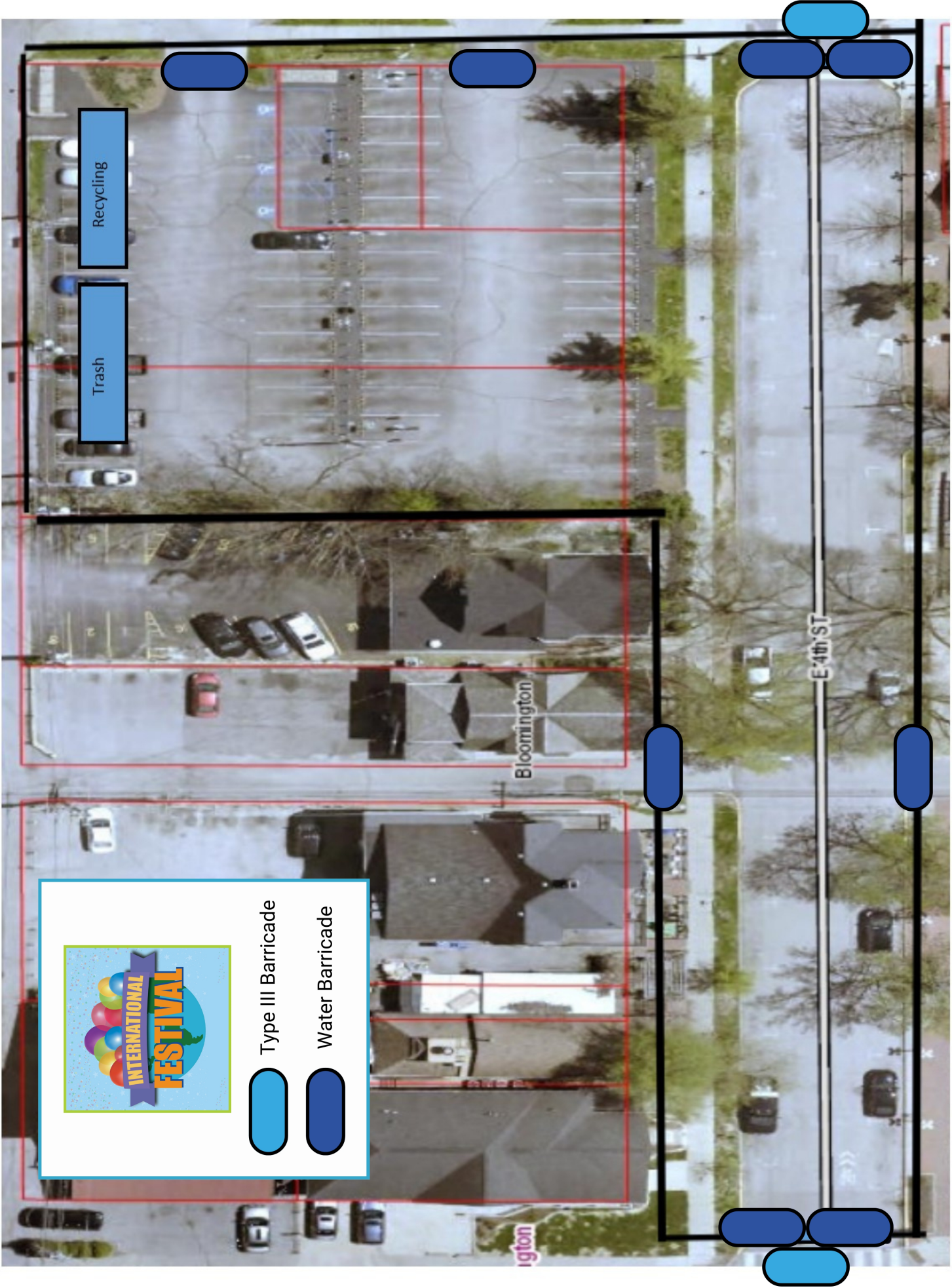
1. Remain Calm!
2. Alert an on-site member of the BPD or Bloomington Hospital EMT's.
3. Public Safety responders or the EMT members will respond to a situation in which any staff member, student, or visitor of the Street Fair requires emergency medical assistance.
4. Unless it is unsafe to do so, remain on the scene until help arrives.
5. Do not move the injured person unless there is danger of further harm.
6. Keep the injured person warm.

Violence

1. If anyone starts a violent act, displays a weapon or is threatening harm, contact the nearest BPD Officer to report it. Give details about the person, last known location and the direction that they were traveling in.
2. If the situation warrants, begin the evacuation of the event.

Missing or Lost Person/ Child Procedure

1. If a visitor reports a child is missing, a member of the event staff will assist the parent/ guardian/ family member to report the missing person/child to BPD Dispatch or to the nearest BPD Officer, describing the child's physical features and clothing. Command Center location will be at the City tent located at 4th and Dunn.
2. BPD Dispatch would broadcast the description/circumstances over the radio to Officers in the field. The message should also be spread via word of mouth to the event staff.
3. Additionally, all entrances/exits to the event are secured and monitored by event staff and BPD.
4. After the child is found an All Clear message will be distributed by BPD



Type III Barricade

Water Barricade

Recycling

Trash

Bloomington

E 4th ST



Board of Public Works Staff Report

Project/Event:	25th Annual Jill Behrman Color the Campus 5K
Petitioner/Representative:	Christine Geary, Service Director for Student Personnel, Evaluation and Special Projects Campus Recreational Sports
Staff Representative:	Cassie Werne, Special Projects and Operations Manager
Date of Event:	Saturday, April 5, 2025
Date of Board Meeting:	Tuesday, March 11, 2025

Report:

Indiana University Campus Recreational Sports is sponsoring the 25th Annual Jill Behrman Color the Campus 5K on Saturday, April 5, 2025 from 11:00 a.m. to 1:30 p.m. with a setup / teardown time of 7:00 a.m. and 2:30 p.m. The run begins and ends at the Student Recreational Sports Center (SRSC) on Law Lane and encompasses five color zones and various entertainment along the route: N. Fee Lane, E. 7th Street, Indiana Avenue, N. Union Street, and E. 10th Street. Security and traffic control for the race will be provided by IUPD. All traffic barricades and signs will be provided by IU except for those at the intersection of 7th and Indiana and 4th and Indiana which will be provided by Department of Public Works, Parking Services Division. The only street that is closed for the duration of the event is the section of Law Lane from Eagleson east to the entrance of the parking lot servicing the SRSC. All other streets are closed on a rolling basis for short periods with the lead and trailing IUPD officers on bikes communicating with the other officers on the course to facilitate this. In addition, the event team comes through shortly after the trailing bike to pick up barricades. Also included with the application are the Risk Management Plan, approved Parade Permit, and Certificate of Insurance. Proceeds in part fund the Jill Behrman Emerging Leader Scholarship, personal safety workshops, and Campus Recreational Sports programs for students.

**BOARD OF PUBLIC WORKS
RESOLUTION 2025-014**

**JILL BEHRMAN 5K COLOR THE CAMPUS
RUN**

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise city streets; and

WHEREAS, Indiana University Campus Recreational Sports has requested use of city streets to conduct the a 5K race, which provides support for the Jill Behrman Emerging Leader Scholarship; and

WHEREAS, Indiana University Campus Recreational Sports has agreed to provide any traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, Indiana University Campus Recreational Sports, herein after “Sponsors”, has agreed to provide the city with a Certificate of Insurance which names the City of Bloomington as an additional insured.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Bloomington approves the event herein described, provided that:

1. The City of Bloomington Board of Public Works agrees that City streets may be utilized to conduct the Jill Behrman 5K Color the Campus Run between the hours of 7:00 a.m. and 2:30 p.m. with the event time of 11:00 a.m. to 1:30 p.m. on Saturday, April 05, 2025
2. The City of Bloomington Board of Public Works agrees that vehicular traffic may be restricted for short periods of time on sections of city streets as per the map shown.
3. IU Campus Recreational Sports shall be responsible for developing an MOT, Maintenance of Traffic Plan, to be approved by the Engineering Department.
4. IU Campus Recreational Sports shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by Bloomington Police Department which may include, but are not limited to: anti-vehicle barriers or protections; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
5. By granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may

Resolution 2025-014

be played during the hours of the event.

6. The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from the appropriate entity for permission to use Indiana University property.
7. The sponsors shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 2:30 p.m. Saturday, April 05, 2025.
8. The sponsors shall be responsible for notifying all emergency services, transit companies and local cab companies by written notice and to the general public by notice to the press well in advance of the event. Signs should be installed on routes as directed by City staff to inform the general public of possible delays on the day of the event. Notice and signs shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.
9. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
10. In consideration for the use of the City's property and to the fullest extent permitted by law, Indiana University Campus Recreational Sports, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

ADOPTED THIS 11TH DAY OF MARCH, 2025.

BOARD OF PUBLIC WORKS:

IU Campus Recreational Sports

Kyla Cox Deckard, President

Signature

Elizabeth Karon, Vice President

Position

James Roach, Secretary

Date

Resolution 2025-014



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON
401 N Morton St Suite 120
PO Box 100
Bloomington IN 47402

DEPARTMENT OF PUBLIC WORKS
PW 812.349.3410

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us three (3) months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

City of Bloomington
Department of Public Works
Bloomington, Indiana 47404
812-349-3410

1. APPLICANT INFORMATION

Contact Name:	Jason Tucker-Ramer		
Contact Phone:	812-856-0296	Mobile Phone:	765-749-4754
Title/Position:	Assistant Director of Student Personnel, Special Events, and Special Projects		
Organization:	Indiana University Campus Recreational Sports		
Address:	Bill Garrett Fieldhouse 290, 1025 E 7 th Street		
City, State, Zip:	Bloomington, IN 47405		
Contact E-Mail Address:	jtuckerr@iu.edu		
Organization E-Mail and URL:	https://recsports.indiana.edu/index.html		
Org Phone No:	812-855-5222	Fax No:	812-855-8809

2. ANY KEY PARTNERS INVOLVED (including Food Vendors if applicable)

Organization Name:	Bucceto's Smiling Teeth		
Address:	115 South SR 46 BYP – Suite B		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	paul@buccetos.com		
Phone Number:	317-627-6235	Mobile Phone:	
Organization Name:	Kroger		
Address:	1175 S College Mall Rd		
City, State, Zip:	Bloomington, IN 47401		
E-Mail Address:	Michelle.terrell@stores.kroger.com		
Phone Number:	812-333-5766	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. EVENT INFORMATION

Type of Event:	<input type="checkbox"/> Metered Parking Space(s) <input checked="" type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	Saturday, April 5, 2025		
Time of Event:	Date:4/5/25 Start:11am	Date:4/5/25	End:1:30pm
Setup/Teardown time Needed	Date:4/5/25 Start:7am	Date:4/5/25	End:2:30pm
Calendar Day of Week:	Saturday		
Description of Event:	The Jill Behrman 5K is IU's only color run. The event starts and ends at the SRSC on Law Lane and encompasses 5 color zones and various entertainment along the route. Before and after the event, participants gather in the SRSC's loading dock for a dance party with RS Group Exercise Leaders. Hospitality is provided at the end of the event on Law Lane.		
Expected Number of Participants:	750	Expected # of vehicles (Use of Parking Spaces to close): 200 parking in the SRSC and adjacent lots. Most people walk to the event.	

4. IF YOUR EVENT IS A **NEIGHBORHOOD BLOCK PARTY**, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> The starting point shall be clearly marked The ending point shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

5. IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> The starting point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (i.e.: Type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit •Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department • Not applicable
<input type="checkbox"/>	Noise Permit application • Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

6. IF YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING: *Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking*

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Noise Permit application • Not applicable
<input type="checkbox"/>	Beer & Wine Permit • Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

7. CHECKLIST

<input type="checkbox"/>	Determine type of Event
<input type="checkbox"/>	Complete application with attachment: <ul style="list-style-type: none"><input type="checkbox"/> Detailed Map<input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other)<input type="checkbox"/> Maintenance of Traffic Plan<input type="checkbox"/> Noise Permit Application (if applicable)<input type="checkbox"/> Certificate of Liability Insurance<input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)<input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)<input type="checkbox"/> Waste and Recycling Plan (if applicable)<input type="checkbox"/> For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application)

FOR CITY OF BLOOMINGTON USE ONLY

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Engineering		
	Legal		
	Parking Enforcement		
	Transit		
	Office of the Mayor		
	Utilities		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3410

Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact Miranda Beaver with any questions: (812) 349-3411 or miranda.beaver@bloomington.in.gov

Event and Noise Information

Name of Event:	Jill Behrman Color the Campus 5k		
Location of Event:	SRSC 1601 Law Lane, Bloomington, IN 47405		
Date of Event:	April 5, 2025	Time of Event:	Start: 11:00am
Calendar Day of Week:	Saturday		End: 1:30pm
Description of Event:	The Jill Behrman 5K is IU's only color run. The event starts and ends at the SRSC on Law Lane and encompasses 4 color zones and various entertainment along the route. Before and after the event, participants gather in the SRSC's loading dock for a dance party with RS Group Exercise Leaders. Hospitality is provided at the end of the event on Law Lane. -Amplified sound/loudspeaker will be located at the SRSC -Drumline on the corner of Law Lane and Jordan Ave.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker Will Noise be Amplified? <input type="checkbox"/> xYes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> xYes <input type="checkbox"/> No	If Yes, to Benefit: Jill Behrman Emerging Leader Scholarship	

Applicant Information

Name:	Jason Tucker-Ramer		
Organization:	Indiana University Campus Recreational Sports	Title:	Assistant Director of Student Personnel, Special Events, and Special Projects
Physical Address:	Bill Garrett Fieldhouse 290, 1025 E 7 th Street, Bloomington, IN 47405		
Email Address:	jtuckerr@iu.edu	Phone Number:	812-856-0296
Signature:		Date:	1/29/2025

FOR CITY OF BLOOMINGTON USE ONLY

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

Date

James Roach, Secretary

Waste and Recycling Management Plan Template

Event name: Jill Behrman Color the Campus 5k

Number of expected attendees: 750

Number of food vendors: 3

Number of other vendors: 0

Designated waste and recycling manager: This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be in charge of overseeing the implementation of the waste and recycling management plan.

Event map: In the event map you submit with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas (such as dumpsters) and the path for access by waste haulers.

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees.

ClearStream recycling bins are available for use through [Downtown Bloomington, Inc.](#)

Targeted waste: Please enumerate the types of waste expected at the event and plans for collecting each type of item using the following table. Examples are listed, but feel free to modify as appropriate.

Type of waste	Collection plan
<Containers>*	<Recycling, composting, etc.>
<Mixed paper>	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

*Note that "compostable" plastics are only compostable in industrial composters, which are not available in the Bloomington area. If you opt for compostable items at your event, ensure that they are compostable paper rather than plastic.

Collection and hauling system: Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc.

Events with over 100 attendees must provide staffed (by paid staff or volunteers) waste management stations to ensure that materials are separated according to the waste and recycling management plan.

Vendor and volunteer education and training: Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling.

Materials and supplies: List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.

Designation of duties: Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.

Event Map

(A)– **Start/Finish.** The start and finish area will be in front of the SRSC on Law Lane. Trash receptacles and recycling bins that will be clearly labeled and strategically placed around food vendors, adjacent to washing stations and places participants congregate. RS staff are responsible for final clean up at the conclusion of the event.



(B) **Pre and post race party area.** The SRSC loading dock will serve as the location for the pre and post event dance party takes place. Trash receptacles and recycling bins that will be clearly labeled and strategically placed throughout this area. RS staff are responsible for final clean up at the conclusion of the event.



Send this email to the following services/organizations on and around campus 1 month and 2 weeks out from the event.

IU Health Ambulance Service - kmullis@iuhealth.org; jsargent1@iuhealth.org EMAILED (RJ)

Bloomington PD - Captain Scott Oldham, Oldhams@bloomington.in.gov EMAILED (RJ)

Bloomington FD - Joe Johnson, johnsonj@bloomington.in.gov EMAILED (RJ)

SPH - David Skirvin, dskirvin@indiana.edu EMAILED (RJ)

Dear _____,

On Saturday, April 5, 2025 Indiana University Campus Recreational Sports will be hosting the Jill Behrman 5K Color the Campus Event that was first established in 2000. We are expecting around 1,000 participants and volunteers at this event, which will start at 11:00 am and end at approximately 1:00 pm. The race route starts at the Student Recreational Sports Center (SRSC) on Law Lane and winds through central campus and back to the SRSC.

We wanted you to be aware of temporary road closures that you may encounter during this time. IUPD is providing safety and traffic control throughout the event.



Please feel free to contact Jason Tucker-Ramer at jtuckerr@iu.edu or Chris Geary at cgeary@iu.edu if you have any questions.

Jill Behrman 5K Color the Campus Spring 2025 Risk Management Plan

Event: JB5K Color the Campus

Event Date: Saturday, April 5, 2025

On-Site Professionals: Jason Tucker-Ramer | 765-749-4754 & Chris Geary | 812-320-0838

Overview

IU Recreational Sports has been hosting the Jill Behrman 5K since 2000 when Jill, a Bloomington native and employee of RecSports went missing. Three years later, it was discovered that she had been murdered. In 2012 the format of the event was switched to a central campus color run. The JB5K was created to keep the memory of Jill alive and to bring awareness to issues of violence in our community. Proceeds from the Color the Campus Walk/Run benefit the Jill Behrman Emerging Leader Scholarship, personal safety workshops, and Campus Recreational Sports programs for IUB students.

Notifications

Email notification will be sent out to the following groups the week of March 1st and again two weeks prior to the event.

Business/Organization	Method	
IU Campus Bus Services	Email: iubus@iu.edu	
Bloomington Transit	Email: john.connell@bloomingtontransit.com (GM) customer@bloomingtontransit.com	
IU Health Ambulance Service	Email: BLM-Medicalstaff@iuhealth.org	
Bloomington Fire Department	Email: firechief@bloomington.in.gov	
IU Greek life	Email: osfl@iu.edu	
IU Residence Life	Email: reslife@iu.edu	
Effectuated campus buildings	RPS: askrps@iu.edu Godfrey: meray@iu.edu Kelley: kelleyBL@iu.edu Psych: jonesmn@iu.edu Admissions: admissions@indiana.edu IMU: imu@iu.edu Media School: mschdean@iu.edu osterman@iu.edu FMS Student Building: maxweljt@iu.edu Maxwell Hall: nalmanza@iu.edu jkay@indiana.edu Chemistry: chemound@iu.edu Ballantine: Lingdept@iu.edu Woodburn: lamp@iu.edu Art Museum: EskenaziMuseumofArt@iu.edu	Fine Arts: soadmain@iu.edu IU Auditorium: mtalbert@iu.edu Neal Marshall: nmbcc@iu.edu Ferguson International: ovpia@iu.edu Teter: teterctr@iu.edu Ashton: ashtocr@iu.edu Foster: fostectr@iu.edu Student Health Center: ctebtt@vh.rqh Hutton Honors: rlspang@iu.edu Bryan Hall: provost@iu.edu Owen Hall: pravina@iu.edu Beck Chapel: chapel@indiana.edu Lilly Library: silverj@iu.edu
Potentially impacted businesses	Hand delivered March & email 1 week prior to the event.	

In addition, the City of Bloomington Public Works will notify the following: Bloomington Police Department, Bloomington Fire Department, Bloomington Transit, Bloomington Utilities, and Bloomington Parking Services.

Sample email:

Bloomington Police Department, Bloomington Fire Department, Campus Bus Service, Bloomington Transit, IU Health Ambulance Service

Dear [],

On Saturday, April 5th, Indiana University Campus Recreational Sports will be hosting the Jill Behrman 5K Color the Campus Run that was first established in 2000. We are expecting around 750 participants and volunteers at this event, which will start at 11:00 am and end at approximately 1:00 pm. The race route starts at the Student Recreational Sports Center (SRSC) on Law Lane and winds through central campus and back to the SRSC.

*We wanted you to be aware of temporary road closures that you may encounter during this time. **Please see that attached map.** IUPD is providing safety and traffic control throughout the event.*

Please let us know if you have any questions.

Best,

Emergency Response

1. Recreational Sports (RecSports) will have four (4) EMT/EMR certified Risk Management First Responders (RMFR) stationed in the following locations with appropriate emergency equipment including standard FA equipment, UP-PDT kit and AED, radios equipped with earpieces and RecSports accident/incident reports.

Location	On-site at location	RMFR (TBD)
SRSC First Aid tent	9:30 AM	
Between color zones 1 (east entrance to SPH) and 2 (north side of the Neal Marshall Center)	10:45 AM	
At color zone 3 on Sunrise	10:45 AM	
Central Campus near the water stop on the back side of the IMU	10:45 AM	

2. RecSports Risk Management will make arrangements for ALS (Advance Life Support) personnel with non-transport vehicle coverage for the event.
3. A map of the event route with IUPD coverage locations indicated can be found on the last page of this document. IUPD will be responsible for managing traffic along the event route. The RecSports Director of Risk Management, Mike Grannan, will distribute the route map to emergency response personnel prior to the event.

4. The RecSports Operations unit & other professional staff assigned to event route logistics will be responsible for setting up IU barricades along the race route as designated on the map. They will also come behind the trailing IUPD bike officer to remove barricades.
5. The City of Bloomington will provide hard barricades at the intersections of 7th/Indiana and 4th/Indiana. The barricades will be dropped off on Friday and slid in place by RecSports staff Saturday morning to be filled by the Bloomington Fire Department at 10am. Once the participants have cleared that location as indicated by the trailing IUPD bike officer, the barricades will be emptied and moved to the side. IUPD will also have officers stationed at these barricades for additional traffic control.
6. Mike Grannan will be responsible for inspecting the course and insuring that IUPD, the Risk Management First Responders and emergency response units are in their designated locations with appropriate equipment prior to the start of the event.
7. Sgt. Will Keaton is the point of contact for IUPD and will have officers stationed throughout the course as indicated on the enclosed map. The lead and trailing officers are in constant contact with the other officers providing route coverage in order to effectively and safely manage traffic. IUPD coverage plan will be finalized 2 weeks prior to the event.
8. EMS non-transport vehicle will be stationed on Woodlawn Avenue in the alley to the west of Ernie Pyle Hall. They will be on-site from 10:30am-12:30pm. After that time the RecSports RMFR will continue to be stationed at the SRSC loading dock area until the event ends at 1:30pm.
9. Volunteers will be given the following instructions on a sheet of paper to have with them on race day:

IMPORTANT SAFETY INFORMATION

The safety of the participants and volunteers is of utmost importance to us. In the event of a medical or other emergency:

- **Call 911 immediately**
- Then call 812-855-3225 (Recreational Sports emergency phone)

Please note that IUPD officers are stationed throughout the race route so emergency personnel can be on the scene quickly.

PLEASE RETURN ANY SUPPLIES TO THE INFORMATION TENT AT THE SRSC AFTER THE EVENT AND JOIN IN THE DANCE PARTY! THERE WILL BE PLENTY OF POWDER LEFT FOR YOU!

10. The RecSports On-site Professional will monitor the department cell phone.
11. In the event of an accident, the RMFR will attempt to reach EMS personnel (stationed at Woodlawn & 7th Street) via radio on Channel 3. If the ambulance service cannot be reached after two attempts, then the RMFR is directed to call a Code Red through Bill Garrett Fieldhouse (BGF) Member Services.
 - a. Mike Grannan will respond to all accidents/incidents that occur on the course to ensure continuity and efficiency of care in coordinating between EMS and RecSports Risk Management First Responders.
12. All Recreational Sports personnel and volunteers will be directed to call 911 first in the event of an emergency. EMS on site and IUPD will both then be alerted by the emergency dispatcher and will be able to respond quickly.

Communication

1. In the event of an emergency, BGF Member Services will call the On-Site Professional on the department cell phone and radio Mike Grannan who will direct the appropriate RMFR to respond. All others should remain in their assigned locations unless otherwise directed.
2. Staff members will be asked to bring RecSports communication radios to the event to assist with communication. All Operations staff will be issued radios.

Radio assignments – Staff location assignments may be adjusted prior to the event

Person (TBD)	Issued	Area	Radio
Tucker-Ramer, Jason		General	Check out an ext mic radio from SRSC- MG will get you the earpiece
Geary, Chris	*	General	Issued
Special Event PAs – Haley & Jacqueline		General	Check out an ext mic radio from SRSC- MG will get you the earpiece
Mirza, Anmar	*	Risk Mgmt	Scanning radio w/ earpiece
Grannan, Mike	*	Risk Mgmt	Scanning radio w/ earpiece
RMFR (4)		Risk Mgmt	Mike will get Radios from SRSC for RMFRs
IUPD (2)		Risk Mgmt	Mike will distribute one or two radios to IUPD
IU Health Ambulance		Risk Mgmt	Anmar will distribute one radio from Mike
Arvin, Chris	*	Race Route	Issued
Horton, Nick	*	Facility Support	Issued
Cox, Tom	*	Facility Support	Issued
Chu, Sabrina	*	Facility Support	Issued
Polley, Will	*	Facility Support	Issued
Edelbrock, Kellen	*	Color Zone Support	Issued
Kucik, Laura		Color Zone 1 – Law Lane	TBD
Miller, Mark		Color Zone 2 – SPH	BGF
Hettinger, Michael		Color Zone 3 – Neal-Marshall	BGF
McGhee, Mandy		Color Zone 4 - Teter	SRSC
Hey, Brooklyn		Color Zone 5 -	TBD
Chopra, Chris		Water Stop 1	BGF
Ferguson, Allison		Water Stop 2	BGF
McNamara, Grace	*	Volunteers – Sample Gates	Issued
Bowdoin, Brady	*	Volunteers – SRSC	Issued
Jones, Rebecca		Volunteers – Neal Marshall	TBD
Pickett, Jess		SRSC Dance Party	SRSC
Fitzgerald, Ryan		Race Route Logistics	BGF 290 general radio
James, Rylea		Race Route Logistics	TBD
Landrum, Katie	*	Emcee	Issued

3. Radio communication for the race will take place on Channel 3 as to not interfere with other RecSports radio communication. Mike Grannan's radio will scan channels 1 & 3.
4. **Important-** After the race, staff will be reminded to turn their radio in immediately upon their return to the SRSC before it gets saturated with powder. The radios that get powder on them **must** be cleaned and inspected before they get returned to the respective buildings for check out.

Inclement Weather Plan

This plan addresses issues including wind, rain, thunder & lightening and tornados.

Monitoring of Weather Conditions

- Although many RecSports staff will be monitoring weather conditions via cell phone, the Member Service Leads at the Student Recreational Sports Center (SRSC) along with the RM Coordinator and or Assistant Director will be tasked with this responsibility and will communicate directly with Mike Grannan.

Rain Rates

<0.10 inches per hour	Light
0.10-.30 inches per hour	Moderate
>.30 inches per hour	Heavy

Communication

- At 6am Chris Geary, Jason Tucker-Ramer and Tom Cox will report to the SRSC to evaluate weather conditions and work with Markey's (sound and stage) to determine set up options in the event of inclement weather.
- Official communication to RecSports staff regarding event cancellation or postponements will be handled over the radio by Mike Grannan.
- Social media and the JB5K.com website will be used to communicate with event participants. Member Services in both buildings will also be notified of any updates in order to be able to respond to questions that come in via the Recsport email account or those received by phone.
- Announcements to participants at the event will take place via announcements from the emcee and posts on Instagram. In the event that inclement weather is predicted, an email will be sent to participants with additional instructions. A set up call on sound/stage will need to be made by 6:30 am.
 - Markey's will bring GFI break switches to protect staff and equipment
 - Markey's will adhere to their weather decision matrix (see appendix) for set up limitations.
- Mike Grannan will make the call regarding the use of the truss systems at the stage and start/finish area. If wind gusts are predicted to exceed 15 miles per hour, the truss WILL NOT be set up.

Race Route

Prior to the start of the event

- If lightning is detected within 10 miles of campus using WeatherSentry tracking software, the event start will be postponed 30 minutes. This will continue until noon at which time the event will be cancelled.
- The following announcement will be made several times prior to the start of the event:

Good morning everyone and welcome to Campus Recreational Sports' Annual Jill Behrman Color the Campus 5K. **For your safety and the safety of all race personnel, if you see lightning or hear thunder**

during the event, please seek shelter in the nearest campus building closest to wherever you are on the route. If while you are on the course and you get to a color zone or water station and no one is there, they have evacuated due to safety concerns and you should do the same.

In the event of weather that requires event stoppage

- If lightning is seen or thunder heard, the race will be stopped and participants, RecSports staff and volunteers will be instructed that they are advised to seek shelter immediately. If there is a sound system in the area – they will be instructed to take it with them if possible.
- In the event of the 10-mile notification, Mike Grannan will monitor the track and make the call.
- Notifications
 - IUPD will be notified via radio by Mike Grannan
 - RecSports staff will be notified via radio by Mike Grannan –
 - Staff should notify participants and volunteers in their area and evacuate to the nearest facility taking radios and any portable sound systems with them if possible.
 - Evacuation options for color zones, water stops and entertainment are listed below.
 - JB5K Committee will be notified via Group Me
 - RecSports Outreach will update social media
- IUPD officers will assist RecSports staff as needed; however, their focus will remain on traffic flow and pedestrian safety. Officers will verbally advise participants of any safety concerns and/or have a few squad cars make announcements over the PA system as they drive by.
- Participants will not be forced to seek shelter, though it would be in their best interest if lightning should occur.
- Golf carts are not considered vehicles and should be parked, and the driver and any passengers should take the cart key and seek shelter in the nearest building.
- Kubotas are considered vehicles so they can remain on the road and will be used to drive the course to notify any remaining participants.

Markey's Sound and Stage Weather Decision Matrix

WEATHER DECISION MATRIX

		Department Affected				
		Speakers Ground Supported	Sound Electronics	Video, Projection & Display	Temp Structure, staging/décor	FOH Control Area
THREAT OR CONDITION	Light to Moderate Rain	COVER	COVER	COVER	MONITOR	MONITOR
	Heavy Rain	SECURE & COVER	SECURE & COVER	SECURE & COVER	SECURE & COVER	SECURE & COVER
	Flooding or Saturated Turf	MONITOR or RELOCATE	MONITOR or RELOCATE	MONITOR or RELOCATE	MONITOR or RELOCATE	MONITOR or RELOCATE
	Thunder Heard Lightning Seen	MONITOR	MONITOR	MONITOR	MONITOR	MONITOR
	Thunderstorm Watch	MONITOR	MONITOR	MONITOR	MONITOR & follow HWAP	MONITOR
	Thunderstorm Warning	SECURE & COVER	SECURE & COVER	SECURE & COVER	SECURE & COVER	SECURE & COVER
	Winds 15-25 MPH	LOWER & SECURE	LOWER & SECURE	LOWER SCREENS & SECURE	LOWER & SECURE	LOWER & SECURE
	Winds 25-40 MPH	LOWER & SECURE	SECURE	LOWER SCREENS & SECURE	SECURE, follow HWAP	SECURE
	Winds +40 MPH or Tornado Warning	LOWER & SECURE	SECURE & COVER	SECURE & COVER	SECURE, follow HWAP	SECURE & COVER
	Heat Index	MONITOR	MONITOR	MONITOR	MONITOR	MONITOR
	Windchill (working outdoors)	MONITOR	MONITOR	MONITOR	MONITOR	MONITOR
	Snow Emergency					

City of Bloomington

PARADE PERMIT APPLICATION

The purpose of this application is to promote and protect the safety of both the general public and parade participants.

Organization name and mailing address: IU Recreational Sports
1601 Law Lane, Bloomington, IN 47408

Contact person and phone number: Chris Geary 812-856-0636
Jason Tucker-Ramer 812-856-0296

Information regarding proposed parade:

Date: April 5, 2025

Time of commencement: 11:00 am

Expected duration: 3 hours (Roads closed for 2 hours around campus, except Law Lane between Eagleson/Union.
Proposed route of Parade - commencement point, route, ending point:

Law Lane, Fee, 10th, Sidewalk to 7th, Indiana, Sidewalk
to E Kirkwood, Forest, 7th, Sunrise Dr, 10th, Eagleson, Law Lane

Expected number of participants: 750

Please describe general make-up of the parade, including such information as Vehicles used, floats, bands, animals, etc.

This is a fun run/walk and is a
color run.

Traffic control shall be supplied by IUPD

At the following points on the parade route: All Intersections.

Barricades placed at 7th/Indiana and 4th/Indiana
Map is attached.

NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

IUPD. Point of Contact is Will Keaton

Confirmation received from Law Enforcement agency providing parade route traffic control: 2/11/25 (date).

Signature of Person requesting Permit

Permit Granted X

Permit Denied

Will Keaton
Chief of Police, Bloomington, Indiana

2/17/25
Date

Action taken by Police Department:

The permit is granted , with the following conditions:

The permit is denied
For the following reasons:



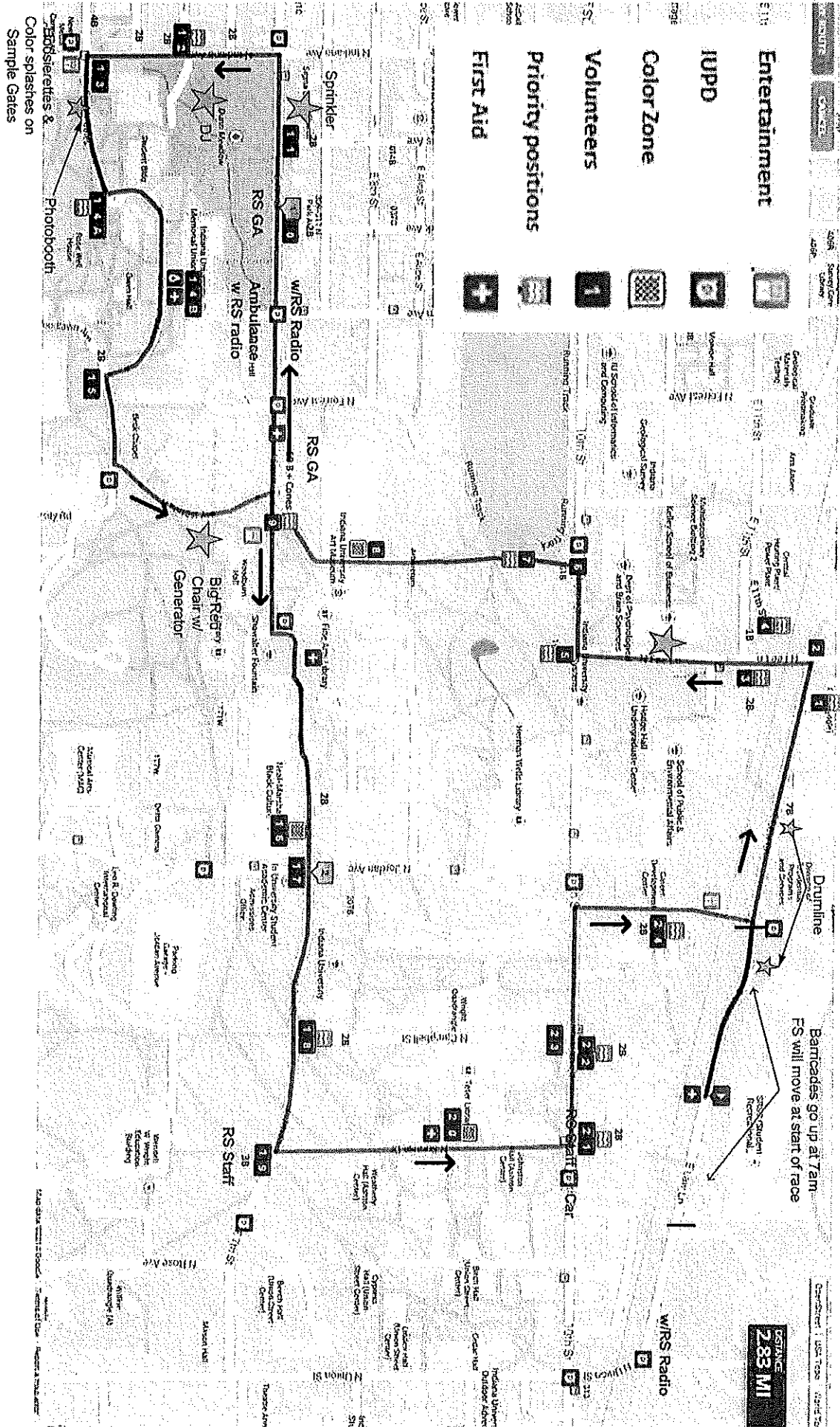
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Old Crescent Insurance Company / Indiana University

Certificate of Insurance

Insured

The Trustees of Indiana University
c/o INLOCC
2805 E. 10th St, Rm 110
Bloomington IN 47408

02/13/2025 Certificate 9144

This certificate is issued as matter of information, only, and conveys no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage

Insurer A: Old Crescent Insurance Company
Insurer B: Travelers
Insurer C: Star Insurance Company
Insurer D: StarNet Insurance Co.
Insurer E: United Educators

Insurer F: XL Specialty Ins. Co.
Insurer G: Columbia Casualty Co.
Insurer H: Allied World Ass. Co
Insurer I: Westchester
Insurer J: Liberty Mutual

Should any of the below described policies be cancelled before the expiration date thereof the issuing company and/or The Trustees of Indiana University will endeavor to mail 30 days written notice to the certificate holder named below, but failure to do so shall impose no obligation or liability of any kind upon the company or the Trustees of Indiana University, their agents or representatives.

The policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

Insr Ltr	Type of Insurance	Policy Number	Policy Dates	Limits	
A	GENERAL LIABILITY Commercial General Liability – Occurrence including Contractual Excess of \$100,000 retention Includes coverage for Professional Liability excluding Medical Malpractice	GLEx-1v	02/01/2025 – 02/01/2026	Each Occurrence	\$5,000,000
				Fire Damage	\$5,000,000
				Personal & Adv Injury	\$5,000,000
				General Aggregate	\$5,000,000
				Products/Comp Ops	\$5,000,000
				Liquor Liability	\$5,000,000
A	VEHICLE LIABILITY All licensed vehicles owned, leased, rented by or for, or driven on behalf of Indiana University (Excess of \$100,000 retention)	AEx-1v	02/01/2025 – 02/01/2026	Combined Single Limit	\$5,000,000
A	CYBER LIABILITY	CLEx-1d	02/01/2025 – 02/01/2026	Each Occurrence	\$2,000,000
E	EXCESS LIABILITY Layer 1	G74-67K	02/01/2025 – 02/01/2026	Aggregate	\$30,000,000
H		03127174	02/01/2025 – 02/01/2026	Aggregate	\$10,000,000
I		G48651033 001	02/01/2025 – 02/01/2026	Aggregate	\$5,000,000
J		1000703819-01	02/01/2025 – 02/01/2026	Aggregate	\$5,000,000
C	WORKERS COMPENSATION & EMPLOYERS LIABILITY (excess of \$850,000/claim retention)	WCE-0953273-25	02/01/2025 – 02/01/2026	Each Occurrence	Statutory + \$1M
				Employers Liability	\$1,000,000
A	PROPERTY (Incl Boiler, Flood, Earthquake) Sub-limits may apply. Excess of \$100,000 retention.	ARP-1v	02/01/2025 – 02/01/2026	Each Occurrence	\$5,000,000
B	EXCESS PROPERTY	KTK-CMB-5647P70-9-25	02/01/2025 – 02/01/2026	Each Occurrence	\$1 billion
F	FINE ART (pro rata: 60% share)	UMA0010548SP25A	02/01/2025 – 02/01/2026	Each Occurrence	\$360 million
D	FINE ART (pro rata: 40% share)	HBB-000528-FA03	02/01/2025 – 02/01/2026	Each Occurrence	\$240 million
A	MEDICAL MALPRACTICE (coverage subject to Indiana statutes) Includes \$1 million out-of-state coverage. This includes participation in the Indiana Patient Compensation Fund with current statutory limits.	HL-1v	02/01/2025 – 02/01/2026	Statutory	\$500,000
G	EXCESS MEDICAL MALPRACTICE (out-of-state, only)	HMC 1064386826	02/01/2025 – 02/01/2026	Aggregate	\$2,000,000

Description of operations/locations/vehicles/exclusions added by endorsement/Special Provisions:

To provide proof of various insurance coverages by The Trustees of Indiana University for The Annual Jill Behrman 5K Color Run on the date shown below. The City of Bloomington is listed as additional insured per form CG 20 26 04 13.

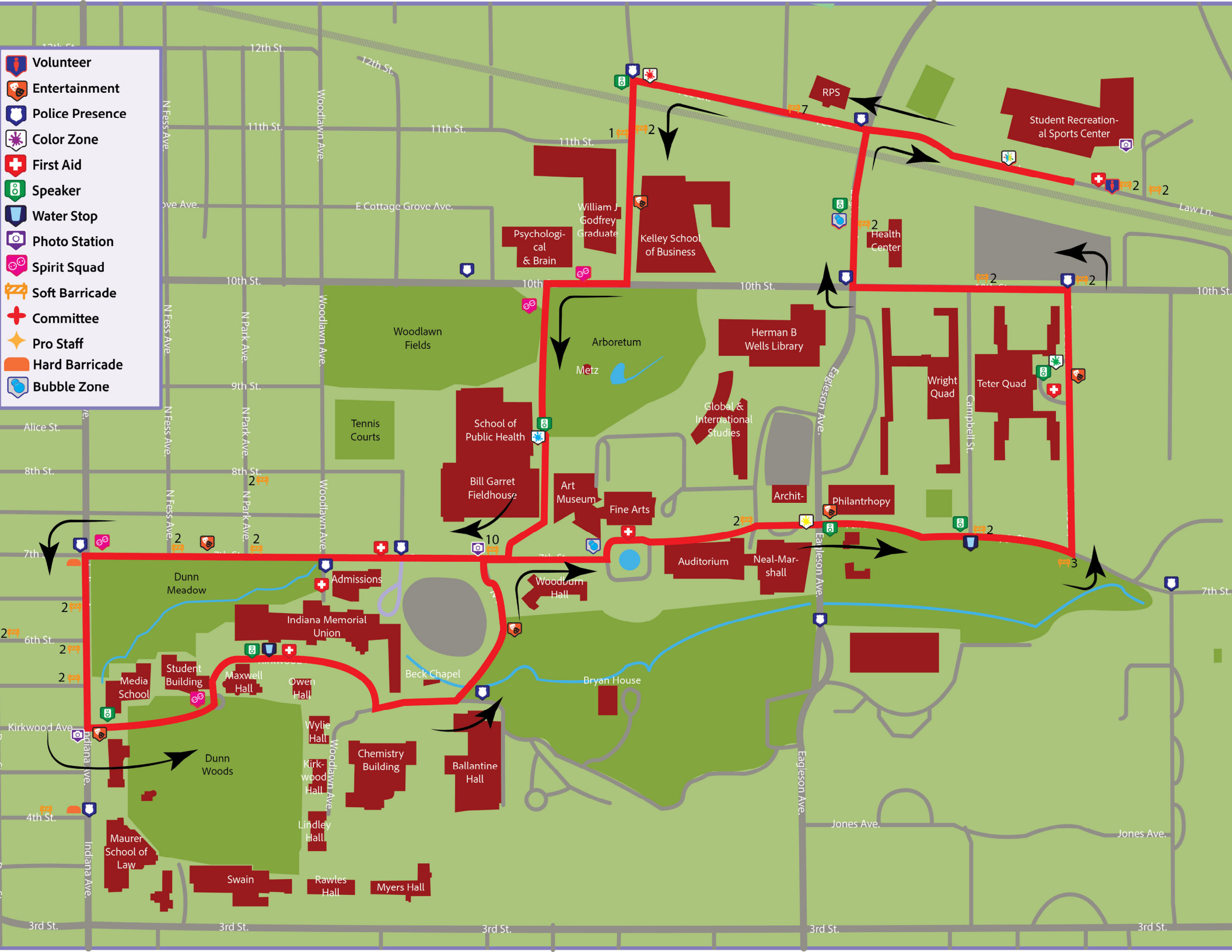
Certificate Holder:
City of Bloomington
401 N. Morton Street, Suite 150
PO Box 100
BLOOMINGTON IN 47402

Authorized signature
Approved by: **Kutina L. England**

The signer of this document is authorized to represent the coverages of the Old Crescent Insurance Company. In addition, the signer is authorized to make representations of the other coverages outlined on this certificate of insurance based on policy information on file at the Indiana University Office of Insurance, Loss Control and Claims. Certificate of insurance for the other insurance companies indicated on this certificate may be obtained, if necessary.

Effective dates: 04/04/2025 — 04/06/2025

- Volunteer
- Entertainment
- Police Presence
- Color Zone
- First Aid
- Speaker
- Water Stop
- Photo Station
- Spirit Squad
- Soft Barricade
- Committee
- Pro Staff
- Hard Barricade
- Bubble Zone





Board of Public Works Staff Report

Project/Event:	Groups Scholars Program Spring Block Party
Petitioner/Representative:	Troy Thomas, Jr., Groups Scholars Program, Indiana University
Staff Representative:	Cassie Werne, Special Projects and Operations Manager
Date of Event:	Saturday, April 12, 2025
Date of Board Meeting:	Tuesday, March 11, 2025

Report:

Indiana University Groups Scholars Program is sponsoring a Spring Block Party on Saturday, April 12, 2025 from 2 to 6pm with a setup / teardown time of 10am and 8pm.

For the block party, Eagleson Avenue between 7th Street and 3rd Street will be closed. IUPD and private security will provide traffic control for the event. Barricades and signage will be provided by IU Facilities. Will Keaton, IUPD Captain and Special Events Coordinator, has signed off on and will be supporting the event.

The Spring Block Party is a collaboration between the Groups Scholars Program, Hudson Holland Program, the Neal-Marshall Black Culture Center, Black Student Union, and Black Men Evolve student groups. The event highlights local art, music, and food.

**BOARD OF PUBLIC WORKS
RESOLUTION 2025-015
GROUPS SCHOLARS PROGRAM SPRING BLOCK PARTY 2025**

WHEREAS, the Board of Public Works is empowered by I.C. § 36-9-6-2 to supervise city streets; and

WHEREAS, the Groups Scholars Program (“Program”) would like to have the City close a portion of Eagleson Avenue between 7th Street and 3rd Street; and

WHEREAS, the City of Bloomington encourages and values activities such as block parties as a way for residents to interact and get to know their neighbors and therefore would like to close a portion of Eagleson Avenue between 7th Street and 3rd Street for the Groups Scholars Program Spring Block Party.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Bloomington Board of Public Works declares that Eagleson Avenue between 7th Street and 3rd Street, shall be temporarily closed to motor vehicles from 10:00 am. until 8:00 p.m. on Saturday, April 12, 2025 with a rain date of Sunday, April 13, 2025, so that the Program may stage its neighborhood block party.
2. The Program shall be responsible for posting “no parking” signs at least 24 hours in advance of the street closing. Temporary “no parking” signs may be obtained from the City of Bloomington Department of Public Works.
3. The Program shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. The Program agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. The Program agrees to close the street not before 10:00 a.m. on Saturday, April 12, 2025, and to remove barricades and signage by 8:00 p.m. on Saturday, April 12, 2025. In the event of rain, the Program agrees to close the street not before 10:00 a.m. on Sunday, April 13, 2025 and close the street no later than 8:00 p.m. Sunday, April 13, 2025.
4. The Program shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
5. The Program shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
6. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the event.

7. The Program agrees to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food and/or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trash cans. Clean-up after the event shall be completed by 8:00 p.m. on the day of the event.
8. The Program, its officers, directors, agents, employees, members, successors and assigns, do hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
9. _____, a duly authorized representative of the Program, represents that he/she has been fully empowered by proper action of the Program to bind the Program to the terms and conditions set forth in this Resolution and does so bind the Program by his/her signature set forth below.

ADOPTED THIS 11th DAY OF MARCH, 2025.

BOARD OF PUBLIC WORKS

GROUPS SCHOLARS PROGRAM

Kyla Cox Deckard, President

Signature

Elizabeth Karon, Vice President

Printed Name and Title

James Roach, Secretary

Date:



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

401 N Morton St Suite 120
PO Box 100
Bloomington IN 47402

DEPARTMENT OF PUBLIC WORKS

812.349.3411

Greetings from the City of Bloomington!

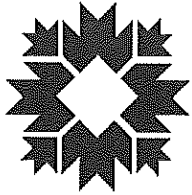
This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance when possible

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington



CITY OF BLOOMINGTON

NEIGHBORHOOD BLOCK PARTY APPLICATION

City of Bloomington
401 N. Morton Street, Suite 120
Department of Public Works
812-349-3411

1. Applicant Information

Contact Name:	Trey T. Thomas Jr.		
Contact Phone:	812-855-8286	Mobile Phone:	
Title/Position:	Academic Advisor		
Neighborhood:	Campus		
Address:	308 19th St		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	thomas98@iu.edu		
Neighborhood E-Mail and URL:			
Org Phone No:		Fax No:	

2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	Groups Scholars Program		
Address:	300 N. Eagleson Ave		
City, State, Zip:	Bloomington, IN 47403		
Contact E-Mail Address:	thomas98@iu.edu		
Phone Number:	812-855-8286	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Date(s) of Event:	April 12 th / Prelim Date April 13 th	
Time of Event:	Date: April 12 th Start: 2pm	Date: April 12 th End: 6pm
Setup/Teardown time Needed	Date: April 12 th Start: 10am	Date: April 12 th End: 8pm
Calendar Day of Week:	Saturday	
Description of Event:	Community Event Highlighting Campus & local art, food, music, & entertainment Local food trucks	
Street(s) you wish to close	7 th & Eagleson through Jones Ave & Eagleson	
Expected Number of Participants:	300-350	Expected # of vehicles (Use of City Parking spaces): None

NEIGHBORHOOD BLOCK PARTY YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at
<input checked="" type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> • Determine if No Parking Signs will be required
<input checked="" type="checkbox"/>	Noise Permit application
<input checked="" type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

8.

