

Board of Public Works Meeting

June 18, 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: Mother Hubbard's Garden Gala
Petitioner/Representative: Megan Betz
Staff Representative: Miranda Beaver
Date of Event: August 8, 2025
Date of Board Meeting: June 18, 2025

Report: This is a noise permit to use amplified sound for a live band at 1100 W. Allen Street for a Garden Gala. The music will spill into the public right of way on Friday August 29, 2025 from 6:30pm to 9:00pm. This is a fundraising event for Mother Hubbard's Cupboard Food Pantry. Staff asks that the Board approve this permit.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Garden Gala		
Location of Event:	1100 W. Allen St.		
Date of Event:	8/29/25	Time of Event:	Start: 6:30 pm
Calendar Day of Week:	Fri.		End: 9 pm
Description of Event:	fundraiser w/ food, raffle, & live music		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: Mother Hubbard's Cupboard	

Applicant Information

Name:	Megan Betz		
Organization:	Mother Hubbard's Cupboard	Title:	CEO
Physical Address:	1100 W. Allen St.		
Email Address:	cev@mhcfoodpantry.org	Phone Number:	812-339-5887
Signature:		Date:	6/2/25

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

Date

James Roach, Secretary



Board of Public Works Staff Report

Project/Event: Donation of Surplus Items by the City of Bloomington Public Works Department
Staff Representative: Cassie Werne, Special Projects and Operations Manager
Date of Board Meeting: June 18, 2025

Report:

The City of Bloomington Public Works Department has the following surplus items to donate to Centerstone of Indiana, Inc – a non-profit health system providing mental health treatment in Indiana.

1 2010 Ford Ranger = \$4,000
5 trash pickers - 5 x \$10 = \$50
5 snow shovels - 5 x \$10 = \$50
5 shovels - 5 x \$10 = \$50
5 hard rakes - 5 x \$10 = \$50
5 ice scrapers - 5 x \$10 = \$50
5 rakes - 5 x \$10 = \$50
2 stop & go hand signs - 2 x \$10 = \$20
2 men at work signs & stands - 2 x \$50 = \$100
2 leave blowers - 2 x \$25 = \$50
1 weed eater and hedge trimmer attachment = \$50
TOTAL: \$4,520

Centerstone is a valued partner for our Brighten Bloomington Program. Brighten Bloomington is a supported employment program designed to provide a low-to no-barrier work experience for people throughout the City who are experiencing homelessness, mental health, and substance use concerns while also providing and connecting participants to supportive services. Brighten Bloomington crews are supervised by Centerstone staff and provide critical maintenance and upkeep throughout public rights-of-way and Parks.

Recommendation and Supporting Justification:

Under Indiana Code § 5-22-22-1(c)(7), the City of Bloomington Board of Public Works may determine property to be surplus property and may sell the property to an Indiana nonprofit that is exempt from income tax under Section 501 of the Internal Revenue Code without going through the auction process. Legal received guidance from the Public Access Coordinator stating that no amount or value requirement is indicated in the code and, as such, the items may be sold to the nonprofit entity for \$1.00.

Centerstone of Indiana provided the attached tax exempt certificate.

RESOLUTION 2025-043
TO DESIGNATE SURPLUS PROPERTY FOR TRANSFER

WHEREAS, the City of Bloomington, Department of Public Works, is in possession of a vehicle and equipment that the Department no longer needs; and

WHEREAS, Indiana Code § 5-22-22-1(c)(7) permits the City of Bloomington Board of Public Works to declare the property surplus for purposes of disposal and to sell the surplus property to an Indiana Nonprofit organized for a charitable purpose that is exempt from federal income tax under section 501 of the Internal Revenue Code; and

WHEREAS, the Department of Public Works wishes to sell the surplus property for one dollar (\$1.00) to Centerstone of Indiana, an Indiana Nonprofit that is exempt from federal income tax under Section 501 of the Internal Revenue Code; and

NOW, THEREFORE, be it hereby resolved by the City of Bloomington Board of Public Works that:

1. The above recitals are incorporated into this Resolution by reference.
2. The City of Bloomington property described in Exhibit A is hereby declared surplus.
3. The Department of Public Works shall sell the items listed in Exhibit A to Centerstone of Indiana for one dollar (\$1.00).

