Board of Public Works Meeting May 6, 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.



Board of Public Works Staff Report

Project/Event:	2025 Granfalloon Main Stage Concert and Bloomington Handmade Market
Petitioner/Representative:	Gerard Pannekoek, IU Arts & Humanities Council Talia Halliday, Bloomington Handmade Market
Staff Representative:	Cassie Werne, Special Projects and Operations Manager
Date of Event:	Saturday, June 7, 2025
Date of Board Meeting:	Tuesday, May 6, 2025

Report:

Presented by the IU Arts and Humanities Council and inspired by legendary Hoosier author Kurt Vonnegut Jr., Granfalloon brings together musicians, artists, thinkers, and good people from all walks of life for a celebration of art, ideas, and community.

Granfalloon is presented concurrently and in partnership with the Bloomington Handmade Market. The Granfalloon Main Stage Concert and Bloomington Handmade Market will take place Saturday, June 7 with setup beginning Friday, June 6 at 9am and teardown continuing through Sunday, June 8 at 9am.

Requested right of way closures include:

- For Granfalloon Mainstage Concert
 - Kirkwood closed between Walnut and Lincoln;
 - Washington closed between 100 N alley and 100 S alley;
 - o parking reserved on 100 N Lincoln to alley and 200 S Lincoln;
 - o parking reserved in 6th/Lincoln Parking Lot
- Bloomington Handmade Market
 - o 6th Street closed & Kirkwood closed between Walnut and College

The following plans are included in the application:

- Site plan
- Maintenance of traffic plan
- Timeline of event
- Emergency Action Plan
- Waste Management Plan
- Notification Letters

2 weeks prior to the event, event organizers will submit the following:

- Certificate of Liability Insurance
- Alcohol licenses/permits for vendors dispensing/selling

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2025-033 Grandfalloon Festival and Handmade Market

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, the Grandfalloon Mainstage Concert and Bloomington Handmade Market is organizing their events on Friday June 6, 2025 through Sunday June 8, 2025, to take place on portions of Kirkwood Avenue, Washington Street, and 6th Street; and

WHEREAS, the Granfalloon Mainstage Concert and Bloomington Handmade Market has requested that the Board of Public Works allow them to close portions of Kirkwood, Washington Street, 6th Street, and alleyways as designated on their maps; and

WHEREAS, Granfalloon Mainstage Concert and Bloomington Handmade Market has agreed to comply with the special event requirements listed in this Resolution.

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

- 1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
- 2. The City of Bloomington Board of Public Works (hereinafter "City") declares that Granfalloon Mainstage Concert and Bloomington Handmade Market may close the 100 Block of W. Kirkwood Ave. (between Walnut and College); the 100-200 block of E. Kirkwood Ave (between Walnut and Lincoln); the 100 block of N Washington to the 100 block of S Washington (from the South border of the Alleyway that passes between CVS and Baked! to the North border of the Alleyway that passes between First United Methodist Church and the Graduate Hotel); and the 100 block of W. 6th Street (between Walnut and College), all of which is included on the attached application marked as Exhibit A, incorporated into this Resolution by reference. These locations will be closed beginning at 9:00 a.m. Friday, June 06, 2025 until 9:00 a.m. on Sunday, June 07, 2025 for the purpose of staging the Granfalloon Mainstage Concert and Bloomington Handmade Market for the general public.
- 3. Granfalloon Mainstage Concert and Bloomington Handmade Market 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.
- 4. Granfalloon Mainstage Concert and Bloomington Handmade Market shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
- 5. The City of Bloomington will provide and set up barricades not before 6:00 p.m. on June 03, 2022. The barricades will be removed by 3:00 a.m. on Sunday, June 05, 2022.
- 6. Granfalloon Mainstage Concert and Bloomington Handmade Market shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all "no parking" signs posted for the event, the removal of any and all food and/or drink, picking up all trash and

litter, sweeping up any and all broken glass, and collect all trash can/receptacles. Clean-up shall be completed by 9:00 a.m. on June 8, 2025.

- 7. 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 hours of 10:00 a.m. and 11:00 p.m. on Saturday, June 07, 2025.
- 8. Granfalloon Mainstage Concert and Bloomington Handmade Market shall be responsible for obtaining any and all required permits, including, but not limited to, alcohol permits, as well as being responsible for all legal and financial expenditures.
- 9. Granfalloon Mainstage Concert and Bloomington Handmade Market shall provide the City with a General Liability Certificate of Insurance in the amount of, at least, \$1,000,000 per occurrence and \$2,000,000 aggregate. Such Certificate shall list the City of Bloomington as an additional insured and shall be provided to the City at least two weeks prior to the event.
- 10. Granfalloon Mainstage Concert and Bloomington Handmade Market shall be solely responsible for any and all licenses or permissions relating to copyright or intellectual property required for any art or performance at the festival.
- 11. Granfalloon Mainstage Concert and Bloomington Handmade Market 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.
- 12. On the day of the event, bollards will be blocking Kirkwood Avenue to all motor vehicles. Granfalloon Mainstage Concert and Bloomington Handmade Market must remove and replace the bollards in order to bring their festival items into certain streets. The Department of Public Works shall loan bollard tools to the event organizers on the last business day prior to the event. Granfalloon Mainstage Concert and Bloomington Handmade Market are responsible for using the tools to manage bollard removal/reinstallation throughout the course of their event, including making sure the bollards are properly seated and locked. Granfalloon Mainstage Concert and Bloomington Handmade Market organizers are responsible for returning the bollard tools to the Department of Public Works on the business day following the event. Should Granfalloon Mainstage Concert and Bloomington Handmade Market organizers fail to return the bollard tools to the Department of Public Works, they will be charged Six Hundred and Fifty Dollars (\$650.00).
- 13. Granfalloon Mainstage Concert and Bloomington Handmade Market shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the event, a copy of which Granfalloon Mainstage Concert and Bloomington Handmade Market agree to submit to the City at least two weeks prior to June 6th, 2025.
- 14. In the event Granfalloon Mainstage Concert and Bloomington Handmade Market allows mobile food vendor units, as defined by Bloomington Municipal Code Chapter 4.28, and/or pushcarts, as defined by Bloomington Municipal Code Chapter 4.30, to locate inside of their Special Event area, the following additional conditions shall specifically apply to any mobile food vendor units and/or pushcarts:
 - a. Shall obtain a permit from the Monroe County Health Department;
 - b. If a spark, flame or fire is used, an open burn permit from Bloomington Fire Department shall be obtained;
 - c. Shall not attach any portion of their unit or cart to a building, tree, telephone pole, streetlight pole, traffic signal pole or fire hydrant;
 - d. Shall not use any public electrical outlet;

- e. Shall only be permitted to utilize a private electrical outlet if a licensed electrician has provided written documentation that said outlet is capable of handling the unit or pushcart's electrical needs;
- f. Shall serve their food and beverages in containers that do not allow the food or beverages to fall onto the street or sidewalk.
- g. If utilizing a grill or device that results in a spark, flame or fire shall do the following: locate at least 20 feet away from a building; provide a barrier between the grill or device and the public; not allow the spark or flame to exceed 12 inches in height; and have a fire extinguisher within reaching distance;
- h. Shall contain an approved grease interceptor or grease trap;
- i. If a generator is utilized, the generators shall not exceed 70dBa;
- j. Shall maintain the food storage areas in a manner that are free from rats, mice, flies and other insects or vermin.
- 15. In consideration for the use of the City's property and to the fullest extent permitted by law, Granfalloon Mainstage Concert and Bloomington Handmade Market, 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.
- 16. _____, by signing this agreement, represents that they have been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS THE 6th DAY OF MAY, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-32 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Granfalloon Mainstage Concert and Bloomington Handmade Market:

Date:

Signature

Printed Name, Title



City of Bloomington Public Works (BPW) bloomington.in.gov

401 N Morton ST Suite 120 PO Box 100 Bloomington IN 47404

Phone: (812) 349-3410 Fax: (812) 349-3567 public.works@bloomington.in.gov City Permit #: SE2025-0004 Application Date: 4/7/2025

Application For Special Event Permit To The Board of Public Works

Partner Jordan Davis **Event Organizer** Talia Halliday

Applicant, Event Organizer

Gerard Pannekoek 750 E Kirkwood Ave Bloomington IN 47405

Overview

Event Description	2025 Granfalloon Main Stage Concert & Bloomington Handmade Market		
Please check all boxes that apply. For example, if your event is a festival and also includes a public art installation, please check both boxes.			
Festival/Community Event	Checked		
Neighborhood Block Party			
Public Art Installation			
Run/Walk/Parade			
Other			
Setup - Date and Time	Friday, June 6, 2025 @ 9am		
Start - Date and Time	Saturday, June 7, 2025 @ 10am		
End - Date and Time	Saturday, June 7, 2025 @ 10pm		
Teardown - Date and Time	Sunday, June 8, 2025 @ 9am		
Expected Number of Participants	10000		
Event Classification	Non-Profit		
Financial			
Will you be charging admission?	No		
If yes, please describe admission including amount, who admission will benefit, etc.:			
Will you be collecting donations?	No		
If yes, who will donations benefit?			

Right of Way

Which public rights of way are you requesting to use/close? Please check all boxes that apply.

Street(s)

Sidewalk(s)

Metered Parking Space(s)

Checked

Checked

Please describe location of public rights of way you are requesting to use/close:

2025 Granfalloon Mainstage Concert - Kirkwood closed between Walnut and Lincoln; Washington closed between 100 N alley and 100 S alley; parking reserved on 100 N Lincoln to alley and 200 S Lincoln; parking reserved in 6th/Lincoln Parking Lot /// Bloomington Handmade Market -6th Street closed & Kirkwood closed between Walnut and College. NOTE: Granfalloon to temporarily remove bike rack on North side of 200 W Kirkwood (near Habitat for Humanity building) and will replace after concert.

Street	To Street	From Street	Closing /Opening	Date
E Kirkwood Ave	Lincoln	Walnut	Closing	6/6/2025 9 AM
Washington Ave	100 S Washington alley	100 N Washington alley	Closing	6/7/2025 10 AM
6th Street	Walnut	College	Closing	6/6/2025 6 PM
W Kirkwood Ave	Walnut	College	Closing	6/6/2025 6 PM
E Kirkwood Ave	Lincoln	Walnut	Opening	6/8/2025 9 AM
Washington Ave	100 S Washington alley	100 N Washington alley	Opening	6/7/2025 11 PM
6th Street	Walnut	College	Opening	6/7/2025 7 PM
W Kirkwood Ave	Walnut	College	Opening	6/7/2025 7 PM

No

Is this event on Indiana University campus?

If yes, has this event been approved by Will Keaton, IUPD-Bloomington Special Events Coordinator, and the IUB Office of Student Life?

Emergency

Who is responsible for overall event safety and coordinating emergency response? Please provide contact name and phone number. Gerard Pannekoek, Arts & Humanities Council Associate Director - 812-650-2923

Please provide your plan of action for each emergency scenario below:

Medical Emergencies	See attached.
Severe Weather	See attached.
Fire/Evacuation	See attached.
Lost or Missing Persons	See attached.

Other

Have you arranged for security at your event?	Yes
If yes, who will be providing security?	Contemporary Services Corporation (CSC)
Waste	
Who is responsible for event clean-up and ensuring trash and recycling are properly disposed of? Please provide contact name and phone number.	Gerard Pannekoek, Arts & Humanities Council Associate Director - 812- 650-2923
Will you have food vendor(s)?	Yes
If yes, please name the food vendors:	(Exact names tbd, coordinating with Jordan Davis - Food Truck Friday, Chocolate Moose - to have 5-6 vendors on site)
Will you have alcohol vendor(s)?	Yes
If yes, please name the alcohol vendors:	Upland Brewing Co., Bloomington Brewing Co., Heartwork Brewing, Cardinal Spirits, Friendly Beasts
What types of waste will need to be collected i.e. food waste, beverage containers, etc.?	Food waste, beverage containers, miscellaneous
What is your plan to collect and dispose of trash and recycling?	See attached.
What vendor will provide waste bins and collection service?	IU Facility Operations
Will you be providing portable toilets?	Yes
If yes, how many portable toilets?	18
If yes, what company is providing the portable toilets?	Izzy's

Noise & Entertainment

Please check all sources of noise below that will be present at your event:

Live Music	Checked
Recorded Music i.e. DJ, etc.	Checked
Loudspeaker	Checked
Other	
Will the noise be amplified?	Yes
Please describe event entertainment and associated infrastructure including stage, sound amplification equipment,	Courthouse (Second Stage) 10x20 Tent + PA for smaller, local acts from 10am-4pm
etc.?	200 E Kirkwood Ave (Main Stage) - Trucked-in stage approx 24"x24" with professional audio and lighting for Mavis Staples, Thee Sacred Souls, and Murder by Death from 4-10pm
What will be the power source for equipment?	Rented generator (Sunbelt or McCallister)

Describe any other electrical needs:

Have you notified businesses/residents impacted by your event? No

Yes

Which businesses/residents have been notified?

When did you notify businesses/ residents impacted by the event?

Insurance

Do you agree to submit Certificate of Liability 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 at least 2 weeks prior to your event or earlier?

GRANFALLOON + BLOOMINGTON HANDMADE MARKET JUNE 7, 2025 – EVENT SETUP MAP



Proposed Road Closures for Handmade Market

- 100 W Kirkwood Ave
- 100 W 6th Street + connecting alleyway
- 10'-deep tents will line each curb
- Organizers are sending separate request for Courthouse lawn

Proposed Road Closures for Granfalloon Concert

- 100-200 E Kirkwood Ave + connecting alleyways
- 100 N Washington St + 100 S Washington St
- 10'-deep tents / trailers will line each curb
- Additional parking closures needed for event vehicles + restrooms

GRANFALLOON + BLOOMINGTON HANDMADE MARKET JUNE 7, 2025 – FOOD & ALCOHOL VENDOR MAP



Proposed Vendors for Handmade Market

- 2-3 Local Food Trucks
- 1 Local Alcohol Vendor (wine)

Proposed Vendors for Granfalloon Concert

- 5-6 Local Food Trucks + Chocolate Moose
- 5 Local Alcohol Vendors (beer, cider, canned cocktails)

Water Barricades Alleyways 6/7 @ 9:30am

Bollard Setup &

Barricade Fill

Water Barricades *6th St + Alley* 6/6 @ 11am

Water Ballasts Stage 6/6 @ 11am (tentative)

Water Barricades 100 W Kirkwood 6/6 @ 11am*

*Leave 2 unfilled on east side and fill on 6/7







2025 Granfalloon Main Stage Concert + Bloomington Handmade Market Maintenance of Traffic Plan

Before Setup

• City to place "No Parking" signs on Kirkwood Ave (Blocks 100 W, 100 E, 200 E), 6th St (100 W), a few designated spaces on both Washington and Lincoln Ave, and the 6th / Lincoln parking lot.

Friday – Stage and tent setup

- 9am City to close 100-200 E Kirkwood with bollards
 - Stage setup begins on 200 E Kirkwood
 - Tent setup begins on 100-200 E Kirkwood
- 9am Granfalloon to close select spots in 6th / Lincoln Parking lot closed with water barricades
 o Portable restroom setup begins
- 9:30am BHM to close 100 W Kirkwood and 100 W 6th St. (including alleyway) with water barricades
 - o BHM setup begins

• 11am – First water fill

- All BHM water barricades except 2 on east side of 100 E Kirkwood
- Stage ballasts (if needed)
- Temporary "No Parking" enforced

Saturday – Continued setup, festival

- 9am Granfalloon to close 100 N and 100 S Washington St and alleyway access to 100-200 E Kirkwood Ave with water barricades; include no through traffic signage
 - o Washington Ave will still allow for emergency vehicle access no structures

• 9:30am – Second water fill

- All Granfalloon water barricades
- 2 BHM water barricades on east side of 100 E Kirkwood
- 10am Granfalloon will setup bike-rack fencing on 200 E Kirkwood
- Maintain 12 ft safety corridor from Walnut to Lincoln (west -> east)
- Temporary "No Parking" enforced

Saturday/Sunday (immediately after concert) – Stage teardown, clean-up

- 100 W Kirkwood + 100 W 6th Street open after BHM
- 100 N + 100 S Washington Street open after Main Stage Concert
- All rented equipment removed from streets and sidewalks (excluding stage)
- Granfalloon to remove "No Parking" signs

Sunday – Stage teardown

• Stage teardown

Monday

• 9am - City to open 100-200 E Kirkwood as desired

Snapshot of Event:

Event: Location: Date: Time: Tickets: Attendance:	Granfalloon Main Stage Concert + Bloomington Handmade Market Kirkwood Avenue (100 W, 100-200 E Block), 6 th St (100 W), Washington St (100 N – 100 S) Saturday, June 7, 2025 10am – 11pm Free and open to the public 10,000
TIMELINE	
Friday,	June 6
	12pm-Late – close down 200 E Kirkwood; stage and equipment setup
Saturda	ay, June 7
	6am – Close down remaining streets; begin Handmade Market setup
	8am – Finalize Granfalloon stage setup; continue Granfalloon equipment setup
	9am – Sound Checks begin; DHS A&E Permit Check
	10am – Finalize tent and fencing setup; begin Granfalloon partner booth and BHM setup 4pm – Concert "opens;" partner booths and BHM end
	5pm – Performances start
	10pm – Concert ends, clean up begins
	11pm - Curfew

Command/Leadership & Instructions: (During the Event)

Adrian Starnes, Arts & Humanities Council Associate Director – (812) 650-2923 Gerard Pannekoek, Arts & Humanities Program Coordinator – (219) 476-5887 Natalie Almanza, Arts & Humanities Program Coordinator – (312) 316-6293 Mike Schwandt, Lighting/Sound Director – (812) 360-1467

Space Information

The event will take place on East Kirkwood Avenue utilizing blocks 100-200 E and Washington Street utilizing blocks 100 N - 100 S. The streets in use will be closed off to car traffic during the event and several spaces on the 200 block will be fenced off using bike rack fencing. The event space will be setup similarly to last year's event and other large events held in that space (ie Pridefest). The Granfalloon space (200 Block) will be managed by Arts and Humanities Council staff in coordination with IU Events, CSC Security, and the City of Bloomington Police and Fire Department. The Bloomington Handmade Market space (around the Courthouse) will be managed by their own staff in coordination with Arts and Humanities Council staff. Additional Granfalloon activities will be going on inside the Buskirk-Chumley Theater, the Monroe County Public Library, and on the IU Bloomington campus near the sample gates and Dunn Woods. A few food trucks will be parked in and around the event area. Temporary restrooms and sanitation areas will be available for attendees in the 6th and Lincoln parking lot.

Granfalloon 2025 Emergency Plan Considerations



Safety and Security Information

- City of Bloomington will provide bollards and barricades for all closed roads and alleyway access points.
- Bike rack fencing to be set up around VIP area, Pit area, backstage area, and beer garden area. All areas will also be staffed by the Arts and Humanities Council, IU Events, and security personnel to manage access and crowding.
- IU's security partner, CSC, will be employed to manage security in the Granfalloon area before and during the concert. They will be stationed in front of the stage, backstage, in the VIP area, and in the pit area as well as making sweeps through the festival area.
- Bloomington Police Department and Fire Department will be on-standby in case of emergencies

Medical Planning:

- IU's EMT partner, Lifeline, will be employed to be onsite during the event
- 911 will be used in the event of emergencies.

Response Planning

All emergency responses will be coordinated through event leaders. Event leaders will communicate via walkietalkies and communicate information as needed to broader festival staff via cell phone. The emergency planning meeting point for in-person communication will be at the Command Center, located inside the Graduate Hotel on the 3rd floor. All major decisions regarding festival safety/security to come from the A&H Council Director in coordination with IU Event Services.

Emergency instructions will be made to all concert attendees over the PA as well as through festival staff. Festival staff will check in with festival leadership once information has been relayed. Festival leadership will check-in with staff as needed during the festival and in response to emergency situations.

Weather Planning:

Event staff and sound/lighting crew will be checking weather reports (via the weather.com mobile application and through the National Oceanic and Atmospheric Administration's website at <u>www.noaa.gov</u>) and consulting with IU University Emergency Management and Continuity and IU Events about cancelling the If the weather report looks questionable, we will call IU Emergency Management at 8am on the day of the event to get the most up to date weather information, and a decision as to the continuation of the event will made by 9am. In the case of sudden inclement weather, a notice will go out to all festival staff over cell phone and festival staff will instruct attendees to take shelter in the nearest building and an announcement will be made to all festival attendees over the PA to exit the premises and seek shelter. In the event of severe weather, artists and staff will take shelter in the Graduate and Buskirk-Chumley Theater. See weather guidelines below.

Recommended Event Weather Guidance For Outdoor Events For Activities

Granfalloon 2025 Emergency Plan Considerations

Proposed EAS Level	Threat	Distance	Time for observed threat *Note times can vary	Safety Actions
Extreme	Forecast or observed thunderstorm/lightning/hail	Less than 10 miles from any point of venue	Less than 30 min	Event activities are suspended. Staff, participants, & volunteers are directed to proper shelters
High	Forecast or observed thunderstorm/lightning/hail	10-30 miles from any point of venue	30 min	Event activities are suspended. A mandatory evacuation of the venue begins
Moderate	Forecast or observed thunderstorm/lightning/hail	30-50 miles away from any point of venue.	45 Min	Weather is monitored event officials are notified of elevated lightning monitoring. Voluntary evacuation begins.
Low	Forecast or observed thunderstorm/lightning/hail	Greater than 50 miles away from any point of venue	60 Min	Weather is monitored event officials are notified of elevated lightning monitoring. Voluntary evacuation begins.

- High winds; gusts over 25 mph or sustained winds over 15 mph, will require immediate evacuation and the lowering of any high-standing equipment
 - Wind gust information would be monitored as a part of the overall weather monitoring for the event. Most online resources will report gust speeds.
- Equipment requiring actionable items for various conditions should be included. Sometimes warranties, University policy and/or best practices provide details to be considered.
 - All electrical equipment and connections should be covered or bagged in the event of light rain and deactivated in heavy or persistent rain.

Waste and Recycling Management Plan

Event name: Granfalloon Mainstage Concert + Bloomington Handmade Market **Number of expected attendees**: 10,000 **Number of food vendors**: 5-8 food trucks, local restaurants **Number of other vendors**: 5-6 alcohol vendors

Designated waste and recycling manager: Gerard Pannekoek

Event map: Attached to application. We will utilize permanent current city trash containers + 15 additional waste bins and 15 additional recycling bins. IU Facility Operations will dispose of waste and recycling in additional bins.

Targeted waste:

Type of waste	Collection plan
Co-mingled recyclable	Collect waste in rented bins and move to larger dumpster during/after festival; festival signs and volunteers will ensure non-recyclable wasted isn't put in co-mingled recyclable bins
Non-recyclable Waste	Collect waste in rented bins and move to larger dumpster during/after festival; will use festival signage to designate non-recyclable bins

Collection and hauling system: The festival will have non-recyclable waste and co-mingled recycling bins located along Kirkwood Avenue and Washington Street. They will be spaced intermittently for easy access by attendees in all areas of the festival. We will provide signage that will clearly indicate which bins are used for waste and which bins are used for recycling. IU Facility Operations will empty the bins as needed throughout the festival, replace the bin bags, and manage the disposal of filled bags. They will also lead the cleanup effort immediately after the festival.

Vendor and volunteer education and training: We are working closely with local restaurants to provide food and drink options at the festival. We will communicate directly with these restaurants about festival waste management practices. Food trucks vendors will also receive information beforehand about expectations for appropriate use of the waste and recycling bins.

We will offer volunteer training prior to the festival and on-site before each volunteer shift. Festival volunteers will be trained on festival waste management practices and best practices for informing attendees of festival waste practices.

Materials and supplies: In addition to the City's waste and recycling bins, we will provide 15 waste bins, 15 recycling bins, bin bags, and signage. IU Facility Operations will empty the bins as needed throughout the festival, replace the bin bags, and manage the disposal of filled bags. Festival staff and volunteers will be equipped with protective gloves and trash pickers for waste pickup as needed.

Designation of duties: The Waste and Recycling Manager will coordinate with IU Facility Operations to ensure that collection and hauling needs are met. The Volunteer Coordinator will work with volunteers to ensure effective communication to attendees about festival waste and recycling practices.



Bloomington

April 23, 2025

Dear Downtown Area Resident or Business Owner,

We are writing to let you know that the IU Arts & Humanities Council will host its annual Granfalloon Festival Main Stage Concert again in early June 2025. The festival, which celebrates Bloomington as both a wellspring of and destination for high level arts and ideas, will feature numerous events in multiple locations over the span of a few weeks and include dozens of local artists, musicians, writers, creators, and thinkers. We are excited to be working again with the Bloomington Handmade Market, the IU Writers' Conference, and many other local businesses and organizations, for this dynamic kickoff of Bloomington's summer arts season.

On Saturday, June 7th, both the Granfalloon Main Stage Concert and Bloomington Handmade Market Summer Fair will take place in downtown Bloomington from 10:00 am to roughly 10:00 pm. These events will require several road closures – 100-200 East Kirkwood Avenue, 100 West Kirkwood Avenue, and 100 West 6th Street – beginning on Friday, June 6th. We will also have a closure on the 100 N and 100 S blocks of Washington Street for pedestrian safety on the day of the events. Please see the map and public meeting notice included with this letter for more information.

Thank you for your attention to this matter. I hope we can work together to make this a successful event for our community and all nearby residents, businesses, and organizations. If you have any questions or suggestions, please reach out to us at <u>ahcounc@iu.edu</u>.

Sincerely,

IU Arts and Humanities Council

NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for the 2025 Granfalloon Main Stage Concert and Bloomington Handmade Market.

The Board of Public Works meeting to hear this request will be **Tuesday**, **May 6**. Board of Public Works meetings are held virtually via zoom. Zoom information can 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 this information.

The proposal for <u>Granfalloon Main Stage Concert and Bloomington Handmade Market</u> will be on file and may be examined in the Public Works Office on **Friday**, **May 2** prior to the **Tuesday**, **May 6** 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 812.349.3410 or email <u>public.works@bloomington.in.gov</u>. 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: IU Arts and Humanities Council (ahcounc@iu.edu) DATE: April 23, 2025



BLOOMINGTON HANDMADE MARKET

April 28, 2025

Dear Downtown Area Resident or Business Owner,

We are writing to let you know that the Bloomington Handmade Market will hold our annual outdoor craft fair on June 7, 2025. The Market works with over 100 artists from the tri-state area, bringing in thousands of patrons of the arts to our downtown streets. We also collaborate with the IU Arts and Humanities Granfalloon concert that takes place just after the Market ends on Saturday.

On Saturday, June 7th ,Bloomington Handmade Market will run from 10a-4pm with set up and tear down the three hours prior and after. The Market will take place on the Courthouse Lawn and also the adjoining blocks to the Courthouse; 6th Streets and Kirkwood Ave. between College and Walnut. Please see the map and public meeting notice included with this letter for more information, as our event does collaborate and coincide with the IU Arts and Humanities Granfalloon concert which also takes place on several blocks of Kirkwood Ave.

Thank you for your attention to this matter. I hope we can work together to make this a successful event for our community and all nearby residents, businesses, and organizations. If you have any questions or suggestions, please reach out to us at bloomingtonhandmademarket@gmail.com

Sincerely, Talia Halliday Bloomington Handmade Market





Board of Public Works Staff Report

•	
Project/Event:	2025 4 th & Rogers Block Party
Petitioner/Representative:	Lauren Kniss, Director FAR Center for Contemporary Arts
Staff Representative:	Cassie Werne, Special Projects and Operations Manager
Date of Event:	Friday, June 6, 2025
Date of Board Meeting:	Tuesday, May 6, 2025

Report:

6th Annual 4th and Rogers Block Party celebrates the neighborhoods surrounding Fourth and Rogers Streets including Gallery Walk art openings at the Pictura Gallery/FAR Center, I Fell, and BFA Supply with participation from neighbor organizations and businesses. Previous year's partners included Limestone Post, Lotus, rock paper scissors, Rhett Skateboarding, Monroe County Democrats, WFHB, Persimmon Inn, Downtown Bloomington Inc, Indiana Recovery Alliance, Satori Martial Arts, and more. These organizations had tables set up with info, giveaways, live music, and family-friendly activities. Various food truck options along with live music is planned.

The block party will take place Friday, June 6 with setup at 3pm and teardown at 10pm.

Requested right of way closures include:

• W 4th street between alley on 400 block and alley on 500 block

The following plans and Certificate of Liability are included in the application:

- Site plan
- Maintenance of traffic plan
- Timeline of event
- Emergency Action Plan
- Waste Management Plan
- Notification Letters

2 weeks prior to the event, event organizers will submit the following:

Alcohol licenses/permits for vendors dispensing/selling

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2025-034 4th and Rogers Block Party

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, the FAR Center for Contemporary Arts is organizing the 4th and Rogers Block Party, on Friday, June 6, 2025, to take place on 4th Street; and

WHEREAS, the FAR Center for Contemporary Arts has requested that the Board of Public Works allow them to close 4th Street east of Rogers Street between Rogers and Madison, and 4th Street west of Rogers between Rogers and the alley to the west of Prospect Hill Place to vehicular traffic during the Block Party; and

WHEREAS, FAR Center for Contemporary Arts has agreed to comply with the special event requirements listed in this Resolution.

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

- 1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
- 2. The City of Bloomington Board of Public Works (hereinafter "City") declares that FAR Center for Contemporary Arts may close W. 4th Street directly in front of the FAR center, between the alleyway and the west side of Rogers Street; and W Rogers Street directly in front of Rainbow Bakery between the alleyway and the east side of Rogers Street, as indicated on the attached application marked as **Exhibit A**, incorporated into this Resolution by reference. These locations will be closed from 3:00 p.m. on Friday June 06, 2025 until 10 p.m. on June 6, 2025 for the event.
- 3. FAR Center for Contemporary Arts 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.
- 4. FAR Center for Contemporary Arts shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
- 5. The City of Bloomington will provide and set up barricades not before 6:00 p.m. on June 03, 2022. The barricades will be removed by 3:00 a.m. on Sunday, June 05, 2022.
- 6. FAR Center for Contemporary Arts shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all "no parking" signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and collect all trash can/receptacles. Clean-up shall be completed by 10:00 p.m. on June 6, 2025.
- 7. 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 hours of 5:00 and 9:00 p.m. on Friday,

June 6, 2025.

- 8. FAR Center for Contemporary Arts shall be responsible for obtaining any and all required permits, including, but not limited to, alcohol permits, as well as being responsible for all legal and financial expenditures.
- 9. FAR Center for Contemporary Arts shall provide the City with a General Liability Certificate of Insurance in the amount of, at least, \$1,000,000 per occurrence and \$2,000,000 aggregate. Such Certificate shall list the City of Bloomington as an additional insured and shall be provided to the City at least two weeks prior to the event.
- 10. FAR Center for Contemporary Arts shall be solely responsible for any and all licenses or permissions relating to copyright or intellectual property required for any art or performance at the festival.
- 11. FAR Center for Contemporary Arts 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.
- 12. FAR Center for Contemporary Arts shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the event, a copy of which Rogers Block Party event organizers agree to submit to the City at least two weeks prior to June 6th, 2025.
- 13. In the event FAR Center for Contemporary Arts allows mobile food vendor units, as defined by Bloomington Municipal Code Chapter 4.28, and/or pushcarts, as defined by Bloomington Municipal Code Chapter 4.30, to locate inside of their Special Event area, the following additional conditions shall specifically apply to any mobile food vendor units and/or pushcarts:
 - a. Shall obtain a permit from the Monroe County Health Department;
 - b. If a spark, flame or fire is used, an open burn permit from Bloomington Fire Department shall be obtained;
 - c. Shall not attach any portion of their unit or cart to a building, tree, telephone pole, streetlight pole, traffic signal pole or fire hydrant;
 - d. Shall not use any public electrical outlet;
 - e. Shall only be permitted to utilize a private electrical outlet if a licensed electrician has provided written documentation that said outlet is capable of handling the unit or pushcart's electrical needs;
 - f. Shall serve their food and beverages in containers that do not allow the food or beverages to fall onto the street or sidewalk.
 - g. If utilizing a grill or device that results in a spark, flame or fire shall do the following: locate at least 20 feet away from a building; provide a barrier between the grill or device and the public; not allow the spark or flame to exceed 12 inches in height; and have a fire extinguisher within reaching distance;
 - h. Shall contain an approved grease interceptor or grease trap;
 - i. If a generator is utilized, the generators shall not exceed 70dBa;
 - j. Shall maintain the food storage areas in a manner that are free from rats, mice, flies and other insects or vermin.
- 14. In consideration for the use of the City's property and to the fullest extent permitted by law, FAR Center for Contemporary Arts, 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.

15. ______, by signing this agreement, represents that they have been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS THE 6th DAY OF MAY, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-32 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

FAR Center for Contemporary Arts:

Date: _____

Signature

Printed Name, Title



City of Bloomington Public Works (BPW) bloomington.in.gov 401 N Morton ST Suite 120 PO Box 100 Bloomington IN 47404

Phone: (812) 349-3410 Fax: (812) 349-3567 public.works@bloomington.in.gov City Permit #: SE2025-0007 Application Date: 4/11/2025

Application For Special Event Permit To The Board of Public Works

Applicant Heather Elise Farmer 1509 E Dunstan Drive Bloomington IN 47401 Applicant Lauren Kniss 202 S Rogers Street Bloomington IN 47404

Overview

Event Description

6th Annual 4th and Rogers Block Party to celebrate the neighborhoods surrounding Fourth and Rogers Streets. Includes Gallery Walk art openings at the Pictura Gallery/FAR Center, I Fell, and BFA Supply with participation from neighbor organizations and businesses. Previous year's partners included Limestone Post, Lotus, rock paper scissors, Rhett Skateboarding, Monroe County Democrats, WFHB, Persimmon Inn, Downtown Bloomington Inc, Indiana Recovery Alliance, Satori Martial Arts, and more. These organizations had tables set up with info, giveaways, live music, and family-friendly activities. Various food truck options along with live music is planned.

Please check all boxes that apply. For example, if your event is a festival and also includes a public art installation, please check both boxes.

Festival/Community Event	
Neighborhood Block Party	Checked
Public Art Installation	
Run/Walk/Parade	
Other	
Setup - Date and Time	06/06/2025 3pm
Start - Date and Time	06/06/2025 5pm
End - Date and Time	06/06/2025 9pm
Teardown - Date and Time	06/06/2025 10pm
Expected Number of Participants	300
Event Classification	Non-Profit

Financial

Will you be charging admission?	No
If yes, please describe admission including amount, who admission will benefit, etc.:	
Will you be collecting donations?	No

Right of Way

Which public rights of way are you requesting to use/close? Please check all boxes that apply.

Street(s)	Checked
Sidewalk(s)	Checked
Metered Parking Space(s)	Checked
Please describe location of public rights of way you are requesting to use/close:	400 & 500 blocks of West Fourth Street, on either side of Rogers

Street	To Street	From Street	Closing /Opening	Date
W 4th Street	Alley between Rogers and Madison	Alley between Jackson and Rogers	Closing	6/6/2025 3 PM
W 4th Street	Alley between Rogers and Madison	Alley between Jackson and Rogers	Opening	6/6/2025 11 PM

Is this event on Indiana University No campus?

If yes, has this event been approved by Will Keaton, IUPD-Bloomington Special Events Coordinator, and the IUB Office of Student Life?

Emergency

Who is responsible for overall event	Lauren Kniss
safety and coordinating emergency	703-915-5626
response? Please provide contact	
name and phone number.	

Please provide your plan of action for each emergency scenario below:

Medical Emergencies	For any medical emergencies, organizers will contact authorities by calling 911.
Severe Weather	We closely monitor weather leading up to the event since it is a outdoor event, and we would determine based upon weather reports if we need to cancel the event. If needed, event goers can seek shelter inside of FAR and inside of Bloomington Fine Art Supply and IFell Gallery.
Fire/Evacuation	This is an outdoor event, but FAR Center for Contemporary Arts has a evacuation plan in place for any building issues that happen at 202 S Rogers Street, along with fire alarms to alert the fire department. Assistance would also be provided by Security Pro 24-7 security guards on site.
Lost or Missing Persons	Organizers and partners of the event are all in close contact during the event and would quickly spread the word to alert the participants to any lost or missing persons. We would also alert any local authorities by calling 911. Assistance would also be provided by Security Pro 24-7 security guards on site.
Other	

Have you arranged for security at your event?	Yes
If yes, who will be providing security?	Security Pro 24-7
Waste	
Who is responsible for event clean-up and ensuring trash and recycling are properly disposed of? Please provide contact name and phone number.	Montana Watson 317-509-1633
Will you have food vendor(s)?	Yes
If yes, please name the food vendors:	TBD. In the past, we have had Pili's Party Tacos and Top Shotta Jerk Chicken as our food truck vendors and Rasta Pops and Bettys Hot Dogs as food cart vendors.
Will you have alcohol vendor(s)?	Yes
If yes, please name the alcohol vendors:	The Back Door
What types of waste will need to be collected i.e. food waste, beverage containers, etc.?	Food waste, beverage containers, general trash.
What is your plan to collect and dispose of trash and recycling?	Ava's Waste Removal will deliver a temporary dumpster, placed behind BFA Supply. Clearly marked Trash and Recycling Bins will be placed in pairs along 4th street. All Trash and Recycling Bins will be checked regularly throughout the duration of the Block Party by the Waste and Recycling Manager. Bags will be removed and replaced, and contents moved to the collection area behind BFA Supply for sorting and emptied into the dumpster or shared recycling bins.
What vendor will provide waste bins and collection service?	Organizers of the event will provide the waste bins and Ava's Waste Removal is the collection service.
Will you be providing portable toilets?	No
If yes, how many portable toilets?	
If yes, what company is providing the portable toilets?	