CHECKLIST

<input checked="" type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Detailed Map <input checked="" type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) and date going before the Board of Public Works (contact ESD at 812-349-3418 for date) <input checked="" type="checkbox"/> Maintenance of Traffic Plan <input checked="" type="checkbox"/> Noise Permit Application (if applicable) <input checked="" type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input checked="" type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input checked="" type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

NOTE: The City of Bloomington reserves the right to cancel any event at any time should such event begin to threaten public safety or if an emergency necessitates cancellation.

Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3411

Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact Miranda Beaver with any questions: (812) 349-3411 or miranda.beaver@bloomington.in.gov

Event and Noise Information

Name of Event:	Spring Black Party			
Location of Event:	Campus (Eagleson Ave)			
Date of Event:	April 12, 2025	Time of Event:	Start: 2:00pm	End: 6:00pm
Calendar Day of Week:	Saturday			
Description of Event:	Community event highlighting campus & local art, food, music, & Entertainment. Local food trucks			
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:	Troy T. Thomas Jr		
Organization:	Groups Scholars Program	Title:	
Physical Address:	300 N Eagleson Ave		
Email Address:	thomas98@iu.edu	Phone Number:	812-855-8286
Signature:		Date:	01-24-2025

FOR CITY OF BLOOMINGTON USE ONLY

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

Date

James Roach, Secretary

Waste and Recycling Management Plan Template (Only if you anticipate over 100 participants)

Event name: Block Party SF 25
Number of expected attendees: 300-350
Number of food vendors: _____
Number of other vendors: _____

Designated waste and recycling manager: This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be in charge of overseeing the implementation of the waste and recycling management plan.

Event map: In the event map you submit with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas (such as dumpsters) and the path for access by waste haulers.

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees.
ClearStream recycling bins are available for use through Downtown Bloomington, Inc.

Targeted waste: Please enumerate the types of waste expected at the event and plans for collecting each type of item using the following table. Examples are listed, but feel free to modify as appropriate.

Type of waste	Collection plan
<Containers>*	<Recycling, composting, etc.>
<Mixed paper>	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

*Note that "compostable" plastics are only compostable in industrial composters, which are not available in the Bloomington area. If you opt for compostable items at your event, ensure that they are compostable paper rather than plastic.

Collection and hauling system: Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc.

Events with over 100 attendees must provide staffed (by paid staff or volunteers) waste management stations to ensure that materials are separated according to the waste and recycling management plan.

Vendor and volunteer education and training: Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling.

Materials and supplies: List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.

Designation of duties: Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.

Waste and Recycling Management Plan Template

Types of Waste

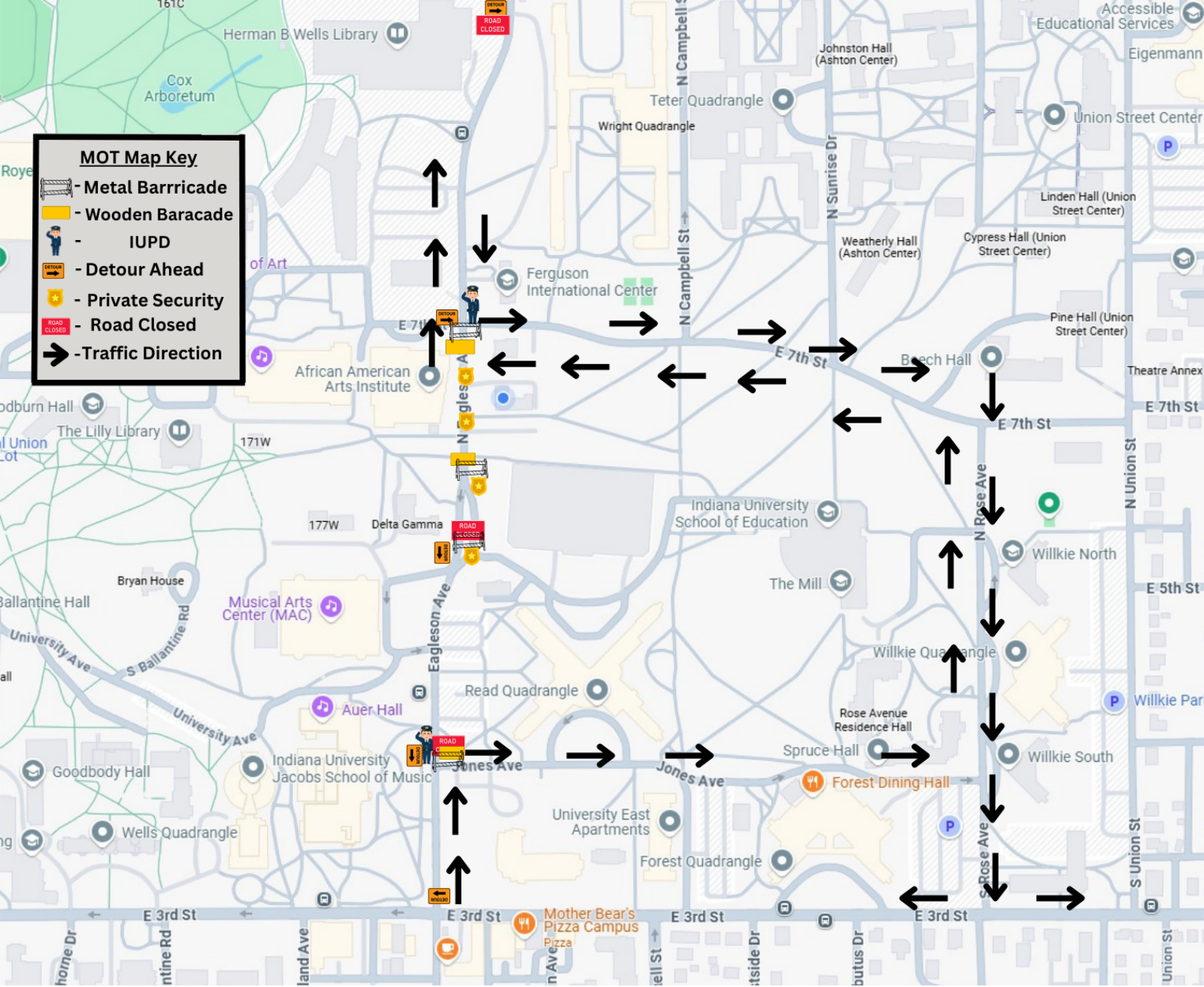
Type of Waste	Collection Plan
Container	Waste Bins
Mixed paper	Recycling Bins
Food Waste	Waste Bins, or composting (vender responsibility)
Aluminum	Recycling bin

- Collection of all trash will be delivered to designated dumpsters located on campus near the event. Prior notice will be given to the university waste management department to announce the large amount of waste for this day.
- Vendors and Volunteers will be given information packets outlining the designated areas for the waste removal as well as provided with a large bin to collect waste and are responsible for the proper placement of waste into the designated dumpsters.
- Material and Supplies – Large waste bins, labels, signage, bags, and pens.
- Corryn Anderson – Waste Management/Food Operation

For City Of Bloomington Use Only



Date Received:	Received By:	Date Approved:	Approved By:
	Public Works		
	Board of Public Works		
	Bloomington Police		
	Bloomington Fire		
	Economic & Sustainable Development		
	Engineering		
	Office of the Mayor		
	Parking Enforcement		
	Transit		
	Utilities		



Maintenance of Traffic Map

Detour signs will be placed at the following locations:

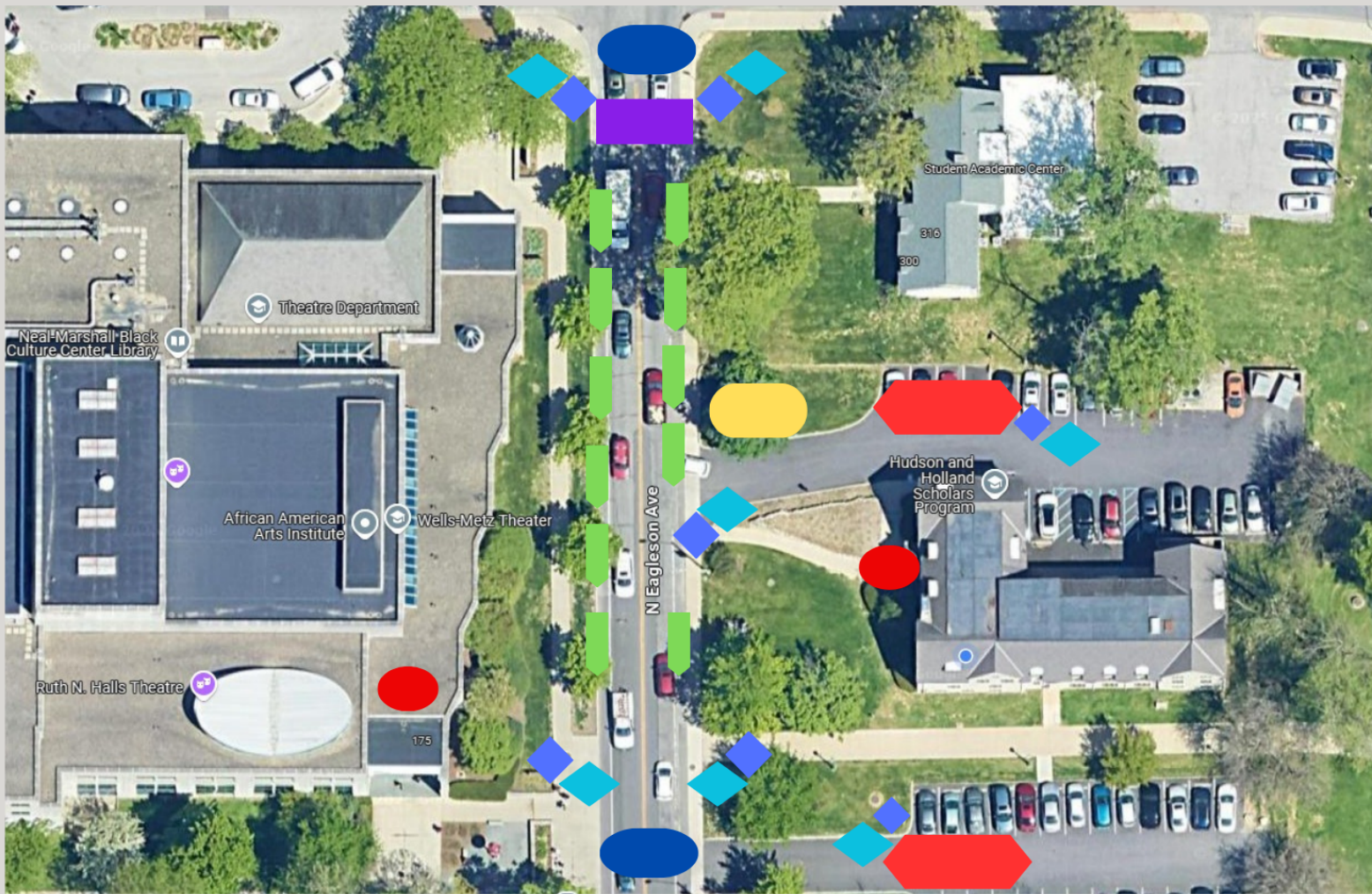
- 3rd and Eagleson Ave.
- Jones Ave. and Eagleson Ave.
- East Garage Exit (traffic only permitted south bound)
- 7th and Eagleson Ave.
- 10th and Eagleson Ave.

Metal or Wooden barricades will be placed at the following locations:

- Jones Ave. and Eagleson Ave.
- 7th and Eagleson Ave.
- East Bridge
- East Garade Exit (traffice only permitted south bound)

IUPD Traffic Controlled areas

- 7th and Eagleson Ave.
- East Parking Garage Bridge
- East Garage Exit (traffic only permitted southbound)
- Jones Ave and Eagleson Ave.



MAP KEY

Event Stage



Check-In location



Trash Receptacles



Recycling Receptacles



Restrooms



Information Tent

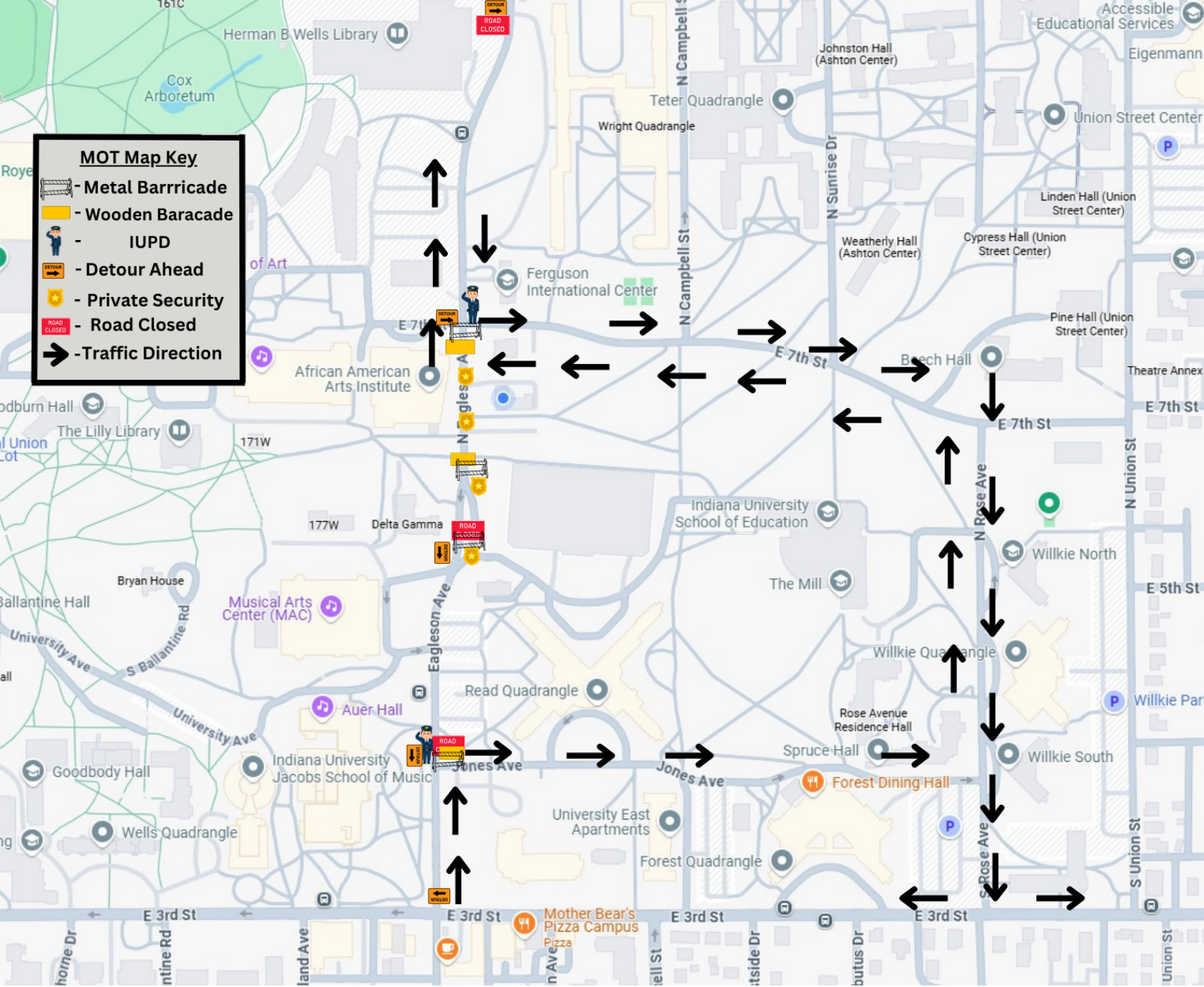


Food Truck



Tables





Maintenance of Traffic Map

Detour signs will be placed at the following locations:

- 3rd and Eagleson Ave.
- Jones Ave. and Eagleson Ave.
- East Garage Exit (traffic only permitted south bound)
- 7th and Eagleson Ave.
- 10th and Eagleson Ave.

Metal or Wooden barricades will be placed at the following locations:

- Jones Ave. and Eagleson Ave.
- 7th and Eagleson Ave.
- East Bridge
- East Garade Exit (traffice only permitted south bound)

IUPD Traffic Controlled areas

- 7th and Eagleson Ave.
- East Parking Garage Bridge
- East Garage Exit (traffic only permitted southbound)
- Jones Ave and Eagleson Ave.



Board of Public Works Staff Report

Project/Event: Amended Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: March 11, 2025

On November 8, 2023 the Board of Public Works approved an outdoor lighting service agreement for street lighting within the Shadow Creek subdivision.

Based upon lack of support from residents who were directly affected by the proposed light location along S Coleman Ct, the Department of Public Works (DPW) requested an amended agreement for six (6) lights instead of seven (7) lights as stated on the original agreement.

Summary of Contract:

Locations: Along S Andrew Cir within Shadow Creek Subdivision

Fixtures: Six (6) 50W LED Traditional Fixtures with a Black Finish

Color Temp: 3,000 Kelvin (Soft Yellow Illumination Pattern)

Poles: Six (6) Aluminum Poles with a Black Finish

Estimated Monthly Charge: \$134.32

Estimated Annual Charge: \$1,611.84

The City will pay the ongoing monthly costs under the XLEF Rate Structure for the life of the system. All of the associated costs with these lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.



CONTRACT COVER MEMORANDUM

TO: Christopher Wheeler
FROM: Christina Smith
DATE: 02.27.2025
RE: Amended Outdoor Lighting Service Agreement with Duke Energy for Shadow Creek Subdivision

Contract Recipient/Vendor Name:	Duke Energy
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Christina Smith
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	NA
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	
Due Date For Signature:	03.11.2025
Expiration Date of Contract:	NA
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$134.32; Annual Costs \$1,611.84
Funding Source:	2202-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Christina Smith

Summary of Contract:

Locations: Along S Andrew Cir within Shadow Creek Subdivision
Fixtures: Six (6) 50W LED Traditional Fixtures with a Black Finish
Color Temp: 3,000 Kelvin (Soft Yellow Illumination Pattern)
Poles: Six (6) Aluminum Poles with a Black Finish
Estimated Monthly Charge: \$134.32
Estimated Annual Charge: \$1,611.84

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$134.32 & \$1,164.84

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No		Yes	No
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

Duke Energy is a sole source provider for street light installation within the public right of way. The City leases street lights from Duke Energy and pays for the installation costs, energy, and maintenance costs with Duke providing the maintenance services. The City does not have the labor force or equipment necessary to provide maintenance services for over 3,000 street lights within the public right of way.

 Christina Smith

Print/Type Name

 Project Coordinator

Print/Type Title

 DPW

Department



INDIANA LIGHTING SERVICE AGREEMENT

Customer Information:
CITY OF BLOOMINGTON
SMITHC@BLOOMINGTON.IN.GOV
..

Project Information:

Indiana

Account Number:

Installation Number:
7010841042

Work Order Number:
54594133

Duke Energy Representative Contact Info:
Craig Barker

This Lighting Service Agreement is hereby entered into this 5th day of February., 2025, between (hereinafter called the “Company”) and CITY OF BLOOMINGTON (hereinafter referred to as the “Customer”) for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company’s Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative Craig Barker

Date Signed 2/5/2025

Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	134.32	0.00	0.00	16118.40	134.32

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
I	006	Light Fixture Traditional LED 50W Black Type III 3000K	5.42	2.31	1.22	8.95	53.70
I	006	Light Pole Style A Direct Buried Aluminum 15ft long Bla	6.67	0.00	0.00	6.67	40.02
I	020	Total Monthly Wire Charge for 10ft 6ALDX UG Bore with C	0.00	0.00	0.00	0.00	0.00
		Subtotals:	\$72.54	\$13.86	\$7.32		
		Estimated Monthly Charge					\$93.72

Additional Monthly Charges				
Service Required	Quantity Required	Description	Unit Price	Sub-Total
I	020	Total Monthly Wire Charge for 10ft 6ALDX UG Bore with C : Total Monthly Wire Charge for 10ft 6ALDX UG Bore with Conduit DEMIN54594133	40.60	40.60
		Estimated Change to Additional Monthly Charge Total <i>excludes any applicable taxes, franchise fees or customer charge</i>		\$40.60

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



OUTDOOR LIGHTING UOLS SERVICE AGREEMENT

PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE ON THE AGREEMENT AND MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

See Section I, below for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Upon request the location information or drawing will be provided for the proposed placement of this lighting equipment.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 Tariff riders and sales tax are not included, which may cause the amounts quoted to fluctuate.

A. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

- Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.
- Annual kWh divided by twelve (12) months equals monthly kWh.
- Annual watt hours divided by 1000 hours equal annual kilowatt hours (kWh).
- Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

LIGHTING LAYOUT DESIGN DISCLAIMER

Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the company and the customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge or based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 3 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The “Schedule of Rates, Classifications, Rules and Regulations for Electric Service”, and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the “Commission”) and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 2 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 2 of this Agreement (“Initial Term”). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion of Company, plus System removal costs.
3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
4. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
5. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
6. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
7. If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
8. Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
9. Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
10. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
11. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
12. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
13. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
14. Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
15. No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
16. Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Light relocated to tree plot



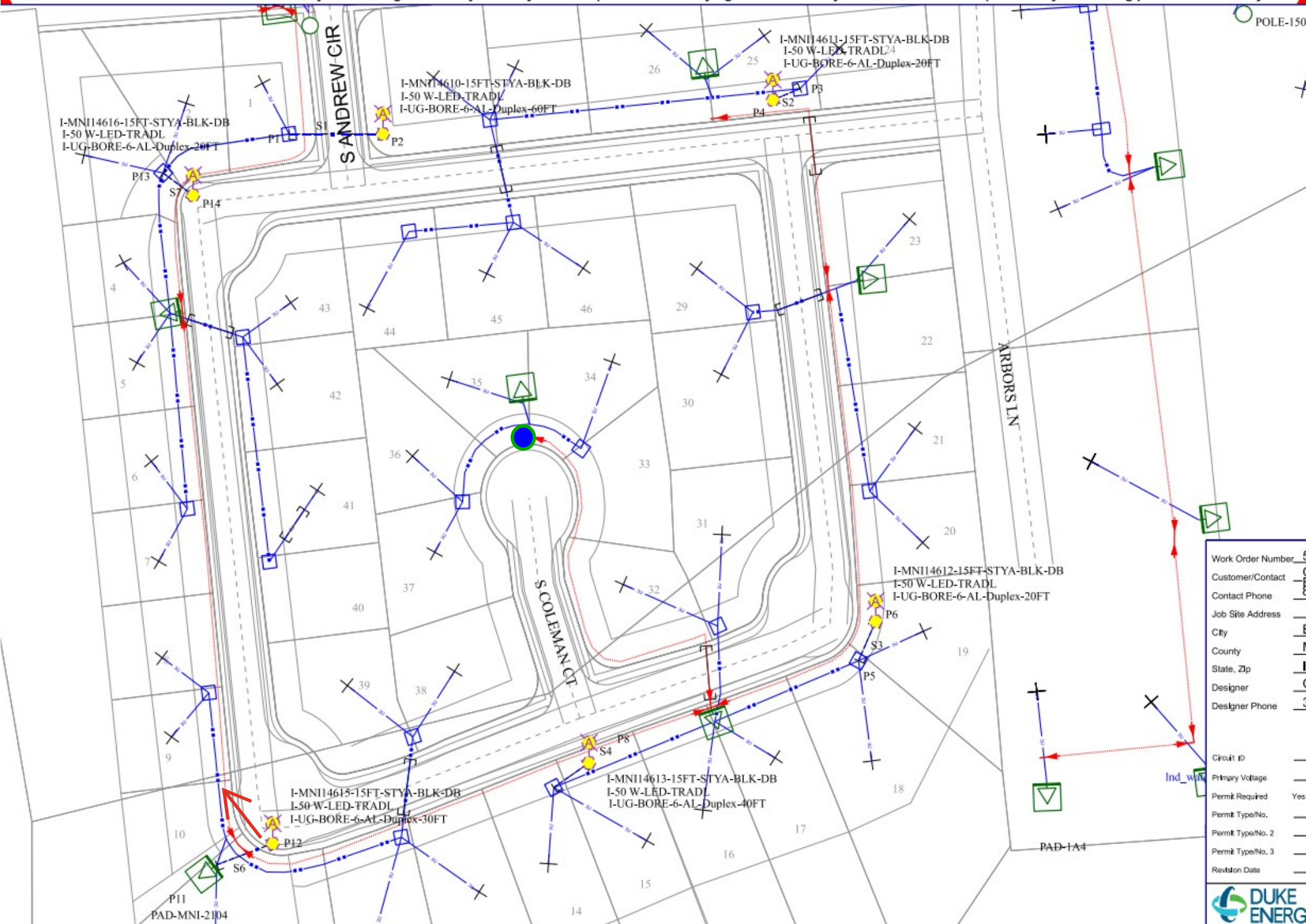
7:
?:
?:



Light removed from S Coleman Ct



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

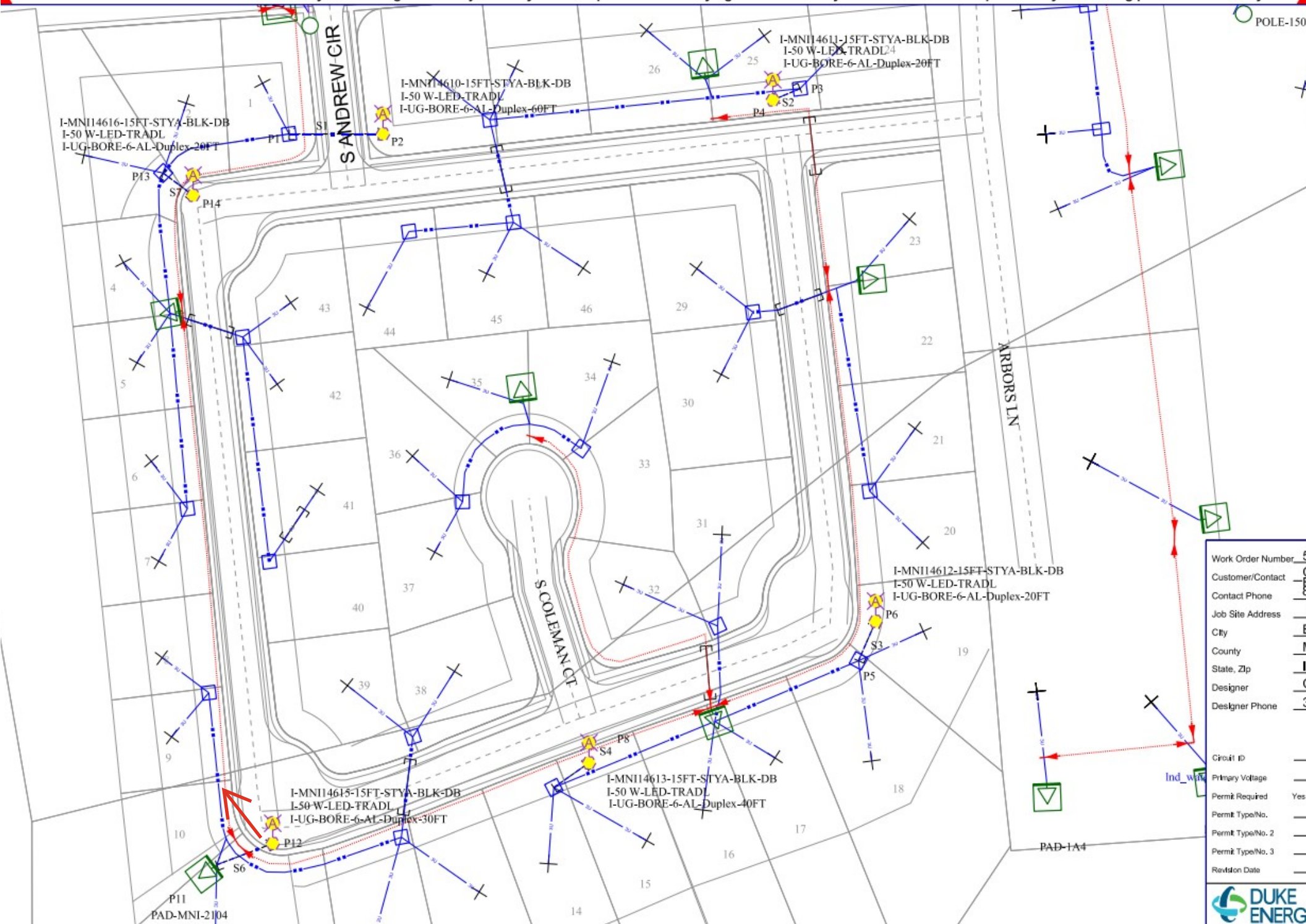


Work Order Number	5
Customer/Contact	C
Contact Phone	8
Job Site Address	
City	E
County	M
State, Zip	I
Designer	C
Designer Phone	3
Circuit ID	
Primary Voltage	
Permit Required	Yes
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	





REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	5
Customer/Contact	C
Contact Phone	8
Job Site Address	
City	E
County	M
State, Zip	I
Designer	C
Designer Phone	3
Circuit ID	
Primary Voltage	
Permit Required	Yes
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	





Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: March 11, 2025

Duke Energy has request the Department of Public Works replace an existing concrete pole and fixture as they are both at the end of their life.

Summary of Contract:

Location: Intersection of E 4th St & N Dunn St

Fixture: One (1) 70 Watt LED Roadway fixture with a grey finish

Color Temperature: 3,000 Kelvin

Pole: One (1) Aluminum pole with a grey finish

Estimated Monthly Charge: \$30.90

Estimated Annual Charge: \$370.80

The City will pay the ongoing monthly costs under the XLEF Rate Structure for the life of the system. All of the associated costs with these lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.



CONTRACT COVER MEMORANDUM

TO: Aleksandrina Pratt
FROM: Christina Smith
DATE: 02/25/2025
RE: Outdoor Lighting Service Agreement with Duke Energy for E 4th St & N Dunn St

Contract Recipient/Vendor Name:	Duke Energy
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Christina Smith
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	
Due Date For Signature:	03/11/2025
Expiration Date of Contract:	
Renewal Date for Contract:	
Total Dollar Amount of Contract:	Mo. Costs \$30.90; Annual Costs \$370.80
Funding Source:	2202-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Christina Smith

Summary of Contract:

Location: Intersection of E 4th St & N Dunn St

Fixture: One (1) 70 Watt LED Roadway fixture with a grey finish

Color Temperature: 3,000 Kelvin

Pole: One (1) Aluminum pole with a grey finish

Estimated Monthly Charge: \$30.90

Estimated Annual Charge: \$370.80

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$30.90 MO;\$370.80YR

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No		Yes	No
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

Duke Energy is a sole source provider for street light installation within the public right of way. The City leases street lights from Duke Energy and pays for the installation costs, energy, and maintenance costs with Duke providing the maintenance services. The City does not have the labor force or equipment necessary to provide maintenance services for over 3,000 street lights within the public right of way.

 Christina Smith

Print/Type Name

 Project Coordinator

Print/Type Title

 DPW

Department



INDIANA LIGHTING SERVICE AGREEMENT

Customer Information:

CITY OF BLOOMINGTON

SMITHC@BLOOMINGTON.IN.GOV

..

Project Information:

Indiana

Account Number:

Installation Number:

7010952416

Work Order Number:

56917902

Duke Energy Representative Contact Info:

Craig Barker

This Lighting Service Agreement is hereby entered into this 5th day of February., 2025, between (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative Craig BarkerDate Signed 2/5/2025

Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	30.90	0.00	0.00	3708.00	30.90

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
I	001	Light Bracket Side Mount Mast Arm Aluminum 4ft long 30i	4.90	0.00	0.00	4.90	4.90
R	001	Light Fixture Cobra Drop Lens High Pressure Sodium 100W	0.00	0.00	0.00	0.00	0.00
I	001	Light Fixture Roadway LED 70W Gray Type III 3000K	3.43	2.31	1.71	7.45	7.45
R	001	Light Pole Direct Buried Aluminum 39ft long Brushed Alu	0.00	0.00	0.00	0.00	0.00
I	001	Light Pole Direct Buried Aluminum 39ft long Brushed Alu	18.55	0.00	0.00	18.55	18.55
		Subtotals:	\$26.88	\$2.31	\$1.71		
		Estimated Monthly Charge					\$30.90



OUTDOOR LIGHTING UOLS SERVICE AGREEMENT

PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE ON THE AGREEMENT AND MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

See Section I, below for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Upon request the location information or drawing will be provided for the proposed placement of this lighting equipment.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 Tariff riders and sales tax are not included, which may cause the amounts quoted to fluctuate.

A. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

- Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.
- Annual kWh divided by twelve (12) months equals monthly kWh.
- Annual watt hours divided by 1000 hours equal annual kilowatt hours (kWh).
- Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

LIGHTING LAYOUT DESIGN DISCLAIMER

Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the company and the customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge or based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 3 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The “Schedule of Rates, Classifications, Rules and Regulations for Electric Service”, and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the “Commission”) and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 2 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 2 of this Agreement (“Initial Term”). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

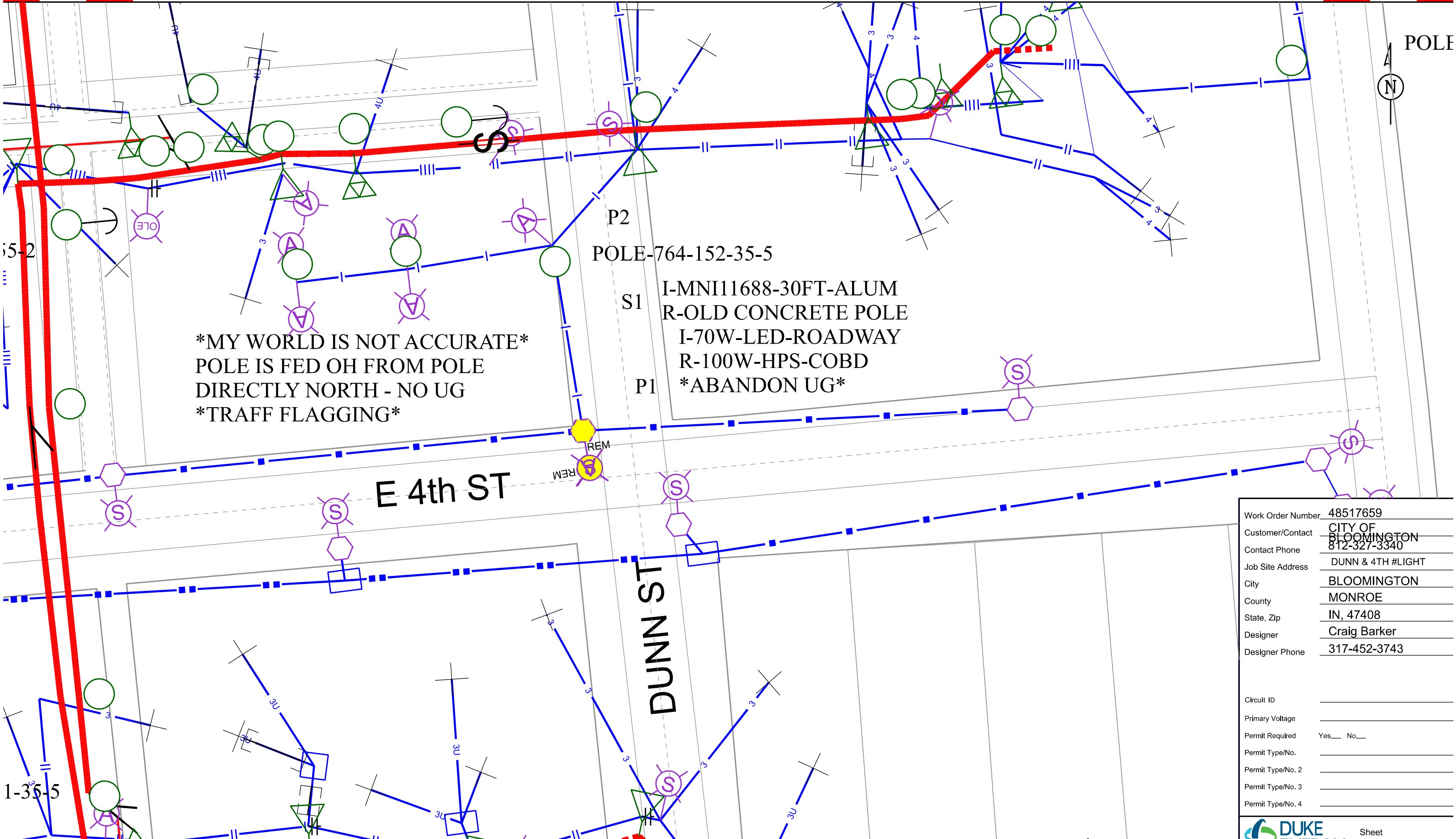
EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion of Company, plus System removal costs.
3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
4. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
5. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
6. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
7. If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
8. Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
9. Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
10. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
11. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
12. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
13. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
14. Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
15. No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
16. Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

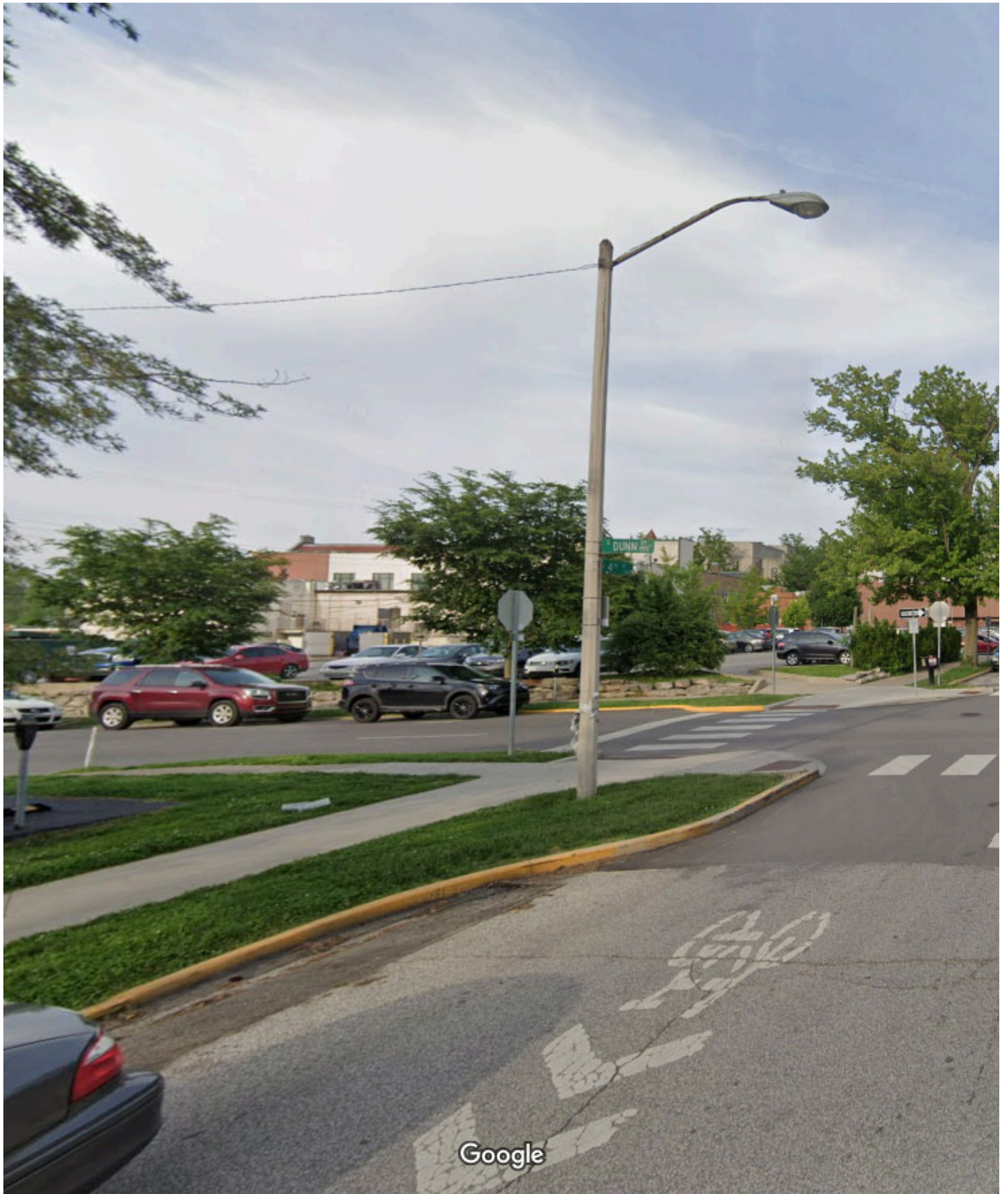


REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	48517659
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	DUNN & 4TH #LIGHT
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47408
Designer	Craig Barker
Designer Phone	317-452-3743

Circuit ID	
Primary Voltage	
Permit Required	Yes___ No___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



Google



Board of Public Works Staff Report

Project/Event:	Music at the Museum
Petitioner/Representative:	IU Museum of Archaeology and Anthropology
Staff Representative:	Miranda Beaver
Date of Event:	May 8, 2025
Date of Board Meeting:	March 11, 2025

Report: The Indiana University Museum of Archaeology and Anthropology is requesting a noise permit for their event Music at the Museum. This free event will take place on Thursday May 8th from 5:30 pm to 7:30 pm. This is a public event that is being hosted to uplift local bands in the Bloomington community. The Department of Public Works ask that you approve this noise permit.



NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3410

Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact Public Works with any questions: (812) 349-3411 or public.works@bloomington.in.gov

Event and Noise Information

Name of Event:	Music at the Museum			
Location of Event:	Museum lawn (between 8th and 9th streets, off of Indiana Ave)			
Date of Event:	May 8, 2025	Time of Event:	Start: 5:30 pm	
Calendar Day of Week:	Thursday		End: 7:30 pm	
Description of Event:	This event is a free, public event that uplifts local bands in the Bloomington community.			
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:	Shelbie Porteroff		
Organization:	IU Museum of Archaeology and Anthropology	Title:	Education Coordinator
Physical Address:	416 N Indiana Ave, Bloomington, IN 47408		
Email Address:	portersl@iu.edu	Phone Number:	502-558-8860
Signature:	<i>Shelbie Porteroff</i>	Date:	02/24/25

FOR CITY OF BLOOMINGTON USE ONLY

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Date

Elizabeth Karon, Vice-President

James Roach, Secretary

REGISTER OF PAYROLL CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/7/2025	Payroll				701,829.38
					<u>701,829.38</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 **\$ 701,829.38**

Dated this 11th day of March year of 2025.

_____	_____	_____
Kyla Cox Deckard, President	Elizabeth Karon, Vice President	James Roach, Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Resolution to Uphold Order to Remove at
1205 S Madison St

Petitioner/Representative: HAND

Staff Representative: Michael Arnold

Meeting Date: March 11, 2025

November 7, 2024	Certificate of Appropriateness from HPC for Full Demolition
January 31, 2025	Order to Remove
March 11, 2025	BPW Meeting

This is a property that had a previous Order to Repair. The owner presented the property to the historic Preservation Commission and received a Summary of Work Approval for Full Demolition. HAND is issuing the Order to Remove to ensure the demolition is completed in a timely manner. The Unsafe Building Law requires a hearing and for the Resolution to be upheld by the Board of Public Works

**BOARD OF PUBLIC WORKS
RESOLUTION 2025-10
Unsafe Order for 1205 S. Madison Street, Bloomington, Indiana**

WHEREAS, the City of Bloomington Housing and Neighborhood Development (“HAND”) issued an **Order To Uphold the Order to Remove** on real estate located at 1205 S. Madison St., Bloomington, Indiana (the "Property") because the structure is unsafe as defined by both Indiana Code 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, HAND issued an Order to the owner of record for the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code 36-7-9 *et seq.* and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, the Board of Public Works heard testimony and reviewed evidence on this Order at its Regular Meeting of Tuesday, March 11, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF PUBLIC WORKS HEREBY:

- ☐ Affirms the Order issued by HAND on January 31st, 2025.
- ☐ Rescinds the Order issued by HAND on January 31st, 2025.
- ☐ Modifies the Order issued by HAND on January 31st, 2025. This modification is less stringent than HAND's original Order and now requires the property owner to take the following actions:

So Ordered this 11th day of March, 2025.

By: _____
Kyla Cox Deckard, President of the Board

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as a voluntary act and deed.

Signature of Notary Public

Date Commission expires

Name of Notary Public

County of Residence

Commission Number: _____



**CITY OF
BLOOMINGTON**
HOUSING AND NEIGHBORHOOD DEVELOPMENT

January 31, 2025

Ana Isabel Carrasqual
3497 E Saddlebrook Ct
Bloomington IN 47401

**UNSAFE BUILDING
ORDER TO REMOVE**

RE: Structure(s) located at 1205 S Madison St, Bloomington IN 47403
Legal description of relevant property: 015-24790-00 Dodds Lot 41 & Vac Alley

You are the recorded owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(5), you are hereby **ORDERED to REMOVE THE STRUCTURE(S)** at the above-referenced property within **60** days, to wit: by 12 midnight local time on **April 15, 2025**

The following actions must be taken to comply with this Order:

1. **Contact Monroe County Building Department regarding Demolition Permit requirements**
2. **Immediately seal the structure to prevent unauthorized access**
3. **Remove the unsafe structure after appropriate permits have been issued**
4. **Backfill the foundation/crawl space, seed and straw with appropriate materials**
5. **Contact the HAND department when work is completed**

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO REMOVE** is being issued as a result of inspection(s) conducted by HAND on January 24, 2024. The inspection(s) revealed that the property is:

☒ In an impaired structural condition that makes it unsafe to a person or property;

☐ A fire hazard;

☐ A hazard to the public health;

☐ A public nuisance;

☐ Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:
; and/or

☐ Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

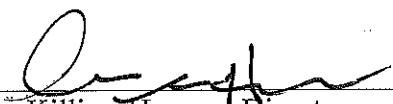
The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on March 11, 2025**. The hearing will take place in the City's Common Council Chambers, located at 401 North Morton Street, Bloomington, Indiana. You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

Failure to comply with this Order by the deadline(s) imposed may result in the City issuing citations for violations of the B.M.C., civil penalties being assessed against you, a civil suit being filed against you, the City making the necessary repairs (either by itself or via the use of an independent third-party contractor) and placing a lien on the Property to recover costs associated with this action, and/or demolition of the Property.

You must notify the City's HAND Department within five (5) days if you transfer title, or if another person or entity agrees to take a substantial interest in the Property. This notification shall include the full name, address and telephone number of the person or entity taking title of or substantial interest in the Property. The legal instrument used in the transfer must also be supplied to the HAND Department. Failure to comply with this notification requirement may render you liable to the City if a judgment is entered for the failure of the City to provide notice to persons holding an interest in the Property.

If you have questions regarding this Order, please feel free to contact Neighborhood Compliance Officer Mike Arnold during normal business hours at the address, telephone number, and/or email herein provided:

Michael Arnold
Neighborhood Compliance Officer
Housing & Neighborhood Development Department (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401
arnoldm@bloomington.in.gov



Anna Killion-Hanson, Director
City of Bloomington
Housing & Neighborhood Development (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402

1/31/2025

Date

1205 S Madison St
January 24, 2025













Board of Public Works Staff Report

Project/Event: 11th and Forrester Water Main Repairs
Staff Representative: Kyle Baugh
Petitioner/Representative: James Hall – Assistant Director T&D City of Bloomington
Date: February 25th, 2025

Report: The City of Bloomington Utilities Department is requesting road, lane, and sidewalk closures on N Forrester between E 11th and E Cottage Grove and on E 11th between N Woodlawn and N Forrester. In addition, a closure of the E 11th St and Forrester Ave intersection is expected with access to the parking garage to the north of the intersection being maintained.

This project will start on N Forrester and work north before moving west on E 11th St with closures being adjusted for the moving work area. The work is anticipated to take roughly 3 weeks to complete with an anticipated start date of March 3rd, 2025.

City of Bloomington Utilities has been coordinating with Indiana University as well as other relevant stakeholders to explain the scope and the timeline of the project.