SO PASSED AND ADOPTED this 18th day of June 2025, by the City of Bloomington, Board of Public Works

Kyla Cox-Deckard, President

Form ST-105State Form 49065
(R5 / 6-17)Indiana Department of Revenue
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. **This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft.** Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue. A valid certificate also serves as an exemption certificate for (1) county innkeeper's tax and (2) local food and beverage tax.

Section 1 (print only)Name of Purchaser: Centerstone of Indiana IncBusiness Address: PO Box 487 City: Richmond State: IN ZIP Code: 47374

Purchaser must provide minimum of one ID number below.*

Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate.

TID Number (10 digits): 0001973630 - LOC Number (3 digits): 000

If not registered with the Indiana DOR, provide your State Tax ID Number from another State

***See instructions on the reverse side if you do not have either number.**

State ID Number: _____ State of Issue: _____

Section 2Is this a ☒ blanket purchase exemption request or a ☐ single purchase exemption request? (check one)

Description of items to be purchased: _____

Section 3

Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)

- ☐ Sales to a retailer, wholesaler, or manufacturer for **resale** only.
- ☐ Sale of manufacturing machinery, tools, and equipment to be used directly in direct **production**.
- ☒ Sales to **nonprofit organizations** claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)
- ☐ Sales of tangible personal property predominately used (greater than 50 percent) in providing **public transportation** - provide USDOT Number. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a **school bus operator**, must provide their SSN or FID Number in lieu of a State ID Number in Section 1.
- USDOT Number: _____
- ☐ Sales to persons, occupationally engaged as farmers, to be used directly in production of **agricultural** products for sale.
Note: A farmer not possessing a State Business License Number may enter a FID Number or a SSN in lieu of a State ID Number in Section 1.
- ☐ Sales to a **contractor** for exempt projects (such as public schools, government, or nonprofits).
- ☐ Sales to **Indiana Governmental Units** (agencies, cities, towns, municipalities, public schools, and state universities).
- ☐ Sales to the **United States Federal Government** - show agency name. _____
Note: A U.S. Government agency should enter its Federal Identification Number (FID) in Section 1 in lieu of a State ID Number.
- ☐ Other - explain. _____

Section 4

I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.

I confirm my understanding that misuse, (*either negligent or intentional*), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.

Signature of Purchaser: _____ Date: _____

Printed Name: _____ Title: _____

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.
Seller must keep this certificate on file to support exempt sales.

Instructions for Completing Form ST-105

All four sections of the ST-105 must be completed or the exemption is not valid and the seller is responsible for the collection of the Indiana sales tax.

Section 1

- A) This section requires an identification number.** In most cases this number will be an Indiana Department of Revenue issued Taxpayer Identification Number (TID - see note below) used for Indiana sales and/or withholding tax reporting. If the purchaser is from another state and does not possess an Indiana TID Number, a resident state's business license, or State issued ID Number must be provided.
- B) Exceptions -** For a purchaser not possessing either an Indiana TID Number or another State ID Number, the following may be used in lieu of this requirement.
- Federal Government** – place your FID Number in the State ID Number space.
- Farmer** – place your SSN or FID Number in the State ID Number space.
- Public transportation haulers** operating under another motor carrier authority, or with a contract as a school bus operator, must indicate their SSN or FID Number in the State ID Number space.
- Nonprofit Organization** – must show its FID Number in the State ID Number space.

Section 2

- A) Check a box to indicate if this is a single purchase or blanket exemption.
- B) Describe product being purchased.

Section 3

- A) Purchaser must check the reason for exemption.
- B) Purchaser must be able to provide additional information if requested.

Section 4

- A) Purchaser must sign and date the form.
- B) Printed name and title of signer must be shown.