Noise & Entertainment

Please check all sources of noise below that will be present at your event:

Live Music	Checked
Recorded Music i.e. DJ, etc.	Checked
Loudspeaker	
Other	
Will the noise be amplified?	Yes

Please describe event entertainment and associated infrastructure including stage, sound amplification equipment, etc.?	We will have a stage set up and live DJ's playing from WFHB, and a live band, Sweet Poison Victim. They will be providing their own audio and speaker equipment.
What will be the power source for equipment?	FAR will provide the power for the live music.
Describe any other electrical needs:	
Have you notified businesses/residents impacted by your event?	No
Which businesses/residents have been notified?	All neighbors with addresses that would be affected by the road closure and noise will receive the notification letter, and all neighbors in a much larger radius are invited to attend. As soon as we know the date of the Public Works meeting, we will send out the letters.
When did you notify businesses/ residents impacted by the event?	-

Insurance

Do you agree to submit Certificate of Liability 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 at least 2 weeks prior to your event or earlier? Yes

2025 Fourth And Rogers Block Party

Friday, June 6th, 5pm to 9pm

Waste & Recycling + Maintenance of Traffic Plan







Fourth and Rogers 6th Annual Block Party

Timeline of Events

All Events take place on Friday June 6th

Prior to 3:00 pm - Barricades dropped off by the City of Bloomington. Type III Barricades with Road closed signs attached are dropped off by Master Rentals.

2:30 pm - Food trucks arrive and park in designated spots within the area of 4th Street that will be blocked off.

3:00 pm - Barricades are placed by Block Party staff then filled by the Fire Department.

3:00 pm - Once barricades are in place and filled, vendors and participants begin to set up. Stage is set up, and trash/recycling bins, along with tables and chairs are placed.

- 5:00 pm Block Party begins!
- 5:00 pm 8:00 pm WFHB DJ's Live Set
- 6:00 pm Trash/Recycling emptied
- 7:00 pm Trash/Recycling emptied
- 8:00 pm Trash/Recycling emptied
- 8:00 pm 9:00 pm Sweet Poison Victim plays live
- 9:00 pm Trash/Recycling emptied
- 9:00 pm Teardown begins

9:30 pm - Once it is safe, orange barricades are emptied by Block Party staff, and moved to the side to allow food trucks to leave and open the street to traffic.

10:30 pm - Tear down is completed for all activities and vendors on 4th street.

Waste and Recycling Management Plan

Event name: 4th and Rogers Block Party 2025 Number of expected attendees: 300-400 Number of food vendors: 6+ Number of other vendors: 20+

Designated waste and recycling manager: Montana Watson

Event map: Map Attached

Type of waste Mixed paper, cans, glass, plastics Trash and Food Waste **Collection plan** 5 bins provided by DBI 5 bins provided by Block Party Organizers

Collection and hauling system: Ava's Waste Removal will deliver a temporary dumpster, placed behind BFA Supply. Clearly marked Trash and Recycling Bins will be placed in pairs along 4th street. All Trash and Recycling Bins will be checked regularly throughout the duration of the Block Party by the Waste and Recycling Manager. Bags will be removed and replaced, and contents moved to the collection area behind BFA Supply for sorting and emptied into the dumpster or shared recycling bins

Vendor and volunteer education and training: The Waste and Recycling Manager will coordinate with the Block Party organizers to educate a set of volunteers with instructions on guiding participants to the appropriate bins, emptying bins, and maintaining the collection area behind I Fell Gallery.

Materials and supplies: 5 Bins for Recycling, and 5 Bins for Trash Collection, 1 dumpster for trash collection and a collection of shared recycling containers from Block Party Organizers. Clear signage on all bins, along with maps marking locations of bins posted throughout the Block Party.

Designation of duties: Waste and Recycling Manager Montana Watson, will coordinate with representatives from the Block Party Organizers, including Lauren Kniss at FAR Center for Contemporary Arts, and Heather Farmer at BFA Supply, along with a group of volunteers.



NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for the 2025 4th and Rogers Block Party.

The Board of Public Works meeting to hear this request will be . Board of Public Works meetings are held virtually via zoom. Zoom information can 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 this information.

The proposal for will be on file and may be examined in the Public Works office on the Friday prior to the 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: FAR Center for Contemporary Arts DATE: April 2, 2025

NOTIFICATION OF STREET CLOSURE

Friday, June 6, 2025 | 3pm to 10 pm | 400 & 500 blocks of West Fourth Street CONTACT: Lauren Kniss (FAR Center for Contemporary Arts): <u>lauren@thefar.org</u>

Hello neighbor!

On the afternoon of Friday, June 6, 2024, we are closing parts of West Fourth Street for our neighborhood block party and we hope you will attend! We are celebrating First Friday gallery events at the FAR Center for Contemporary Arts, I Fell, and BFA Supply. There will be food, and drink, music, activities for kids, and more. West Fourth Street will be closed for one half block on either side of Rogers Street, ending at the alley next to Prospect Hill Place to the west and the alley next to Madison Downtown Apartments to the east (Rogers will remain open).

That means that all of the parking on these blocks, as well as drive-up access, will be restricted during the timeframe above. Please get in touch if we can help mitigate any inconvenience this might cause you.

We hope you will join us at the block party, and thanks in advance for your flexibility. If you are interested in participating in the organization of this or similar future events, please get in touch!

Lauren Kniss | FAR Center for Contemporary Arts / Pictura Gallery Heather Farmer | Bloomington Fine Art Supply






CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2025

1.1									1/-	31/2025	
C B	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.										
	IPORTANT: If the certificate holder SUBROGATION IS WAIVED, subject										
	is certificate does not confer rights							equite un endereement			
	DUCER				CONTA NAME:		/				
	y Agency							FAX	812-33	2_3646	
	3 West Grand River Ave #1 well MI 48843				PHONE (A/C, No. Ext): 812-353-6494 E-MAIL ADDRESS: allisonengland@acrisure.com						
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								MED EXP (Any one person)	\$ 5,000		
								PERSONAL & ADV INJURY	\$ 1,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	,	
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								FRODUCTS - COMF/OF AGG	\$ 2,000	,000	
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	OWNED SCHEDULED							,	\$		
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В	AND EMPLOYERS' LIABILITY			XWS58693998		3/19/2024	3/19/2025	A STATUTE ER			
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$ 100,0		
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE			
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 500,0	00	
	CRIPTION OF OPERATIONS / LOCATIONS / VEHI City of Bloomington is listed as addition				le, may b	e attached if more	e space is require	ed)			
					CAN	ELLATION					
CERTIFICATE HOLDER The City of Bloomington 401 N Morton Street #250 Bloomington IN					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
				Hours Derriman							

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Project/Event:	Pushcart in Right of Way
PW Resolution No:	2025-32
Petitioner/Representative:	Cole Cochran, Owner of DTID Pizza, Inc (dba Dominos)
Staff Representative:	Susan Coates
Meeting Date:	5/6/2025

DTID Pizza, Inc (dba Dominos), by its owner, Cole Cochran, has applied for a Pushcart Vendor License to operate a food push cart. 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 pre-packaged food via a mobile pushcart.

This application is for 1 year.

Staff is supportive of the request.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2025-32 Pushcart in Public Right of Way DTID Pizza, Inc (dba Dominos)

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, DTID Pizza, Inc (dba Dominos) ("Vendor"), is seeking a Pushcart Vendor License under Bloomington Municipal Code 4.3;

WHEREAS, the issuance of a Pushcart Vendor License under Bloomington Municipal Code 4.3 requires Vendor to submit documentation to the City—set forth at Bloomington Municipal Code 4.30.050—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 4.3 and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.30.150;

WHEREAS, Vendor desires to be able to use "City property" as defined in Bloomington Municipal Code 4.30.130, which includes public on-street parking, on a temporary and transient basis for the purpose of selling prepackaged food via a mobile pushcart; 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 pre-packaged food via a mobile pushcart for 1 year beginning 5/6/2025, and ending 5/6/2026.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.3 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 pushcart without a business license is a violation of Bloomington Municipal Code 4.30.170(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 4.3 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 Pushcart license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Pushcart 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 4.3 (Pushcarts), 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 6th DAY OF MAY, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-32 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Date: _____

Cole Cochran DTID Pizza, Inc (dba Dominos)



Business License Cover Sheet

Business Name	DTID Pizza, Inc (dba Dominos)
License Type	Pushcart License
Contact	Cole Cochran
Phone	219-743-9410
Email	cole.cochran@dtidpizza.com
BPW Resolution No (if applicable)	2025-32
Issue Date of License	5/6/2025
Expiration Date of License	5/6/2026
Scanned?	
Renewal Date for License	5/6/2026
Department Head	Jane Kupersmith
Record Destruction Date	5/6/2029
ESD Tracking No	N/A
Document Digital Filing Location	G: ESD Shared: >SMALL BUSINESS DEVELOPMENT > LICENSING > LICENSES > PUSHCART LICENSE > Businesses

DTID PIZZA Domenos Pizza



PUSHCART LICENSE APPLICATION

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

1. License Length and Fee Application

Length of 1 Year - \$350 License: •

2. Applicant Information

Name:	Cole Cochran		
Title/Position:	District Manager		
Date of Birth:	06/23/1993		
Address:	200 N Smith Road #b		ran ne e a cancerannanan rara anna raaannaaa guuna namaana fuu ar
City, State, Zip:	Bloomington, IN 47408		
E-Mail Address:	Cole.Cochran@dtidpizza.com		
Phone Number:		Mobile Phone:	2197439410

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 for the city.									
Name:	Viktor Belaiv	iktor Belaiv							
Address:	908 N walnut St								
City, State, Zip:	Bloiomington, IN 47404								
E-Mail Address:	Viktor.Belaiv@dtidpizza.com								
Phone Number:		Mobile Phone:	3177480842						

Received in ESD APR 16 2025

4. Company Information

Name of Employer:	DTID Pizza		Dominues.						
Address of Employer:	908 N w	08 N walnut							
City, State, Zip:	Bloomington, I	oomington, IN 47404							
Employment Start Date:			End Date (If known):						
Phone Number:	3177480842								
Website / Email:									
Company is a:	Limited Liability Corporation (LLC)	Corporation	Partnership	Sole Proprietor	Other:				

5. Company Officer Information

me	Address			
Michael Harding	PO box 756, Bloomington, IN 47401			
Viktor Belaiv	PO box 756, Bloomington, IN 47401			
	aanaana teroorin oo daa aanaa madaa aanaa aanaa ahaa ahaa ahaa ahaa aha			
	ine interesting and the second s			

6. Company Incorporation Information (For Corporations and LLC's Only)

Date of incorporation or organization:	09/22/2015
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

10" prepackaged pizzas						
Planned hours of operation:	10pm-1am					
Place or places where you will conduct business (If private property, attach written permission from property owner):	908 N walnut parking lot of our own business					
Scaled site plan showing the location of the proposed pushcart 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 Bloomington, or a different municipality, revoked?	Yes 🗌	No 🔳				
(If Yes) Provide details						

DTID PizzA. Dominos.



For City Of Bloomington Use Only

Date Received: Received in I	ESD Received By:	Date Approved:	Approved By:
Contraction of the second second second second			

APR 16 2025

14/16- Gentemail to Cole re- missing Docs:



RETENTION 5

DED

CERTIFICATE OF LIABILITY INSURANCE

JGAMBRELL

DATE (MM/DD/YYYY)

OTH-ER

X PER STATUTE

DTIDPIZ-01

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If	MPORTANT: If the certificate holder SUBROGATION IS WAIVED, subject his certificate does not confer rights to	ct to	the	terms and conditions of the	e policy, certain	policies may			
	DUCER				ONTACT Jana Ga				
Acr	isure Southeast Specialty Insurance A	gen	cy, L	10	HONE VC, No, Ext): (800) 2		FAX (A/C, No):		
	Gunter Ave ntersville, AL 35976			E	MAIL DDRESS: jgambre	ll@acrisure			
					Calendary and the second	2427-27.110	ING COVERAGE		NAIC #
				IN		a second s	pirit Insurance Compa	ny	33723
INSL	URED				SURER B :				
	DTID Pizza Inc., DTID Wolver	izza	, LLC, Harding	SURER C : Great A	merican Al	liance Insurance Com	pany	26832	
	Enterprises, LLC PO Box 756		IN	SURER D : Techno	logy Insura	ance Company, Inc		42376	
	Bloomington, IN 47402			IN	SURER E 1	1.1.1.1.1			
L.,				IN	SURER F :		Sector sector sector		
co	VERAGES CER	TIFIC	CAT	E NUMBER:			REVISION NUMBER:		
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		^	^				MED EXP (Any one person)	¢	10,000
							PERSONAL & ADV INJURY	*	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
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1	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea.accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS						BODILY (NJURY (Per accident)	\$	
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	OFFICER/MEMBER EXCLUDEO? (Mandatory in NH)	N/A			1.2.2.4	E.L. DISEASE - EA		\$	1,000,000	
1	If yes, describe under DESCRIPTION OF OPERATIONS below		4			E.L. DISEASE - PO	and the second second		1,000,000	
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CE	RTIFICATE HOLDER			CANCELLATION						
	Aramark Supply Chain M 2400 Market Street, 8th F	Managemer Floor	nt		N DATE T	DESCRIBED POLIC HEREOF, NOTICI ICY PROVISIONS.				
	Philadelphia, PA 19103			AUTHORIZED REPRESENTATIVE						
0.0	ORD 25 (2016/03)			@ 10	00 201E AC	CORD CORPOR	ATION	ALL -1-	a contract of the second second	

The ACORD name and logo are registered marks of ACORD



MAYOR KERRY THOMSON

CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT P 812-349-3418 F 812-349-3520

401 N Morton St Suite 130 PO Box 100 Bloomington, IN 47402

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:

- 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.

Cole Cochran

Name, Printed

04/15/2025 Date Release Signed

State of Indiana Office of the Secretary of State

CERTIFICATE OF INCORPORATION

of

DTID PIZZA, INC.

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above For-Profit Domestic Corporation has 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 Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, September 22, 2015.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, September 22, 2015

Corrie Lawson

CONNIE LAWSON, SECRETARY OF STATE

ARTICLES OF INCORPORATION

Formed pursuant to the provisions of the Indiana Business Corporation Law.

ARTICLE I - NAME AND PRINCIPAL OFFICE

DTID PIZZA, INC.

11081 SANDERS DR., FISHERS, IN 46038

ARTICLE II - REGISTERED OFFICE AND AGENT

UNITED STATES CORPORATION AGENTS, INC. 4010 WEST 86TH STREET, SUITE D, INDIANAPOLIS, IN 46268

The Signator represents that the registered agent named in the application has consented to the appointment of registered agent.

ARTICLE III – INCORPORATORS

CHEYENNE MOSELEY 101 N. BRAND BLVD., 10TH FLOOR, GLENDALE, CA 91203 Signature: CHEYENNE MOSELEY, LEGALZOOM.COM

ARTICLE IV – GENERAL INFORMATION

Number of Shares: 100,000 Effective Date: 9/22/2015

BUSINESS INFORMATION DIEGO MORALES INDIANA SECRETARY OF STATE 04/17/2025 12:18 PM

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Business Detai	lş				
Busir	ness Name:	DTID PIZZA, INC		Business ID:	
E	Intity Type:	Domestic For-Profi	it Corporation	Business Status:	Active
Cre	ation Date:	09/22/2015		Inactive Date:	
Principal Offic	e Address:	7220 Windsor Driv USA	e, Allentown, PA, 18106,	Expiration Date:	Perpetual
Jurisdiction of	Formation:	Indiana		Business Entity Report Due Date:	09/30/2025
				Years Due:	
Governing Pers	on Informs	ntion			
Title	Name		Address		
President	Michael Ha	rding	2621 E Pedigo Bay I	Dr, Bloomington, IN, 47401, U	SA
OWNER	MICHAEL	HARDING	P.O. Box 756, Bloon	nington, IN, 47402, USA	
Incorporators L	uformation				
Name		Title	Address		
CHEYENNE M	OSELEY	Incorporator	101 N. BRAND BLVD.,	10TH FLOOR, GLENDALE,	CA, 91203, USA
Registered Age	nt Informa	tion			
5			· 175 · 1 · 1 · · ·		
	34		cial Registered Agent		
	Name:	CCHA REGISTER	RED AGENT LLC		

Address: 2 N 9th St, Noblesville, IN, 46060, USA



MAYOR KERRY THOMSON

CITY OF BLOOMINGTON

401 N Morton St Suite 130 PO Box 100 Bloomington, IN 47402 DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT P 812-349-3418 F 812-349-3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.30.130 prohibits Pushcarts 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 Pushcart, I understand and agree that I cannot and will not operate my pushcart unit in a manner that would violate any of the below-listed location restrictions:

- No pushcart 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 pushcart serving food or beverages shall operate within fifty feet of any façade 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 pushcart is currently conducting business. The distance restriction only applies from an 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 pushcart shall locate in a street, street median strip or alleyway
- Pushcarts 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
- No pushcart 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 pushcart 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 pushcart shall be located within fifteen feet of any fire hydrant
- No pushcart shall locate within any zoning district except the following: Commercial General;
 Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional
- Pushcarts 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 pushcart to locate on said property
- No pushcart 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 pushcart shall park near an intersection and in a manner that blocks the lineof-sight of drivers using adjacent roadways

- No pushcart shall locate on the B-Line Trail except in the following permitted areas:
 - o Between the north side of Dodds Street and the south side of 2nd Street
 - o Between the north side of 3rd Street and the south side of 4th Street
 - o Between the north side of 6th Street and the south side of Fairview Street

I, the undersigned, understand that if I locate my pushcart in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name: Cole	
Signature:	
Signature: ////////////////////////////////////	



MAYOR KERRY THOMSON

CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT P 812-349-3418 F 812-349-3520

401 N Morton St Suite 130 PO Box 100 Bloomington, IN 47402

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.30.150 provides Standards of Conduct for all Pushcarts. 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 Pushcart 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:

- Pushcart 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 pushcart 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 pushcart may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone phones, streetlight poles, traffic signal poles or fire hydrants
- No pushcart may be used to advertise any product or service which is not authorized to be sold from that pushcart
- Each pushcart 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 pushcart may make use of any public or private electrical outlet while in operation;
- Each pushcart 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 pushcart shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington
 - Liquid from the pushcart 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 pushcart 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 pushcart
- No pushcart shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance

- Each pushcart 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
- Pushcarts 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
 - o The spark, flame or fire shall not exceed 12 inches in height
 - o A fire extinguisher shall be within reaching distance of the pushcart operator at all times
- Pushcart operators shall be required to obey the commands of law enforcement officers or fire
 officials with respect to activity carried out on City property, including, where possible, the removal
 of the pushcart and cessation of such sales
- No pushcart shall ever be left unattended
- Pushcarts shall not be stored, parked or left overnight on any City property
- All pushcarts 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 pushcart operators are required to collect and pay all applicable and appropriate sales taxes
- No pushcart shall provide customer seating unless approval has been given by the City's Board of Public Works and the City's Planning and Transportation Department
- All pushcarts shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- All pushcarts shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- No pushcarts shall have a drive-thru
- The decibels of any generator(s) associated with a pushcart 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 Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name:	
Signature:	
04/15/2025	





ServSafe

ServSafe[®] CERTIFICATION

JENNIFER RUSS

for successfully completing the standards set forth for the ServSafe" Food Protection Manager Certification Examination. which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CEP)

22459623

CERTIFICATE NUMBER

8/4/2022

DATE OF EXAMINATION Local laws apply. Check with your local maniatory national for recertification requirements

ciation Solutions

10781 FXAM FORM NUMBER

8/4/2027

DATE OF EXPIRATION



20651



The Servicele logo are trademarks of the NEAEF. National Restaurant Association ill and the arc design

Contact in with quantum at 233 S. Witcher Drive, Suits 1600, Chicago, K. 60606 d:383 or SarvSolwBradesratt org.



Project/Event:	Pushcart in Right of Way
PW Resolution No:	2025-035
Petitioner/Representative:	Kate Rosenbarger, Owner of Betty's Hot Dogs
Staff Representative:	Susan Coates
Meeting Date:	5/6/2025

Betty's Hot Dogs, by its owner, Kate Rosenbarger, has applied for a Pushcart Vendor License to operate a food push cart. 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 and beverage via a mobile pushcart.

This application is for 1 year.

Staff is supportive of the request.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2025-035 Pushcart in Public Right of Way Betty's Hot Dogs

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, Betty's Hot Dogs ("Vendor"), is seeking a Pushcart Vendor License under Bloomington Municipal Code 4.3;

WHEREAS, the issuance of a Pushcart Vendor License under Bloomington Municipal Code 4.3 requires Vendor to submit documentation to the City—set forth at Bloomington Municipal Code 4.30.050—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 4.3 and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.30.150;

WHEREAS, Vendor desires to be able to use "City property" as defined in Bloomington Municipal Code 4.30.130, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food and beverage via a mobile pushcart; 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 and beverage via a mobile pushcart for 1 year beginning 5/8/2025, and ending 5/8/2026.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.3 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 pushcart without a business license is a violation of Bloomington Municipal Code 4.30.170(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 4.3 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 Pushcart license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Pushcart 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 4.3 (Pushcarts), 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 6th DAY OF MAY, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-035 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Date: _____

Kate Rosenbarger Betty's Hot Dogs



Business License Cover Sheet

Business Name	Betty's Hot Dogs
License Type	Pushcart License
Contact	Kate Rosenbarger
Phone	812-219-4074
Email	bettysbtown@gmail.com
BPW Resolution No (if applicable)	2025-035
Issue Date of License	5/8/2025
Expiration Date of License	5/8/2026
Scanned?	
Renewal Date for License	5/8/2026
Department Head	Jane Kupersmith
Record Destruction Date	5/8/2029
ESD Tracking No	N/A
Document Digital Filing Location	G: ESD Shared: >SMALL BUSINESS DEVELOPMENT > LICENSING > LICENSES > PUSHCART LICENSE > Businesses



PUSHCART LICENSE APPLICATION

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

1. License Length and Fee Application

Length of License:

1 Year - \$350

2. Applicant Information

Name:	Kate Rosenbarger		
Title/Position:	Owner		
Date of Birth:	3/6/1983		
Address:	405 S. Madison Street		
City, State, Zip:	Bloomington, IN 47403		
E-Mail Address:	bettysbtown@gmail.com		
Phone Number:	812-219-4074	Mobile Phone:	

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

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

4. Company Information

4. company into	macion				
Name of Employer:	Betty's Hot D	Betty's Hot Dogs, LLC			
Address of Employer:	405 S. I	Madisor	n Street		
City, State, Zip:	Bloomington, I	N 47403			
Employment Start Date:	August	2024	End Date (If k	nown):	
Phone Number:	812-219-4074	812-219-4074			
Website / Email:	bettysbtown@	gmail.com			
Company is a:	Limited Liability Corporation (LLC)	Corporation	Partnership	Sole Proprietor	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.

Kate Rosenbarger	Name	Address
Image: Constraint of the second sec	Kate Rosenbarger	

6. Company Incorporation Information (For Corporations and LLC's Only)

Date of incorporation or organization:	August 23, 2023
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

Push cart selling hot dogs, sodas, and water.Push cart has two burners, cold holding area, a sink, and a water heater.

Planned hours of operation:	Varies - lunch time, ev	venings, events.
Place or places where you will conduct business (If private property, attach written permission from property owner):	Planning on setting up at allowable locations on Kirkwood, Morton, 4th Street. Various downtown locations.	
Scaled site plan showing the location of the proposed pushcart 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 Bloomington, or a different municipality, revoked?	Yes 🗌	No 🔳
(If Yes) Provide details		

8. Yo	u are required to secure, attach, and submit the following:
	 Proof of insurance in accordance with the limits described in Section 4.30.090 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.
	A copy of your business's registration with the Indiana Secretary of State.
	A copy of your Employer ID number
	A signed copy of the Prohibited Location Agreement
	A signed copy of the Standards of Conduct Agreement
	Fire inspection (if required)
	Picture of pushcart
	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

For City Of Bloomington Use Only				
Date Received:	Received By:	Date Approved:	Approved By:	

	-	-
6.13		10
AC	O	RD
	-	2.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/29/2025

CERTIFICATE DOES BELOW. THIS CERT REPRESENTATIVE OF IMPORTANT: If the c If SUBROGATION IS N	NOT AFFIRMAT IFICATE OF INS PRODUCER, A ertificate holder VAIVED, subject	VELY OR URANCE I ND THE CE is an ADDI to the term	F INFORMATION ONLY NEGATIVELY AMEND, DOES NOT CONSTITUT RTIFICATE HOLDER. FIONAL INSURED, the p ns and conditions of the icate holder in lieu of su	EXTE E A (oolicy(e poli	ND OR ALT CONTRACT ies) must ha cy, certain p	ER THE CO BETWEEN T ve ADDITION plicies may	VERAGE AFFORDED E HE ISSUING INSURER	SY THE (S), AU	POLICIES THORIZED		
RODUCER	or conter rights i	o ne ceran	reate notael in nea of sa	CONTA NAME:				_			
Mary E Bogard				PHONE			FAX (A/C, No):				
Goosehead Insurance	Adency			E-MAIL	o, Ext):	ard@aaacabr	(A/C, No):	_			
	s geniej		-	PHONE FAX (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS: mary.bogard@goosehead.com INSURER(S) AFFORDING COVERAGE NAIC #							
					INSURER(S) AFFORDING COVERAGE						
100000				INSURER A: Spinnaker Insurance Company 24							
NSURED					INSURER B :						
Betty's Hot Dogs, LLC	2		-	INSURER C :							
405 S Madison St				INSURE	ERD:						
Bloomington, IN 4740	3-2450			INSURE	ERE						
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COVERAGES	CER	TIFICATE	NUMBER:				REVISION NUMBER:				
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A			CSB-00145551-01		03/22/2025	03/22/2026	MED EXP (Any one person)				
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GEN'L AGGREGATE LIMIT							GENERAL AGGREGATE				
X POLICY PRO- JECT	LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000		0,000		
OTHER:							COMBINED SINGLE LIMIT	5 MIT			
AUTOMOBILE LIABILITY							(Ea accident)	5			
and the second sec	ANY AUTO OWNED AUTOS ONLY AUTOS						BODILY INJURY (Per person)	5			
AUTOS ONLY							BODILY INJURY (Per accident)	nt) S			
AUTOS ONLY	NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	5			
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UMBRELLA LIAB	OCCUR						EACH OCCURRENCE	5			
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WORKERS COMPENSATIO	N						PER OTH- STATUTE ER	1			
ANYPROPRIETOR/PARTNE	R/EXECUTIVE						E.L. EACH ACCIDENT	5			
OFFICER/MEMBEREXCLUE (Mandatory in NH)	DED?	N/A					E.L. DISEASE - EA EMPLOYEE				
If yes, describe under DESCRIPTION OF OPERA	FIONS below				· ·····		E.L. DISEASE - POLICY LIMIT	s	-		
DESONA HON OF CHENN	ITONO DOIDW				-						
ESCRIPTION OF OPERATIONS	/LOCATIONS / VEHIC	LES (ACORD 1	01, Additional Remarks Schedule	e, may b	e attached if mor	e space is requir	ed)		-		
The policy contains a The policy contains a Coverage is Primary	Blanket Waiver o	f Subrogatio									
CERTIFICATE HOLDER				CANCELLATION							
PROOF OF COVERAGE					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							

The ACORD name and logo are registered marks of ACORD



MAYOR KERRY THOMSON

CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT P 812-349-3418 F 812-349-3520

401 N Morton St Suite 130 PO Box 100 Bloomington, IN 47402

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.

Kate Rosenbarger

Name, Printed

Kate Rosenbarger

Signature



Date Release Signed

State of Indiana Office of the Secretary of State

Certificate of Organization of BETTY'S HOT DOGS, LLC

I, DIEGO MORALES, Secretary of State, hereby certify that Articles of Organization of the above Domestic Limited Liability Company 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 Wednesday, August 23, 2023.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 23, 2023.

iego Morales

DIEGO MORALES SECRETARY OF STATE

202308231718890 / 9996692

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

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

Date of this notice: 09-11-2023

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 G

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 93-3329982. 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.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

BETTYS HOT DOGS LLC BETTYS % KATHERINE ROSENBARGER SOLE MBR 405 S MADISON ST BLOOMINGTON, IN 47403

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is BETT. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

99999999999

Your	Telephone	Number	Best Time	to Ca	all DATE	OF THI	S NOTICE:	09-11-2023	
() –				EMPLC	YER ID	ENTIFICATIO	N NUMBER:	
					FORM:	SS-4		NOBOD	

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 BETTYS HOT DOGS LLC BETTYS % KATHERINE ROSENBARGER SOLE MBR 405 S MADISON ST BLOOMINGTON, IN 47403



MAYOR KERRY THOMSON CITY OF BLOOMINGTON

401 N Morton St Suite 130 PO Box 100 Bloomington, IN 47402 DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT P 812-349-3418 F 812-349-3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.30.130 prohibits Pushcarts 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 Pushcart, I understand and agree that I cannot and will not operate my pushcart unit in a manner that would violate any of the below-listed location restrictions:

- No pushcart 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 pushcart serving food or beverages shall operate within fifty feet of any façade 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 pushcart is currently conducting business. The distance restriction only applies from an 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 pushcart shall locate in a street, street median strip or alleyway
- Pushcarts 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
- No pushcart 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 pushcart 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 pushcart shall be located within fifteen feet of any fire hydrant
- No pushcart shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional
- Pushcarts 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 pushcart to locate on said property
- No pushcart 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 pushcart shall park near an intersection and in a manner that blocks the lineof-sight of drivers using adjacent roadways
- No pushcart shall locate on the B-Line Trail except in the following permitted areas:
 - o Between the north side of Dodds Street and the south side of 2nd Street
 - o Between the north side of 3rd Street and the south side of 4th Street
 - o Between the north side of 6th Street and the south side of Fairview Street

I, the undersigned, understand that if I locate my pushcart in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Name:	ame: Kate Rosenbarger	
Signatı	ure: <u>Kate Rosenbarger</u>	
Date:	4/29/2025	



MAYOR KERRY THOMSON

CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT P 812-349-3418 F 812-349-3520

401 N Morton St Suite 130 PO Box 100 Bloomington, IN 47402

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.30.150 provides Standards of Conduct for all Pushcarts. 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 Pushcart 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:

- Pushcart 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 pushcart 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 pushcart may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone phones, streetlight poles, traffic signal poles or fire hydrants
- No pushcart may be used to advertise any product or service which is not authorized to be sold from that pushcart
- Each pushcart 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 pushcart may make use of any public or private electrical outlet while in operation;
- Each pushcart 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 pushcart shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington
 - Liquid from the pushcart 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 pushcart 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 pushcart
- No pushcart shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance

- Each pushcart 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
- Pushcarts which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - o Be placed approximately 20 feet from a building or structure
 - o Provide a barrier between the grill or device and the general public
 - o The spark, flame or fire shall not exceed 12 inches in height
 - o A fire extinguisher shall be within reaching distance of the pushcart operator at all times
- Pushcart operators shall be required to obey the commands of law enforcement officers or fire
 officials with respect to activity carried out on City property, including, where possible, the removal
 of the pushcart and cessation of such sales
- No pushcart shall ever be left unattended
- Pushcarts shall not be stored, parked or left overnight on any City property
- All pushcarts 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 pushcart operators are required to collect and pay all applicable and appropriate sales taxes
- No pushcart shall provide customer seating unless approval has been given by the City's Board of Public Works and the City's Planning and Transportation Department
- All pushcarts shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- All pushcarts shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- No pushcarts shall have a drive-thru
- The decibels of any generator(s) associated with a pushcart 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.
 - o 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 Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name: Kate Rosenbarger	
Signature:	
Date: 4/29/2025	



Mobile Food Establishment License Monroe County Health Department

This is to certify that:

Betty's Hot Dogs Kate Rosenbarger 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.



SEAL

Issued: 3/20/2025

By

Monroe County Health Officer



PERMIT EXPIRES FEBRUARY 28, 2026



kate Rosenbarger

has successfully passed the exam required to meet the standard set forth for the

Food Protection Manager

which is accredited by the American National Standards Institute (ANSI) - Conference for Food Protection (CFP)

Certificate Number :

3015504

Completed Date :

2023-11-10

217042

Learner reference :

Exam Form Number: 72

Expired Date : Proctor Name :

Exam Location :

2028-11-10

ProctorU User

Bloomington, IN



The Always Food Safe Company 899 Montreal Circle, St. Paul, 55102 www.alwaysfoodsafe.com





Nick Eastwood President The Always Food Safe Company



	CERTIFICATE
	COMPLETION
	Kate Rosenbarger
has succes	sfully passed the exam required to meet the standard set forth for the
	Food Protection Manager
which is acc	redited by the American National Standards Institute (ANSI) - Conference for Food Protection (CFP)
	Certificate Number : 3015504
	Completed Date : 2023-11-10 Expired Date : 2028-11-10
	Learner reference: 217042 Proctor Name: ProctorU User
Always 5	Exam Form Number : 72 Exam Location: Bloomington, IN
	I Safe Company rcle, St. Paul, 55102



Board of Public Works Staff Report

its

Report: Reed and Sons with the Parks Department were previously approved for a sidewalk closure to perform upgrades to the Building Trades Park off of W Howe St that would begin on April 1st, 2025. Unfortunately, due to grading permit delays the work has been rescheduled and began on April 28th, 2025. Due to the later start date, the project will required an extended closure deadline. The new deadline is set for July 29th, 2025, instead of the previously anticipated June 30th, 2025.



LOCATION MAP



VICINITY MAP







CONSTRUCTION PLANS FOR: Building Trades Park - Phase 1

City of Bloomington Permitting Documents

March 03, 2025

Project Rendering



G100 S-1 EC100 D100 _100 C100 _300	Cover Sheet, Location & Sheet Index Survey Erosion Control & Tree Protection Plan Site Demolition Site Layout Site Grading & Drainage Site Details
	U
_300 _301	Site Details

PROJECT TEAM

OWNER :

City of Bloomington Parks & Recreation 401 N Morton St #250 Bloomington, IN 47404

LANDSCAPE ARCHITECT:

Mader Design LLC 302 Main St. Beech Grove, Indiana 46107





TOPOGRAPHIC SURVEY A PART OF THE NORTHEAST QUARTER OF SECTION 5, T8N, R1W MONROE COUNTY, INDIANA.



LEGEND:



CONTROL POINTS:

HORIZONTAL DATUM: Reference Frame NAD 83(2011) Epoch 2010.0000,
Indiana State Plane Coordinates Zone West, U.S. Survey Feet.
VERTICAL DATUM: NAVD88 (Computed using Geoid 12B), U.S. Survey Feet,
based on Indiana Department of Transportation incors network RTK
observations processed January 3, 2019.

	CONTROL POINTS			
POINT #	NOR THING	EASTING	ELE VA TION	DESCRIP TION
5	1425766.9140	3106783.7380	771.18	5/8" REBAR W/RED "WITNESS" CAP
8	1426049.4030	3106801.5810	783.17	5/8" REBAR W/RED "WITNESS" CAP
9	1425971.9860	3106501.6130	779.56	5/8" REBAR W/RED "WITNESS" CAP
18	1425993.0420	3106720.2270	782.18	MAG NAIL

NOTES:

1. FIELD WORK PERFORMED JANUARY 3, 2019 AND JANUARY 15 - FEBRUARY 7, 2024.

2. SEE RETRACEMENT SURVEY RECORDED IN INSTRUMENT NUMBER 2019001853 FOR REPORT OF SURVEY AND BOUNDARY LINE INFORMATION.

3. CONTOURS REPRESENT 1-FOOT INTERVALS.

4. UTILITIES SHOWN HEREON ARE PER OBSERVED ABOVE GROUND EVIDENCE AND FROM UTILITY MARKINGS PLACED ON THE GROUND BY INDIANA811 MEMBER UTILITIES (SEE TICKETS BELOW). MEMBER UTILITIES DO NOT LOCATE PRIVATE LINES OR FACILITIES. MEMBER UTILITIES DO NOT LOCATE SERVICE LINES NOR ALL UTILITIES WHEN A SURVEY IS THE PURPOSE OF THE TICKET. OVERHEAD UTILITIES ARE IDENTIFIED AS OVERHEAD WITHOUT SPECIAL INVESTIGATION AS TO THE TYPE OR NATURE. STORM AND SANITARY INVERT ELEVATIONS, PIPE SIZES, AND MATERIALS ARE ALL APPROXIMATE BASED ON LIMITED INFORMATION AVAILABLE FROM THE SURFACE. NO STRUCTURES WERE ENTERED TO ACCURATELY MEASURE PIPE SIZES OR TO VERIFY PIPE TYPE AND MATERIAL. STRUCTURE GRATES AND COVERS SHOWN SHOULD NOT BE ASSUMED TO BE THE CENTER OF THE BELOW GROUND STRUCTURE. ALL UTILITIES INCLUDING LOCATIONS AND SIZES NEED TO BE VERIFIED PRIOR TO CONSTRUCTION EFFORTS.

5. THE FOLLOWING IS THE INDIANA 811 TICKET NUMBER FOR THIS PROJECT: 2401302522. UTILITIES SHOWN IN GRAY ARE PER INDIANA 811 TICKET NUMBER 2306140199 FOR BRCJ JOB# 11335.