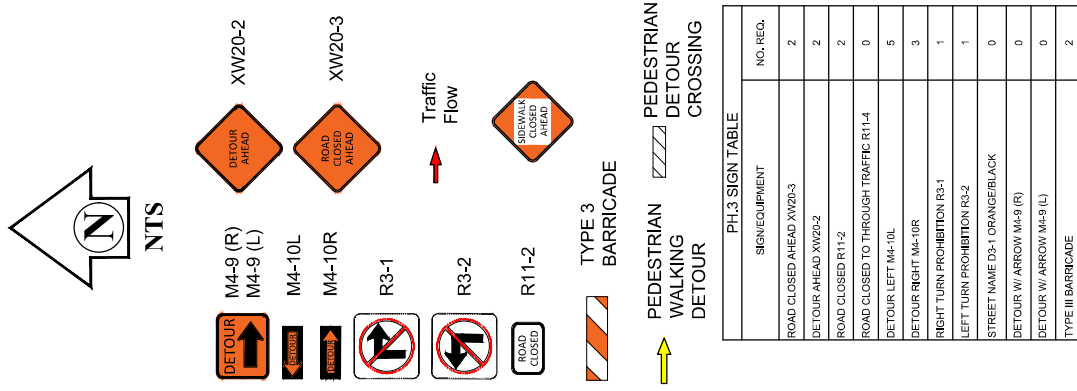
<i>DATE</i>	<i>REVISIONS</i>	<i>No.</i>	<i>BY</i>	<i>APP</i>



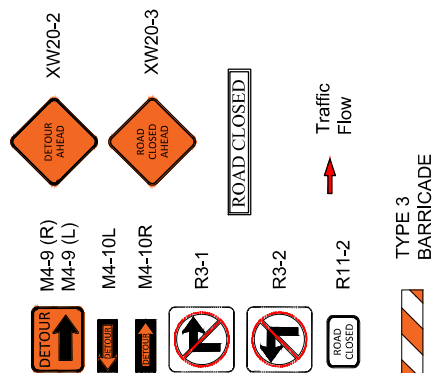
PROJECT NO.	xxxx
Designed by: MW	
Drawn by: MW	
Checked by: TP	
Approved by:	
Date: 02/3/2025	

**E 11th ST ROAD CLOSURE
BLOOMINGTON, IN**

**PROPOSED
SHEET No.
2 of 2**

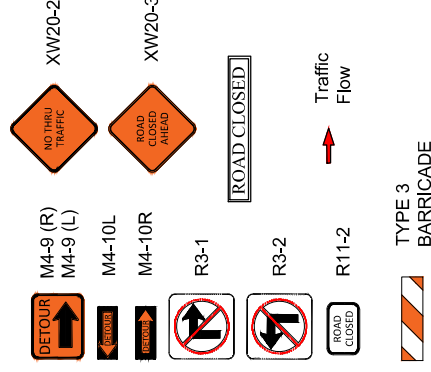


PH.3 SIGN TABLE		NO. REQ.
SIGN/EQUIPMENT		
ROAD CLOSED AHEAD WX20-3	2	2
DETOUR AHEAD WX20-2		
ROAD CLOSED R11-2	2	2
ROAD CLOSED TO THROUGH TRAFFIC R11-4	0	0
DETOUR LEFT M4-10L	5	5
DETOUR RIGHT M4-10R	3	3
RIGHT TURN PROHIBITION RS-1		
LEFT TURN PROHIBITION RS-2	1	1
STREET NAME DS-1 ORANGE/BLACK	0	0
DETOUR W/ ARROW M4-9 (R)	0	0
DETOUR W/ ARROW M4-9 (L)	0	0
TYPE III BARRICADE		2



PH-13 SIGN TABLE		NO. REQ.
SIGN/EQUIPMENT		
1	ROAD CLOSED AHEAD Wx20-3	1
2	DETOUR AHEAD Wx20-2	
2	ROAD CLOSED R11-2	
0	ROAD CLOSED TO THROUGH TRAFFIC R1-4	
1	DETOUR LEFT M4-10L	
2	DETOUR RIGHT M4-10R	
1	RIGHT TURN PROHIBITION R3-1	
1	LEFT TURN PROHIBITION R3-2	
0	STREET NAME D3-1 ORANGE/BLACK	
0	DETOUR W/ ARROW M4-9 (R)	
0	DETOUR W/ ARROW M4-9 (L)	
2	TYPE III BARRICADE	

MAINTENANCE OF TRAFFIC PLAN



PH-13 SIGN TABLE		NO. REQ.
	SIGN/EQUIPMENT	
	ROAD CLOSED AHEAD W200-3	2
	DETOUR AHEAD W200-2	2
	ROAD CLOSED R11-2	2
	ROAD CLOSED TO THROUGH TRAFFIC R11-4	0
	DETOUR LEFT M4-10L	5
	DETOUR RIGHT M4-10R	3
	RIGHT TURN PROHIBITION R3-1	1
	LEFT TURN PROHIBITION R3-2	1
	STREET NAME D3-1 ORANGE/BLACK	0
	DETOUR W/ ARROW M4-9 (R)	0
	DETOUR W/ ARROW M4-9 (L)	0
	TYPE III BARRICADE	2



Board of Public Works Staff Report

Project/Event: CBU Patterson Erosion Control Work
Staff Representative: Kyle Baugh
Petitioner/Representative: James Hall
Date: March 11th, 2025

Report: CBU is requesting sidewalk and lane closures on the west side of Patterson Dr between W 2nd and Allan St for one week to address an emergent erosion control issue in the drainage area adjacent to the sidewalk and roadway. The need for the use of the southbound lane has been confirmed by CBU staff and a detour will be posted for both the southbound vehicular traffic as well as pedestrian traffic on this route.

Maintenance of traffic plans are still being finalized but will be implemented in accordance with Indiana MUTCD requirements.







Board of Public Works Staff Report

Project/Event: Duke Energy Pole Work
Staff Representative: Kyle Baugh
Petitioner/Representative: Julie Evans
Date: March 11th, 2025

Report: Duke Energy is requesting sidewalk and lane closures for one to three days per location for pole replacement and overhead equipment installation. These locations include:

- East side of S Rogers St between W Ralston Dr and W Graham Dr
- South side of E Winslow Rd between E Allendale Dr and S Xavier Ct
- West side of S Smith Rd between E 3rd St and Stonegate Dr

Duke Energy is requesting these closures from March 20, 2025, up to April 10, 2025. The lane closures will be from 8am - 5pm. Duke Energy has supplied maintenance of traffic plans for all work. Please see attached plans for details.



January 31, 2025

Via Electronic Delivery

Duke Energy
1000 E Main Street
Plainfield, IN 46168

Re: Duke Energy ROW Permit for 69197/6991 GLT (M23022301 and M23022302)

Dear Board Members:

Duke Energy will be replacing three structures along the 69197 and 6991 Circuits in Bloomington, Indiana (Structures 814-4438, 814-4285 and 814-4390). Duke Energy is respectfully requesting the following temporary lane closures:

- The south lane of East Winslow Road from its intersection with East Winslow Farm Drive to South High Street.
- The east lane of South Rogers Street from its intersection with W Coolidge Drive and Country Club Drive.
- The west lane of South Smith Road from its intersection with East 3rds Street and East Bennington Boulevard.

The above lane closures requested above will be in accordance with the attached Maintenance of Traffic Plan. Duke Energy is requesting these closures from March 20, 2025, up to April 10, 2025. The lane closures will be from 8 am to 5 pm.

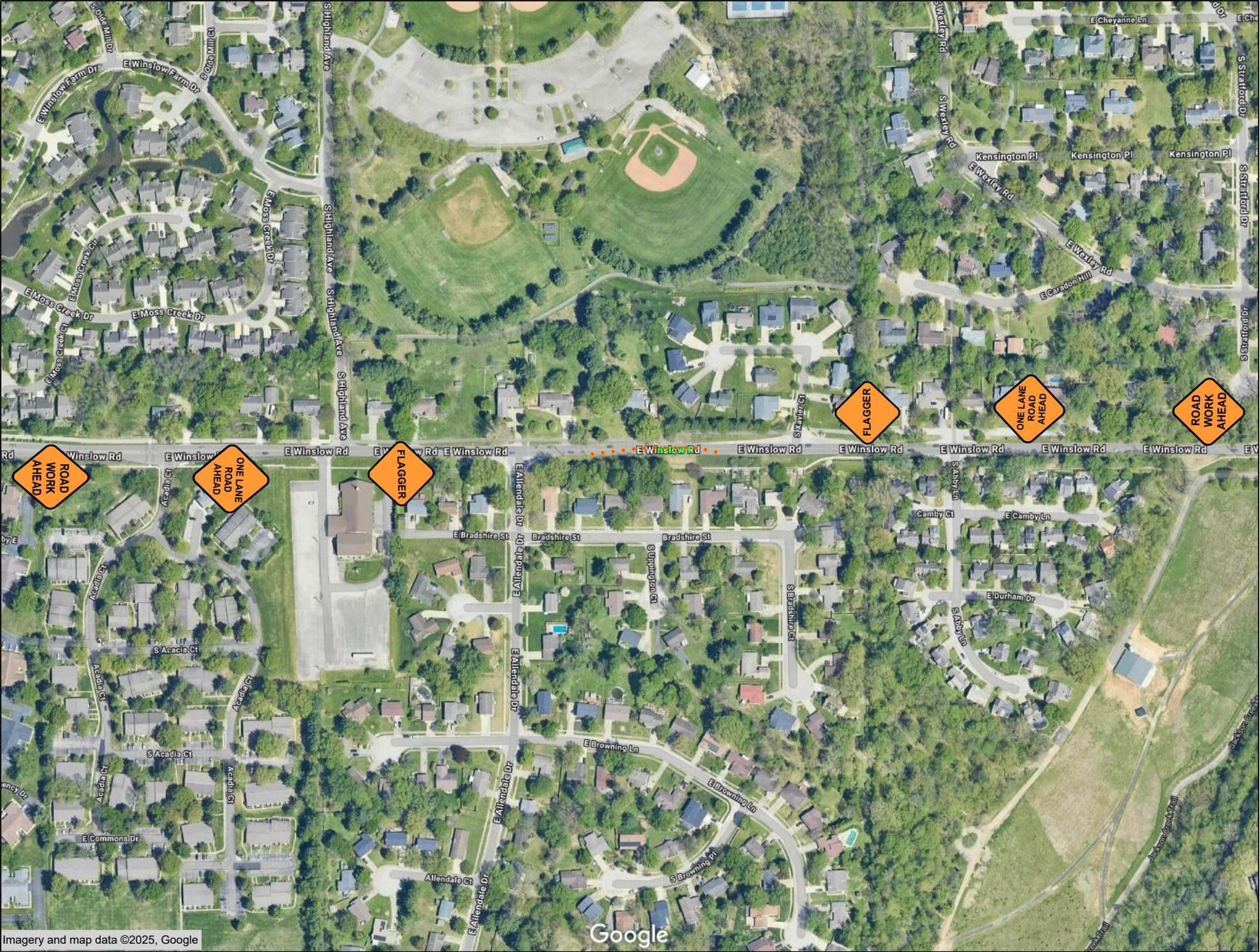
Structures 814-4438 and 814-4285 will be accessed from the road. Structure 814-4390 will be accessed from the road but will require construction matting on either side of East Winslow Road. Pole holes will be vacuumed and all work areas will be restored at the end of construction.

Duke Energy will coordinate with the city of Bloomington and the City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure is well communicated. Therefore, Duke Energy respectfully requests that the Board of Public Works approves the restrictions referenced above from March 20, 2025, up to April 10, 2025.

Thank you,

David McCann
Duke Energy
C&M Power Grid Ops. T-line Planner

A handwritten signature in blue ink, appearing to read 'DMC', with a long horizontal line extending to the right.



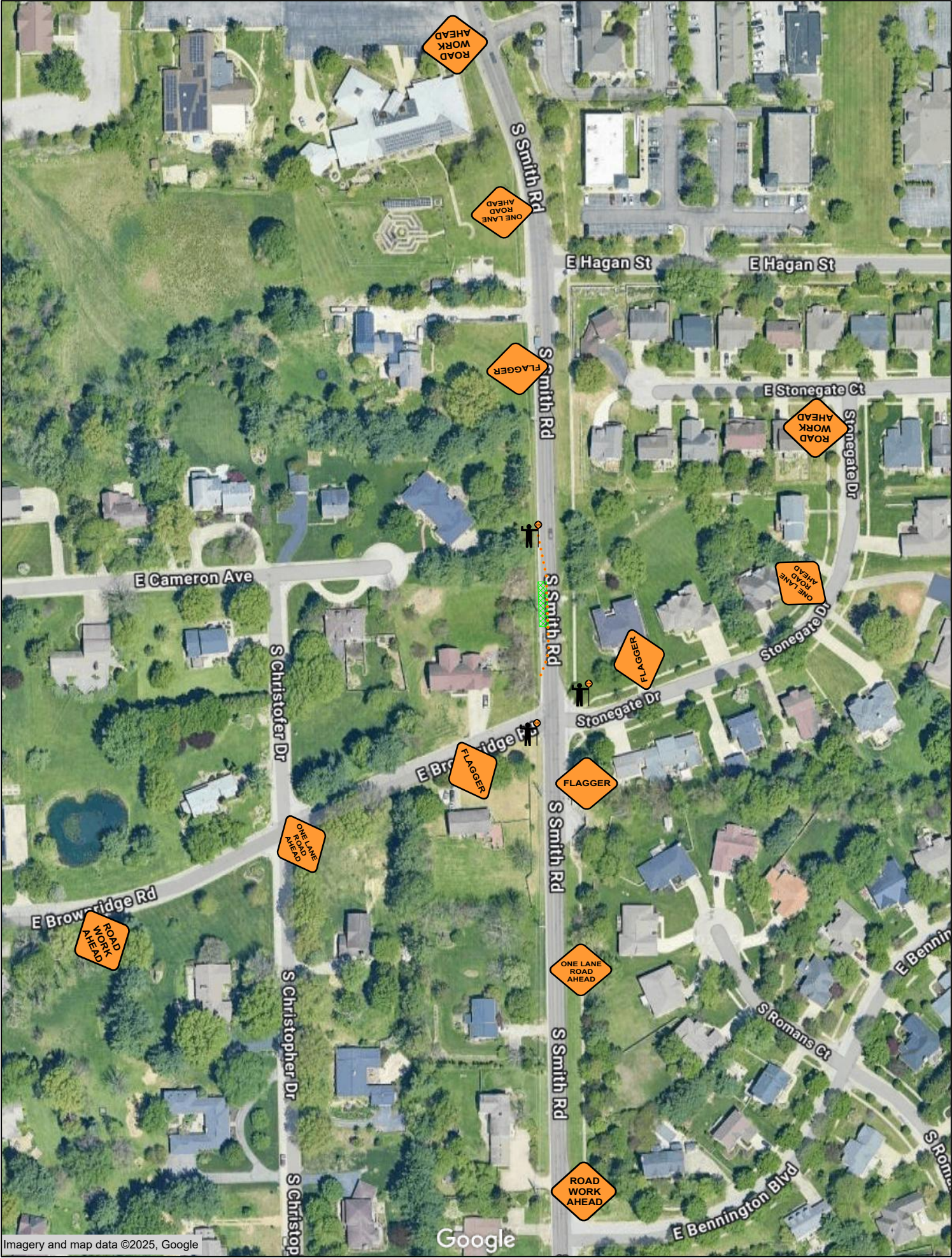
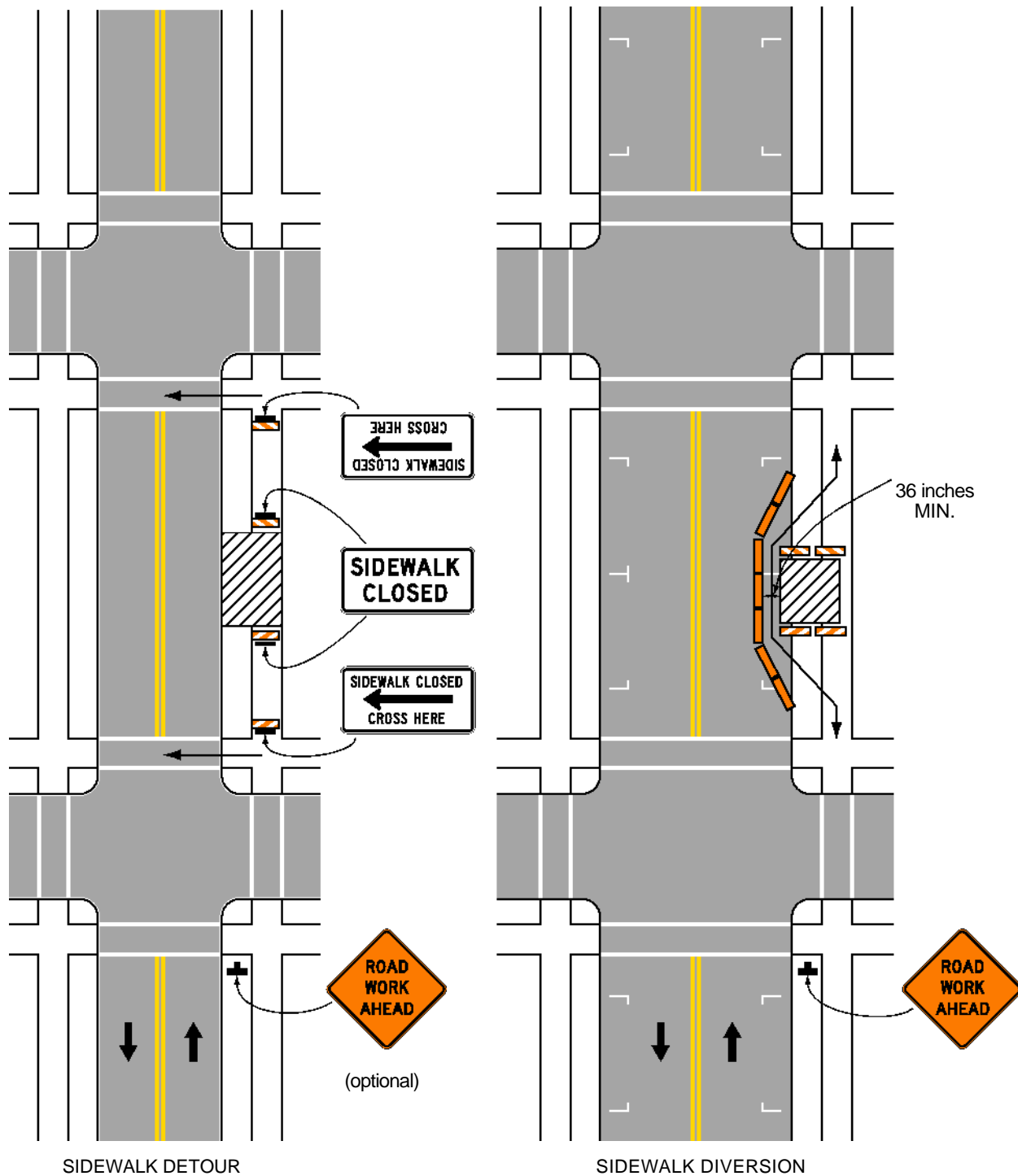


Figure 6H-28. Sidewalk Detour or Diversion (TA-28)**Typical Application 28**

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

ENVIRONMENTAL ACCESS AND EROSION CONTROL PLAN

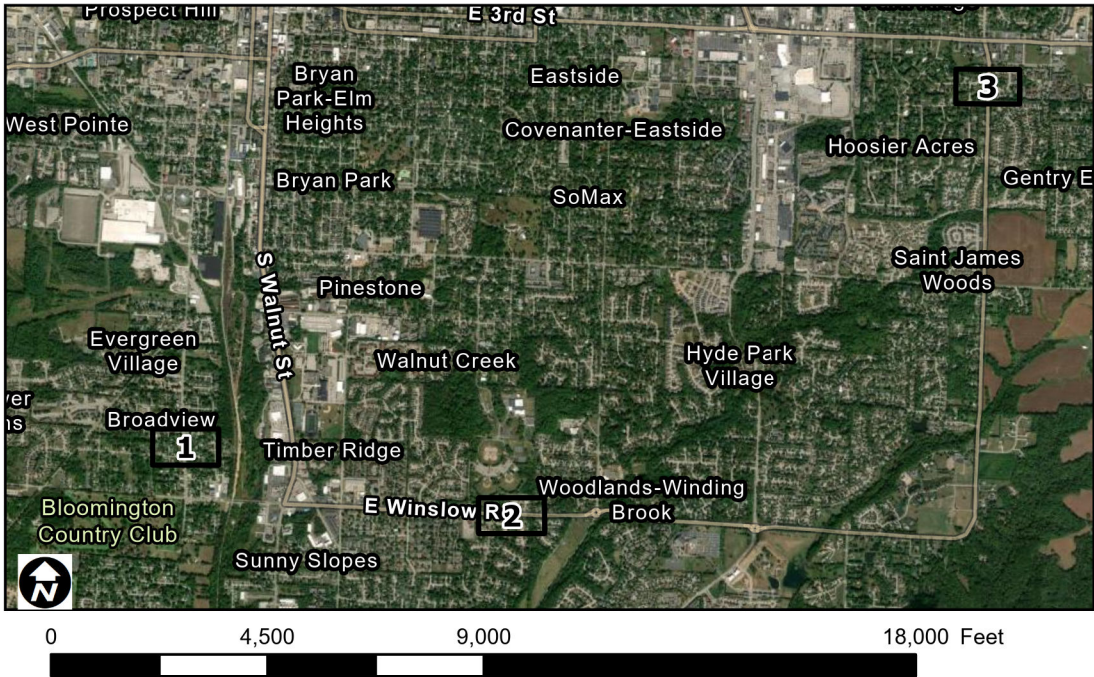
6991 GLT (M23022301, M23022302)

PLANS PREPARED BY:

DUKE ENERGY
139 E 4TH ST
CINCINNATI, OH 45202

PLANS PREPARED FOR:

DUKE ENERGY
1000 E MAIN ST.
PLAINFIELD, IN 46168



811 CALL BEFORE YOU DIG:

CONTRACTOR SHALL NOTIFY
811 AT LEAST
48 HOURS PRIOR TO BEGINNING
CONSTRUCTION OR EXCAVATION
TO HAVE EX. UTILITIES LOCATED.
CONTRACTOR SHALL CONTACT
ANY LOCAL UTILITIES THAT PROVIDED
THEIR OWN LOCATOR SERVICES
INDEPENDENT OF "811".
REPORT ANY DISCREPANCIES TO
THE ENGINEER IMMEDIATELY.

MIGRATORY BIRD HOTLINE

STATE AND FEDERAL LAWS PROTECT
ALL SPECIES OF NATIVE BIRDS FOUND
THROUGHOUT THE DUKE ENERGY
SERVICE AREA. INTERACTIONS OF BIRDS
WITH GENERATING FACILITIES,
TRANSMISSION AND DISTRIBUTIONS,
SUBSTATIONS, OTHER STRUCTURES AND
EQUIPMENT, AND OPERATIONS ARE POTENTIALLY
HARMFUL OR FATAL TO BIRDS. DUKE ENERGY
OPERATES THESE 24-HOUR
MIGRATORY BIRD HOTLINES TO ASSIST
EMPLOYEES AND CONTRACTORS WITH RELATED
INCIDENTS THAT OCCUR DURING WORK
ACTIVITIES.
MIDWEST: 317-430-4497
CAROLINAS: 800-573-3853
FLORIDA: 727-386-3084

SPILL REPORTING HOTLINE

IN ORDER TO ENSURE THE
PROTECTION OF HUMAN
HEALTH AND THE ENVIRONMENT,
FEDERAL AND STATE LAWS
REQUIRE THAT CERTAIN TYPES
OF SPILLS AND UNPERMITTED RELEASES
BE REPORTED TO THE PROPER
REGULATORY AGENCIES AS SOON
AS POSSIBLE FOLLOWING
IDENTIFICATION. IMMEDIATELY NOTIFY
YOUR SUPERVISOR AND THE FIELD
ENVIRONMENTAL/EHS PROFESSIONAL
WHEN A SPILL OR UNPERMITTED RELEASE IS
DISCOVERED. IF YOU ARE UNABLE TO REACH
THE FIELD ENVIRONMENTAL/EHS PROFESSIONAL,
CONTACT ONE OF THE DUKE ENERGY SPILL
REPORTING HOTLINES AT:
CAROLINAS & MIDWEST: 800-527-3853
FLORIDA: 866-769-1266

VICINITY MAP

PERRY TOWNSHIP
MONROE COUNTY, INDIANA

CIVIL/GEOGRAPHICAL INFO:

THE DUKE ENERGY
6991 GLT (M23022301) PROJECT IS
ACCESSED AT THE FOLLOWING
LOCATIONS
1) S ROGERS ST
(39.1389303, -86.538403)
2) E WINSLOW RD
(39.135894, -86.5147062)
3) SOUTH SMITH RD
(40.99311, -85.76588)



REFERENCE:
Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/
NASA, USGS, EPA, NPS, USDA, USFWS, Maxar
PROJECT DETAILS-
Duke Energy
Parcels -
Local County Data

MAP REFERENCES
SWPPP - 0 - COVER SHEET
Sheet Index
Detail Sheet (Sheets 1-3)



ENVIRONMENTAL ACCESS AND
EROSION CONTROL PLAN

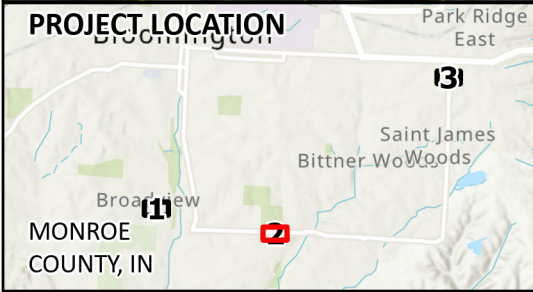
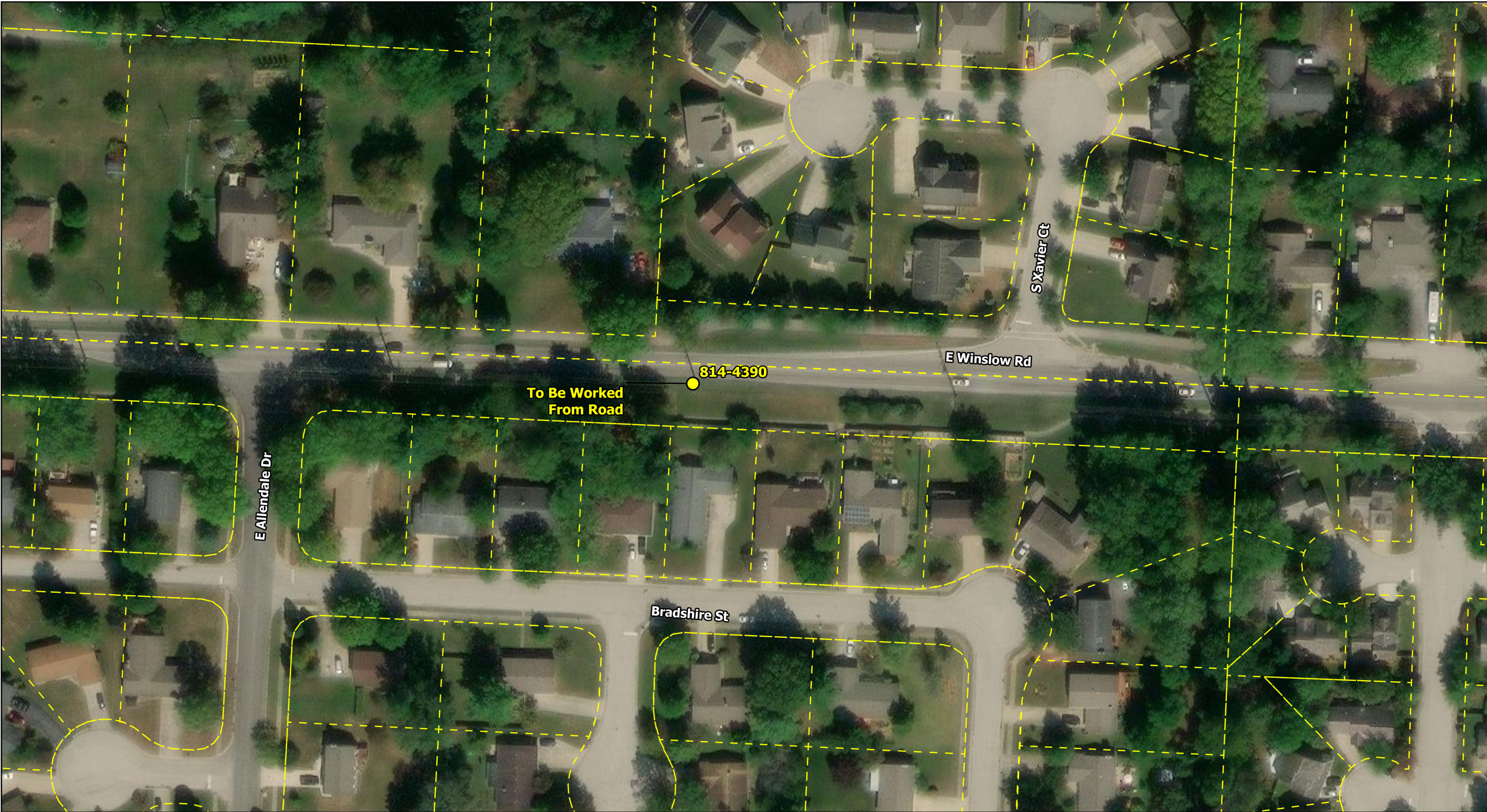
COVER SHEET

6991 GLT M23022301, M23022302

DRAWN BY: Barbara Garrow DATE:9/6/2024
CHECKED: APPROVED:





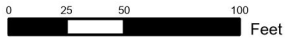
<p>PROJECT LOCATION</p> <p>MONROE COUNTY, IN</p>	<p>REFERENCE: Maxar, Microsoft, Esri, NASA, NGA, USGS, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS PROJECT DETAILS- Duke Energy Parcels - Local County Data</p>	<p> Proposed Structure</p> <p> Parcels</p>	 	<p>ENVIRONMENTAL ACCESS AND EROSION CONTROL PLAN</p> <p>SHEET 1 of 3</p> <p>6991 GLT (M23022301, M23022302)</p> <p>DRAWN BY: Barbara Garrow DATE:9/6/2024 CHECKED: APPROVED:</p>
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REFERENCE:
Maxar, Microsoft, Esri, NASA, NGA, USGS, FEMA, Esri, TomTom,
Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA,
NPS, USDA, USFWS
PROJECT DETAILS-
Duke Energy
Parcels -
Local County Data

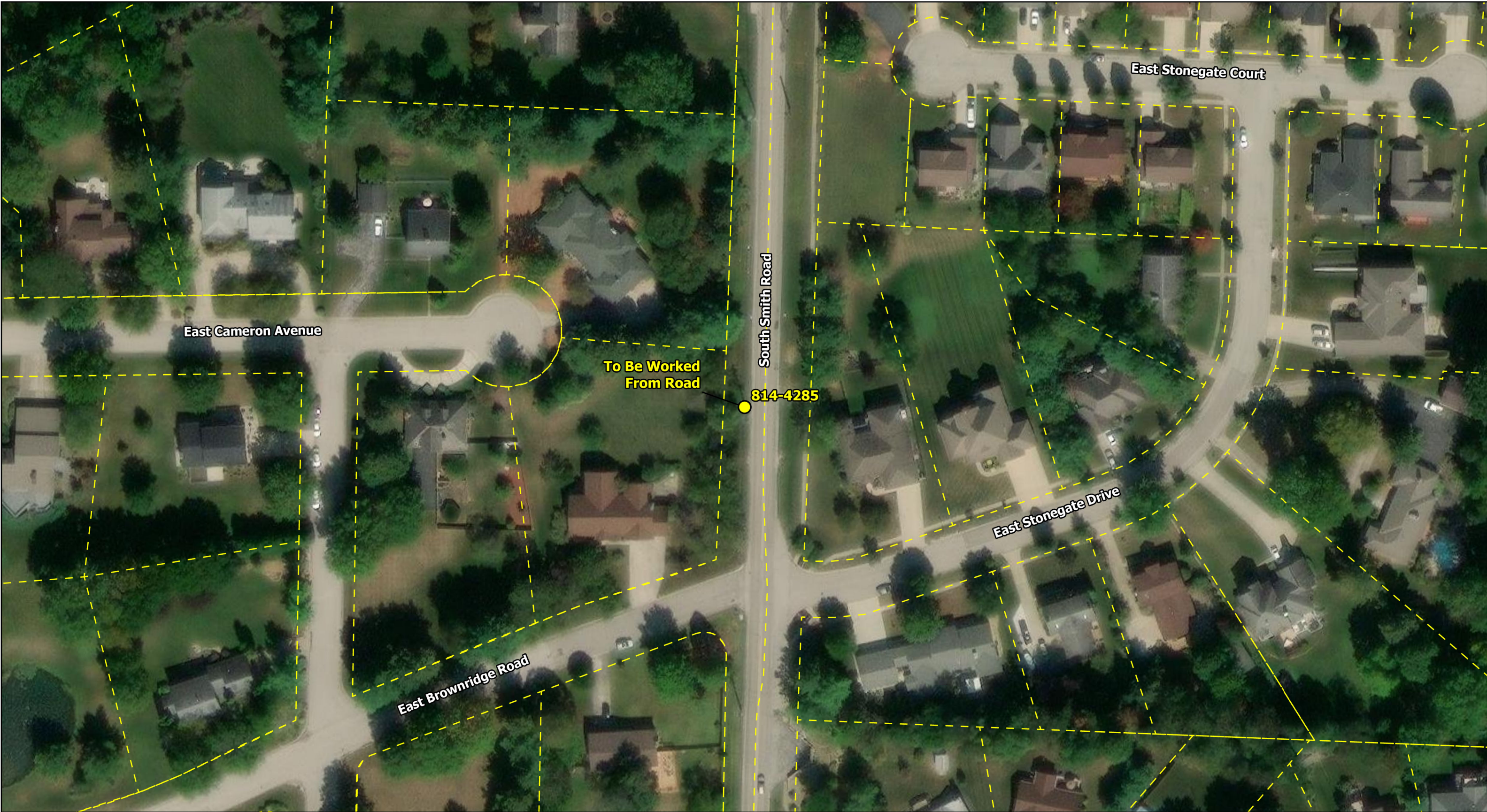
	Proposed Structure
	Parcels





ENVIRONMENTAL ACCESS AND EROSION CONTROL PLAN	
SHEET 2 of 3	
6991 GLT (M23022301, M23022302)	
DRAWN BY: Barbara Garrow	DATE:9/6/2024
CHECKED:	APPROVED:

C:\Users\BGarrow\OneDrive-DukeEnergy\Documents\GLTMapRevisions\6991GLT\



<p>PROJECT LOCATION</p> <p>MONROE COUNTY, IN</p>	<p>REFERENCE: Maxar, Microsoft, Esri, NASA, NGA, USGS, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS PROJECT DETAILS- Duke Energy Parcels - Local County Data</p>	<p> Proposed Structure</p> <p> Parcels</p>	 	<p>ENVIRONMENTAL ACCESS AND EROSION CONTROL PLAN</p> <p>SHEET 3 of 3</p> <p>6991 GLT (M23022301, M23022302)</p> <p>DRAWN BY: Barbara Garrow DATE: 9/6/2024 CHECKED: APPROVED:</p>
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Board of Public Works Staff Report

Project/Event:	Approve Agreement for Consulting Services with HNTB for the Winslow, Rogers (Allendale to Sare Resurfacing) Project
Petitioner/Representative:	Engineering Department
Staff Representative:	Zac Rogers
Date:	March 11th, 2025

Report: This service agreement with HNTB will provide engineering inspection to monitor the contractor's workmanship and general compliance with the project plans and specifications. This contract is set at a not-to-exceed amount of \$86,717.

The Winslow, Rogers (Allendale to Sare) Resurfacing Project was awarded on December 17, 2024, and construction is anticipated to begin in April 2025.

Additionally, the project will involve:

- Sidewalk curb ramp improvements
- Crosswalk enhancements, including a median island for safer pedestrian crossing at Winslow Road and Xavier Court
- Installation of a concrete truck apron and widened splitter islands at the Winslow/High/Rogers roundabout
- Pavement marking replacements and sign updates
- Stormwater infrastructure improvements, such as the installation of a rain garden near Xavier Court



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Engineering Department
DATE: March 11, 2025
RE: Consulting Services for Winslow, Rogers (Allendale to Sare) Resurfacing Project

Contract Recipient/Vendor Name:	HNTB Corporation
Department Head Initials of Approval:	Andrew Cíbor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Zac Rogers
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2038
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-202
Due Date For Signature:	03/11/2025
Expiration Date of Contract:	03/11/2027
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$86,717.00
Funding Source:	1101 07-070000-54310
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: The consultant will provide full time construction observation to monitor the contractor's workmanship and general compliance with the project plans and specifications. Inspection services will be provided through the completion of the construction phase of the project or until our fee is completely used, whichever comes first.

City of Bloomington Contract and Purchase Justification Form

Vendor: HNTB Corporation

Contract Amount: \$86,717

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

2. List the results of procurement process. Give further explanation where requested.

Yes No

of Submittals: N/A

Yes

No

Was the lowest cost selected? (If no, please state below why it was not.)

☐☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

3. State why this vendor was selected to receive the award and contract:

This consultant was selected for the job based on their availability to meet the project's schedule.

 Zac Rogers

Print/Type Name

 Project Manager

Print/Type Title

 Engineering

Department

PROJECT NAME: Winslow, Rogers (Allendale to Sare) Resurfacing

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 11th day of March, 2025, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and HNTB Corporation, (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts for asphalt resurfacing, pavement markings, curb replacement, curb ramp modifications, and stormwater infrastructure updates to various locations on Winslow Road; and

WHEREAS, the project areas are better described as follows: Roads along Winslow Road include Allendale Drive, Sare Road, and Xavier Court
Winslow Road round-about – Winslow/High/Rogers; and,

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including construction inspection, which shall be hereinafter referred to as "the Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide construction inspection services for the reconstruction of the Winslow Road areas noted above. These inspection services shall include the observation of work performed, material and pay items tracking, preparation of contractor pay estimates and change orders, completion of daily reports, ensuring general conformance with the plans and specifications, hosting bi-weekly progress meetings, and other miscellaneous construction inspection duties. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as

expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Engineering Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Consultant shall not be responsible for construction means, methods, or safety in connection with the project; failure of any contractor, subcontractor, vendor, or other project participant, not under contract to Consultant, or procuring permits, certificates, and licenses required for any construction work unless such procurement responsibilities are specifically assigned to Consultant as services in this Agreement.

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Zac Rogers, Project Manager, Engineering Department ("Rogers"), to serve as the Board's representative for the project. Rogers shall have the

authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. **Decisions**

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. For the portion of the project identified as Winslow, Rogers (Allendale to Sare) Resurfacing Project, the total compensation paid, including fees and expenses, shall not exceed the amount of **Eighty-Six Thousand Seven Hundred and Seventeen Dollars (\$86,717.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by both Parties, prior to such work being performed, or expenses incurred, by the Consultant. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. **Timing and Format for Billing:**

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within thirty (30) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require. Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. **Billing Records:**

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's material failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant 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 the Consultant'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 Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein. Consultant shall not be liable for any errors or omissions contained in the deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board

reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board, upon full payment therefore. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, and employees of the City and the Board from any and all claims, demands, direct damages, actual costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis to the extent caused by any negligent acts, errors, or omissions of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. Commercial General Liability Insurance, with a minimum of \$1,000,000 for each occurrence; \$1,000,000 for personal injury and advertising injury; \$2,000,000 for products and completed operations aggregate; and \$2,000,000 annual aggregate.
- b. Business Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance with a minimum of \$1,000,000 per claim , and \$2,000,000 in the annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
- e. Umbrella/Excess Liability with a \$1,000,000 limit per occurrence and annual aggregate.
- f. Cyber Attack and Cyber Extortion: computer attack limit of \$1,000,000 annual aggregate; sublimit (per occurrence) for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000.
- g. Network Security Liability with an annual aggregate limit of \$1,000,000 and deductible (per occurrence) of \$10,000.
- h. Electronic Media Liability with an annual aggregate limit of \$1,000,000 and deductible (per occurrence) of \$10,000.
- i. Fraudulent Impersonator Coverage with an annual aggregate limit of \$250,000 and deductible (per occurrence) of \$5,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insureds under both the Commercial General Liability Insurance and Business Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. Disputes: In the event of a dispute between Board and Consultant arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

Article 22. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

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

Article 23. Compliance with Laws: In performing the Services under this Agreement, Consultant 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. When

appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:

City of Bloomington
Engineering Dept.
Attn: Zac Rogers
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

HNTB Corporation
Attn: Marshall Enyart
111 Monument Cir
Indianapolis, IN 46204

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

Article 25. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 27. Verification of New Employee' Employment Status: Consultant 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.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who

is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Board obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or its subconsultants of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant or any of its subconsultants verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or its subconsultant did not knowingly employ an unauthorized alien. If the Consultant or its subconsultant fails to remedy the violation within the thirty (30) day period, the Board shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Consultant. If the Board terminated the Agreement, the Consultant or its subconsultant is liable to the Board for actual damages.

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 28. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.
This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

City of Bloomington
Board of Public Works

By: _____
Kyla Cox Deckard, President


By: _____
Elizabeth Karon, Vice President

By: _____
James Roach, Secretary

By: _____
Kerry Thomson, Mayor

Consultant

HNTB Corporation



David W. McDougall
Sr Vice President

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

SERVICES BY CONSULTANT

Project Background and General Description of Services:

The detailed Construction Observation Scope of Services to be furnished by **CONSULTANT** is as follows:

1. Construction Observation

CONSULTANT will provide full time construction observation to monitor the contractor's workmanship and general compliance with the project plans and specifications. Inspection services will be provided through the completion of the construction phase of the project or until our fee is completely used, whichever comes first.

The duties and responsibilities of the Resident Project Representative (RPR) are as follows:

1. *General:* **Construction Inspector** is **CONSULTANT's** representative at the Site. **Construction Inspector's** dealings in matters pertaining to the Contractor's work in progress shall in general be with **CONSULTANT** and Contractor. **CONSULTANT** shall not at any time supervise, direct, or have control over Contractor's work, nor shall **CONSULTANT** have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Construction Schedule:* Review the construction schedule prepared by the Contractor for compliance with the contract and give to the **BOARD** detailed documentation concerning its acceptability.

4. *Review of Work and Rejection of Defective Work:*

Conduct on-Site observations and test of Contractor's materials and work in progress to assist **CONSULTANT** and **BOARD** in determining if the Work is in general proceeding in accordance with the Contract Documents.

- a. Furnish all equipment necessary to sample and test materials in accordance with the construction contract documents.
- b. Obtain field samples of materials delivered to the site as required by the construction contract documents.
- c. Conduct on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Construction Manual and in accordance with current accepted practices.
- d. Verify required testing has been accomplished.

5. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, **CONSULTANT**'s clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. On dates of site visits, prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to **CONSULTANT**. Prepare a weekly report summarizing the project activities, to be submitted to the **BOARD**.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Through the use of Appia Software, the **CONSULTANT** shall submit all required daily reports, change orders, and unit quantities in a timely manner.

6. *Reports:*

- a. Furnish to **CONSULTANT** and **BOARD** copies of all inspection, test, and system start-up reports.
- b. Immediately notify **BOARD** of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes.

7. *Payment Requests:*

Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to **CONSULTANT**.

8. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of **CONSULTANT**, **BOARD**, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to **CONSULTANT** concerning acceptance and issuance of the Notice of Acceptability of the Work.
- d. At the completion of the construction phase, the **CONSULTANT** shall submit to the **BOARD** one complete set of as-built drawings in a format acceptable to the **BOARD**.

EXHIBIT B COMPENSATION

This project is to be completed and invoiced using a Hourly, Not-To Exceed basis. Each work area has an agreed maximum cost presented below. In the event that additional services are needed, additional compensation will be determined using the same rates that appear in Exhibit B. Consultant shall not be required to perform additional or change in services unless such services and any applicable change has been approved in writing by Amendment to this Agreement executed by both parties.

Winslow, Rogers (Allendale to Sare) Resurfacing

Construction Inspection	\$86,717
Total Hourly Not to Exceed \$ \$86,717	

For the purpose of estimating additional work, if found necessary, the cost of such additional work shall be determined on the following schedule:



Construction Inspection Services Winslow Roundabout

City of Bloomington

Manhours per Month (parameters provided by Client)

		Fiscal Year 24-25												Fiscal Year 25-26													
weeks		0	0	0	0	0	0	5	4	4	5	4	4	5	0	0	0	0	0	0	0	0	0	0	0	0	24-25
		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Totals	
	hrs :	CONSTRUCTION																									
Insp III - ST	40									8	200	160	160	200												528	
Insp III - OT	10									0	0	0	0	0												0	
	40																									0	
	10																									0	
	40																									0	
	10																									0	
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Category Rates	FY 24-25 Billing Rates	FY 25-26 Billing Rates	FY 24-25 Total Hrs	FY 24-25 Total \$	FY 25-26 Total Hrs	FY 25-26 Total \$	Total Hours	Total Labor Cost
Inspector III - ST	\$107.68	\$107.68	528	\$56,855	200	\$21,536	728	\$78,391
Inspector III - OT	\$127.47	\$127.47	0	\$0	0	\$0	0	\$0
			0	\$0	0	\$0	0	\$0
			0	\$0	0	\$0	0	\$0
			0	\$0	0	\$0	0	\$0
			0	\$0	0	\$0	0	\$0
			528	\$56,855	200	\$21,536	728	\$78,391
							Labor	\$78,391

Mileage / Expenses	# of Staff	Miles / week	Rate / Mi. / Expenses	FY 24-25		FY 25-26	
				Duration (weeks)	Duration (weeks)	Duration (weeks)	Total
Field Rep mileage	1	400	\$0.49	0	26	5	\$6,076
Appia - InfoTech license			\$2,250.00				\$2,250
Expenses							\$8,326

Construction Inspection Services

City of Bloomington

Classification	Billing Rate
Sr Resident Engineer	\$ 249.59
Construction Manager	\$ 198.78
Construction Team Lead	\$ 134.58
Sr Inspector	\$ 117.48
Inspector III	\$ 107.68
Inspector II	\$ 94.75
Inspector I	\$ 75.12

EXHIBIT C
PROJECT SCHEDULE

	Winslow, Rogers (Allendale to Sare) Resurfacing			
MILESTONES	ESTIMATED DATE	COMMENTS		
Notice to Proceed	1/17/2025			
Initial Stakeholder Meetings Complete	N/A			
Submit Preliminary Plans	N/A			
Final Stakeholder Meetings Complete	N/A			
Submit Draft Final Plans	N/A			
Complete Final Plans	N/A			
Bid Advertisement	N/A			
Bid Opening	December 2024			
Construction	March – July 2025			

EXHIBIT D
KEY PERSONNEL

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.


<u>Position / Responsibility</u>	<u>Name</u>
Project Manager	Marshall Enyart
Construction Inspector	Lucas Howder

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

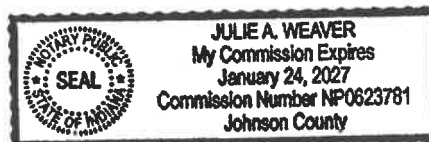
STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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

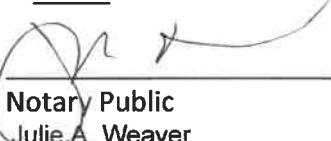
1. The undersigned is the **Managing Member of HNTB Corporation**
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of Bloomington.
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 knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.


Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF Marion)



Before me, a Notary Public in and for said County and State, personally appeared David W. McDougall and acknowledged the execution of the foregoing this 6th day of March, 2025.


Notary Public
Julie A. Weaver
Printed name

My Commission Expires: January 24, 2027
County of Residence: Johnson Commission Number: NP0623781

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

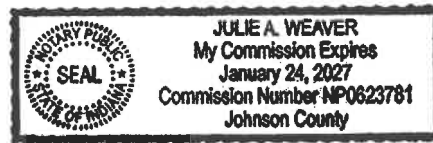
I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this 6th day of March, 2025.


HNTB Corporation
(Name of Organization)

By: 

STATE OF INDIANA)
) SS:
COUNTY OF Marion)



Subscribed and sworn to before me this 6th day of March, 2025


Notary Public
Julie A. Weaver
Printed name

My Commission Expires: January 24, 2027
County of Residence: Johnson Commission Number: NP0623781

WORKFORCE BREAKDOWN FORM

COMPANY NAME: HNTB Corporation

ADDRESS: 111 Monument Circle, Suite 1200, Indianapolis, IN 46204

REPRESENTATIVE: David McDougall, Office Leader

PHONE: (317) 917-5340

E-MAIL ADDRESS: DMcdougall@HNTB.com

[illegible]

I swear or affirm under penalties of perjury that this workforce breakdown is accurate, to the best of my knowledge.

J. W. McDaniel

2/18/2025

Signature and Title of Representative:

Date:

HNTB Corporation

HNTB Corporation | Indianapolis
111 Monument Circle Suite 1200, Indianapolis, IN 46204

Affirmative Action Program Pertaining to Protected Veterans And Individuals with Disabilities Prepared in accordance with 41 CFR §§ 60-300, 60-741

AAP Cycle: January 1, 2024 – December 31, 2024

Snapshot Date: 12/31/2023

Responsible Official: Melanie Huff, Vice President Director of Total Rewards

Local AAP Official: David McDougall, Office Leader IV

CONFIDENTIALITY STATEMENT

The material set forth herein is deemed to be confidential commercial and financial data, the public disclosure of which could cause substantial competitive harm to HNTB (hereinafter “Company”). In addition, all statistical components of this program, including any and all data pertaining to workforce structure (including the ratios between and among AAP job groups and EEO-1 categories), the “data collection analysis,” disability utilization goals and comparisons, protected veteran hiring benchmarks and comparisons, identification of problem areas and supporting information pertaining to employment activity, and evaluations of workforce distribution and employment policies and practices, or the analyses of any of the foregoing, are deemed to constitute trade secrets, operations information, confidential statistical data and other confidential commercial and financial data within the meaning of the Freedom of Information Act, 5 U.S.C. § 552 *et seq.*, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, the Trade Secrets Act, 18 U.S.C. § 1905, and 44 U.S.C. § 3510, the disclosure of which is prohibited by law and would subject the individual making the disclosure to criminal and/or civil sanctions. Therefore, in accordance with 29 CFR § 70.26(c) – (e), we expect that the Company will be notified in writing by the agency, prior to disclosure, of any request for information pertaining to all or any part of this program, and that the Company shall be given an opportunity to present its objections to disclosure.

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Definitions

Individual with a disability –any person who: (1) has a physical or mental impairment that substantially limits one or more of such person’s major life activities; (2) has a record of such an impairment; or (3) is regarded as having such an impairment.

Protected veteran –a veteran who is protected under the nondiscrimination and affirmative action provisions of the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended; specifically, a veteran who may be classified as a “disabled veteran,” “recently separated veteran,” “active duty wartime or campaign badge veteran,” or an “Armed Forces service medal veteran,” as defined below.

Active duty wartime or campaign badge veteran –a veteran who served on active duty in the U.S. military, ground, naval, or air service during a “period of war” as defined below or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

“Period of war” is defined for these purposes by the Department of Labor as:

June 27, 1950 – January 31, 1955 (Korean conflict);

February 28, 1961 – May 7, 1975 (for veterans serving in the Republic of Vietnam);

August 5, 1964 – May 7, 1975 (for all other veterans who served during the Vietnam conflict); and

August 2, 1990 – present (Gulf War).

Armed Forces service medal veteran –a veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 Fed. Reg. 1209).

Disabled veteran – (i) a veteran of the U.S. military, ground, naval, or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the secretary of Veterans Affairs; or (ii) a person who was discharged or released from active duty because of a service-connected disability.

Recently separated veteran –any veteran during the three-year period beginning on the date of such veteran’s discharge or release from active duty in the U.S. military, ground, naval, or air service.