Note: The Indiana Taxpayer Identification Number (TID) is a ten digit number followed by a three digit LOC Number. The TID is also known as the following:

- a) Registered Retail Merchant Certificate
- b) Tax Exempt Identification Number
- c) Sales Tax Identification Number
- d) Withholding Tax Identification Number

The Registered Retail Merchant Certificate issued by the Indiana Department of Revenue shows the TID (10 digits) and the LOC (3 digits) at the top right of the certificate.



Board of Public Works Staff Report

Project/Event: Disposal of Surplus Items by the City of Bloomington – Information & Technology Services

Staff Representative: Rick Dietz

Date: May 28, 2025

Report:

The Department of Information & Technology Services has a large stock of computer equipment and peripherals that are inoperable and/or recyclable.

The Department of Information & Technology Services staff believe that the expense of labor, equipment, and fuel required to organize and transport all of this equipment for a sale or transfer exceeds the value of the equipment. These items are identified in Exhibit A to Resolution 2025-044: Recycle Lot 71 beginning January 2025.

Recommendation and Supporting Justification:

Under Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works may determine these devices to be surplus property and may conduct a public or private sale or transfer the property without advertising, as there is more than one (1) item with an estimated value of less than five thousand dollars (\$5,000). Alternatively, under Indiana Code § 5-22-22-7, the City of Bloomington Board of Public Works may determine these devices to be surplus property and may sell the property at a public or private sale or transfer the property without advertising if the property may be recycled and has been collected in conjunction with a recycling program. Lastly, under Indiana Code § 5-22-22-8, the City of Bloomington Board of Public Works may determine that surplus property is worthless and may be demolished or junked, if the expense of labor, equipment, and fuel required to organize and transport all of this equipment for a sale or transfer, exceeds the value of the equipment.

In this instance, ITS Staff has determined that the devices listed on Exhibit A are surplus property with a value of less than \$5,000 and therefore recommends transferring the property to a local non-profit organization as authorized by Indiana Code § 5-22-22-7 and 8.

Recommend: ☐ Approval ✖ Denial **by:** Rick Dietz

**BOARD OF PUBLIC WORKS
RESOLUTION 2025-044**

**TO DISPOSE OF SURPLUS PERSONAL PROPERTY
OWNED BY THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington Information & Technology Services Department ("ITS") purchases and provides equipment for City Departments including, but not limited to, computers, computer hard drives, keyboards, monitors, and other computer accessories, which are used by a significant portion of City employees in order to assist the employees in their work on behalf of the City; and

WHEREAS, all of this equipment has limited life cycles; and

WHEREAS, as this equipment becomes inoperable and/or outdated it is returned to ITS by City Departments, and ITS provides those Departments with new replacement equipment; and

WHEREAS, ITS has a large stock of returned equipment which ITS wishes to dispose of as surplus personal property; and

WHEREAS, this equipment is identified in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Indiana Code § 5-22-22-7, if the property is material that may be recycled and has been collected in conjunction with a recycling program, the Board of Public Works may, without advertising, sell the property at a public or private sale or transfer the property; and

WHEREAS, pursuant to Indiana Code § 5-22-22-8, the Board of Public Works is also authorized to consider this equipment worthless, if the value of the equipment is less than the estimated cost of the sale and transportation of the equipment; and

WHEREAS, in considering the expense of labor, equipment and fuel required to organize and transport all of this equipment contained in Exhibit A for a sale or transfer, ITS believes that these costs exceed the value of the equipment; and

WHEREAS, ITS believes that the equipment should be transferred for destruction and/or recycling.

NOW, THEREFORE, be it hereby resolved by the Board of Public Works that:

1. The equipment contained in Exhibit A is hereby declared to be surplus personal property.
2. The costs of transporting this equipment and conducting a private sale exceed the value of the equipment.
3. The equipment contained in Exhibit A is therefore determined to be worthless and, pursuant to Indiana Code § 5-22-22-7 and 8, may be demolished, offered for recycling, donated or junked.

[Signatures are on the following page.]