6.	THE FOLLOWING ARE THE MEMBER UTILITIES NOTIF	IED BY INDIANA 811:	
	DUKE ENERGY	ELECTRIC	
	COMCAST CABLE (SOUTH)	CABLE TV	
	CENTERPOINT ENERGY (SOUTH) (FORMERLY VECTREN)	GAS	
	BLOOMINGTON TRAFFIC DIVISION, CITY OF	TRAFFIC LIGHTS	
	BLOOMINGTON ITS FIBER, CITY OF	FIBER OPTIC	
	BLOOMINGTON UTILITIES, CITY OF	SEWER, WATER	
	SMITHVILLE TELEPHONE (BARTHOLOMEW COUNTY)	COMMUNICATIONS, FIBER OPTIC	
	AT&T - DISTRIBUTION	COMMUNICATIONS	

7. The utilities shown on this survey represent Quality Level B standard of care. The American Society of Civil Engineers (ASCE) has developed an important standard of care guideline, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02.

This standard guideline describes four quality levels of utility depiction: Quality Level D - Information derived from existing records or oral recollections.

Quality Level C - Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D. Quality Level B - Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level A - Precise horizontal and vertical location of utilities obtained by the actual exposure and subsequent measurement of subsurface utilities, usually at a specific point. To order a copy of ASCE Standard 38-02, please go to the ASCE Bookstore: http://www.pubs.asce.org/ or call 1-800-548-2723.



SURVEYED BY : C.M.

DRAWN BY: R.S.I.

CHECKED BY : C.L.P.

PROJECT NO.

DATE: JANUARY 2019

TOPOGRAPHIC

SURVEY















Board of Public Works Staff Report

Project/Event:	Caritas Multifamily Development Closure Request
Staff Representative:	Alex Gray
Petitioner/Representative:	Ryan Strauser, Strauser Construction
Date:	May 6 th , 2025

Report: Strauser Construction is requesting a temporary lane closure at 1420 W Kirkwood Ave while they install new sidewalks, curbs, utility connections, and complete paving work for the Caritas Multifamily Development. The lane closure is primarily a precaution as most of the work as at the road edge. The lane closure is set to be in place between 7 am and 5 pm with flaggers present. The work is scheduled between 4/28/25 and 5/16/25. Staff approval was given for the first 2 weeks of closure and staff is requesting the Board to approve the final week that Strauser has requested for this work.



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

X ROW EXCAVATION X ROW USE

ADDRESS OF ROW ACTIVITY: 1420 W. Kirkwood Avenue

401 N Morton Street, Suite 130 P.O. Box 100 Bloomington, IN 47402

Phone: (812) 349-3913 Fax: (812) 349-3520 Email: engineering@bloomington.in.gov

A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:
APPLICANT NAME: Strauser Construction Co., Inc.	🗖 CONES 🗖 ARROWBOARD
E-MAIL: rmstrauser@strausercci.com	□ LIGHTED BARRELS □ TYPE 3 BARRICADES
COMPANY: Strauser Construction Co., Inc.	☑ FLAGGERS
ADDRESS: 453 S. Clarizz Blvd.	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND
CITY, STATE, ZIP: Bloomington, IN 47401	MAINTENANCE OF TRAFFIC (MOT)PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT
24-HR EMERGENCY CONTACT NAME: Ryan Strauser	site plan if needed or you can submit a separate sheet
24-HR CONTACT PHONE #:812-360-1503	E. METERED PARKING SPACES NEEDED: 🗆 Y 🖾 N
INSURANCE #*:COMPANY: Hylant	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/
	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
BOND#*: <u>COMPANY</u> : <u>Hylant</u> * insurance & bond must be on file with the city before permit will be issued	F. IS THIS A □ CBU* □ COUNTY* □ IU* □ NP* PROJECT?
SUBCONTRACTOR INFORMATION	PROJECT NAME:
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #:
COMPANY NAME: Jon Siscoe Excavating	PROJECT MGR.:
	PROJECT MGR.#:
B. WORK DESCRIPTION: □ POD/DUMPSTER □ CRANE □ SCAFFOLDING ☑ CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY
(EXPLAIN): Connection of utilities in street. Flaggers will be utilized	[*] IU= INDIANA UNIVERSITY [*] NP= NOT-FOR-PROFIT AGENCY
	G. EXCAVATIONS:
Install of curbs, sidewalks and paving in ROW along edge of street	SQ FT OF PAVEMENT* EXCAVATIONS : _ NA *PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
C. RIGHT OF WAY TO BE USED/CLOSED:	SQ FT OF NON-PAVEMENT* EXCAVATIONS: 1,700 sf
STREET NAME 1: 5th Street / W Kirkwood Avenue	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
1ST INTERSECTING STREET NAME:	LINEAL FT OF BORE*: NA
2ND INTERSECTING STREET NAME:	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS
\square ROAD CLOSURE \blacksquare LANE CLOSURE 1 \square 2 \square 3 \square	# OF POLE INSTALLATIONS/REMOVAL: NA
SIDEWALK* DIBIKE LANE DI OTHER	SQ FT OF SIDEWALK RECONSTRUCTION*: NA
TRANSIT STOP? \Box Y \Box N PARKING LANE(S)** \Box Y \Box N **NON-METERED	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
START DATE: 4/28/25 END DATE: 5/16/25 # OF DAYS*: Restriction is between 7 AM - 5 PM	SQ FT OF SIDEWALK NEW CONSTRUCTION*: 80 sf
STREET NAME 2: Hopewell Street	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE #RESIDENTIAL DRIVEWAY INSTALLATION: NA
1ST INTERSECTING STREET NAME:	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK
\square ROAD CLOSURE \square LANE CLOSURE 1 \square 2 \square 3 \square	CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG.
□ SIDEWALK* □ BIKE LANE	Know what's below. Call before you dig. ITS THE LAW.
TRANSIT STOP? \Box Y \Box N PARKING LANE(S)** \Box Y \Box N **NON-METERED	H. INDEMNIFICATION AGREEMENT:
START DATE: 4/28/25 END DATE: 5/16/25 # OF DAYS*:	The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including
 Restriction is between 7 AM - 5 PM *SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL 	but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of
INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	commission or damage to any property ansing, or aneged to have arised out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	right-of-way use pursuant to this permit grant.
STANDARD CLOSURE HOURS 🗆 🛛 *NON-STANDARD CLOSURE HOURS 🗖	I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.
REQUESTED CLOSURE HOURS: 7 AM - 5 PM	PRINT NAME: Ryan M. Strauser
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process	SIGNATURE: Ryan M. Strauser
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance	DATE: 4/11/2025
(7AM to 9PM for pneumatic hammers)	

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

PAGE 1











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File: P:/EEG Projects/Project Folders 2025/25074 DEM-UG-39 Bloomington Rogers 2f Substation to Bedford Tower – Duke/DWC/25074 – DEM-UG-39 Bloomington Rogers 2f Substation to Bedford Tower – Duke – M01


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- DEM-UG-39 Bloomington Rogers St Substation to Bedford Tower - Duke - MOT Dnke/DMC/S2014 File: P:/EEG Projects/Project Folders 2025/25074 DEM-UG-39 Bloomington Rogers St Substation to Bedford Tower



Lile: E:/EEC kojecis/koject Folder: 2025/S2014 DEM-UC-23 Bioomington Rogers 51 Substation to Bedford Tower - Duke - MOT



Lile: P:/EEC hojecis/troject Folder: 2025/250/4 DEM-UC-23 Bioomington Rogers 51 Substation to Bedford Tower - Duke - MOT



Lile: E/JEEC kojecis/koject Ecider: 2025/25024 DEM-NC-208 Bioomington Rogers 51 Substation to Bediord Tower - Duke - MOT



Board of Public Works Staff Report

Project/Event:	RFP: Parking Rate Study & Comprehensive Review
Petitioner/Representative:	Public Works Parking Services
Staff Representative:	Michelle L. Wahl, CAPP
Date:	January 14, 2025

Report: This study will provide the City officials a thorough analysis and comprehensive proposal to make the necessary financial increases/adjustments of all current parking rates, fines and fees for downtown, neighborhoods and garages.

This rate study also will include a proposal of why the parking services division should implement new meter technology, explore pay by phone, LPR, and the possibility of gateless garages.

Focus groups and surveys will be conducted on current parking rates and fines with partners, neighborhoods, downtown businesses, and the public.

Neighborhood and garage parking rates were reviewed by the Desman Design Management study in 2018. In 2021, all parking operations units were merged into the Parking Services Division, and all fines, fees and rates structures need to be reevaluated as a result.

The goal is to provide City officials the following:

- Defensible, transparent parking fee philosophy
- Increase public awareness and engagement
- Sustainable parking policies

After the evaluation committee reviewed the two proposals received, it was rated through a scoring matrix, and Walker Consultants receive the highest point total. Walker Consultants are being selected to be the vendor of choice which also had the lowest cost proposal.

Recommendation and Supporting Justification: Walker Consultants for \$65,000

Recommend 🛛 Approval 🗌 Denial by:

Michelle L. Wahl, CAPP

Board of Public Works Staff Report

CONTRACT COVER MEMORANDUM



TO:Adam WasonFROM:Michelle L. WahlDATE:01.07.2025RE:RFP Parking Rate Study and S	nd Comprehensive Review
Contract Recipient/Vendor Name:	Walker Consultants
Department Head Initials of Approval:	AW
Responsible Department Staff: (<i>Return signed copy to responsible staff</i>)	Michelle L. Wahl, CAPP
Responsible Attorney: (<i>Return signed copy to responsible attorney</i>)	Aleksandrina Pratt
Record Destruction Date: (Legal to fill in)	2036
Legal Department Internal Tracking #: (Legal to fill in)	25-015
Due Date For Signature:	01/14/2025
Expiration Date of Contract:	12.31.2025
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$65,000
Funding Source:	101.26.260000.54510 (CRED) 455.26-260000.53170 (Parking Meter Fund)
W9/EFT Complete: (Staff Member of Responsible Dept. to fill in)	Jess Goodman
Affirmative Action Plan Complete (if applicable): (Staff Member of Responsible Dept. to fill in)	Michelle Wahl
Procurement Summary Complete: (Staff Member of Responsible Dept. to fill in)	Michelle Wahl

Summary of Contract: The main purpose of this RFP is to select a vendor to review our current parking rates for downtown meter parking hourly rate, garage parking monthly and hourly rate, and neighborhood permit rates and provide a 5 to 10 year rate projection of where rates should be. This proposal should also address rates pertaining to reserving meters, all zone permits, loss ticket fees, credit card fees, pay by phone fees, citation rates, and reserved parking for both on street, neighborhood zones garages. With an engaging comprehensive review of

parking process and practice to make sure it is aligning with outline changes that need to be made to the City of Bloomington's Traffic Code: Title 15.

City of Bloomington Contract and Purchase Justification Form

Vendor: Walker Consultants

Contract Amount: 65,000

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 INFORMATIC	N	
1.	Check the box beside the procurer applicable)	ment method used to initiate this p	procurement: (Attach a quote or b	oid tabulation if
	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 p	rocess. Give further explanation w	vhere requested.	Yes No
	# of Submittals:	Yes No	Was the lowest cost selected? (If no,	\checkmark
	Met city requirements?	$\checkmark \square$	please state below why it was not.)	
	Met item or need requirements?	$\checkmark \square$		
	Was an evaluation team used?	$\checkmark \square$		
	Was scoring grid used?	$\checkmark \square$		
	Were vendor presentations requested?			

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

This vendor was scored by an evaluation team and scored the highest in meeting experience and qualifications, methodology and approach, stakeholder engagement and fee proposal.

Michelle L. Wahl

Parking Services Director

PW/Parking Services

Print/Type Name

Print/Type Title

Department

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into by and between the City of Bloomington Public Works Department, Parking Division, through the Board of Public Works (hereinafter referred to as "Board"), and Walker Consultants, (hereinafter referred to as "Consultant") on the date last entered in the signature block below.

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to receive a thorough analysis and a comprehensive proposal to make financial adjustments of all current parking rates; and,

WHEREAS, the Board requires the services of a professional consultant in order to perform tasks including a parking rate study and comprehensive review , which shall be hereinafter referred to as "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. <u>Scope of Services</u>: Consultant shall provide required Services for the Board as set for in Exhibit A, Scope of Services. 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 Parking Services Division 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.

1

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

Article 3. <u>Responsibilities of the Board</u>: 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 Michelle Wahl, CAPP, Parking Services Director, Parking Services Division ("Wahl"), to serve as the Board's representative for the project. Wahl 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. <u>Compensation</u>: 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. The total compensation paid for the project, including fees and expenses, shall not exceed the amount of Sixty-Five Thousand Dollars (\$65,000.00). These sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's 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

the Board or the Board's designated representative prior to such work being performed, or expenses incurred. 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 forty-five (45) 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. <u>Appropriation of Funds</u>: 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. <u>Schedule</u>: 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. <u>Termination</u>: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The 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.

Article 8. <u>Identity of Consultant</u>: 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.

Article 9. <u>Cost Estimates</u>: 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. <u>Reuse of Documents</u>: 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. <u>Ownership of Documents and Intellectual Property</u>: 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. 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. <u>Independent Contractor Status</u>: 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. <u>Indemnification</u>: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, 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") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
- 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 \$50,000.
- f. Network Security Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$50,000.

- g. Electronic Media Liability: limit (annual aggregate) of 1,000,000; and deductible (per occurrence) of \$50,000.
- 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 Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and 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. <u>Conflict of Interest</u>: 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. <u>Waiver</u>: 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. <u>Severability</u>: 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

6

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. <u>Assignment</u>: 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. <u>Third Party Rights</u>: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. <u>Governing Law and Venue</u>: 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. <u>Non-Discrimination</u>: Consultant shall comply with City of Bloomington Ordinance 2.23.110 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 22. <u>Compliance with Laws</u>: 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. 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 23. <u>Notices</u>: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

Consultant:

City of Bloomington
Parking Services Division
Attn: Michelle Wahl
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Walker Consultants Attn: Jody Todd 6602 E. 75th St, Suite 210 Indianapolis, IN 46250

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

Article 24. 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 25. <u>Integration and Modification</u>: 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 26. <u>Verification of New Employees' Employment Status</u>: 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 D, 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 D is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. <u>No Collusion</u>: 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 E, affirming that Consultant has not engaged in any collusive conduct.

Exhibit E 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.

<u>Owner</u>

<u>Consultant</u>

City of Bloomington Board of Public Works

Ву: _____

Kyla Cox Deckard, President

Walker Consultants

Myle Mypen

04/18/25

Kyle Keppner, PE Director of Design Services

Ву: _____

Elizabeth Karon, Vice President

Ву: _____

James Roach, Secretary

Ву: _____

Margie Rice, Corporation Counsel

EXHIBIT A SCOPE OF CONSULTING SERVICES

Refer to pages 34-38 of Consultant's proposal packet.

EXHIBIT B COMPENSATION

Refer to p. 38 of Consultant's proposal packet.

EXHIBIT C PROJECT SCHEDULE

The Contract shall be effective upon approval of the Board and shall remain in effect through December 31, 2025, unless either party terminates this Agreement in accordance with Article 7 of this Agreement.

EXHIBIT D AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)) SS: COUNTY OF <u>Marion</u>)

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

1. The undersigned is the Managing Member of Walker Consultants

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.

Kyle Keppner Director of Design Services

STATE OF INDIANA) COUNTY OF Marion)

	for said County and State, personally appeared acknowledged the execution of the foregoing this $20 \frac{25}{25}$.
LOGAN A MASON SEAL * SEAL * Commission Number: NP0741865 My Commission Expires 06/16/2030	Notary Public Logan A. Mason
	Printed name
My Commission Expires: 00 10 2030 County of Residence: Madison	Commission Number: NP0741865

EXHIBIT E 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 $\underline{\mathcal{IB}}_{}$ day of $\underline{\mathcal{APC}}_{}$;/, 20 <u>25</u> .
\mathcal{V}	Jalker Consultants
(Nam	e of Organization)
Ву: _	Myl 2
	yle Keppner
D	irector of Design Services
STATE OF INDIANA)) SS:	
COUNTY OF MAYIM)	
Subscribed and sworn to before m	e this 18th day of <u>April</u> 20 <u>25</u>
LOGAN A MASON SEAL + COMMISSION Number: NP0741865 My Commission Expires 06/16/2030	Notary Public Logan A. Mason
	Printed name
My Commission Expires: Du 10 2030 County of Residence: Madison	Commission Number: <u>NP0741865</u>

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
5/2/2025	Bouroll				712,147.53
5/2/2025	Payroll				/ 12,147.55
					712,147.53
		ALLOWANC	E OF CLAIMS		
total amount of			n the register, such claims	s are hereby allowed in the	
Kyla Cox Deck	ard, President	Elizabeth Karo	n, 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:	Amendment 4 to Consultant Contract with CrossRoad Engineers, PC. for Preliminary Engineering Services for the Hopewell West - Jackson Street Project			
Petitioner/Representative:	Engineering Department			
Staff Representative:	Kendall Knoke, Project Engineer			
Date:	05/06/2025			

Report: This project will subdivide the site of the former IU Health Bloomington Hospital and construct a new portion of S Jackson St, an alley, and improvements along S Rogers St primarily adjacent to the Kohr building. The City has an existing preliminary engineering contract with Crossroad Engineers, PC with a not-to-exceed amount of \$796,640. This amendment will add additional survey work to the design contract scope to prepare a pedestrian access easement for the existing sidewalk on private property adjacent to Rogers Street where work is occurring as part of this project. The not-to-exceed contract amount will increase by \$1,000 to a new total of \$797,640. Construction of this project is anticipated to begin in August 2025. The amended contract will be brought next to the City's Redevelopment Commission (RDC) on May 5, 2025 for funding approval. Funding source = Adam's Crossing Area Consolidated TIF 439-15-159001-53990.

Project Approvals Timeline				
Approval Type	Status	<u>Date</u> Anticipated May 5, 2025		
Funding Approval	Pending – RDC Approval*			
Design Services Contract**	Current Item	05/06/2025		
ROW Services Contract	N/A			
Public Need Resolution	N/A			
Construction Inspection Contract	N/A			
Construction Contract	Future	Summer 2025		

*Funding for the original contract was approved by the RDC on 05/01/2023. Amended contract will be brought to the RDC on 05/05/2025 for approval of the additional funding

**Original Design Contract Approved 04/25/2023 and Amended June 18, 2024, August 1, 2024, and November 7, 2024

CONTRACT COVER MEMORANDUM



TO:	Office of the Mayor
FROM:	Engineering Department
DATE:	04/21/2025
RE:	Preliminary Engineering Contract with Crossroad Engineers for Hopewell
	West, Amendment 4

Contract Recipient/Vendor Name:	Crossroad Engineers
Department Head Initials of Approval:	Andrew Cibor
Responsible Department Staff: (<i>Return signed copy to responsible staff</i>)	Kendall Knoke
Responsible Attorney: (Return signed copy to responsible attorney)	Aleksandrina Pratt
Record Destruction Date: (Legal to fill in)	2037
Legal Department Internal Tracking #: (Legal to fill in)	25-361
Due Date For Signature:	05/06/2025
Expiration Date of Contract:	Estimated December 2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$797,640 (previously \$796,640)
Funding Source:	TIF funding resolution for amendment 4 is pending
W9/EFT Complete: (Staff Member of Responsible Dept. to fill in)	Yes
Affirmative Action Plan Complete (if applicable): (Staff Member of Responsible Dept. to fill in)	Existing Contract
Procurement Summary Complete: (Staff Member of Responsible Dept. to fill in)	Yes

Summary of Contract: This project will subdivide the site of the former IU Health Bloomington Hospital and construct a new portion of S Jackson St, an alley, and improvements along S Rogers St primarily adjacent to the Kohr building. The City has an existing preliminary engineering contract with Crossroad Engineers, PC with a not-to-exceed amount of \$796,640. This amendment will add additional survey work to the design contract scope to prepare a pedestrian access easement for the existing sidewalk on private property adjacent to Rogers Street where work is occurring as part of this project.

City of Bloomington Contract and Purchase Justification Form

Vendor: Crossroad Engineers, PC

Contract Amount: \$797,640

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.

		PUR	CHASE INFORMATI	ON			
1.	Check the box beside the procure applicable)	ment metho	d used to initiate this	procui	rement: (Attach a quote or bi	id tabula	ation if
	Request for Quote (RFQ)	Re	quest for Proposal (RFP)		Sole Source	Not (NA	Applicable
	Invitation to Bid (ITB)		quest for Qualifications FQu)		Emergency Purchase		,
2.	List the results of procurement p	rocess. Give	further explanation	where	requested.	Yes	No
	# of Submittals: 3	Yes No			the lowest cost selected? (If no,		~
	Met city requirements?			•	e state below why it was not.)		
	Met item or need requirements?			The design firm was selected based upo most qualified for the job not cost. It is s practice for contracts of this type that cos considered in selection. Typically the mo qualified firm will design the most cost ef		It is sta	ndard
	Was an evaluation team used?					the most	:
	Was scoring grid used?	~		-	ject for the City.		
	Were vendor presentations requested?						

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

Crossroad Engineers were selected to design this project from a competitive RFI process in which their response received the highest score out of three proposals.

Kendall Knoke

Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

FOURTH ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES FOR HOPEWELL WEST – JACKSON STREET WITH CROSSROAD ENGINEERS, PC

This Fourth Addendum supplements the Agreement for Consulting Services with CrossRoad Engineers, PC ("Agreement") for the Hopewell West – Jackson Street Project which was entered into on May 8, 2023 and amended on June 18, 2024, August 1, 2024, and November 7, 2024 as follows:

- 1. See Article 1. Scope of Service, Article 4. Compensation, Exhibit A Scope of Work and Exhibit **B** Compensation: The City shall pay CrossRoad Engineers, PC an amount not to exceed \$1,000.00 for the additional Engineering Services as described in Attachments 1 and 2. The not to exceed amount for the entire project shall be \$797,640. Exhibits A and B are hereby amended to add Attachments 1 and 2.
- 2. In all other aspects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Fourth Addendum to be executed on the day and year last written below.

OWNER

CONSULTANT

Kyla Cox Deckard President, Board of Public Works Trent Newport, PE, LS President

Date:

Elizabeth Karon Vice President, Board of Public Works

James Roach Secretary, Board of Public Works

Date:

Margie Rice Corporation Counsel, Office of the Mayor

Date:

Attachment 1

SCOPE OF SERVICES SUPPLEMENT NO. 3

The CONSULTANT shall be responsible for performing the following additional activities:

A. Topographic Survey, Boundary, and Platting – CONSULTANT shall utilize a subconsultant, BRCJ, to perform these services. BRCJ will prepare an exhibit and legal description for a pedestrian access easement a portion of sidewalk on private property along the Centerstone property on S. Rogers St.

Attachment 2

COMPENSATION SUPPLEMENT NO. 3

The CONSULTANT shall be paid for the following additional work performed under this Agreement on a lump sum basis in accordance with the following schedules:

A. Topographic Survey, Boundary, and Platting

a.	BRCJ Exhibit and Legal Description – Centerstone Property	<u>\$1,000</u>
	Total Section	\$1,000



Board of Public Works Staff Report

Project/Event:	Use of W University Street Unimproved R/W for Construction
Petitioner/Representative:	Kelby Cumpston – BCM, LLC
Staff Representative:	Kendall Knoke, Project Engineer
Date:	<mark>05/06/2025</mark>

Report: BCM, LLC is requesting to utilize the Unimproved Platted R/W for W University Street for construction staging/access as part of the Kohr Community Flats project. The closure is requested from 05/06/2025 until 06/01/2026. This area is included in the project's Stormwater Pollution Prevention Plan (SWPPP) and must be revegetated to the City's MS4 Coordinator's standards prior to being released. If this space is needed by the City or their contractors to perform routine maintenance or construct capital projects BCM, LLC must vacate the area needed within 24 hours. The City can terminate this approval at any time.



Requested location shown in yellow above. N.T.S., North is up

AGREEMENT For RIGHT OF ENTRY

The City of Bloomington, Indiana, needs to perform the following work:

The City of Bloomington, or its appointed contractors, will undertake modifications to the east building sidewalk. The work will be conducted at the property located at 667 S Jackson Street.

The planned modifications will necessitate the removal of the existing east building sidewalk, lighting/electric, tree stumps, and landscaping. Additionally, the project scope includes the installation of sod, landscaping, and any required grading work or incidental activities necessary for the completion of the modifications and work in the public right of way adjacent to the property as outlined in Exhibit 'A'.

This work will require a grant of Right of Entry upon and across certain land owned by:

Housing Authority of City of Bloomington Indiana in Monroe County, Indiana, described as 667 S Jackson Street, Bloomington, IN 47403, Parcel number 53-08-05-400-075.000-009.

NOW, THEREFORE, it is agreed by and between Housing Authority of City of Bloomington Indiana and the City of Bloomington, Indiana, in consideration of the agreements contained herein, that Housing Authority of City of Bloomington Indiana hereby grant(s) a Right of Entry upon and across the land affected by the work, as described above; furthermore:

- 1. This Right of Entry hereby grants to the City of Bloomington, Indiana, its employees, agents, and contractors the right to enter upon Housing Authority of City of Bloomington Indiana's property to perform the work only in the area described above and then to restore the property in accordance with paragraph 3 below.
- 2. This right of entry shall expire upon the completion of the work described above. The estimated date for completion of the work is 12/31/2025.
- 3. The City of Bloomington, Indiana, agrees to repair or cause to be repaired any and all damage incurred on Housing Authority of City of Bloomington Indiana's land, fences, sidewalks, etc., as a result of the work performed and to restore such property to as good a condition as it was prior to the execution of this Right of Entry and prior to the commencement of the work described above.

IN WITNESS WHEREOF, the undersigned has/have set his/her/their hand and seal this ______, 20_.

City of Bloomington, Indiana: Housing Authority of City of Bloomington Indiana:

Andrew Cibor, City Engineer

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Witness my hand and notarial seal this _____ day of _____, 20___.

 My Commission Expires:
 Signed:

 My Commission Number:
 Notary Printed Name:

 Residing in
 County, Indiana

STATE OF INDIANA)) SS: COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared______,

who executed the above and foregoing instrument as his/her/their voluntary act and deed for the purposes therein stated.

Witness my hand and notarial seal this _____ day of _____, 20____.

 My Commission Expires:
 Signed:

 My Commission Number:
 Notary Printed Name:

 Residing in
 County, Indiana





N.T.S., North is up


AGREEMENT FOR TEMPORARY USE OF CITY-OWNED PROPERTY AT HOPEWELL DEVELOPMENT

This Agreement, entered into on this 3rd day of March 2025, by and between the City of Bloomington and the City of Bloomington Redevelopment Commission (collectively the "City") and BCM, LLC ("BCM")

WITNESSETH:

- WHEREAS, the City purchased property, which was formerly, the site of Bloomington Hospital and is in the process of working with BCM to develop a portion of the City property as part of the Hopewell Development; and
- **WHEREAS**, BCM, LLC, which is the construction arm of Brinshore Development, will need construction access, staging, and materials storage on the City's property, during the construction period; and
- WHEREAS, the City wishes to provide construction access, staging, and materials storage for BCM and its employees and subcontractors during the term of construction, which will begin on or before April 1, 2025, and will continue to an undetermined time.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS IN THIS AGREEMENT, THE CITY, RDC, AND BCM AGREE TO THE FOLLOWING:

- 1. BCM employees and subcontractors may utilize for construction access, staging, and materials storage the City-owned parcels 53-08-05-400-074.000-009, 53-08-05-400-073.000-009, and 53-08-05-400-072.000-009 (approximately shown on the attached Exhibit "A"), based on BCM's needs and availability. City staff and BCM staff agree to communicate so that BCM's needs and the City's availability is clearly understood between the parties. To the extent there is a conflict, the City shall determine what portion of the properties is eligible for BCM's use.
- 2. BCM shall coordinate with City staff and their contractors to allow for the construction of the Hopewell West Jackson Street Project. Both parties shall operate in good faith to provide adequate space for one another on the City properties. To the extent there is a conflict, the City's project shall have precedence over the BCM project. BCM shall vacate any or all portions of the properties as requested by the City or their contractors within 24 hours.
- 2. BCM shall pay the City no fee for the use of the property.

- 3. During the term of this Agreement, BCM shall name the City and the City of Bloomington Redevelopment Commission as additional insureds on its insurance policies, so that the City, collectively, is provided with additional layers of insurance protection. During the term of this Agreement, the following limits shall be maintained by BCM:
 - General Liability Insurance shall have a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
 - Automobile Liability Insurance shall have a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - Professional Liability Insurance shall have a minimum limit of \$1,000,000 annual aggregate.
 - Worker's Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
- 4. BCM and its employees and subcontractors shall exercise due care and shall, at all times, act in a professional manner and with safe and civil standards in mind in order to protect the Parties and their employees and subcontractors. BCM shall report to the City any concerning behaviors or concerns about the areas used for construction access, staging, and materials storage immediately.
- 5. BCM shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Redevelopment Commission from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the BCM, its employees, subcontractors, or its agents or employees, or any independent contractors directly responsible to BCM (collectively "Claims").
- 6. This Agreement may be terminated by either party and for any reason by providing written notice of termination thirty (30) days in advance.
- 7. Notices to the City shall be delivered in writing to the City of Bloomington Legal Department at 401 N. Morton, IN 47404.
- 8. Notices to BCM shall be delivered in writing to 1603 Orrington, Suite 450, Evanston, IL 60201.

9. The parties signing below, hereby, certify that they have full authority to sign this Agreement and to bind their agency.

BCM, LLC

Michael Cornell, President	Date
CITY OF BLOOMINGTON	
Margie Rice, Corporation Counsel	Date
BLOOMINGTON REDEVELOPMENT COMMISSION	
Deborah Myerson President of the Bloomington Redevelopment Commission	Date
ATTEST:	
John West Secretary of the Bloomington Redevelopment Commission	Date

EXHIBIT "A"



Requested properties shown in blue above. N.T.S., North is up

REAL ESTATE CONVEYANCE AGREEMENT

This Real Estate Conveyance Agreement ("Agreement") is entered into this _______ day of ______ December, 2024 (the "Effective Date"), by and between the City of Bloomington Redevelopment Commission ("RDC") and the Housing Authority of the City of Bloomington, Indiana ("Purchaser").

RECITALS

A. The RDC owns real property and improvements (hereinafter referred to as "Real Estate") of historic and architectural significance in Bloomington, Indiana, commonly known as the Kohr Building and located at 601 West Second Street, in Monroe County, Indiana, which is depicted in Exhibit A, and more particularly described as follows:

Lot 19 in Hopewell West Subdivision – Secondary Plat, which is anticipated to be recorded in the Office of the Recorder of Monroe County, Indiana prior to Closing.

- **B.** Purchaser recognizes that the Real Estate includes a historic structure.
- C. Pursuant to Indiana Code Section 36-7-14-22.2, the RDC desires to convey the Real Estate to Purchaser and, pursuant to its governing authority, Purchaser desires to accept the Real Estate and any and all improvements located on the Real Estate, subject and according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, benefits and covenants contained in this Agreement and subject to the warranty deed executed in connection with this Agreement, the RDC and Purchaser covenant and agree as follows:

TERMS AND CONDITIONS

- <u>Agreement to Convey and Purchase Price</u>: The RDC agrees to convey the Real Estate to Purchaser for Ten Dollars (\$10.00) and for other valuable consideration described in this Agreement. Purchaser agrees to accept the Real Estate from the RDC. The Purchase Price shall be paid by Purchaser to RDC at the Closing in immediately available cash proceeds.
- 2. <u>Closing</u>: The purchase and sale of the Real Estate shall be closed on within thirty (30) days following the expiration or Purchaser's waiver of the Conditions Precedent to Closing as set forth in Section 3, subject to the terms and conditions set forth in this Agreement, unless the parties mutually agree to a different date and/or time. The purchase and sale of the Real Estate shall be closed at a time, date, and location mutually agreed to by the parties. The date and event of the consummation of the purchase and sale of the Real Estate as contemplated hereby is referred to herein, respectively, as the "Closing Date" and the "Closing."

- 3. <u>Conditions Precedent to Closing</u>: Purchaser's obligations hereunder shall be subject to the condition that as of the Closing Date there is no breach of any of RDC's representations or warranties hereunder and to the satisfaction of the following additional conditions precedent:
 - A. <u>Title Insurance</u>. Title to the Real Estate shall be good and merchantable and shall be conveyed to Purchaser free and clear of any and all liens, encumbrances, claims and interests of any kind or nature whatsoever except the following:
 - (1) current real estate taxes not delinquent; and
 - (2) such other leases, liens, rights, and encumbrances as may be approved by Purchaser in writing (collectively, "Permitted Exceptions").

As evidence of such title, Purchaser shall, at Purchaser's sole cost and expense, obtain a commitment ("Commitment") for an ALTA owner's policy of title insurance issued by the Title Company, together with legible copies of all instruments identified as exceptions in the Commitment, in which Commitment the Title Insurer shall agree to insure in an amount equal to the Purchase Price that upon delivery of a general warranty deed from RDC to Purchaser, Purchaser shall have fee simple title to the Real Estate free and clear of all matters normally excluded by the preprinted exceptions and of all liens, encumbrances, claims, and interests except for Permitted Exceptions. Permitted Exceptions shall be determined by Purchaser, in its sole and absolute discretion, within thirty (30) days after receipt of the Commitment. If any exceptions, other than Permitted Exceptions, are not able to be cured by RDC within thirty (30) days after receipt of notice thereof from Purchaser, or are not waived by Purchaser, Purchaser shall have the right to terminate this Agreement by written notice to RDC, in which event, neither party shall have any further obligation hereunder. If Purchaser does not give timely notice of its election to terminate as described above, this Agreement shall continue in full force and affect. Any closing fee charged by Title Company shall be paid by Purchaser.

- B. <u>Approval by the Redevelopment Commission</u>. Purchaser's obligation to close on the purchase of the Real Estate is contingent upon Purchaser receiving any and all necessary approvals from the RDC on or before December 31, 2024. If such approval is not received by Purchaser on or before such date then Purchaser may terminate this Agreement by written notice to RDC.
- C. <u>Feasibility Period</u>. Purchaser shall have sixty (60) days after the Effective Date to determine whether the Property is suitable for Purchaser's Intended Use ("Feasibility Period"). During the Feasibility Period, the Purchaser may pursue examination of all matters relating to the property, including but not limited to the following:

- i. <u>Survey</u>. Purchaser may, at Purchaser's sole cost and expense, cause an ALTA survey of the Real Estate to be prepared (the "Survey"). The Survey must be acceptable to Purchaser in all respects. The Survey shall be ordered by Purchaser. Any objection to the results of the Survey shall be communicated to RDC not later than thirty (30) days following the Effective Date or this condition shall be deemed withdrawn by Purchaser, unless the parties agree to an extension of time. If any objections raised by Purchaser are not able to be cured by RDC within thirty (30) days after receipt of notice thereof from Purchaser, or are not waived by Purchaser, Purchaser shall have the right to terminate this Agreement by written notice to RDC, in which event, neither party shall have any further obligation hereunder. If Purchaser does not give timely notice of its election to terminate as described above, this Agreement shall continue in full force and affect.
- ii. <u>Condition of Real Estate and Assessments</u>. At RDC's sole cost and expense and prior to April 1, 2025, RDC shall remove or cause the removal of the remaining trees and any tree-related debris on the eastern portion of the Real Estate, adjacent to Rogers Street. RDC and Purchaser shall cooperate in good faith to enter into any easements necessary to permit RDC to perform such removal, which obligation to enter into such easement shall survive Closing. The RDC has, as of the Effective Date, provided any appraisals, environmental reports or studies in its possession to Purchaser. Purchaser may inspect the property and obtain any environmental site assessment it deems necessary.
- iii. <u>Government and Land Use Approvals</u> Purchaser, at its expense, shall secure zoning, historic preservation, building plan, plat (the "<u>Plat</u>"), change of address, and any such other governmental approval and permits as may be required for Purchaser to utilize the Property for Purchaser's intended use before Closing (collectively, the "<u>Approvals</u>"). Purchaser's obligation to close on the purchase of the Real Estate is contingent upon Purchaser receiving all Approvals.
- iv. <u>Financing.</u> Purchaser shall secure a letter of intent from a financial institution to financing in an amount and terms acceptable to Purchaser, no later than December 16, 2024. Seller acknowledges that Purchaser has delivered this letter of intention to Seller as of the date hereof.
- v. <u>Economic Incentives</u>. Purchaser's obligation to close on the purchase of the Real Estate is contingent upon Purchaser receiving such federal, state, and local economic incentives to help offset the development costs of the Property (collectively, the "Economic Incentives") as Purchaser determines necessary for Purchaser's intended use. Notwithstanding the foregoing, other than the commitments made separately by the City of Bloomington's Department of Housing and Neighborhood

Development, this transaction is not contingent upon Purchaser receiving any form of economic incentives from the City of Bloomington, such as tax abatement, tax increment financing, etc. However, Purchaser is free to pursue local incentives. Negotiations will be the Purchaser's responsibility, and are not guaranteed by Seller although Seller pledges its cooperation and assistance in Purchaser's efforts to gain economic incentives to support this project.

- 4. <u>Retention Requirements</u>: The RDC's conveyance is subject to the following restrictions:
 - A. <u>Renovation Schedule</u>. Purchaser agrees to begin renovation of the Kohr Building no later than March 1, 2025, except due to circumstances beyond Purchaser's control.
 - B. <u>Historic Preservation</u>. Purchaser acknowledges the historic district designation of the Kohr Administrative Building. All alterations to the exterior of the Kohr Building on the Real Estate shall be approved by the Bloomington Historic Preservation Commission and any other applicable governmental body. Purchaser has also pledged to seek national historic designation for the Real Estate as part of its development project, but failure to obtain such designation despite Purchaser's good faith efforts shall not be a default hereunder.