Effective Date:
04/01/2004

Policy Revision Date:
11/08/2023

Equal Employment Opportunity and Affirmative Action Policy

HNTB has implemented the following policies and procedures as part of its longstanding commitment to compliance with all applicable equal opportunity and affirmative action requirements. HNTB agrees to post in conspicuous places, available to employees and applicants for employment, this Equal Employment Opportunity and Affirmative Action Policy.

HNTB is committed to maintaining a work environment that is free from any and all forms of unlawful discrimination and harassment. It is the policy of HNTB to prohibit discrimination and harassment against any applicant, employee, vendor, contractor, customer, or client on the basis of race, color, religion, sex, national origin, age, disability, pregnancy status, sexual orientation, gender identity, veterans' status, genetic information, citizenship status or any other status protected by the law. Such action shall include, but is not limited to the following: recruitment, hiring, training, development, compensation, transfer, promotion, discipline, and termination. It is also HNTB's policy to prohibit any and all forms of retaliation against any individual who has complained of harassing or discriminatory conduct or participated in a company or agency investigation into such complaints.

HNTB is committed to taking positive steps to implement the employment-related aspects of our equal opportunity policy. Additionally, it is HNTB's policy to take affirmative action to employ and advance in employment qualified minorities, females, protected veterans and individuals with disabilities without regard to their race/ethnicity, sex/sexual orientation/gender identity, veteran status, or disability. Such action shall include, but not limited to the following: recruitment, hiring, training, development, compensation, transfer, promotion, discipline, and termination.

HNTB's Equal Employment Opportunity and Affirmative Action policy prohibits associates and applicants from being subjected to retaliation, harassment, intimidation, threats, coercion or discrimination because they have: (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity or (4) exercised any other right protected by federal, state or local law requiring equal opportunity.

HNTB develops written Affirmative Action Plans for women and minorities, individuals with disabilities and covered veterans. The plans comply with Federal requirements for government contractors and serve to help carry out HNTB's Equal Employment Opportunity and Affirmative Action policy. HNTB invites any employee or any applicant for employment to review the non-confidential portions of the HNTB's written Affirmative Action program. These plans are available for review upon request. Any questions or requests to review should be directed to your Human Resources Partner.

HNTB will, in all solicitations or advertisements for employees placed by or on behalf of HNTB, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex,

national origin, age, disability, pregnancy status, sexual orientation, gender identity, veterans' status, genetic information and citizenship status or other status protected by law.

HNTB will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Applicants and employees are invited to self-identify their race, gender, as an individual with a disability, and Protected Veteran. These self-identifications are strictly voluntary and confidential and will not result in retaliation of any sort.

HNTB will provide reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee or applicant for employment, or an individual's sincerely held religious belief, unless the accommodation would impose undue hardship on the operation of the company's business. In order to request a reasonable accommodation, employees should contact the HR Solutions Center at HRSC@hntb.com.

HNTB employees must comply with this policy and report any violations of illegal discrimination, as specified in the Integrity Reporting policy.

For Questions or Additional Information

For more information on this policy, please contact the HR Solutions Center, HRSC@hntb.com, 888-400-4682.



Robert J. Slimp, CEO

January 2, 2024

Responsibility for Implementation

The Company has assigned overall responsibility for implementation of the equal employment opportunity and the affirmative action policy to the “responsible official” listed on the cover page of this document. Although some day-to-day responsibilities may lie with a local official (also listed on the cover page), the responsible official also serves as the Company’s contact in an OFCCP compliance review or complaint investigation. **All OFCCP correspondence should be directed to the responsible official unless otherwise informed by the Company in writing.**

To ensure effective implementation of the affirmative action program, the responsible official has the authority, resources, support of, and access to senior operational executives. The responsible official’s responsibilities include, but are not limited to:

- Developing policy statements, affirmative action programs and internal and external communication techniques.
- Discussing with managers, supervisors, and employees the policies regarding individuals with disabilities and protected veterans to make certain that the policies are followed.
- Advising managers and supervisors of their obligation to prevent harassment of employees placed through affirmative action efforts and that their work performance is evaluated on the basis of their affirmative action efforts, as well as other criteria.
- Assisting in the identification of problem areas in the implementation of the affirmative action program for individuals with disabilities and protected veterans, and developing solutions, paying particular attention to the accommodation requirements.
- Designing and implementing an audit and reporting system that will:
 - Measure the effectiveness of the Company’s program and determine the degree to which objectives have been accomplished.
 - Indicate the need for remedial action.
 - Determine whether individuals with known disabilities or known protected veterans have had the opportunity to participate in Company-sponsored activities.
- Serving as a liaison between the Company and responsible organizations concerned with employment opportunities for individuals with disabilities and protected veterans.
- Serving as a liaison between the Company and enforcement agencies.

Review of Personnel Policies

The Company's equal employment opportunity and affirmative action policy is considered when developing, implementing, and executing all employment procedures. In accordance with 41 CFR §§ 60-300.44(b), 60-741.44(b), the Company periodically reviews employment procedures to ensure careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known individuals with disabilities and protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available. The review ensures that personnel processes do not stereotype individuals with disabilities and protected veterans in a manner that limits their access to all jobs for which they are qualified, and that when protected veterans are considered for employment opportunities, only that portion of the individual's military record that is relevant to the requirements of the employment opportunity is considered.

Review of Physical and Mental Qualifications

The Company periodically reviews all physical and mental job qualification requirements with managers and supervisors to ensure that to the extent qualification requirements tend to screen out qualified individuals with disabilities or covered veterans, they are job-related and consistent with business necessity and the safe performance of the job.

Pre-Offer Invitation to Self-Identify Protected Veteran Status

HNTB Corporation is a Federal Government contractor subject to Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (Section 4212), which requires Federal Government contractors to take affirmative action to employ and advance in employment: (1) disabled veterans; (2) recently separated veterans; (3) active duty wartime or campaign badge veterans; and (4) Armed Forces service medal veterans.

Our affirmative action policy prohibits discrimination against protected veterans and requires the company to take affirmative action to employ and advance in employment qualified protected veterans at all levels of employment, including the executive level. The following invitation is made pursuant to this policy and the affirmative action obligations required by Section 4212.

Disclosure of this information is completely voluntary and refusing to provide it will not subject you to any adverse treatment. The information will be used only in ways that are consistent with Section 4212. The information you submit will be kept confidential, except that (i) supervisors and managers may be informed regarding restrictions on the work or duties of disabled veterans, and regarding necessary accommodations; (ii) first aid and safety personnel may be informed, when and to the extent appropriate, if you have a condition that might require emergency treatment; and (iii) government officials engaged in enforcing laws administered by the Office of Federal Contract Compliance Programs, or enforcing the Americans with Disabilities Act, may be informed.

INVITATION TO SELF-IDENTIFY

PLEASE ANSWER THE FOLLOWING QUESTIONS

Please indicate whether you identify as one or more of the following protected veteran categories by checking the appropriate box below.

Disabled Veteran: (i) a veteran of the U.S. military, ground, naval or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or (ii) a person who was discharged or released from active duty because of a service-connected disability.

Recently Separated Veteran: any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval, or air service.

Armed Forces Service Medal Veteran: a veteran who, while serving on active duty in the U.S. military, ground, naval or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985.

Active Duty Wartime or Campaign Badge Veteran: a veteran who served in the U.S. military, ground, naval or air service during a war, or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense. If you would like more information on campaigns or expeditions for which a campaign badge has been authorized, please visit: <http://www.opm.gov/policy-data-oversight/veterans-services/vet-guide/>.

- ☐ I am a protected veteran.
- ☐ I am not a protected veteran.
- ☐ I prefer not to answer.

In addition to our affirmative action obligations under Section 4212, our company values all forms of military service. If you are not a protected veteran, but would like to disclose your status as a member of the Armed Forces, you may do so below. Are you currently serving, or have you served in the Armed Forces of the United States of America (including the Reserves and National Guard)?

- ☐ Yes.
- ☐ No.
- ☐ I prefer not to answer.

Post-Offer Invitation to Self-Identify Protected Veteran Status

HNTB Corporation is a Federal Government contractor subject to Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (Section 4212), which requires Federal Government contractors to take affirmative action to employ and advance in employment: (1) disabled veterans; (2) recently separated veterans; (3) active duty wartime or campaign badge veterans; and (4) Armed Forces service medal veterans.

Our affirmative action policy prohibits discrimination against protected veterans and requires the company to take affirmative action to employ and advance in employment qualified protected veterans at all levels of employment, including the executive level. The following invitation is made pursuant to this policy and the affirmative action obligations required by Section 4212.

Disclosure of this information is completely voluntary and refusing to provide it will not subject you to any adverse treatment. The information will be used only in ways that are consistent with Section 4212. The information you submit will be kept confidential, except that (i) supervisors and managers may be informed regarding restrictions on the work or duties of disabled veterans, and regarding necessary accommodations; (ii) first aid and safety personnel may be informed, when and to the extent appropriate, if you have a condition that might require emergency treatment; and (iii) government officials engaged in enforcing laws administered by the Office of Federal Contract Compliance Programs, or enforcing the Americans with Disabilities Act, may be informed.

INVITATION TO SELF-IDENTIFY PLEASE ANSWER THE FOLLOWING QUESTIONS

Please indicate whether you identify as one or more of the following protected veteran categories by checking the appropriate box(es) below.

- ☐ Disabled Veteran: (i) a veteran of the U.S. military, ground, naval or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or (ii) a person who was discharged or released from active duty because of a service-connected disability.
- ☐ Recently Separated Veteran: any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval, or air service.
- ☐ Armed Forces Service Medal Veteran: a veteran who, while serving on active duty in the U.S. military, ground, naval or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985.
- ☐ Active Duty Wartime or Campaign Badge Veteran: a veteran who served in the U.S. military, ground, naval or air service during a war, or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense. If you would like more information on campaigns or expeditions for which a campaign badge has been authorized, please visit: <http://www.opm.gov/policy-data/oversight/veterans-services/vet-guide/>.
- ☐ I am not a protected veteran.
- ☐ I prefer not to answer.

(If the person checked Recently Separated Veteran) Please Enter Discharge or Release Date: -/ -/ -.

In addition to our affirmative action obligations under Section 4212, our company values all forms of military service. If you are not a protected veteran, but would like to disclose your status as a member of the Armed Forces, you may do so below. Are you currently serving, or have you served in the Armed Forces of the United States of America (including the Reserves and National Guard)?

- ☐ Yes.
- ☐ No.
- ☐ I prefer not to answer.

Reasonable Accommodation

In accordance with 41 CFR §§ 60-300.44(d), 60-741.44(d), the Company makes reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability or disabled veteran unless the accommodation would impose an undue hardship on the operation of its business. If an applicant requires assistance with the online application process, information regarding requesting an accommodation is provided on our website.

Owner: Human Resources

Policy Revision date:

09/09/2021

Reasonable Accommodations Policy

Description

HNTB is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA) and Title VII of the Civil Rights Act.

Eligibility

All HNTB employees.

General Provisions for Accommodations under the Americans with Disabilities Act and Title VII of the Civil Rights Act

It is HNTB's practice to not discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability, perceived disability or record of disability so long as the employee can perform the essential functions of the job.

Consistent with this practice of nondiscrimination, HNTB will provide reasonable accommodations to a qualified individual with

- a disability, as identified by the ADA, who has made HNTB aware of his or her disability, provided that such accommodation does not constitute an undue hardship on HNTB.
- a religious belief, as identified by Title VII of the Civil Rights Act, who has made HNTB aware of his or her need for an accommodation, provided that such accommodation does not constitute an undue hardship on HNTB.

Process and Procedures

Employees who need to request a reasonable accommodation should contact the HR Solutions Center at: hrsc@hntb.com or 888-400-4682.

- On receipt of an accommodation request, a member of the Human Resources department will contact the employee with the request to discuss and identify the precise limitations resulting from

the disability and the potential accommodation that HNTB might make to help overcome those limitations. The input of the employee is important to this process.

- HNTB will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, HNTB's overall financial resources and organization, and the accommodation's impact on the operation of HNTB, including its impact on the ability of other employees to perform their duties and on HNTB's ability to conduct business.
- HNTB will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request of appeal is denied, that decision is final.

For Questions or Additional Information

HR Solutions Center, hrsc@hntb.com

Toll free: (888) 400-HNTB (4682)

Harassment

The Company's managers and supervisors are responsible for maintaining an environment free of harassment in accordance with 41 CFR §§ 60-300.44(e), 60-741.44(e). Employees who are individuals with disabilities or protected veterans, and who believe that they are being harassed because of their disability or veteran status, or employees who may be aware of a situation that could constitute harassment based upon disability or veteran status, are instructed to notify their supervisor.

Professional Conduct, Non-Harassment, and Non-DiscriminationCore Integrity Policy 104

DESCRIPTION

HNTB is committed to providing an environment for all persons free of unlawful harassment, illegal discrimination and unprofessional conduct. HNTB is committed to non-discrimination in employment practices that protects applicants and employees from discrimination in all programs and activities in accordance with Title VII of the Civil Rights Act of 1964 and other federal laws. Accordingly, no person or organization shall, on the basis of race, color, religion, sex, national origin, age, disability, pregnancy status, sexual orientation, gender identity, veterans' status, genetic information, citizenship status or other legally protected status, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under HNTB programs and activities. HNTB shall carry out the applicable requirements in the award of subcontracts and will afford a full opportunity to all persons and/or firms for such contracting opportunities without regard to race, color, religion, sex, national origin, age, disability, pregnancy status, sexual orientation, gender identity, veterans' status, genetic information, citizenship status or other legally protected status.

APPLICABILITY

All HNTB employees.

GENERAL PROVISIONS

In accordance with the Title VII of the Civil Rights Act of 1964, HNTB strictly prohibits all forms of unlawful harassment by any director, employee, manager, supervisor, consultant or contractor for which it has legal or contractual responsibility. HNTB also prohibits unprofessional conduct, abusive (bullying) conduct and comments that may not amount to unlawful harassment. Abusive (Bullying) conduct is defined as conduct in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interest. It may include repeated infliction of verbal abuse, such as the use of derogatory remarks, and insults; or verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work.

All employees are expected to use good judgment and to avoid even the appearance of impropriety in all of their dealings with other employees, sub-consultants, or any other parties, in the course of business activities.

HNTB expects all employees to behave in a professional manner and demonstrate respect for others. HNTB prohibits unlawful harassment, whether based on race, color, religion, sex, national origin, age, disability, pregnancy status, sexual orientation, gender identity, veteran's status, genetic information, citizenship status or other legally protected status. Harassment and/or discrimination in all forms, whether verbal, written or physical, is strictly prohibited. Conduct that may be considered harassment includes any oral statement, written statement or physical act in which a legally protected status is used or implied in a manner that would create an intimidating, hostile or offensive work environment or that would interfere with another person's ability to perform his or her job.

Prohibited conduct can take a variety of forms. It is not possible to identify each and every act that may constitute prohibited conduct.

Examples of prohibited conduct include:

- Jokes that include reference to race, religion, sexual orientation, gender identity or any other protected characteristic.
- The display or use of objects or pictures that adversely reflect on a person's race, religion, sexual orientation, gender identity or other protected characteristic; or
- The use of language that is offensive due to a person's race, religion, sexual orientation, gender identity or other protected characteristic.
- Conduct that may be considered sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, when:
 - Submission to the conduct is made either explicitly or implicitly a condition of employment;
 - Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
 - Such conduct has the purpose or effect of substantially interfering with the employee's work performance or creates an intimidating, hostile or offensive work environment.
- Prohibited conduct can take a variety of forms, ranging from off-color jokes to subtle pressure for sexual activity to physical assault. It is not possible to identify each and every act that may be considered sexual harassment under this Policy.

Examples of prohibited conduct that might be considered sexual harassment include:

- Repeated or unwelcome sexual flirtations, advances, propositions, touching, remarks or requests for sexual favors;
- Repeated verbal abuse of a sexual nature;
- Graphic verbal comments about a person's body;
- Sexually degrading words used to describe a person;
- The display of sexually suggestive objects or pictures;
 - Unwelcome questions or comments about private sexual matters;
 - Slurs, "off color" jokes, or degrading comments related to gender identity; or
 - Demeaning or intentionally discourteous conduct or negative stereotyping

HNTB employees must comply with this policy and report any harassment or unprofessional conduct by anyone. Employees who believe they may have been harassed in violation of this policy, or who are aware of other employees who may have been harassed in violation of this policy, should report the circumstances of the harassment to their supervisor, Human Resources, the Business Integrity Office or the HNTB Integrity

Hotline. An employee is not required to report such conduct to someone whom the employee reasonably believes may be responsible either directly or indirectly for the conduct. For more information, please see the Integrity Reporting policy.

Retaliation against an individual for reporting harassment or discrimination or from participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately and may be subject to disciplinary action up to and including termination.

Employee training is provided as required by various laws, regulations, and company policy.

For Questions or Additional Information:

Business Integrity Office: 816-527-2334

Policy Revision Date: 03/18/2022

External Policy Dissemination

In accordance with 41 CFR §§ 60-300.44(f), 60-741.44(f), the Company's policy on affirmative action for individuals with disabilities and protected veterans may be disseminated externally as follows:

- Recruiting sources are informed of the Company's commitment to employ qualified individuals with disabilities and protected veterans. These sources are requested to actively recruit and refer individuals with disabilities and protected veterans for all positions for which we hire.
- Suitable employment openings are listed with the appropriate employment service delivery system where the opening occurs.
- A statement relating to the Company's affirmative action policy is sent to all subcontractors and suppliers. The equal opportunity clause concerning the affirmative action obligations of contractors and subcontractors regarding individuals with disabilities and protected veterans is incorporated in all covered purchase orders and subcontracts, as appropriate.
- Literature used for recruiting contains an equal opportunity statement. Help wanted advertising includes an EEO tagline.
- All prospective employees are informed of the Company's affirmative action program through the posting of the policy statement where applicants and employees can view it and a link to the Company's affirmative action policy in the Company's online application system.

Internal Policy Dissemination

In accordance with 41 CFR §§ 60-300.44(g), 60-741.44(g), the Company's affirmative action policy regarding individuals with disabilities and protected veterans may be implemented and disseminated internally as follows:

- The affirmative action policy is contained in the policy manual, which is available to all managers and supervisors.
- The affirmative action policy is posted on employee bulletin boards.
- The policy is discussed in new employee orientation sessions.
- The policy and its application are periodically discussed in meetings with managers, and in management training programs.
- The affirmative action plan covering individuals with disabilities and protected veterans is available for inspection by any employee or applicant upon request.
- A notice is posted on employee bulletin boards inviting employees to identify themselves as an individual with a disability and/or a protected veteran.

Outreach and Recruitment

The Company reviews its employment practices in accordance with 41 CFR §§ 60-300.44(f), 60-741.44(f), to ensure that its personnel programs are consistent with the affirmative action program for the employment and advancement of qualified individuals with disabilities and protected veterans. In conjunction with these programs, the Company undertakes the following outreach and positive recruitment activities:

- The Company has established meaningful contacts with appropriate organizations of/for individuals with disabilities, sheltered workshops, vocational rehabilitation agencies, and veterans' service organizations serving protected veterans, where available.
- Representatives from these sources receive information on job openings, job descriptions and worker specifications, explanations of the selection process, and tours of the facility.
- The Company has established a process for referral of applicants for employment, and routinely follows up on the results of the process from these sources.

In addition, the Company evaluates the effectiveness of its outreach and recruiting efforts undertaken in the previous AAP plan year. Criteria for these evaluations include:

- The data metrics collected and maintained in accordance with 41 CFR § 60-300.45 and 41 CFR § 60-741.45;
- Attendance at particular outreach and recruiting events;
- Whether event organizers and/or contacts at outreach organizations are responsive, attentive or otherwise actively involved;
- The types of jobs for which there were open positions at the time;
- The level of resources available to dedicate to disability and veterans outreach; and
- Any other relevant factors as appropriate.

Audit and Reporting

One of the most important elements in effectively implementing the affirmative action policy is maintaining a system of self-inspection and recordkeeping. Through such a system, progress toward the achievement of objectives can be measured. For this purpose, the following procedures have been established in accordance with 41 CFR §§ 60-300.44(h), 60-741.44(h):

- Records are maintained of the activities of the affirmative action outreach and positive recruitment programs, and other programs developed to implement the affirmative action plan for individuals with disabilities and protected veterans.
- Reports of the results of these programs are compiled to assess the progress made, and to determine the need for any remedial action.
- Managers will be advised on the results of the affirmative action programs, problem areas or impediments to implementing the affirmative action policy, steps to correct problems or overcome impediments, and recommendations for improving affirmative action performance.

Training

Managers, supervisors, and human resources staff involved in recruiting, screening, selection, promotion, disciplinary, and other related employment processes receive training regarding the affirmative action program and their role in its implementation in accordance with 41 CFR §§ 60-300.44(j), 60-741.44(j).

Data Collection Analysis

The Company documents the following tabulations pertaining to applicants and hires on an annual basis to assist us in evaluating the effectiveness of our affirmative action efforts for individuals with disabilities and protected veterans:

- 1) The total number of job openings at each AAP establishment;
- 2) The total number of jobs filled at each AAP establishment;
- 3) The total number of applicants for all jobs;
- 4) The total number of applicants who self-identified as an individual with a disability;
- 5) The total number of applicants who self-identified as a protected veteran;
- 6) The total number of applicants hired;
- 7) The total number of applicants hired who self-identified as an individual with a disability; and
- 8) The total number of applicants hired who self-identified as a protected veteran.

These computations are collected and maintained for internal purposes only and, in accordance with federal regulations, are not made available to the public.

Utilization Goals

In accordance with 41 CFR § 60-741.45, the Company annually evaluates its utilization of individuals with disabilities in each AAP job group. When the percentage of individuals with disabilities in one or more AAP job groups is less than the utilization goal established by OFCCP (currently 7 percent), the Company determines whether impediments to equal employment opportunity exist and, if so, develops and executes action-oriented programs designed to correct any identified problem areas.

When making this determination, the Company assesses:

- Its personnel processes.
- The effectiveness of its external outreach and recruitment efforts.
- The results of its affirmative action program audit.
- Any other areas that might affect the success of the affirmative action program.

Veteran Hiring Benchmark

In accordance with 41 CFR § 60-300.45, the Company annually sets a protected veteran hiring benchmark equaling the national percentage of veterans in the civilian labor force, as published on OFCCP's website at <https://ofccp.dol-esa.gov/errd/VEVRAA.jsp>.

HNTB Corporation

HNTB Corporation | Indianapolis

111 Monument Circle Suite 1200, Indianapolis, IN 46204

Affirmative Action Program For Women and Minorities

Prepared in accordance with 41 CFR § 60-2

AAP Cycle: January 1, 2024 – December 31, 2024

Snapshot Date: 12/31/2023

Responsible Official: Melanie Huff, Vice President Director of Total Rewards

Local AAP Official: David McDougall, Office Leader IV

CONFIDENTIALITY STATEMENT

The material set forth herein is deemed to be confidential commercial and financial data, the public disclosure of which could cause substantial competitive harm to HNTB (hereinafter "Company"). In addition, all statistical components of this program, including any and all data pertaining to employee compensation, workforce structure (including the ratios between and among AAP job groups and EEO-1 categories), the organizational profile (*i.e.*, organizational display and/or workforce analysis), availability calculations and comparisons, determination of placement rate goals, job group analysis report, identification of problem areas and supporting information pertaining to employment activity, calculations of adverse impact, and evaluations of workforce distribution and employment policies and practices, or the analyses of any of the foregoing, are deemed to constitute trade secrets, operations information, confidential statistical data and other confidential commercial and financial data within the meaning of the Freedom of Information Act (FOIA), 5 U.S.C. § 552 *et seq.*, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, the Trade Secrets Act, 18 U.S.C. § 1905, and 44 U.S.C. § 3510, the disclosure of which is prohibited by law and would subject the individual making the disclosure to criminal and/or civil sanctions. This material has not been disclosed to the public, and should not be, since such disclosure could cause substantial competitive harm to the Company. Therefore, in accordance with 29 CFR § 70.26(c) – (e), we expect that the Company will be notified in writing by the agency prior to disclosure of any request for information pertaining to all or any part of this program, and that the Company shall be given an opportunity to present its objections to disclosure.

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Preliminary Statement

The Company has prepared this document for submission to the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) to demonstrate compliance with OFCCP regulations at 41 CFR Part 60-2 and affirmative action guidelines issued by the Equal Employment Opportunity Commission (EEOC) at 29 CFR Part 1608. Terminology used in OFCCP regulations and EEOC guidance has been used as a guide. Accordingly, the use of such terms as "deficiency," "underrepresentation," "concentration," "expected number," "problem area," "affected class," "underutilization," etc., should not be construed as an admission that in fact either minorities or women have been or presently are being discriminated against in any way in violation of federal, state, or local fair employment practices laws. Further, nothing contained in this material or the data supporting this program should be construed as an admission by the Company that it has contravened any such federal, state, or local fair employment practices laws.

In developing and implementing its affirmative action program (AAP), the Company has been guided by its established policy of providing equal employment opportunity and the principles of Title VII of the Civil Rights Act of 1964. Any placement rate goals established herein are not intended as rigid, inflexible quotas that must be met, but rather as one means to evaluate the effectiveness and sufficiency of the Company's good faith efforts to ensure equal employment opportunity. The use of placement rate goals in this program is not intended to discriminate against any individual or group of individuals with respect to any employment opportunity for which they are qualified on the grounds that they are not the beneficiaries of affirmative action themselves. Nothing herein is intended to sanction the discriminatory treatment of any person.

Organizational Profile

The Company prepares an organizational profile as part of its affirmative action program in accordance with 41 CFR § 60-2.11 and has elected to prepare a “workforce analysis” report in accordance with subparagraph (c).

The workforce analysis report represents the active employees, as of the snapshot date listed on the cover page of this document, who are either physically located at or “report in” to the AAP location, in accordance with 41 CFR § 60-2.1(d) and annotated in accordance with § 60-2.1(e). The report lists each job title as appears in applicable collective bargaining agreements or payroll records, ordered according to pay, within each department or other similar organizational unit. If there are separate, formal, non-obvious work units or lines of progression within a department, the Company is prepared to provide a separate list for each such work unit, or line, including unit supervisors, indicating the order of jobs in the line through which an employee would normally progress.

For each job title, the total number of incumbents, the total number of male and female incumbents, and the total number of male and female incumbents in each of the race/ethnicity subgroups are provided. For the purpose of this report, the Company uses the current race/ethnicity definitions utilized for the employer information EEO-1 survey.

The Company reviews the organizational profile at the beginning of each affirmative action program cycle to determine whether and to what extent the document reveals staffing patterns that may indicate potential barriers to equal employment opportunity, and takes appropriate action if necessary.

Job Group Analysis and Placement of Incumbents in Job Groups

The Company has prepared a “job group analysis” report as part of its affirmative action program in accordance with 41 CFR § 60-2.12. The job group analysis report lists all job titles that comprise each AAP job group covered by the AAP.

Where jobs located at other establishments are included in this affirmative action program, or jobs located at this establishment are included in another establishment’s program, the job group analysis report has been annotated according to § 60-2.1(e).

To satisfy the requirements of 41 CFR § 60-2.13, the job group analysis report also states the percentage of minorities and the percentage of women it employs in each AAP job group at the establishment as of the snapshot date listed on the cover page of this document.

The Company has combined job titles with similar “content, wage rates and opportunities,” as those terms are described in OFCCP’s regulations, into AAP job groups. Among the relevant factors considered by the Company when establishing job groups are:

- The duties and responsibilities of the job titles;
- The compensation structure for the job titles;

- Training, transfers, promotions, pay mobility, and other career enhancement opportunities; and
- The number of incumbents in each job group.

The Company has formed the AAP job groups with the specific and explicit purpose of determining “availability” when establishing “placement rate goals” in accordance with 41 CFR §§ 60-2.14 through 60-2.16. AAP job groups may have little to no significance in other contexts such as employment selection or compensation decisions.

Determining Availability

The Company has separately determined the availability of minorities and women for each AAP job group in accordance with 41 CFR § 60-2.14. The Company’s determination of availability complies with OFCCP’s regulations that require the consideration of at least two factors, internal availability and external availability, to determine the theoretical availability of minorities and women for the AAP job groups the Company has established. This determination of availability has several steps.

Availability Factors

The Company considered the following factors in determining availability:

- The percentage of minorities or women with the requisite skills in the reasonable recruitment areas from which the Company typically seeks or reasonably could seek workers to fill positions in the AAP job group in question; and
- The percentage of minorities or women from those AAP job groups and/or job titles from which employees typically have been promoted or transferred into the AAP job group in question. As appropriate, the Company also considers those employees within the organization who could, with appropriate training which the Company is reasonably able to provide, be promoted or transferred during the AAP year.

Data Sources

When considering the factors necessary to determine availability, the Company has used the most current and discrete statistical information reasonably available. For most, if not all, of the external availability estimates established in this AAP, the Company used occupational data from the Census Bureau’s EEO Tabulation 2014-2018 (five-year ACS data). In some cases, the Company may have supplemented these Census data with information from other reliable sources of external availability data.

External Availability

The reasonable recruitment area(s) for each AAP job group has been identified in the external availability report. The brief rationale for selecting these areas is that they represent the geographic area(s) from where the Company historically has been successful in recruiting candidates for positions within a given job group, from where the Company has determined candidates would reasonably commute, and/or where the Company intends to recruit in the coming AAP cycle. The Company has not drawn its reasonable recruitment areas in such a way as to have the effect of excluding minorities or women, and is prepared to explain any non-obvious recruiting area designations.

External availability for each AAP job group was calculated with consideration of the specific job titles composing each group by matching each job title to an occupational classification code (OCC) from the Census Bureau's EEO Tabulation 2014-2018 (five-year ACS data). Each title was matched to a single OCC where possible.

Internal Availability

The Company has identified the feeder pool(s) for each AAP job group and noted these feeder pools in the internal availability report. The brief rationale for selecting these feeder pools is that they represent the AAP job groups and/or job titles from which employees typically have been promoted or transferred into the job group in question. As appropriate, the Company also considers those employees within the organization who could, with appropriate training (which the Company can reasonably provide), be promoted or transferred into the AAP job group during the upcoming AAP cycle. The Company has not defined these pools in such a way as to have the effect of excluding minorities or women, and is prepared to explain any non-obvious feeder designations.

Internal availability for each AAP job group was calculated using the demographics of the incumbent workforce in each feeder pool as of the snapshot date listed on the cover page of this document and as stated in the job group analysis report.

Final Availability

The Company has separately determined final availability rates for minorities and women in accordance with 41 CFR § 60-2.14. The internal and external factor "weights" represent generally the likelihood that an open position in the AAP job group will be filled with an internal or external candidate based on historical trends and/or current recruiting plans. The internal and external female and minority availability percentages are simply multiplied by the corresponding factor weight percentage and then added together to calculate the final availability figures.

Comparing Incumbency to Availability

The Company has compared the percentage of minorities and women in each AAP job group with the availability rates calculated for each group as described above.

Where the percentage of minorities or women was less than would “reasonably be expected given their availability,” the Company has established a “placement rate goal” at least equal to the calculated availability percentage.

Pursuant to the terms of OFCCP’s May 4, 2000, notice of proposed rulemaking and the supplementary information published with the regulations at 41 CFR Part 60-2 on November 13, 2000, when making its determinations as to whether the percentage of minorities or women was less than would reasonably be expected given their availability, the Company has set percentage placement rate goals in those job groups where the current representation is less than 80 percent of the availability rate and the difference equals at least one whole person. See 65 Fed. Reg. 26087, 26098 (May 4, 2000); 65 Fed. Reg. 68021, 68033 (November 13, 2000).

Placement Rate Goals

The Company has established annual percentage “placement rate goals” for minorities and/or women in those AAP job groups where the percentage of minorities and/or women employed was less than would reasonably be expected given their availability rate in accordance with 41 CFR §§ 60-2.15 and 60-2.16.

The placement rate goals established by the Company always at least equal the availability rate for minorities and/or women in each particular AAP job group.

The Company has adhered to the following principles when establishing its percentage placement rate goals:

- The Company has established these “goals” as a benchmark for evaluating the effectiveness and sufficiency of the Company’s good faith affirmative action efforts.
- “Placement rate goals” are not rigid and inflexible quotas that must be met, and they are not considered as either a ceiling or a floor for the employment of particular groups.
- In all employment decisions, the Company’s policy requires that selection decisions be made in a nondiscriminatory manner. “Placement rate goals” will not be used as a justification to extend a preference to any individual, select an individual, or adversely affect an individual’s employment status, on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- The Company does not use “placement rate goals” to establish set-asides for specific groups, nor are they used to achieve proportional representation or equal results.
- The Company’s policy does not permit “placement rate goals” to supersede merit selection principles.

Designation of Responsibility

The Company has assigned overall responsibility for the implementation of equal employment opportunity and affirmative action to the “responsible official” listed on the cover page of this document. Although some day-to-day responsibilities may lie with a local official (also listed on the cover page), the responsible official also serves as the Company’s contact in an OFCCP compliance review or complaint investigation. **All OFCCP correspondence should be directed to the responsible official unless otherwise informed by the Company in writing.**

To ensure effective implementation of the affirmative action program, the responsible official has the authority, resources, support of, and access to senior operational executives. The responsible official’s responsibilities include, but are not limited to:

- Directing, conducting, or participating in the in-depth analyses of the location’s total employment process to determine whether and where impediments to equal employment opportunity exist.
- Directing and assisting in the development and implementation of action-oriented programs designed to correct any problem areas identified.
- Directing and assisting in the design and implementation of auditing systems to ensure implementation of the affirmative action program.
- Reviewing internal EEO reports with all levels of the management, as appropriate.
- Advising top management of the program’s effectiveness and submitting recommendations to improve unsatisfactory performance, as appropriate.
- Drafting appropriate portions of the affirmative action program consistent with the implementation of the Company’s affirmative action policies and procedures.
- Serving as liaison between the government and the Company.
- Serving as liaison between the Company and appropriate organizations in the community upon which the Company may rely in fulfilling program obligations.

Equal Employment Opportunity (EEO) Policy Officer

This is to affirm HNTB Corporation's policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof.

Our organization will not discriminate against or harass any employee or applicant for employment because their race, color, religion, sex, national origin, age, disability, pregnancy status, sexual orientation, gender identity, veterans' status, genetic information, citizenship status or other status protected by the law.

We will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities.

HNTB Corporation will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. In addition, all other employees are expected to perform their job responsibilities in a manner that supports equal employment opportunity for all.

I have appointed Melanie Huff to manage the Equal Employment Opportunity Program. This person's responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State and Local agencies. I will receive and review reports on the progress of the program. Any employee or applicant may inspect our Affirmative Action Program during normal business hours by contacting the EEO Coordinator.

If any employee or applicant for employment believes he or she has been treated in a way that violates this policy, they should contact either Melanie Huff at 6300 Sprint Parkway, Suite 300, Overland Park, KS 66211 or any other representative of management, including me. Responsible parties will investigate allegations of discrimination or harassment as confidentially and promptly as possible, and we will take appropriate action in response to these investigations.



Rob J. Slimp, CEO

Date: January 2, 2024

Identification of Problem Areas

The Company periodically performs in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. These analyses include an appropriate evaluation of:

- The workforce by organizational unit and job group to determine whether there are any problems of minority or female utilization or of minority or female distribution;
- Personnel activity, including applicant flow, hires, terminations, and promotions to determine whether there are selection disparities;
- Compensation systems to determine whether there are gender-, race- or ethnicity-based disparities;
- Selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women; and
- Other areas that might impact the success of the affirmative action program.

Action-Oriented Programs

The Company develops and executes action-oriented programs designed to correct potential problem areas identified elsewhere in this affirmative action program.

When developing these programs, the Company reviews them to ensure that they do not consist solely of the same procedures that previously have produced inadequate results.

Details regarding the Company's current action-oriented programs are available in the attached appendix.

Internal Audit and Reporting System

The Company has developed and implemented a system that periodically measures the effectiveness of its affirmative action program. This system includes the following:

- Periodically monitoring progress toward affirmative action goals;
- Periodically monitoring records pertaining to hiring, promotions and terminations;
- Periodically monitoring records pertaining to other selection procedures, including referrals, placements and transfers;
- Periodically monitoring records pertaining to compensation;

- Conducting scheduled internal reporting on the degree to which equal employment opportunity and organizational objectives have been attained;
- Reviewing reports, data, information, and findings with appropriate levels of management;
- Advising top management of the affirmative action program's effectiveness; and
- Recommending to top management methods to improve unsatisfactory affirmative action performance, as appropriate.

The responsible official is responsible for executing (or directing the execution of) these internal audit and reporting responsibilities.

Appendix

Action-Oriented Programs

Outreach Events Included:

Location	Partner Organization	Date of Event
N/A	HNTB Internal Mentoring Program - PA	1/1/2023
Raleigh	Carolinas Mentoring Program	1/6/2023
Salt Lake City	WTS Utah Chapter	1/9/2023
N/A	COMTO	1/10/2023
Lenexa	St. James Academy - Lenexa	1/13/2023
N/A	WTS, Central Florida Chapter	1/18/2023
Madison	MAYDM	1/19/2023
Ontario	WTS - IE	1/19/2023
New York	WTS- Greater New York	1/24/2023
Ontario	WTS - IE	1/24/2023
Ames	SWE - Iowa State	1/25/2023
Milwaukee	NAIOP	1/26/2023
Kansas City	TechBridge Girls	1/27/2023
Anaheim	ICTPA-SCC	1/28/2023
Oakland	WTS- SF Bay Area Chapter	1/30/2023
Atlanta	HNTB DBE Office - Atlanta	2/7/2023
Orange County	ACEC - OC	2/7/2023
Orange County	ACEC - CA	2/7/2023
Overland Park	KSPE - Kansas Society of Professional Engineers	2/7/2023
Miami	Florida Transportation Builder's Association	2/8/2023
Los Angeles	ACEC - OC	2/8/2023
Los Angeles	ACEC - CA	2/8/2023
Los Angeles	Girls Academic Leadership Academy	2/8/2023
New York	Professional Women in Construction (PWC)	2/9/2023
Milwaukee	Milwaukee Metropolitan Sewage District (MMSD)	2/9/2023
Los Angeles	LA ASCE YMF	2/10/2023
N/A	Youth Development & Mentoring Program (YDMP)	2/11/2023
Orlando	WTS, Central Florida Chapter	2/14/2023
Oakland	Women in Logistics	2/14/2023
N/A	Brentwood Magnet Elementary School	2/15/2023
Los Angeles	Girls Academic Leadership Academy	2/15/2023
New York	Professional Women in Construction (PWC)	2/16/2023
Milwaukee/Madison	HNTB Wisconsin ID&E Committee	2/16/2023
Oakland	COMTO- OAK	2/16/2023

Lenexa	St. James Academy - Lenexa	2/17/2023
Kansas City	SWE - Kansas City	2/17/2023
Los Angeles	LA ASCE YMF	2/17/2023
Irvine	ASCE-OC	2/17/2023
Lansing	Transportation and Civil Engineering Program (TRAC)	2/21/2023
Los Angeles	Girls Academic Leadership Academy	2/21/2023
New York	WTS- Greater New York	2/22/2023
N/A	WTS, Central Florida Chapter	2/22/2023
Seattle	American Public Works Association - Washington State Chapter	2/22/2023
Atlanta	Society of Women Engineers - GA	2/23/2023
Atlanta	ASCE - Atlanta	2/23/2023
Seattle	Capacity Building Membership Program	2/24/2023
Lansing	Transportation and Civil Engineering Program (TRAC)	2/24/2023
Santa Ana	WTS OC	2/25/2023
Los Angeles	Institute of Transportation Engineers (ITE)	2/25/2023
Madison	Society of Women Engineers (SWE) - WI	2/27/2023
Cleveland	University of Cincinnati	2/28/2023
New York	HNTB Partners Program	2/28/2023
Milwaukee	NAIOP	2/28/2023
Los Angeles	Girls Academic Leadership Academy	3/1/2023
N/A	ASCE Students Symposium Volunteer	3/2/2023
N/A	WTS, Central Florida Chapter	3/3/2023
Bellevue	Dowl Engineering	3/4/2023
N/A	KSPE - Kansas Society of Professional Engineers	3/4/2023
Milwaukee	Muskego Lakes Middle School	3/6/2023
Kansas City	Prep KC	3/7/2023
Atlanta	HNTB DBE Office - Atlanta	3/8/2023
Los Angeles	Girls Academic Leadership Academy	3/8/2023
Oakland	WTS- SF Bay Area Chapter	3/8/2023
New York	Conference of Minority Transportation Officials New York (COMTO NY)	3/14/2023
Milwaukee	NAIOP	3/14/2023
N/A	Penderfield Elementary	3/14/2023
Los Angeles	Schurr High School	3/14/2023
Tampa	WTS International - Tampa	3/15/2023
N/A	Sparks In Action	3/17/2023
Los Angeles	LA ASCE YMF	3/18/2023
Los Angeles	Schurr High School	3/21/2023
Cleveland	ASCE - Ohio Chapter	3/22/2023
Tampa	Florida Construction Career Days Statewide	3/23/2023
Daytona Beach	Embry-Riddle Aeronautical University Career Services	3/23/2023
N/A	TxDOT	3/24/2023

Lansing	Institute of Transportation Engineers - MI	3/25/2023
Tallahassee	FDOT	3/26/2023
N/A	ASCE Geo Institute	3/26/2023
Kansas City	Prep KC	3/28/2023
Los Angeles	Girls Academic Leadership Academy	3/28/2023
Los Angeles	Schurr High School	3/28/2023
N/A	ASBI	3/29/2023
Kansas City	Greater Kansas City Science & Engineering Fair	3/29/2023
Kansas City	COMTO - Kansas City	3/30/2023
New York	American Planning Association (APA)	4/1/2023
Ontario	Toronto Railway Club	4/1/2023
New York	American Planning Association (APA)	4/3/2023
Denver	HNTB Denver - Internal Efforts	4/4/2023
Manhattan	Amanda Arnold Elementary School	4/4/2023
Milwaukee/Madison	HNTB Wisconsin ID&E Committee	4/5/2023
N/A	WTS Philadelphia	4/11/2023
Kansas City	American Institute of Architects (AIA)	4/13/2023
Atlanta	ACEC - GA	4/15/2023
Atlanta	ASCE - Atlanta	4/15/2023
Atlanta	Society of Women Engineers - GA	4/15/2023
N/A	NJ Transaction	4/18/2023
Ontario	WTS - IE	4/19/2023
Golden Valley	WTS - MN	4/20/2023
Seattle	COMTO Washington	4/21/2023
N/A	WTS, Central Florida Chapter	4/26/2023
New York	New York University (NYU)	4/26/2023
New York	ASCE Metropolitan Section	4/27/2023
Lansing	Transportation and Civil Engineering Program (TRAC)	4/27/2023
N/A	ASCE NJB	4/27/2023
Kansas City	New Chelsea Elementary School	4/27/2023
San Francisco	Equality California	4/29/2023
Seattle	WTS - Puget Sound/Seattle Chapter	5/3/2023
N/A	Society of American Military Engineers (Same)	5/3/2023
Chicago	WTS - IL	5/4/2023
Los Angeles	SCAG	5/4/2023
N/A	ACEC - MI	5/9/2023
Okemos	Michigan Construction	5/9/2023
New York	WTS- Greater New York	5/10/2023
Miami	CoMotion	5/10/2023
Ft. Lauderdale	COMTO	5/11/2023
Orlando	ASHE Central Florida	5/11/2023
Minneapolis/St. Paul	Minnesota Transportation Conference	5/15/2023
N/A	Transportation Diversity Recruitment Program (TDRP)	5/15/2023

N/A	HNTB IDE	5/16/2023
N/A	WTS - Central VA	5/18/2023
N/A	ACEC-NJ	5/18/2023
N/A	ASCE	5/21/2023
Lansing	Grand Ledge Middle School	5/22/2023
Milwaukee/Madison	HNTB Wisconsin ID&E Committee	5/26/2023
Seattle	COMTO	5/30/2023
Miami	ACEC - FL	5/31/2023
Milwaukee/Madison	HNTB Wisconsin ID&E Committee	5/31/2023
Atlanta	Society of Women Engineers - GA	6/1/2023
Atlanta	ACEC - GA	6/2/2023
N/A	3rd International Interactive Symposium UHPC	6/4/2023
N/A	HNTB IDE	6/5/2023
N/A	East End Elementary	6/7/2023
New York	Queens Chamber of Commerce	6/7/2023
Seattle	WTS - Puget Sound (Washington state)	6/8/2023
Atlanta	ASCE - Atlanta	6/11/2023
N/A	COMTO	6/12/2023
N/A	HNTB IDE	6/12/2023
Tampa	Hiring Our Heroes	6/13/2023
N/A	African American Chamber of Commerce NJ	6/15/2023
N/A	Hubbard Middle School	6/15/2023
New York	HNTB Partners Program	6/15/2023
Seattle	CMAA Pacific Northwest Chapter	6/15/2023
Saint Paul	Natl Assoc for the Advancement of Colored People	6/17/2023
Seattle	Port of Seattle	6/20/2023
N/A	New Jersey Alliance for Action	6/21/2023
Seattle	SMPS Seattle	6/21/2023
Kansas City	genKC - KC Chamber	6/21/2023
N/A	COMTO - MI	6/22/2023
N/A	WTS Philadelphia	6/22/2023
Orange County	CMAA	6/22/2023
N/A	HNTB IDE	6/22/2023
New York	WTS- Greater New York	6/26/2023
Santa Ana	Intern Summit	6/27/2023
Miami	WTS International South Florida	6/28/2023
N/A	African American Mayors Association	6/29/2023
Atlanta	Atlanta Business League	7/1/2023
Atlanta	ASCE - Atlanta	7/11/2023
Atlanta	Society of Women Engineers - GA	7/11/2023
N/A	COMTO - MI	7/12/2023
Miami	ASCE - Florida Section	7/13/2023
N/A	Youth Development & Mentoring Program (YDMP)	7/15/2023

Tampa	TB COC Military Advisory Comm.	7/18/2023
Atlanta	HNTB DBE Office - Atlanta	7/18/2023
N/A	Construction Career Days of Northeast Florida	7/18/2023
N/A	Youth Development & Mentoring Program (YDMP)	7/18/2023
Tampa	Hiring Our Heroes	7/19/2023
Atlanta	HNTB DBE Office - Atlanta	7/19/2023
Santa Ana	WTS OC	7/19/2023
N/A	HNTB	7/20/2023
San Jose	Mineta Transportation Institute/SJSU Tower Foundation	7/24/2023
N/A	Transportation Diversity Recruitment Program (TDRP)	7/26/2023
Kansas City	Kansas City Chamber	7/26/2023
N/A	Transportation Diversity Recruitment Program (TDRP)	7/27/2023
N/A	Kansas City Industry Liaison Group (KCILG)	8/1/2023
Ft. Lauderdale	COMTO	8/3/2023
Miami	SASHTO	8/7/2023
N/A	HNTB IDE	8/8/2023
New York	Bechtel - HNTB Diverse Business Outreach	8/9/2023
N/A	WTS - Central VA	8/10/2023
Santa Ana	WTS OC	8/10/2023
New York	Young Professional in Transportation NYC	8/10/2023
Tampa	TB COC Military Advisory Comm.	8/15/2023
Chula Vista	ASCE Young Members Forum - SD	8/19/2023
Atlanta	ACEC - GA	8/26/2023
Atlanta	ASCE - Atlanta	8/26/2023
Atlanta	Society of Women Engineers - GA	8/26/2023
Miami	COMTO	8/29/2023
Milwaukee	MAYDM	8/29/2023
Atlanta	COMTO - Georgia	8/30/2023
Cleveland	WTS	8/31/2023
Atlanta	ASCE - Atlanta	9/7/2023
Atlanta	Society of Women Engineers - GA	9/7/2023
Milwaukee/Madison	HNTB Wisconsin ID&E Committee	9/7/2023
Atlanta	ACEC - GA	9/13/2023
N/A	WTS Philadelphia	9/14/2023
N/A	Drive Engineering	9/14/2023
New York	HNTB Partners Program	9/14/2023
N/A	ACEC-NJ	9/17/2023
Atlanta	IBTTA/Women in Tolling	9/19/2023
New York	Professional Women in Construction (PWC)	9/20/2023
New York	African American Chamber of Commerce NJ (AACCNJ)	9/20/2023
New York	African American Chamber of Commerce NJ	9/21/2023
New York	South Asian American Association (SAAAI)	9/21/2023
N/A	WTS, Central Florida Chapter	9/22/2023

N/A	ASCE Geo-Institute Connecticut Valley Chapter	9/22/2023
N/A	Latinos in Transit - DC	9/23/2023
N/A	WTS Philadelphia	9/23/2023
New York	WTS- Greater New York	9/25/2023
Des Moines	Al Exito	9/26/2023
N/A	COMTO	9/27/2023
N/A	WTS, Central Florida Chapter	9/28/2023
N/A	HNTB IDE	9/28/2023
San Antonio	Goliad ISD	9/28/2023
Denver	Hoya Foundation	9/28/2023
Los Angeles	DIY Girls	9/28/2023
Miami	Latin Builders Association	9/29/2023
Houston	TSU	9/30/2023
Houston	HCTRA	10/3/2023
N/A	ACEC - MI	10/3/2023
New York	Manhattan College	10/3/2023
Ontario	WTS - IE	10/5/2023
New York	COMTO NY	10/6/2023
Miami	COMTO	10/6/2023
Miami	Cuban American Association of Civil Engineers	10/7/2023
Miami	APTA	10/9/2023
Daytona Beach	Embry-Riddle Aeronautical University Career Services	10/10/2023
N/A	HNTB IDE	10/11/2023
Chicago	WTS - IL	10/12/2023
New York	Architecture, Construction and Engineering Mentor Program of Greater NY (ACE)	10/12/2023
N/A	WTS - NJ	10/13/2023
N/A	WTS International	10/14/2023
Columbus	OSU	10/19/2023
N/A	WTS, Central Florida Chapter	10/19/2023
N/A	WTS - Central VA	10/19/2023
N/A	WTS Philadelphia	10/19/2023
N/A	SHE-SWE-MEET Career Fair	10/20/2023
Miami	COMTO	10/21/2023
Tampa	Hiring Our Heroes	10/23/2023
New Jersey	American Council of Engineering Companies of NJ	10/26/2023
New York	WTS- Greater New York	10/26/2023
N/A	ACEC-NJ	10/26/2023
Seattle	WTS - Puget Sound (Washington state)	10/26/2023
Lake Mary	Florida Engineering Society (FES)	10/26/2023
Chicago	Illinois Road & Transportation Builders Association - IRTBA	10/26/2023
Milwaukee	Milwaukee Metropolitan Sewage District (MMSD)	10/26/2023