**PASSED AND ADOPTED by the City of Bloomington Board of Public Works this 3rd day of
June, 2025.**

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President Date

Attest: _____
Rick Dietz, Director Date
Information & Technology Services

Elizabeth Karon, Vice President Date

James Roach, Secretary Date

EXHIBIT A
ITS Department/City of Bloomington
2025-044 Donation Lot 71

Asset Num	Name	Category	Pickup Organization	Removal Date
	TV Mount	Hardware	Technology Recyclers, LLC	5/28/25
	1 Monitor Stand	Hardware	Technology Recyclers, LLC	5/28/25
19083968	Precision 3560	Laptop	Technology Recyclers, LLC	5/28/25
N/A	Latitude 4500	Laptop	Technology Recyclers, LLC	5/28/25
N/A	Latitude E6510	Laptop	Technology Recyclers, LLC	5/28/25
N/A	Precision 3560	Laptop	Technology Recyclers, LLC	5/28/25
	3x Boxes Peripherals	Misc	Technology Recyclers, LLC	5/28/25
	3x Boxes Misc. Cables	Misc	Technology Recyclers, LLC	5/28/25
	Crate of Peripherals	Misc	Technology Recyclers, LLC	5/28/25
	21x Used Toner Cartridges	Misc	Technology Recyclers, LLC	5/28/25
	1x Box peripherals	Misc	Technology Recyclers, LLC	5/28/25
V505-G9	Television	Monitors/TV	Technology Recyclers, LLC	5/28/25
	6 Monitors	Monitors/TV	Technology Recyclers, LLC	5/28/25
100408	Monitor	Monitors/TV	Technology Recyclers, LLC	5/28/25
080153	Monitor	Monitors/TV	Technology Recyclers, LLC	5/28/25
233007B	Monitor	Monitors/TV	Technology Recyclers, LLC	5/28/25
000198	Monitor	Monitors/TV	Technology Recyclers, LLC	5/28/25
1525533c	Monitor	Monitors/TV	Technology Recyclers, LLC	5/28/25
100177	Monitor	Monitors/TV	Technology Recyclers, LLC	5/28/25
	Old Dillman Television	Monitors/TV	Technology Recyclers, LLC	5/28/25
	Desk Phone	Phones	Technology Recyclers, LLC	5/28/25
	2x Printers	Printers	Technology Recyclers, LLC	5/28/25
	4x UPS Boxes	UPS	Technology Recyclers, LLC	5/28/25
	7x ups units	UPS	Technology Recyclers, LLC	5/28/25
	280 Polycom Phones		Technology Recyclers, LLC	5/28/25
	2 Boxes of Old Batteries		Technology Recyclers, LLC	5/28/25



Board of Public Works Staff Report

Project/Event: 2025 4th Street Festival
Petitioner: Brenden King, Director 4th Street Festival
Staff Representative: Cassie Werne, Special Projects & Operations Manager
Date of Event: Saturday September 20, 2025
Date of Board Meeting: Wednesday, June 18, 2025

Report:

4th Street Festival is requesting the following closures from 8am Friday, August 29, 2025 to Sunday, August 31 at 9pm ---

- 4th St from North/South Alley between Lincoln & Grant to Indiana
- Grant St from Kirkwood to East/West Alley between 4th & 3rd
- Surface lot 1 at the corner of 4th and Dunn

The Fourth Street Festival of the Arts and Fine Crafts strives to create an atmosphere of appreciation for art as well as an opportunity for artists to showcase their work by presenting a high quality event. We provide an educational environment to create connections with art and artists. Fourth Street prides itself on being admission free and welcoming to all. The annual Labor Day Weekend show, occurring when students and their visiting families return to Indiana University, is organized by local artists and hosts 120 artisans from across the country who offer their work to the public. In addition to excellent artwork there are music stages, spoken word stages, kids booth by Lotus and community booths for visitors to enjoy!