C. Intended Use: Use Restriction.

- i. The Tax Credit Partnership (defined below) intends to use the Real Estate as an affordable housing project pursuant to an award of a Low Income Housing Tax Credits from the Indiana Housing and Community Development Ageney. Purchaser or the Tax Credit Partnership shall develop the Real Estate in accordance with the proposal attached to this Agreement as **Exhibit B**.
- ii. Purchaser agrees to maintain the Real Estate as permanent affordable housing in accordance with its LIHTC award. During the term of the initial "compliance period," as that term is defined in Section 42 of the Internal Revenue Code, after the Effective Date, at least nine (9) of the units shall be leased to tenants who's household income is 30% of Area Median Income (AMI) or below. The remaining units shall be for those earning 50% or below of AMI. After the initial compliance period, Purchaser acknowledges and agrees that 100% of the Real Estate shall be leased to low or very low income tenants (households with income no greater than 80% of AMI). At Closing, Purchaser shall record the Restrictive Covenant attached hereto as Exhibit D putting these affordability restrictions of record.
- **D.** <u>Lease</u>. Upon Closing, Purchaser shall execute a 99-year lease with Kohr BHA, LP (the "Tax Credit Partnership"), which shall develop and manage the Kohr

affordable housing development. The Lease shall be substantially in the form as the one attached to this Agreement as **Exhibit** C.

5. <u>Transfer Back to RDC:</u> As part of the consideration for this conveyance, Purchaser and RDC, for themselves, and for their successors and assigns, agree to be bound by and shall fully comply with all terms of this Real Estate Conveyance Agreement. If at any time during the term of the Lease referenced in Article 4D, Purchaser materially fails to comply with the Retention Requirements, as defined in Article 4, above, and such breach continues for ninety (90) days after written notice from the RDC, or if Purchaser or the Tax Credit Partnership ceases to operate, or otherwise becomes insolvent, then the Real Estate herein conveyed together with any improvements, shall be conveyed back to the RDC subject to the Lease; provided, however, that for so long as the Investor (as defined in the Lease) is a partner in the Tax Credit Partnership, RDC will not cancel, accept a surrender of, terminate or modify the Lease without the prior consent of the Investor (the "RDC's Right of Reversion").

This Article 5 shall survive the Closing and remain in effect for a period of ninetynine (99) years from the Closing Date. Purchaser shall record a memorandum of RDC's Right of Reversion at Closing, which may be included in a memorandum of the Lease.

6. <u>Intentionally omitted.</u>

- 7. <u>Warranty Deed and Other Documents:</u> The RDC agrees to deliver a warranty deed to the Purchaser at Closing using a final legal description determined by the Survey or the Plat. The RDC and Purchaser also agree, on or before Closing, to execute or exchange, or both, any and all documents reasonably required to close the transaction provided for under this Agreement, including, without limitation, an agreement granting Purchaser or the Tax Credit Partnership access to property adjacent to the Real Estate to construct certain right of way improvements.
 - A. <u>As-Is, Where Is and No Warranty or Other Representation</u>. Purchaser understands and acknowledges that, upon the Closing, the Real Estate shall be transferred by Seller "as is, where is, and with all faults" and, other than the express representations made by Seller in this Agreement, Seller makes no other representations or warranties regarding the Real Estate, its feasibility for Purchaser's intended use, or condition of the Real Estate. Purchaser relies solely on its own evaluation and determination regarding matters relating to the Real Estate.
 - **B.** Environmental Laws and Hazardous Materials. The RDC makes no warranty with respect to the presence of Hazardous Materials on, above, or beneath the Real Estate (or any parcel in proximity thereto) or in any water on or under the Property. The Closing under this Agreement shall be deemed to constitute an express waiver of Purchaser's right to cause the RDC or the City of Bloomington to be joined in any action brought under any Environmental Laws. As used

herein, the term "Hazardous Materials" shall mean: (a) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under the Environmental Laws, or any of them; (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (c) natural gas, synthetic gas, and any mixtures thereof; (d) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophylite, and/or actinolite, whether friable or non-friable; (e) polychlorinated biphenyl ("PCBs") or PCB-containing materials or fluids; (f) radon; (g) any other hazardous or radioactive substance, material, pollutant, contaminant, or waste; and (h) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring, or remediation. As used herein, the term "Environmental Laws" shall mean all federal, state, and local laws, statutes, ordinances, and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees, and binding judgments relating to the regulation and protection of human health, safety, the environment, and natural resources (including, without limitation, ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation).

- C. <u>SELLER RELEASE</u>. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BEGINNING NINETY (90) DAYS AFTER CLOSING, PURCHASER RELEASES THE RDC, ITS DIRECTORS, OFFICERS, EMPLOYEES, CITY STAFF, AGENTS, RDC-RELATED PARTIES, AND ANY SUCCESSORS AND ASSIGNS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS WHICH PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER RELATED TO OR IN CONNECTION WITH THE PROPERTY OTHER THAN THOSE CLAIMS ARISING OUT OF FRAUDULENT ACTIONS OR INTENTIONAL MISREPRESENTATION BY THE RELEASED PARTIES. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO ITS EXPRESS TERMS AND PROVISION, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES, AND CAUSES OF ACTION.
- **D.** <u>Survival</u>. The provisions of this Article 7 shall survive the Closing or the earlier termination of this Agreement and shall not be deemed to have merged into any of the documents executed or delivered at Closing.

8. <u>Closing Adjustments and Prorations:</u>

A. <u>Taxes:</u> RDC acknowledges that the Real Estate is currently exempt from property taxation. Purchaser shall notify the County Assessor of any change in status and

shall be responsible for all property taxation after the Real Estate is transferred from the RDC to Purchaser.

- **B.** <u>Recording Fees:</u> RDC shall pay all recording costs related to the conveyance of the Property to Purchaser.
- C. <u>Insurance Contracts:</u> All insurance maintained by RDC in respect of the Property, if any, shall be canceled as of the Closing Date.
- **D.** <u>Other Closing Costs:</u> The Purchaser shall be responsible for any other ordinary and customary closing costs.

9. Covenants and Assurances:

- i. The RDC and Purchaser acknowledge and assure that, prior to execution of this Agreement, each secured the necessary authorizations required by law or its governing authority, and that, in the event a deficiency in process is determined, cach will take any and all steps necessary to immediately cure such deficiency in order to fully implement and ratify the terms of this Agreement.
- ii. The RDC owns good, marketable and indefeasible fee simple title to the Real Estate free and clear of any and all liens, mortgages, pledges, security interests, conditional sales agreements, charges and other claims, interests or encumbrances except the Permitted Exceptions and those encumbrances that shall be removed at Closing.
- iii. There are no mechanic's or materialmen's liens against the Property, and no unpaid claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing the Property in respect of which liens may or could be filed against the Property.
- iv. To the best of the RDC's knowledge, the Real Estate is free and clear of all hazardous materials, except for asbestos, chemical irritants in the vault/safe, and possible residue from underground storage tanks that were removed from the Real Estate in compliance with Environmental Laws.
- v. Purchaser shall at all times use and maintain the Real Estate in accordance with the laws, codes, ordinances and regulations of the United States of America, the State of Indiana, County of Monroe and the City of Bloomington, Indiana, that apply to Purchaser.
- vi. Purchaser agrees to renovate the Kohr Building consistent with the Development Proposal attached hereto as <u>Exhibit B</u>. Purchaser anticipates the total costs to complete such renovation is Eighteen Million Dollars (\$18,000,000.00).
- vii. Purchaser agrees to facilitate the RDC and City of Bloomington's completion of adjacent right of way improvements, including a new portion of Jackson Street,

widening of Rogers Street, and construction of alleyways by December 31, 2025 ("Street Project"). The City of Bloomington shall seek, and the Purchaser shall grant, a temporary easement for completion of all work related to the Street Project, including the tree removal referenced in Article 3(C)(ii) of this Agreement. The temporary easement necessary for the Street Project shall be granted at no cost to the RDC or the City of Bloomington. The City of Bloomington shall coordinate all work with Purchaser and Purchaser's site representatives. The terms and provisions of this Section shall survive Closing.

- viii. This Agreement constitutes the sole and only agreement between the RDC and Purchaser and supersedes any prior understanding or written or oral agreements between the RDC and Purchaser respecting the transaction.
- ix. This Agreement shall be construed according to the laws of the State of Indiana.

<u>Purchaser's Site Access</u>. Purchaser, may enter the Real Estate and improvements (Kohr Building) for the limited purpose of performing due diligence during the Feasibility Period, as detained in Article 3(C), including, if necessary, providing temporary utility service, to assess the improvements or to condition the space and/or maintenance.

- 10. <u>Risk of Loss</u>. The RDC shall bear the risk of loss until Closing. In the event of any loss or damage to the Real Estate, improvements, or any portion thereof (or in the event any governmental authority issues notice of its intent to take the Real Estate or any portion thereof through its power of eminent domain), Purchaser may elect to terminate this Agreement by written notice to Seller, in which event the parties shall have no further right or obligation under this Agreement. If Purchaser does not elect to terminate this Agreement, then Purchaser may elect to proceed with the transactions contemplated by this Agreement, in which event Seller shall assign to Purchaser all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the premises in question at the Closing and there shall not be any reduction to the Purchase Price except for the cost of the deductible payment associated with recovering under such insurance policies. Upon Closing, full risk of loss with respect to the Property shall pass to Purchaser.
- 11. <u>Site Security</u>. Immediately effective upon Closing, Purchaser shall assume responsibility for securing the Real Estate through whatever means Purchaser decms acceptable. In addition to the Real Estate conveyed in this Agreement, the RDC agrees to convey the 8' high chain link fence, including any lockable access gates that exist within the Real Estate boundaries. The fence shall remain in place during the construction of the project. Purchaser bears sole responsibility for maintaining the fence after Closing.
- 12. <u>Default</u>. In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by a party, or if any representation or warranty made herein is untrue or breached as of the Closing Date,

then the non-breaching may avail itself of any and all remedies at law or in equity, including, but not limited to, a suit for specific performance of this Agreement or for damages for the breach of this Agreement or any of the representations or warranties set forth herein, and shall further be entitled to recover attorneys' fees incurred in connection with any such action.

13. <u>Notices</u>. All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally or on the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed appropriately as follows:

If to Purchaser:	Housing Authority of the City of Bloomington, Indiana 1007 N. Summit St. Bloomington, IN 47404 Attn: Executive Director
Copy to:	Fox Rothschild LLP BNY Mellon Center 500 Grant Street, Suite 2500 Pittsburgh, PA 15219 Attn: Michael H. Syme
Copy to:	Kohr BHA, LP c/o Brinshore Development, L.L.C. 1603 Orrington Avenue, Suite 450 Evanston, IL 60201 Attn: Richard Sciortino
lf to RDC:	The Redevelopment Commission of Bloomington, Indiana Attn.: Larry Allen City of Bloomington Legal Department 401 N. Morton St, Ste. 220 Bloomington, IN 47404

Either party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.

- 14. <u>Assignment</u>. Neither party may assign its interest in this Agreement without the prior written consent of the other party.
- 15. <u>Survival of Provisions</u>: Except for those terms, covenants and conditions which are to be fully performed at or prior to the Closing, the terms, covenants, conditions, and representations contained in this Agreement survive the Closing and delivery of the warranty deed for the time periods provided herein.

- 16. <u>Severability:</u> In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- 17. <u>Binding on Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.
- 18. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which, when taken together, shall constitute one and the same agreement.
- **19.** <u>Modification</u>. This agreement may not be changed or modified except by an agreement in writing signed by the party sought to be charged with such modification.
- 20. <u>Waiver</u>. No failure on the part of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof; provided, however, that either party may, at its sole option, waive in writing any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this Agreement. No delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right. All rights and remedies existing under this Agreement shall be cumulative and shall be in addition to those otherwise provided by law.
- 21. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior discussions, letters of intent, agreements, writings and representations between RDC and Purchaser with respect to the Property and the transaction contemplated herein.
- 22. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the RDC and Purchaser have executed this Agreement as of the dates set forth below.

CITY OF BLOOMINGTON THE CITY OF REDEVELOPMENT COMMISSION

HOUSING AUTHORITY OF

BLOOMINGTON, INDIANA

By: Deborah Myerson, President

Date: 12/16/24

ATTES7 By:

John West, Secretary

Date: 12

By:

Katherine Gazunis, Executive Director

Date:

CITY OF BLOOMINGTON hage By: Margie Rice, Corporation Counsel

Date: 12.23.24

IN WITNESS WHEREOF, the RDC and Purchaser have executed this Agreement as of the dates set forth below.

CITY OF BLOOMINGTON THE CITY OF REDEVELOPMENT COMMISSION

HOUSING AUTHORITY OF

BLOOMINGTON, INDIANA

By: _ Deborah Myerson, President

Date:

ATTEST:

By: _____

John West, Secretary

Date:	

By: <u>VVACATATIONS</u> Katherine Organis, Executive Director Date: <u>12/T8/2024</u>

CITY OF BLOOMINGTON

By: ______ Margie Rice. Corporation Counsel

Date: _____

EXHIBIT A REAL ESTATE DESCRIPTION

LOT 19 IN THE HOPEWELL WEST SUBDIVISION PER PLAT THEREOF RECORDED ON OCTOBER 14, 2024 WITH THE MONROE COUNTY RECORDER AS INSTRUMENT NO. 2024010984.

162178709.2

165722760.2

Resolution 24-89 Exhibit A

EXHIBIT B DEVELOPMENT PROPOSAL

[SEE ATTACHED]

EXHIBIT C GROUND LEASE GROUND LEASE KOHR COMMUNITY FLATS

BASIC LEASE INFORMATION

EFFECTIVE DATE:	As of [closing date]
LANDLORD:	Housing Authority of the City of Bloomington, Indiana 1007 N Summit St. Bloomington, IN 47404 Attn: Katherine Gazunis, Executive Director
TENANT:	Kohr BHA, LP c/o Summit Hill Kohr, LLC 1007 N. Summit Street Bloomington, IN 47404
	and, for so long as Brinshore Development, L.L.C., is a member of Kohr BHA Manager, LLC:
	c/o Brinshore Development, L.L.C. 1603 Orrington Avenue, Suite 450 Evanston, IL 60201 Attn: Richard Sciortino
PREMISES:	The Land, situated in Bloomington, Indiana, as more particularly described in Exhibit A, together with the Improvements thereon.
RENT:	Capitalized Lease Payment: \$99.00
PURCHASE PRICE:	\$1,600,000.00
TERM:	The period beginning on the Effective Date and ending on Dccember 31, 2123 unless sooner terminated pursuant to the terms of this Ground Lease.
LIST OF EXHIBITS	 The exhibits attached to this Ground Lease are part of this Ground Lease. A. Legal Description B. Definitions C. List of Plans and Specifications D. Construction Budget E. Permitted Encumbrances

NONFOREIGN PERSON CERTIFICATION

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Housing authority of the City of Bloomington, Indiana ("Transferee") that withholding of tax is not required upon the disposition of a U.S. real property interest by City of Bloomington, Indiana, by and through the Bloomington Redevelopment Commission ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor as follows:

- Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign 1. estate (as those terms are defined in the Internal Revenue Code and income tax regulations);
- Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); 2.
- The correct U.S. taxpayer identification number for Transferor is 3. 35-6000954 :
- The correct address for Transferor is: 461 N. MORTONS TREET, BLOOMING TON, IN 4. 47404.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Dated as of December 16, 2024.

"Transferor"

City of Bloomington, Indiana, by and through the Bloomington Redevelopment Commission

By: Mug Name: DEBORAH MYERSON

Its: PRESIDENT

EXHIBIT D RESTRICTIVE COVENANT FORM

Cross Reference to _____ (insert deed).

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT (the "Covenant") is made this _____ day of January, 2025 (the "Effective Date"), by the Housing Authority of City of Bloomington, Indiana, its successors and assigns ("Owner") and the City of Bloomington Redevelopment Commission ("RDC").

WITNESSES THAT:

WHEREAS, simultaneously herewith, RDC is conveying to Owner that certain property located in Monroe County, Indiana, such property being more particularly described on Exhibit Λ attached hereto and incorporated herein by this reference (the "**Property**");

WHEREAS, Owner intends to develop a low income housing tax credit residential community on the Property and anticipates recording a Notice of Licn and Extended Use Agreement by and between Owner and the Indiana Housing and Community Development Authority (the "LURA");

WHEREAS, Owner and RC desire to subject the Property to certain use restrictions and to fix and establish such restrictions set forth in this Covenant, upon and subject to which all of the Property, or any part thereof, can only be developed, improved, held, leased, sold, used and/or conveyed.

NOW, THEREFORE, in consideration of the conveyance and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and RDC hereby covenant and agree as follows:

1. <u>Restriction.</u> The Owner, its successors and assigns, shall maintain the Property as permanent affordable housing in accordance with the LURA. After the expiration of the Compliance Period (as used in the LURA and Section 42 of the Internal Revenue Code), 100% of the Property shall be leased to low or very low income tenants (households with income no greater than 80% of AMI). This Covenant and the restrictions set forth herein shall expire on the date that is ninety-nine (99) years after the Effective Date.

2. <u>Amendment.</u> This Covenant may not be released and/or amended except in writing signed by the RDC, its successor or assigns.

3. <u>Covenants Run With the Land</u>. The restrictions contained herein shall be appurtenant to and for the benefit of RDC, and its respective successors and assigns, and shall be a burden on all portions of the Property and shall run with the land. This Covenant and the restrictions created hereby shall inure to the benefit of and be binding upon Owner and their successors in title to all or any portion of the Property.

4. <u>Enforcement/Assignment</u>. This Declaration may be enforced by RDC or any of its respective successors and assigns. Any such party, in the event of a breach of this Covenant, shall have all rights available at law and/or equity, including the right to bring a suit for injunctive relief or specific enforcement of the Covenant.

5. <u>Governing Law.</u> This Declaration shall be governed by and construed under the laws of the State of Indiana.

[SIGNATURES PAGES TO FOLLOW IN COUNTERPART]

IN WITNESS WHEREOF, the undersigned has caused the execution of this Covenant to be effective as of the day, year first above written.

Housing Authority of City of Bloomington, Indiana

By: Viacini (Signature)

Its: Katherine Gazunis, Executive Director

STATE OF THO ANA)) SS: COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Katherine Gazunis, the Executive Director of Housing Authority of City of Bloomington, Indiana, who acknowledged execution of the foregoing Covenant as such officer acting for and on behalf of Housing Authority of City of Bloomington, Indiana

Witness my hand and Notarial Seal this 18 day of December, 2024. Lise Harler (signature) Lisa Haster Notary Public

My Commission Expires: Sept 25, 2031 County of Residence: GREENE



City of Bloomington Redevelopment Commission

CHRISTINA FINLEY NOTARY PUBLIC SEAL STATE OF INDIANA MY COMMISSION EXPIRES APRIL 19, 2031 COMMISSION NUMBER NP0666835

(Signature) By:

Its: <u>DEBURAH MYERSON</u> PRESIDENT (Printed Name and Title)

STATE OF Indiana)) SS: COUNTY OF Monral)

Before me, a Notary Public in and for said County and State, personally appeared $\mathcal{DEBarah}$ MYERSON, the <u>*fREstDENT*</u> of City of Bloomington Redevelopment Commission, who acknowledged execution of the foregoing Covenant as such officer acting for and on behalf of City of Bloomington Redevelopment Commission.

This instrument prepared by and when recorded return to: Katie Marschke, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, IN 46282.

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. <u>Katie Marschke.</u>

EXHIBIT A

Legal Description

LOT 19 IN THE HOPEWELL WEST SUBDIVISION PER PLAT THEREOF RECORDED ON OCTOBER 14, 2024 WITH THE MONROE COUNTY RECORDER AS INSTRUMENT NO. 2024010984.



Board of Public Works Staff Report

Project/Event:	Request of acceptance of the Public Improvement Bond estimate for Subdivision of Seminary Lot 102 1225 E. Maxwell St.
Petitioner/Representative:	Robert Lee
Staff Representative:	Maria McCormick
Date:	May 6, 2025

Report:

Robert Lee is requesting approval of the Public Improvement Bond estimate for the Subdivision of Seminary Lot 102 1225 E. Maxwell Ln. This property was recently subdivided into two lots. This bond covers the costs for all public improvements for this lot subdivision – sidewalks, a drive cut and street trees. This bond estimate has been reviewed and approved by Engineering Department staff at a value of \$36,100.00

1225 E MAXWELL SIDEWALK

4/15/2024 Rev 12/23/2024

	Quantity	Unit	Unit Price	Total Price
DEMOLISH EXISTING WALK, CR STONE, MULCH SEED	1	1	Ι	
DISTURBED AREAS	80.5	SYS	\$38.00	\$3,059.00
4.5' WIDE CONCRETE SIDEWALK (4")	67.5	SYS	\$101.00	\$6,817.50
3.5' WIDE CONCRETE SIDEWALK (4'')	3.8	SYS	\$101.00	\$475.00
CONCRETE SIDEWALK COMPACTED AGGREGATE SIZE		515	\$125.00	Ş475.00
NO. 53 BASE (4")	65	TON	\$170.00	\$11,050.00
4.5' WIDE INDOT ACCESSIBLE CURB RAMP (WITH				
DETECTABLE WARNINGS)	1	EA	\$923.00	\$923.00
LANDSCAPING - STREET TREE PLANTING	7	EA	\$500.00	\$3,500.00
DRIVEWAY APRON (REINFORCED CONCRETE)	32	SYS	\$192	\$6,151.68
			SUB-TOTAL=	\$28,917.18
		25% CONT	INGENCY=	\$7,229.30
			TOTAL=	\$36,146.48
		ESTIMATE	D COSTS=	\$36,100.00



The South half of the following described real estate in Monroe County, Indiana, to-wit: A part of Seminary Lot One Hundred Two (102) in the City of Bloomington, Indiana, bounded and described as follows: Beginning at the Southeast corner of said Seminary Lot 102 and running thence North along the East line of said Seminary Lot (which is the West line of Highland Avenue), 225 feet to the South line of Wylie Street in the City of Bloomington; thence West along the south line of said Wylie Street 164 feet, more or less; thence South 225 feet to the South line of said Seminary Lot (which is the North line of Maxwell Lane); thence East along said South line of said Seminary Lot 164 feet, more or less, to the place of beginning.

DESCRIPTION: LOT 1

A part of Seminary Lot 102 in the City of Bloomington, Indiana as shown on the plat of survey by C.D. Graham, PS 9500014, dated November 10, 2022 as job number 5022071 for Bynum Fanyo & Associates, more particularly described as follows: Commencing at the southeast corner of said Lot 102, also being the intersection of the West right of way of Highland Avenue and the North right of way of Maxwell Lane; thence North 89 degrees 46 minutes 49 seconds West 164.00 feet along the said North right of way and south line of said Lot 102 to the southwest corner of a tract of land described in Deed Record 412, Page 452 in the Office of the Recorder of Monroe County, Indiana; thence along the West line of said tract North 00 degrees 16 minutes 41 seconds West 9.81 feet to the point of beginning: thence continuing along said West line North 00 degrees 16 minutes 41 seconds West 105.16 feet to the northwest corner of said tract; thence South 88 dearees 55 minutes 07 seconds East 61.00 feet along the North line of said tract; thence South 00 degrees 17 minutes 11 seconds East parallel with said West line 104.25 feet; thence North 89 degrees 46 minutes 49 seconds West 61.00 feet to the point of beginning. Containing 6388 square feet (0.147 acres), more or less.

DESCRIPTION: LOT 2

A part of Seminary Lot 102 in the City of Bloomington, Indiana as shown on the plat of survey by C.D. Graham, PS 9500014. dated November 10, 2022 as Job Number 5022071 for Bynum Fanvo & Associates, more particularly described as follows: Commencing at the southeast corner of said Lot 102, also being the intersection of the West right of way of Highland Avenue and the North right of way of Maxwell Lane; thence North 00 degrees 16 minutes 42 seconds West 112.50 feet along said West right of way to the Northeast corner of a tract of land described in Deed Record 412, Page 452 in the Office of the Recorder of Monroe County, Indiana: thence North 88 degrees 55 minutes 07 seconds West 10.50 feet along the North line of said tract to the point of beginning: thence South 00 degrees 16 minutes 42 seconds East parallel to said West right of Way 77.64 feet to a curve concave Northwest with a Radius of 25.00 feet for a dictance of 39.49 feet; thence North 89 degrees 46 minutes 49 seconds West 67.28 feet; thence North 00 degrees 17 minutes 11 seconds West 104.25 feet to the North line of said tract; thence North 88 degrees 55 minutes 07 seconds East 92.54 feet to the point of beginning. Containing 9443 square feet (0.217 acres), more or less.

PROPERTY LINE	
SETBACK LINE	
ROAD CENTERLINE	
BUILDING	
PAVEMENT EDGE	

OWNER CERTIFICATION:

THE UNDERSIGNED, ROBERT C. LEE AND MARIAM EHTESHAMI, BEING THE OWNER(S) OF THE ABOVE DESCRIBED REAL ESTATE, DOES HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THIS PLAT. THIS WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS ESMAIL SUBDIVISION,

ALL ADDITIONAL ROAD RIGHT-OF-WAYS SHOWN AND NOT PREVIOUSLY DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.

IN WITNESS WHEREOF, ROBERT C. LEE AND MARIAM EHTESHAMI, HAS HEREUNTO EXECUTED THIS _____ DAY OF _____, 20____

BY:_____NAME: ROBERT C. LEE

BY:_

NAME: MARIAM EHTESHAMI

NOTARY CERTIFICATION:

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PRESONALLY APPEARED ROBERT C. LEE AND MARIAM EHTESHAMI, BEING THE OWNER OF THE DESCRIBED REAL ESTATE AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING PLAT FOR THE REAL ESTATE KNOWN AS ESMAIL SUBDIVISION, AS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL

THIS_____DAY OF

_____, 20___.

NOTARY PUBLIC (SIGNATURE)

NOTARY PUBLIC (PRINTED NAME)

COUNTY OF RESIDENCE:

MY COMMISSION

EXPIRES:

DESCRIPTION: DEDICATED R/W

CERTIFICATE OF APPROVAL OF PLAN COMMISSION

UNDER THE AUTHORITY OF INDIANA CODE 36-7-4 700 SERIES, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON AS FOLLOWS:

"Pursuant to Bloomington Municipal Code 20.06.060(C)(3)(i)(1), approval authority was delegated to the Planning and Transportation Department by the Plan Commission at its hearing on March 6, 2023.

"The Planning and Transportation Department approved this plat on:

David Hittle, DIRECTOR OF PLANNING AND TRANSPORTATION

SURVEYOR'S CERTIFICATE:

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA.

DATED THIS 12 DAY OF AUGUST, 2024

No. ▲ LS29500014 STATE OF NO SURVE

C. D. GRAHAM REGISTERED LAND SURVEYOR 29500014 STATE OF INDIANA

I, C. D. GRAHAM, 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.

A part of Seminary Lot 102 in the City of Bloomington, Indiana as shown on the plat of survey by C.D. Graham, PS 9500014, dated ??, 2022 as job number 5022071 for Bynum Fanyo & Associates, more particularly described as follows:

Beginning at the southeast corner of said Lot 102, also being the intersection of the West right of way of Highland Avenue and the North right of way of Maxwell Lane; thence North 89 degrees 46 minutes 49 seconds West 164.00 feet along the said North right of way and south line of said Lot 102 to the southwest corner of a tract of land described in Deed Record 412, Page 512 in the Office of the Recorder of Monroe County, Indiana; thence along the West line of said tract North 00 degrees 16 minutes 41 seconds West 9.81 feet; thence South 89 degrees 46 minutes 49 seconds East parallel with said North right of way 128.28 feet to a curve concave Northwest with a radius of 25.00 feet for a distance of 39.49 feet; thence North 00 degrees 16 minutes 42 seconds West parallel with said West right of way 77.64 feet to the north line of said tract; thence South 88 degrees 55 minutes 07 seconds East 10.50 feet along said north line to the said West right of way of Highland Avenue, thence South 00 degrees 16 minutes 42 seconds East 112.50 feet along said West right of way to the point of beginning. Containing 2824 square feet (0.065 acres), more or less.



SHEET 1 OF 1

Project No: 5022071



Δ	R			Λ								
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						C4 C5	01 501 501	PROP LANDS	-	TE PLAN	I DETAIL	
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RAF	RTMENT FIC CON	ITROL									HUMMES HUMPES	D. STERCORT
	STANDAF PLANS	τU										







revisions: 11/19/2024 02/03/2025 04/03/2025
CIVIL ENGINEERING CIVIL ENGINEERING PLANNING bloomington, indiana (812) 339-2990 (Fax)
BYNUM FANYO & ASSOCIATES, INC. 528 horth walnut street (812) 332-8030
No. STATE OF Certified by:
P R O P O S E D SIDEWALK REHABILIAT & HIGHLAND 1225 E MAXWELL LN BLOOMINGTON, IN 47401
title: EXISTING SITE PLAN designed by: CDG drawn by: CDG checked by: sheet no: C101 project no.: 5023070

No.	WIDTH	CROSS SLOPE
1	6.0	1.2 0.7 1.0 SEE DETAIL
2 3	4.6	0.7
3	5.0	1.0
DRIVE	CUT	SEE DETAIL
4	5.2	4.5
5	3.1	4.5 3.5
6	5.1	3.7
7	5.2	3.0
8	5.1	3.7 3.0 3.3
9	52	4.9
10	51	.37
11	51	4.9 3.7 3.7 3.0
12	5.2	3.0
12 13 14	J.Z 1 Q	3.8
11	4.3 5.0	1.0
14	- 0.∠ 5.0	+.∠ 7 7
15	<u> </u>	J.J 0 Z
	CUT 5.2 3.1 5.1 5.2 5.1 5.2 5.1 5.2 5.1 5.2 5.1 5.2 4.9 5.2 5.2 5.2 5.2 5.2 5.2 5.2 5.2 5.2 5.2	2.3
17	0.2	2.0
18	5.0	1.4
19	5.0	1.2
20 21 22 23 24	5.0	4.2 3.3 2.3 2.8 1.4 1.2 2.8 2.3 2.3 2.3 2.1
21	4.9	2.3
22	5.0	2.3
23	5.0	2.1
24	5.1	1./
25	5.0	2.4
26	5.0	1.7 2.4 2.8
27	5.4	4.4
28	5.0	5.2
29	NTERSECTION	SEE DETAIL
30	NTERSECTION 5.0	0.3
29 30 31	4.5	1.6
32	4.6	0.2
33	5.0	1.0
34	5.0	1.0
35	5.0	1.2
36	5.0	2.1 1.0 1.0
37	5.0 5.1	1.0
38	5.0	1.0
39	4.9	1.0
40	5.0	1.6
41	4 9	1.0 1.6 1.4 1.6 1.6 1.7 1.4
42	4.9 5.0	1.1
42 43	5.0	1.0
44	5.0	1 7
45	4.6	1.7 1 Δ
45	4.0	
40		2.1 3.5
	5.0	
48	5.0	4.4
49	4.9	1.0 1.2
50	5.0	1.2
51	5.0	1.2

51 5.0 1.2 * SLOPES NEGATIVE (DOWN) FROM BACK OF WALK TO STREET

NOTE TO CONTRACTOR

CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.



	revisions: 11/19/2024 02/03/2025 04/03/2025
	ARCHITECTURE CIVIL ENGINEERING CIVIL ENGINEERING PLANNING bloomington, indiana (812) 339-2990 (Fax)
N. SEE SEE	BYNUM FANYO & ASSOCIATES, INC. 528 north walnut street (812) 332–8030
	Certified by:
ſON	R O P O S E D IDEWALK REHABI HIGHLAND 25 E MAXWELL LN 225 E MAXWELL LN 225 E MAXWELL LN 225 E MAXWELL LN 225 E MAXWELL LN 226 MINGTON, IN 47401
AND NOTIFY ON OR ANY ALL BE MADE ND CHANGES	title: DEMOLITION PLAN designed by: CDG drawn by: CDG checked by: sheet no: C201 project no.: 5023070

DEMOLITION NOTES

REMOVE EXISTING SIDEWALK WITHIN LIMITS SHOWN. EXISTING CURB TO REMAIN.

REMOVE EXITING STOP BAR. TO BE REPLACED. SEE SHEET C501

REMOVE EXISTING STOP SIGN. TO BE REPLACED. SEE SHEET C501

NOTE TO CONTRACTOR:

CONTRACTOR SHALL OBTAIN A CITY OF BLOOMINGTON RIGHT-OF-WAY ACTIVITY PERMIT PRIOR TO BEGINNING ANY WORK LOCATED WITHIN THE CITY OF BLOOMINGTON RIGHT-OF-WAY.



CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.





		revisions: 02/03/2025 04/03/2025 04/16/2025
		ARCHITECTURE CIVIL ENGINEERING CIVIL ENGINEERING PLANNING bloomington, indiana (812) 339–2990 (Fax)
		BYNUM FANYO & ASSOCIATES, INC. 528 north walnut street (812) 332-8030
		Certified by:
		O P O S E D E WALK REHABILIATION - MAXWELL IIGHLAND E MAXWELL LN OMINGTON, IN 47401
REVEAL © NEXT 5 FT PANEL	NOTE TO CONTRACTOR CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.	title: PROPOSED SITE DETAIL designed by: CDG drawn by: checked by: sheet no: C401 project no.: 5023070









Board of Public Works Staff Report

Lane and Sidewalk Closure Requests from CSU
Alex Gray
Stefanie Straub, CSU Contracting
May 6 th , 2025

Report: CSU Contracting is performing fiber optic installation work from the Duke Energy substation on S Rogers St across from Switchyard Park, south to W Country Club Dr, east to S Walnut St Pike, and south to Heather Dr. This path continues into the County and is a part of Duke Energy's upgrades to their substation. CSU is requesting lane and sidewalk closures over the course of their project that they estimate will take until December 31st, 2025, or roughly 7 months, with most weeks being about 5 days of work a week.


CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130 P.O. Box 100 Bloomington, IN 47402

Phone: (812) 349-3913 Fax: (812) 349-3520

ROW EXCAVATION ROW USE 1531 S ROGERS ST, W COUNTRY CLUB DR, Email: ADDRESS OF ROW ACTIVITY: WALNUT PIKE/S WALNUT ST PIKE engineering@bloomington.in.gov

A. APPLICANT/AGENT INFORMATION:	D, TRAFFIC CONTROL DEVICES*:
APPLICANT NAME: STEFANIE STRAUB	CONES MARROWBOARD
E-MAIL: SSTRAUB@CSUCONTRACTING.COM	□ LIGHTED BARRELS □ TYPE 3 BARRICADES
COMPANY: CSU, INC.	FLAGGERS DPD OFFICER
ADDRESS: 3919 CLARKS CREEK RD	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND
CITY, STATE, ZIP: PLAINFIELD, IN 46168	MAINTENANCE OF TRAFFIC (MOT)PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT
24-HR EMERGENCY CONTACT NAME: <u>BRIAN PAUL II</u>	site plan if needed or you can submit a separate sheet E. METERED PARKING SPACES NEEDED:
24-HR CONTACT PHONE #: <u>317-709-0908 CELL</u>	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)
INSURANCE #*: 42587 19100 42579 COMPANY: AMCO INS CO ALLIED PROP & CAS INS CO	APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/
BOND#*: 9409635 COMPANY:FIDELITY & DEPOSIT CO OF MD	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	F. IS THIS A CBU* COUNTY* I IU* NP* PROJECT?
SUBCONTRACTOR INFORMATION	PROJECT NAME: N/A
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #:
COMPANY NAME:	PROJECT MGR.:
B. WORK DESCRIPTION:	PROJECT MGR. #:
□ POD/DUMPSTER □ CRANE □ SCAFFOLDING ☑ CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
(EXPLAIN): FIBER OPTIC COMMUNICATIONS INSTALLATION BY DIRECTIONAL BORE	G. EXCAVATIONS:
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF PAVEMENT EXCAVATIONS : 28.5' (19 potential utility potholes)
C. RIGHT OF WAY TO BE USED/CLOSED:	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
STREET NAME 1: S ROGERS ST	SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>485'</u> (tie-ins, bore pits, trenches)
1ST INTERSECTING STREET NAME: W HILLSIDE DR	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE LINEAL FT OF BORE*: 12,077'
2ND INTERSECTING STREET NAME: W COUNTRY CLUB DR	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS
□ ROAD CLOSURE II LANE CLOSURE 1 1 2 □ 3 □	# OF POLE INSTALLATIONS/REMOVAL: 0
□ SIDEWALK* □ BIKE LANE □ OTHER	SQ FT OF SIDEWALK RECONSTRUCTION*: 16'
TRANSIT STOP? I Y IN PARKING LANE(S)** I Y IN N **NON-METERED	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
START DATE: 05/01/25 END DATE: 12/31/25 # OF DAYS*: UP TO 5	SQ FT OF SIDEWALK NEW CONSTRUCTION*:O
DAYS PER WEEK OF ACTIVE CONSTRUCTION	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
STREET NAME 2: W COUNTRY CLUB DR	#RESIDENTIAL DRIVEWAY INSTALLATION: 0
1ST INTERSECTING STREET NAME: SROGERS ST	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY,
2ND INTERSECTING STREET NAME: WALNUT PIKE	7 DAYS A WEEK CALL 811 OR 800-382-5544
\square ROAD CLOSURE \square LANE $\frac{\text{RESTRICTION}}{\text{CLOSURE}}$ 1 \square 2 \square 3 \square	Know what's below. Call before you dig. ITS THE LAW.
SIDEWALK* 🗖 BIKE LANE 🗖 OTHER	H. INDEMNIFICATION AGREEMENT:
TRANSIT STOP? \Box Y M N PARKING LANE(S)** \Box Y M N **NON-METERED	The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the
START DATE: <u>05/01/25</u> END DATE: <u>12/31/25</u> # OF DAYS*: <u>UP TO 5</u> DAYS PER WEEK OF ACTIVE CONSTRUCTION	City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	right-of-way use pursuant to this permit grant.
STANDARD CLOSURE HOURS 🗹 🛛 *NON-STANDARD CLOSURE HOURS 🗖	I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.
REQUESTED CLOSURE HOURS: <u>08:00</u> AM - <u>04:00</u> PM	PRINT NAME: STEFANIE STRAUB
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process	SIGNATURE:
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	DATE: 04/18/25
(/AM to 7FM tof pheumatic hammers)	1, , , ,

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____

BPW 🗖 City Engineer 🗖 Director Date:_____

Staff Representative: _____ Phone#: _____ Date:___

PAGE 1

C. RIGHT OF WAY TO BE USED/CLOSED: **CONTINUED**
STREET NAME : WALNUT PIKE
1ST INTERSECTING STREET NAME: W COUNTRY CLUB DR
2ND INTERSECTING STREET NAME: S WALNUT STREET PIKE
□ ROAD CLOSURE
□ SIDEWALK* □ BIKE LANE □ OTHER
TRANSIT STOP? TY Y N PARKING LANE(S)** Y Y N N **NON-METERED
START DATE: 05/01/25 END DATE: 12/31/25 # OF DAYS*: UP TO 5
DAYS PER WEEK OF ACTIVE CONSTRUCTION
STREET NAME : S WALNUT STREET PIKE
1ST INTERSECTING STREET NAME: WALNUT PIKE
2ND INTERSECTING STREET NAME: E HEATHER DR
□ ROAD CLOSURE LANE CLOSURE 1
□ SIDEWALK* □ BIKE LANE □ OTHER
TRANSIT STOP? TY Y N PARKING LANE(S)** TY Y N N **NON-METERED
START DATE: 05/01/25 END DATE: 12/31/25 # OF DAYS*: UP TO 5 DAYS PER WEEK OF ACTIVE CONSTRUCTION
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW

- A permit <u>MUST</u> be obtained for ALL activities located within the right-of-way such as: excavations, use, obstruction, trenching, boring, etc.
- Expect a 5-7 day (business day) turn-around time on standard permit requests. If permit includes use of the right of way for a Road closure, sidewalk/bike/lane closures on an arterial, or any closure over 14 days expect the turn around time to be longer.
- The applicant **MUST** be bonded and insured with the City of Bloomington to obtain permits to excavate within public Right of Way and for right of way use.
- The applicant <u>MUST</u> attach a site plan which identifies the following:

 The specific location of all utilities already located in the right-of-way.
 The specific location of all utilities already located in the right-of-way.
 The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the specific location of the device or structure being installed as a result of the excavation.
 The specific location of all proposed utilities.
 Lattitude and Longitude of the project location.
- The applicant must specify the area(s) being restricted (traffic lane, shoulder, sidewalk, bike lane or parking lane). Please indicate if restricting access to: Metered parking or Bloomington Transit Bus Stops.
- To apply for a *TOTAL ROAD CLOSURE*, the applicant must submit an MUTCD compliant mainteance of traffic plan that includes Detour route signs. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. The applicant must notify all adjacent affected businesses, churches, schools, and residences of the closure and provide step-by-step directions of traffic detour. Closures are subject to ROW Inspector, Department Director(s), and Board of Public Works approval, so approval times could vary. Closures over 3 days require Board of Public Works approval.
- To apply for a *SIDEWALK, BIKE LANE OR LANE CLOSURE*, the applicant must submit an MUTCD compliant mainteance of traffic SITE PLAN that includes TYPES and LOCATIONS of all traffic control devices/signs. When a walkaround is required the site plan must include dimensions and location of barricades for the walkaround. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. Closures over 14 days require Board of Public Works approval.
- The applicant must identify the exact date or date range for which the work will actually take place. A permit is not officially issued until the inspector listed on the permit is contacted regarding the exact date a sidewalk, lane, bike lane will be closed. If an exact date can't be given at the time the permit is applied for, you must contact our office **72 hrs BEFORE** a closure begins so we are able to update our police, emergency, and transit personnel on our publicly viewed inRoads page. Failure to communicate dates of a closure are subject to penalty in Bloomington Municipal Code. Permits will be considered expired one year after being issued if work has not begun (a new application will need to be submitted if permitee still intends to begin work).
- The applicant must keep crosswalks, ramps and sidewalks unobstructed to ensure they are passable by all types of pedestrians including, visually or hearing impaired or wheelchair bound pedestrians. This also applies to walkarounds.
- An exact legal address of the parcel nearest to the location where the work is taking place is required on each application.
- **ALL EXCAVATIONS** must be inspected. Contact the inspector by phone number listed on each permit. The general contact number is (812) 349-3913.
- Please contact the Utility Coordinator at the City of Bloomington Utilities Department if placing a new or working on an existing sanitary sewer lateral or water line/meter placement. (812)349-3930
- Any brick or inlaid limestone sidewalks or brick-surfaced streets shall remain undisturbed, unless specific permission is given by a representative of the Planning and Transportation Department. If they are disturbed: The surface material shall be taken up, saved, and re-installed to City of Bloomington specifications. Backfill methods and materials must also meet these specifications. These are subject to historic preservation approvals.
- This application and Additional use of right of way resources listed under 'Public Right of Way Permits and Resources' can be found: <u>https://bloomington.in.gov/engineering/resources</u>
- A copy of the Regulations for Use of the Right of Way (ORD 20-21)can be found: https://bloomington.in.gov/municipal-code



NOTES/ADDITIONAL INFORMATION/LEGEND:







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/23/2024

THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AN	LY OI	R NEO	GATIVELY AMEND, EXTEI S NOT CONSTITUTE A C	ND OR /	ALTER THE C	OVERAGE A	AFFORDED BY THE POLIC	IES	
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject to	the t	erms	and conditions of the po	licy, ce	rtain policies		•		
this certificate does not confer rights to PRODUCER	the c	ertiti	cate holder in lieu of sucr	CONTAC		or Pudo			
Brown & Brown Insurance Services, Inc.				PHONE	(217) 5		FAX (A/C, No):	(317) /	71-1700
11595 N Meridian St, Suite 250				(A/C, No E-MAIL ADDRES	Vield Dud	e@bbrown.cor		(317)4	71-1700
					IN	SURER(S) AFFOR	NDING COVERAGE		NAIC #
Carmel			IN 46032	INSURE	RA: Deposito	rs Insurance C	Company		42587
INSURED				INSURE	КD.	surance Com	,		19100
CSU, Inc.				INSURE	NO.		Casualty Insurance Company		42579
Attn: Lori Paul				INSURE	RD: At-BayS	pecialty Insura	ince Company		19607
3919 Clarks Creek Rd				INSURE	RE:				
Plainfield			IN 46168	INSURE	RF:				
			NUMBER: 2025-2026 Ma				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERT. EXCLUSIONS AND CONDITIONS OF SUCH PO	REME AIN, TH DLICIES	NT, TE HE INS S. LIM	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTRA E POLICI	ACT OR OTHER ES DESCRIBEI ED BY PAID CL	R DOCUMENT \ D HEREIN IS S .AIMS.	WITH RESPECT TO WHICH TH		
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
								_{\$} 1,00),000
CLAIMS-MADE 🗙 OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	_{\$} 100,	000
							MED EXP (Any one person)	_{\$} 10,0	00
A	Y		ACPGLDO3120251238		01/01/2025	01/01/2026	PERSONAL & ADV INJURY	ψ	0,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	_{\$} 2,00	0,000
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,00	0,000
OTHER:								\$	
							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00),000
							BODILY INJURY (Per person)	\$	
A OWNED SCHEDULED AUTOS ONLY			ACPBAPD3120251238		01/01/2025	/01/2025 01/01/2026		\$	
HIRED NON-OWNED AUTOS ONLY						(Per accident)	\$		
								\$	
			1000110100051000		04/04/0005		EACH OCCURRENCE	φ	0,000
B EXCESS LIAB CLAIMS-MADE			ACPCAA3120251238		01/01/2025	01/01/2026	AGGREGATE	\$ 5,00	0,000
								\$	
AND EMPLOYERS' LIABILITY Y / N								1.00	
C ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED?	N/A		ACPWCP3110251238	01/01/2025	01/01/2025	01/01/2026	E.L. EACH ACCIDENT	\$ 1,00	
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	Ψ	0,000	
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$5.0	0,000
D Cyber Liability			AB666402702		03/30/2024	03/30/2025	General Aggregate	φ 0 ,0	50,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	L ES (AC	L1	01, Additional Remarks Schedule,	may be at	ttached if more sp	bace is required)	LL		
CERTIFICATE HOLDER				CANC	ELLATION				
City of Bloomington 401 N Morton St. Suite 130 P O Box 100				SHO THE ACC	ULD ANY OF T EXPIRATION D	ATE THEREOF	SCRIBED POLICIES BE CANC 7, NOTICE WILL BE DELIVERE 7 PROVISIONS.		BEFORE
Bloomington			IN 47402			~ ~			- 1

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Zurich Surety

Surety Service Center 1299 Zurich Way Schaumburg, IL 60196

Bond No. 9409635

CONTINUATION CERTIFICATE

For Miscellaneous Terms Bonds

Principal: CSU, Inc.

and the Fidelity and Deposit Company of Maryland, as Surety in a certain Bond No. <u>9409635</u>, with an effective date of the <u>31st</u> day of <u>October</u>, <u>2022</u> in the penalty of :

Twenty Five Thousand and 00/100

Dollars (\$25,000.00

In Favor of: City of Bloomington

do hereby continue said bond in force for the further term(s) of 2 years(s) beginning on the 31st day of October

2024 and ending on the 31st day of October , 2026

License and Permit Bond

PROVIDED, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said Fidelity and Deposit Company of Maryland under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 21st day of August , 2024

Witness:

Principal (SEAL)

Principal (SEAL)

(SEAL) Principal

SEAL SEAL

BY:

Fidelity and Deposit Company of Maryland

Candy L. Browning

andy & Biowning

, Attorney-in-fact

LPM 90001 Ed.(08/16)

LPM9409635 Bond Number City of Bloomington Obligee

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint<u>Candy L. Browning</u>, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY of MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this <u>21st</u> day of <u>August</u>, A.D. <u>2024</u>.

COLONIA Bawn & Brown

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

By: Dawn E. Brown Secretary

State of Maryland

County of Baltimore

On this <u>21st</u> day of <u>August</u> A.D. <u>2024</u>, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray**, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

	ienevieve M. Maiso	n
ſ	GENEVIEVE M. MAISON	
l	NOTARY PUBLIC BALTIMORE COUNTY, MD	
l	My Commission Expres JANUARY 27 2025	



GEN00011 Ed.(08/23)

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys -in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of August, 2024.

By: Mary Jean Pethick Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to: reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



Board of Public Works Staff Report

Project/Event:	Service Agreement – Wise Building Solutions
Petitioner/Representative:	Street Department
Staff Representative:	Joe Van Deventer
Meeting Date:	May 6, 2025

Report: This services agreement with Wise Building Solutions will provide repairs/construction of existing (27) accessible curb ramps, curbs, sidewalk sections as marked, and asphalt patch if needed around new curb ramps at locations listed in the amount not to exceed of \$85,300.00.

RFQ packets were sent and the results are as follows:

- Wise Building Solutions \$ 85,300.00
- Groomer Construction \$ 97,493.12
- Milestone Contractors, LP \$ 114,290.00
- Weddle Brothers \$ 141,741.00

Locations:

S Pine Meadows Drive & S Pinehurst Drive - NE & SE Corners Pine Meadows Drive & W Pinehurst Drive - NE, SE, NW, SW Corners W Pinehurst Drive & S Southern Pines Ct - NW & NE Corners W Pine Meadows Drive & S Twin Oaks Valley - SE Corner

Sunny Slopes Drive & Walnut St Pike - NW & SW Corners

Hoosier St & Walnut St - NW & SW Corners

Burks Drive & Burks Ct - NE, NW, SE & SW Corners Burks Drive & Kennedy Drive - SW & SE Corners Burks Drive & Odell Drive - NE, NW & SW Corners

Kennedy Drive & Willow Ct - NW & SW Corners Kennedy Drive & Kennedy Ct - NW, SW & NE Corners

CONTRACT COVER MEMORANDUM



TO: Office of the Mayor

- FROM: Public Works/Street Division
- DATE: May 6, 2025

RE: Wise Building Solutions - Service Agreement

Contract Recipient/Vendor Name:	Wise Building Solutions
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: (<i>Return signed copy to responsible staff</i>)	Danna Stephens
Responsible Attorney: (Return signed copy to responsible attorney)	Audrey Brittingham
Record Destruction Date: (Legal to fill in)	1/1/2036
Legal Department Internal Tracking #: (Legal to fill in)	25-351
Due Date For Signature:	05/06/2025
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$ 85,300.00
Funding Source:	MVHR 2203-20-200000-53990
W9/EFT Complete: (Staff Member of Responsible Dept. to fill in)	Yes
Affirmative Action Plan Complete (if applicable): (Staff Member of Responsible Dept. to fill in)	Yes
Procurement Summary Complete: (Staff Member of Responsible Dept. to fill in)	Yes

Summary of Contract:

This services agreement with Wise Building Solutions will provide repairs/construction of existing (27) accessible curb ramps, curbs, sidewalk sections as marked, and asphalt patch if needed around new curb ramps at locations listed in the amount not to exceed of \$85,300.00.

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- Milestone Contractors, LP \$ 114,290.00
- Weddle Brothers \$ 141,741.00

City of Bloomington Contract and Purchase Justification Form

Vendor: Wise Building Solutions

Contract Amount: \$ 85,300.00

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 INFORMATIO	NC	
1.	Check the box beside the procure applicable)	ment method used to initiate this p	procurement: (Attach a quote or b	id tabulation if
	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 p	rocess. Give further explanation v	vhere requested.	Yes No
	# of Submittals: 4	Yes No	Was the lowest cost selected? (If no,	
	Met city requirements?		please state below why it was not.)	
	Met item or need requirements?			
	Was an evaluation team used?			
	Was scoring grid used?			
	Were vendor presentations requested?			
2				

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

RFQ packets were sent and the results are as follows:

- Wise Building Solutions \$ 85,300.00
- Groomer Construction \$ 97,493.12
- Milestone Contractors, LP \$ 114,290.00
- Weddle Brothers \$ 141,741.00

Joe VanDeventer

Director of Street Operations

PW/Street Division

Print/Type Name

Print/Type Title

Department

AGREEMENT FOR SERVICES between the City of Bloomington Public Works Department and Wise Building Solutions

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 Wise Building Solutions ("Contractor") (collectively the "Parties").

1. <u>Scope of Services</u>. 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.** <u>Effective Date</u>. The effective date for this contract is the date last entered in the signature blocks below.
- **b.** <u>Term</u>. This Agreement shall commence on the effective date and expire on December 31, 2025.
- c. <u>Termination</u>. 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. <u>Compensation.</u> 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 Eighty Five Thousand Three Hundred Dollars (\$85,300.00). Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: <u>public.works@bloomington.in.gov</u> 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. <u>Standard of Care</u>. 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. <u>Responsibilities of the City.</u> 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. <u>Appropriation of Funds.</u> 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. <u>Schedule.</u> 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.** <u>Identity of Contractor</u>. 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 subcontractors be assigned to the project.
- 10. <u>Ownership of Documents and Intellectual Property.</u> 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. <u>Independent Contractor Status.</u> 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. <u>Indemnification</u>. 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 subcontractor'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.** <u>**Insurance**</u>. 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. <u>Conflict of Interest.</u> 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.** <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Assignment.</u> 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.** <u>Third Party Rights.</u> Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- **19.** <u>Governing Law and Venue.</u> 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.** <u>Non-Discrimination.</u> 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.** <u>Compliance with Laws.</u> 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. <u>E-Verify.</u> 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.** <u>Non-Collusion.</u> 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.** <u>Notices.</u> Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:	TO CONTRACTOR:
City of Bloomington Public Works	Wise Building Solutions
Attn: Joe VanDeventer, Project Manager	Attn: Josh Wise
401 N Morton Street, Suite 120	2110 West 38 th Street
Bloomington, IN 47404	Indianapolis, IN 46228

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

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

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

[Signatures are on the following page.]

CITY OF BLOOMINGTON BY:

Kyla Cox Deckard, Chair Board of Public Works	DATED
Adam Wason, Director Department of Public Works	DATED
Kerry Thomson, Mayor City of Bloomington	DATED

WISE BUILDING SOLUTIONS BY:

Josh Wise	DATED
(Name Printed)	
(Title)	

EXHIBIT "A"

SCOPE OF WORK

This services agreement with Wise Building Solutions will provide repairs/construction of existing (27) accessible curb ramps, curbs, sidewalk sections as marked, and asphalt patch if needed around new curb ramps at locations listed in the amount not to exceed of \$85,300.00.

Locations:

S Pine Meadows Drive & S Pinehurst Drive - NE & SE Corners Pine Meadows Drive & W Pinehurst Drive - NE, SE, NW, SW Corners W Pinehurst Drive & S Southern Pines Ct - NW & NE Corners W Pine Meadows Drive & S Twin Oaks Valley - SE Corner

Sunny Slopes Drive & Walnut St Pike - NW & SW Corners

Hoosier St & Walnut St - NW & SW Corners

Burks Drive & Burks Ct - NE, NW, SE & SW Corners Burks Drive & Kennedy Drive - SW & SE Corners Burks Drive & Odell Drive - NE, NW & SW Corners

Kennedy Drive & Willow Ct - NW & SW Corners Kennedy Drive & Kennedy Ct - NW, SW & NE Corners

EXHIBIT "B"

PROJECT SCHEDULE

Wise Building Solutions can begin the project upon written authorization from the department. All Services must be completed by 06/15/2025.

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

Wise Building Solutions, Inc. Affirmative Action Plan and Harassment Policy

Wise Building Solutions (WBS) declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement this affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively to this equal employment policy.

Responsible Officer

E. Josh Wise, President is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

Publication of Policy

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- o posting notices on employee bulletin boards,
- o including our policy statement and plan in our personnel manual,
- o regularly sending out notices of our policy in paycheck envelopes, and/or
- o training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- o notifying employment agencies about our commitment, and
- sending notice of our policy to unions.

Implementing Our Policy

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall ask only job-related questions on our employment applications.

We shall keep affirmative action information on each applicant who voluntarily provides this information, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status.

GRIEVANCE PROCEDURE

If an employee or applicant feels she or he has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status, she or he may bring the complaint to her or his immediate supervisor. If the complaint is not resolved readily at that level, she or he may submit it to the President who will make a final decision on its validity. This grievance process does not preclude him or her from complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

Policy prohibiting harassment in the workplace

It is the policy of Wise Building Solutions, Inc. to maintain a workplace free of harassment on the basis of race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status. Harassment, as defined herein, is strictly prohibited in the workplace, and is punishable by appropriate discipline up to and including termination.

Harassment means any unwelcome or offensive conduct, whether written, verbal or physical, which is

- (a) directed at or to an employee because of his or her actual or perceived race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status or
- (b) directed toward any person concerning an individual, or a class of individuals, because of the race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status of the individual or class of individuals. For example, racial or ethnic slurs or derogatory epithets are prohibited in the workplace, regardless of whether a member of the racial or ethnic group is present when the statement is made.

Harassment does not refer to occasional compliments or other statements of a socially acceptable nature. Harassment refers to behavior which is unwelcome and which is offensive and/or persistent enough to create, or has the potential of creating an intimidating, hostile or offensive working environment for any employee. Harassment includes unwelcome sexual advances or requests for sexual favors, unwelcome touching of a sexual nature and unwelcome and/or offensive sexual comments.

- 1. This policy applies to all full-time, part-time, permanent and temporary employees, including supervisors and department heads, as well as to volunteers.
- 2. It is a violation of this policy to use an individual's submission to or rejection of harassing conduct as the basis for any employment decision affecting the individual.
- 3. An employee who believes she, he or they have been subjected to harassment as defined in this policy shall promptly report the harassment to her, his or their supervisor and/or the director of human resources or designee. Wise Building Solutions will make reasonable efforts to insure that a human resources representative of each sex is available to receive such complaints. The human resources department shall conduct a thorough and prompt investigation and, if appropriate, take disciplinary action against any offender, including but not limited to discharge. Staff will keep the complaint as confidential as reasonably possible. No one will be retaliated against for filing a harassment complaint.

- 4. All supervisory personnel who observe or otherwise learn of or have reason to suspect any conduct which may violate this policy shall promptly report such facts to the director of human resources or designee, and shall cooperate fully in any investigation or disciplinary action undertaken pursuant to this policy. Failure to comply with this section shall be grounds for appropriate disciplinary action, up to and including termination.
- 5. Wise Building Solutions will provide regular training to employees and supervisors on the subject of harassment in the workplace. We will include information about this policy in our orientation and in our personnel policy. A copy of this policy will be posted on a prominent bulletin board. We take this matter seriously and will do all that is reasonably necessary to maintain a harassment-free workplace for our employees.

) al Wise

Signature

<u>12/2/2024</u> Date

WORKFORCE BREAKDOWN FORM

COMPANY NAME: Wise Building Solutions

ADDRESS: 2110 W 38th St Indianapolis, IN 46228

REPRESENTATIVE: Josh Wise

PHONE: 317-927-8002

E-MAIL ADDRESS: josh@wisebuildingsolutions.coi

Position, Title Class or Category	Total Number Employees in Each Position	Total Number Minority Employees	Percent of Total	Total Number Female and Non-Binary Employees	Percent of Total	Total Number Employees with Disabilities	Percent of Total
President	1	0	0	0	0	0	0
Supervisor	1	1	11	0	0	0	0
Field Worker	6	0	0	0	0	0	0
Admin	1	0	0	1	11	0	0

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

Signature and Title of Representative:

12/2/2024 Date:



Wise Building Solutions Employee Drug Testing and Substance Abuse Policy

At WBS, ensuring a safe and healthy workplace is paramount, which is why our employee drug testing program and substance abuse policy are integral components of our company culture. We adhere to the following requirements outlined in Section 6 of a contractor's employee drug testing

program:

Drug Testing Protocol:

- Each employee must be subject to a drug test at least once annually.
- Employees will be randomly tested, with at least two percent selected each month.
- We will test for a five-drug panel including Amphetamines, Cocaine, Opiates (2000 ng/ml), PCP, and THC.

Progressive Discipline:

- After the first positive test, an employee must:
 - be suspended from work for thirty (30) days;
 - be directed to a program of treatment or rehabilitation;
 - be subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.
- After a second positive test, an employee must:
 - be suspended from work for ninety (90) days;
 - be directed to a program of treatment or rehabilitation;
 - be subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.
- After a third or subsequent positive test, an employee must:
 - be suspended from work for one (1) year;
 - be directed to a program of treatment or rehabilitation;
 - be subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.

Treatment or Rehabilitation:

- Advises the employee of any program of treatment or rehabilitation covered by insurance provided by the employer.
- If the employer does not provide insurance that covers drug treatment or rehabilitation programs, the employer advises the employee of agencies known to the employer that provide drug treatment or rehabilitation programs.

Substance Abuse Policy

At WBS, maintaining a drug and alcohol-free workplace is a shared responsibility. Our policy encompasses the following key points:

Prohibition:

- Prohibition of illegal drug use, possession, distribution, or sale on company premises.
- Zero-tolerance for reporting to work under the influence of drugs or alcohol.
- Compliance with prescribed medication usage, ensuring it does not impair job performance or safety.

Employee Voluntary Referrals:

• Employees struggling with substance abuse are encouraged to seek assistance through voluntary programs. WBS supports employees seeking help and ensures their confidentiality throughout the process.

Employer/Company Responsibility:

- Establishing clear rules and regulations regarding substance abuse.
- Providing support for employees with substance abuse issues.
- Conducting legal drug and alcohol testing as necessary.

Employee Responsibility:

- Refrain from using drugs or alcohol while on duty.
- Report any incidents involving property damage or injury that may require drug testing.
- Support initiatives aimed at preventing substance abuse.

Confidentiality:

- Confidentiality is paramount in handling substance abuse matters:
- Limited access to testing results and confidential handling of employee information.
- Human resources oversight of policy interpretation and compliance.

By upholding these policies and fostering a culture of safety and well-being, WBS aims to create a productive and secure work environment for all employees.



Board of Public Works Staff Report

Project/Event:	Approve Service Agreement with Jon Richardson Excavating for repairs to wooden bridge on 2 nd Street
Petitioner/Representative:	Street Division
Staff Representative:	Joe VanDeventer
Date:	May 6, 2025

Report: This service agreement with Jon Richardson Excavating will provide labor and materials for repairs to wooden bridge on 2nd Street with the amount not to exceed of \$5,560.00 (MVH, 2201-20-200000-53990).

CONTRACT COVER MEMORANDUM



- **TO:** Office of the Mayor
- FROM: Public Works/Street Division
- **DATE:** May 6, 2025
- **RE:** Approve Service Agreement with Jon Richardson Excavating for wooden sidewalk on 2nd Street

Contract Recipient/Vendor Name:	Jon Richardson Excavating			
Department Head Initials of Approval:	Adam Wason			
Responsible Department Staff: (Return signed copy to responsible staff)	Danna Stephens			
Responsible Attorney: (Return signed copy to responsible attorney)	Audrey Brittingham			
Record Destruction Date: (Legal to fill in)	1/1/2036			
Legal Department Internal Tracking #: (Legal to fill in)	25-276			
Due Date For Signature:	5/6/2025			
Expiration Date of Contract:	12/31/2025			
Renewal Date for Contract:	NA			
Total Dollar Amount of Contract:	\$ 5,560.00			
Funding Source:	2201-20-200000-53990 MVH			
W9/EFT Complete: (Staff Member of Responsible Dept. to fill in)	Yes			
Affirmative Action Plan Complete (if applicable): (Staff Member of Responsible Dept. to fill in)	N/A			
Procurement Summary Complete: (Staff Member of Responsible Dept. to fill in)	Yes			

Summary of Contract: This service agreement with Jon Richardson Excavating will provide repair of damaged wooden bridge on 2nd Street in the amount not to exceed of \$5,560.00 (MVH, 2201-20-200000-53990).

City of Bloomington Contract and Purchase Justification Form

Vendor: Jon Richardson Excavating

Contract Amount: \$5,560.00

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 INFOR	MATION			
1.	Check the box beside the procure applicable)	heck the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if pplicable)					
	Request for Quote (RFQ)		Request for Proposal (RFP)	Sole Source	Not Applic (NA)	able
	Invitation to Bid (ITB)		Request for Qualific (RFQu)	ations	Emergency Purchase	(
2.	List the results of procurement process. Give further explanation where requested. Yes No						
	# of Submittals: 1	Yes	No		s the lowest cost selected? (If no,		
	Met city requirements?	~		plea	ase state below why it was not.)		
	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 service agreement with Jon Richardson Excavating will provide labor and materials for repairs to wooden bridge on 2nd Street with the amount not to exceed of \$5,560.00 (MVH, 2201-20-200000-53990).

Joe VanDeventer

Director of Street Operations

PW/Street Division

Print/Type Name

Print/Type Title

Department

AGREEMENT FOR SERVICES between the City of Bloomington Public Works Department and Jon Richardson Excavating

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 Jon Richardson Excavating ("Contractor") (collectively the "Parties").

1. <u>Scope of Services</u>. 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.** <u>Effective Date</u>. The effective date for this contract is the date last entered in the signature blocks below.
- **b.** <u>Term</u>. This Agreement shall commence on the effective date and expire on December 31, 2025.
- c. <u>Termination</u>. 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. <u>Compensation.</u> Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Five thousand five hundred sixty (\$5,560.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: <u>public.works@bloomington.in.gov</u> 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. <u>Standard of Care</u>. 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. <u>Responsibilities of the City.</u> 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. <u>Appropriation of Funds.</u> 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. <u>Schedule.</u> 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.** <u>Identity of Contractor</u>. 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 subcontractors be assigned to the project.
- 10. <u>Ownership of Documents and Intellectual Property.</u> 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. <u>Independent Contractor Status.</u> 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. <u>Indemnification</u>. 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 subcontractor'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.** <u>**Insurance**</u>. 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. <u>Conflict of Interest.</u> 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.** <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Assignment.</u> 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.** <u>Third Party Rights.</u> Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. <u>Governing Law and Venue.</u> 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.** <u>Non-Discrimination.</u> 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.** <u>Compliance with Laws.</u> 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. <u>E-Verify.</u> 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.** <u>Non-Collusion.</u> 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. <u>Notices.</u> Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:	TO CONTRACTOR:
City of Bloomington Public Works	Jon Richardson Excavating
Attn: Joe VanDeventer, Project Manager	5790 North Tunnel Road
401 N Morton Street, Suite 120	Bloomington, IN 47408
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.** <u>Integration and Modification.</u> 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. <u>Intent and Authority to Bind</u>. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

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

[Signatures are on the following page.]
CITY OF BLOOMINGTON BY:

Jon Richardson Excavating BY:

Kyla Cox Deckard, Chair Board of Public Works	DATED		DATED
Adam Wason, Director Department of Public Works	DATED	(Name Printed)	
Kerry Thomson, Mayor City of Bloomington	DATED	(Title)	

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following:.

Labor & Materials to replace wooden sidewalk along 2nd street – 3 posts and new frame work – reuse walk boards

EXHIBIT "B" PROJECT SCHEDULE

JR Richardson Excavating can begin the project upon written authorization from the department. All services must be completed by 5/30/2025.

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



Board of Public Works Staff Report

Project/Event: Service Contract with H&K Maintenance, LLC for Mowing, Vegetation Removal and Turf Maintenance Services

Petitioner/Representative: Public Works Facilities Division

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: May 6, 2025

This contract is for mowing, vegetation removal, and turf maintenance services at City facilities maintained by the Public Works Facilities Division.

Quotes were solicited and H&K Maintenance provided the lowest price per acre and lowest cost per hour for vegetation removal. Staff recommends awarding the contract to H&K Maintenance, LLC not to exceed \$25,000.00.

Respectfully submitted,

JD Souff

J. D. Boruff Operations and Facilities Director Public Works Department

CONTRACT COVER MEMORANDUM



TO: Audrey Brittingham
FROM: J. D. Boruff
DATE: 5/6/25
RE: Service Contract with H&K Maintenance, LLC for Mowing, Vegetation Removal and Turf Maintenance Services

Contract Recipient/Vendor Name:	H&K Maintenance, LLC
Department Head Initials of Approval:	AW
Responsible Department Staff: (Return signed copy to responsible staff)	J. D. Boruff
Responsible Attorney: (Return signed copy to responsible attorney)	Brittingham
Record Destruction Date: (Legal to fill in)	1/1/2037
Legal Department Internal Tracking #: (Legal to fill in)	12-359
Due Date For Signature:	5/6/25
Expiration Date of Contract:	12/31/26
Renewal Date for Contract:	12/31/26
Total Dollar Amount of Contract:	Not to Exceed \$25,000.00
Funding Source:	101-01-010000-53610 (Animal Care and Control) 101-14-140000-53610 (BPD HQ and Firing Range) 151-14-145000-53610 (Dispatch Center) 101-19-190000-53610 (City Hall) 101-08-080000-53610 (Fire Dept.) 802-17-170000-53610 (Fleet Maintenance) 452-26-260000-53610 (Parking Facilities) 730-16-160000-53610 (Sanitation) 451-20-200000-53610 (Street Division)
W9/EFT Complete: (Staff Member of Responsible Dept. to fill in)	yes
Affirmative Action Plan Complete (if applicable): (Staff Member of Responsible Dept. to fill in)	yes
Procurement Summary Complete: (Staff Member of Responsible Dept. to fill in)	yes

Summary of Contract: Quotes were solicited and H&K Maintenance provided the lowest price per acre and lowest cost per hour for vegetation removal. Staff recommends awarding the contract to H&K Maintenance, LLC not to exceed \$25,000.00.

City of Bloomington Contract and Purchase Justification Form

Vendor: H&K Maintenance

Contract Amount: Not to Exceed \$25,000.00

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 INFORMATIO	ON	
1.	Check the box beside the procure applicable)	ment method used to initiate this p	procurement: (Attach a quote or b	id tabulation if
	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 p	process. Give further explanation v	vhere requested.	Yes No
	# of Submittals: 3	Yes No	Was the lowest cost selected? (If no,	\checkmark
	Met city requirements?	$\checkmark \square$	please state below why it was not.)	
	Met item or need requirements?	\checkmark		
	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:

Quotes were solicited and H&K Maintenance provided the lowest price per acre and lowest cost per hour for vegetation removal. Staff recommends awarding the contract to H&K Maintenance, LLC not to exceed \$25,000.00.

Print/Type Title

Department

AGREEMENT BETWEEN THE CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND <u>H&K MAINTENANCE, LLC</u> FOR ON CALL SERVICES

THIS AGREEMENT (the "Agreement") is entered into by and between the City of Bloomington and its <u>Public Works</u> Department, by its <u>Board of Public Works</u> (the "City"), and <u>H&K Maintenance, LLC</u> (the "Contractor") (collectively the "Parties").

1. <u>Scope of Services</u>. 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. Contractor shall not commence any work until City communicates a work order to Contractor and both have agreed on costs. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.

2. Effective Date, Term and Termination.

- **a.** <u>Effective Date</u>. The effective date for this contract is the date last entered in the signature blocks below.
- **b.** <u>Term</u>. This Agreement shall commence on the effective date and expire on the <u>31st</u> day of <u>December</u>, 20<u>26</u>.
- **c.** <u>Renewal.</u> This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way. Any renewal must be agreed upon between the parties and memorialized in a renewal agreement.
- d. <u>Termination</u>. 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.** <u>Compensation</u>. The City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed <u>Twenty-Five Thousand</u> (\$25,000.00) Dollars. Upon completion of any Services herein, Contractor shall submit an invoice to the City. The invoice shall be sent to: pw.facilities@bloomington.in.gov. Invoices must be sent via email or to any electronic system adopted by the City, if the City adopts such a system. 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. <u>Standard of Care</u>. 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. <u>Appropriation of Funds.</u> 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.
- 6. <u>Independent Contractor Status.</u> 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.
- 7. Indemnification and Hold Harmless. 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.

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, 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.

- **9.** <u>Conflict of Interest.</u> 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.
- 10. <u>Waiver.</u> 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.
- 11. <u>Severability</u>. 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.

- 12. <u>Assignment.</u> 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.
- 13. <u>Third Party Rights.</u> Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 14. <u>Governing Law and Venue</u>. 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.
- **15.** <u>Non-Discrimination.</u> 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.
- 16. <u>Compliance with Laws.</u> 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.
- 17. <u>E-Verify.</u> 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 "B"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.

- **18.** <u>Non-Collusion.</u> 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.
- **19.** <u>Notices.</u> Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:	TO CONTRACTOR:
City of Bloomington	H&K Maintenance, LLC
Attn: J.D. Boruff, Project Manager	Attn: Henry Bryant
401 N. Morton St. suite 120	1590 E Hupp Road
Bloomington, IN. 47404	Bloomington, IN. 47401

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

- **20.** <u>Integration and Modification</u>. 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.

- 21. <u>Living Wage Ordinance.</u> 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 "C"**. 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.
- 22. <u>Intent and Authority to Bind</u>. 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.

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON BY:

H&K MAINTENANCE, LLC BY:

Kyla Cox-Deckard, Chair Board of Public Works	DATED	(Name Signed)	DATED
Adam Wason, Director Department of Public Works	DATED	(Name Printed)	DATED
Kerry Thomson, Mayor City of Bloomington	DATED	Γ)	ïtle)

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following:

Contractor shall perform repair and maintenance services of the following types: Mowing and vegetation removal. These services will be performed at City of Bloomington, Public Works Department facilities ("Services") for a set price of One Hundred Seventy Five Dollars (\$175.00) per acre. Trimming and vegetation removal shall be done at the rate of Eighty Five Dollars (\$85.00) per hour. A charge of Fifty Dollars (\$50.00) per hour will be charged for use of a truck. Each work order, outside of mowing and trimming, shall have a Fifty Dollar (\$50.00) Trip Charge and a Fifty Dollar (\$50.00) fuel charge.