Tampa	WTS International - Tampa	10/28/2023
New York	JFK Redevelopment Program	10/28/2023
Redmond	Stella Schola Middle School	11/2/2023
N/A	Society of American Military Engineers (Same)	11/4/2023
Atlanta	Society of Women Engineers - GA	11/5/2023
Miami	COMTO	11/8/2023
N/A	Florida Atlantic University	11/8/2023
Kansas City	SWE - Kansas City	11/8/2023
Indianapolis	WTS - IN	11/9/2023
Atlanta	ACEC - GA	11/9/2023
N/A	COMTO	11/9/2023
N/A	WTS Pittsburgh	11/9/2023
Kansas City	COMTO - Kansas City	11/9/2023
Seattle	WTS - Puget Sound (Washington state)	11/9/2023
N/A	WTS - NJ	11/9/2023
N/A	WTS Pittsburgh	11/9/2023
Kansas City	COMTO - Kansas City	11/9/2023
Golden Valley	ACEC - MN	11/9/2023
Kansas City	SWE - Kansas City	11/10/2023
Chicago	Arab Association of Engineers & Architects	11/12/2023
Chicago	AAAEA - Arab Association of Engineers & Architects	11/12/2023
New York	WTS- Greater New York	11/13/2023
N/A	Transportation Research Board	11/13/2023
N/A	WTS Central PA	11/14/2023
Westwood	American Society of Civil Engineers Younger Member Groups (ASCE YMG)	11/14/2023
New York	ASCE Metropolitan Section	11/14/2023
San Diego	Caltrans	11/14/2023
Tampa	Hiring Our Heroes	11/15/2023
New York	WTS- Greater New York	11/15/2023
Atlanta	HNTB DBE Office - Atlanta	11/15/2023
New York	Greater Jamaica Development Corporation	11/15/2023
New York	COMTO NY	11/16/2023
Seattle	CMAA Pacific Northwest Chapter	11/16/2023
New York	Allen Community Non-Profit Programs & Greater Allen Development Corporation	11/16/2023
Ft. Lauderdale	COMTO	11/18/2023
Kansas City	Hiring Our Heroes	11/21/2023
N/A	Society of American Military Engineers (Same)	11/27/2023
Dallas	Dallas Black Chamber of Commerce	11/28/2023
N/A	ACEC-NJ	11/28/2023
Austin	Austin chamber of Commerce	11/28/2023
Galveston	Austin Middle School	11/28/2023

El Paso	El Paso Chamber of Commerce	11/28/2023
Baton Rouge	Glen Oaks High School	11/28/2023
New York	HNTB Partners Program	11/29/2023
Atlanta	ACEC - GA	11/30/2023
N/A	Career Carnival for Kids	11/30/2023
Cleveland	ASCE - Ohio Chapter	12/1/2023
New York	Professional Women in Construction (PWC)	12/1/2023
Cleveland	WTS	12/3/2023
N/A	WTS - Central VA	12/5/2023
N/A	KSPE - Kansas Society of Professional Engineers	12/5/2023
Minneapolis	Think Connect DBE	12/5/2023
Los Angeles	ITE at UCLA	12/5/2023
Lake Mary	WTS, Central Florida Chapter	12/7/2023
Santa Ana	WTS OC	12/7/2023
Golden Valley	ACEC - MN	12/7/2023
Miami	ASCE - Florida Section	12/8/2023
Kansas City	Hiring Our Heroes	12/8/2023
N/A	WTS - NJ	12/13/2023
Irving	NTX Chamber of Commerce	12/13/2023
Ft. Lauderdale	COMTO	12/14/2023
Kansas City	Hiring Our Heroes	12/18/2023
N/A	ASHE NCNJ	12/18/2023
N/A	Professional Engineers in Construction of NJ	12/18/2023
Ft. Lauderdale	Blanche Ely High School	12/20/2023
Miami	ASCE - Florida Section	12/29/2023
Miami	COMTO	12/29/2023

Other On Campus Events Included:

University	Event	Date
Kansas State University	KSU CE Mentoring Program	1/2/2023
Milwaukee School of Engineering	CAECM Career Night Event	1/12/2023
University of Florida	UF ESSIE Evening with Industry	1/17/2023
University of Michigan	Winter Engineering Career Fair	1/25/2023
Florida A&M University	Spring 2023 Career and Internship Expo	1/25/2023
Texas A&M	Spring 2023 SEC Engineering Career Fair	1/26/2023
Purdue University	Purdue Student Interview Co-Op Days	1/30/2023
CSULB ASCE	CSULB ASCE Career Fair	1/30/2023
North Carolina State University	HNTB Meet & Greet	1/31/2023
Purdue University	Professional Practice Career Fair	1/31/2023
UCLA	UCLA ASCE Winter Networking Night	1/31/2023
Stevens Institute of Technology	Stevens Co-op Decision Day, networking with students joining the Stevens Co-op program	2/1/2023
UCLA	ASCE at UCLA Spring Fair	2/2/2023
University of Wisconsin-Madison	UW- Madison Engineering & STEM Fair	2/2/2023
University of Wisconsin-Madison	Engineer & STEM Fair - Spring 2023	2/2/2023
UCLA	UCLA ASCE Winter Career Fair	2/2/2023
University of South Florida	Career Fair for Technical Professions	2/3/2023
Louisiana State University	Spring Engineering Networking Reception	2/6/2023
University of Texas at Austin	2023 UTSOA Career Fair	2/6/2023
North Carolina State University	NC State Engineering Career Fair - Spring 2023	2/7/2023
Clemson University	Clemson University Spring Career Fair	2/7/2023
Louisiana State University	Spring Career Expo	2/7/2023
North Carolina State University	Engineering Career Fair	2/7/2023
University of Minnesota	Coll of Science & Engineering Career Fair	2/7/2023
Michigan State University	Career Fair - Core Connect	2/8/2023

NJIT	Pre-Career Fair Professional Pannel	2/8/2023
Georgia Tech	ASCE Spring Career Fair	2/8/2023
UC Berkeley	Spring CEE Career Fair	2/8/2023
UCLA	UCLA ITE Student Professional Mixer	2/9/2023
UNC Charlotte	STEM Fair at UNC Charlotte	2/10/2023
Michigan State University	Career Fair - Senior Design	2/13/2023
University of Michigan	Career Fair	2/14/2023
New Jersey Institute of Technology	Spring 2023 Career Fair	2/14/2023
NJIT	Spring 2023 Career Fair	2/14/2023
Penn State University	Penn State ASCE Career Fair	2/14/2023
Kansas State University	Engineering Career Fair	2/15/2023
Northeastern University	CEE Career Mixer	2/15/2023
Prairie View A&M	Society of Hispanic Professional Engs	2/15/2023
Prairie View A&M	Spring 2023 All Majors Career Fair	2/15/2023
Marquette University	Marquette University SWE Networking	2/15/2023
University of Maine Orono	Spring 2023 Career Fair	2/15/2023
Univ of Illinois Urbana - Champaign	CEE Spring 2023 fair	2/16/2023
University of Washington	CEE Spring 2023 fair	2/16/2023
Worcester Polytechnic Institute	Spring Career Fair	2/16/2023
Rutgers University Spring Mega Fair	Spring 2023 Career Fair	2/17/2023
University of Southern California	USC Architectural Guild Firm Fair	2/17/2023
Michigan State University	Career Fair	2/20/2023
University of Central Florida	CECE Career Mixer	2/20/2023
University of Kansas	Architecture Fair	2/21/2023
University of Texas at Austin	Spring Engineering Expo	2/21/2023

University of Colorado - Boulder	Virtual Career and Internship Fair	2/22/2023
Virginia Tech	Spring CEE Career Fair	2/22/2023
UW AMSE	UW ASME x SASE Industry Networking Night	2/22/2023
North Carolina A&T	STEM & Business Spring Virtual Career Fair	2/23/2023
North Carolina A&T	STEM Spring Virtual Career Fair	2/23/2023
Columbia University	Micro Career Fair - Engineering	2/24/2023
UCLA	UCLA AUD Career Fair	2/24/2023
Howard University	All Majors Job & Internship Fair	2/28/2023
Penn State University	Presentation and Recruitment	3/2/2023
Oklahoma State University (OSU)	STEM Career Fair	3/2/2023
University Massachusetts Lowell	Civil & Environmental Eng Career Fair	3/2/2023
Cal Poly - Pomona	Chi Epsilon Industry Breakfast	3/9/2023
Cal Poly - Pomona	Ursa Major in the Bronco Student Center	3/9/2023
ASCE San Jose State	ASCE SJSU Student Networking Event	3/15/2023
University of Virginia	Professional Practice Panel Discussion: Allied Professionals	3/22/2023
University of Oklahoma	Steel Bridge Presentation	4/5/2023
Rowan University	Traffic Signal Systems Design Student Seminar	4/6/2023
Lawrence Technological University	Lawrence Tech Senior Design Capstone	4/11/2023
U of Wisconsin Milwaukee	Spring 2023 Engineering, Construction and Computer Science Industry Exp	4/24/2023
Milwaukee School of Engineering	civil engineering construction projects	4/25/2023
ITE at UCLA	"ITE at UCLA Alumni Panel	4/27/2023
Ferris State University	FSU Golf Outing	4/29/2023
Stevens Institute of Technology	CEOE Department's Annual Professional Networking Event	5/3/2023
University of Platteville	"Meet the Sponsor" mini career fair	6/10/2023
Lawrence Technological University	HNTB/MDOT/LTU YDMP Event	7/18/2023
Michigan State University	Lansing Link Up	7/26/2023

University of Wisconsin-Madison	STEM to Stern Program	8/4/2023
Valparaiso University	Valparaiso University Engineering, Science & Technology Career Fair	8/9/2023
Rose Hulman Inst of Technology	Career Fair	8/10/2023
Ball State University	Cardinal Job Fair 2023	8/16/2023
OU Women In Engineering	Halliburton Women's Welcome Alumni Panel	8/17/2023
ASCE - Oklahoma State University	ASCE Student Chapter meeting	8/29/2023
ASCE - Oklahoma State University	ASCE Student Chapter Panel Discussion	8/29/2023
ASCE – KU	KU ASCE Career Fair Prep	9/1/2023
Michigan State University	Career Fair	9/5/2023
Univ of Illinois Urbana – Champaign	CEE Fall 2023 Career Fair	9/5/2023
University of Texas at Austin	Fall Engineering Expo	9/6/2023
University of Louisville	Fall All Engineering Majors Career Fair	9/7/2023
ASCE - NCA&T - Greensboro NC	Solicitation Packet for 2024 ASCE Competition	9/7/2023
University of Missouri, KC	UMKC Fall Career Fair	9/7/2023
University of Missouri, KC	Career Fair	9/7/2023
University of Missouri	Fall Career Fair	9/7/2023
San Jose State University	Donation	9/7/2023
APA - University of Oklahoma	APA Student Event - RCP Mixer	9/8/2023
University of Wisconsin-Madison	Engineering and STEM Career Fair	9/11/2023
Michigan State University	MSU Industry Day	9/12/2023
North Carolina State University	HNTB Meet and Greet	9/12/2023
Marquette University	Resume Review	9/12/2023
North Carolina A&T	North Carolina A&T\STEM & Business Fall Career Fair	9/13/2023
Louisiana State University	Fall Engineering Networking Reception	9/13/2023

North Carolina A&T	Fall STEM career fair	9/13/2023
North Carolina A&T	Fall S.T.E.M. & Business Career Fair	9/13/2023
Texas A&M	ASCE Career Fair	9/13/2023
Louisiana State University	Fall Career Expo	9/14/2023
Prairie View A&M	Fall All Major Fair	9/14/2023
Prairie View A&M	All Majors Career Fair	9/14/2023
Worcester Polytechnic	On Campus Fall Fair	9/14/2023
University of Oklahoma	Career Fair	9/14/2023
New York University (NYU)	NYU Wasserman - Employer Engagement	9/15/2023
UNC Charlotte	Fall Career & Internship Fair 2023	9/15/2023
Georgia Tech	CEEatGT Career Expo	9/15/2023
Lawrence Tech University	Lawrence Tech Senior Design Capstone	9/18/2023
University of Central Florida	CECE Career Mixer	9/18/2023
Michigan Tech University	Career Fair	9/19/2023
Michigan Tech	Fall Career Fair	9/19/2023
Oklahoma State University (OSU)	CEAT Career Fair	9/19/2023
Iowa State University (ISU)	2023 Fall Career Fair	9/19/2023
Western Michigan University	Career Fair	9/20/2023
Stevens Institute of Technology	Undergraduate virtual job and internship fair.	9/20/2023
North Carolina State University	NC State Engineering Career Fair	9/20/2023
North Carolina State University	Diversity Networking Night	9/20/2023
NJIT	"Being HNTB" Recruitment Session and Pre-Career Fair Tips	9/20/2023
Florida International University	On-Campus Career Fair (Technical Majors)	9/20/2023
Kansas State University	Engineering Networking Reception	9/20/2023
North Carolina State University	Diversity Networking Night	9/20/2023
North Carolina State University	Engineering Career Fair	9/20/2023
Ohio State	Construction, Civil, & Environmental Engineering Career Fair	9/20/2023

University of Central Missouri	Career Fair	9/20/2023
University of Kansas	Career Fair	9/20/2023
Kansas State University	All University Career Fair - Engineering/Technology	9/21/2023
Marquette University	Career Fair	9/21/2023
Cal Poly - Pomona	STEM Career Fair	9/22/2023
University of South Florida	Engineering Career Fair	9/22/2023
Cal Poly - Pomona	College Career Fair	9/22/2023
Michigan State University	MSU Networking Event	9/25/2023
Michigan State University	Career Fair - Core Connect	9/25/2023
Virginia Tech	Civil and Environment Fair	9/25/2023
Clemson University	Clemson University Fall Career Fair	9/26/2023
Howard University	College of Engineering and Architecture Fall 2023 Career Fair	9/26/2023
Howard University	engineering career fair	9/26/2023
Missouri S&T	Missouri S&T Career Fair	9/26/2023
Michigan State University	Career Fair	9/27/2023
NJIT	Fall 2023 Career Fair	9/27/2023
Milwaukee School of Engineering	Fall Career Fair	9/27/2023
NJIT	NJIT Fall 2023 Career Fair	9/27/2023
University of Colorado - Boulder	Civil & Arch Engineering Fair	9/27/2023
Univ of Wisconsin Platteville	Career Fair	9/27/2023
University of Wisconsin-Madison	ASCE Chapter Meeting Presentation	9/27/2023
Lawrence Technological	Career Fair	9/28/2023
University of Iowa	University of Iowa Fall Career Fair	9/28/2023
University of Miami	University of Miami - Engineering Career Day on 9/29/23	9/29/2023
Univ of Wisconsin Milwaukee	Fall Career Fair	9/29/2023
University of Idaho	Memorial Garden Design Charrette	9/29/2023
Calvin University	Career Fair	10/3/2023
University of Michigan	Civil and Environmental Engineering Career Fair	10/3/2023
University of Minnesota	2023 CECE ASCE Career Fair	10/3/2023

Indiana State University	Built Environment Career Fair	10/4/2023
Univ of Wisconsin Platteville	Fall Construction Networking Event	10/4/2023
Univ of Wisconsin Platteville	Construction Career Fair	10/4/2023
Florida Polytechnic University	Career Fair	10/5/2023
Southern Illinois Univ Edwardsville	SIUE Fall Career Fair	10/5/2023
Columbia University	Tech & Engineering Career Fair	10/6/2023
University of Florida	UF: Evening with Industry	10/10/2023
University of Florida	ESSIE Evening with Industry	10/10/2023
Purdue University	CESAC Info Session	10/11/2023
California Baptist University	College Career Fair	10/11/2023
Purdue University	2023 CESAC Civil Engineering Career Fair	10/12/2023
Massachusetts Lowell	Careers in STEM: A Umass Lowell Career Fair	10/12/2023
Penn State University	Career Fair Mixer	10/16/2023
Penn State University	Fall ASCE Career Fair	10/17/2023
University of Washington	2023 Science & Engineering Career Fair - SEBA	10/17/2023
CSU Fullerton	College Career Fair	10/19/2023
UCI	College Career Fair	10/24/2023
New York Institute of Technology	(Duplicate) 15th Annual Alumni & Friends Reception	10/25/2023
New York Institute of Technology	Ambassador Sponsorship for NYIT's school of Architecture & Design's Alumni and Friends Reception	10/25/2023
UC Berkeley	Fall Civil & Environmental Engineering (CEE) Career Fair	10/25/2023
ITE at UCLA	UCLA ITE Career Fair	10/26/2023
UCLA	ASCE at UCLA Fall Fair	10/31/2023
LA ASCE YMF	UCLA ASCE Career Fair:	10/31/2023
UC Los Angeles	College Career Fair	10/31/2023
NJIT	The 2024 ASCE National President's Visit at NJIT	11/1/2023
University of Washington	CEE Fair	11/8/2023
University of Washington	UW CEE Career Fair	11/8/2023
UMass	"Railway Geotechnics" Geotechnical Seminar; presented to graduate students and professors; outreach and recruiting of talent	11/10/2023
Iowa State University (ISU)	STEEL BRIDGE PRESENTS TO HNTB	11/10/2023

Indiana University	O'Neill Environment and Sustainability Focus Fair	11/13/2023
University of Michigan	Career Fair	11/14/2023
University of Washington	University of Washington - HNTB Lunch n Learn	11/14/2023
FPU FSE Student Chapter	Student Chapter Kick Off	11/16/2023
NCSU ITE	chapter meeting	11/16/2023
Milwaukee School of Engineering	Senior Design Class presentation	11/17/2023
USF SWE Chapter	General Body Meeting	11/20/2023
ITE SoCal / OCTEC	ITE SoCal / OCTEC Student Night	11/21/2023
New York University (NYU)	NYU Tandon's Career fair	11/29/2023
Macomb Community Coll.	Career Fair	12/6/2023
Cascadia College	Class visit	12/14/2023
Rutgers University	Engineering Living and Learning Panel	12/18/2023



Board of Public Works

Staff Report

Project/Event: Encroachment Agreement for Atlas on 17th
Petitioner/Representative: Austin M. Tracey - Trinitas
Staff Representative: [Maria McCormick](#)
Date: March 11, 2025

Report:

The petitioner requests an encroachment agreement for the following items that encroach into the city's right-of-way.

- 2 - Fire Department Connections and Post indicator Valves on the south side of Aurora Drive.
1 Fire Department Connection and Post Indicator Valve on the north side of Redlands Dr.
- Bicycle rack parking on the east side of Arvada Rd.
- Retaining Wall on the north side of Telluride St. at the Arlington Rd. entrance



Corporate HQ
201 Main Street, Suite 1000
Lafayette, IN 47901

www.trinitas.ventures
phone: (765) 807-2700

Indianapolis Office
8900 Keystone Crossing
Indianapolis, IN 46240

February 24, 2025

City of Bloomington
Board of Public Works
401 N. Morton Street
Bloomington, IN 47404

RE: Atlas on 17th Public Encroachments

To the Board of Public Works:

Trinitas Development is requesting the approval of three encroachments:

- The Fire Department Connection and Post Indicator Valve on Aurora Drive.
- Bike Parking on Arvada Rd.
- Retaining Wall on Telluride St. @ the Arlington Rd. entrance.

Included in this package you will find exhibits showing the three encroachments in plan view.

Sincerely,

Austin M Tracey

Austin Tracey
Manager, Development Operations







OPEN

LANSDALE

FDC





**BOARD OF PUBLIC WORKS
RESOLUTION 2025-016**

Encroachment Agreement with IN-IUB Holdings, LLC

WHEREAS, IN-IUB Holdings, LLC (hereinafter "Owner") owns the real property at 1828 W. Aurora Dr. and 1439 N. Telluride St., which real estate is more particularly described in a deed recorded as Instrument No. 2021000123, in the Office of the Recorder of Monroe County (hereinafter "Property"); and

WHEREAS, Owner is requesting approval of the following encroachments:

Two Fire Department connections and post indicator valves on the south side of West Aurora Drive and one Fire Department connection and post indicator valve on the north side of West Redlands Drive.

One bicycle rack on the east side of West Arvada Road.

Retaining wall on the north side of North Telluride Street at the Arlington Road entrance.

WHEREAS, the City of Bloomington ("City") neither desires nor intends to vacate this right of way; and

WHEREAS, the City of Bloomington Board of Public Works (the "Board") has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks.

NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachments into the described right-of-way provided that:

1. Owner agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Owner shall be responsible for timely performance of maintenance and shall bear all expense regarding such maintenance.
2. The encroachments shall not deviate from the design which are depicted in Exhibits A, B, C, D and E of this Resolution. Exhibits A, B, C, D and E are attached hereto and incorporated herein by reference as though fully set forth.
3. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.

4. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board.
5. The terms of this Resolution shall be in effect upon the following: (a) passage by the Board; (b) written acceptance by Owner and acknowledgement by Owner that the Board may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachments are undesirable in terms of the general welfare of the City; and (c) the return of a copy of the signed and notarized Resolution to the Engineering Department for recording, which must include the fee to the Monroe County Recorder's Office. In the event Owner fails to return the notarized Resolution to the Engineering Department within 30 days of Board approval, this agreement shall be void.
6. Owner understands and agrees that if the City or a public utility needs to work in said area for any reason, and any of the encroachments need to be removed to facilitate the City or a utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by the City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
7. If at any time it is determined that the encroached upon areas should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
8. In the event the Owner sells the property during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board for permission to replace or modify said encroachment(s) prior to any change being made.
9. In consideration for the use of the property, pursuant to this Resolution, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the "Owner Parties") hereby acknowledges and agrees to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorney's fees and court costs, which may occur as

a result of the use of said property by the Owner Parties pursuant to this Resolution, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this Resolution is intended to be as broad as permitted by law, subject to the terms and conditions hereof, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

10. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Owner expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
11. Peter Neulieb of IN-IUB 17 Holdings, LLC, Owner, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2025-016 this _____ day of _____, 2025.

CITY OF BLOOMINGTON

IN-IUB HOLDINGS, LLC

BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

By: _____
Peter Neulieb, Authorized Representative

By: _____
Elizabeth Karon, Vice President

Date: _____

By: _____
James Roach, Secretary

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Elizabeth Karon, and James Roach of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this _____ day of _____,
20____.

Resident of _____ County

Notary Public Signature

My Commission #: _____

Printed Name

My Commission expires: _____

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Peter Neulieb, authorized representative of IN-IUB Holdings, LLC, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this _____ day of _____,
20____.

Resident of _____ County

Notary Public Signature

My Commission #: _____

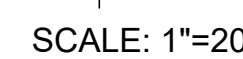
Printed Name

My Commission expires: _____

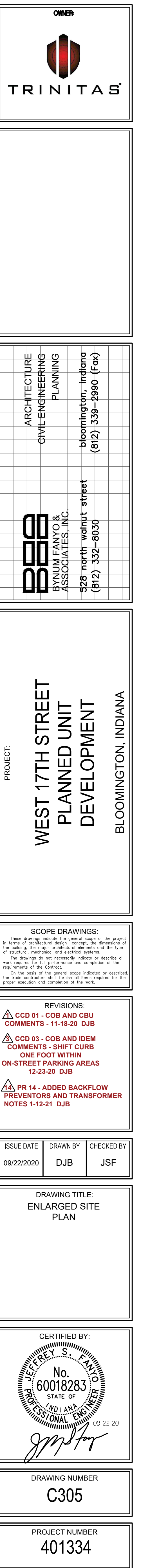
I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Aleksandrina P. Pratt

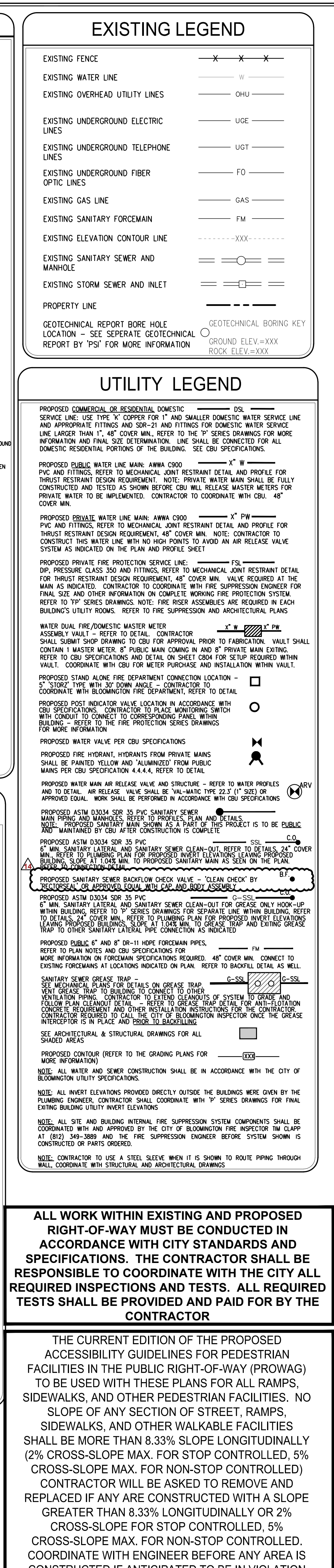
This instrument was prepared by Aleksandrina P. Pratt, Assistant City Attorney,
City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.

Resolution 2025-016



<div style="display: flex; justify-content: center; align-items: center;"><div style="text-align: center; margin-right: 20px;"> TRINITAS</div><div style="text-align: center; margin-left: 20px;"><small>OWNER</small>  TRINITAS</div></div>		
<div style="display: flex; flex-direction: column; align-items: center;"><div style="writing-mode: vertical-rl; transform: rotate(180deg);">ARCHITECTURE</div><div style="writing-mode: vertical-rl; transform: rotate(180deg);">CIVIL ENGINEERING</div><div style="writing-mode: vertical-rl; transform: rotate(180deg);">PLANNING</div></div> <div style="display: flex; flex-direction: column; align-items: center; margin-top: 20px;"><div style="writing-mode: vertical-rl; transform: rotate(180deg);">BYNUM FAYO & ASSOCIATES, INC.</div></div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); text-align: center; margin-top: 20px;">528 north walnut street Bloomington, Indiana (812) 339-2990 (Fax)</div>		
<div style="display: flex; justify-content: space-between;"><div style="writing-mode: vertical-rl; transform: rotate(180deg);">PROJECT:</div><div style="text-align: center;">WEST 17TH STREET PLANNED UNIT DEVELOPMENT</div><div style="writing-mode: vertical-rl; transform: rotate(180deg);">BLOOMINGTON, INDIANA</div></div>		
SCOPE DRAWINGS: <p>These drawings indicate the general scope of the project in terms of architectural design, structural, the placement of the building, the major mechanical and electrical systems. The intent of this drawing is to provide a general overview of the project and to serve as a guide for the construction of the project. It is not intended to be used for the construction of the project. The drawings are not intended to be used for the construction of the project. The drawings are not intended to be used for the construction of the project.</p>		
REVISIONS: <div style="display: flex; flex-direction: column; gap: 10px;"><div> CCD 01 - COB AND CBU COMMENTS - 11-18-20 DJB</div><div> CCD 02 - THESE CURB RAMPS NOTED SHALL HAVE A CROSS SLOPE ALLOWED THAT MATCHES PROFILE OF ROAD GRADE 12-01-20 DJB</div><div> CCD 03 - COB AND IDEM COMMENTS - SHIFT CURB ONE FOOT WITHIN ON-STREET PARKING AREAS 12-23-20 DJB</div><div> PR 14 - ADDED BACKFLOW PREVENTORS AND CURB RAMP 1-12-21 DJB</div></div>		
ISSUE DATE 09/22/2020	DRAWN BY DJB	CHECKED BY JSF
DRAWING TITLE: ENLARGED SITE PLAN		
<div style="display: flex; justify-content: center; align-items: center;"><div style="text-align: center; margin-right: 20px;"> JEFFREY S. FAYO 60018283 STATE OF INDIANA PROFESSIONAL ENGINEER 10-20-20</div><div style="text-align: center; margin-left: 20px;"></div></div>		
DRAWING NUMBER C303		
PROJECT NUMBER 401334		







Board of Public Works Staff Report

Project/Event: Renewal #1 - Concrete materials contract to Irving Materials, Inc.
Petitioner/Representative: Street Division
Staff Representative: Joe VanDeventer
Date: March 11, 2025

Report: This contract is for concrete materials awarded to Irving Materials, Inc. at the February 27, 2024 BPW meeting. This Renewal #1 to the contract will be for 2025 concrete materials.

Irving Materials, Inc.

2,500 +/-	Class A Concrete	\$ 154.00/yard
	4000 lb Exterior Mix	\$ 149.00/yard
500 +/-	Class A Concrete w/1% Calcium	\$ 160.50.00/yard
	4000 lb Exterior Mix w/1% Cal	\$ 152.75/yard
	Class A Concrete w/2% Calcium	\$ 167.00/yard
	4000 lb Exterior Mix w/2% Cal	\$ 156.50/yard
200 +/-	Class A Concrete w/Reinforcement	\$ 171.50/yard
	4000 lb Exterior Mix – Fiber	\$ 156.50/yard
500 +/-	Flowable Fill	\$ 132.50/yard
Trip Charge if less than 2 yards		\$ 200.00
Trip Charge if less than 4 yards		\$ 150.00
Trip Charge if less than 6 yards		\$ 100.00



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works/Street Division
DATE: 3/11/2025
RE: Renewal #1 – Agreement with Irving Materials, Inc.

Contract Recipient/Vendor Name:	Irving Materials, Inc.
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-201
Due Date For Signature:	3/11/2025
Expiration Date of Contract:	3/11/2026
Renewal Date for Contract:	3/11/2026
Total Dollar Amount of Contract:	\$ 60,000
Funding Source:	\$ 30,000 CCI 4401-02-020000-52330 \$ 30,000 LRS 2202-20-200000-52330
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This contract is for concrete materials awarded to Irving Materials, Inc. at the February 27, 2024 BPW meeting. This Renewal #1 to the contract will be for 2025 concrete materials.

City of Bloomington Contract and Purchase Justification Form

Vendor: Irving Materials, Inc.

Contract Amount: \$ 60,000

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input checked="" type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No	
# of Submittals: 1	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Quote opened and award at BPW 2/27/2024. This is renewal #1 for 2025.
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

3. State why this vendor was selected to receive the award and contract:

Quotes were conducted, IMI received the awarded contract at the Board of Public Works meeting on February 27, 2024. This is renewal #1 to the 2024 contract agreement.

Joe VanDeventer

Director of Operations

PW/Street Division

Print/Type Name

Print/Type Title

Department



Danna Workman <workmand@bloomington.in.gov>

Fwd: City of Bloomington 2025

1 message

Tony Carroll <tony.carroll@bloomington.in.gov>
To: Danna Workman <workmand@bloomington.in.gov>

Tue, Feb 11, 2025 at 7:52 AM

----- Forwarded message -----

From: **Andrew Bales** <andrew.bales@irvmat.com>
Date: Mon, Feb 10, 2025 at 4:40 PM
Subject: City of Bloomington 2025
To: <tony.carroll@bloomington.in.gov>
Cc: Luke Owings <luke.owings@irvmat.com>

Tony,

Nice chatting with you today.

We would like to roll over the 2024 contract into 2025 and hold our prices for the year. Please see attached pricing from 2024. Please let me know if this email is sufficient for what you are needing.

We are looking forward to another great year working with the City of Bloomington! We greatly appreciate your business and partnership.

All the best,

Andy

Andy Bales | Quality Control Manager
imi Indiana, LLC. | Southern Indiana
7100 S. Old State Rd. 37 | Bloomington, IN 47403
C: 260-205-7044

imi



2024 Bid Package.pdf
1066K



EXHIBIT A

BID FORM

FOR CLASS "A" PORTLAND CEMENT CONCRETE
RFQ #2024-PW-CONCRETE MATERIAL

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	CONCRETE CLASS A	+/- 2,500	CYD	CLASS "A" CONCRETE	\$154.00	\$ 385,000.00
2.	CONCRETE WITH ADDITIVE	+/- 500	CYD	CLASS "A" CONCRETE 1-2% NON CHLORIDE	\$160.50 for 1% \$ \$167.00 for 2%	\$80,250.00 for 1% \$ \$83,500.00 for 2%
3.	CONCRETE WITH ADDITIVE	+/- 200	CYD	CLASS "A" CONCRETE WITH REINFORCEMENT	\$171.50	\$34,300.00
4.	MINIMUM LOAD FEE	1	TRIP	TRIP CHARGE IF LESS THAN 3 CUBIC YARDS ORDERED	\$200 for less than 2 cubic yards \$ \$150 for less than 4 cubic yards \$100 for less than 6 cubic yards	\$ \$
5.	CONCRETE	+/- 2,500	CYD	4000 LB EXTERIOR MIX Performance mix with Fly Ash	\$149	\$ 372,500.00
6.	CONCRETE WITH ADDITIVE	+/-500	CYD	4000 LB EXTERIOR MIX 1-2% CALCIUM Performance mix with Fly Ash	\$152.75 for 1% \$ \$156.50 for 2%	\$76,375.00 for 1% \$ \$78,250.00 for 2%
7.	CONCRETE WITH ADDITIVE	+/- 200	CYD	4000 LB EXTERIOR MIX FIBER	\$156.50	\$31,300.00
8.	CONCRETE	+/- 500	CYD	FLOWABLE FILL Mix quoted is 8000FF. Flowable Fill pricing may vary according to application	\$132.50	\$ 66,250.00

All material supplied shall meet the most **CURRENT INDOT** Standard Specifications for Sections 500, 600, 700, and 900. Other sections may be applicable for conformance to complete specifications. The supplier is responsible for ensuring they familiarize themselves with and understand all requirements for the material requested. Disqualification may occur at the discretion of the Board of Public Works should a supplier or the material provided not meet the requirements as stated in this quote request.

Envirnmental Fee: \$20.00 per load

Winter Service Fee (November 1st-March 31st): \$5.00 per cubic yard

EXHIBIT B

**CITY OF BLOOMINGTON
 BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS**

Class "A" Portland Cement Concrete and Additives

(PLEASE TYPE OR PRINT MATERIAL NAME)

02-20-2024

(DATE)

1. Governmental Unit: City of Bloomington Board of Public Works

2. County: Monroe

3. Bidder (Firm): imi Indiana, LLC. (Irving Materials, Inc.)

Address: 1800 N. Kinser Pike

City/State/Zip Code: Bloomington, IN 47404

4. Telephone Number: 812-333-8530

5. Agent of Bidder (if applicable): Andrew Bales

Pursuant to notices given, the undersigned offers bid(s) City of Bloomington Board of Public Works. In Accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The Contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he/she has not offered nor received a less price than that price stated in his/her bid for the materials included in said bid. Bidder further agrees that he/she will not withdraw his/her bid from the office in which it is filed. A certified check or bond will be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as case may be.

Andrew W. Bales

SIGNATURE OF BIDDER OR AGENT

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of this bid format:

CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the Sales Representative (title) of imi Indiana, LLC. (Irving Materials, Inc.) (company).
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: 0
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: 0
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Andrew W. Bales

Signature

Andrew W. Bales

Printed name

STATE OF INDIANA)

) SS: COUNTY OF

Monroe)

Before me, a Notary Public in and for said County and State, personally appeared _____

_____ and acknowledged the execution of the foregoing this 23 day of February, 2024

My Commission Expires: 12-16-25

County of Residence: Hancock

Carrie Heister

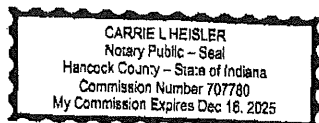
Notary Public

Carrie Heister

Name Printed

707780

Commission Number



NON-COLLUSION AFFIDAVIT

STATE OF Indiana)
COUNTY OF Monroe) SS:

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership representative represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

imi, Indiana LLC. (Irving Materials, Inc.)

BIDDER (FIRM)

Andrew W. Bales

SIGNATURE OF BIDDER OR AGENT

Subscribed and sworn to me this 20 day of February 20 24

My Commission
Expires:

12-16-25

County of Residence:

Hancock

Carrie Heisler

Notary Public

CARRIE L. HEISLER
Notary Public - Seal
Hancock County - State of Indiana
Commission Number 707780
My Commission Expires Dec 16, 2025

NON-COLLUSION AFFIDAVIT

STATE OF Indiana)
)
 COUNTY OF Monroe)
) SS:

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership representative represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

imi, Indiana LLC. (Irving Materials, Inc.)

BIDDER (FIRM)

Type text here

Andrew W. Balos

SIGNATURE OF BIDDER OR AGENT

Subscribed and sworn to me this 20 day of February 20 24

My Commission

Expires: _____

County of Residence: _____

 Notary Public

Affirmative Action Plan

Irving Materials, Inc. is committed to its Equal Employment Opportunity Policy. This includes a commitment to following the guidelines established in Executive Order #11246, as amended; Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1994; and Section 503 of the Rehabilitation Act of 1973.

The company has an Equal Employment Opportunity Officer who is responsible to implement the company's EEO programs. This officer will coordinate the programs, advise and assist management and other key officials of the company; and will prepare and present periodic reports and shall make appropriate recommendations along these lines. The people in the company who have been assigned these responsibilities is Shawn Alpers/Carrie Heisler, 8032 N. State Rd. 9, Greenfield, IN 46140, 317-326-3101. His/Her name, address and telephone number will be posted on the bulletin boards at the Greenfield office so that he/she may be reached concerning Equal Employment Opportunity matters.

The company will take appropriate steps to assure that all employees and applicants are advised of this policy of nondiscrimination and of the company's interest in actively, and affirmatively providing Equal Employment Opportunity through the following actions:

A. Notices and posters setting forth the company's Equal Employment Opportunity Policy will be placed in areas readily accessible to the employees, applicants for employment, and potential employees;

B. All management and key personnel in a position to implement this policy, including those involved in training, recruitment, and other personnel activities, will be fully advised through the company's EEO Officer of the company's EEO policy and of their responsibility with respect to it;

C. The company will make periodic checks to assure total application of the EEO policy.

Hiring, promotion and transfer will be done without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled Veterans, or veterans of the Vietnam era. Supervisors will inform employees annually of any promotional opportunities.

The company will require that layoffs, termination's, down grading, and recall from layoffs are made without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified veterans, or veterans of the Vietnam era.

In carrying out its Affirmative Action Policy of providing Equal Employment Opportunity, the company will insure that no employee will be discriminated against for reasons of race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled veterans, or veterans of the Vietnam era, with regard to:

- A. Compensation;**
- B. Fringe Benefits;**
- C. Layoffs or Recalls;**
- D. Termination's;**
- E. Overtime Work;**
- F. Promotions;**
- G. Transfer;**
- H. Training;**
- I. Any other matters pertaining to employee/employer relationships.**

Women will not be penalized in their conditions of employment because they require time away from work due to childbearing. They will be granted a leave of absence for a reasonable period of time and returned to the same position and pay which that was held before the leave.

It will be the policy of Irving Materials, Inc. to accommodate the religious observances and priorities of an employee, unless Irving Materials, Inc. is unable to reasonably accommodate to an employee's or prospective employee's religious observance or priorities, with undue hardship on the conduct of its business.

The company will continue to recruit prospective employees without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled veterans, or veterans of the Vietnam era, as follows:

A. By stating in all newspaper advertising for "Help Wanted" that the company is a Equal Opportunity Employer (AA/F/M/V/H);

B. By the company's supervisory and the EEO Officer personally and in writing, notifying sources of potential employees, such as employment agencies (private and governmental), unions, schools, and minority group organizations;

C. By using company minority group personnel in recruitment when there is a need for additional personnel;

D. By continued efforts to negotiate for Equal Employment Opportunity clauses in the company's labor contracts.

The company will continue its support of apprenticeship programs as follows:

A. By notifying all of our employees of available programs without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled veterans, or veterans of Vietnam era;

B. By notifying aforementioned potential sources of employees of available programs and providing assistance to interested persons in gaining admission;

C. By using apprentices on projects where the company deems feasible.

The company will continue its on the job training programs on an Equal Employment Opportunity basis and will continue to upgrade its employees without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled veterans, or veterans of the Vietnam era.

All employees are advised of any openings and/or training that may be available.

Through continuous intra-company training, we will instruct all supervisory personnel to request all referrals for employment without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled veterans, or veterans of the Vietnam era.

Specific grievance procedures are spelled out in the respective union contracts. Access to these documents by our employees is open. Copies can be obtained from the local union, the union steward, or the main office of Irving Materials, Inc. In any case, all employees are free to contact the EEO Officer, without fear of any retaliation, regarding any complaints alleging discrimination of any type.

**Shawn Alpers/Carrie Heisler
EEO Officers, Greenfield Location
317-326-3101 (Office)**



IRVING MATERIALS, INC.
ANTI-HARASSMENT POLICY

Harassment Prohibited

Irving Materials, Inc. strictly prohibits and does not tolerate harassment against employees or any other covered persons (including unpaid interns, independent contractors, consultants, and individuals who perform services based on a contract) because of an employee's or other covered person's actual or perceived race, religion, creed, national origin, ancestry, sex, sexual orientation, pregnancy, gender (including gender nonconformity and status as a transgender or transsexual individual), age, physical or mental disability, citizenship, genetic information, military status, color, marital status, protective order status, unfavorable discharge from military service, arrest record, expunged or sealed convictions, or any other characteristic protected under applicable federal, state, or local law.

Sexual Harassment

All Irving Materials, Inc. employees, unpaid interns, other workers, and representatives (including vendors, customers, clients, and visitors) are prohibited from harassing employees, unpaid interns, independent contractors, consultants, and any individual who performs services for the employer under a contract, based on that individual's actual or perceived sex or gender (including pregnancy and status as a transgender or transsexual individual) and regardless of the harasser's sex or gender.

Sexual harassment means any harassment based on someone's actual or perceived sex or gender. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

- Submission to the advance, request, or conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of the advance, request, or conduct is used as a basis for employment decisions.
- Such advances, requests, or conduct have the purpose or effect of substantially or unreasonably interfering with an employee's work performance by creating an intimidating, hostile, or offensive work environment.

Irving Materials, Inc. will not tolerate any form of sexual harassment, regardless of whether it is:

- Verbal (for example, epithets, derogatory statements, slurs, sexually related comments, jokes, unwelcome sexual advances, or requests for sexual favors).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying sexually suggestive posters, cartoons, or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures).
- Textual/Electronic/Online (for example, "sexting" (electronically sending messages with sexual content), the use of sexually explicit language, harassment, cyber stalking and

threats via all forms of electronic or online communication, derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated.

Harassment is prohibited both at the workplace, at employer-sponsored events, and at any workplace or working location at which employees and other covered persons work.

Other Types of Harassment

Irving Materials, Inc.'s anti-harassment policy applies equally to harassment based on an employee's actual or perceived race, religion, creed, national origin, ancestry, age (40 and over), physical or mental disability, citizenship, genetic information, military status, color, marital status, protective order status, unfavorable discharge from military service, sexual orientation, arrest record, expunged or sealed convictions, pregnancy, or any other characteristic protected under applicable federal, state, or local law.

Such harassment often takes a similar form to sexual harassment and includes harassment that is:

- Verbal (for example, epithets, derogatory statements, slurs, derogatory comments, or jokes).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying derogatory posters, cartoons, or drawings, or making derogatory gestures).
- Textual/Electronic/Online (for example, the use of explicit language, harassment, cyber stalking and threats via all forms of electronic or online communication, derogatory statements or inappropriate suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated.

Harassment is prohibited both at the workplace, at employer-sponsored events, and at any workplace or working location at which employees and other covered persons work.

Complaint Procedure

If you are subjected to any conduct that you believe violates this policy or witness any such conduct, you must promptly speak to, write, or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the [next level above your direct supervisor/ Human Resources Department, ideally within ten (10) days of the offending conduct. If you have not received a satisfactory response within five (5) days after reporting any incident of what you perceive to be harassment, please immediately contact Human Resources. These individuals will ensure that a prompt investigation is conducted. Although not mandatory, a Complaint Form is available at your office/plant location to make your complaint if you wish to use it.

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. Irving Materials, Inc. will promptly, directly, and thoroughly investigate the

facts and circumstances of all claims of perceived harassment and will take prompt corrective action, if appropriate.

Additionally, any manager or supervisor who observes harassing conduct must report the conduct to Human Resources so that an investigation can be made and corrective action taken, if appropriate.

Irving Materials, Inc.'s goal is to identify and address harassing conduct internally. However, an employee has the right to contact his or her state or local human rights agency or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. Contact information for the EEOC can be located on its website at <https://www.eeoc.gov>. Such state agencies may include the Indiana Civil Rights Commission, Ohio Civil Rights Commission, Kentucky Commission on Human Rights, Tennessee Human Rights Commission, and the Illinois Department of Human Rights (contact information for the IDHR can be found at https://www2.illinois.gov/dhr/AboutUs/pages/contact_idhr.aspx). While an employee may choose to contact these agencies before reporting the conduct internally, Irving Materials, Inc. can only address unwelcome conduct if employees provide the Company an opportunity to do so.

Confidentiality

All complaints will be investigated in as discreet and confidential a fashion as possible. All persons to whom a complaint is made or who learn of a complaint as part of a Company investigation must do everything reasonably possible to keep the complaint confidential in order to preserve the integrity of the investigation while it is ongoing, to ensure fairness to all involved, and to protect the privacy of team members who have brought complaints or are accused of misconduct. However, complete confidentiality cannot be guaranteed because a fair and effective investigation may necessitate disclosing some information to the alleged harasser and potential witnesses so that relevant information can be obtained.

No Retaliation

No one will be subject to, and Irving Materials, Inc. prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim, or cooperating in related investigations. For more information, please contact the Human Resources Department.

Irving Materials, Inc. is committed to enforcing this policy against all forms of harassment. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report harassing conduct, Irving Materials, Inc. may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

Violations of This Policy

Any employee, regardless of position or title, whom the Human Resources Department determines has subjected an individual to harassment or retaliation in violation of this policy, will be subject to discipline, up to and including termination of employment.

Administration of This Policy

The Human Resources Department is responsible for the administration of this policy. If you have any questions regarding this policy or questions about harassment that are not addressed in this policy, please contact the Human Resources Department. This policy is subject to change at the sole discretion of Irving Materials Inc.

Employees Covered Under a Collective Bargaining Agreement

The employment terms set out in this policy work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with Irving Materials, Inc. Employees should consult the terms of their collective bargaining agreement/Wherever employment terms in this policy differ from the terms expressed in the applicable collective bargaining agreement with Irving Materials, Inc., employees should refer to the specific terms of the collective bargaining agreement, which will control.

Conduct Not Prohibited by This Policy

This policy is not intended to preclude or dissuade employees from engaging in activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits, or terms and conditions of employment, forming, joining, or supporting labor unions, bargaining collectively through representatives of their choosing, raising complaints about working conditions for their and their fellow employees' mutual aid or protection, or legally required activities.

Acknowledgment of Receipt and Review of Anti-Harassment Policy

[I, _____ (employee name), acknowledge that on _____ (date), I received a copy of Irving Materials, Inc.'s Anti-Harassment Policy and that I read it, understood it, and agree to comply with it. I understand that Irving Materials, Inc. has the maximum discretion permitted by law to interpret, administer, change, modify, or delete this policy at any time with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this policy. Changes to this policy can only be made if approved in writing by the Vice President of Human Resources of Irving Materials, Inc. I also understand that any delay or failure by Irving Materials, Inc. to enforce any work policy or rule will not constitute a waiver of Irving Materials, Inc.'s right to do so in the future. I understand that neither this policy nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized Irving Materials, Inc. representative, **I am employed at will and this policy does not modify my at-will employment status.** If I have a written employment agreement signed by an authorized Irving Materials, Inc. representative and this policy conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.]

Signature

Printed Name

Date

TO: All Employees
FROM: Patrick O'Connell
DATE: March 10, 2021
Re: Equal Employment Opportunity



It has been and will continue to be the policy of Irving Materials, Inc. and all of its subsidiaries to extend equal opportunities to all qualified employees and applicants for employment without regard to race, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, disability (physical or mental), family medical history or genetic information, political affiliation, military service, or other non-merit-based factors. All phases of employment including but not limited to: recruitment, hiring, placement upgrading and promotion, demotion, transfer, layoff, recall, termination, selection for company sponsored training, rate of pay and other forms of compensation, use of all facilities and participation in all company sponsored activities, will be administered so as to further the principle of equal employment opportunity.

All employees are expected to comply with Irving Materials, Inc.'s EEO policy. Any questions concerning the EEO policy should be directed to your supervisor or the Human Resource department.

Violation of this policy will result in disciplinary action up to and including termination of employment.

Sincerely,

Patrick O'Connell
Chief Human Resources Officer

"We're Proud Of Our Work"

Irving Materials, Inc. • 8032 N. State Road 9 • Greenfield IN 46140
(317) 326-3101 phone • (317) 326-3105 fax



Board of Public Works Staff Report

Project/Event:	Contract Service Agreement – Precision Concrete, Inc.
Petitioner/Representative:	Street Department
Staff Representative:	Joe Van Deventer
Meeting Date:	March 11, 2025

Cooperative Purchasing with BuyBoard #756-24 and have met Indiana's Proof of Publication requirements.

Precision Concrete, Inc., is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located in various locations. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete Services will correct 2,800 trip hazards. This is a continuous project to repair trip hazards within the City.

Precision Concrete is a well-known vendor for sidewalk cutting repairs. They specialize in trip hazard removal and uneven sidewalk repair using saw-cutting technology. PCC services are ADA compliant and cost-effective. They are prompt with communication and ability to provide GIS detailed updates on the status of sidewalk repairs.