The following plans are included in the application:

- Site & Maintenance of Traffic Plan
- Emergency Action Plan
- Waste Management Plan
- Notification Letter

**CITY OF BLOOMINGTON
BOARD OF PUBLIC
WORKS RESOLUTION 2025-
042**

4th Street Festival

WHEREAS, the City of Bloomington Board of Public Works (hereinafter referred to as the “City”) is empowered by I.C. 36-9-6-2 to supervise city streets, sidewalks and parking spaces; and

WHEREAS, Brenden King (“King”), Director of the 4th Street Festival, would like to close certain public right of ways, as indicated on the attached Exhibit A, from 8:00 a.m. on August 29th, 2025 through August 31, 2025 at 9:00 p.m. in order to hold a special event: 4th Street Festival; and

WHEREAS, the City desires to reserve this space to support this community function.

NOW, THEREFORE, BE IT RESOLVED that the City approves the Special Event herein described, subject to the following conditions:

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 the King and other event organizers may close 4th Street from the North/South alley between Lincoln & Grant to Indiana Avenue; Grant Street from Kirkwood to the East/West alley between 3rd and 4th Streets; and the Surface Lot 1 at the corner of 4th and Dunn St, as more particularly indicated on the attached application marked as Exhibit A, incorporated into this Resolution by reference. The timeline for these closures will occur in accordance with Exhibit A.
3. King and event organizers 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. King and event organizers 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 for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
5. King and the event organizers 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 p.m. on August 31, 2025.

6. King and the event organizers 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 August 28, 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 those hours of 10:00 a.m. August 29th through 5:00 p.m. on August 31, 2025.
8. King and event organizers shall be responsible for obtaining any and all required permits, including alcohol permits, as well as being responsible for all legal and financial expenditures.
9. King 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 King agrees to submit to the City at least thirty (30) days prior to August 28, 2025.
10. Mobile food vendors and pushcarts, as defined by Bloomington Municipal Code Chapter 4.28 and 4.30, will be located inside of the Special Event area. As such, 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.
11. King, 4th Street Festival, and their officers, directors, agents, employees, members, successors and assigns, do hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage

(collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

12. Brenden King, organizer for the 4th Street Festival event, presents that they are fully empowered by proper action of their entities or organizations, to bind their entities or organizations to the terms and conditions set forth in this Resolution and does so bind their entities or organizations by their signature set forth below.

ADOPTED THIS 18th DAY OF JUNE, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-42 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Brenden King, Organizer

Date: _____



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

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

City Permit #: SE2025-0012
Application Date: 5/18/2025

Phone: (812) 349-3410
Fax: (812) 349-3567
public.works@bloomington.in.gov

Application For Special Event Permit To The Board of Public Works

Applicant

Juliet Roberts

Applicant

Brenden King
P.O. Box 1257
Bloomington IN 47402

Overview

Event Description

4th Street Festival - Annual Bloomington tradition since 1977. We are one of the largest art events in Bloomington. We often draw crowds of over 30,000 people. It attracts thousands to the downtown area. This influx of art enthusiasts brings business to local artists as well as shops, restaurants, and hotels in Bloomington.

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

August 29th, 2025 8am

Start - Date and Time

August 30th, 2025 10am

End - Date and Time

August 31st, 2025 5pm

Teardown - Date and Time

August 31st, 2025 5pm to 9pm

Expected Number of Participants

35000

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?

Yes

If yes, who will donations benefit?

4th Street Festival of the Arts and Crafts. Cash donations will be collected via a jar.

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: 4th from north/south alley on block between Lincoln and Grant to Indiana [Dunn remains open]; Grant Street from Kirkwood Avenue to east/west alley between 4th and 3rd [east/west alley between Kirkwood and 4th remains open]; surface lot at 4th/Dunn [lot 1]; sidewalk at the corner of 4th/Grant

Street	To Street	From Street	Closing /Opening	Date
4th St	Indiana	North/South Alley between Lincoln & Grant	Closing	8/29/2025 8 AM
Grant St	East/West Alley between 4th & 3rd	Kirkwood Ave	Closing	8/29/2025 8 AM
surface lot [lot 1]	and Dunn	corner of 4th	Closing	8/29/2025 8 AM
sidewalk at the corner of 4th/Grant	Grant	4th	Closing	8/29/2025 8 AM

Is this event on Indiana University campus? No

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. Brenden King 765-490-1714
Juliet Roberts 812-345-1531

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

Medical Emergencies

First aid kit located at the info booth (corner of 4th and Grant). For additional first aid response, anyone may call 911. A board member or volunteer will meet the first responders and lead them to the affected person. We will have off duty officers as security to assist as well.