EXHIBIT "B" 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 "C"

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



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 52110 - Office Su	unnlies									
6530 - Office Depot, INC	413849160001	01-Cups for volunteer	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	8.58
obso office bepot, the	1150 15100001	program-2 pk	65428		0 1/23/2023	01/23/2023	05,05,2025		03/03/2023	0.50
6530 - Office Depot, INC	411325076001	01-Toner for intake	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	121.99
	440040460004	printer	65428		04/00/0005		05/00/0005		05/00/0005	6 40
6530 - Office Depot, INC	413849163001	01-Tickets - adoption program-1 roll	Paid by EFT # 65428		04/29/2025	04/29/2025	05/09/2025		05/09/2025	6.49
6530 - Office Depot, INC	415875398001		Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	16.99
			65428		- , ,	- ,,	,,		,,	
6530 - Office Depot, INC	415875404001	01-ID Pouch-1 pk	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	17.39
			65428	Account E21	10 065-00 50	mulia a Tatala	Traver	ico Tuones etione	-	\$171.44
Account 52210 - Institutio	anal Supplies			Account 521	10 - Office Su	pplies lotals	TUAC	pice Transactions	5	\$171.44
313 - Fastenal Company	INBLM238607	01-Face Shields (4)	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	213.77
	INDEPIZOOO7		65363		07/23/2023	04/23/2023	05/05/2025		05/05/2025	215.77
4586 - Hill's Pet Nutrition Sales, INC	252943922	01-Dog, puppy, cat	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	181.41
		food	65379							
4574 - John Deere Financial f.s.b. (Rural	337749	01-litter-50 40lb bags pellet bedding	Paid by Check # 80067		04/29/2025	04/29/2025	05/09/2025		05/09/2025	264.50
King) 4574 - John Deere Financial f.s.b. (Rural	286294	01-Rabbit Food	Paid by Check		04/29/2025	04/29/2025	05/09/2025		05/09/2025	34.98
King)	200251	04/14/25	# 80067		0 1/23/2023	0 1/25/2025	00,00,2020		00,00,2020	5 1150
4549 - Kroger Limited Partnership I	071014	01-Monkey food-	Paid by Check		04/29/2025	04/29/2025	05/09/2025		05/09/2025	22.54
		almonds, strawberries,	# 80068							
4549 - Kroger Limited Partnership I	080365	mangoes, greens 01-Rabbit & monkey	Paid by Check		04/29/2025	04/29/2025	05/09/2025		05/09/2025	51.64
4349 - Kroger Limited Partnership I	000303	food-lettuce, spinach,	# 80068		04/29/2025	04/29/2025	03/09/2023		05/09/2025	51.04
		mangoes, berries								
4633 - Midwest Veterinary Supply, INC	25012734-100	01-Antiparasitics, pain	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,592.81
4127 Detterrer Victoria er Currela INC	2026207006	management	65417		04/20/2025	04/20/2025	05/00/2025		05/00/2025	COD 47
4137 - Patterson Veterinary Supply, INC	3036297086	01-Antiparasitics	Paid by EFT # 65435		04/29/2025	04/29/2025	05/09/2025		05/09/2025	682.47
4137 - Patterson Veterinary Supply, INC	3036297236	01-Rabbit food-Timothy			04/29/2025	04/29/2025	05/09/2025		05/09/2025	54.81
		hay ,	65435		- , -,	-,-,			,,	
			Αссοι	unt 52210 - In	stitutional Su	pplies Totals	Invo	pice Transactions	9	\$3,098.93
Account 52310 - Building		•••								
409 - Black Lumber Co. INC	598798	01-Caulk for breakroom	•		04/29/2025	04/29/2025	05/09/2025		05/09/2025	8.99
		repair	65319 Account 52310	- Ruilding Ma	torials and Su	nnlies Totals	Invo	pice Transactions	1	\$8.99
Account 52420 - Other Su	pplies		Account S2310	Sanang Pa		Philes Lotais	11100		-	φ0.99
4549 - Kroger Limited Partnership I	104554	01-Volunteer	Paid by Check		04/29/2025	04/29/2025	05/09/2025		05/09/2025	125.96
		Appreciation Party	# 80068		, -,	, -,	.,,		,,	
		Food-deli platter/trays		. –			_			
				Account 524	20 - Other Su	pplies Totals	Invo	pice Transactions	1	\$125.96



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 53130 - Medical									
175 - Monroe County Humane Association	51777	01 - Spay/neuter	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	755.00
INC	, 51///	surgeries-4/15/25	65420		07/29/2025	04/23/2023	05/05/2025	05/05/2025	/55.00
				Acco	unt 53130 - M	edical Totals	Inv	oice Transactions 1	\$755.00
Account 53320 - Advertisi	ing								
9241 - Gannett Media Corp (Gannett	0007029032	01-Ad for Veterinary	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	120.08
Indiana/Kentucky)		RFP	65367	A			τ	-	
Account 52610 Building	Domping			Account	53320 - Advei	rtising lotais	Inv	oice Transactions 1	\$120.08
Account 53610 - Building 1537 - Indiana Door & Hardware	14027AA	01-Door Lock Repair	Paid by Check		04/29/2025	04/29/2025	05/09/2025	05/09/2025	228.00
Specialties, INC	1402788		# 80065		07/29/2025	04/23/2023	03/09/2023	03/09/2023	220.00
				Account 5361) - Building R	epairs Totals	Inv	oice Transactions 1	\$228.00
Account 53990 - Other Se	rvices and Charg	jes							
4045 - Datamars, INC	923866	01-Microchip	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	9.99
	000771	Registrations (1)	65349		04/20/2025	04/20/2025	05/00/2025	05/00/2025	0.00
4045 - Datamars, INC	922771	01-Microchip Registrations (1)	Paid by EFT # 65349		04/29/2025	04/29/2025	05/09/2025	05/09/2025	9.99
				990 - Other Se	rvices and Ch	narges Totals	Inv	oice Transactions 2	\$19.98
					gram 010000 ·	-	Inv	oice Transactions 21	\$4,528.38
Program 010001 - Donations Over	\$5K								
Account 52210 - Institutio	onal Supplies								
8541 - Amazon.com Sales, INC	1200 0005		Detaile FFT #					05/00/2025	
	13C9-GRPF-	01-Martinguiles collars,	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	361.77
(Amazon.com Services LLC)	KVFK	whisks, muzzles	65304						
		whisks, muzzles 01-Solution for	65304 Paid by EFT #		04/29/2025 04/29/2025	04/29/2025 04/29/2025	05/09/2025 05/09/2025		361.77 18.06
(Amazon.com Services LLC)	KVFK	whisks, muzzles 01-Solution for medication	65304						
(Amazon.com Services LLC)	KVFK	whisks, muzzles 01-Solution for	65304 Paid by EFT #					05/09/2025	
(Amazon.com Services LLC) 4633 - Midwest Veterinary Supply, INC 4633 - Midwest Veterinary Supply, INC	KVFK 24845138-001 24906914-050	whisks, muzzles 01-Solution for medication compounding 01-vinyl exam gloves (L)	65304 Paid by EFT # 65417 Paid by EFT # 65417		04/29/2025 04/29/2025	04/29/2025 04/29/2025	05/09/2025	05/09/2025 05/09/2025	18.06 55.95
(Amazon.com Services LLC) 4633 - Midwest Veterinary Supply, INC	KVFK 24845138-001	whisks, muzzles 01-Solution for medication compounding 01-vinyl exam gloves (L) 01-Syringes, needles,	65304 Paid by EFT # 65417 Paid by EFT # 65417 Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025 05/09/2025	18.06
(Amazon.com Services LLC) 4633 - Midwest Veterinary Supply, INC 4633 - Midwest Veterinary Supply, INC	KVFK 24845138-001 24906914-050	whisks, muzzles 01-Solution for medication compounding 01-vinyl exam gloves (L) 01-Syringes, needles, ringworm, diagnostic	65304 Paid by EFT # 65417 Paid by EFT # 65417		04/29/2025 04/29/2025	04/29/2025 04/29/2025	05/09/2025	05/09/2025 05/09/2025	18.06 55.95
(Amazon.com Services LLC) 4633 - Midwest Veterinary Supply, INC 4633 - Midwest Veterinary Supply, INC	KVFK 24845138-001 24906914-050	whisks, muzzles 01-Solution for medication compounding 01-vinyl exam gloves (L) 01-Syringes, needles,	65304 Paid by EFT # 65417 Paid by EFT # 65417 Paid by EFT # 65417	unt 52210 - In	04/29/2025 04/29/2025 04/29/2025	04/29/2025 04/29/2025 04/29/2025	05/09/2025 05/09/2025 05/09/2025	05/09/2025 05/09/2025 05/09/2025	18.06 55.95 154.18
(Amazon.com Services LLC) 4633 - Midwest Veterinary Supply, INC 4633 - Midwest Veterinary Supply, INC	KVFK 24845138-001 24906914-050	whisks, muzzles 01-Solution for medication compounding 01-vinyl exam gloves (L) 01-Syringes, needles, ringworm, diagnostic	65304 Paid by EFT # 65417 Paid by EFT # 65417 Paid by EFT # 65417	unt 52210 - In	04/29/2025 04/29/2025 04/29/2025	04/29/2025 04/29/2025 04/29/2025	05/09/2025 05/09/2025 05/09/2025	05/09/2025 05/09/2025	18.06 55.95
 (Amazon.com Services LLC) 4633 - Midwest Veterinary Supply, INC 4633 - Midwest Veterinary Supply, INC 4633 - Midwest Veterinary Supply, INC 	KVFK 24845138-001 24906914-050	whisks, muzzles 01-Solution for medication compounding 01-vinyl exam gloves (L) 01-Syringes, needles, ringworm, diagnostic	65304 Paid by EFT # 65417 Paid by EFT # 65417 Paid by EFT # 65417	unt 52210 - In	04/29/2025 04/29/2025 04/29/2025 stitutional Su	04/29/2025 04/29/2025 04/29/2025	05/09/2025 05/09/2025 05/09/2025 Inve	05/09/2025 05/09/2025 05/09/2025 Dice Transactions 4	18.06 55.95 154.18
 (Amazon.com Services LLC) 4633 - Midwest Veterinary Supply, INC 4633 - Midwest Veterinary Supply, INC 4633 - Midwest Veterinary Supply, INC Account 53130 - Medical 	KVFK 24845138-001 24906914-050 24906914-000	whisks, muzzles 01-Solution for medication compounding 01-vinyl exam gloves (L) 01-Syringes, needles, ringworm, diagnostic plates	65304 Paid by EFT # 65417 Paid by EFT # 65417 Paid by EFT # 65417 Acco		04/29/2025 04/29/2025 04/29/2025 stitutional Su 04/29/2025	04/29/2025 04/29/2025 04/29/2025 pplies Totals 04/29/2025	05/09/2025 05/09/2025 05/09/2025 Invv 05/09/2025	05/09/2025 05/09/2025 05/09/2025 bice Transactions 4 05/09/2025	18.06 55.95 154.18 \$589.96 267.75
 (Amazon.com Services LLC) 4633 - Midwest Veterinary Supply, INC 4633 - Midwest Veterinary Supply, INC 4633 - Midwest Veterinary Supply, INC Account 53130 - Medical 	KVFK 24845138-001 24906914-050 24906914-000	whisks, muzzles 01-Solution for medication compounding 01-vinyl exam gloves (L) 01-Syringes, needles, ringworm, diagnostic plates 01-Heartworm	65304 Paid by EFT # 65417 Paid by EFT # 65417 Paid by EFT # 65417 Acco Paid by EFT # 65321	Acco	04/29/2025 04/29/2025 04/29/2025 stitutional Su 04/29/2025 unt 53130 - M	04/29/2025 04/29/2025 04/29/2025 pplies Totals 04/29/2025 edical Totals	05/09/2025 05/09/2025 05/09/2025 Invv 05/09/2025	05/09/2025 05/09/2025 05/09/2025 Dice Transactions 4 05/09/2025 Dice Transactions 1	18.06 55.95 154.18 \$589.96 267.75 \$267.75
 (Amazon.com Services LLC) 4633 - Midwest Veterinary Supply, INC 4633 - Midwest Veterinary Supply, INC 4633 - Midwest Veterinary Supply, INC Account 53130 - Medical 	KVFK 24845138-001 24906914-050 24906914-000	whisks, muzzles 01-Solution for medication compounding 01-vinyl exam gloves (L) 01-Syringes, needles, ringworm, diagnostic plates 01-Heartworm	65304 Paid by EFT # 65417 Paid by EFT # 65417 Paid by EFT # 65417 Acco Paid by EFT # 65321	Acco am 010001 - E	04/29/2025 04/29/2025 04/29/2025 stitutional Su 04/29/2025 unt 53130 - M	04/29/2025 04/29/2025 04/29/2025 pplies Totals 04/29/2025 edical Totals er \$5K Totals	05/09/2025 05/09/2025 05/09/2025 Inv 05/09/2025	05/09/2025 05/09/2025 05/09/2025 bice Transactions 4 05/09/2025	18.06 55.95 154.18 \$589.96 267.75



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 46060 - Other Vio										
Xiaoying Li	LI-041525	26-Customer paid twice for the same ticket-	Paid by Check # 80074		04/29/2025	04/29/2025	05/09/2025		05/09/2025	60.00
		24204702931	# 00074							
				Account 4606	0 - Other Viol	ations Totals	Invo	oice Transactions	1	\$60.00
Account 52420 - Other Su	pplies									
313 - Fastenal Company	INBLM238598	02-Spring Downtown	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	500.95
		Clean Up Vests and	65363							
4574 - John Deere Financial f.s.b. (Rural	160602	Gloves 02-Brighten Btown &	Paid by Check		04/29/2025	04/29/2025	05/09/2025		05/09/2025	150.69
King)	100002	527 N Morton water,	# 80067		07/29/2025	04/23/2023	03/09/2023		03/09/2023	150.09
		towels, drum liners								
4574 - John Deere Financial f.s.b. (Rural	163043	02-Brighten Btown &	Paid by Check		04/29/2025	04/29/2025	05/09/2025		05/09/2025	492.74
King)		527 N Morton; Trash	# 80067							
		bags, shears & scrappers								
4443 - The Sherwin Williams Company	3250-1	02-Brighten Btown-	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	104.70
		prime 7 traffic	65471							
		cabinets-Downtown								
4443 - The Sherwin Williams Company	7037-4	Improv 02 - Brighten	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	278.10
	/03/-4	Bloomington: Paint for	,		07/29/2025	04/23/2023	03/09/2023		03/09/2023	270.10
		Curbs								
				Account 524	20 - Other Su	pplies Totals	Invo	oice Transactions	5	\$1,527.18
Account 53160 - Instruction										
4498 - American Public Works Association	000863595	02-Accreditation	Paid by Check # 80059		04/29/2025	04/29/2025	05/09/2025		05/09/2025	750.00
		Workshop/Training-C. Smith	# 80059							
		Sman		Account	53160 - Instr	uction Totals	Invo	oice Transactions	1	\$750.00
Account 53230 - Travel										
2820 - Nathan Nickel	APWA-4.2025	02-Per Diem-APWA	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	123.00
		Accreditation-Columbia,	65427							
9061 - Christina L Smith	APWA-4.2025	MO-4/8-4/10 02-Per Diem-APWA	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	123.00
9001 - Christina E Shiith	APWA-4.2025	Accreditation-Columbia,			04/29/2025	04/29/2025	03/09/2023		03/09/2023	125.00
		MO-4/8-4/10								
2659 - Adam Wason	APWA-4.2025	02-Per Diem/fuel-APWA			04/29/2025	04/29/2025	05/09/2025		05/09/2025	183.85
		Accreditation-Columbia,	65485							
		MO-4/8-4/10		٨	ount 53230 - '	Travel Totals	Invo	oice Transactions	3	\$429.85
				AU		inaren rotals	THING		5	φ 125.05



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 53710 - Land Re										
199 - Monroe County Government	1068807 2024	02-PW_Spring/Fall 2024 Stormwater	Paid by EFT # 65296		04/30/2025	04/30/2025	04/30/2025	i	04/30/2025	79.02
		Assessment-Weimer								
		Rd. Facility		A securit l	52710 Land	Dental Totala	Time	oico Troncostiono	1	±70.02
				Account	53710 - Land	Rental Totals	Inv	oice Transactions	1	\$79.02
Account 54510 - Other Ca 9632 - InnovaSol LLC	. ,		Daid by FFT #		04/20/2025	04/20/2025	05/00/2025		05/00/2025	
	INNVO401LIGH T-1	04-City Hall Light Upgrades through 02/28/25 App 1	Paid by EFT # 65388		04/29/2025	04/29/2025	05/09/2025		05/09/2025	53,675.00
		- / - / - / /	Acco	unt 54510 - O	ther Capital C	Dutlays Totals	Inv	oice Transactions	1	\$53,675.00
					gram 020000		Inv	oice Transactions	12	\$56,521.05
				Departme	nt 02 - Public	Works Totals	Inv	oice Transactions	12	\$56,521.05
Department 03 - City Clerk										+/
Program 030000 - Main										
Account 52420 - Other S	unnlies									
8541 - Amazon.com Sales, INC	1G1P-7H4X-	03-Certificate plague	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	41.74
(Amazon.com Services LLC)	X913	and document holder & desk mat			0 1/ =0/ =0=0	0 .,,	,,		00,00,2020	
				Account 524	120 - Other Su	upplies Totals	Inv	oice Transactions	1	\$41.74
				Pro	gram 030000	- Main Totals	Inv	oice Transactions	1	\$41.74
				Depar	tment 03 - City	y Clerk Totals	Inv	oice Transactions	1	\$41.74
Department 04 - Economic & Sustain Program 040000 - Main	able Dev					-				·
Account 52110 - Office S	unnlies									
6530 - Office Depot, INC	414049252001	04-Office Supplies 6x9 envelopes	Paid by EFT # 65428		04/29/2025	04/29/2025	05/09/2025	i	05/09/2025	12.49
				Account 521	10 - Office Su	upplies Totals	Inv	oice Transactions	1	\$12.49
Account 53320 - Advertis	sing									
9241 - Gannett Media Corp (Gannett	0006975174	04- Notice of Public	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	;	05/09/2025	68.40
Indiana/Kentucky)		Hearing for ESD of the	65367							
		BEDC AD# 11014392								
8706 - Elizabeth Garrett	2025105	04-Photograph Services for Ribbon Cutting Art Event-4/10			04/29/2025	04/29/2025	05/09/2025	i	05/09/2025	500.00
				Account	53320 - Adve	rtising Totals	Inv	oice Transactions	2	\$568.40
				,			TIIA		-	4500110



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 & Sustaina	able Dev								
Program 040000 - Main									
Account 53960 - Grants									
9346 - Grandview Hills Neighborhood	BCOSGRANT-	04-BCOS Sustainable	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	1,000.00
Association	5.9.25	Neighborhoods Grant for Pollinator Gardens	65372						
				Acc	ount 53960 -	Grants Totals	Inv	oice Transactions 1	\$1,000.00
						- Main Totals		oice Transactions 4	\$1,580.89
Program 04CRED - ESD CRED				110			2110		<i><i><i>q</i>1/300103</i></i>
Account 53960 - Grants									
6536 - Elisha Spier	BCOSGRANT-	04- BCOS Sustainable	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	1,000.00
	5.9.25	Neighborhood Grant for	,		-,-,	-,-,		,,	,
		TerraCycle Project							
					count 53960 -			oice Transactions 1	\$1,000.00
				Program	04CRED - ESD	CRED Totals	Inv	oice Transactions 1	\$1,000.00
Program 04TECH - Trades Tech Cer									
Account 53990 - Other Se		6							
3909 - Applied Engineering Services, INC	23066- 002306610	04-Trades District Tech	,		04/29/2025	04/29/2025	05/09/2025	05/09/2025	5,700.00
	002306610	Center thru 03/14/25	65305	990 - Other S	ervices and C	harges Totals	Inv	oice Transactions 1	\$5,700.00
				ram 04TECH -		-		oice Transactions 1	\$5,700.00
			9	04 - Economi				oice Transactions 6	\$8,280.89
Department 06 - Controller's Office			Department	LCOHOIII	e a bustania.		1110		<i>40,200.05</i>
Program 060000 - Main									
Account 52420 - Other Su	pplies								
8541 - Amazon.com Sales, INC	1MNF-QL1Q-	06-laptop charger	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	14.99
(Amazon.com Services LLC)	GFMT		65304						
8541 - Amazon.com Sales, INC	1JXJ-L4L4-	06-Paper Towels and	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	22.44
(Amazon.com Services LLC)	4QV9	Pens	65304				-		+27.42
						upplies Totals		oice Transactions 2	\$37.43
					5	- Main Totals		oice Transactions 2	\$37.43
				Department 06	- Controller's	s Office Totals	Inv	oice Transactions 2	\$37.43
Department 07 - Engineering									
Program 070000 - Main	mulica								
Account 52110 - Office Su		07 E" v 49" mailing	Daid by EET #		04/20/2025	04/20/2025	05/00/2025	05/00/2025	146 10
5103 - Staples Contract & Commercial, IN	0020039422	07 - 5" x 48" mailing tubes-1 carton	Paid by EFT # 65458		04/29/2025	04/29/2025	05/09/2025	05/09/2025	146.19
			03 130	Account 521	10 - Office S	upplies Totals	Inv	oice Transactions 1	\$146.19
							1110		41.0.19



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 07 - Engineering Program 070000 - Main									
Account 53910 - Dues and	Subscriptions								
9698 - Doxpop LLC	17500637	07 - Public Records	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	44.55
	1,500057	Subscription Access 04/13/25-05/12/25	65354		0 1/23/2023	0 172372023	03/03/2023	03,03,2023	
			Accour	nt 53910 - Due		-		pice Transactions 1	\$44.55
					gram 070000			pice Transactions 2	\$190.74
				Departm	ent 07 - Engin	eering Totals	Inv	pice Transactions 2	\$190.74
Department 09 - CFRD									
Program 090000 - Main									
Account 53910 - Dues and 6879 - Indiana Consortium of State and	253	09-2025 Membership	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/00/2025	100.00
Local Human Right	255	Dues-Bloomington	65385		04/29/2025	04/29/2025	05/09/2025	05/09/2025	100.00
		Human Rights Comm- Shermis	00000						
			Accour	nt 53910 - Due	s and Subscri	ptions Totals	Inv	pice Transactions 1	\$100.00
				Pro	gram 090000	- Main Totals	Inv	pice Transactions 1	\$100.00
				D	epartment 09 -	CFRD Totals	Inv	pice Transactions 1	\$100.00
Department 10 - Legal Program 100000 - Main									
Account 52110 - Office Su									
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1T33-F6GK- CV1Q	10-black printer toner March 2025	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025	05/09/2025	268.28
8541 - Amazon.com Sales, INC	16KN-9JCX-	10-keyboard and	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	278.00
(Amazon.com Services LLC)	9YGT	mouse	65304 [°]						
				Account 521	10 - Office Su	Ipplies Totals	Inv	pice Transactions 2	\$546.28
Account 53120 - Special L	0							/ /	
50587 - Barnes & Thornburg LLP	3394266	10-legal services- Retreat at the	Paid by EFT # 65315		04/29/2025	04/29/2025	05/09/2025	05/09/2025	7,686.00
		Switchyard Proj-1/24-	03313						
		2/25/25							
19660 - Bose McKinney & Evans, LLP	907091	10-2021 Annexation	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	102.00
		Proceedings-legal	65330						
19660 - Bose McKinney & Evans, LLP	907125	services March 2025 10- Annexation legal	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	36,945.90
15000 Dose Pickinney & Evails, LEF	507 125	services March 2025	65330		07/29/2023	υ τ <i>ι 29</i> / 2023	03/03/2023	03/03/2023	50,575.50
205 - City Of Bloomington	000442033	10-PC Reimb Mo Co	Paid by Check		04/29/2025	04/29/2025	05/09/2025	05/09/2025	25.00
		Rec-waiver recorded 4.14.25	# 80062						



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 10 - Legal									
Program 100000 - Main									
Account 53120 - Special	-								
205 - City Of Bloomington	000440035	10-PC Reimb-Mo Co	Paid by Check		04/29/2025	04/29/2025	05/09/2025	05/09/2025	25.00
		Rec-recorded RDC 2.20.25	# 80062						
		2.20.25	Accou	unt 53120 - Sp	ecial Legal Se	rvices Totals	Inv	oice Transactions 5	\$44,783.90
					gram 100000		Inv	oice Transactions 7	\$45,330.18
				D	epartment 10 -	Legal Totals	Inv	oice Transactions 7	\$45,330.18
Department 11 - Mayor's Office									+ /
Program 110000 - Main									
Account 52110 - Office S	upplies								
8541 - Amazon.com Sales, INC	1PRD-PG19-	11-Cork Bulletin Board-	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	14.38
(Amazon.com Services LLC)	HKCQ	Comms Office	65304						
8541 - Amazon.com Sales, INC	1L7F-VWGP-	11-Keyboard Platform,	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	66.61
(Amazon.com Services LLC)	QK4P	Mouse Pad	65304	A	10 065	maliae Totale	Tana	aias Transastiana 2	
Account 52420 Other St	unnline			Account 521	10 - Office Su	pplies lotais	TUA	oice Transactions 2	\$80.99
Account 52420 - Other Se 8541 - Amazon.com Sales, INC	1GWD-G1Y6-	11-Ribbon for	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	12.00
(Amazon.com Services LLC)	YP6V	Proclamations &	65304		04/29/2025	04/29/2025	05/09/2025	05/09/2025	12.00
(Andzon.com Scivices Lee)	1100	Headphone Jack	05501						
		Adapter							
8541 - Amazon.com Sales, INC	19CG-39NQ-	11-Wireless Keyboard	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	28.99
(Amazon.com Services LLC)	RVXG	& Mouse for Desiree	65304						
651 - Engraving & Stamp Center, INC	49515	11-Name Plates for OOTM Directory Board	Paid by EFT # 65360		04/29/2025	04/29/2025	05/09/2025	05/09/2025	64.30
53442 - Paragon Micro, INC	S5206535	11-Adobe Pro License	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	110.99
	33200333	for Gretchen Knapp	65433		0 1/25/2025	0 1/23/2023	03/03/2023	03/03/2023	110.55
		· · · · · · · · · · · · · · · · · · ·		Account 524	20 - Other Su	pplies Totals	Inv	oice Transactions 4	\$216.28
Account 53310 - Printing									
3892 - Midwest Color Printing, INC	INV-22892	11-250 business cards-			04/29/2025	04/29/2025	05/09/2025	05/09/2025	76.25
		Lucas Gonzalez	65416						
3892 - Midwest Color Printing, INC	INV-	11-250 business cards	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	151.66
	22846OOTM	each- N. Fomby & B. Giffen	65416						
		Unch		Acco	unt 53310 - Pr	inting Totals	Inv	oice Transactions 2	\$227.91
					gram 110000	-		oice Transactions 8	\$525.18
					11 - Mayor's			oice Transactions 8	\$525.18
					,				+



Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
nline									
•	12- Resume Paner	Paid by FFT #		04/20/2025	04/20/2025	05/00/2025		05/00/2025	180.52
417 500 40001	Manila folders, Red Employee Files, Gel pens	65428	Account 521						\$180.52
nlies			Account 321	to - onice su	ppiles Totals	TIIA		1	\$100.52
	12 - Employee Name	Paid by FFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	156.00
1201	1 /	65429		0 1/25/2025	01/25/2025	03/03/2023		03/03/2023	150.00
			Account 524	20 - Other Su	pplies Totals	Inv	oice Transactions	1	\$156.00
and Software M	laintenance								
S5205242	12-L Anderson Adobe Acrobat Pro Renewal	Paid by EFT # 65433		04/29/2025	04/29/2025	05/09/2025		05/09/2025	119.50
	Accoun	it 53640 - Hard	ware and Sof	tware Mainte	nance Totals	Inv	oice Transactions	1	\$119.50
vices and Charg	es								
009	12-Compensation and Classification Consultation 03/4/25- 03/14/25	Paid by EFT # 65373		04/29/2025	04/29/2025	05/09/2025		05/09/2025	2,310.00
		Account 539	90 - Other Se	rvices and Ch	arges Totals	Inv	oice Transactions	1	\$2,310.00
						Inv	oice Transactions	4	\$2,766.02
		D	epartment 12 ·	- Human Reso	ources Totals	Inv	oice Transactions	4	\$2,766.02
•				04/20/2025	04/20/2025	05/00/2025		05/00/2025	12.00
6DRQ	for flood plain	65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	12.98
413877193001	13-Gel pens for office	Paid by EFT # 65428		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1.76
6028522639	13- Red/blue felt pens	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	41.74
	F		Account 521	10 - Office Su	pplies Totals	Inv	oice Transactions	3	\$56.48
plies									
1NLJ-JK6F-	13- EC Heroes Bug	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	14.33
	5								
3HWK	Stencils for Prize Bag	65304							
	5	65304 Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	85.35
	plies 417988448001 plies 1201 and Software N 55205242 ices and Charg 009 plies 1KH6-MYGV- 6DRQ 413877193001 6028522639 plies	plies 417988448001 12- Resume Paper, Manila folders, Red Employee Files, Gel pens plies 1201 12 - Employee Name Badges x14 and Software Maintenance S5205242 12-L Anderson Adobe Acrobat Pro Renewal Accourtices and Charges 009 12-Compensation and Classification Consultation 03/4/25- 03/14/25 plies 1KH6-MYGV- 6DRQ for flood plain inspections 413877193001 13-Gel pens for office use 6028522639 13- Red/blue felt pens and mechanical pencils	pliesPaid by EFT # 6542841798844800112- Resume Paper, Manila folders, Red Employee Files, Gel pensPaid by EFT # 65428120112 - Employee Name Badges x14Paid by EFT # 65429and Software MaintenanceS520524212-L Anderson Adobe Acrobat Pro Renewal Account 53640 - Hard120112-Compensation and Classification Consultation 03/4/25- 03/14/25Paid by EFT # 6537300912-Compensation and Classification Consultation 03/4/25- 03/14/25Paid by EFT # 65304plies13- Weather proof tape inspectionsPaid by EFT # 6530413-Gel pens for office usePaid by EFT # 65428602852263913- Red/blue felt pens and mechanical pencilsPaid by EFT # 65458	plies 417988448001 12- Resume Paper, Paid by EFT # Manila folders, Red 65428 Employee Files, Gel pens Account 521: plies 1201 12 - Employee Name Paid by EFT # Badges x14 65429 Account 524 and Software Maintenance S5205242 12-L Anderson Adobe Paid by EFT # Acrobat Pro Renewal 65433 Account 53640 - Hardware and Sof ices and Charges 009 12-Compensation and Classification 03/4/25- 03/14/25 Account 53990 - Other Sec Prog Department 12 - Plies 1KH6-MYGV- 13- Weather proof tape Paid by EFT # 6DRQ for flood plain 65304 inspections 413877193001 13-Gel pens for office Paid by EFT # and mechanical pencils 65458 Account 521: Account 521: Plies	plies 417988448001 12- Resume Paper, Manila folders, Red Employee Files, Gel pens Paid by EFT # 04/29/2025 plies 65428 Account 52110 - Office Su 1201 12 - Employee Name Badges x14 Paid by EFT # 04/29/2025 and Software Maintenance 65429 Account 52420 - Other Su S5205242 12-L Anderson Adobe Acrobat Pro Renewal Paid by EFT # 04/29/2025 009 12-Compensation and Classification Consultation 03/4/25- 03/14/25 Paid by EFT # 04/29/2025 Account 53990 - Other Services and Charges Account 53990 - Other Services and Charges 1KH6-MYGV- 13- Weather proof tape for flood plain inspections Paid by EFT # 04/29/2025 413877193001 13-Gel pens for office use Paid by EFT # 04/29/2025 65428 04/29/2025 65428 04/29/2025 6028522639 13- Red/blue felt pens and mechanical pencils 65458 04/29/2025 Account 52110 - 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Employee Name Badges x14 Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 and Software Maintenance S5205242 12-L Anderson Adobe Acrobat Pro Renewal Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 009 12-Compensation and Classification Consultation 03/4/25- 03/14/25 Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 Account 53900 - Other Services and Charges Tor flood plain inspections Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 flies 13- Weather proof tape 6502 Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 flies 13- Weather proof tape 6504 Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 flies 13- Red/blue feit pens and mechanical pencils Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 for flood plain inspections 65304 FT # 04/29/2025 04/29/2025 05/09/2025 for flood plain inspections FT # 04/29/2025 04/29/2025 05/</td> <td>plies 417988448001 12- Resume Paper, Manila folders, Red Employee Files, Gel pens Account 52110 - Office Supplies Totals 1201 12 - Employee Name Badges x14 and Software Maintenance S5205242 12-L Anderson Adobe Account 53640 - Hardware and Software Maintenance Totals ices and Charges 009 12-Compensation and Classification Consultation 03/4/25- 03/14/25 Account 53990 - Other Services and Charges Totals Invoice Transactions Department 12 - Human Resources Totals Invoice Transactions Department 12 - Human Resources Totals Invoice Transactions Invoice Transactions Invoi</td> <td>plies 417988448001 12- Resume Paper, Manila folders, Red Employee Files, Gel pens Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 05/09/2025 plies 12 - Employee Name Badges x14 Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 05/09/2025 05/09/2025 and Software Maintenance Faid by EFT # 04/29/2025 04/29/2025 05/09/2025 05/09/2025 05/09/2025 S205242 12-L Anderson Adobe Acrobat Pro Renewal Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 05/09/2025 009 12-Compensation and Classification Consultation 03/4/25- 03/14/25 Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 05/09/2025 Account 53990 - Other Services and Charges Totals Invoice Transactions 1 Invoice Transactions 1 Invoice Transactions 1 Operative for finded plain inspections 653/3 Account 53990 - Other Services and Charges Totals Invoice Transactions 4 Invoice Transactions 4 Plies 13- Weather proof tape (SRQ Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 05/09/2025 13-GE pens for office use Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 05/09/2025 <td< td=""></td<></td>	plies 417988448001 12- Resume Paper, Manila folders, Red Employee Files, Gel pens Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 plies 12 - Employee Name Badges x14 Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 and Software Maintenance S5205242 12-L Anderson Adobe Acrobat Pro Renewal Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 009 12-Compensation and Classification Consultation 03/4/25- 03/14/25 Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 Account 53900 - Other Services and Charges Tor flood plain inspections Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 flies 13- Weather proof tape 6502 Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 flies 13- Weather proof tape 6504 Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 flies 13- Red/blue feit pens and mechanical pencils Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 for flood plain inspections 65304 FT # 04/29/2025 04/29/2025 05/09/2025 for flood plain inspections FT # 04/29/2025 04/29/2025 05/	plies 417988448001 12- Resume Paper, Manila folders, Red Employee Files, Gel pens Account 52110 - Office Supplies Totals 1201 12 - Employee Name Badges x14 and Software Maintenance S5205242 12-L Anderson Adobe Account 53640 - Hardware and Software Maintenance Totals ices and Charges 009 12-Compensation and Classification Consultation 03/4/25- 03/14/25 Account 53990 - Other Services and Charges Totals Invoice Transactions Department 12 - Human Resources Totals Invoice Transactions Department 12 - Human Resources Totals Invoice Transactions Invoice Transactions Invoi	plies 417988448001 12- Resume Paper, Manila folders, Red Employee Files, Gel pens Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 05/09/2025 plies 12 - Employee Name Badges x14 Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 05/09/2025 05/09/2025 and Software Maintenance Faid by EFT # 04/29/2025 04/29/2025 05/09/2025 05/09/2025 05/09/2025 S205242 12-L Anderson Adobe Acrobat Pro Renewal Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 05/09/2025 009 12-Compensation and Classification Consultation 03/4/25- 03/14/25 Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 05/09/2025 Account 53990 - Other Services and Charges Totals Invoice Transactions 1 Invoice Transactions 1 Invoice Transactions 1 Operative for finded plain inspections 653/3 Account 53990 - Other Services and Charges Totals Invoice Transactions 4 Invoice Transactions 4 Plies 13- Weather proof tape (SRQ Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 05/09/2025 13-GE pens for office use Paid by EFT # 04/29/2025 04/29/2025 05/09/2025 05/09/2025 <td< td=""></td<>



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 53230 - Travel	MICD 04 2025	10			04/20/2025	04/20/2025	05/00/2025	05/00/2025	474.00
9462 - David Hittle	MICD-04.2025	13-per diem/Uber/pkg/mileage	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	474.86
		-Mayor's Institute City	: 05500						
		Design-Bosto							
		0		Acc	count 53230 -	Travel Totals	Inv	oice Transactions 1	\$474.86
Account 53310 - Printing									
501 - Karl Clark (KC Designs)	6925	13- Department	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	375.00
		Envelopes (2,500)	65339						+275.00
				ACCO	unt 53310 - P I	rinting lotals	Inve	oice Transactions 1	\$375.00
Account 53990 - Other Ser	5				04/20/2025	04/20/2025	05/00/2025	05/00/2025	15 005 22
6235 - Toole Design Group, LLC	CMH.00196_20	13- Safe Streets & Roads for All Action	Paid by EFT # 65476		04/29/2025	04/29/2025	05/09/2025	05/09/2025	15,905.22
		Plan thru 03/28/25	05170						
			Account 53	990 - Other Se	ervices and Ch	harges Totals	Inv	oice Transactions 1	\$15,905.22
				Pro	gram 130000	- Main Totals	Inv	oice Transactions 8	\$16,911.24
				Depa	rtment 13 - Pla	anning Totals	Inv	oice Transactions 8	\$16,911.24
Department 19 - Facilities Maintenanc	e								
Program 190000 - Main									
Account 52310 - Building I	Materials and Su	pplies							
8658 - Kleindorfer's Hardware LLC	800259	19 -Graffiti remover,	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	184.84
		funnel, pick up tools,	65399						
392 - Koorsen Fire & Security, INC	IN00925672	roller cover, paint 19 - breakaway locks	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	174.70
332 - Rooisen me & Security, inc	1100923072	for fire valves (5)	65402		07/23/2023	07/29/2025	03/03/2023	03/03/2023	174.70
			Account 52310	- Building Ma	terials and Su	pplies Totals	Inv	oice Transactions 2	\$359.54
Account 52430 - Uniforms	and Tools								
19171 - Vestis Group, INC (FKA Aramark)	4080178616	19 - Uniform pants for	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	14.20
		R Flake - 4/17/25	65482						
19171 - Vestis Group, INC (FKA Aramark)	4080177596	19 - Pants for R Flake -	,		04/29/2025	04/29/2025	05/09/2025	05/09/2025	14.20
		4/10/2024	65482	count 52430 -	Uniforms and	I Toole Totale	Inv	oice Transactions 2	\$28.40
Account 53140 - Extermina	ator Services		AC	count 32430 -	officiality and	I TOUIS TOLAIS	TIIV		\$20.40
51538 - Economy Termite & Pest Control,	66320	19-monthly pest	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	75.00
INC	00020	control-CH Counsel	65356		0 1/20/2020	5 1/25/2025	00,00,2020	00,00,2025	, 5.00
-		Office-4/17/25							
			Αссоι	ınt 53140 - Ex	terminator Se	ervices Totals	Inv	oice Transactions 1	\$75.00