<input checked="" type="checkbox"/> Precision Concrete, Inc.	\$ 200,000
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CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works/Street Division
DATE: March 11, 2025
RE: Precision Concrete, Inc. – Contract Agreement

Contract Recipient/Vendor Name:	Precision Concrete, Inc.
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandria Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-196
Due Date For Signature:	03/11/2025
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	60-30 days before expiration
Total Dollar Amount of Contract:	\$ 200,000
Funding Source:	MVH Restricted 2203-20-200000-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

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City of Bloomington Contract and Purchase Justification Form

Vendor: Precision Concrete, Inc.

Contract Amount: \$200,000

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input checked="" type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No	
# of Submittals: 1	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Cooperative Purchasing with BuyBoard #756-24 and have met Indiana's Proof of Publication requirements.
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

3. State why this vendor was selected to receive the award and contract:

Precision Concrete, Inc., is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located in various locations. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete Services will correct 2,800 trip hazards. This is a continuous project to repair trip hazards within the City.

Precision Concrete is a well-known vendor for sidewalk cutting repairs. They specialize in trip hazard removal and uneven sidewalk repair using saw-cutting technology. PCC services are ADA compliant and cost-effective. They are prompt with communication and ability to provide GIS detailed updates on the status of sidewalk repairs

 Joe VanDeventer

Print/Type Name

 Director of Operations

Print/Type Title

 PW/Street Division

Department

AGREEMENT FOR SERVICES
between the
City of Bloomington Public Works Department
and
Precision Concrete, Inc.

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington, Indiana, and its Public Works Department (“Department”), by its Board of Public Works (“Board”) (collectively the “City”), and Precision Concrete, 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 December 31, 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 \$200,000.00 Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: public.works@bloomington.in.gov or to Public Works Department, 401 N. Morton Street, Suite 120, 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.
- e. Cyber Attack and Cyber Extortion.
 - i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
 - ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
 - iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
- f. Network Security Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (per occurrence) of \$10,000.
- g. Electronic Media Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, which includes its officers, employees and agents, as additional 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 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
- 21. Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 22. E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "C"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.
- 23. Non-Collusion.** Contractor certifies that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.
- 24. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:

City of Bloomington Public Works
Attn: Joe VanDeventer, Project Manager
401 N Morton Street, Suite 120
Bloomington, IN 47404

TO CONTRACTOR:

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland, MI 49424

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.

28. Renewal. This Agreement may be renewed for two additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

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

[Signatures are on the following page.]

CITY OF BLOOMINGTON
BY:

Kyla Cox Deckard, Chair DATED
Board of Public Works

Adam Wason, Director DATED
Department of Public Works

Kerry Thomson, Mayor DATED
City of Bloomington

PRECISION CONCRETE, INC.
BY:

Bonnie K. Bonkowski DATED

(Name Printed)

(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: remove trip hazards from uneven sidewalks and other concrete walkways within the City.

EXHIBIT “B”

PROJECT SCHEDULE

Services will be on as needed basis upon request of the Department.

EXHIBIT “C”

AFFIDAVIT REGARDING E-VERIFY

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

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

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

Signature

Printed name

EXHIBIT “D”

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

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

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

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

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

Signature

Printed name



1896 Goldeneye Drive, Holland MI 49424
Phone: 616.403.1140 FAX: 616.582.5951
www.IndianaSafeSidewalks.com

February 17, 2025



City of Bloomington

Attn: Joe Van Deventer, Director of Street Operations
Attn: Danna Workman, Acct Clerk/Emergency Grant
1981 S Henderson
Bloomington, IN 47401

Phone: (812) 349-3448 Email: vandevj@bloomington.in.gov Email: workmand@bloomington.in.gov

Subject: **SIDEWALK TRIP HAZARD ELIMINATION, Proposal for City of Bloomington, 2025 – Addendum #3**

Joe & Danna,

We appreciate the opportunity to submit this proposal for the City of Bloomington. Total cost for this project will **not exceed \$200,000** based on an agreed scope and job rate. Upon your review and acceptance of this proposal, **please sign and return** (or submit a valid purchase order referencing this proposal) via FAX to (616) 582-5951 or email us at info@PCCMich.com.

Our W-9 and proof of insurance (an ACORD) is current and on file. Let us know if any additional information or documents are required before we begin work. We appreciate the opportunity to provide our service.

Precision Concrete Cutting

Precision Concrete Cutting (PCC) has been removing trip hazards from uneven sidewalks and other concrete walkways across the nation for over 25 years. As the industry leader in technology and price, PCC can reduce liability associated with uneven sidewalk and help meet ADA compliance with a method more effective and less expensive than alternatives. PCC utilizes its patented tools and processes that it has developed and refined for trip hazard removal. Not only is trip hazard removal the specialty of PCC... it's the only thing we do. PCC has dozens of locations across the country. Precision Concrete, Inc. is the locally licensed business unit serving Indiana, Michigan, Central Illinois, and Missouri that leverages the proven tools, process, and training to provide this service.

The Advantage

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk while other methods of repair often leave a portion of the trip hazard. Not only can PCC reach the edges of every sidewalk, we can remove trip hazards from virtually any angle and at any location. Trip hazards caused by cracked concrete or located in hard-to-reach places such as in gutters or adjacent to a wall, post, or railing will be eliminated without any damage to nearby impediments. **There is no other process of trip hazard removal available with the quality, flexibility, and diversity as that of PCC.**



Quality

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalks and takes specific measurements to identify and log each trip hazard size and location. These measurements are used to determine the size of repair that is required, and to guarantee that the repair is made to dimensional specifications.

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface of the concrete, it is not uneven, and is left with an acceptable coefficient of friction to not create slip hazards.



Environmental & Community Friendly

The Precision Concrete Cutting (PCC) process does not require heavy equipment in the work area. The PCC equipment is small and maneuvered about by individual employees. No damage is created to buildings, landscaping, irrigation systems, or the surrounding environment. Complete cleanup of the work area is performed and dust abatement systems minimize dust. All materials removed are properly recycled.

PCC utilizes a patented dust collection system to keep dust to a minimum while performing its work. This is a great benefit over other repair processes that leave the area covered in concrete dust or slurry. PCC also cleans up the removed concrete and debris created while performing the repairs and disposes (for recycle) of it as part of the service. Being a complete solution, no follow-on tasks are required of the City of Bloomington staff. Sidewalks remain open with only minor disruption while PCC moves thru an area performing the trip hazard removals.

As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. For example, **removing and replacing just 50 sidewalk panels would result in approximately 60,000 lbs of concrete being removed** (your average 5' x 5' panel weighs about 1,200 lbs). Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing about 400 lbs of concrete that will be recycled. No heavy equipment or hauling is required. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



Real Savings

Precision Concrete Cutting (PCC) leverages new technology and unique equipment to perform sidewalk repairs at a 70-80% cost savings compared to sidewalk replacement. It is estimated that this project will **save City of Bloomington over \$870,000 on repairs.**

Professional Plan and Approach

Precision Concrete Cutting (PCC) will conduct a pre-construction planning meeting with the City's designated contact(s) using a PCC Project Manager to establish priorities, a high-level schedule for each job site, review risks/constraints, and safety plans. The Project Manager will assure schedule, scope, and budget objectives are attained for the project. The PCC Delivery Manager will assure quality and safety objectives are attained during the onsite work phase of the project.

PCC will deploy a well-marked light-duty pickup truck/van and full logo trailer used to mobilize up to three (3) full sets of cutting equipment and operators. Safety cones are placed wherever the truck/van and trailer park and they are placed on the sidewalks in front of and behind the operator area to assure pedestrian safety during cutting. All PCC staff (including project manager) wears high-visibility safety vests whenever they are outside their vehicle.



Scope and Cost

Precision Concrete Cutting (PCC) is proposing a SAW CUT solution (NOT GRINDING) for the City of Bloomington to remove contiguous sidewalk trip hazards on walkways to be determined by the City. PCC would typically bill for this project at the rate of \$60 per Inch Foot (defined as the average inch height of the trip hazard x linear feet of the hazard). However, PCC will extend the 2024 municipal project rate of **\$44/IF**. For this project, PCC will perform up to 4,545 IF of trip hazard removal (up to the established project budget). It is estimated this project will resolve over 2,800 sidewalk trip hazards. Billing will be based on actual work performed, **without exceeding the approved budget of \$200,000**.

The scope of the sidewalk trip hazards is defined as a differential in the walkway of .375" high but less than or equal to 2.0" high. Trip hazards will be eliminated leaving a maximum running slope (ramp) of 1:8 as permitted to meet ADA requirements. The work will be performed on City sidewalks in the project areas prioritized by the City. PCC will work in the City's prioritized order, up to the approved or amended City project budget of 4,545 Inch Ft.

Job No. (Area)	Location	Estimated # of Trip Hazards Cut	Estimated Linear Feet	Estimated Inch Feet	Cost
1	Area 1 determined by City	200	720	325	\$19,480.52
2	Area 2 determined by City (as budget allows)	200	720	325	\$19,480.52
3	Area 3 determined by City (as budget allows)	200	720	325	\$19,480.52
4	Area 4 determined by City (as budget allows)	200	720	325	\$19,480.52
5	Area 5 determined by City (as budget allows)	200	720	325	\$19,480.52
6	Area 6 determined by City (as budget allows)	200	720	325	\$19,480.52
7	Area 7 determined by City (as budget allows)	200	720	325	\$19,480.52
8	Area 8 determined by City (as budget allows)	200	720	325	\$19,480.52
9	Area 9 determined by City (as budget allows)	200	720	325	\$19,480.52
10	Area 10 determined by City (as budget allows)	200	720	325	\$19,480.52
11	Area 11 determined by City (as budget allows)	200	720	325	\$19,480.52
12	Area 12 determined by City (as budget allows)	200	720	325	\$19,480.52
13	Area 13 determined by City (as budget allows)	200	720	325	\$19,480.52
14	Area 14 determined by City (as budget allows)	200	720	325	\$19,480.52
Totals		2,800	10,080	4,545	\$272,727.27
Additional Services:					\$0.00
Travel and Expenses:					\$0.00
Discount* :					-\$72,727.27
Net Proposed Total:					\$200,000.00

*Municipal discount will apply if project is accepted prior to March 28, 2025, and with an authorization to proceed with project by April 28, 2025 (weather & schedule permitting).

Sole Source Status

The technology that Precision Concrete Cutting uses to remove trip hazards has been developed and patented by Precision Concrete Cutting based in Provo, UT. Precision Concrete Cutting and its local branches are the only companies authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Patent No. 6,827,074

U.S. Patent No. 6,896,604

U.S. Patent No. 7,000,606

U.S. Patent No. 7,143,760

U.S. Patent No. 7,201,644

U.S. Patent No. 7,402,095

These patent numbers and the Precision Concrete Cutting (PCC) licensing agreement make Precision Concrete, Inc. a sole source for trip hazard removal in Indiana using this technology.

Invoicing

A Precision Concrete Cutting (PCC) invoice will be issued for work completed at the conclusion of the project. Payment terms are net 15 days from the date work is completed unless contract states otherwise. PCC will not charge the City of Bloomington any additional fees for mobilization, setup, cleanup, or travel / expenses. All such fees are included in the proposed price.

An itemized invoice listing the location of each trip hazard resolved will be listed and can be provided in hard copy or soft copy as required by the City of Bloomington. This itemized list provides the City with a completely auditable summary of the work performed by PCC. It is also a document that can support the fact that your organization has a proactive sidewalk maintenance program in place.

Summary

Precision Concrete Cutting is very interested in working with the City of Bloomington to deliver a proactive and cost-effective sidewalk maintenance program to help with the efforts of ADA compliance and reduce liabilities associated with sidewalk trip hazards. Our goal is to foster a long-term relationship in which we can help the City of Bloomington achieve its annual sidewalk maintenance objectives.



Thank you for your consideration. Signature and date below confirms your acceptance of this proposal.

Rick Anderson, Business Dev Manager, Indiana
and **Mark Bonkowski** (President)

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland MI 49424

(317) 618-0611 Cell

(616) 403-1140 Office
(616) 582-5951 Fax

City of Bloomington

authorized signature / date

printed name / title



Board of Public Works Staff Report

Project/Event: Service Agreement for Inspection, maintenance and repairs of Automotive Lifts

Petitioner/Representative: Fleet Maintenance Department

Staff Representative: Lisa Lazell

Meeting Date: February, 25, 2025

Report: This contract with Automotive Lift Repair, LLC for the inspection, installation and repair of the automotive lifts at the Fleet Garage.



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: PW/Fleet Division
DATE: February 25, 2025
RE: Service Contract with Automotive Lift Repair, LLC

Contract Recipient/Vendor Name:	Automotive Lift Repair, LLC
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Lisa Lazell
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-157
Due Date For Signature:	02/25/2025
Expiration Date of Contract:	12-31-2025
Renewal Date for Contract:	60-30 days before expiration
Total Dollar Amount of Contract:	NTE \$ 8,000.00
Funding Source:	802-17-170000-53650
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: Contractor shall perform repair and maintenance services of the following types: Installation, inspection and repair of automotive lifts at the Fleet Garage.

City of Bloomington Contract and Purchase Justification Form

Vendor: Automotive Lift Repair, LLC

Contract Amount: NTE \$8,000.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

2. List the results of procurement process. Give further explanation where requested.

Yes No

of Submittals:

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☐☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

3. State why this vendor was selected to receive the award and contract:

Company that is familiar with the different makes and models of lifts that we have at Fleet. They are able to work on our older in ground lifts.

Cory Snider

Division Head

Fleet Services

Print/Type Name

Print/Type Title

Department

SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON, DEPARTMENT OF PUBLIC WORKS, FLEET MAINTENANCE DIVISION AND AUTOMOTIVE LIFT REPAIR LLC

This Agreement by and between the City of Bloomington, Department of Public Works, Fleet Maintenance Division through the Board of Public Works (the “Department”), and Automotive Lift Repair, LLC (“Contractor”) is effective upon execution by both parties.

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Maintenance, inspection and repairs to automotive lifts. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Public Works Department officials. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight thousand dollars (\$8,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: fleet@bloomington.in.gov, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:

Contractor shall complete the Services required under this Agreement on or before December 31, 2025. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

Article 11. Indemnification Contractor shall 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.

Article 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, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Umbrella/Excess Liability with a required limit of \$1,000,000. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, Worker's Compensation policies and Umbrella/Excess Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

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

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

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

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

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

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

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington Public Works, Attn: Lisa Lazell, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Automotive Lift Repair, LLC
10182 E. Co Rd 1000N
Brownsburg, IN 46112

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

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25. Option for Renewal This Agreement may be renewed for two additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

CITY OF BLOOMINGTON

CONTRACTOR

Automotive Lift Repair, LLC

Margie Rice, Corporation Counsel

_____, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
and acknowledged the execution of the foregoing this _____ day of _____, 2025.

Notary Public's Signature _____ My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

Commission Number:

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2025.

Vendor: Automotive Lift Repair, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2024.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

Commission Number:



Board of Public Works Staff Report

Project/Event: Service Agreement for Inspection, maintenance and repairs of the parts washer and drain cleaning

Petitioner/Representative: Fleet Maintenance Department

Staff Representative: Lisa Lazell

Meeting Date: February, 25, 2025

Report: This contract with Heritage – Crystal Clean for the inspection and maintenance, of the parts washer and drain cleaning at the Fleet Garage and the disposal of fluids and contaminants.



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: PW/Fleet Division
DATE: February 25, 2025
RE: Service Contract for Parts Washer and Drain Cleaning

Contract Recipient/Vendor Name:	Heritage –Crystal Clean INC
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Lisa Lazell
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-158
Due Date For Signature:	02/25/2025
Expiration Date of Contract:	12-31-2025
Renewal Date for Contract:	60-30 days before expiration
Total Dollar Amount of Contract:	NTE \$ 8,000.00
Funding Source:	802-17-170000-53650
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: Contractor shall perform repair and maintenance services of the following types: Inspection and cleaning of the parts washer and drains and the disposal of fluids and contaminants.

City of Bloomington Contract and Purchase Justification Form

Vendor: Heritage - Crystal Clean INC

Contract Amount: NTE \$8,000.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

2. List the results of procurement process. Give further explanation where requested.

Yes No

of Submittals:

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☐☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

3. State why this vendor was selected to receive the award and contract:

Company services our part cleaner machine and cleans the floor drains in the garage. They also properly dispose of the contaminated solids and fluids.

Cory Snider

Division Head

Fleet Services

Print/Type Name

Print/Type Title

Department

SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON, DEPARTMENT OF PUBLIC WORKS, FLEET MAINTENANCE DIVISION AND HERITAGE - CRYSTAL CLEAN INC

This Agreement by and between the City of Bloomington, Department of Public Works, Fleet Maintenance Division through the Board of Public Works (the “Department”), and Heritage – Crystal Clean, INC (“Contractor”) is effective upon execution by both parties.

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Maintenance, cleaning and inspection for parts washer and floor drains and the disposal of fluids and contaminants. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before, December 31, 2025 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Public Works Department officials. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight thousand dollars (\$8,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: fleet@bloomington.in.gov, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Contractor shall complete the Services required under this Agreement on or before December 31, 2025. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

Article 11. Indemnification Contractor shall 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.

Article 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, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Umbrella/Excess Liability with a required limit of \$1,000,000. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, Worker's Compensation policies and Umbrella/Excess Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

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

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

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

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

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

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

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington Public Works, Attn: Lisa Lazell, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: **Heritage – Crystal Clean**
13621 Collections Center Drive
Chicago, IL 60693

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

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25. Option for Renewal This Agreement may be renewed for two additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

CITY OF BLOOMINGTON

CONTRACTOR

Heritage – Crystal Clean, INC

Margie Rice, Corporation Counsel

_____, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
and acknowledged the execution of the foregoing this _____ day of _____, 2025.

Notary Public's Signature _____ My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

Commission Number:

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2025.

Vendor: Heritage Crystal Clean, INC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2024.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

Commission Number:



Board of Public Works

Staff Report

Project/Event: Service Agreement for Inspection, maintenance and repairs at the Fuel Sites

Petitioner/Representative: Fleet Maintenance Department

Staff Representative: Lisa Lazell

Meeting Date: February, 25, 2025

Report: This contract with PEI Maintenance & Contracting will provide the necessary inspections, maintenance and repairs to the pumps, tank monitor and other fuel equipment at Henderson Street and Adams Street fuel sites and to resolve FuelMaster issues.



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: PW/Fleet Division
DATE: February 25, 2025
RE: PEI Maintenance & Contracting for the maintenance and repairs of the fuel pumps and FuelMaster

Contract Recipient/Vendor Name:	PEI Maintenance & Contracting
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Lisa Lazell
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-159
Due Date For Signature:	2/25/2025
Expiration Date of Contract:	12-31-2025
Renewal Date for Contract:	60-30 days before expiration
Total Dollar Amount of Contract:	NTE \$ 8,000.00
Funding Source:	802-17-170000-53650
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: Contractor shall perform repair and maintenance services of the following types: for the maintenance and repairs of the fuel pumps and FuelMaster issues.

City of Bloomington Contract and Purchase Justification Form

Vendor: PEI Maintenance and
Contract #

Contract Amount: NTE \$8,000.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No		Yes	No
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

Local company that provides repair and maintenance service for fuel pumps, tanks, monitors, and FuelMaster issues. This company installed most of the equipment and has the most experience with our facilities.

Cory Snider

Division Head

Fleet Services

Print/Type Name

Print/Type Title

Department

SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON, DEPARTMENT OF PUBLIC WORKS, FLEET MAINTENANCE DIVISION AND PEI MAINTENANCE & CONTRACTING

This Agreement by and between the City of Bloomington, Department of Public Works, Fleet Maintenance Division through the Board of Public Works (the “Department”), and PEI Maintenance & Contracting (“Contractor”) is effective upon execution by both parties.

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Maintenance and repairs to fuel pumps, FuelMaster equipment and other fuel related repairs. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before, December 31, 2025 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Public Works Department officials. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight thousand dollars (\$8,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: fleet@bloomington.in.gov, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Contractor shall complete the Services required under this Agreement on or before December 31, 2025. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

Article 11. Indemnification Contractor shall 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.

Article 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, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Umbrella/Excess Liability with a required limit of \$1,000,000. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, Worker's Compensation policies and Umbrella/Excess Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

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

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

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

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

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

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

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington Public Works, Attn: Lisa Lazell, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Rod Armes
PEI Maintenance & Contracting
7630 N. Fox Hollow Road
Bloomington, IN 47408

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

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25. Option for Renewal This Agreement may be renewed for two additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

CITY OF BLOOMINGTON

CONTRACTOR

PEI Maintenance & Contracting

Margie Rice, Corporation Counsel

_____, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
and acknowledged the execution of the foregoing this _____ day of _____, 2025.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

Commission Number:

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2025.

Vendor: PEI Maintenance & Contracting

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared _____
and acknowledged the execution of the foregoing this _____ day of _____, 2025.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

Commission Number:



Board of Public Works

Staff Report

Project/Event: Service Agreement for Inspections and reports as required by IDEM

Petitioner/Representative: Fleet Maintenance Department

Staff Representative: Lisa Lazell

Meeting Date: February, 25, 2025

Report: This contract with PEI Maintenance & Contracting will provide the necessary inspections and reports as required by IDEM for the underground fuel storage tanks at Henderson Street and Adams Street fuel sites.



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: PW/Fleet Division
DATE: February 25, 2025
RE: PEI Maintenance & Contracting for IDEM inspections

Contract Recipient/Vendor Name:	PEI Maintenance & Contracting
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Lisa Lazell
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-160
Due Date For Signature:	02/25/2025
Expiration Date of Contract:	12-31-2025
Renewal Date for Contract:	60-30 days before expiration
Total Dollar Amount of Contract:	\$5,790.00
Funding Source:	802-17-170000-53650
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: Contractor shall perform repair and maintenance services of the following types: establishment of baseline configurations, monthly inspections of tanks which is required by IDEM, and annual inspection for each tank.

City of Bloomington Contract and Purchase Justification Form

Vendor: PEI Maintenance and
Contract #

Contract Amount: \$5,790.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable
(NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications
(RFQu)

☐

Emergency Purchase

2. List the results of procurement process. Give further explanation where requested.

Yes No

of Submittals:

Yes No

Was the lowest cost selected? (If no,
please state below why it was not.)

☐☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

3. State why this vendor was selected to receive the award and contract:

Local company that provides monthly and annual inspections of the underground fuel tanks and documentation as required by Indiana Department of Environmental Management.

Corey Snider

Division Head

Fleet Services

Print/Type Name

Print/Type Title

Department

**SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON, DEPARTMENT OF
PUBLIC WORKS, FLEET MAINTENANCE DIVISION AND
PEI Maintenance & Contracting**

This Agreement by and between the City of Bloomington, Department of Public Works, Fleet Maintenance Division through the Board of Public Works (the “Department”), and PEI Maintenance & Contracting (“Contractor”) is effective upon execution by both parties.

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: establishment of baseline configurations, monthly inspections of tanks which is required by IDEM, and annual inspection for each tank. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before, December 31, 2025 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Public Works Department officials. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand, Seven Hundred Ninety Dollars (\$5,790.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: fleet@bloomington.in.gov , or City of Bloomington Public Works Fleet Maintenance Division, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Contractor shall complete the Services required under this Agreement on or before December 31, 2025. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

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

Article 11. Indemnification Contractor shall 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.

Article 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, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Umbrella/Excess Liability with a required limit of \$1,000,000. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, Worker's Compensation policies and Umbrella/Excess Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

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

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

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

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

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

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

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington Public Works, Attn: Lisa Lazell, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Rod Armes
PEI Maintenance & Contracting
7630 N. Fox Hollow Road
Bloomington, IN 47408

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

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25. Option for Renewal This Agreement may be renewed for two additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel

CONTRACTOR

PEI Maintenance & Contracting

_____, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2025.

Vendor: PEI Maintenance & Contracting

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2025.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public _____ County of Residence: _____

Commission Number:



Board of Public Works Staff Report

Project/Event: Concrete Pad for Flashover Chamber

Petitioner/Representative: City of Bloomington Fire Department

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: February 10, 2025

The Fire Department will be installing a Flashover Chamber at their training center on South Walnut St.. They must first install a concrete pad for the chamber to sit on. This contract is for the installation of this 30' X 66' X 6" concrete pad. Three quotes were solicited. They are as follows:

Matt Patterson Concrete	\$17,400.00
TruNorth Construction	\$17,600.00
Grade-On Excavation	\$16,739.72

Staff recommends approval of a contract with Grade-On Excavating Services, LLC for the amount of \$16,739.72

Respectfully submitted,

J. D. Boruff
Operations and Facilities Director
Public Works Department



CONTRACT COVER MEMORANDUM

TO: Aleks Pratt
FROM: J. D. Boruff
DATE: 2/25/25
RE: Concrete Pad for Flashover Chamber

Contract Recipient/Vendor Name:	Grade-On Excavating Services, LLC.
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	
Record Destruction Date: <i>(Legal to fill in)</i>	
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	
Due Date For Signature:	2/25/25
Expiration Date of Contract:	4/25/25
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$16,739.72
Funding Source:	101-04-040000-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	pending
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: The Fire Department will be installing a Flashover Chamber at their training center on South Walnut St.. They must first install a concrete pad for the chamber to sit on. This contract is for the installation of this 30' X 66' X 6" concrete pad. Three quotes were solicited. They are as follows:

Matt Patterson Concrete	\$17,400.00
TruNorth Construction	\$17,600.00
Grade-On Excavation	\$16,739.72

City of Bloomington Contract and Purchase Justification Form

Vendor: Grade-On Excavating Services,

Contract Amount: \$16,739.72

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input checked="" type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No		Yes	No
# of Submittals: 3			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

The Fire Department will be installing a Flashover Chamber at their training center on South Walnut St.. They must first install a concrete pad for the chamber to sit on. This contract is for the installation of this 30' X 66' X 6" concrete pad. Three quotes were solicited. They are as follows:

Matt Patterson Concrete \$17,400.00
 TruNorth Construction \$17,600.00
 Grade-On Excavation \$16,739.72

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
GRADE-ON EXCAVATING SERVICES, LLC

FOR

CONCRETE PAD FOR FLASHOVER CHAMBER

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and **Grade-On Excavating Services, LLC**, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Concrete Pad for Flashover Chamber**, (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within Sixty (60) days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Sixteen Thousand Seven Hundred Thirty Nine Dollars and Seventy Two Cents (\$16,739.72)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the

escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR 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 and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. 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.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.

11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 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 other scope of work in question, 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 as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status.

Contractor shall comply with City of Bloomington Ordinance 2.21.020 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 the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations,

ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

5.12.04 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Grade-On Excavating Services, LLC
Attn: J. D. Boruff, Facilities Director	Attn: Lloyd Moore
P.O. Box 100 Suite 120	200 Ray Moore Rd.
Bloomington, Indiana 47404	Springville, IN 47462

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

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 Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement,

unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement 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 this Agreement with the City.

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

Kyla Cox Deckard, President

Elizabeth Karon, Member

James Roach, Member

Kerry Thomson, Mayor of Bloomington

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

Concrete Pad for Flashover Chamber

This project shall include, but is not limited to:

- Provide a 6-inch cut to the existing sub-grade stone within the proposed 1,800 Sq. Ft. slab on grade area and compact the existing sub-grade materials in preparation for concrete placement.
- Provide materials and labor to install 180 LF of 6-inch forms with a chamfered edge.
- Provide and install 1,800 Sq. Ft. of 6-gauge wire mesh as concrete reinforcement.
- Provide, place, and broom finish up to 34 Cubic yards of 4,000 psi concrete with freeze guard and sealer at a thickness of 6-inches within the proposed 1,800 Sq. Ft. area.
- Wreck and loadout concrete forms
- Cut control joints.
- Backfill and fine grade all areas disturbed by the construction process.

ATTACHMENT 'B'**AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)
_____.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as successful Quoter (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Quoter certifies that as successful Quoter (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Quoter acknowledges that included in the various items listed in the Schedule of Quote Prices and in the Total Amount of Quote Prices are costs for complying with I.C. 36-1-12-20. The Quoter further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Signature

Date: _____, 20____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Quoters: Add extra sheet(s), if needed.

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

"E-Verify AFFIDAVIT"

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
 - a. (job title) _____ (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

Commission Number

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

Commission Number



Board of Public Works

Staff Report

Project/Event: Fire Station 2 Bay Floor

Petitioner/Representative: Max Litwin

Staff Representative: Max Litwin

Date: 3-4-2025

Report: This contract is for the resurfacing and refinishing of the bay floor at Fire Station 2. The project solicited quotes and selected the lowest reasonable and responsive bidder to award the contract to in 2020. This project was delayed by the unexpected loss of the HQ Fire Station. This loss resulted in the moving of equipment and personnel to Station 2. Current projects that were underway at Station 2 could not run concurrently with this project with additional staff and equipment being housed at this location. Now that Station 1 is up and running again, we are able to proceed with this project with an updated quote secured from the original vendor awarded the work.

This project was awarded to The Lands Group LLC with a bid of \$29,845.20. Staff asks that this contract be approved.



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel and Board of Public Works
FROM: Enedina Kassamanian, Assistant City Attorney and Dana Kerr Assistant City Attorney
DATE: March 6, 2025
RE: Fire Station 2 bay floor

Contract Recipient/Vendor Name:	The Lands Group LLC
Department Head Initials of Approval:	MBZ
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Max Litwin
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Enedina Kassamanian and Dana R. Kerr
Record Destruction Date: <i>(Legal to fill in)</i>	2040
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-190
Due Date For Signature:	ASAP
Expiration Date of Contract:	March 11, 2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$29,845.20
Funding Source:	2240-08-080000-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This contract is for the resurfacing and refinishing of the bay floor at Fire Station 2.

City of Bloomington Contract and Purchase Justification Form

Vendor: The Lands Group LLC

Contract Amount: \$29,845.20

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input checked="" type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No		Yes	No
# of Submittals: 3			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

This contract is proceeding with PO 2020-9314 to carryout the resurfacing and refinishing of the bay floor at Station 2. The delay in securing this was due to a combination of the temporary loss of HQ Fire Station, additional equipment stored at Station 2 as a result and various projects at Station 2 to accommodate the additional personnel that would not allow this project to run concurrently. We now have Station 1 up and running again, allowing for this project to occur. The quotes were solicited from The Lands Group LLC (Bloomington Garage Floors), Garage Flooring Solutions, and Concrete Tune Up. The Lands Group LLC came in with the lowest quote and was selected as the vendor to perform the work.

Max Litwin

Deputy Chief

Fire

Print/Type Name

Print/Type Title

Department

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington Fire Department, by its Public Works Board (the “City”), and The Lands Group LLC dba Bloomington Garage Floors (“Contractor”), (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the Services for the City as outlined in **Exhibit “A”**. 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 11 th day of Mach, 2026.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Twenty Nine Thousand and Eight Hundred and Forty Five Dollars and Twenty Cents, (\$29,845.20). Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Bloomington Fire Department, PO Box 100, 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 Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager designated in the Notices section below shall act on its 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 duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible herein. Contractor agrees that the work to be done pursuant to this Agreement shall be performed solely by the principal personnel described in **Exhibit "C"**. Contractor shall not assign to any of Contractor's other personnel, subcontractors or agents any part of the Services without the prior written consent of the City. The City reserves the right to reject any of Contractor's other personnel, sub-contractors or agents, and the City reserves the right to request that acceptable replacement personnel, sub-contractors or agents 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 of Bloomington, its directors, officers, agents and employees for all damages, losses, costs, expenses, or other liability, including reasonable attorney's fees and defense costs, ("damages and losses") arising out of third party claims to the extent the damages and losses are caused by the Contractor's willful misconduct or negligence.

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, losses, liabilities, costs, and expenses or other liability including cybercrime (which shall include, but is not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities) perpetrated by or attributable to Contractor, its employees, Contractors or agents, (regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent) arising out of or related to this Agreement, or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent Contractors directly responsible to it (collectively "Claims"). Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental Contractor 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. Cost Estimates.** Any estimates of construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the City has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Contractor cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to the Agreement.
- 13. Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;

- iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.
- e. Cyber Attack and Cyber Extortion.
 - i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
 - ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
 - iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
- f. Network Security Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (per occurrence) of \$10,000.
- g. Electronic Media Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (Per Occurrence) of \$10,000.
- h. Fraudulent Impersonator Coverage.
 - i. Limit (Annual Aggregate) of \$250,000; and
 - ii. Deductible (Per Occurrence) of \$5,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, which includes its officers, employees and agents, as additional 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 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 “D”**. Contractor shall maintain on file all sub-contractors’ 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: Max Litwin, Deputy Chief , Project Manager	Attn: The Lands Group LLC dba Bloomington Garage Floors
Bloomington Fire Department: PO Box 100, Bloomington, IN 47402	209 S. Fairfield Dr. Bloomington, IN 47404

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, 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.

[Signatures are on the following page.]

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

**The Lands Group LLC dba
BloomingtonGarage Floors**

**401 N. Morton St.
Bloomington, IN 47404**

Kyla Cox Deckard, President DATED

(Name Signed) DATED

Elizabeth Karon, Member DATED

James Roach, Member DATED

(Name Printed)

Kerry Thomson, Mayor DATED
City of Bloomington

(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

EXHIBIT “B”

PROJECT SCHEDULE

EXHIBIT “C”

IDENTITY OF CONTRACTOR

**EXHIBIT “D”
AFFIDAVIT REGARDING E-VERIFY**

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 “E”

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

ESTIMATE

Date: **2/4/2025**

Payment Terms: **see below**

Payment Terms:
Balance Due Upon Completion. Checks, Cash or Credit Cards
Credit Cards add 3% to the total.
Make checks out to "The Lands Group".

Thank you for your business and your friendship.

Sub-Total:	\$29,845.20
+ 3% Credit Card Svc Fee:	
Total:	
50% Down Payment:	
Total Due Upon Completion:	

Thank you for your business and your friendship.

Foot Hands

www.bloomingtongaragefloors.com



Board of Public Works Staff Report

Project/Event:	2025 Cooperative Services Agreement
Petitioner/Representative:	Christina Murphy, Therapist; Vanessa Douglas, Manager of Adult & Family Services
Staff Representative:	Cassie Werne, Special Projects and Operations Manager
Date of Board Meeting:	Tuesday, February 25, 2025

Report:

The purpose of the 2025 Cooperative Services Agreement is to outline the City of Bloomington's program partnership with Centerstone of Indiana, Inc. and build upon previous years' success.

Brighten Bloomington is a supported employment program designed to provide a low-to no-barrier work experience for people throughout the City who are experiencing homelessness, mental health, and substance use concerns while also providing and connecting participants to supportive services. Brighten Bloomington crews are supervised by Centerstone staff and provide critical maintenance and upkeep throughout public rights-of-way and Parks. The 2025 Scope of Work includes custodial services for park restrooms, trash removal, curb and sidewalk clean up, vegetation and weed removal, tree trimming, curb painting, graffiti removal, storm drain clearing, and snow and ice removal.

Through Brighten Bloomington, 117 individuals have been employed since 2017. 71 employees that were homeless or in transitional housing when they began the program were successfully housed. 90 employees have maintained permanent housing.

Through Brighten Bloomington, over 90,000 pounds of debris have been collected from the City public rights-of-way and Parks (including trash and vegetation), over 70,000 feet of curb have been painted, thousands of storm drains cleared, and hundreds of graffiti incidents removed.



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham (Parks)
Aleksandrina Pratt (DPW)
FROM: Cassie Werne
DATE: Tuesday, January 28, 2025
RE: Centerstone Brighten Bloomington – 2025 Partnership Agreement

Contract Recipient/Vendor Name:	Centerstone
Department Head Initials of Approval:	AW & TS
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Cassie Werne, Special Projects & Ops Mgr
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham (Parks) Aleksandrina Pratt (DPW)
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-133
Due Date For Signature:	February 25, 2025
Expiration Date of Contract:	December 31, 2025
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	
Funding Source:	Parks – 2204-18-189000-53990 2204-18-189006-53990 DPW - 2209-19-190000-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes, complete
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes, complete
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract: Partnership agreement with Centerstone for Brighten Bloomington program.

City of Bloomington Contract and Purchase Justification Form

Vendor: Centerstone of Indiana, Inc.

Contract Amount: \$519,000 (\$371,000 DPW)

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No	Yes	No
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)	
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

3. State why this vendor was selected to receive the award and contract:

This Service Agreement is between Public Works, Parks and Recreation, and Centerstone to cooperate as part of an employment program to support the Brighten Bloomington maintenance and beautification efforts citywide.

Cassie Werne

I Projects and Operations M

Public Works

Print/Type Name

Print/Type Title

Department

**CITY OF BLOOMINGTON
COOPERATION SERVICES AGREEMENT
WITH CENTERSTONE OF INDIANA, INC.**

This Agreement is made and entered into by and between the City of Bloomington Department of Public Works and the Parks and Recreation Department (“COB”), and Centerstone of Indiana, Inc. (“CS”).

WHEREAS, COB and CS (“the Parties”) desire to cooperate as part of an employment program to support the Brighten Bloomington maintenance and beautification efforts citywide; and

WHEREAS, CS is qualified to perform such services for COB; and

WHEREAS, COB 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:

I. Purpose of Agreement

The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for CS clients to work for CS as part of the Brighten Bloomington by combining available resources from each Party to the Agreement.

II. Duration of Agreement

This Agreement shall be in effect from the date of signing until December 31, 2025 unless terminated earlier as provided under Section XI.

III. City of Bloomington Responsibilities

A. The goal of COB is to provide well maintained and clean public spaces.

B. COB agrees to:

1. Define the schedule and scope of work to be performed for the Parks and Recreation Department and the Public Works Department. See Exhibit A;
2. Provide daily report to CS for completion;
3. Provide on-site training for the CS Brighten Bloomington team members on work zone safety, maintenance duties and expectations;
4. Provide consumable supplies as needed, including paint, ice melt, etc.; and
5. Pay CS invoiced amounts for labor costs of the COB and CS Brighten Bloomington partnership. Payment shall not to exceed the rate of \$18.40 for CS Brighten Bloomington team members, which shall not exceed an aggregate amount of Five Hundred and Nineteen Thousand Dollars (\$519,000.00) inclusive of Three Hundred and Seventy One Thousand Dollars (\$371,000.00) for Public Works

Department and One Hundred and Forty Eight Thousand (\$148,000.00) for Parks and Recreation Department.

IV. CENTERSTONE Responsibilities

- A. The goal of CS is to conduct a supportive employment program for Centerstone Brighten Bloomington.
- B. CS agrees to:
1. Provide all employees for the scope of work outlined, including the names and contact information for CS crew supervisors, and communicate with the COB if it is unable to meet the requested needs;
 2. Conduct hiring interviews, perform background checks, hire, pay, and assume liability/risk coverage for maintenance crews;
 3. Not hire employees for Centerstone Brighten Bloomington who are registered sex offenders, people convicted of violent crimes or people with outstanding warrants in any State;
 4. Invoice COB at least quarterly for labor costs depending on the positions filled and hours worked, at the rate of \$18.40 per hour for the calendar year 2025;
 5. Provide transportation for each of its crews, as needed;
 6. Provide a supervisor to transport and supervise crew on site;
 7. Have substitute workers available to fill in or permanently take a spot on the crew;
 8. Address behavioral issues that come up at sites;
 9. Complete maintenance log weekly per site, including before and after photos;
 10. Store and purchase equipment and personal protection equipment (PPE) needed to perform outlined tasks; and
 11. Consult with COB employees listed in Exhibit A to consult on specific needs, work planning, and work tracking.
 12. CS will invoice the COB on an ongoing basis for work that has been completed, pursuant to the hourly rates and not-to-exceed amounts outlined in this Agreement. Invoices for work completed under the services described in the "Public Works Department" section of Exhibit A shall be sent to City of Bloomington Public Works Department, Attn: Cassie Werne, Special Projects and Operations Manager. Invoices for work completed under the services described in the "Parks and Recreation Department" section of Exhibit A shall

be sent to City of Bloomington Parks and Recreation Department, Attn: Amy Leyenbeck, Operations Coordinator. Invoices for "Parks and Recreation Department" shall be split between Rotational Park work crew and Stationary Switchyard Park work crew.

V. Terms Mutually Agreed To By the Parties to this Agreement

- A. The intent of this Agreement is to document a mutually beneficial partnership between CS and COB in an amount not to exceed Five Hundred and Nineteen Thousand Dollars (\$519,000.00) inclusive of Three Hundred and Seventy One Thousand Dollars (\$371,000.00) for Public Works Department and One Hundred and Forty Eight Thousand (\$148,000.00) for Parks and Recreation Department;
- B. The staff and personnel involved in this Agreement will at all times represent the Parties to this Agreement in a professional manner and reflect the commitment of the Parties to quality services and customer satisfaction;
- C. During the performance of any and all Services under this Agreement, CS shall maintain the following insurance in full force and effect:
- a) Comprehensive General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate;
 - b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident;
 - c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and
 - d) Umbrella/Excess Liability with a required limit of \$1,000,000.
 - e) Cyber Attack and Cyber Extortion: computer attack limit (annual aggregate) of \$1,000,000; sublimit (per occurrence) for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000;
 - f) Network Security Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$10,000;
 - g) Electronic Media Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$10,000; and
 - h) Fraudulent Impersonator Coverage: limit (annual aggregate) of \$250,000; and deductible (per occurrence) of \$5,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Parks and Recreation Department, the Department of Public Works, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Umbrella/Excess Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. CS shall provide COB with a certificate of insurance prior to the commencement of operations under this Agreement. CS and its insurer shall notify COB within ten (10) days of any

insurance cancellation;

D. The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by the Parties;

E. CS is recognized as having the expertise and experience to hire and supervise the Brighten Bloomington work crews safely and effectively. COB shall have the right to review risk management, agreement terms, and service quality issues;

F. 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;

G. Pursuant to Indiana Code Sections 35-47-11.1-2 and -3, the City is prohibited from enforcing a firearms policy in public parks and City facilities as of July 1, 2011. However, per Indiana Code Section 35-47-11.1-4(10), CS 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 CS implements such a policy, it shall provide a copy of the policy to the City, which shall be attached to this Agreement and incorporated herein by reference;

H. The Parties shall evaluate this Agreement and the services provided hereunder during the month of December 2025.

VI. Indemnification and Release

CS shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department and Public Works Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of CS's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against Releasees or CS, or its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

VII. Independent Contractor Status

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

VIII. Notices and Representatives

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

Centerstone
Christina L. Murphy
645 S. Rogers St.

COB
Adam Wason
401 N. Morton Street

Bloomington, IN 47403
(812) 337-2237

Bloomington, IN 47404
(812) 349-3410

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

Centerstone

Christina L. Murphy
645 S. Rogers St.
Bloomington, IN 47403
(812) 337-2237

COB

Cassie Werne
(812) 349-3410

IX. Non-Discrimination

CS shall comply with Bloomington Municipal Code 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

CS 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 CS believes that a City employee engaged in such conduct towards CS and/or any of its employees, CS or its employees may file a complaint with the City department head in charge of the grant and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

X. Compliance with Laws

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

XI. Termination and Modification

This Agreement may be terminated only upon the mutual written agreement of the Parties. Likewise, the parties may modify any term of this Agreement through mutual written agreement. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the COB are at any time not forthcoming or are insufficient, through failure of any entity, including the COB itself, to appropriate funds or otherwise, then the COB shall have the right to terminate this Agreement without penalty.

XII. E-Verify

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

XIII. Integration and Modification

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

XIV. Non-Collusion

CS is required to certify that it has not, nor has any other member, representative, or agent of CS, 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. The undersigned offeror or agent of CS affirms that they have not, nor has any other member, representative, or agent of CS represented by the undersigned, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

XV. Living Wage Ordinance

CS 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. Currently, the living wage is \$16.22 per hour for covered employees, and up to 15% of that amount, or \$2.43, may be in the form the covered employer's contribution to health insurance available to the covered employee.

CS shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; 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.

[Signature Page Follows]

Signed and Agreed to this ____ day of February, ____.

CENTERSTONE OF INDIANA, INC.

Suzanne Koesel, CEO

Date

CITY OF BLOOMINGTON

Adam Wason, Director
Department of Public Works

Date

Kyla Cox Deckard, President
Board of Public Works

Date

Tim Street, Director
Parks and Recreation Department

Date

Kathleen Mills, President
Board of Parks Commissioners

Date

Margie Rice, Corporation Counsel

Date

EXHIBIT A
CENTERSTONE BRIGHTEN BLOOMINGTON
2025 SCOPE OF WORK

Centerstone will provide all employees for the scope of work outlined below except on the following holidays observed by Centerstone:

- | | |
|------------------------------|-----------------------------|
| • New Year's Day | Wednesday, January 1, 2025 |
| • Martin Luther King Jr. Day | Monday, January 20, 2025 |
| • Memorial Day | Monday, May 26, 2025 |
| • Juneteenth | Thursday, June 19, 2025 |
| • Independence Day | Friday, July 4, 2025 |
| • Labor Day | Monday, September 1, 2025 |
| • Thanksgiving | Thursday, November 27, 2025 |
| • Day After Thanksgiving | Friday, November 28, 2025 |
| • Christmas Eve | Thursday, December 25, 2025 |
| • Christmas Day | Friday, December 26, 2025 |

Any shift over 8 hours includes a 1 hour unpaid lunch hour.

Parks and Recreation Department

Centerstone shall provide work crews to perform tasks related to cleaning and maintaining park properties. Supervisor of crew(s) will be there to mobilize crews at beginning of shifts, provide daily direction and oversight of crews.

Rotational Park work crew shall clean and maintain various park properties including Seminary Park, Hopewell Commons, People's Park, Butler Park, Building Trades Park, and Waldron Hill and Buskirk Park (as well as other locations when required). This crew will perform regular cleaning and maintenance at these properties and will consult on specific needs with the City of Bloomington Parks and Recreation Custodial Working Foreperson or Operations Superintendent.

- | | | | |
|-----------------|---------|----------------|--------------|
| • Apr 4 - Nov 1 | | | |
| 1 supervisor | 8am-2pm | Fr, Sa, Sun, M | 6 work hours |
| 1 employee | 8am-2pm | Fr, Sa, Sun, M | 6 work hours |
| 1 employee | 8am-2pm | Fr, Sa, Sun, M | 6 work hours |

Switchyard Park Stationary work crew shall clean and maintain the Switchyard Park restrooms and pick up litter in the park. This crew will consult on specific needs with the City of Bloomington Parks and Recreation Recreation Facilities General Manager (or designee).

- | | | | |
|--------------------|---------|---------------|----------------------------|
| • Jan 1 - May 22 | | | |
| 1 supervisor | 9am-6pm | 7 days a week | 8 work hours, 1 lunch hour |
| 1 employee | 9am-6pm | 7 days a week | 8 work hours, 1 lunch hour |
| • May 23 - Sept 28 | | | |

- | | | | |
|--------------|---------|---------------|----------------------------|
| 1 supervisor | 9am-6pm | 7 days a week | 8 work hours, 1 lunch hour |
| 1 employee | 9am-8pm | 7 days a week | 8 work hours, 1 lunch hour |
- Sept 29 - Oct 31

1 supervisor	9am-6pm	7 days a week	8 work hours, 1 lunch hour
1 employee	9am-6pm	Sa, Su, M, Tu, We, Th	8 work hours, 1 lunch hour
1 employee	9am-8pm	Fr	10 work hours, 1 lunch hour
 - Nov 1 - Dec 31

1 supervisor	9am-6pm	7 days a week	8 work hours, 1 lunch hour
1 employee	9am-6pm	7 days a week	8 work hours, 1 lunch hour

Public Works Department

Centerstone shall provide work crews to perform trash removal, curb and sidewalk clean up, vegetation and weed removal (including trimming branches overhanging sidewalks), curb painting, graffiti removal, and snow and ice removal.

This work shall be performed in the City of Bloomington right of ways, Public Works Department managed properties, or other locations as requested by Public Works Department staff.

All crews will consult on specific needs with the Downtown Specialist (or designee). Supervisor of crew(s) will be there to mobilize crews at beginning of shifts, provide daily direction and oversight of crews.

One crew will consist of 1 supervisor and 3 employees. This crew shall primarily perform curb painting, tree trimming, graffiti removal, and storm drain clearing. But, it can perform any task listed above as part of the program. This crew will have the following schedule:

- Apr 1 - Nov 30

1 supervisor	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour

Another crew will consist of 1 supervisor and 3 employees. This crew will primarily perform curblane clean up, neighborhood clean up, vegetation removal, and trash removal. But, it can perform any task listed above as part of the program. This crew will have the following schedule:

- Apr 1 - Nov 30

1 supervisor	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour

A third crew will consist of 1 supervisor and 4 employees. This crew will primarily perform curblane clean

up, snow and ice removal, trash removal, and storm drain clearing. But, weather permitting, can be asked to perform any of the tasks listed above as part of the program. This crew will have the following schedule:

- December 1 through March 31:

1 supervisor	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour
1 employee	7am-4pm	M, Tu, We, Th, Fr	8 work hours, 1 lunch hour

Additional staffing may be requested for large community events. In these instances, additional employees can be provided by Centerstone, or the schedule of existing crews can be shifted to accommodate these requests.

EXHIBIT B

STATE OF INDIANA)
COUNTY OF MONROE) SS:

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

EXHIBIT C
AFFIDAVIT THE LIVING WAGE ORDINANCE

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

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

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.

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



Board of Public Works Staff Report

Project/Event: MOU between City of Bloomington Utilities/Utilities Service Board and City of Bloomington Public Works/Board of Public Works

Petitioner/Representative: Public Works

Staff Representative: Adam Wason, Public Works Director

Meeting Date: March 11, 2025

Report: This Memorandum of Understanding agreement with City of Bloomington Utilities/Utilities Service Board and City of Bloomington Public Works/Board of Public Works. CBU regularly needs to repair and replace its utility infrastructure located in the right of way which damages public infrastructure. DPW has the machinery, knowledge and ability to perform these repairs. CBU has the financial ability for fund 4 new DPW positions to staff a team that can provide timely infrastructure repairs.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON UTILITIES
AND THE CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS
FOR UTILITY INFRASTRUCTURE REPAIRS**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Bloomington Utilities Department (“CBU”) by and through its Utilities Service Board (“USB”) and the City of Bloomington Public Works Department (“DPW”) by and through the Board of Public Works (“BPW”).