Severe Weather

Emergency Alarms
Area evacuation will be announced by the Bloomington Police Department or Bloomington Fire Department or civic warning sirens followed by announcements from the show organizers.

Evacuation Sites
A list of evacuation sites shall be posted at the information booth at the corner of 4th and Grant Streets and at your Block Captain's booth. These sites will include:

Monroe County Public Library, 303 East Kirkwood Ave 812-349-3050

Any available public structurally secure building nearby

Fire/Evacuation

Fire: Emergency services will be notified immediately. The area will be cleared of all people. Any portable flammable structures that can safely be removed from the area will be relocated. A board member or volunteer will meet the first responders and lead them to the area on fire. We will have off duty officers as security to assist as well.

Evacuation:

Emergency Alarms

Area evacuation will be announced by the Bloomington Police Department or Bloomington Fire Department or civic warning sirens followed by announcements from the show organizers.

Evacuation Sites:

A list of evacuation sites shall be posted at the information booth at the corner of 4th and Grant Streets and at your Block Captain's booth. These sites will include:

Monroe County Public Library, 303 East Kirkwood Ave 812-349-3050

Any available public structurally secure building nearby

Procedure for Emergency Shutdown of Operations:

An emergency shutdown of operations will be ordered by the Bloomington Police Department or Bloomington Fire Department or Brenden King/Juliet Roberts

Conditions Warranting Shutdown of Operations

- Lightning if sited close
- Wind if too much for tents
- Tornado
- Earthquake
- Fire
- Civil Disturbance
- Bomb Threat
- Hazardous Chemical Spill
- Any other condition deemed necessary by the Bloomington Police

Lost or Missing Persons

Missing persons and guardians should go to the information booth located at 4th and Grant Streets. An alert will be communicated via walkie talkie to all board members and volunteers. We will have off duty officers as security to assist as well.

Other

Have you arranged for security at your event?

Yes

If yes, who will be providing security?

Officer Todd Wasson and his team off duty officers from the Monroe County Sheriff's Department.

Waste

Who is responsible for event clean-up and ensuring trash and recycling are properly disposed of? Please provide contact name and phone number.

Brenden King 765-490-1714
Juliet Roberts 812-345-1531
Larry Armes will be helping us manage waste/recycling as well.

Will you have food vendor(s)?

No

If yes, please name the food vendors:

Will you have alcohol vendor(s)?

No

If yes, please name the alcohol vendors:

What types of waste will need to be collected i.e. food waste, beverage containers, etc.?

Paper waste (paper towels, pamphlets,). 4th St is lined with skilled restaurants that will be operating independently of 4th St Festival; therefore, we might also expect some food container waste a well

What is your plan to collect and dispose of trash and recycling?

We will be working Rumpke trash services. We will have several trash receptacles located throughout our footprint lined with trash bags. The receptacles will be emptied into a dumpster located in Dunn/4th Parking lot. The dumpster will be dropped off Thursday August 28th or Friday August 29th and picked up by Rumpke Tuesday September 2nd, 2025.

What vendor will provide waste bins and collection service?

Rumpke

Will you be providing portable toilets?

Yes

If yes, how many portable toilets?

6

If yes, what company is providing the portable toilets?

Izzy's rental

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.

Loudspeaker

Checked

Other

Will the noise be amplified?

Yes

Please describe event entertainment and associated infrastructure including stage, sound amplification equipment, etc.?

We will have a 20 x 20 tent professionally installed. Underneath the tent will be a space for local bands to perform. And there will be 30ish folding chairs for the audience. The sound will be amplified by one small speaker.

What will be the power source for equipment?

We will ask permission from a local business to plug in our one extension cord for our amplifier.

Describe any other electrical needs:

N/A

Have you notified businesses/residents impacted by your event?

Yes

Which businesses/residents have been notified?