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 19 - Facilities Maintenanc Program 190000 - Main	e								
Account 53170 - Mgt. Fee,	Consultants, a	nd Workshops							
95 - Smith Design Group, INC	4254998	19 - City Hall parking lot plans 95% complete-2/28/25	Paid by EFT # 65454		04/29/2025	04/29/2025	05/09/2025		760.00
		Account	53170 - Mgt.	Fee, Consulta	nts, and Work	shops Totals	Inv	oice Transactions 1	\$760.00
Account 53230 - Travel									
12128 - Boruff, James D	APWA-4.2025	19-Per Diem/fuel-APWA Accreditation-Columbia, MO-4/8-4/10			04/29/2025	04/29/2025	05/09/2025	5 05/09/2025	173.24
				Ace	count 53230 - 1	Travel Totals	Inv	oice Transactions 1	\$173.24
Account 53510 - Electrical									
223 - Duke Energy	19-04.24.25- FAC	19-Facilities electric billing -03/04/25- 04/01/25	Paid by Check # 80044		04/30/2025	04/30/2025	04/30/2025	6 04/30/2025	9,898.65
			A	ccount 53510	- Electrical Se	rvices Totals	Inv	oice Transactions 1	\$9,898.65
Account 53610 - Building									
656 - B&L Sheet Metal and Roofing, INC	2272912	19-CH repair roof leaks above staff lounge- 3/17	Paid by EFT # 65310		04/29/2025	04/29/2025	05/09/2025	05/09/2025	1,344.86
656 - B&L Sheet Metal and Roofing, INC	2259731	19-CH repair roof drains men's 2nd FL bathroom chase-2/21	Paid by EFT # 65310		04/29/2025	04/29/2025	05/09/2025	05/09/2025	3,577.50
321 - Harrell Fish, INC (HFI)	W89980	19 - replace toilet in first floor Mens restroom-3/31/23 2023	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	1,078.30
321 - Harrell Fish, INC (HFI)	C013048	19-April 2023 Quarterly	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	2,088.00
		Planned Maintenance	65375						,
321 - Harrell Fish, INC (HFI)	C014670	19 - December 2023 Quarterly planned Maintenance	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	5 05/09/2025	2,088.00
321 - Harrell Fish, INC (HFI)	W88385	19 -23' replaced 5 ton RTU piping/elect/ductwork-	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	11,850.00
321 - Harrell Fish, INC (HFI)	W91432	FS HQ-2/24/23 19 -FS#4-AC not working S side of bldg- 5/15/23	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	395.00
321 - Harrell Fish, INC (HFI)	W93753	19-FS#3-No AC in locker/workout rooms- R227/10/23	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	230.00



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 19 - Facilities Mainte Program 190000 - Main	enance								
Account 53610 - Buil	ding Renairs								
321 - Harrell Fish, INC (HFI)	W94102	19-4th St Garage-	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	1,910.00
	110 1102	public restroom clogged-8/30/23	65375			0 1/25/2025	00,00,2020	00,00,2020	1,910100
321 - Harrell Fish, INC (HFI)	W94732	19-BPD-Detectives restroom-toilet leaking- 8/3/23	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	789.40
321 - Harrell Fish, INC (HFI)	W94927	19-BPD-Comm Resource Officers-hot smell-8/9/23	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	371.40
321 - Harrell Fish, INC (HFI)	W96474	19-OOTC-ceiling HVAC not working-no heat- 11/1/23	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	180.00
321 - Harrell Fish, INC (HFI)	W96875	19-CH-boiler leaking- old side-replace valve/gauge-9/25/23	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	1,119.54
321 - Harrell Fish, INC (HFI)	W96889	19-CH-water leaking- front of building- 9/8/2023	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	720.00
321 - Harrell Fish, INC (HFI)	C014740	19-Trades District Garage-BFP Device Testing-11/17/2023	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	200.00
321 - Harrell Fish, INC (HFI)	W96899	19-PW-heat pump making loud noise-Unit 1-1A-9/15/23	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	360.00
321 - Harrell Fish, INC (HFI)	W96923	19-Sanitation-smelled gas-Gas Co was onsite- 10/11/23	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	618.97
321 - Harrell Fish, INC (HFI)	W96985	19-CH-1st FL womens restroom-left sink- 9/29/23	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	230.00
321 - Harrell Fish, INC (HFI)	W97002	19 -Sanitation-After HRS-gas smell-from Gas Co meter-11/9/23	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	105.00
321 - Harrell Fish, INC (HFI)	W97010	19-Sanitation-gas was shut off-pilot lights relit-11/9/23	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	882.94
321 - Harrell Fish, INC (HFI)	W97415	19 -Dispatch-install 6 gal tank type water heater-12/4/23	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	3,850.00
321 - Harrell Fish, INC (HFI)	C015391	19 - Qtrly planned maintenance contract March 2024	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	2,088.00



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Fund 1101 - General									
Department 19 - Facilities Mainte Program 190000 - Main	enance								
Account 53610 - Buil	ding Repairs								
321 - Harrell Fish, INC (HFI)	ZW10939	19 - Brushing & Adapter replaced (2024)-1/12/24	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	2,418.84
321 - Harrell Fish, INC (HFI)	ZW12698	19 -FS#4-floor drain backing up-washing machine-3/12/24	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	589.56
321 - Harrell Fish, INC (HFI)	ZW13906	19 - Electric cabinet heater material sale- 6/13/24	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	4,900.00
321 - Harrell Fish, INC (HFI)	ZW13907	19 - electrical work for the entry way/Atrium heaters -6/13/24	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	3,000.00
321 - Harrell Fish, INC (HFI)	ZW13908	19-Electric cabinet heater material sale - 6/12/24	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	4,900.00
321 - Harrell Fish, INC (HFI)	ZW13909	19-install two electric cabinet heaters- 6/13/24	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	4,200.00
321 - Harrell Fish, INC (HFI)	ZW17635	19-Mayor's Office- trouble w/heat pump in lobby-7/12/24	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	7,603.60
321 - Harrell Fish, INC (HFI)	ZW17819	19 - (7) baseboard heaters - 9/9/24	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	4,860.00
321 - Harrell Fish, INC (HFI)	ZW17820	19 - install baseboard heaters in atrium- 9/9/24	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	2,650.00
321 - Harrell Fish, INC (HFI)	ZW18397	19-cooling tower down- reset pumps-replaced speed belts-8/8/24-	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	1,876.54
321 - Harrell Fish, INC (HFI)	ZW19129	19-Fire Admin Suite-	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	4,793.17
321 - Harrell Fish, INC (HFI)	ZW20715	19-ACC-internal drain clogged-11/15/24	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	180.00
321 - Harrell Fish, INC (HFI)	ZW20795	19-CH-replace compressor in geothermal-upstairs office-12/13/24	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	1,575.00
321 - Harrell Fish, INC (HFI)	ZW24976	19 - SA City Hall repair HVAC in OOTM- 1/31/25	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025	05/09/2025	2,107.40



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 19 - Facilities Maintenance Program 190000 - Main	9									
Account 53610 - Building R	epairs									
321 - Harrell Fish, INC (HFI)	ZW24793	19-SA-CH-1st FL-repair water issues in women's restrooms- 2/3/25	Paid by EFT # 65375		04/29/2025	04/29/2025	05/09/2025		05/09/2025	608.00
321 - Harrell Fish, INC (HFI)	ZW24796	19-SA-CH repair clog in floor drain in women's room -2/26/25			04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,270.50
392 - Koorsen Fire & Security, INC	IN00882567	19 - Commercial Intrusion Repair Service Call	Paid by EFT # 65402		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,489.06
3980 - Robert Wyatt Thrasher III (Thrasher Landscape, INC)	111797	19-snow removal- 2/17/25-SW old hospital/Patterson/Allen	Paid by EFT # 65474		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,360.00
		·····		Account 5361	0 - Building R	epairs Totals	Invo	oice Transactions	40	\$86,458.58
Account 54510 - Other Cap	ital Outlays									
9488 - Rogers Remodeling LLC	2025-05-13-3	19 - Repairs to 2541 W. 3rd-4/18/25	Paid by EFT # 65449			04/29/2025	05/09/2025		05/09/2025	23,852.00
			Acco	unt 54510 - Ot				pice Transactions		\$23,852.00
					gram 190000			pice Transactions		\$121,605.41
			Depa	rtment 19 - Fac	cilities Mainte	nance Totals	Invo	pice Transactions	49	\$121,605.41
Department 28 - ITS Program 280000 - Main										
Account 52110 - Office Sup	-	20 (10) Crass of Com			04/20/2025	04/20/2025	05/00/2025		05/00/2025	204.00
6530 - Office Depot, INC	417305570001	28-(10) Cases of Copy Paper	Paid by EFT # 65428		04/29/2025	04/29/2025	05/09/2025		05/09/2025	384.00
		, apoi	00.20	Account 521	10 - Office Su	pplies Totals	Invo	oice Transactions	1	\$384.00
Account 52420 - Other Sup	plies									
6530 - Office Depot, INC	417631515001	28-(2) chairs for Lavender and Daniel	Paid by EFT # 65428		04/29/2025	04/29/2025	05/09/2025		05/09/2025	497.38
			00120	Account 524	20 - Other Su	pplies Totals	Invo	oice Transactions	1	\$497.38
Account 53210 - Telephone	2									
1079 - AT&T	812339226104- 25	28-phone charges 03/20/25-04/19/25- #812 339-2261 261 1	Paid by Check # 80036		04/30/2025	04/30/2025	04/30/2025		04/30/2025	3,843.17
		#012 555-2201 201 1		Account	53210 - Tele	phone Totals	Invo	oice Transactions	1	\$3,843.17
Account 53910 - Dues and	Subscriptions									
8690 - DocuSign, INC	111100496380	28 - DocuSign - Annual Enterprise Licenses 4- 20-25 to 4-19-26	,		04/29/2025	04/29/2025	05/09/2025		05/09/2025	6,403.20



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 28 - ITS										
Program 280000 - Main										
Account 53910 - Dues ar										
6556 - KnowBe4, INC	INV378954	28-PhishER	Paid by El	T #	04/29/2025	04/29/2025	05/09/2025	5	05/09/2025	6,342.30
		Subscription 7/3/2025-	65400							
		7/2/2026	٨	count 53910 - Due	and Subceri	ntione Totale	Inv	oice Transactions	2	\$12,745.50
Account E4420 Durcha	o of Equipmont		AC	count 33910 - Due	s and Subscri		THA		2	\$12,745.50
Account 54420 - Purchas				т <i>щ</i>	04/20/2025	04/20/2025	05/00/2025	-	05/00/2025	1 207 04
53442 - Paragon Micro, INC	S5202894	28-(10) IDEAS WAVE ID reader	Paid by El 65433	-1#	04/29/2025	04/29/2025	05/09/2025)	05/09/2025	1,387.04
					chase of Faui	nment Totals	Inv	oice Transactions	1	\$1,387.04
			7.0		gram 280000	•		oice Transactions		\$18,857.09
				i i c	Department 21			oice Transactions		\$18,857.09
					Fund 1101 - G			oice Transactions		\$276,553.06
Fund 2201 - Motor Vehicle Highway							THA		152	\$270,555.00
Department 20 - Street										
Program 200000 - Main										
Account 52210 - Institut	tional Supplies									
313 - Fastenal Company	INBLM238515	20-Safety & Supplies	Paid by Ef	т #	04/29/2025	04/29/2025	05/09/2025	-	05/09/2025	278.93
515 - Tastenar Company	11020250515	for crews(gloves,	65363	Ι π	07/29/2025	07/29/2025	03/03/2023)	05/05/2025	270.95
		glasses, paint)								
				Account 52210 - Ir	nstitutional Su	pplies Totals	Inv	oice Transactions	1	\$278.93
Account 52340 - Other R	epairs and Maint	enance								
294 - All-Phase Electric Supply, INC	0740-1025599	20-6500' Pull Line	Paid by Ef	T #	04/29/2025	04/29/2025	05/09/2025	5	05/09/2025	33.11
		Bucket 210 lb for St.	65303							
		Repair						_		
294 - All-Phase Electric Supply, INC	0740-1028168	20-Insulated long nose	Paid by El 65303	-1#	04/29/2025	04/29/2025	05/09/2025)	05/09/2025	65.91
		pliers & Pop up driver for Traffic	05303							
294 - All-Phase Electric Supply, INC	0740-1028300	20-Lamp &	Paid by Ef	T #	04/29/2025	04/29/2025	05/09/2025	5	05/09/2025	72.91
291 All Huse Electric Supply, Inc	07 10 1020500	Photocontrol Relay for	65303	1 77	0 1/25/2025	01/25/2025	05/05/2023	,	05/05/2025	72.51
		Street Lights								
			Account 52	340 - Other Repai	irs and Mainte	nance Totals	Inv	oice Transactions	3	\$171.93
Account 52420 - Other S	Supplies			-						
8541 - Amazon.com Sales, INC	1Q6H-JXLW-	20-Diamond Drill Bit	Paid by Ef	-T #	04/29/2025	04/29/2025	05/09/2025	5	05/09/2025	60.61
(Amazon.com Services LLC)	YVRJ	Adapter for Core	65304							
		Drilling						_		
8541 - Amazon.com Sales, INC	1MR1-4WLK-	20-Key Tag Blanks for	Paid by El	-1#	04/29/2025	04/29/2025	05/09/2025	Ď	05/09/2025	20.70
(Amazon.com Services LLC)	3TM6	Vehicles	65304							



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Su					04/20/2025	04/20/2025	05/00/2025		05/00/2025	7.00
409 - Black Lumber Co. INC	599717	20-Zinc Pistol Nozzle	Paid by EFT # 65319		04/29/2025	04/29/2025	05/09/2025		05/09/2025	7.99
409 - Black Lumber Co. INC	600028	20-Hardware	Paid by EFT # 65319		04/29/2025	04/29/2025	05/09/2025		05/09/2025	2.89
409 - Black Lumber Co. INC	600030	20-4" x 50' foam expansion joint for street crews	Paid by EFT # 65319		04/29/2025	04/29/2025	05/09/2025		05/09/2025	25.99
409 - Black Lumber Co. INC	600498	20-(11) VP 2.6pz 2 cycle oil for street cut crew	Paid by EFT # 65319		04/29/2025	04/29/2025	05/09/2025		05/09/2025	43.67
409 - Black Lumber Co. INC	600584	20-Hardware for Paving Crew	Paid by EFT # 65319		04/29/2025	04/29/2025	05/09/2025		05/09/2025	24.60
409 - Black Lumber Co. INC	600640	20-3 LB Drilling Hammer for Milling Machine	Paid by EFT # 65319		04/29/2025	04/29/2025	05/09/2025		05/09/2025	37.99
409 - Black Lumber Co. INC	600695	20-Calcking Gun, Landscape Adhesive for Sidewalk Crew	Paid by EFT # 65319		04/29/2025	04/29/2025	05/09/2025		05/09/2025	20.93
311 - Everett J Prescott, INC	6455022	20-Scoop shovels for paving crew	Paid by EFT # 65361		04/29/2025	04/29/2025	05/09/2025		05/09/2025	370.61
8658 - Kleindorfer's Hardware LLC	781480	20-(8) Flat Pt. Shovel for paving	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	115.92
8658 - Kleindorfer's Hardware LLC	783467	20-(1) Boomer & (2) hooks with safety for paving crew	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	63.57
8658 - Kleindorfer's Hardware LLC	785769	20-(1) wire strippers, (1) electrical tape, 8' wire for sidewalk	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	30.28
8658 - Kleindorfer's Hardware LLC	800017	20-Hitch for mowing crew	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	36.49
8658 - Kleindorfer's Hardware LLC	793104	20-(18)5/16 GRD 70, (2) grab hooks for Paving Crew	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	110.58
8658 - Kleindorfer's Hardware LLC	793259	20-Hardware for Paving Crew	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	454.85
8658 - Kleindorfer's Hardware LLC	800158	20-(2) hitch Sleeves	Paid by EFT # 65399		04/29/2025	04/29/2025	05/09/2025		05/09/2025	23.18
				Account 524	20 - Other Su	pplies Totals	Invo	ice Transactions	17	\$1,450.85



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 2201 - Motor Vehicle Highway									
Department 20 - Street									
Program 200000 - Main									
Account 53130 - Medical									
231 - IU Health OCC Health Services	00167621-00	20-DOT 5 Panel Screen	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	55.00
		for J. Drummond-	65394						
		3/21/25					_		
				Acco	unt 53130 - M	edical lotals	Invo	ice Transactions 1	\$55.00
Account 53160 - Instructio									
2871 - International Municipal Signal	394704	20-Cert Renewal - Traff			04/29/2025	04/29/2025	05/09/2025	05/09/2025	70.00
Association (IMSA)		Signal/Signs & Markings- (Henson)	65390						
2871 - International Municipal Signal	394600	20-Certificate Renewal	Paid by FFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	40.00
Association (IMSA)	554000	- Traffic Signal Level 2			07/29/2025	07/29/2025	05/05/2025	03/03/2023	10.00
		(Love)	00000						
				Account	53160 - Instr	uction Totals	Invo	ice Transactions 2	\$110.00
Account 53230 - Travel									
2649 - Danna J Stephens	APWA-4.2025	20-Per Diem-APWA	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	123.00
		Accreditation-Columbia,	65460						
		MO-4/8-4/10							
5629 - Daniel Bitner	APWA-04.2025	20-Per Diem-APWA	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	123.00
		Accreditation-Columbia,	65318						
7246 Jacoph D. Vandovantor	APWA-04.2025	MO-4/8-4/10 20-Per Diem-APWA	Paid by EFT #		04/20/2025	04/20/2025	05/09/2025	05/00/2025	123.00
7246 - Joseph D Vandeventer	APWA-04.2025	Accreditation-Columbia,	,		04/29/2025	04/29/2025	05/09/2025	05/09/2025	125.00
		MO-4/8-4/10	00+00						
				Acc	ount 53230 - '	Fravel Totals	Invo	ice Transactions 3	\$369.00
Account 53510 - Electrical	Services								·
223 - Duke Energy	19-04.24.25-	19-Facilities electric	Paid by Check		04/30/2025	04/30/2025	04/30/2025	04/30/2025	453.35
5,	FAC	billing -03/04/25-	# 80044						
		04/01/25							
			А	ccount 53510	- Electrical Se	rvices Totals	Invo	ice Transactions 1	\$453.35
Account 53730 - Machinery									
13706 - Sunbelt Rentals, INC	167751990-	20-Rental for Core Drill	,		04/29/2025	04/29/2025	05/09/2025	05/09/2025	120.75
	0001	& Bit	65464				-		+100 75
			count 53730 -	Machinery and	a Equipment i	kental lotais	Invo	ice Transactions 1	\$120.75
Account 53920 - Laundry a			D.11 FFT "		04/20/2025	04/20/2025	05/00/2025	05/00/2025	0.01
19171 - Vestis Group, INC (FKA Aramark)	4080177436	20-uniform rental	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	9.01
		(minus payroll ded)- 4/9/25	65482						
19171 - Vestis Group, INC (FKA Aramark)	4080177437	20-mat/towel service-	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	42,50
	10001// 10/	4/9/25	65482		0 1/25/2025	0 1/25/2025	55, 65, 2025	03,03,2023	12.50
		, -, ==							



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2201 - Motor Vehicle Highway										
Department 20 - Street Program 200000 - Main										
Account 53920 - Laundry a	nd Other Sanita	tion Services								
19171 - Vestis Group, INC (FKA Aramark)	4080178481	20-uniform rental	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	8.09
	1000170101	(minus payroll ded)- 4/16/25	65482		0 1/25/2025	0 17 237 2023	05/05/2025		05/05/2025	0.05
19171 - Vestis Group, INC (FKA Aramark)	4080178482	20-mat/towel service- 4/16/25	Paid by EFT # 65482		04/29/2025	04/29/2025	05/09/2025		05/09/2025	42.50
19171 - Vestis Group, INC (FKA Aramark)	4080179495	20-mat/towel service- 4/23/25	Paid by EFT # 65482		04/29/2025	04/29/2025	05/09/2025		05/09/2025	42.50
		Account	t 53920 - Laun	dry and Other	Sanitation Se	rvices Totals	Inv	oice Transactions	5	\$144.60
Account 53950 - Landfill										
60 - Formerly MCSWMD Waste Reduction District of Monroe County	16-2025	20-Disposal Fees for pavement marking paint 04/15/25	Paid by EFT # 65486		04/29/2025	04/29/2025	05/09/2025		05/09/2025	107.31
		, , , , , , , , , , , , , , , , , , ,		Acco	unt 53950 - L a	andfill Totals	Inv	oice Transactions	1	\$107.31
				Pro	gram 200000 ·	- Main Totals	Inv	oice Transactions	35	\$3,261.72
					partment 20 - 3			oice Transactions		\$3,261.72
			Fu	nd 2201 - Mot	or Vehicle Hig	hway Totals	Inv	oice Transactions	35	\$3,261.72
Fund 2202 - Local Road and Street										
Department 20 - Street Program 200000 - Main										
Account 53520 - Street Lig	hts / Traffic Sig	nals								
223 - Duke Energy		02-Street Light (Misc	Paid by Check		04/30/2025	04/30/2025	04/30/2025		04/30/2025	41,123.24
	MB	Lights)-01/30/25- 04/15/25	# 80046				,,			
223 - Duke Energy	02-TS04.24.25- 01	02-Traffic Signals- 02/25/25-04/02/25	Paid by Check # 80050		04/30/2025	04/30/2025	04/30/2025		04/30/2025	1,202.31
223 - Duke Energy		02-Traffic Signals- 02/28/25-04/02/25	Paid by Check # 80051		04/30/2025	04/30/2025	04/30/2025		04/30/2025	973.52
223 - Duke Energy		02/20/25-04/02/25 02-Traffic Signals-	Paid by Check		04/30/2025	04/30/2025	04/30/2025		04/30/2025	1,144.94
	03	01/30/25-03/04/25	# 80052							
223 - Duke Energy	02-TS04.24.25- 03	02-Traffic Signals- 02/28/25-04/02/25	Paid by Check # 80054		04/30/2025	04/30/2025	04/30/2025		04/30/2025	1,220.83
223 - Duke Energy	02-TS04.23.25-	02-Traffic Signals-	Paid by Check		04/30/2025	04/30/2025	04/30/2025		04/30/2025	426.77
223 - Duke Energy	04 02-TS04.24.25-	01/30/25-03/04/25 02-Traffic Signals-	# 80055 Paid by Check		04/30/2025	04/30/2025	04/30/2025		04/30/2025	451.44
	04	02/28/25-04/02/25	# 80053						,,	
223 - Duke Energy	02-SL04.24.25- MA	02-Street Light (Misc Lights)-12/12/24- 03/27/25	Paid by Check # 80049		04/30/2025	04/30/2025	04/30/2025		04/30/2025	12,607.72
223 - Duke Energy	02-TS04.24.25- MS		Paid by Check # 80056		04/30/2025	04/30/2025	04/30/2025		04/30/2025	146.56



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Fund 2202 - Local Road and Street										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lig	hts / Traffic Sig	nals								
223 - Duke Energy	9101703349920	02-	Paid by Check		04/30/2025	04/30/2025	04/30/2025	5	04/30/2025	68.47
	425	Install/relocation/elec.	# 80045							
		chgs-								
		Hawthorne/Weathersto								
		ne-3/6-4/3					_			
			Account 5352	0 - Street Lig	nts / Traffic S	ignals Totals	Inv	oice Transactions	5 10	\$59,365.80
Account 53990 - Other Ser	-									
351 - Young Trucking, INC	131444	20-Truck/Trailer	Paid by Check		04/29/2025	04/29/2025	05/09/2025	5	05/09/2025	600.00
		Services - Moving	# 80073							
		Paver/Milling Machine 03/31								
		03/31	Account 53	990 - Other Se	rvices and Ch	arges Totals	Inv	oice Transactions	1	\$600.00
			Account 99:		gram 200000 ·	5		oice Transactions	_	\$59,965.80
					partment 20 - 3			oice Transactions		\$59,965.80
			-	und 2202 - Lo				oice Transactions		\$59,965.80
Fund 2207 - Parking Meter			Г	una 2202 - Lo		Street Totals	THA	orce fransactions	. 11	\$29,905.00
5										
Department 26 - Parking										
Program 260000 - Main										
Account 52420 - Other Sup										
8541 - Amazon.com Sales, INC	1VDD-TGN9-	26-markers-filters-trash			04/29/2025	04/29/2025	05/09/2025)	05/09/2025	110.84
(Amazon.com Services LLC)	3CRX	bags-paper towel - ramps for message bd	65304							
8658 - Kleindorfer's Hardware LLC	781492	26-(3) packing tape for	Paid by FET #		04/29/2025	04/29/2025	05/09/2025	:	05/09/2025	20.07
8050 - Nielindoner stratuware LEC	701492	parking services	65399		07/29/2023	07/29/2023	03/03/2023	,	03/09/2023	20.07
		parking services		Account 524	20 - Other Su	polies Totals	Inv	oice Transactions	2	\$130.91
					gram 260000 ·			oice Transactions	_	\$130.91
					artment 26 - P a			oice Transactions	_	\$130.91
				1	207 - Parking			oice Transactions	_	\$130.91
				runu Za	LU7 - Farking	meter Totals	THA		→ ∠	φ130.91



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2209 - LIT – Economic Developme										
Department 04 - Economic & Sustainal Program 040000 - Main Account 53960 - Grants	ble Dev									
2002 - Boys & Girls Club Of Bloomington,	SPONSOR-	04-Lemonade Day	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	5,000.00
INC	010325	2025 - Founding Sponsor	65332							·
9063 - Donovan Energy	2624	04-unicipal Energy Efficiency and Decarbonization 03/31/25	Paid by EFT # 65353		04/29/2025	04/29/2025	05/09/2025		05/09/2025	27,794.63
4610 - Hopscotch Coffee, LLC	000247	04-Zero In Earth Day Raffle Awards (mugs/notebook)	Paid by EFT # 65383		04/29/2025	04/29/2025	05/09/2025		05/09/2025	25.00
9632 - InnovaSol LLC	INNVO401LIGH T-1	()	Paid by EFT # 65388		04/29/2025	04/29/2025	05/09/2025		05/09/2025	15,425.15
9632 - InnovaSol LLC	INNVO401LIGH T-2		Paid by EFT # 65388		04/29/2025	04/29/2025	05/09/2025		05/09/2025	95,663.10
3404 - J.R. Watkins & Family, INC (Signs Now-Abracadabra)	17018	04-Go Bloomington Posters	Paid by EFT # 65395		04/29/2025	04/29/2025	05/09/2025		05/09/2025	80.00
4549 - Kroger Limited Partnership I	076894	04-Supplies for Artist Party -cups, water, ice- 4/10/25	Paid by Check # 80068		04/29/2025	04/29/2025	05/09/2025		05/09/2025	68.45
4549 - Kroger Limited Partnership I	045974	04- Earth Day Event Supplies (lunch bags) for Parks	Paid by Check # 80068		04/29/2025	04/29/2025	05/09/2025		05/09/2025	11.16
52948 - Mays Greenhouse, LLC	34457	04-Zero In Earth Day Raffle Awards (gardening tools)	Paid by EFT # 65410		04/29/2025	04/29/2025	05/09/2025		05/09/2025	47.95
9528 - Gabriel Peoples	5003	04-Entertainment (DJ Services) for 4/10/2025 Artist Party	Paid by EFT # 65437		04/29/2025	04/29/2025	05/09/2025		05/09/2025	500.00
8220 - Elise Tirmenstein	202501	04- Bartending Services for 4/10/2025 Artist Party	Paid by EFT # 65475		04/29/2025	04/29/2025	05/09/2025		05/09/2025	650.00
		i dity		Acc	count 53960 - G	Grants Totals	Invo	ice Transactions	11	\$145,265.44
					ogram 040000 -			ice Transactions		\$145,265.44
					ic & Sustainabl			ice Transactions		\$145,265.44
			Fund 220	99 - LIT – Eco	nomic Develop	oment Totals	Invo	ice Transactions	11	\$145,265.44



Fund 2300 - Donations (restricted; not used for capital i Department 06 - Controller's Office Program 400101 - Animal Medical Services Account 53130 - Medical 50350 - Arlington Heights Veterinary 24402 Hospital, INC 50350 - Arlington Heights Veterinary 24401 S0350 - Arlington Heights Veterinary 24401 Hospital, INC Program 401301 - Planning EC Eco Hero Account 47050 - Donations 11589 - Bloomington Cooperative Services 11589 - Bloomington Cooperative Services 050302110120 (Bloomingfoods) 50796 - Margaret A Taylor (Book Corner) 41725 Fund 2506 - Community Services Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025	the second s							
Department 06 - Controller's Office Program 400101 - Animal Medical Services Account 53130 - Medical 50350 - Arlington Heights Veterinary 24402 Hospital, INC 50350 - Arlington Heights Veterinary 24401 Hospital, INC 50350 - Arlington Heights Veterinary 24401 Hospital, INC Program 401301 - Planning EC Eco Hero Account 47050 - Donations 11589 - Bloomington Cooperative Services 050302110120 (Bloomingfoods) 50796 - Margaret A Taylor (Book Corner) 41725 Fund 2506 - Community Services Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Program 400101 - Animal Medical Services Account 53130 - Medical 50350 - Arlington Heights Veterinary 24402 Hospital, INC 50350 - Arlington Heights Veterinary 24401 Sogan 401301 - Planning EC Eco Hero Account 47050 - Donations 11589 - Bloomington Cooperative Services 050302110120 (Bloomingfoods) 50796 - Margaret A Taylor (Book Corner) 41725 Fund 2506 - Community Services Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks	items)							
Account 53130 - Medical 50350 - Arlington Heights Veterinary 24402 Hospital, INC 20350 - Arlington Heights Veterinary 24401 50350 - Arlington Heights Veterinary 24401 Hospital, INC Program 401301 - Planning EC Eco Hero Account 47050 - Donations Account 47050 - Donations 11589 - Bloomington Cooperative Services 0S0302110120 (Bloomingfoods) 50796 - Margaret A Taylor (Book Corner) 41725 Fund 2506 - Community Services Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 LLC) 032725 Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025								
50350 - Arlington Heights Veterinary Hospital, INC 24402 50350 - Arlington Heights Veterinary Hospital, INC 24401 Program 401301 - Planning EC Eco Hero Account 47050 - Donations 4000000000000000000000000000000000000								
Hospital, INC 50350 - Arlington Heights Veterinary 24401 Hospital, INC Program 401301 - Planning EC Eco Hero Account 47050 - Donations 11589 - Bloomington Cooperative Services 0S0302110120 (Bloomingfoods) 50796 - Margaret A Taylor (Book Corner) 41725 Fund 2506 - Community Services Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025				04/20/2025	04/20/2025	05/00/2025	05/00/2025	2 424 20
Hospital, INC Program 401301 - Planning EC Eco Hero Account 47050 - Donations 11589 - Bloomington Cooperative Services 0S0302110120 (Bloomingfoods) 50796 - Margaret A Taylor (Book Corner) 41725 Fund 2506 - Community Services Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025	01-Exploratory Surgery foreign body removal- 4/2/25	65306		04/29/2025	04/29/2025	05/09/2025	05/09/2025	3,424.20
Account 47050 - Donations 11589 - Bloomington Cooperative Services 0S0302110120 (Bloomingfoods) 50796 - Margaret A Taylor (Book Corner) 41725 Fund 2506 - Community Services Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025	01-De-Hiss Repair- 4/7/25	Paid by EFT # 65306		04/29/2025	04/29/2025	05/09/2025	05/09/2025	696.64
Account 47050 - Donations 11589 - Bloomington Cooperative Services 0S0302110120 (Bloomingfoods) 50796 - Margaret A Taylor (Book Corner) 41725 Fund 2506 - Community Services Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025	Account 53130 - Medical Totals				edical Totals	Invoice Transactions 2		\$4,120.84
Account 47050 - Donations 11589 - Bloomington Cooperative Services 0S0302110120 (Bloomingfoods) 50796 - Margaret A Taylor (Book Corner) 41725 Fund 2506 - Community Services Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025		Program 400101 - Animal Medical Services Totals				Invoice Transactions 2		\$4,120.84
(Bloomingfoods) 50796 - Margaret A Taylor (Book Corner) 41725 Fund 2506 - Community Services Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025								
50796 - Margaret A Taylor (Book Corner) 41725 Fund 2506 - Community Services Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025	13- 5X7 Cards for Eco- Hero Winners	Paid by EFT # 65322		04/29/2025	04/29/2025	05/09/2025	05/09/2025	41.40
Fund 2506 - Community Services Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025	13-Books and Finger Puppets for Eco Hero Winners	Paid by EFT # 65467		04/29/2025	04/29/2025	05/09/2025	05/09/2025	77.44
Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025		Account 47050 - Donations Totals				Invoice Transactions 2		\$118.84
Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025		Program 401301 - Planning EC Eco Hero Totals				Invoice Transactions 2		\$118.84
Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025	Department 06 - Controller's Office Totals					Invoice Transactions 4		\$4,239.68
Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025	Fund 2300 - D	Donations (restricted; not used for capital items) Totals				Invoice Transactions 4		\$4,239.68
Account 53990 - Other Services and Charge 9684 - Anya Backlund (Blue Flower Arts, 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025								
9684 - Anya Backlund (Blue Flower Arts, 032725 LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025	es							
LLC) Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025	09-Tamara Winfrey-	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	2,106.68
Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025	Harris Honorarium and Mileage Reimbursement	,		- , _ , _ ,	,,	,,	,	_,
Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025		Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		\$2,106.68
Account 53990 - Other Services and Charge 9771 - James Brooks BHM-2025		Program 0900	03 - Com Serv	- Status of W	Iomen Totals	Invo	oice Transactions 1	\$2,106.68
9771 - James Brooks BHM-2025								
	es							
	09-2025 BHM Poster Board Contest-2nd PL	Paid by Check # 80061		04/29/2025	04/29/2025	05/09/2025	05/09/2025	100.00
, 2.3.2025	MS-Evelyn Brooks 09-DJ Services-2025 Black History Month Gala Event-	Paid by EFT # 65419		04/29/2025	04/29/2025	05/09/2025	05/09/2025	400.00
		Account 53!	990 - Other Sei	rvices and Ch	narges Totals	Invo	oice Transactions 2	\$500.00
			090016 - Com		-	Invo	oice Transactions 2	\$500.00
		-		partment 09 -		Invo	oice Transactions 3	\$2,606.68
			Fund 2506 - Co			Invo	oice Transactions 3	\$2,606.68


Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2512 - Non-Reverting Telecom (-									
Department 25 - Telecommunications	S									
Program 256000 - Services										
Account 53150 - Commun										
4170 - Comcast Cable Communications,		12 28-3550 N. Kinser	Paid by Check		04/30/2025	04/30/2025	04/30/2025		04/30/2025	110.35
INC	325	Cascades Clubhouse-	# 80042							
		04/27-05/26/25	Account F	21E0 Comm	unications Co	where at Totala	Tov	oice Transactions	. 1	\$110.35
			ACCOUNT 3	5150 - Comm	iunications Co	ILLACT I OLAIS	TIN		5 I	\$110.55
Account 54450 - Equipme		20 CADD Handward			04/20/2025	04/20/2025	05/00/2025		05/00/2025	175 40
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1M4F-VX7V- YHXW	28-CAPR Hardware, headset for M. Crump	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	175.40
53442 - Paragon Micro, INC	S5202894	28-(10) IDEAS WAVE	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	312.86
	33202034	ID reader	65433		07/29/2029	07/29/2025	05/05/2025		05/05/2025	512.00
53442 - Paragon Micro, INC	S5203048	28-(2) Microsoft SQL	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,869.98
		Server Standard Core	65433		-,-,	-,-,	,,		,,	,
		Adition								
53442 - Paragon Micro, INC	S5206513	28-City Civil Capital	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	749.90
		Replacement CAPR	65433							
		Sock UPS (10)					_			
					54450 - Equi			oice Transactions		\$3,108.14
				-	m 256000 - Se			oice Transactions		\$3,218.49
					elecommunic			oice Transactions		\$3,218.49
			Fund 2512 -	Non-Reverti	ng Telecom (S	51146) Totals	Inv	oice Transactions	5 5	\$3,218.49
Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 43160 - Lot/Gara	age Leases - Anı									
Aiden McCauley	MCCAULEY-	26-Customer over paid	,		04/29/2025	04/29/2025	05/09/2025		05/09/2025	336.00
	042125	parking garage fee-	# 80075							
		canceled for May					-	· + ··		+226.00
			Account 43:	160 - Lot/Gara	age Leases - A	Annual lotals	Inve	oice Transactions	5 1	\$336.00
Account 52310 - Building			D FET #		04/00/0005		05/00/0005		05 (00 (0005	60 T 4
8658 - Kleindorfer's Hardware LLC	781549	26-rubber gloves and	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	69.74
		electrical tape for gate	65399							
		repairs	Account 52310	- Ruilding Ma	torials and Su	Innline Totals	Inv	oice Transactions	- 1	\$69.74
Account 52340 - Other Re	anairs and Maint		Account JZJIU	Banang Ma		Philes Lorais	1110			φ09.7 1
5605 - Photizo, LLC (Fish Window	3120-19490	26-window cleaning for	· Daid by FET #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	160.00
Cleaning)	5120-19490	the parking services	65439		07/29/2023	07/29/2023	03/09/2025		05/09/2025	100.00
cicaring)		office	05755							
			Account 52340	- Other Repai	rs and Mainte	nance Totals	Inv	oice Transactions	5 1	\$160.00
										r •