WHEREAS, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Sections 36-4-9-4 and 36-4-9-5, has established a Department of Public Works which has in turn established a Street and Traffic Department (“Streets”) which acts by and through the City’s BPW, and pursuant to statutory authority set out in Indiana Code Sections 8-1.5-2 and 36-9-23, has established the CBU (for waterworks, sanitary sewer and stormwater) which acts by and through the USB, all of whom are collectively referred to as the Parties throughout this MOU; and

WHEREAS, CBU regularly needs to repair and replace its utility infrastructure located in the right of way which invariably damages public infrastructure such as roads, curbs, sidewalks, etc.; and

WHEREAS, DPW has the machinery, knowledge and ability to perform these repairs after CBU completes maintenance, repairs and replacements due to periodic failure of its infrastructure located within the right of way; and

WHEREAS, CBU has the financial ability to fund four new DPW positions to staff a team that can provide timely public infrastructure repairs in the aftermath of CBU utility maintenance, repairs and replacements due to periodic failure of its infrastructure located in the right of way.

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

1. **Funding**: CBU shall provide funding in the amount of \$289,507.78 for wages **plus and** benefits for four new full time DPW positions with Streets that shall provide timely repairs as needed upon the completion by CBU of utility maintenance, repairs and replacements of utility infrastructure located in the right of way.
2. **Repairs**: Streets shall be responsible for the repair work to all roads & streets, driveways, sidewalks and curbs damaged as a result of any and all maintenance, repairs and replacements of utility infrastructure performed by CBU to utility infrastructure located within the right of way. This repair work shall include the following:
 - a. **For asset failure projects**: For all projects in which CBU must make street cuts to maintain, repair and replace damaged utility infrastructure located in the right of way, Streets shall be responsible for digging out stone, pouring concrete, applying

asphalt to finish, reinstalling sidewalks, curbs and driveways using materials to match existing infrastructure all in compliance with City of Bloomington Engineering standards and specifications.

- b. For infrastructure replacement projects: For all projects in which CBU makes street cuts to replace utility infrastructure located in the right of way that has not failed, but in CBU's sole discretion determines should be replaced, Streets shall be responsible for applying asphalt to finish and for reinstalling sidewalks, curbs and driveways using materials to match existing infrastructure all in compliance with City of Bloomington Engineering standards and specifications. CBU shall be responsible for the pouring of concrete, leaving the requisite depth for Streets to apply asphalt to finish, in compliance with City of Bloomington Engineering standards and specifications.
3. Costs for Materials: CBU shall be responsible for all material costs for stone, concrete and asphalt that Streets and CBU use to perform the road, sidewalk, curb and driveway repairs in paragraph 2 above.
4. Time Tracking: Streets shall keep track of all time spent on road, sidewalk, curb and driveway repairs in paragraph 2 above on an annual basis. It is an assumption between the Parties that Streets will not need to devote more than four full time equivalent working hours annually towards the repair work identified in paragraph 2 above.
5. Expiration: This MOU shall expire on January 1, 2026.
6. Amendments: This MOU may only be modified in writing and signed by both parties under the same formalities as this MOU.

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
UTILITIES SERVICE BOARD**

Megan Parmenter 12/14/24
Megan Parmenter, Date
President

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Kyla Cox Deckard, Date
President

Elizabeth Karon, Date
Vice President

James Roach Date
Secretary



Board of Public Works 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 1101 - General										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 43430 - Animal Adoption Fees										
Colin Kreith	KREITH-021625	01-refund adoption fee-2/16/25	Paid by Check # 79855		03/04/2025	03/04/2025	03/14/2025		03/14/2025	100.00
Tabatha McKinney	MCKINNEY-022625	01-refund adoption fee-2/26/25	Paid by Check # 79857		03/04/2025	03/04/2025	03/14/2025		03/14/2025	100.00
Carson Patchett	PATCHETT-022125	01-refund adoption fee-canine-2/21/25	Paid by Check # 79859		03/04/2025	03/04/2025	03/14/2025		03/14/2025	100.00
Account 43430 - Animal Adoption Fees Totals							Invoice Transactions 3			\$300.00
Account 52110 - Office Supplies										
6530 - Office Depot, INC	410503140001	01-Zip loc bags & shop ticket holder	Paid by EFT # 64479		03/04/2025	03/04/2025	03/14/2025		03/14/2025	78.54
6530 - Office Depot, INC	408423453001	01-File folder labels	Paid by EFT # 64479		03/04/2025	03/04/2025	03/14/2025		03/14/2025	9.00
Account 52110 - Office Supplies Totals							Invoice Transactions 2			\$87.54
Account 52210 - Institutional Supplies										
4586 - Hill's Pet Nutrition Sales, INC	252407331	01-Dog & Cat Food	Paid by EFT # 64423		03/04/2025	03/04/2025	03/14/2025		03/14/2025	113.61
4586 - Hill's Pet Nutrition Sales, INC	252334989	01-Dog & Cat Food	Paid by EFT # 64423		03/04/2025	03/04/2025	03/14/2025		03/14/2025	122.06
4586 - Hill's Pet Nutrition Sales, INC	252407328	01-Prescription Veterinary Food	Paid by EFT # 64423		03/04/2025	03/04/2025	03/14/2025		03/14/2025	117.42
4574 - John Deere Financial f.s.b. (Rural King)	325635	01-litter-50 40lb bags pellet bedding	Paid by Check # 79839		03/04/2025	03/04/2025	03/14/2025		03/14/2025	249.50
4633 - Midwest Veterinary Supply, INC	24136023-000	01-Partnership Program Rebate Q4 2024	Paid by EFT # 64463		03/04/2025	03/04/2025	03/14/2025		03/14/2025	(235.38)
4633 - Midwest Veterinary Supply, INC	24437049-050	01-vinyl exam gloves (L)	Paid by EFT # 64463		03/04/2025	03/04/2025	03/14/2025		03/14/2025	55.95
4633 - Midwest Veterinary Supply, INC	24266213-001	01-Flavor for medication compounding	Paid by EFT # 64463		03/04/2025	03/04/2025	03/14/2025		03/14/2025	18.06
4633 - Midwest Veterinary Supply, INC	24381863-000	01-Syringes	Paid by EFT # 64463		03/04/2025	03/04/2025	03/14/2025		03/14/2025	58.86
4633 - Midwest Veterinary Supply, INC	24381863-050	01-vinyl exam gloves (L)	Paid by EFT # 64463		03/04/2025	03/04/2025	03/14/2025		03/14/2025	28.35
4633 - Midwest Veterinary Supply, INC	24381863-100	01-Ketamine	Paid by EFT # 64463		03/04/2025	03/04/2025	03/14/2025		03/14/2025	87.84
4633 - Midwest Veterinary Supply, INC	24266213-050	01-Sanitizier-Rescue Concentrate - 55 gal drum	Paid by EFT # 64463		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,837.06
3560 - First Financial Bank / Credit Cards	252179	01-rabbit food	Edit		03/12/2025	03/12/2025	03/12/2025			.32
Account 52210 - Institutional Supplies Totals							Invoice Transactions 12			\$2,453.65



Board of Public Works 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 1101 - General										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 52340 - Other Repairs and Maintenance										
4832 - Animal Care Equipment & Services, LLC	131882	01-parts for catch pole repair -head guard only	Paid by EFT # 64366		03/04/2025	03/04/2025	03/14/2025		03/14/2025	14.00
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 1
										\$14.00
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13GK-7WF3-3HL7	01-Cell Phone Case & Charger for V. Sauder	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	58.90
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NJW-KFPQ-H77T	01-ACO Radio Batteries & Antenna & Bar Code Scanning Cables	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	330.96
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										\$389.86
Account 53130 - Medical										
6529 - BloomingPaws, LLC	732861	01-Spay/Neuter Surgeries-Echo	Paid by EFT # 64377		03/04/2025	03/04/2025	03/14/2025		03/14/2025	206.50
54639 - Shake Veterinary Services, INC (Town & Country Vet)	14539	01-Spay/Neuter Surgeries-2/20/25	Paid by EFT # 64504		03/04/2025	03/04/2025	03/14/2025		03/14/2025	571.10
Account 53130 - Medical Totals										Invoice Transactions 2
										\$777.60
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	11819609923	01 - Indiana Animal Welfare Conference	Edit		03/12/2025	03/12/2025	03/12/2025			274.33
Account 53160 - Instruction Totals										Invoice Transactions 1
										\$274.33
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487800225	06-cell phone chgs 01/12/25-02/11/25-Inv. 287289748780X02192025	Paid by Check # 79816		03/05/2025	03/05/2025	03/05/2025		03/05/2025	190.85
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
										\$231.95
Account 53220 - Postage										
3560 - First Financial Bank / Credit Cards	129X3V6703417521	01-BOH Shipping 02/03/25	Edit		03/12/2025	03/12/2025	03/12/2025			15.07
3560 - First Financial Bank / Credit Cards	129X3V6703104403	01-BOH Shipping 02/25/25	Edit		03/12/2025	03/12/2025	03/12/2025			15.07
Account 53220 - Postage Totals										Invoice Transactions 2
										\$30.14



Board of Public Works 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 1101 - General										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53230 - Travel										
9711 - Rachel Hardy	EUTHANSIA-01.25	01-Hotel/Per Diem Reimb-Euthanasia Trng -Owensboro KY-1/29-1/31	Paid by EFT # 64419		03/04/2025	03/04/2025	03/14/2025		03/14/2025	463.13
3560 - First Financial Bank / Credit Cards	101534	01-Hotel for C. Farmer, Midwest Vet Conference	Edit		03/12/2025	03/12/2025	03/12/2025			525.24
3560 - First Financial Bank / Credit Cards	101535	01-Hotel for D. Carpenter, Midwest Vet Conference	Edit		03/12/2025	03/12/2025	03/12/2025			525.24
Account 53230 - Travel Totals									Invoice Transactions 3	\$1,513.61
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-22359ACC	01-250 Business Cards for Virgil Sauder	Paid by EFT # 64462		03/04/2025	03/04/2025	03/14/2025		03/14/2025	75.83
8002 - Safeguard Business Systems, INC	9007080065	01-Deposit Tickets	Paid by EFT # 64500		03/04/2025	03/04/2025	03/14/2025		03/14/2025	249.15
Account 53310 - Printing Totals									Invoice Transactions 2	\$324.98
Account 53610 - Building Repairs										
9300 - Huston Electric Holding CORP (Cassady Electric)	W12406	01-Rewiring Make-Up Air Handling Units-2/14/25	Paid by EFT # 64425		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,914.95
1537 - Indiana Door & Hardware Specialties, INC	6879AA	01-Repair Door Mechanism for shelter door	Paid by Check # 79836		03/04/2025	03/04/2025	03/14/2025		03/14/2025	164.00
Account 53610 - Building Repairs Totals									Invoice Transactions 2	\$2,078.95
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	300013315	01 - Membership Dues AAWA (Assoc. Animal Welfare Administrators)	Edit		03/12/2025	03/12/2025	03/12/2025			250.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$250.00
Program 010000 - Main Totals									Invoice Transactions 35	\$8,726.61
Program 010001 - Donations Over \$5K										
Account 53130 - Medical										
6529 - BloomingPaws, LLC	732847	01-X rays & exam-Kulen	Paid by EFT # 64377		03/04/2025	03/04/2025	03/14/2025		03/14/2025	388.00
6529 - BloomingPaws, LLC	732859	01-Dental surgery-Gigi	Paid by EFT # 64377		03/04/2025	03/04/2025	03/14/2025		03/14/2025	446.00
6529 - BloomingPaws, LLC	732860	01-Dental surgery-Doorbell	Paid by EFT # 64377		03/04/2025	03/04/2025	03/14/2025		03/14/2025	532.40
6529 - BloomingPaws, LLC	732891	01-X ray & wound care-Gumdrop	Paid by EFT # 64377		03/04/2025	03/04/2025	03/14/2025		03/14/2025	341.10



Board of Public Works 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 1101 - General										
Department 01 - Animal Shelter										
Program 010001 - Donations Over \$5K										
Account 53130 - Medical										
6529 - BloomingPaws, LLC	732897	01-Dermatology	Paid by EFT #		03/04/2025	03/04/2025	03/14/2025		03/14/2025	49.40
		diagnostics-Gumdrop	64377							
6529 - BloomingPaws, LLC	732864	01-Dental surgery-The	Paid by EFT #		03/04/2025	03/04/2025	03/14/2025		03/14/2025	358.00
		Iron Giant	64377							
6529 - BloomingPaws, LLC	732795	01-Heartworm	Paid by EFT #		03/04/2025	03/04/2025	03/14/2025		03/14/2025	244.66
		Treatment-Tank	64377							
6529 - BloomingPaws, LLC	732448	01-X rays & exam-	Paid by EFT #		03/04/2025	03/04/2025	03/14/2025		03/14/2025	121.60
		Skips	64377							
6529 - BloomingPaws, LLC	732102	01-Exam and skin	Paid by EFT #		03/04/2025	03/04/2025	03/14/2025		03/14/2025	64.43
		treatment-Bryn	64377							
Account 53130 - Medical Totals							Invoice Transactions	9		\$2,545.59
Program 010001 - Donations Over \$5K Totals							Invoice Transactions	9		\$2,545.59
Department 01 - Animal Shelter Totals							Invoice Transactions	44		\$11,272.20
Department 02 - Public Works										
Program 020000 - Main										
Account 46060 - Other Violations										
Moon Stones LLC	MOON-021925	26-Tickets were paid	Paid by Check		03/04/2025	03/04/2025	03/14/2025		03/14/2025	60.00
		and then voided	# 79858							
Account 46060 - Other Violations Totals							Invoice Transactions	1		\$60.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487800	06-cell phone chgs	Paid by Check		03/05/2025	03/05/2025	03/05/2025		03/05/2025	128.45
	225	01/12/25-02/11/25-	# 79816							
		Inv.								
		287289748780X021920								
		25								
Account 53210 - Telephone Totals							Invoice Transactions	1		\$128.45
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett	0006807616	02 - Legal Ad Postings-	Paid by EFT #		03/04/2025	03/04/2025	03/14/2025		03/14/2025	296.08
Indiana/Kentucky)		2 Facilities-1 Pkg	64415							
Account 53320 - Advertising Totals							Invoice Transactions	1		\$296.08
Account 53990 - Other Services and Charges										
9256 - Eric A Smith (Tru-North	02122025PW	02 - Removal of	Paid by EFT #		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,280.00
Construction)		Fencing from Dumpster	64505							
		at 4th and Washington								
3560 - First Financial Bank / Credit Cards	EVConnect2/8/2	02 - Truck Charging	Edit		03/12/2025	03/12/2025	03/12/2025			23.87
	5	Fees - Adam Wason -								
		2/8/25								
3560 - First Financial Bank / Credit Cards	EVConnect2/7/2	02 - Truck Charging	Edit		03/12/2025	03/12/2025	03/12/2025			36.02
	5	Fees - Adam Wason -								
		2/7/25								



Board of Public Works 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 1101 - General										
Department 02 - Public Works										
Program 020000 - Main										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	EVConnect2/10/25	02 - Truck Charging Fees - Adam Wason - 2/10/25	Edit		03/12/2025	03/12/2025	03/12/2025			.35
3560 - First Financial Bank / Credit Cards	EVConnect2/10-2	02 - Truck Charging Fees - Adam Wason - 2/10/25	Edit		03/12/2025	03/12/2025	03/12/2025			35.35
3560 - First Financial Bank / Credit Cards	EVConnect2/13/25	02 - Truck Charging Fees - Adam Wason - 2/13/25	Edit		03/12/2025	03/12/2025	03/12/2025			35.32
3560 - First Financial Bank / Credit Cards	EVConnect2/15/25	02 - Truck Charging Fees - Adam Wason - 2/15	Edit		03/12/2025	03/12/2025	03/12/2025			24.87
3560 - First Financial Bank / Credit Cards	carwash2/18	02-Truck Wash-Adam Wason - 2/18/25	Edit		03/12/2025	03/12/2025	03/12/2025			10.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	8		\$1,445.78
Program 020000 - Main Totals							Invoice Transactions	11		\$1,930.31
Department 02 - Public Works Totals							Invoice Transactions	11		\$1,930.31
Department 03 - City Clerk										
Program 030000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WLC-QXP6-MXXW	03-power strips Clerk's Office	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025	03/14/2025		27.28
6530 - Office Depot, INC	407642896001	03-Clerk's office - tissues-2 multi-packs	Paid by EFT # 64479		03/04/2025	03/04/2025	03/14/2025	03/14/2025		28.38
Account 52110 - Office Supplies Totals							Invoice Transactions	2		\$55.66
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1PC3-7W3N-NDM4	03-book on writing; floor lamp for Clerks office	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025	03/14/2025		84.13
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KQL-4QT1-3C3M	03-anti fatigue mat/Deputy Clerk/balance disc wobble cushion	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025	03/14/2025		82.94
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13L9-L4VD-1K3V	03-earbuds & desk chair for Deputy Clerk	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025	03/14/2025		349.98
Account 52420 - Other Supplies Totals							Invoice Transactions	3		\$517.05



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Fund 1101 - General										
Department 03 - City Clerk										
Program 030000 - Main										
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	164.40
Account 53210 - Telephone Totals								Invoice Transactions	1	\$164.40
Program 030000 - Main Totals								Invoice Transactions	6	\$737.11
Department 03 - City Clerk Totals								Invoice Transactions	6	\$737.11
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 52420 - Other Supplies										
6530 - Office Depot, INC	410353286001	04-New Office Chair for New Employee	Paid by EFT # 64479		03/04/2025	03/04/2025	03/14/2025		03/14/2025	337.89
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$337.89
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	022825	04-IU Sustainability Conference Registration - Jane K.	Edit		03/12/2025	03/12/2025	03/12/2025			75.00
Account 53160 - Instruction Totals								Invoice Transactions	1	\$75.00
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	82.20
Account 53210 - Telephone Totals								Invoice Transactions	1	\$82.20
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-22359ESD	04-250 Business Cards for Anna Dragovich	Paid by EFT # 64462		03/04/2025	03/04/2025	03/14/2025		03/14/2025	75.83
Account 53310 - Printing Totals								Invoice Transactions	1	\$75.83
Account 53320 - Advertising										
3560 - First Financial Bank / Credit Cards	bs8j5yde	04-Webhosting for Arts - 1 yr	Edit		03/12/2025	03/12/2025	03/12/2025			59.88
Account 53320 - Advertising Totals								Invoice Transactions	1	\$59.88



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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 1101 - General										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53910 - Dues and Subscriptions										
6891 - Gatehouse Media Indiana Holdings- Paper Subsc only	TH0319472-25	04- Annual HT- Newspaper Subscription 01/01/25- 01/31/26	Paid by Check # 79835		03/04/2025	03/04/2025	03/14/2025		03/14/2025	236.48
3560 - First Financial Bank / Credit Cards	26676	04- ACT dues, Form Approval subscription	Edit		03/12/2025	03/12/2025	03/12/2025			675.00
3560 - First Financial Bank / Credit Cards	116IaXKn	04-Form Approval subscription 3 months	Edit		03/12/2025	03/12/2025	03/12/2025			30.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 3
										<u>\$941.48</u>
Account 53960 - Grants										
4397 - A & D Cycling Enterprises, LLC (Revolution Bike)	516	04-E-Bike Hudson E2 Step-thru 18 2022 Grey	Paid by EFT # 64357		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,800.00
4505 - Bicycle Garage, INC	0212251533016	04-E-Bike FX+ 2 US S Viper Red for T. Felcon	Paid by Check # 79828		03/04/2025	03/04/2025	03/14/2025		03/14/2025	791.80
4505 - Bicycle Garage, INC	0220251509249 59	04-E-Bike Townie Go 7D Step thru US M Mango for P. Mitchell	Paid by Check # 79828		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,249.97
4505 - Bicycle Garage, INC	0214251513254 16	04-E-Bike FX+2 US L satin trek black for R. Riley	Paid by Check # 79828		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,499.93
Account 53960 - Grants Totals										Invoice Transactions 4
										<u>\$5,341.70</u>
Program 040000 - Main Totals										Invoice Transactions 12
										<u>\$6,913.98</u>
Program 04CRED - ESD CRED										
Account 53960 - Grants										
19278 - Milestone Contractors, LP	MILEESDSCUP- APP1	04-Trades District Sculpture Site Preparation (CN)	Paid by EFT # 64464		03/04/2025	03/04/2025	03/14/2025		03/14/2025	52,479.50
Account 53960 - Grants Totals										Invoice Transactions 1
										<u>\$52,479.50</u>
Program 04CRED - ESD CRED Totals										Invoice Transactions 1
										<u>\$52,479.50</u>
Department 04 - Economic & Sustainable Dev Totals										Invoice Transactions 13
										<u>\$59,393.48</u>
Department 05 - Common Council										
Program 050000 - Main										
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	88.20
Account 53210 - Telephone Totals										Invoice Transactions 1
										<u>\$88.20</u>
Program 050000 - Main Totals										Invoice Transactions 1
										<u>\$88.20</u>
Department 05 - Common Council Totals										Invoice Transactions 1
										<u>\$88.20</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 1101 - General										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19LN -FMHT- YLMJ	06-Replacement mouse (Long), calculator (payroll)	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	59.48
6530 - Office Depot, INC	406756955001	06-Toner cartridige - J Long remote printer #2011143D	Paid by EFT # 64479		03/04/2025	03/04/2025	03/14/2025		03/14/2025	90.58
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$150.06
Account 53910 - Dues and Subscriptions										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	8372001382401	06-Amazon Business Prime membership fee 2025	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	779.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$779.00
Program 060000 - Main Totals								Invoice Transactions	3	\$929.06
Department 06 - Controller's Office Totals								Invoice Transactions	3	\$929.06
Department 07 - Engineering										
Program 070000 - Main										
Account 52110 - Office Supplies										
5103 - Staples Contract & Commercial, INC	6024125068	07-Bankers Storage Boxes and Packing Tape	Paid by EFT # 64511		03/04/2025	03/04/2025	03/14/2025		03/14/2025	67.77
Account 52110 - Office Supplies Totals								Invoice Transactions	1	\$67.77
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	14FK-HVLL- 19JD	07- Replacement Charging Cable for K Knoke	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	22.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1H34-M1Y1- DCGP	07-PuroAir HEPA Air Purifier and 4 replacement filters	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	304.90
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$327.89
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	934.56
Account 53210 - Telephone Totals								Invoice Transactions	1	\$934.56



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Fund 1101 - General										
Department 07 - Engineering										
Program 070000 - Main										
Account 53230 - Travel										
9243 - Kendall C Knoke	BIKEDAY-1.2025	07-Travel Reimb-Parking-Bike Day Convention-Indy-1/28/25	Paid by EFT # 64447		03/04/2025	03/04/2025	03/14/2025		03/14/2025	45.00
Account 53230 - Travel Totals										Invoice Transactions 1
										\$45.00
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	1114598	07 - Doxpop Subscription Service - 2/13/25	Edit		03/12/2025	03/12/2025	03/12/2025			36.45
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										\$36.45
Program 070000 - Main Totals										Invoice Transactions 6
										\$1,411.67
Department 07 - Engineering Totals										Invoice Transactions 6
										\$1,411.67
Department 09 - CFRD										
Program 090000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GTF-7G16-WLJM	09-Tabletop Sign Holders, Napkins, Plates-CFRD Programs & Events	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	110.47
798 - Winters Associates Promotional Products, INC	115551	09-CFRD Staff Logo Garments-Garments for 7 Staff Members	Paid by EFT # 64539		03/04/2025	03/04/2025	03/14/2025		03/14/2025	540.74
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										\$651.21
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	211.50
Account 53210 - Telephone Totals										Invoice Transactions 1
										\$211.50
Account 53640 - Hardware and Software Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11DC-6TK9-4XCD	09-Phone Case and Charger for Alex Krouse-After Hours Ambassado	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	58.90



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Fund 1101 - General										
Department 09 - CFRD										
Program 090000 - Main										
Account 53640 - Hardware and Software Maintenance										
53442 - Paragon Micro, INC	S5194638	09-Dell Laptop and Software for Alex Krouse-After Hours Ambassa	Paid by EFT # 64483		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,814.96
Account 53640 - Hardware and Software Maintenance Totals							Invoice Transactions	2		\$1,873.86
Account 53960 - Grants										
3164 - New Hope Family Shelter, INC	2025-002	09-Spring 2025 Event Sponsorship-Bronze Level	Paid by EFT # 64478		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,500.00
Account 53960 - Grants Totals							Invoice Transactions	1		\$1,500.00
Program 090000 - Main Totals							Invoice Transactions	6		\$4,236.57
Department 09 - CFRD Totals							Invoice Transactions	6		\$4,236.57
Department 10 - Legal										
Program 100000 - Main										
Account 52110 - Office Supplies										
3892 - Midwest Color Printing, INC	INV-22359LEGAL	10-250 business cards T. Brown	Paid by EFT # 64462		03/04/2025	03/04/2025	03/14/2025		03/14/2025	75.83
6530 - Office Depot, INC	401839505001	10-exhibit stickers	Paid by EFT # 64479		03/04/2025	03/04/2025	03/14/2025		03/14/2025	28.98
Account 52110 - Office Supplies Totals							Invoice Transactions	2		\$104.81
Account 52410 - Books										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KPT-JQNH-6JQV	10-insurance law book State of Indiana	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	20.95
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NTN-Y6RF-NMGL	10-insurance law book	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	60.00
719 - Matthew Bender & Company, INC (LexisNexis)	43121772	10-book Federal Taxation of municipal bonds	Paid by EFT # 64457		03/04/2025	03/04/2025	03/14/2025		03/14/2025	353.31
Account 52410 - Books Totals							Invoice Transactions	3		\$434.26
Account 53120 - Special Legal Services										
50587 - Barnes & Thornburg LLP	3377115	10-legal services-Sudberry Development Proj-Jan 2025	Paid by EFT # 64372		03/04/2025	03/04/2025	03/14/2025		03/14/2025	7,155.00
19660 - Bose McKinney & Evans, LLP	899500	10-Legal services for Annexation Remonstrances-Dec 2024	Paid by EFT # 64380		03/04/2025	03/04/2025	03/14/2025		03/14/2025	52,476.15



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Fund 1101 - General										
Department 10 - Legal										
Program 100000 - Main										
Account 53120 - Special Legal Services										
19660 - Bose McKinney & Evans, LLP	901975	10-legal services for Annexation Remonstrances	Paid by EFT # 64380		03/04/2025	03/04/2025	03/14/2025		03/14/2025	34,362.00
19660 - Bose McKinney & Evans, LLP	902639	10-Legal services-Civic Center-John Waldron Arts Ctr-1/13 & 1/30	Paid by EFT # 64380		03/04/2025	03/04/2025	03/14/2025		03/14/2025	909.50
Account 53120 - Special Legal Services Totals									Invoice Transactions 4	\$94,902.65
Account 53910 - Dues and Subscriptions										
7712 - Indiana Municipal Lawyers Assoc., INC (IMLA)	118516	10-7 attorneys-2025 Dues	Paid by Check # 79837		03/04/2025	03/04/2025	03/14/2025		03/14/2025	595.00
3560 - First Financial Bank / Credit Cards	INDY00455637	10-membership to Indy Bar for Pratt	Edit		03/12/2025	03/12/2025	03/12/2025			155.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 2	\$750.00
Account 53990 - Other Services and Charges										
205 - City Of Bloomington	WHML-032725	10-Women's History luncheon-table of 8-3/27/25	Paid by Check # 79829		03/04/2025	03/04/2025	03/14/2025		03/14/2025	425.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$425.00
Program 100000 - Main Totals									Invoice Transactions 12	\$96,616.72
Department 10 - Legal Totals									Invoice Transactions 12	\$96,616.72
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19RY-FV4W-MXHT	11-Pens for Mayor's Town Halls, Office Hours, Market	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	147.29
Account 52110 - Office Supplies Totals									Invoice Transactions 1	\$147.29
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872874302160225	06-cell phone chgs 01/12/25-02/11/25-Inv. 287287430216X02192025	Paid by Check # 79815		03/05/2025	03/05/2025	03/05/2025		03/05/2025	83.24
Account 53210 - Telephone Totals									Invoice Transactions 1	\$83.24
Account 53910 - Dues and Subscriptions										
175 - Monroe County Humane Association, INC	16227-43227	11- Tails on the Town Bronze Sponsorship	Paid by EFT # 64467		03/04/2025	03/04/2025	03/14/2025		03/14/2025	500.00
3560 - First Financial Bank / Credit Cards	SIB-2497641	11-Brevo Subscription 12.30.24-01.30.25	Edit		03/12/2025	03/12/2025	03/12/2025			181.00
3560 - First Financial Bank / Credit Cards	TRINV-27914265	11-Refund Annual Fee for Trello	Edit		03/12/2025	03/12/2025	03/12/2025			(719.94)



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Fund 1101 - General										
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	SIB-2635052	11-Brevo Subscription 01.30-02.28.25	Edit		03/12/2025	03/12/2025	03/12/2025			181.00
3560 - First Financial Bank / Credit Cards	17796219	11-Lucid Monthly Subscription 02.06-03.06.2025	Edit		03/12/2025	03/12/2025	03/12/2025			9.95
3560 - First Financial Bank / Credit Cards	17597014	11-Lucid Subscription 01.06.-02.06.2025	Edit		03/12/2025	03/12/2025	03/12/2025			9.95
3560 - First Financial Bank / Credit Cards	84730538	11-Grammarly Annual Subscription	Edit		03/12/2025	03/12/2025	03/12/2025			540.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 7		\$701.96
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	223	11-Coffee For Faith Leaders Gathering	Edit		03/12/2025	03/12/2025	03/12/2025			70.80
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$70.80
Program 110000 - Main Totals								Invoice Transactions 10		\$1,003.29
Department 11 - Mayor's Office Totals								Invoice Transactions 10		\$1,003.29
Department 12 - Human Resources										
Program 120000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	407912717001	12- Resume paper for new hire letters	Paid by EFT # 64479		03/04/2025	03/04/2025	03/14/2025	03/14/2025		19.09
6530 - Office Depot, INC	407912733001	12- Batteries (AA,AAA), calendar, pens, binder dividers, tape d	Paid by EFT # 64479		03/04/2025	03/04/2025	03/14/2025	03/14/2025		53.69
Account 52110 - Office Supplies Totals								Invoice Transactions 2		\$72.78
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		94.20
Account 53210 - Telephone Totals								Invoice Transactions 1		\$94.20
Account 53990 - Other Services and Charges										
9706 - Gabriel James Crane	0296634 Fall24	12-Educational Reimbursement	Paid by EFT # 64396		03/04/2025	03/04/2025	03/14/2025	03/14/2025		1,845.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$1,845.00
Program 120000 - Main Totals								Invoice Transactions 4		\$2,011.98
Department 12 - Human Resources Totals								Invoice Transactions 4		\$2,011.98



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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 1101 - General										
Department 13 - Planning										
Program 130000 - Main										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	624445	13- Gatorade & Chips for 10th Street Safety Pop Up Event	Edit		03/12/2025	03/12/2025	03/12/2025			70.76
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										<u>\$70.76</u>
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	8624784	13- 2025 National Planning Conference Registration Joe Patter	Edit		03/12/2025	03/12/2025	03/12/2025			898.00
Account 53160 - Instruction Totals										Invoice Transactions 1
										<u>\$898.00</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	369.90
Account 53210 - Telephone Totals										Invoice Transactions 1
										<u>\$369.90</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	71270441	13- Hotel Stay for Joe Patterson 2025 Planning Conference	Edit		03/12/2025	03/12/2025	03/12/2025			1,098.48
3560 - First Financial Bank / Credit Cards	4GJ5ID	13- Airfare for Joe Patterson 2025 Planning Conference	Edit		03/12/2025	03/12/2025	03/12/2025			569.96
Account 53230 - Travel Totals										Invoice Transactions 2
										<u>\$1,668.44</u>
Account 53630 - Machinery and Equipment Repairs										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	143V-PM4L-MDCF	13- Paper Shredder for Office Use	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	134.99
Account 53630 - Machinery and Equipment Repairs Totals										Invoice Transactions 1
										<u>\$134.99</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	670482	13- Remote Notary Application for Melissa Hirtzel	Edit		03/12/2025	03/12/2025	03/12/2025			99.36
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										<u>\$99.36</u>
Account 53960 - Grants										
2002 - Boys & Girls Club Of Bloomington, INC	LMGRANT-2024	13- 2024 Local-Motion Grant Program	Paid by EFT # 64382		03/04/2025	03/04/2025	03/14/2025		03/14/2025	2,873.00
64 - Monroe County Public Library	LMGRANT-2024	13-2024 Local-Motion Grant Program	Paid by EFT # 64468		03/04/2025	03/04/2025	03/14/2025		03/14/2025	2,200.00
1021 - My Sister's Closet Of Monroe County, INC	LMGRANT-2024	13- 2024 Local-Motion Grant Program	Paid by EFT # 64474		03/04/2025	03/04/2025	03/14/2025		03/14/2025	2,482.00
Account 53960 - Grants Totals										Invoice Transactions 3
										<u>\$7,555.00</u>



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Fund 1101 - General										
Department 13 - Planning										
Program 130000 - Main										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	022525	13- EV Fob for Charging Department Vehicle	Edit		03/12/2025	03/12/2025	03/12/2025			7.50
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$7.50
Program 130000 - Main Totals								Invoice Transactions	11	\$10,803.95
Program 132000 - MPO										
Account 53990 - Other Services and Charges										
3414 - Burgess & Niple, INC	1184826	13-BMCMPO 2050 Transportation Plan 01/25-01/31/25	Paid by EFT # 64385		03/04/2025	03/04/2025	03/14/2025		03/14/2025	3,000.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$3,000.00
Program 132000 - MPO Totals								Invoice Transactions	1	\$3,000.00
Department 13 - Planning Totals								Invoice Transactions	12	\$13,803.95
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52210 - Institutional Supplies										
651 - Engraving & Stamp Center, INC	48982	19 - signage and nameplates for City Hall	Paid by EFT # 64408		03/04/2025	03/04/2025	03/14/2025		03/14/2025	69.10
Account 52210 - Institutional Supplies Totals								Invoice Transactions	1	\$69.10
Account 52310 - Building Materials and Supplies										
395 - Kirby Risk Corp	S210717933.00	19 - Needle nose wire stripper for Facilities	Paid by EFT # 64445		03/04/2025	03/04/2025	03/14/2025		03/14/2025	36.62
8658 - Kleindorfer's Hardware LLC	799911	19 - spray nozzle, LED bulbs, nut driver set, cable, nuts, key	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	129.74
480 - Proveli, LLC (Hall Signs, INC)	122203	19 - EV charger parking signs for City Hall lot	Paid by EFT # 64491		03/04/2025	03/04/2025	03/14/2025		03/14/2025	80.58
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	3	\$246.94
Account 52430 - Uniforms and Tools										
19171 - Vestis Group, INC (FKA Aramark)	4080169303	19 - Uniform pants for R Flake - 2/13/2025	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	14.20
19171 - Vestis Group, INC (FKA Aramark)	4080170303	19 - Uniform pants for R Flake - 2/20/2025	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	14.20
Account 52430 - Uniforms and Tools Totals								Invoice Transactions	2	\$28.40
Account 53170 - Mgt. Fee, Consultants, and Workshops										
95 - Smith Design Group, INC	4245295	19-City Hall parking lot design-75% complete	Paid by EFT # 64506		03/04/2025	03/04/2025	03/14/2025		03/14/2025	2,850.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals								Invoice Transactions	1	\$2,850.00



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Fund 1101 - General										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487800 225	06-cell phone chgs 01/12/25-02/11/25- Inv. 287289748780X021920 25	Paid by Check # 79816		03/05/2025	03/05/2025	03/05/2025		03/05/2025	167.16
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	39.24
Account 53210 - Telephone Totals									Invoice Transactions 2	\$206.40
Account 53610 - Building Repairs										
5976 - EV Connect, INC	INV9476	19-service call for City Hall EV chargers- 11/27/24	Paid by EFT # 64409		03/04/2025	03/04/2025	03/14/2025		03/14/2025	825.00
392 - Koorsen Fire & Security, INC	IN00880677	19-SA City Hall Q1 2025 Sprinkler System Inspection	Paid by EFT # 64450		03/04/2025	03/04/2025	03/14/2025		03/14/2025	187.20
7402 - Nature's Way, INC	67181	19-SA City Hal-monthly plant care-1/1/25	Paid by EFT # 64475		03/04/2025	03/04/2025	03/14/2025		03/14/2025	371.10
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	221273	19-SA snow plowing City Hall Jan 6 & 10 2025	Paid by EFT # 64526		03/04/2025	03/04/2025	03/14/2025		03/14/2025	300.00
3560 - First Financial Bank / Credit Cards	IN.gov2/11/25	19 - permits for City Hall remodel HR, Legal, lactation	Edit		03/12/2025	03/12/2025	03/12/2025			1,149.45
Account 53610 - Building Repairs Totals									Invoice Transactions 5	\$2,832.75
Program 190000 - Main Totals									Invoice Transactions 14	\$6,233.59
Department 19 - Facilities Maintenance Totals									Invoice Transactions 14	\$6,233.59
Department 20 - Street										
Program 20CRED - STREET CRED										
Account 54510 - Other Capital Outlays										
9577 - Kimley-Horn and Associates, INC	268889000- 0125	07-Grimes at Walnut Signal-January 2025	Paid by EFT # 64444		03/04/2025	03/04/2025	03/14/2025		03/14/2025	4,671.41
5149 - E&B Paving, INC	E&B3RDFRPAT- APP3	20-CCMG 2024-1 W 3rd Street Maint 12/04- 01/30/25 App 3	Paid by EFT # 64403		03/04/2025	03/04/2025	03/14/2025		03/14/2025	58,164.29
Account 54510 - Other Capital Outlays Totals									Invoice Transactions 2	\$62,835.70
Program 20CRED - STREET CRED Totals									Invoice Transactions 2	\$62,835.70
Department 20 - Street Totals									Invoice Transactions 2	\$62,835.70



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Fund 1101 - General										
Department 26 - Parking										
Program 26CRED - PARKING CRED										
Account 54510 - Other Capital Outlays										
6378 - ANN-KRISS, LLC	721-22725-1	26-tile cleaning/apply finish/wax-4th St Garage skywalk	Paid by EFT # 64367		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,484.00
393 - Kone INC	915251128	26-Morton St-elevator replacement-partial billing-thru 10/31/24	Paid by EFT # 64449		03/04/2025	03/04/2025	03/14/2025		03/14/2025	84,075.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	2		\$85,559.00
Program 26CRED - PARKING CRED Totals							Invoice Transactions	2		\$85,559.00
Department 26 - Parking Totals							Invoice Transactions	2		\$85,559.00
Department 28 - ITS										
Program 280000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	411959836001	28- Cases of Copy Paper (10 Cases)	Paid by EFT # 64479		03/04/2025	03/04/2025	03/14/2025		03/14/2025	384.00
Account 52110 - Office Supplies Totals							Invoice Transactions	1		\$384.00
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17C4-V69J-CN1H	28-64 GB flash drive for ITS office	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	35.85
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1Y9N-H733-YF97	28-Credit for unshipped item (ITS Trash Can)- #1G1D-TV9P-WD6J	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	(28.44)
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1G1D-TV9P-WD6J	28-Trash can for office	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	28.44
Account 52420 - Other Supplies Totals							Invoice Transactions	3		\$35.85
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	INV-6601	28-Pilot Institute - Charlie Moore Drone Training	Edit		03/12/2025	03/12/2025	03/12/2025			159.00
Account 53160 - Instruction Totals							Invoice Transactions	1		\$159.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487800225	06-cell phone chgs 01/12/25-02/11/25-Inv. 287289748780X02192025	Paid by Check # 79816		03/05/2025	03/05/2025	03/05/2025		03/05/2025	652.41
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	78.48



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Fund 1101 - General										
Department 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812339226102-25	28-phone charges 01/20/25-02/19/25-#812 339-2261 261 1	Paid by Check # 79814		03/05/2025	03/05/2025	03/05/2025		03/05/2025	5,997.00
Account 53210 - Telephone Totals										Invoice Transactions 3
										\$6,727.89
Account 53640 - Hardware and Software Maintenance										
8750 - Service Express, INC	451185	28-City Hall & BPD Server Maintenance 04/01/25-06/30/25	Paid by EFT # 64503		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,077.00
5444 - Tyler Technologies, INC	045-503801	28-Citizen Transparency Portal (City 1/2) 04/01/25-03/31/26	Paid by EFT # 64528		03/04/2025	03/04/2025	03/14/2025		03/14/2025	9,577.62
5444 - Tyler Technologies, INC	045-504533	28-Notify for ERP & EPL Annual Fees 2025	Paid by EFT # 64528		03/04/2025	03/04/2025	03/14/2025		03/14/2025	390.00
Account 53640 - Hardware and Software Maintenance Totals										Invoice Transactions 3
										\$11,044.62
Account 53910 - Dues and Subscriptions										
6870 - Carahsoft Technology Corporation	43195272INV	28-LinkedIn Annual Subscription Renewal 2025	Paid by EFT # 64388		03/04/2025	03/04/2025	03/14/2025		03/14/2025	3,806.00
7344 - Periodic INC	1431	28-Online Booking Subscriptions January 2025	Paid by EFT # 64485		03/04/2025	03/04/2025	03/14/2025		03/14/2025	151.50
7344 - Periodic INC	1432	28-Online Booking Subscriptions February 2025	Paid by EFT # 64485		03/04/2025	03/04/2025	03/14/2025		03/14/2025	152.00
3560 - First Financial Bank / Credit Cards	8755F40-0009	28-Airtable- Team Annual Subscription 02/23/25-2/23/26	Edit		03/12/2025	03/12/2025	03/12/2025			3,847.26
3560 - First Financial Bank / Credit Cards	2029871645	28-Amazon web services 01/01/25-01/31/25	Edit		03/12/2025	03/12/2025	03/12/2025			.21
3560 - First Financial Bank / Credit Cards	jq625r0p	28-BlueSky - Zoom Timer Subscription 02/04/25	Edit		03/12/2025	03/12/2025	03/12/2025			89.95
3560 - First Financial Bank / Credit Cards	04439-52530509	28-Canva Subscription 02/26/25	Edit		03/12/2025	03/12/2025	03/12/2025			14.60
3560 - First Financial Bank / Credit Cards	P18DSHB3	28-Google Cloud Subscription 01/01/25-01/31/25	Edit		03/12/2025	03/12/2025	03/12/2025			166.96
3560 - First Financial Bank / Credit Cards	020325	28-HT Newspaper Subscription 2/3/2025	Edit		03/12/2025	03/12/2025	03/12/2025			1.00



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Fund 1101 - General										
Department 28 - ITS										
Program 280000 - Main										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	INV293769425	28-Zoom - Annual and Monthly Subscription Fees 02/20/25-03/19/25	Edit		03/12/2025	03/12/2025	03/12/2025			430.00
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 10	\$8,659.48
								Program 280000 - Main Totals	Invoice Transactions 21	\$27,010.84
								Department 28 - ITS Totals	Invoice Transactions 21	\$27,010.84
								Fund 1101 - General Totals	Invoice Transactions 167	\$375,073.67
Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM237848	20-earplugs, gloves for crews	Paid by EFT # 64411		03/04/2025	03/04/2025	03/14/2025		03/14/2025	106.41
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	\$106.41
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DTY-Q6WN-4RNX	20-Window treatment for office/lactation station	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	34.53
409 - Black Lumber Co. INC	595808	20-Hand torch to thaw frozen utility door hot box	Paid by EFT # 64375		03/04/2025	03/04/2025	03/14/2025		03/14/2025	21.98
409 - Black Lumber Co. INC	595921	20-50' 12/3 orange extension cord for unit #438	Paid by EFT # 64375		03/04/2025	03/04/2025	03/14/2025		03/14/2025	46.99
409 - Black Lumber Co. INC	596186	20-Industrial water nozzle for sidewalk crews	Paid by EFT # 64375		03/04/2025	03/04/2025	03/14/2025		03/14/2025	15.99
409 - Black Lumber Co. INC	596396	20-Quikrete concrete gravel for street crew-2/26/25	Paid by EFT # 64375		03/04/2025	03/04/2025	03/14/2025		03/14/2025	7.99
409 - Black Lumber Co. INC	596405	20-Quikrete concrete gravel for street crew-2/26/25	Paid by EFT # 64375		03/04/2025	03/04/2025	03/14/2025		03/14/2025	7.99
4186 - Carrier & Gable, INC	IN44079	20-EMS Kit for crosswalk @ 4th & Rogers	Paid by EFT # 64390		03/04/2025	03/04/2025	03/14/2025		03/14/2025	701.00
8658 - Kleindorfer's Hardware LLC	782355	20-(2) 8' propane hose & (2) Map Gas for paving crew	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	73.96



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Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	782364	20-Propane tank torch attachment	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	2.69
8658 - Kleindorfer's Hardware LLC	782607	20-CLR closing, paint cup liner	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	14.18
8658 - Kleindorfer's Hardware LLC	799687	20-Supplies for snow plows-hitch pins	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	77.94
7516 - Quality Supply & Tool Co INC	321703-00	20-Wrench Sets for paving crew	Paid by EFT # 64492		03/04/2025	03/04/2025	03/14/2025		03/14/2025	228.81
3560 - First Financial Bank / Credit Cards	Emergency ED2/23	08-FFB: In Emergency Service : Rapid Intervention Team RIT	Edit		03/12/2025	03/12/2025	03/12/2025			.00
3560 - First Financial Bank / Credit Cards	631682	20-Mailbox for snow control repairs at 3317 Browning Place	Edit		03/12/2025	03/12/2025	03/12/2025			48.43
3560 - First Financial Bank / Credit Cards	9330	20-Refrigerator for lactation station & lens wipes	Edit		03/12/2025	03/12/2025	03/12/2025			131.86
3560 - First Financial Bank / Credit Cards	4561	20-Refrigerator for lactation station	Edit		03/12/2025	03/12/2025	03/12/2025			141.09
3560 - First Financial Bank / Credit Cards	6437-CREDIT	20-Credit Refrigerator for lactation station	Edit		03/12/2025	03/12/2025	03/12/2025			(141.09)
Account 52420 - Other Supplies Totals									Invoice Transactions 17	<u>\$1,414.34</u>
Account 53130 - Medical										
231 - IU Health OCC Health Services	00166193-00	20-DOT 5 Panel Screen for C. Lessig-2/3/25	Paid by EFT # 64435		03/04/2025	03/04/2025	03/14/2025		03/14/2025	55.00
231 - IU Health OCC Health Services	00166194-00	20-DOT 5 Panel Screen for N. Moser-2/5/25	Paid by EFT # 64435		03/04/2025	03/04/2025	03/14/2025		03/14/2025	55.00
Account 53130 - Medical Totals									Invoice Transactions 2	<u>\$110.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487800 225	06-cell phone chgs 01/12/25-02/11/25-Inv. 287289748780X021920 25	Paid by Check # 79816		03/05/2025	03/05/2025	03/05/2025		03/05/2025	240.19
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	29.24



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Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
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	364.14
Account 53210 - Telephone Totals										Invoice Transactions 3
										\$633.57
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080169077	20-uniform rental (minus payroll ded)- 2/12/25	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	9.01
19171 - Vestis Group, INC (FKA Aramark)	4080169078	20-mat/towel services- 2/12/25	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	42.50
19171 - Vestis Group, INC (FKA Aramark)	4080170162	20-uniform rental (minus payroll ded)- 2/19/25	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	9.01
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 3
										\$60.52
Account 53950 - Landfill										
60 - Formerly MCSWMD Waste Reduction District of Monroe County	07-2025	20-Disposal Fees- pavement marking paint-3 5 gal containers	Paid by EFT # 64534		03/04/2025	03/04/2025	03/14/2025		03/14/2025	107.31
60 - Formerly MCSWMD Waste Reduction District of Monroe County	11-2025	20-Disposal Fees- pavement marking paint-3 5 gal containers	Paid by EFT # 64534		03/04/2025	03/04/2025	03/14/2025		03/14/2025	107.31
Account 53950 - Landfill Totals										Invoice Transactions 2
										\$214.62
Account 53990 - Other Services and Charges										
290 - James H Drew, Corporation	35190	20-Guardrail repairs at various locations-Job #423177-1/31/25	Paid by EFT # 64440		03/04/2025	03/04/2025	03/14/2025		03/14/2025	4,500.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$4,500.00
Program 200000 - Main Totals										Invoice Transactions 29
										\$7,039.46
Department 20 - Street Totals										Invoice Transactions 29
										\$7,039.46
Fund 2201 - Motor Vehicle Highway Totals										Invoice Transactions 29
										\$7,039.46



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Fund 2202 - Local Road and Street										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	02-SL03.06.25-08	02-Street Light (Misc Lights)-01/17/25-02/20/25	Paid by Check # 79825		03/05/2025	03/05/2025	03/05/2025		03/05/2025	85.97
Account 53520 - Street Lights / Traffic Signals Totals								Invoice Transactions	1	\$85.97
Account 53990 - Other Services and Charges										
4474 - Ken's Westside Service & Towing, LLC	25-0216-100989	20-Winching Snow Truck from Snow Control 2/16/2025	Paid by EFT # 64443		03/04/2025	03/04/2025	03/14/2025		03/14/2025	450.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$450.00
Account 54310 - Improvements Other Than Building										
467 - Groomer Construction, INC	202132	20-Downtown Alley Renovation (E 6th, E 4th)-12/30/24	Paid by EFT # 64417		03/04/2025	03/04/2025	03/14/2025		03/14/2025	250,076.58
Account 54310 - Improvements Other Than Building Totals								Invoice Transactions	1	\$250,076.58
Program 200000 - Main Totals								Invoice Transactions	3	\$250,612.55
Department 20 - Street Totals								Invoice Transactions	3	\$250,612.55
Fund 2202 - Local Road and Street Totals								Invoice Transactions	3	\$250,612.55
Fund 2207 - Parking Meter										
Department 26 - Parking										
Program 260000 - Main										
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1K9M-DLH4-Y6P1	26-3 hitches for special event equipment moving	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	73.80
4264 - IPS Group, INC	INV107259	26-new battery packs for parking meters (75)	Paid by EFT # 64433		03/04/2025	03/04/2025	03/14/2025		03/14/2025	3,675.00
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	2	\$3,748.80
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	14DQ-6TN3-TPJ3	26-swiffer and refills for parking office	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	66.76
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17J6-TCNX-MKVD	26-IPhone Otterbox	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	29.36
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1K9M-DLH4-LRKL	26-screen savers for new parking phones	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	42.20
8658 - Kleindorfer's Hardware LLC	799221	26-Caution tape to block off dangerous areas	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	10.59
8658 - Kleindorfer's Hardware LLC	782760	26-Broom to clean off message boards	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	35.99