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Paymer	nt Date Invo	oice Amount
Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking Program 260000 - Main										
Account 53510 - Electrical	Services									
223 - Duke Energy		26-Trades Garage-489	Edit		05/07/2025	05/07/2025	05/07/2025			666.08
	425	W. 10th-elec chgs								
		03/21/25-04/21/25	,	Account 53510	Electrical Se	nuices Totals	Inv	pice Transactions 1		\$666.08
Account 53530 - Water an	d Sewer		F	ACCOUNT 33310	- Electrical Se	rvices Totals	111/0			\$000.00
208 - City Of Bloomington Utilities	17195-004	26-4th St Garage-105	Paid by Check		04/30/2025	04/30/2025	04/30/2025	04/30/2	2025	173.12
	0325	W. 4th St-water/sewer			0.,00,2020	0.,00,2020	0.,00,2020	0.,00,2		
		March 2025								
208 - City Of Bloomington Utilities	44482-004 0325	26-Morton St Garage- 220 N Morton-	Paid by Check # 80040		04/30/2025	04/30/2025	04/30/2025	04/30/2	2025	57.56
	0323	water/sewer bill-March	# 800-10							
		2025								
208 - City Of Bloomington Utilities	59613-001	06-Trades Garage-489	Paid by Check		04/30/2025	04/30/2025	04/30/2025	04/30/2	2025	165.03
	0325	W. 10th Street water/sewer - March	# 80040							
		2025								
				Account 53530	- Water and S	Sewer Totals	Invo	pice Transactions 3		\$395.71
Account 53540 - Natural G										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888919- 3040725	26-Trades Garage-489 W. 10th St-gas bill	Paid by Check # 80057		04/30/2025	04/30/2025	04/30/2025	04/30/2	2025	48.77
Lifergy) (vectien)	3070723	03/04/25-04/01/25	# 80057							
		,-,-,-,-		Account 5	3540 - Natur	al Gas Totals	Invo	pice Transactions 1		\$48.77
Account 53610 - Building	-									
321 - Harrell Fish, INC (HFI)	ZW24317	26-sensor out in	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2	2025	302.50
		basement-Trades Garage-2/19/25	65375							
392 - Koorsen Fire & Security, INC	IN00918043	26-Walnut St Garage	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2	2025	524.95
		fire alarm service repair	65402							
		04/08/25		Account 5361	- Puilding P	anaire Totale	Inv	pice Transactions 2		\$827.45
Account 53640 - Hardward	e and Software M	laintenance		Account 5501	- Building K		TING			<u> </u> 3027.45
9313 - Windcave INC	2837372	26- credit card fee	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2	2025	917.82
		subscription-All	65492		, ,	- ,,	,,			
		Garages-Mar 2025				-				+017.02
		Accour	17 53640 - Har	dware and Sof	tware Mainte gram 260000 ·			pice Transactions 1 pice Transactions 11		\$917.82 \$3,421.57
					artment 26 - P a			pice Transactions 11		\$3,421.57
			Fund	d 2520 - Parkir		-		pice Transactions 11		\$3,421.57



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 2521 - Alternative Transport(S	56301)								
Department 26 - Parking									
Program 260000 - Main									
Account 52420 - Other	Supplies								
8541 - Amazon.com Sales, INC	1VDD-TGN9-	26-markers-filters-trash	,		04/29/2025	04/29/2025	05/09/2025	05/09/2025	110.84
(Amazon.com Services LLC)	3CRX	bags-paper towel - ramps for message bd	65304						
				Account 524	120 - Other Su	Ipplies Totals	Inv	oice Transactions 1	\$110.84
				Pro	ogram 260000	- Main Totals	Inv	oice Transactions 1	\$110.84
					artment 26 - P		Inv	oice Transactions 1	\$110.84
			Fund 252		ve Transport(S	5		oice Transactions 1	\$110.84
Fund 4401 - Cumulative Capital Imp	provement - Cigar	ette Tax					1110		φ110.01
Department 02 - Public Works	novement eigen								
Program 020000 - Main									
5	Allow and Cours	* Matorial							
Account 52330 - Street			Daid by FFT #		04/20/2025	04/20/2025	05/00/2025	05/00/2025	1 020 50
334 - Irving Materials, INC	11541802	20-Concrete materials for sidewalks, curbs,	Paid by EFT # 65393		04/29/2025	04/29/2025	05/09/2025	05/09/2025	1,038.50
		ramps 04/09/25	03393						
34 - Irving Materials, INC	11544890	20-Concrete materials	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	813.00
	11511050	for sidewalks, curbs,	65393		0 1/25/2025	01/25/2025	05/05/2025	05/05/2025	015.00
		ramps 04/16/25	00000						
365 - Rogers Group, INC	0071206909	20-Stone for Sidewalk	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	413.68
5 17		Projects 03/27/25	65448						
		Ac	count 52330 - 3	Street , Alley,	and Sewer M	aterial Totals	Inv	oice Transactions 3	\$2,265.18
				Pro	ogram 020000	- Main Totals	Inv	oice Transactions 3	\$2,265.18
				Departme	nt 02 - Public	Works Totals	Inv	oice Transactions 3	\$2,265.18
		Fund 4401 - C	umulative Cap				Inv	oice Transactions 3	\$2,265.18
Fund 4402 - Cumulative Capital Dev	velopment								+-,
Department 02 - Public Works	0.0p0								
Program 020000 - Main									
Account 47080 - Other	Reimbursements								
9787 - Bloomington Mulch, INC	003114	20-Topsoil (Triaxle) for	Paid by FET #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	600.00
(Bloomington Speedway Mulch	005114	Sidewalk Projects	65325		07/29/2025	07/29/2025	03/09/2023	05/09/2025	000.00
Doomington Speedway Malen		Sidewalk Projects		nt 47080 - Oth	er Reimburse	ments Totals	Inv	oice Transactions 1	\$600.00
Account 52330 - Street	Alley and Sewe	r Material	/ lecour				1110		4000100
5149 - E&B Paving, INC	30062878	20-Asphalt for patching	Paid by FFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	531.77
	50002070	04/01/25 & 04/02/25	65355		07/29/2023	07/29/2025	03/03/2023	05/05/2025	551.77
5149 - E&B Paving, INC	30058795	20-Credit for Asphalt	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/2025	(493.74)
	50050, 55	Millings 6 at 82.29	65355		0 1, 20, 2020	0 1, 20, 2020	23, 03, 2023	00,00,2020	(1991/1)
		07/24							



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 4402 - Cumulative Capital Dev	velopment								
Department 02 - Public Works									
Program 020000 - Main									
Account 52330 - Street	, Alley, and Sewer	Material							
5149 - E&B Paving, INC	30062932	20-Asphalt for patching 04/08/25	9 Paid by EFT # 65355		04/29/2025	04/29/2025	05/09/2025	05/09/2025	902.07
			ccount 52330 -	Street , Alley,	and Sewer M	aterial Totals	Invo	oice Transactions 3	\$940.10
					gram 020000		Invo	oice Transactions 4	\$1,540.10
					nt 02 - Public		Invo	oice Transactions 4	\$1,540.10
Department 07 - Engineering Program 070000 - Main									1 /
Account 54310 - Impro		-							
223 - Duke Energy	9101703349920 425	02- Install/relocation/elec.	Paid by Check # 80045		04/30/2025	04/30/2025	04/30/2025	04/30/2025	27,249.34
		chgs-							
		Hawthorne/Weatherstone-3/6-4/3)						
		Acc	ount 54310 - Ir	mprovements	Other Than Bu	uilding Totals	Invo	oice Transactions 1	\$27,249.34
				Pro	gram 070000	- Main Totals	Invo	oice Transactions 1	\$27,249.34
				Departm	ent 07 - Engin	eering Totals	Invo	oice Transactions 1	\$27,249.34
			Fund 4402 -	- Cumulative C	apital Develo	pment Totals	Invo	oice Transactions 5	\$28,789.44
Fund 4667 - Econ Dev LIT Bonds of Department 06 - Controller's Office Program 08FIR1 - Fire Station 1	2								
Account 54510 - Other	• •				04/20/2025	04/20/2025	05/00/2025	05/00/2025	22.250.00
3903 - Electric Plus, INC	412	08-FS#1 Const Proj- release 5% Bd held retainage	Paid by EFT # 65357		04/29/2025	04/29/2025	05/09/2025	05/09/2025	23,250.00
		retainage	Acco	ount 54510 - 0	ther Capital O	Jutlavs Totals	Invo	oice Transactions 1	\$23,250.00
					FIR1 - Fire Sta		Invo	oice Transactions 1	\$23,250.00
				Department 06			Invo	oice Transactions 1	\$23,250.00
				667 - Econ De			Invo	oice Transactions 1	\$23,250.00
Fund 6604 - Sanitation Department 16 - Sanitation Program 160000 - Main Account 52420 - Other	Supplies								
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QGQ-MFY9- 9JK9	16-Tablet Mounts for Routeware Replacement	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025	05/09/2025	88.00



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 52420 - Other Sup										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19C4-T4T7- CQMD	16-Charging Cables for Sanitation Ipads	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	22.60
409 - Black Lumber Co. INC	600275	16-Mailbox to replace for customer at 2010 W Ross Ln	Paid by EFT # 65319		04/29/2025	04/29/2025	05/09/2025		05/09/2025	30.55
				Account 524	20 - Other Su	pplies Totals	Invo	pice Transactions	5 3	\$141.15
Account 53150 - Communi										
5465 - Emergency Radio Service LLC (ERS- OCI Wireless)	510703	16-radio installs for trucks 969, 967,970,966,968	Paid by EFT # 65359		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,648.90
			Account 5	3150 - Comm	unications Co	ntract Totals	Invo	pice Transactions	5 1	\$1,648.90
Account 53920 - Laundry a	nd Other Sanita	ation Services								
19171 - Vestis Group, INC (FKA Aramark)	4080178484	16-uniform rental (minus payroll ded)- 4/16/25	Paid by EFT # 65482		04/29/2025	04/29/2025	05/09/2025		05/09/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080178485	16-mat/towel services- 4/16/25	Paid by EFT # 65482		04/29/2025	04/29/2025	05/09/2025		05/09/2025	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080179497	16-uniform rental (minus payroll ded)- 4/23/25	Paid by EFT # 65482		04/29/2025	04/29/2025	05/09/2025		05/09/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080179498	16-mat/towel services- 4/23/25	Paid by EFT # 65482		04/29/2025	04/29/2025	05/09/2025		05/09/2025	29.68
		Account	53920 - Laune	dry and Other	Sanitation Se	rvices Totals	Invo	pice Transactions	5 4	\$72.32
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140- 000024171	16-trash disposal fees- 4/01-4/15/25	Paid by EFT # 65382		04/29/2025	04/29/2025	05/09/2025		05/09/2025	15,431.55
52226 - Hoosier Transfer Station-3140	3140- 000024176	16-recycle disposal fee- 4/01-4/15/25	Paid by EFT # 65382		04/29/2025	04/29/2025	05/09/2025		05/09/2025	947.70
				Acco	unt 53950 - La	andfill Totals	Invo	pice Transactions	5 2	\$16,379.25
Account 53990 - Other Ser										
51538 - Economy Termite & Pest Control, INC	66250	16-bi-monthly pest control 04/14/25	Paid by EFT # 65356		04/29/2025	04/29/2025	05/09/2025		05/09/2025	125.00
			Account 53	990 - Other Se		-	Invo	pice Transactions	5 1	\$125.00
					gram 160000 -			pice Transactions		\$18,366.62
					nent 16 - Sani			pice Transactions		\$18,366.62
				Fur	d 6604 - Sani	tation Totals	Invo	pice Transactions	5 11	\$18,366.62



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7008 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main	loves Cantribud	tione Health Cavings A								
Account 47090.1283 - Emp	-	-			05/01/2025	05/01/2025	05/01/2025		05/01/2025	21 662 04
9375 - WEX Health INC (Chard, Snyder & Associates)	050225Payroll	12-HSA Employee Contributions 5-02-25	Paid by EFT # 65498		05/01/2025	05/01/2025	05/01/2025		05/01/2025	31,663.84
Associates		Account 47090.1283 - E		ributions Heal	th Savings Ac	count Totals	Invo	oice Transactions	: 1	\$31,663.84
Account 53990.1271 - Othe			. ,				2		-	402/000101
9375 - WEX Health INC (Chard, Snyder &	042525daily	12-City URM	Paid by EFT #		04/28/2025	04/28/2025	04/28/2025		04/28/2025	110.63
Associates)	,	,	65289							
9375 - WEX Health INC (Chard, Snyder &	042625daily	12-City URM	Paid by EFT #		04/28/2025	04/28/2025	04/28/2025		04/28/2025	170.00
Associates)	040705 1 1		65290		04/20/2025	04/20/2025	04/20/2025		04/20/2025	420.70
9375 - WEX Health INC (Chard, Snyder &	042725daily	12-City URM	Paid by EFT # 65291		04/28/2025	04/28/2025	04/28/2025		04/28/2025	429.79
Associates) 9375 - WEX Health INC (Chard, Snyder &	042825daily	12-City URM	Paid by EFT #		04/29/2025	04/29/2025	04/29/2025		04/29/2025	33.88
Associates)	0 120200011		65293		0 1/20/2020	0 1/20/2020	01/23/2023		0 1/23/2023	55100
9375 - WÉX Health INC (Chard, Snyder &	042925daily	12-City URM	Paid by EFT #		04/30/2025	04/30/2025	04/30/2025		04/30/2025	31.72
Associates)			65496							
9375 - WEX Health INC (Chard, Snyder &	043025daily	12-City/Util URM	Paid by EFT #		05/01/2025	05/01/2025	05/01/2025		05/01/2025	24.99
Associates)	1.000	unt 52000 1271 Othe	65497	Charges Secti	on 125 UDM	City Totala	Teur	oice Transactions		\$801.01
Account 53990.1272 - Othe		unt 53990.1271 - Othe		charges Secu	ION 125 - URM	I- CILY TOLAIS	THVC		0	\$001.01
9375 - WEX Health INC (Chard, Snyder &	042925checkre		Paid by EFT #		04/29/2025	04/29/2025	04/29/2025		04/29/2025	100.00
Associates)	g		65292		04/29/2025	07/29/2025	04/29/2025		07/29/2025	100.00
,		ount 53990.1272 - Othe		l Charges Sect	ion 125 - DDC	- City Totals	Invo	oice Transactions	1	\$100.00
Account 53990.1281 - Othe				-		-				
9375 - WEX Health INC (Chard, Snyder &	043025daily	12-City/Util URM	Paid by EFT #		05/01/2025	05/01/2025	05/01/2025		05/01/2025	25.00
Associates)			65497							
	Acco	ount 53990.1281 - Othe	er Services and	-				pice Transactions		\$25.00
					gram 120000 ·			pice Transactions	-	\$32,589.85
				Department 12				pice Transactions		\$32,589.85
			Fund	7008 - Insurai	nce Voluntary	Trust lotals	Invo	pice Transactions	9	\$32,589.85
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main	d Motor Cuppli									
Account 52230 - Garage an 50605 - Bauer Built, INC	360152661	17 - Tires for stock -	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	4,501.16
50005 - Bauer Built, INC	500152001	4/9/2025	65316		04/29/2025	04/29/2025	05/09/2025		05/09/2025	4,501.10
4693 - Monroe County Tire & Supply, INC	077024	17 - LT245/75R17	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	346.50
,,		goodyear wrangler tires	s 65421 [°]							
		for 690								
4693 - Monroe County Tire & Supply, INC	077254	17 - P255/70R17	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	205.25
		Yokohama tire for 583	65421	220 - Caraca	and Motor C.	nnline Totale	Terrer	oice Transactions		\$5,052.91
			ACCOUNT 32	230 - Garage		hhies inruge	THAC			\$5,052.91



Vendor Fund 7702 - Fleet Maintenance	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment	Date Invoice Amount
							-, = = = = =		and interventer anount
Department 17 - Fleet Maintenance Program 170000 - Main									
Account 52240 - Fuel and	Oil								
7854 - Premier AG CO-OP, INC (Premier	23483	17-fuel-87 Regular	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/202	25 23,589.82
Energy)		(8,066 gallons)-	65441		, ,	, ,	,,		
		4/10/25-Henderson St					_		
Assessed E2220 Materia Vi	hisle Develu			Account 5	2240 - Fuel a	nd Oil Totals	Invo	ice Transactions 1	\$23,589.82
Account 52320 - Motor Ve	-	17 Engine value enver	Daid by FFT #		04/20/2025	04/20/2025	05/00/2025	05 (00 /20)	1 2 7 7
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11TD-PWF4- YTL9	17 - Engine valve cover for 133	65304		04/29/2025	04/29/2025	05/09/2025	05/09/202	127.77
244 - Bloomington Ford, INC	5086332	17 - Cover and contact			04/29/2025	04/29/2025	05/09/2025	05/09/202	25 32.25
-		plate assembly for 878							
244 - Bloomington Ford, INC	5086232	17-Ford manifold stud			04/29/2025	04/29/2025	05/09/2025	05/09/202	49.20
		& manifold w/converter nut for 637	05323						
244 - Bloomington Ford, INC	5086249	17 - tpms sensor kit for	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/202	.5 62.72
		1703	65323						
244 - Bloomington Ford, INC	5086229	17 - weather-strip for	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/202	25 70.97
		passenger side rear door on 324	65323						
244 - Bloomington Ford, INC	5086231	17 - weather-strip for	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/202	25 71.06
		passenger side rear	65323						
244 - Bloomington Ford, INC	E096241	door on 324	Daid by EET #		04/20/2025	04/20/2025	05/09/2025	05/09/202	25 72.75
244 - Bloomington Ford, INC	5086341	17 - Indicator Assembly for 819	65323		04/29/2025	04/29/2025	05/09/2025	05/09/20/	.5 /2./5
244 - Bloomington Ford, INC	5086299	17 - selector level	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/202	25 76.63
		control cable assembly	65323						
244 - Bloomington Ford, INC	5086263	for 819 17 - lower and upper	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/202	25 84.72
244 - Bloomington Ford, INC	5060205	hose for windshield	65323		04/29/2025	04/29/2025	03/09/2023	05/09/20/	.5 04.72
		washer for 259							
244 - Bloomington Ford, INC	5086241	17 - valve seal for 637	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/202	100.00
244 - Bloomington Ford, INC	5086297	17 - fuel feed tube for	65323 Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/202	170.75
244 - Bioomington Ford, INC	5080297	637	65323		07/29/2025	07/29/2025	03/09/2023	05/09/20/	1/0./5
244 - Bloomington Ford, INC	5086240		Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/202	189.55
		motor assembly for	65323						
5792 - Clark Truck Equipment Co., INC	S1576	P128 17 - #4241 pintle chain	Daid by EET #		04/29/2025	04/29/2025	05/09/2025	05/09/202	25 3,524.00
5792 - Clark Track Equipment Co., INC	51570		65340		04/29/2025	04/29/2025	05/09/2025	05/09/20/	5 5,524.00
594 - Curry Auto Center, INC	5119678	17 - SL N Gasket for	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025	05/09/202	.65
		201	65348						
4387 - Force America Distributing, LLC	IN001-2057834	17 - Front Drive Shaft Kit for 779	Paid by EFT # 65365		04/29/2025	04/29/2025	05/09/2025	05/09/202	25 267.71
			60660						



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Duo Data	G/L Date	Received Date	Daymont Date	Invoice Amount
Fund 7702 - Fleet Maintenance	THVOICE NO.		Status	Helu Reason	Invoice Date	Due Dale	G/L Date	Received Date	Fayment Date	Invoice Amount
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Veh	icle Repair									
796 - Interstate Battery System of	200003833	17 - (3) 31MHD, (2)	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	789.32
Bloomington, INC		31P-MHD, MT-59 & MTP-48/H6 batteries	65392							
5168 - Jasper Engine Exchange, INC	14397511	17 - #637 turbo	Paid by EFT # 65396		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,525.00
2974 - MacAllister Machinery Co, INC	P9783169	17 - Fuel filter assembly for 4021	Paid by EFT # 65408		04/29/2025	04/29/2025	05/09/2025		05/09/2025	29.75
2974 - MacAllister Machinery Co, INC	P9802174	17 - A/C Filter for 4021	Paid by EFT # 65408		04/29/2025	04/29/2025	05/09/2025		05/09/2025	70.26
2974 - MacAllister Machinery Co, INC	P9781989	17 - OII filter cartridge & oil, cartridge filter for 4021	Paid by EFT # 65408		04/29/2025	04/29/2025	05/09/2025		05/09/2025	88.37
2974 - MacAllister Machinery Co, INC	P9778069	17 - outer air clean 1st & 2nd element, (2) Cabin air filter	Paid by EFT # 65408		04/29/2025	04/29/2025	05/09/2025		05/09/2025	143.38
2974 - MacAllister Machinery Co, INC	P9778058	17-fuel pressure sensor & o-ring seal for 779	Paid by EFT # 65408		04/29/2025	04/29/2025	05/09/2025		05/09/2025	238.74
53385 - O'Reilly Automotive Stores, INC	1903-108070	17 - HD air filter for 4021	Paid by Check # 80069		04/29/2025	04/29/2025	05/09/2025		05/09/2025	22.79
53385 - O'Reilly Automotive Stores, INC	1903-108406	17 - O-ring kit for 201	Paid by Check # 80069		04/29/2025	04/29/2025	05/09/2025		05/09/2025	24.82
53385 - O'Reilly Automotive Stores, INC	1903-109568	17 - roof lamp for 820	Paid by Check # 80069		04/29/2025	04/29/2025	05/09/2025		05/09/2025	26.04
53385 - O'Reilly Automotive Stores, INC	1903-109689	17 - fuel filter for 533	Paid by Check # 80069		04/29/2025	04/29/2025	05/09/2025		05/09/2025	35.03
53385 - O'Reilly Automotive Stores, INC	1903-109627	17 - TPMS Service Kit for inventory	Paid by Check # 80069		04/29/2025	04/29/2025	05/09/2025		05/09/2025	37.88
53385 - O'Reilly Automotive Stores, INC	1903-108360	17 - Valve cover set for 201	Paid by Check # 80069		04/29/2025	04/29/2025	05/09/2025		05/09/2025	46.42
53385 - O'Reilly Automotive Stores, INC	1903-108144	17 - new CV Shift for 133	Paid by Check # 80069		04/29/2025	04/29/2025	05/09/2025		05/09/2025	129.81
53385 - O'Reilly Automotive Stores, INC	1903-108297	17 - Megacrimp & wheel weight for inventorary	Paid by Check # 80069		04/29/2025	04/29/2025	05/09/2025		05/09/2025	131.73
53385 - O'Reilly Automotive Stores, INC	1903-108359	17 - Transfer Cable for 865	Paid by Check # 80069		04/29/2025	04/29/2025	05/09/2025		05/09/2025	143.53
6095 - Old Dominion Brush Company, INC	9412467	17 - stock dirt shoe assy	Paid by EFT # 65431		04/29/2025	04/29/2025	05/09/2025		05/09/2025	641.85
54351 - Sternberg, INC	66757	17 - #627 parts and labor for pm service and steering issues	Paid by EFT # 65461		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,397.74



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 7702 - Fleet Maintenance									
Department 17 - Fleet Maintenance									
Program 170000 - Main									
Account 52320 - Motor Veh		47 N.			04/20/2025	04/20/2025	05/00/2025	05 (00 (2025	cco co
54351 - Sternberg, INC	987518	17 - Nitrogen sensor for 384	Paid by EFT # 65461		04/29/2025	04/29/2025	05/09/2025	05/09/2025	669.68
622 - Truck Country of Indiana, INC (Stoops Freightliner	X301946707:01	17 - temperature & nitrogen oxide sensors, aftertreat inj. kit	Paid by EFT # 65478		04/29/2025	04/29/2025	05/09/2025	05/09/2025	1,971.40
622 - Truck Country of Indiana, INC (Stoops Freightliner	X301946403:01	17 - ignition switch assembly for 779	Paid by EFT # 65478		04/29/2025	04/29/2025	05/09/2025	05/09/2025	121.62
2096 - West Side Tractor Sales CO.	B58256		Paid by EFT # 65488		04/29/2025	04/29/2025	05/09/2025	05/09/2025	638.92
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV7310	17 - credit for returned Tire Press IND Sensor Assembly for 575	Paid by EFT # 65494		04/29/2025	04/29/2025	05/09/2025	05/09/2025	(187.80)
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV7326	17 - credit for returned control	Paid by EFT # 65494		04/29/2025	04/29/2025	05/09/2025	05/09/2025	(85.26)
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV7030	17 - credit for returned valve cover gasket for 201			04/29/2025	04/29/2025	05/09/2025	05/09/2025	(46.25)
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV7066	17 - credit for returned (2) CM/SHF CVR gaskets for 201	Paid by EFT # 65494		04/29/2025	04/29/2025	05/09/2025	05/09/2025	(25.99)
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV7017	17 - credit for returned Radiator hose for 201	Paid by EFT # 65494		04/29/2025	04/29/2025	05/09/2025	05/09/2025	(24.90)
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV6910	17 - (2) control arms for 133, (2) frt absorber Asm & shocks-580	Paid by EFT # 65494		04/29/2025	04/29/2025	05/09/2025	05/09/2025	638.46
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV7311	17 - Fan & Motor Assembly for 706	Paid by EFT # 65494		04/29/2025	04/29/2025	05/09/2025	05/09/2025	350.81
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV7044	17 - Tire press sensor assembly for 575 (4)	Paid by EFT # 65494		04/29/2025	04/29/2025	05/09/2025	05/09/2025	263.04
8183 - XL Parts LLĆ (XL Parts/Dealer Service Warehouse)	0603NV7747	17 -#532 Oil pan	Paid by EFT # 65494		04/29/2025	04/29/2025	05/09/2025	05/09/2025	252.38
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV6978	17 - (4) Tire press Ind sensor assembly for 575	Paid by EFT # 65494		04/29/2025	04/29/2025	05/09/2025	05/09/2025	187.80
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV6979	17 - Vac pump assembly for 575	Paid by EFT # 65494		04/29/2025	04/29/2025	05/09/2025	05/09/2025	177.15



Vendor Fund 7702 - Fleet Maintenance	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vel	hicle Repair									
8183 - XL Parts LLC (XL Parts/Dealer	0603NV6949	17 -#201 Trans fluid	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	157.18
Service Warehouse)		seal & vac pump seal,	65494		- , -,	-,-,	,,		,,	
·		vac pump asm, gasket								
8183 - XL Parts LLC (XL Parts/Dealer	0603NV6950	17 - Vac pump seal &	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	125.61
Service Warehouse)		water outlet assembly	65494							
9192 VI Parta II C (VI Parta/Doalor		for 201 17 - 12 oil filters for	Daid by EET #		04/20/2025	04/20/2025	05/00/2025		05/00/2025	97.44
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV7596	stock	Paid by EFT # 65494		04/29/2025	04/29/2025	05/09/2025		05/09/2025	97.44
8183 - XL Parts LLC (XL Parts/Dealer	0603NV7343	17 - Control arm w/ball			04/29/2025	04/29/2025	05/09/2025		05/09/2025	76.06
Service Warehouse)	0000117/010	joint for P128	65494		01/20/2020	0 1/25/2025	00,00,2020		00,00,2020	, 0100
8183 - XL Parts LLC (XL Parts/Dealer	0603NV7338	17 - TPMS sensor kit	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	60.46
Service Warehouse)		for D115	65494							
8183 - XL Parts LLC (XL Parts/Dealer	0603NV7304	17 - clock spring for	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	53.97
Service Warehouse)	000000 (701 4	878	65494		04/20/2025	04/20/2025	05/00/2025		05/00/2025	12.62
8183 - XL Parts LLC (XL Parts/Dealer	0603NV7314	17 - resistor Assembly for 706	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	43.62
Service Warehouse) 8183 - XL Parts LLC (XL Parts/Dealer	0603NV7692	17 - Seal for 495	65494 Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	30.82
Service Warehouse)	00051107052		65494		07/29/2025	07/23/2023	03/03/2023		03/03/2023	50.02
8183 - XL Parts LLC (XL Parts/Dealer	0603NV7006	17 - (2) gaskets for	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	25.99
Service Warehouse)		201	65494							
8183 - XL Parts LLC (XL Parts/Dealer	0603NV6837	17 - trans fluid clr seal	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	5.02
Service Warehouse)		for 252	65494							
5639 - Yale Industrial Trucks-Tynan, INC	PSO013198-	17 - #797 filters and oil			04/29/2025	04/29/2025	05/09/2025		05/09/2025	353.67
			65495	ount 52320 - M	lotor Vohicle I	Popair Totals	Inv	pice Transactions	50	\$16,362.09
Account 52420 - Other Sur	nlies		ACCI	Junt 32320 - M	otor venicie i		THA		55	\$10,502.09
177 - Indiana Oxygen Company, INC	10617611	17 - torch cylinders -	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	324.82
177 - Indiana Oxygen Company, INC	1001/011	4/9/2025	65387		07/29/2025	04/23/2023	03/03/2023		03/03/2023	527.02
8181 - Lawson Products, INC	9312385488	17-3/8x1/4 push	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	108.81
· · · · · · · · · · · · · · · · · · ·		connect brass 90"	65404		- , -,	-,-,	,,		,,	
		elbow for shop								
6216 - Terminal Supply, INC	16607-00	17 - cryo- tech drill bit	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	377.97
		jobs & vortex pointed	65469							
COLC. Tamping County INC	10024 00	drill - 3/24/25			04/20/2025	04/20/2025	05/00/2025		05/00/2025	154.00
6216 - Terminal Supply, INC	18824-00	17 - drill bit jobs and aluminum oxide -	Paid by EFT # 65469		04/29/2025	04/29/2025	05/09/2025		05/09/2025	154.00
		4/1/2025	05409							
		1/ 1/2023		Account 524	20 - Other Su	pplies Totals	Invo	pice Transactions	4	\$965.60
Account 53140 - Extermina	ator Services						1110			+200100
51538 - Economy Termite & Pest Control,		17-monthly pest	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	95.00
INC		control-4/15/25	65356		,,	,,			,,	22100
			Αссοι	unt 53140 - Ex	terminator Se	rvices Totals	Invo	oice Transactions	1	\$95.00



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53610 - Building R	epairs									
1537 - Indiana Door & Hardware	14022AA	17 - door closure	Paid by Check		04/29/2025	04/29/2025	05/09/2025		05/09/2025	560.00
Specialties, INC	1102201	repair-new LCN closer	# 80065		0 1, 20, 2020	01/23/2023	00,00,2020		00,00,2020	500100
Specialities, The				Account 5361	0 - Building R	epairs Totals	Invo	ice Transactions	1	\$560.00
Account 53620 - Motor Rep	airs				j				_	+
244 - Bloomington Ford, INC	6238575	17 - #1721 diagnostics	Paid by FFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	175.00
	0230373	for check engine light	65323		07/23/2023	07/29/2025	05/05/2025		03/03/2023	175.00
4474 - Ken's Westside Service & Towing,	25-0411-	17-tire service-P136-	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	75.00
LLC	102801	4/11/25	65397		07/23/2023	07/29/2025	05/05/2025		03/03/2023	75.00
4474 - Ken's Westside Service & Towing,	25-0412-	17-tire repair-P136-	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	75.00
LLC	102826	4/12/25	65397		07/23/2023	07/29/2025	05/05/2025		03/03/2023	75.00
4474 - Ken's Westside Service & Towing,	25-0410-	17 - Tire service-P136-	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	75.00
LLC	102767	replace w/spare-	65397		0 1/25/2025	01/25/2025	05/05/2025		05/05/2025	75.00
	102/0/	4/10/25	00007							
4474 - Ken's Westside Service & Towing,	25-0415-	17-towing Unit #706-	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	95.00
LLC	102884	4/15/25	65397		0 1, 20, 2020	01/23/2023	00,00,2020		00,00,2020	55100
4474 - Ken's Westside Service & Towing,	25-0414-	17-towing Unit #839-	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	150.00
LLC	102856	4/14/25	65397		- , _ , ,	- ,,	,,		,,	
4474 - Ken's Westside Service & Towing,	25-0416-	17-towing Unit #938-	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	325.00
LLC	102910	4/16/25	65397		- , -,	-,-,	,,		,,	
4693 - Monroe County Tire & Supply, INC	077148	17 - #602 tire repair	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	2,462.25
, , , , , , , , , , , , , , , , , , , ,		labor and parts	65421							,
4693 - Monroe County Tire & Supply, INC	077052	17 - #4081 tire repair	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	666.62
		labor and parts	65421							
54351 - Sternberg, INC	66757	17 - #627 parts and	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	2,180.35
		labor for pm service	65461							
		and steering issues								
54351 - Sternberg, INC	66911	17 - exhaust gas	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	270.00
		recirculation valve for	65461							
		600								
6476 - Samuel D Wray (Wray Automotive)	13621	17 - #12 alignment for	,		04/29/2025	04/29/2025	05/09/2025		05/09/2025	140.00
		580	65493							
6476 - Samuel D Wray (Wray Automotive)	13580	17 - #2 alignment for	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	140.00
		P125	65493							
				Account 530	520 - Motor R	epairs Totals	Invo	ice Transactions	13	\$6,829.22
Account 53640 - Hardware	and Software									
2974 - MacAllister Machinery Co, INC	P9800736	17-CAT ET license-	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,000.00
		expires 5/30/26	65408							
		Accour	nt 53640 - Harc	lware and Sof	tware Mainte	nance Totals	Invo	ice Transactions	1	\$1,000.00



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53920 - Laundry a										
19171 - Vestis Group, INC (FKA Aramark)	4080178480	17 - mat rentals and shop towels- 4/16/2025	Paid by EFT # 65482		04/29/2025	04/29/2025	05/09/2025		05/09/2025	93.34
19171 - Vestis Group, INC (FKA Aramark)	4080177435	17 - mat rentals and shop towels- 4/9/2025	Paid by EFT # 65482		04/29/2025	04/29/2025	05/09/2025		05/09/2025	93.34
19171 - Vestis Group, INC (FKA Aramark)	4080178479	17-uniform rental (minus payroll ded)- 4/16/25	Paid by EFT # 65482		04/29/2025	04/29/2025	05/09/2025		05/09/2025	24.83
19171 - Vestis Group, INC (FKA Aramark)	4080177434	17-uniform rental (minus payroll ded)- 4/9/25	Paid by EFT # 65482		04/29/2025	04/29/2025	05/09/2025		05/09/2025	24.83
19171 - Vestis Group, INC (FKA Aramark)	4080174336A	17-Short paid uniform rental INV #4080174336-new tech -3/19	Paid by EFT # 65482		04/29/2025	04/29/2025	05/09/2025		05/09/2025	4.12
			53920 - Laun	dry and Other	Sanitation Se	rvices Totals	Invo	ice Transactions	5	\$240.46
Account 53990 - Other Ser		<i>,</i>								
204 - State Of Indiana	000387139	17 - underground storage (UST) fees	Paid by Check # 80070		04/29/2025	04/29/2025	05/09/2025		05/09/2025	540.00
			Account 53	990 - Other Se		-		ice Transactions	-	\$540.00
			_		gram 170000 ·			ice Transactions		\$55,235.10
			Ľ	Department 17 -	 Fleet Mainte Fleet Mainte 			ice Transactions ice Transactions		\$55,235.10 \$55,235.10
Fund 7704 - Self-Insurance Department 10 - Legal Program 100000 - Main Account 52430 - Uniforms	and Tools			runa 7702 -	· rieet Mainte		IIIVC		03	\$33,233.10
8613 - Crane's Leather & Shoe Shop, INC	8189	10- Safety Shoes - T. Cappy 11M-1/20/25	Paid by EFT # 65346		04/29/2025	04/29/2025	05/09/2025		05/09/2025	97.50
8613 - Crane's Leather & Shoe Shop, INC	8261	10-Safety Shoes - L. Maddy 7.5W-3/19/25	Paid by EFT # 65346		04/29/2025	04/29/2025	05/09/2025		05/09/2025	123.75
8613 - Crane's Leather & Shoe Shop, INC	8262	10- Safety Shoes - S. Marshall 7M-3/19/25	Paid by EFT # 65346		04/29/2025	04/29/2025	05/09/2025		05/09/2025	112.50
8613 - Crane's Leather & Shoe Shop, INC	8263	10-Safety Shoes - W. Cummings 8M-3/19/25	Paid by EFT #		04/29/2025	04/29/2025	05/09/2025		05/09/2025	125.00



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Fund 7704 - Self-Insurance										
Department 10 - Legal										
Program 100000 - Main										
Account 52430 - Uniforms a	and Tools									
8613 - Crane's Leather & Shoe Shop, INC	8264	10-Safety Shoes - A. Victoriano 8.5M- 3/19/25	Paid by EFT # 65346		04/29/2025	04/29/2025	05/09/2025		05/09/2025	116.25
			Ac	count 52430 -	Uniforms and	Tools Totals	Invo	ice Transactions	5	\$575.00
Account 53130 - Medical										
9745 - Ryan Moore	PHYS CDL-2025	10-reimburse CDL physical-3/20/25	Paid by EFT # 65422		04/29/2025	04/29/2025	05/09/2025		05/09/2025	110.00
5992 - Danny L Wall	PHYS CDL-2025	10-reimburse CDL physical-2/12/25	Paid by EFT # 65483		04/29/2025	04/29/2025	05/09/2025		05/09/2025	110.00
				Acco	unt 53130 - M	edical Totals	Invo	ice Transactions	2	\$220.00
				Pro	gram 100000 -	• Main Totals	Invo	ice Transactions	7	\$795.00
				D	epartment 10 -	Legal Totals	Invo	ice Transactions	7	\$795.00
				Fund 77	04 - Self-Insu	rance Totals	Invo	ice Transactions	7	\$795.00
						Grand Totals	Invo	ice Transactions	340	\$660,065.38

REGISTER OF CLAIMS Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
05/09/25	Claims				\$660,065.38
			OF CLAIMS	I	\$660,065.38
We have examined the claims I claims, and except for the claim total amount of			-	ne	
Dated this 6th day of May	year of 2025.				
Kyla Cox Deckard, President		Elizabeth Karor	n, Vice President	James Roach,	Secretary
I herby certify that each of the a accordance with IC 5-11-10-1.6		(s) is (are) true and c	correct and I have audited	same in	
		Fiscal Office			