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Fund 2207 - Parking Meter										
Department 26 - Parking										
Program 260000 - Main										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	782712	26-Bolt cutters to remove locks from reserved meter bags	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	68.99
Account 52420 - Other Supplies Totals										Invoice Transactions 6
										<u>\$253.89</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487800225	06-cell phone chgs 01/12/25-02/11/25-Inv. 287289748780X02192025	Paid by Check # 79816		03/05/2025	03/05/2025	03/05/2025		03/05/2025	763.28
Account 53210 - Telephone Totals										Invoice Transactions 1
										<u>\$763.28</u>
Account 53230 - Travel										
7035 - Michelle L Wahl	012825-RENTER101	26-IU parking fee-Campu-Renter 101 Class presentation-1/28/25	Paid by EFT # 64533		03/04/2025	03/04/2025	03/14/2025		03/14/2025	11.00
Account 53230 - Travel Totals										Invoice Transactions 1
										<u>\$11.00</u>
Account 53640 - Hardware and Software Maintenance										
54432 - T2 Systems, INC	F017551	26-T2 hardware & software agreement-3/17/25-3/16/26	Paid by EFT # 64516		03/04/2025	03/04/2025	03/14/2025		03/14/2025	60,577.74
Account 53640 - Hardware and Software Maintenance Totals										Invoice Transactions 1
										<u>\$60,577.74</u>
Account 53990 - Other Services and Charges										
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-61445	26-ADA wraps for parking meter poles (100)	Paid by EFT # 64496		03/04/2025	03/04/2025	03/14/2025		03/14/2025	967.19
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-61476	26-ADA signs for the new ADA spaces (7)	Paid by EFT # 64496		03/04/2025	03/04/2025	03/14/2025		03/14/2025	179.70
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-61417	26-new signs and post for the Downtown upgrade	Paid by EFT # 64496		03/04/2025	03/04/2025	03/14/2025		03/14/2025	2,037.24
Account 53990 - Other Services and Charges Totals										Invoice Transactions 3
										<u>\$3,184.13</u>
Program 260000 - Main Totals										Invoice Transactions 14
										<u>\$68,538.84</u>
Department 26 - Parking Totals										Invoice Transactions 14
										<u>\$68,538.84</u>
Fund 2207 - Parking Meter Totals										Invoice Transactions 14
										<u>\$68,538.84</u>



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Fund 2209 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
4505 - Bicycle Garage, INC	021825150617241	04-E-Bike FX +2 US M Satin Trek black for D. Western	Paid by Check # 79828		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,599.93
4505 - Bicycle Garage, INC	021225153301673	04-E-Bike FX+ 2 US S Viper Red for T. Felcon	Paid by Check # 79828		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,058.17
4505 - Bicycle Garage, INC	021025123110798	04-E Bikke Townie Go 7D Step Over, helmet, lock for A. Rivera	Paid by Check # 79828		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,491.96
4505 - Bicycle Garage, INC	021925131703937	04-E-Bike dual sport +2 Stagger US M Hex blue for D. Holt	Paid by Check # 79828		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,499.93
4505 - Bicycle Garage, INC	021225131854298	04-E-Bike FX+2 Stagger US L Satin Trek black, helmet for G. Hen	Paid by Check # 79828		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,899.97
4505 - Bicycle Garage, INC	021425151325416	04-E-Bike FX+2 US L satin trek black for R. Riley	Paid by Check # 79828		03/04/2025	03/04/2025	03/14/2025		03/14/2025	100.00
6714 - Dimension Mill, INC	TTABC-021925	04-2025 Annual Funding for the Mill	Paid by EFT # 64401		03/04/2025	03/04/2025	03/14/2025		03/14/2025	175,000.00
9063 - Donovan Energy	2585	04-Municipal Energy Efficiency & DecarbonizationProj-Exp-1/31/25	Paid by EFT # 64402		03/04/2025	03/04/2025	03/14/2025		03/14/2025	5,595.20
2902 - WFHB Bloomington Community Radio, INC	401	04-2025 Youth Radio Operations Grant	Paid by EFT # 64536		03/04/2025	03/04/2025	03/14/2025		03/14/2025	10,000.00
Account 53960 - Grants Totals							Invoice Transactions	9		\$198,245.16
Program 040000 - Main Totals							Invoice Transactions	9		\$198,245.16
Department 04 - Economic & Sustainable Dev Totals							Invoice Transactions	9		\$198,245.16
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
9703 - Workforce Research Group LLC	3744	12- Employee Surveys (384)	Paid by EFT # 64541		03/04/2025	03/04/2025	03/14/2025		03/14/2025	956.16
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$956.16
Program 120000 - Main Totals							Invoice Transactions	1		\$956.16
Department 12 - Human Resources Totals							Invoice Transactions	1		\$956.16
Fund 2209 - LIT – Economic Development Totals							Invoice Transactions	10		\$199,201.32



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Fund 2248 - LOIT Special Distribution										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Supplies										
53442 - Paragon Micro, INC	S5191213	20-2 Dell Latitude 5550 -intel Core Ultra for Cityworks	Paid by EFT # 64483		03/04/2025	03/04/2025	03/14/2025		03/14/2025	2,759.98
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$2,759.98
Program 200000 - Main Totals							Invoice Transactions	1		\$2,759.98
Department 20 - Street Totals							Invoice Transactions	1		\$2,759.98
Fund 2248 - LOIT Special Distribution Totals							Invoice Transactions	1		\$2,759.98
Fund 2300 - Donations (restricted; not used for capital items)										
Department 06 - Controller's Office										
Program 400102 - Animal Supplies										
Account 52210 - Institutional Supplies										
4633 - Midwest Veterinary Supply, INC	24469617-000	01-Diroban-Heartworm Medication	Paid by EFT # 64463		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,133.75
Account 52210 - Institutional Supplies Totals							Invoice Transactions	1		\$1,133.75
Program 400102 - Animal Supplies Totals							Invoice Transactions	1		\$1,133.75
Department 06 - Controller's Office Totals							Invoice Transactions	1		\$1,133.75
Fund 2300 - Donations (restricted; not used for capital items) Totals							Invoice Transactions	1		\$1,133.75
Fund 2506 - Community Services										
Department 09 - CFRD										
Program 090002 - Com Serv - MLK Comm										
Account 53990 - Other Services and Charges										
9708 - Swank Motion Pictures, INC	2409173	09-TILL-Widescreen BluRay MLK Jr. Day Events 2025	Paid by EFT # 64514		03/04/2025	03/04/2025	03/14/2025		03/14/2025	335.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$335.00
Program 090002 - Com Serv - MLK Comm Totals							Invoice Transactions	1		\$335.00
Program 090016 - Com Serv - Safe & Civil										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QRQ-QXQ4-CFQV	09-Ribbons for BHM Poster Board Contest WInners 2025	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	18.99
4549 - Kroger Limited Partnership I	102781	09- Ice for Black History Poster Board Contest	Paid by Check # 79840		03/04/2025	03/04/2025	03/14/2025		03/14/2025	11.98
4549 - Kroger Limited Partnership I	102735	09-Tea, Cookies, Ice for Black History Poster Board Contest	Paid by Check # 79840		03/04/2025	03/04/2025	03/14/2025		03/14/2025	119.40



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Fund 2506 - Community Services										
Department 09 - CFRD										
Program 090016 - Com Serv - Safe & Civil										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	2-1-25	09-Black and White Plastic Tablecloths-Black History Month 2025	Edit		03/12/2025	03/12/2025	03/12/2025			31.25
3560 - First Financial Bank / Credit Cards	1-31-25	09-Black and White Plastic Tablecloths-Black History Month 2025	Edit		03/12/2025	03/12/2025	03/12/2025			75.00
Account 52420 - Other Supplies Totals							Invoice Transactions	5		<hr/> \$256.62
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	1DEEBBC5-0050	09-Safe & Civil City Jotform-February 2025-Acct 1 mosss	Edit		03/12/2025	03/12/2025	03/12/2025			19.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		<hr/> \$19.00
Program 090016 - Com Serv - Safe & Civil Totals							Invoice Transactions	6		<hr/> \$275.62
Department 09 - CFRD Totals							Invoice Transactions	7		<hr/> \$610.62
Fund 2506 - Community Services Totals							Invoice Transactions	7		<hr/> \$610.62
Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53750 - Rentals - Other										
203 - INDIANA UNIVERSITY	95479549	25 - IU Data Center Special Circuits-02/01/25-02/28/25	Paid by Check # 79838		03/04/2025	03/04/2025	03/14/2025		03/14/2025	85.00
Account 53750 - Rentals - Other Totals							Invoice Transactions	1		<hr/> \$85.00
Account 54450 - Equipment										
53442 - Paragon Micro, INC	S5197099	28-APC Metered Rack	Paid by EFT # 64483		03/04/2025	03/04/2025	03/14/2025		03/14/2025	609.99
Account 54450 - Equipment Totals							Invoice Transactions	1		<hr/> \$609.99
Program 254000 - Infrastructure Totals							Invoice Transactions	2		<hr/> \$694.99
Program 256000 - Services										
Account 53150 - Communications Contract										
12283 - Smithville Communications	401NMRTN-030125	25-Smithville-Internet March 2025-includes BFD	Paid by Check # 79826		03/05/2025	03/05/2025	03/05/2025		03/05/2025	4,629.27
Account 53150 - Communications Contract Totals							Invoice Transactions	1		<hr/> \$4,629.27
Account 54450 - Equipment										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DP9-KRPN-H3GQ	28-CAPR ITS 10 Keyboards 5 Power	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	560.05



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Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 54450 - Equipment										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	116G-9F9Q-7431	28-CAPR Clerk TV/Mount	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	447.98
53442 - Paragon Micro, INC	S5197102	28- CAPR ITS 10 UPS	Paid by EFT # 64483		03/04/2025	03/04/2025	03/14/2025		03/14/2025	749.90
Account 54450 - Equipment Totals							Invoice Transactions	3		<u>\$1,757.93</u>
Program 256000 - Services Totals							Invoice Transactions	4		<u>\$6,387.20</u>
Department 25 - Telecommunications Totals							Invoice Transactions	6		<u>\$7,082.19</u>
Fund 2512 - Non-Reverting Telecom (S1146) Totals							Invoice Transactions	6		<u>\$7,082.19</u>
Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 43160 - Lot/Garage Leases - Annual										
Ryan Lichtenstein	LICHTENSTEIN-25	26-Paid twice on Square-garage rent	Paid by Check # 79856		03/04/2025	03/04/2025	03/14/2025		03/14/2025	684.00
Account 43160 - Lot/Garage Leases - Annual Totals							Invoice Transactions	1		<u>\$684.00</u>
Account 52210 - Institutional Supplies										
8658 - Kleindorfer's Hardware LLC	799449	26-(4) padlocks for all garages	Paid by EFT # 64446		03/04/2025	03/04/2025	03/14/2025		03/14/2025	57.96
Account 52210 - Institutional Supplies Totals							Invoice Transactions	1		<u>\$57.96</u>
Account 52310 - Building Materials and Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	191841	26- premixed fuel for leaf blowers and air compressor	Paid by Check # 79839		03/04/2025	03/04/2025	03/14/2025		03/14/2025	154.89
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions	1		<u>\$154.89</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops										
6197 - CE Solutions, INC	24-120-01	26-IT room water damage engineering assessment-1/31/25	Paid by EFT # 64391		03/04/2025	03/04/2025	03/14/2025		03/14/2025	5,112.90
6197 - CE Solutions, INC	24-123-03	26-Walnut St repairs engineering assessment-7/8/24	Paid by EFT # 64391		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,000.00
6197 - CE Solutions, INC	24-123-04	26-Walnut St repairs engineering assessment-9/30/24	Paid by EFT # 64391		03/04/2025	03/04/2025	03/14/2025		03/14/2025	4,825.00
6197 - CE Solutions, INC	24-123-06	26-Walnut St repairs engineering assessment-11/30/24	Paid by EFT # 64391		03/04/2025	03/04/2025	03/14/2025		03/14/2025	965.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals							Invoice Transactions	4		<u>\$11,902.90</u>



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Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487800 225	06-cell phone chgs 01/12/25-02/11/25- Inv. 287289748780X021920 25	Paid by Check # 79816		03/05/2025	03/05/2025	03/05/2025		03/05/2025	252.72
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	58.48
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	123.30
Account 53210 - Telephone Totals									Invoice Transactions 3	\$434.50
Account 53510 - Electrical Services										
223 - Duke Energy	9101205764480 125	26-4th St Garage-elec chgs 12/27/24- 01/28/25	Paid by Check # 79821		03/05/2025	03/05/2025	03/05/2025		03/05/2025	3,122.74
223 - Duke Energy	9101231257100 125	26-Morton St Garage- Elec Car- 212 N Morton St 12/27/24-01/28/25	Paid by Check # 79821		03/05/2025	03/05/2025	03/05/2025		03/05/2025	80.91
Account 53510 - Electrical Services Totals									Invoice Transactions 2	\$3,203.65
Account 53650 - Other Repairs										
1537 - Indiana Door & Hardware Specialties, INC	6883AA	26-double entry doors at 4th St not operating need adjusted	Paid by Check # 79836		03/04/2025	03/04/2025	03/14/2025		03/14/2025	100.00
Account 53650 - Other Repairs Totals									Invoice Transactions 1	\$100.00
Account 53840 - Lease Payments										
512 - 7th & Walnut , LLC	RENT-APRIL 2025	26-Walnut St Garage- garage rent April 2025	Paid by EFT # 64355		03/04/2025	03/04/2025	03/14/2025		03/14/2025	17,824.79
3887 - Mercury Development Group, LLC	336	26-Morton St Garage- garage rent April 2025	Paid by EFT # 64461		03/04/2025	03/04/2025	03/14/2025		03/14/2025	41,706.45
Account 53840 - Lease Payments Totals									Invoice Transactions 2	\$59,531.24
Program 260000 - Main Totals									Invoice Transactions 15	\$76,069.14
Department 26 - Parking Totals									Invoice Transactions 15	\$76,069.14
Fund 2520 - Parking Facilities(S9502) Totals									Invoice Transactions 15	\$76,069.14



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Fund 2521 - Alternative Transport(S6301)										
Department 26 - Parking										
Program 260000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17J6-TCNX-MKVD	26-IPhone Otterbox	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	7.34
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1K9M-DLH4-LRKL	26-screen savers for new parking phones	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	10.54
Account 52420 - Other Supplies Totals							Invoice Transactions 2			<u>\$17.88</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487800 225	06-cell phone chgs 01/12/25-02/11/25- Inv. 287289748780X021920 25	Paid by Check # 79816		03/05/2025	03/05/2025	03/05/2025		03/05/2025	222.06
Account 53210 - Telephone Totals							Invoice Transactions 1			<u>\$222.06</u>
Program 260000 - Main Totals							Invoice Transactions 3			<u>\$239.94</u>
Department 26 - Parking Totals							Invoice Transactions 3			<u>\$239.94</u>
Fund 2521 - Alternative Transport(S6301) Totals							Invoice Transactions 3			<u>\$239.94</u>
Fund 4401 - Cumulative Capital Improvement - Cigarette Tax										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
334 - Irving Materials, INC	11522624	20-Class A Stone-6 CY- 1900 S. Ramsey Dr- 2/4/25	Paid by EFT # 64434		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,013.00
365 - Rogers Group, INC	0071206196	20-Stone for Sidewalk Projects 02/05/25 & 02/06/25	Paid by EFT # 64497		03/04/2025	03/04/2025	03/14/2025		03/14/2025	730.51
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 2			<u>\$1,743.51</u>
Program 020000 - Main Totals							Invoice Transactions 2			<u>\$1,743.51</u>
Department 02 - Public Works Totals							Invoice Transactions 2			<u>\$1,743.51</u>
Fund 4401 - Cumulative Capital Improvement - Cigarette Tax Totals							Invoice Transactions 2			<u>\$1,743.51</u>
Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
50944 - Cargill Deicing Techno	2910678004	20-De-icing Salt (Clear Lane)-46.31 tons- 02/19/25	Paid by EFT # 64389		03/04/2025	03/04/2025	03/14/2025		03/14/2025	4,434.65



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Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
351 - Young Trucking, INC	130873	20-Topsoil for Sidewalk Projects 02/04/25	Paid by Check # 79852		03/04/2025	03/04/2025	03/14/2025		03/14/2025	400.00
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	2		\$4,834.65
Program 020000 - Main Totals							Invoice Transactions	2		\$4,834.65
Department 02 - Public Works Totals							Invoice Transactions	2		\$4,834.65
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
9577 - Kimley-Horn and Associates, INC	170594000-0125	07-Kirkwood (Pine to Rogers) Improvements- January 2025	Paid by EFT # 64444		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,312.27
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	1		\$1,312.27
Program 070000 - Main Totals							Invoice Transactions	1		\$1,312.27
Department 07 - Engineering Totals							Invoice Transactions	1		\$1,312.27
Fund 4402 - Cumulative Capital Development Totals							Invoice Transactions	3		\$6,146.92
Fund 4653 - City 2016 GO Bond Proceeds										
Department 06 - Controller's Office										
Program 06016C - 2016 C Jackson Trail										
Account 54310 - Improvements Other Than Building										
399 - American Structurepoint, INC	186972	07 - Jackson Creek Trail Phase II (CE) 06/01/24-01/31/25	Paid by EFT # 64363		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,298.70
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	1		\$1,298.70
Program 06016C - 2016 C Jackson Trail Totals							Invoice Transactions	1		\$1,298.70
Department 06 - Controller's Office Totals							Invoice Transactions	1		\$1,298.70
Fund 4653 - City 2016 GO Bond Proceeds Totals							Invoice Transactions	1		\$1,298.70
Fund 4667 - Econ Dev LIT Bonds of 2022										
Department 06 - Controller's Office										
Program 08FIR1 - Fire Station 1										
Account 54510 - Other Capital Outlays										
595 - Weddle Bros Construction Co., INC	107442	06-Public Safety Improvements, App 19	Paid by EFT # 64535		03/04/2025	03/04/2025	03/14/2025		03/14/2025	56,700.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$56,700.00
Program 08FIR1 - Fire Station 1 Totals							Invoice Transactions	1		\$56,700.00



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Fund 4667 - Econ Dev LIT Bonds of 2022										
Department 06 - Controller's Office										
Program 08FIR3 - Fire Station 3										
Account 54510 - Other Capital Outlays										
3885 - Building Associates, INC	BLDAS-FIREST3-3	08-FS#3 Project #F23116- thru 02/17/25-App 3-#15064	Paid by EFT # 64384		03/04/2025	03/04/2025	03/14/2025		03/14/2025	163,110.25
298 - Commercial Service Of Bloomington, INC	CSBFIREST3-App 2	08-FS#3 Renovations-#24-1093-App #2	Paid by EFT # 64393		03/04/2025	03/04/2025	03/14/2025		03/14/2025	57,000.00
18844 - First Financial Bank, N.A.	BLDAS-FIREST3-3	08-Building Assoc-Escrow-FS #3-Proj #F23116-thru 02/17/25-App 3	Paid by Check # 79831		03/04/2025	03/04/2025	03/14/2025		03/14/2025	8,584.75
18844 - First Financial Bank, N.A.	CSBFIREST3-App 2	08-Commercial Services-FS#3 Renovations-#24-1093-App #2	Paid by Check # 79832		03/04/2025	03/04/2025	03/14/2025		03/14/2025	3,000.00
18844 - First Financial Bank, N.A.	WDELECF3-App 2	08-Woods Elec.-FS#3 Renovations-App 2	Paid by Check # 79833		03/04/2025	03/04/2025	03/14/2025		03/14/2025	500.00
11611 - Woods Electrical Contractors, INC	WDELECF3-App 2	08-Electrical Contracting-FS#3 Renovations-Pay App 2	Paid by EFT # 64540		03/04/2025	03/04/2025	03/14/2025		03/14/2025	9,500.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	6		\$241,695.00
Program 08FIR3 - Fire Station 3 Totals							Invoice Transactions	6		\$241,695.00
Department 06 - Controller's Office Totals							Invoice Transactions	7		\$298,395.00
Fund 4667 - Econ Dev LIT Bonds of 2022 Totals							Invoice Transactions	7		\$298,395.00
Fund 6604 - Trash & Garbage Pickup (if operating mostly from user fees)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 52230 - Garage and Motor Supplies										
4336 - American Eagle Auto Glass of Terre Haute, INC	TH0125175	16-back window for truck 936	Paid by EFT # 64362		03/04/2025	03/04/2025	03/14/2025		03/14/2025	250.00
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions	1		\$250.00
Account 52420 - Other Supplies										
48 - Continental Research Corporation	0061030	16-cleaning supplies and air freshener-spray all, 60 day dispens	Paid by EFT # 64394		03/04/2025	03/04/2025	03/14/2025		03/14/2025	976.00
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$976.00
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	000871998	16-Webinar for Lazarus Edit Sears to attend			03/12/2025	03/12/2025	03/12/2025			90.00
Account 53160 - Instruction Totals							Invoice Transactions	1		\$90.00



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Fund 6604 - Trash & Garbage Pickup (if operating mostly from user fees)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2873273216180225	06-Unlim'td LTE Laptp/Hotsp-1/12-02/11/25-287327321618X02192025	Paid by Check # 79818		03/05/2025	03/05/2025	03/05/2025		03/05/2025	29.24
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	419.36
Account 53210 - Telephone Totals Invoice Transactions 2										\$448.60
Account 53240 - Freight / Other										
48 - Continental Research Corporation	0061030	16-cleaning supplies and air freshener-spray all, 60 day dispens	Paid by EFT # 64394		03/04/2025	03/04/2025	03/14/2025		03/14/2025	35.81
Account 53240 - Freight / Other Totals Invoice Transactions 1										\$35.81
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080171210	16-Mat Services - 02/26/2025	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080171209	16-uniform rental (minus payroll ded)-02/26/2025	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080170166	16-Mat Services - 02/19/2025	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080170165	16-uniform rental (minus payroll ded)-02/19/2025	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080169081	16-Mat Services - 02/12/2025	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080169080	16-uniform rental (minus payroll ded)-02/12/2025	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	6.48
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 6										\$108.48
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000023977	16-recycling fees-2/3-2/13/2025	Paid by EFT # 64424		03/04/2025	03/04/2025	03/14/2025		03/14/2025	840.30
52226 - Hoosier Transfer Station-3140	3140-000023972	16-trash disposal fee-02/1-02/15/25	Paid by EFT # 64424		03/04/2025	03/04/2025	03/14/2025		03/14/2025	12,593.44
Account 53950 - Landfill Totals Invoice Transactions 2										\$13,433.74



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Fund 6604 - Trash & Garbage Pickup (if operating mostly from user fees)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53990 - Other Services and Charges										
51538 - Economy Termite & Pest Control, INC	65269	16-bi-monthly exterminator charges 2 -10-25	Paid by EFT # 64405		03/04/2025	03/04/2025	03/14/2025		03/14/2025	125.00
51538 - Economy Termite & Pest Control, INC	65270	16-bi-monthly exterminator charges 2 -21-25	Paid by EFT # 64405		03/04/2025	03/04/2025	03/14/2025		03/14/2025	125.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$250.00
Program 160000 - Main Totals							Invoice Transactions	16		\$15,592.63
Department 16 - Sanitation Totals							Invoice Transactions	16		\$15,592.63
Fund 6604 - Trash & Garbage Pickup (if operating mostly from user fees) Totals							Invoice Transactions	16		\$15,592.63
Fund 7006 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
18539 - Life Insurance Company Of North America	February 2025	12-Feb 2025- Bill Ref # 103094_02/19/2025	Paid by EFT # 64453		03/04/2025	03/04/2025	03/14/2025		03/14/2025	4,078.50
9701 - Marathon Health Parent LLC (Marathon Health LLC)	INV405258	12-Dec 2024 Membership Fee, administered COVID and Flu vaccine	Paid by EFT # 64455		03/04/2025	03/04/2025	03/14/2025		03/14/2025	34,350.86
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$38,429.36
Account 53990.1201 - Other Services and Charges Health Insurance										
3928 - Aim Medical Trust	March 2025	12 - March 2025 Medical Premiums \$1,068,179.30	Paid by EFT # 64544		03/06/2025	03/06/2025	03/06/2025		03/06/2025	1,068,179.30
Account 53990.1201 - Other Services and Charges Health Insurance Totals							Invoice Transactions	1		\$1,068,179.30
Account 53990.1278 - Other Services and Charges Disability LTD										
18539 - Life Insurance Company Of North America	February 2025	12-Feb 2025- Bill Ref # 103094_02/19/2025	Paid by EFT # 64453		03/04/2025	03/04/2025	03/14/2025		03/14/2025	16,825.69
Account 53990.1278 - Other Services and Charges Disability LTD Totals							Invoice Transactions	1		\$16,825.69
Program 120000 - Main Totals							Invoice Transactions	4		\$1,123,434.35
Department 12 - Human Resources Totals							Invoice Transactions	4		\$1,123,434.35
Fund 7006 - Health Insurance Trust Totals							Invoice Transactions	4		\$1,123,434.35
Fund 7008 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 47090.1283 - Employee Contributions Health Savings Account										
9375 - WEX Health INC (Chard, Snyder & Associates)	030725Payroll	12-HSA Employee Contributions 3-07-25	Edit		03/06/2025	03/06/2025	03/06/2025			31,141.37
Account 47090.1283 - Employee Contributions Health Savings Account Totals							Invoice Transactions	1		\$31,141.37



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Fund 7008 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	022825daily	12-City/Util URM	Paid by EFT # 64348		03/03/2025	03/03/2025	03/03/2025	03/03/2025		463.99
9375 - WEX Health INC (Chard, Snyder & Associates)	030225daily	12-City URM	Paid by EFT # 64349		03/03/2025	03/03/2025	03/03/2025	03/03/2025		265.87
9375 - WEX Health INC (Chard, Snyder & Associates)	030125daily	12-City URM	Paid by EFT # 64350		03/03/2025	03/03/2025	03/03/2025	03/03/2025		1,214.34
9375 - WEX Health INC (Chard, Snyder & Associates)	030325daily	12-City/Util URM	Paid by EFT # 64351		03/04/2025	03/04/2025	03/04/2025	03/04/2025		117.20
9375 - WEX Health INC (Chard, Snyder & Associates)	030525daily	12-City/Util URM	Edit		03/06/2025	03/06/2025	03/06/2025			1,725.05
9375 - WEX Health INC (Chard, Snyder & Associates)	030425daily	12-City URM	Edit		03/06/2025	03/06/2025	03/06/2025			111.27
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals								Invoice Transactions 6		\$3,897.72
Account 53990.1273 - Other Services and Charges Term Life										
18539 - Life Insurance Company Of North America	February 2025	12-Feb 2025- Bill Ref # 103094_02/19/2025	Paid by EFT # 64453		03/04/2025	03/04/2025	03/14/2025	03/14/2025		20,085.87
Account 53990.1273 - Other Services and Charges Term Life Totals								Invoice Transactions 1		\$20,085.87
Account 53990.1277 - Other Services and Charges Disability STD										
18539 - Life Insurance Company Of North America	February 2025	12-Feb 2025- Bill Ref # 103094_02/19/2025	Paid by EFT # 64453		03/04/2025	03/04/2025	03/14/2025	03/14/2025		11,714.89
Account 53990.1277 - Other Services and Charges Disability STD Totals								Invoice Transactions 1		\$11,714.89
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util										
9375 - WEX Health INC (Chard, Snyder & Associates)	022825daily	12-City/Util URM	Paid by EFT # 64348		03/03/2025	03/03/2025	03/03/2025	03/03/2025		44.14
9375 - WEX Health INC (Chard, Snyder & Associates)	030325daily	12-City/Util URM	Paid by EFT # 64351		03/04/2025	03/04/2025	03/04/2025	03/04/2025		10.00
9375 - WEX Health INC (Chard, Snyder & Associates)	030525daily	12-City/Util URM	Edit		03/06/2025	03/06/2025	03/06/2025			61.40
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals								Invoice Transactions 3		\$115.54
Program 120000 - Main Totals								Invoice Transactions 12		\$66,955.39
Department 12 - Human Resources Totals								Invoice Transactions 12		\$66,955.39
Fund 7008 - Insurance Voluntary Trust Totals								Invoice Transactions 12		\$66,955.39
Fund 7702 - Garage (where reimbursed for services from other departments)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52230 - Garage and Motor Supplies										
50605 - Bauer Built, INC	360151665	17 - disposal fee for tires (18)- 2/26/25	Paid by EFT # 64374		03/04/2025	03/04/2025	03/14/2025	03/14/2025		132.00
4693 - Monroe County Tire & Supply, INC	076183	17 - (2) Goodyear tires, stem valve & Balance for 626	Paid by EFT # 64469		03/04/2025	03/04/2025	03/14/2025	03/14/2025		685.18



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Fund 7702 - Garage (where reimbursed for services from other departments)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52230 - Garage and Motor Supplies										
4693 - Monroe County Tire & Supply, INC	076182	17 - (4) tires for 764	Paid by EFT # 64469		03/04/2025	03/04/2025	03/14/2025		03/14/2025	697.08
4693 - Monroe County Tire & Supply, INC	076246	17 - (4) tires for 941	Paid by EFT # 64469		03/04/2025	03/04/2025	03/14/2025		03/14/2025	906.20
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 4	\$2,420.46
Account 52240 - Fuel and Oil										
7854 - Premier AG CO-OP, INC (Premier Energy)	23213	17-fuel-PDX4 B5 Clear Winter on Road (7,402 gallons)-2/21/25	Paid by EFT # 64489		03/04/2025	03/04/2025	03/14/2025		03/14/2025	23,898.84
7854 - Premier AG CO-OP, INC (Premier Energy)	23212	17-fuel-PDX4 B5 (7,399 gallons)/87 regular (8,675 gal)-2/21/25	Paid by EFT # 64489		03/04/2025	03/04/2025	03/14/2025		03/14/2025	47,187.60
362 - Schaeffer Manufacturing Company	CEM2213-INV1	17 - oil and other fluids for 1000, 4100, & 4000	Paid by EFT # 64501		03/04/2025	03/04/2025	03/14/2025		03/14/2025	872.28
Account 52240 - Fuel and Oil Totals									Invoice Transactions 3	\$71,958.72
Account 52320 - Motor Vehicle Repair										
4150 - Alexander's LLC	3024565	17 - Jack/Direct Weld 5K 15" SQ for 472	Paid by EFT # 64360		03/04/2025	03/04/2025	03/14/2025		03/14/2025	60.75
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1PW7-CT3P-C39G	17 - 5pcs Mosfet Transistors for vehicle# 469	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	10.15
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DJM-6W3K-1GVH	17 -Lube-Matic Wire Kleener pad for shop	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	15.75
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17LR-17GT-QFXM	17- Impeller Pump Repair Kit for low profile oil transfer tanker	Paid by EFT # 64361		03/04/2025	03/04/2025	03/14/2025		03/14/2025	44.91
244 - Bloomington Ford, INC	5085387	17 - Floor contour mat kit for 221	Paid by EFT # 64378		03/04/2025	03/04/2025	03/14/2025		03/14/2025	205.00
244 - Bloomington Ford, INC	5085330	17 - Bed cover for 221	Paid by EFT # 64378		03/04/2025	03/04/2025	03/14/2025		03/14/2025	434.25
244 - Bloomington Ford, INC	5085811	17 - rear mirror assembly & cover for 841	Paid by EFT # 64378		03/04/2025	03/04/2025	03/14/2025		03/14/2025	477.12
51827 - Fire Service, INC	IN-18415	17 - door latch for 3000	Paid by EFT # 64412		03/04/2025	03/04/2025	03/14/2025		03/14/2025	151.64
4046 - Heritage-Crystal Clean, INC	19152661	17-anti freeze-stock	Paid by EFT # 64421		03/04/2025	03/04/2025	03/14/2025		03/14/2025	627.42
4044 - Industrial Hydraulics, INC	0457264-IN	17 - Snow plow cylinder for 4000	Paid by EFT # 64429		03/04/2025	03/04/2025	03/14/2025		03/14/2025	586.73
455 - Industrial Service & Supply, INC	85645	17 - Straight ORB Connector for 4211	Paid by EFT # 64430		03/04/2025	03/04/2025	03/14/2025		03/14/2025	9.09



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Fund 7702 - Garage (where reimbursed for services from other departments)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
455 - Industrial Service & Supply, INC	85735	17 - Beta Clamp Heavy for 441	Paid by EFT # 64430		03/04/2025	03/04/2025	03/14/2025		03/14/2025	49.72
796 - Interstate Battery System of Bloomington, INC	3834	17-batteries-31 - MHD/MT-78/MTP-48/H6	Paid by EFT # 64432		03/04/2025	03/04/2025	03/14/2025		03/14/2025	453.44
796 - Interstate Battery System of Bloomington, INC	401311298	17-batteries-31- MHD/MTP-48/H6/MTP-65HD/MTP-96R	Paid by EFT # 64432		03/04/2025	03/04/2025	03/14/2025		03/14/2025	587.00
11672 - Jack Doheny Companies, INC	256142	17 - wiper arm, door seal, hose, hopper door, sprocket key- 464	Paid by EFT # 64438		03/04/2025	03/04/2025	03/14/2025		03/14/2025	3,293.83
4439 - JX Enterprises, INC	27416936P	17 - V band clamp 4", exhaust pipe for 4000	Paid by EFT # 64441		03/04/2025	03/04/2025	03/14/2025		03/14/2025	29.38
4439 - JX Enterprises, INC	27415925P	17 - exhaust pipe & v band clamp for 4221	Paid by EFT # 64441		03/04/2025	03/04/2025	03/14/2025		03/14/2025	29.38
4439 - JX Enterprises, INC	27418060P	17 - ignition switch for 4000	Paid by EFT # 64441		03/04/2025	03/04/2025	03/14/2025		03/14/2025	49.99
4439 - JX Enterprises, INC	27418055P	17 - 3 ignition switches for 440, 455 & 4000	Paid by EFT # 64441		03/04/2025	03/04/2025	03/14/2025		03/14/2025	99.98
4439 - JX Enterprises, INC	27417543P	17 - urea level sensor for 438	Paid by EFT # 64441		03/04/2025	03/04/2025	03/14/2025		03/14/2025	176.99
4439 - JX Enterprises, INC	27418176P	17 - (3) ignition w/pb rando cylinder for 455, 440 & 4000	Paid by EFT # 64441		03/04/2025	03/04/2025	03/14/2025		03/14/2025	296.97
4439 - JX Enterprises, INC	27416945P	17 - turn signal switch for 453	Paid by EFT # 64441		03/04/2025	03/04/2025	03/14/2025		03/14/2025	400.99
4439 - JX Enterprises, INC	27415005P	17 - 12tiitg w/ocp starter for inventory	Paid by EFT # 64441		03/04/2025	03/04/2025	03/14/2025		03/14/2025	419.99
4439 - JX Enterprises, INC	27413635P	17 - slider RH clamp assembly for 969	Paid by EFT # 64441		03/04/2025	03/04/2025	03/14/2025		03/14/2025	516.85
4439 - JX Enterprises, INC	27415971P	17 - exhaust 90 degree pipe for 4221	Paid by EFT # 64441		03/04/2025	03/04/2025	03/14/2025		03/14/2025	628.55
4439 - JX Enterprises, INC	27414746P	17-CR-returned exhaust RCN valve kit- Inv #27409086P	Paid by EFT # 64441		03/04/2025	03/04/2025	03/14/2025		03/14/2025	(53.17)
4439 - JX Enterprises, INC	27410301P	17-CR-returned turbo acutator & turbocharger core-Inv #27407545P	Paid by EFT # 64441		03/04/2025	03/04/2025	03/14/2025		03/14/2025	(957.00)
53385 - O'Reilly Automotive Stores, INC	1903-497302	17 - cabin filter for 415	Paid by Check # 79845		03/04/2025	03/04/2025	03/14/2025		03/14/2025	10.57



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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 7702 - Garage (where reimbursed for services from other departments)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
53385 - O'Reilly Automotive Stores, INC	1903-495705	17 - air filter & cabin filter for inventory	Paid by Check # 79845		03/04/2025	03/04/2025	03/14/2025		03/14/2025	23.78
53385 - O'Reilly Automotive Stores, INC	1903-497936	17 - LD fuel filter for 596	Paid by Check # 79845		03/04/2025	03/04/2025	03/14/2025		03/14/2025	26.99
53385 - O'Reilly Automotive Stores, INC	1903-497027	17 - (2) Megacrimp for inventory	Paid by Check # 79845		03/04/2025	03/04/2025	03/14/2025		03/14/2025	28.08
53385 - O'Reilly Automotive Stores, INC	1903-497802	17 - Strut Mount for 941	Paid by Check # 79845		03/04/2025	03/04/2025	03/14/2025		03/14/2025	85.36
53385 - O'Reilly Automotive Stores, INC	1903-495721	17 - (2) Megacrimp for inventory	Paid by Check # 79845		03/04/2025	03/04/2025	03/14/2025		03/14/2025	94.80
53385 - O'Reilly Automotive Stores, INC	1903-495770	17 - transmission line for 126	Paid by Check # 79845		03/04/2025	03/04/2025	03/14/2025		03/14/2025	152.91
53385 - O'Reilly Automotive Stores, INC	1903-495792	17 - (2) control arms for P137	Paid by Check # 79845		03/04/2025	03/04/2025	03/14/2025		03/14/2025	213.44
53385 - O'Reilly Automotive Stores, INC	1903-498089	17 - lateral link for P137	Paid by Check # 79845		03/04/2025	03/04/2025	03/14/2025		03/14/2025	245.96
53385 - O'Reilly Automotive Stores, INC	1903-497851	17 - Hydraulic hose for inventory-330 feet	Paid by Check # 79845		03/04/2025	03/04/2025	03/14/2025		03/14/2025	2,580.60
53385 - O'Reilly Automotive Stores, INC	1903-495830	17 - credit for returned power brake booster-Inv #1903-479104	Paid by Check # 79845		03/04/2025	03/04/2025	03/14/2025		03/14/2025	(131.79)
16069 - Palmer Trucks, INC	I548259	17 - #773 heater control , heater knob and Heater knob clip	Paid by EFT # 64482		03/04/2025	03/04/2025	03/14/2025		03/14/2025	61.29
16069 - Palmer Trucks, INC	I549494	17 - #773 Water with arm valve assembly	Paid by EFT # 64482		03/04/2025	03/04/2025	03/14/2025		03/14/2025	106.44
54351 - Sternberg, INC	66652	17 - #626 alignment	Paid by EFT # 64512		03/04/2025	03/04/2025	03/14/2025		03/14/2025	160.50
54351 - Sternberg, INC	986905	17 - Low Mount Mirror Kit & left bracket	Paid by EFT # 64512		03/04/2025	03/04/2025	03/14/2025		03/14/2025	214.61
582 - Town & Country Chrysler Dodge Jeep, INC	5077723	17 - Oil pressure switch for 415	Paid by EFT # 64525		03/04/2025	03/04/2025	03/14/2025		03/14/2025	85.85
4398 - TruckPro Holding Corporation	047-0351188	17 - gladhands for stock	Paid by EFT # 64527		03/04/2025	03/04/2025	03/14/2025		03/14/2025	122.87
7555 - VoMac Truck Sales & Service INC	77740T	17 - Freight only for hose	Paid by EFT # 64531		03/04/2025	03/04/2025	03/14/2025		03/14/2025	10.00
7555 - VoMac Truck Sales & Service INC	116656T	17 - (2) Pressure switch for 957/9500	Paid by EFT # 64531		03/04/2025	03/04/2025	03/14/2025		03/14/2025	40.36
7555 - VoMac Truck Sales & Service INC	116760T	17 - cap for stock	Paid by EFT # 64531		03/04/2025	03/04/2025	03/14/2025		03/14/2025	43.04
7555 - VoMac Truck Sales & Service INC	116770T	17 - Pressure switch for stock	Paid by EFT # 64531		03/04/2025	03/04/2025	03/14/2025		03/14/2025	77.73



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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 7702 - Garage (where reimbursed for services from other departments)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
7555 - VoMac Truck Sales & Service INC	108886T	17 - socket hex & control valves for 957	Paid by EFT # 64531		03/04/2025	03/04/2025	03/14/2025		03/14/2025	568.70
7555 - VoMac Truck Sales & Service INC	108867T	17 - (2) mirrors, one for 957 & one for 958	Paid by EFT # 64531		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,396.36
7555 - VoMac Truck Sales & Service INC	CM110927T	17-Credit-core return	Paid by EFT # 64531		03/04/2025	03/04/2025	03/14/2025		03/14/2025	(99.00)
7555 - VoMac Truck Sales & Service INC	CM77412T	17 - double payment for Inv #77413T	Paid by EFT # 64531		03/04/2025	03/04/2025	03/14/2025		03/14/2025	(568.20)
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV3669	17 - Oil filters for inventory (3)	Paid by EFT # 64542		03/04/2025	03/04/2025	03/14/2025		03/14/2025	24.36
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV3910	17 - Thermostat w/ housing for 1231	Paid by EFT # 64542		03/04/2025	03/04/2025	03/14/2025		03/14/2025	51.40
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV3798	17 - starter assembly for 4111	Paid by EFT # 64542		03/04/2025	03/04/2025	03/14/2025		03/14/2025	105.70
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV2984	17 - Wheel hub assembly and grease retainer for 626	Paid by EFT # 64542		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,111.02
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV3668	17 - Oil filters for inventory (21)	Paid by EFT # 64542		03/04/2025	03/04/2025	03/14/2025		03/14/2025	170.52
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV3139	17 - Ignition coil assembly for P137 (4)	Paid by EFT # 64542		03/04/2025	03/04/2025	03/14/2025		03/14/2025	190.88
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV3317	17 - control arm for P137	Paid by EFT # 64542		03/04/2025	03/04/2025	03/14/2025		03/14/2025	207.00
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV3943	17 - Shock absorber assembly for P137	Paid by EFT # 64542		03/04/2025	03/04/2025	03/14/2025		03/14/2025	247.36
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV3318	17 - (3) control arm w/ball joint & Control arm for P137	Paid by EFT # 64542		03/04/2025	03/04/2025	03/14/2025		03/14/2025	333.48
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV4056	17 - spark plug, valve assembly, ignition coil assembly & gasket	Paid by EFT # 64542		03/04/2025	03/04/2025	03/14/2025		03/14/2025	454.81
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV3176	17 - credit for returned ignition coil assembly	Paid by EFT # 64542		03/04/2025	03/04/2025	03/14/2025		03/14/2025	(397.56)
Account 52320 - Motor Vehicle Repair Totals								Invoice Transactions	63	\$16,695.92
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	596329	17 - 3pk 4" carbide thick metal, 6" & 9" & 12" 8T Steel Demons,	Paid by EFT # 64375		03/04/2025	03/04/2025	03/14/2025		03/14/2025	154.96
4574 - John Deere Financial f.s.b. (Rural King)	327715	17-gloves, ratchet straps	Paid by Check # 79839		03/04/2025	03/04/2025	03/14/2025		03/14/2025	62.93



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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 7702 - Garage (where reimbursed for services from other departments)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	327718	17-J. Thompson-winter clothing-shirts, beanie, rain jacket	Paid by Check # 79839		03/04/2025	03/04/2025	03/14/2025		03/14/2025	174.52
4574 - John Deere Financial f.s.b. (Rural King)	327717	17-N. Roudebush-winter clothing-shirts, socks, hoodie	Paid by Check # 79839		03/04/2025	03/04/2025	03/14/2025		03/14/2025	216.94
6216 - Terminal Supply, INC	96149-00	17 - shop supply, lights, seals and fittings - 2/10/2025	Paid by EFT # 64518		03/04/2025	03/04/2025	03/14/2025		03/14/2025	429.38
Account 52420 - Other Supplies Totals									Invoice Transactions 5	\$1,038.73
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487800225	06-cell phone chgs 01/12/25-02/11/25-Inv. 287289748780X02192025	Paid by Check # 79816		03/05/2025	03/05/2025	03/05/2025		03/05/2025	43.21
13969 - AT&T Mobility II, LLC	2873273216180225	06-Unlim'td LTE Laptp/Hotsp-1/12-02/11/25-287327321618X02192025	Paid by Check # 79818		03/05/2025	03/05/2025	03/05/2025		03/05/2025	29.24
Account 53210 - Telephone Totals									Invoice Transactions 2	\$72.45
Account 53620 - Motor Repairs										
244 - Bloomington Ford, INC	6236199	17-D160 parts and labor to repair water pump	Paid by EFT # 64378		03/04/2025	03/04/2025	03/14/2025		03/14/2025	4,721.63
9690 - Susan Fletcher (QC Transmission, LLC)	5975	17 - #251 Parts and labor for transmission repairs	Paid by EFT # 64413		03/04/2025	03/04/2025	03/14/2025		03/14/2025	6,295.10
4474 - Ken's Westside Service & Towing, LLC	25-0219-101221	17 - change tire on unit# 1719 with spare-2/19/25	Paid by EFT # 64443		03/04/2025	03/04/2025	03/14/2025		03/14/2025	75.00
4474 - Ken's Westside Service & Towing, LLC	25-0213-100886	17-towing-2015 Ford F-350 Super Duty-2/13/25	Paid by EFT # 64443		03/04/2025	03/04/2025	03/14/2025		03/14/2025	125.00
4474 - Ken's Westside Service & Towing, LLC	25-0219-101167	17-towing unit # 436-2/19/25	Paid by EFT # 64443		03/04/2025	03/04/2025	03/14/2025		03/14/2025	325.00
54351 - Sternberg, INC	66664	17 - #436 repairs to ignition-switch loose	Paid by EFT # 64512		03/04/2025	03/04/2025	03/14/2025		03/14/2025	3,677.51
Account 53620 - Motor Repairs Totals									Invoice Transactions 6	\$15,219.24



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Fund 7702 - Garage (where reimbursed for services from other departments)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53650 - Other Repairs										
7052 - Automotive Lift Repair, LLC	2942	17 - remove and install two post lift	Paid by EFT # 64370		03/04/2025	03/04/2025	03/14/2025		03/14/2025	1,350.00
Account 53650 - Other Repairs Totals										Invoice Transactions 1
										\$1,350.00
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080170160	17-uniform rental (minus payroll ded)- 2/19/25	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	20.70
19171 - Vestis Group, INC (FKA Aramark)	4080169075	17-uniform rental (minus payroll ded)- 2/12/25	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	20.70
19171 - Vestis Group, INC (FKA Aramark)	4080164651	17-uniform rental (minus payroll ded)- 1/15/25	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	22.34
19171 - Vestis Group, INC (FKA Aramark)	4080171204	17-uniform rental (minus payroll ded)- 2/26/25	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	26.97
19171 - Vestis Group, INC (FKA Aramark)	4080169076	17 - mat rentals and shop towels- 2/12/25	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	93.34
19171 - Vestis Group, INC (FKA Aramark)	4080170161	17 - mat rentals and shop towels- 2/19/2025	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	93.34
19171 - Vestis Group, INC (FKA Aramark)	4080171205	17 - mat rentals and shop towels- 2/26/2025	Paid by EFT # 64530		03/04/2025	03/04/2025	03/14/2025		03/14/2025	93.34
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 7
										\$370.73
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	291963253	17 - Registrations for 968, 969, & 970	Edit		03/12/2025	03/12/2025	03/12/2025			45.00
3560 - First Financial Bank / Credit Cards	292071247	17 - Plates for 311 - 2/3/2025	Edit		03/12/2025	03/12/2025	03/12/2025			15.00
3560 - First Financial Bank / Credit Cards	BMV 1/21/2025	17-BMV-title #4731	Edit		03/12/2025	03/12/2025	03/12/2025			15.00
3560 - First Financial Bank / Credit Cards	291993690	17 - Plates for 535	Edit		03/12/2025	03/12/2025	03/12/2025			15.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 4
										\$90.00
Program 170000 - Main Totals										Invoice Transactions 95
										\$109,216.25
Department 17 - Fleet Maintenance Totals										Invoice Transactions 95
										\$109,216.25
Fund 7702 - Garage (where reimbursed for services from other departments) Totals										Invoice Transactions 95
										\$109,216.25



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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 7704 - Self-Insurance										
Department 10 - Legal										
Program 100000 - Main										
Account 53130 - Medical										
3112 - Jason Glenn Eller	PHYS CDL-2025	10-reimburse CDL physical-2/11/25	Paid by EFT # 64406		03/04/2025	03/04/2025	03/14/2025		03/14/2025	110.00
8104 - Timothy Lee Jacobs	PHYS CDL-2025	10-CDL Physical Reimbursement-1/23/25	Paid by EFT # 64439		03/04/2025	03/04/2025	03/14/2025		03/14/2025	110.00
Account 53130 - Medical Totals							Invoice Transactions	2		\$220.00
Program 100000 - Main Totals							Invoice Transactions	2		\$220.00
Department 10 - Legal Totals							Invoice Transactions	2		\$220.00
Fund 7704 - Self-Insurance Totals							Invoice Transactions	2		\$220.00
Grand Totals							Invoice Transactions	398		\$2,611,364.21

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
03/14/25	Claims				\$2,611,364.21

\$2,611,364.21

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 \$2,611,364.21

Dated this 11th day of March year of 2025.

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

I herby 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 _____