All businesses and residents on the perimeter of our footprint. We have historically notified businesses and residents again 2 weeks prior to our event since there might be turnover of residents with the new school year.

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

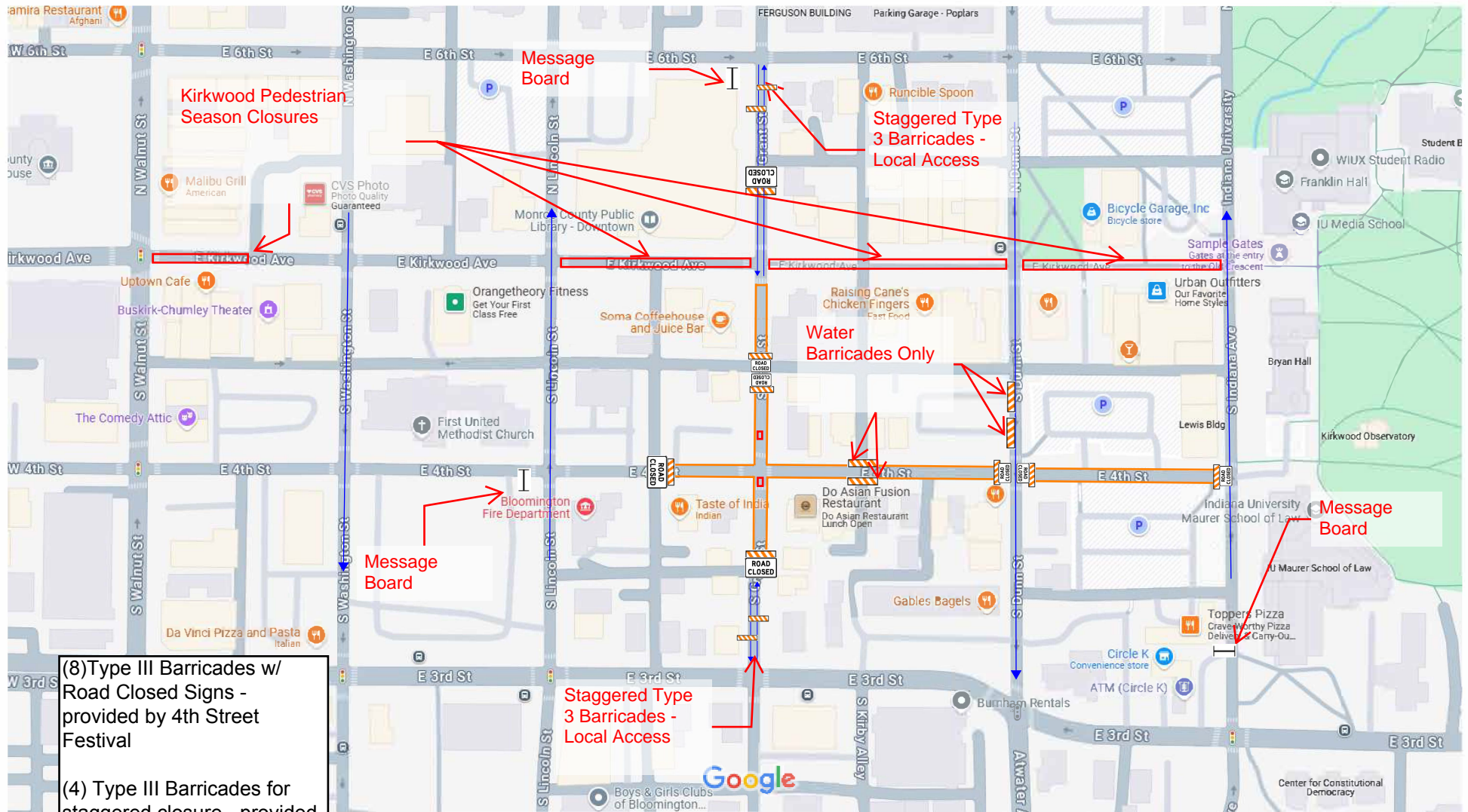
5/16/2025 12:00:00 AM

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 4th St Festival Overview

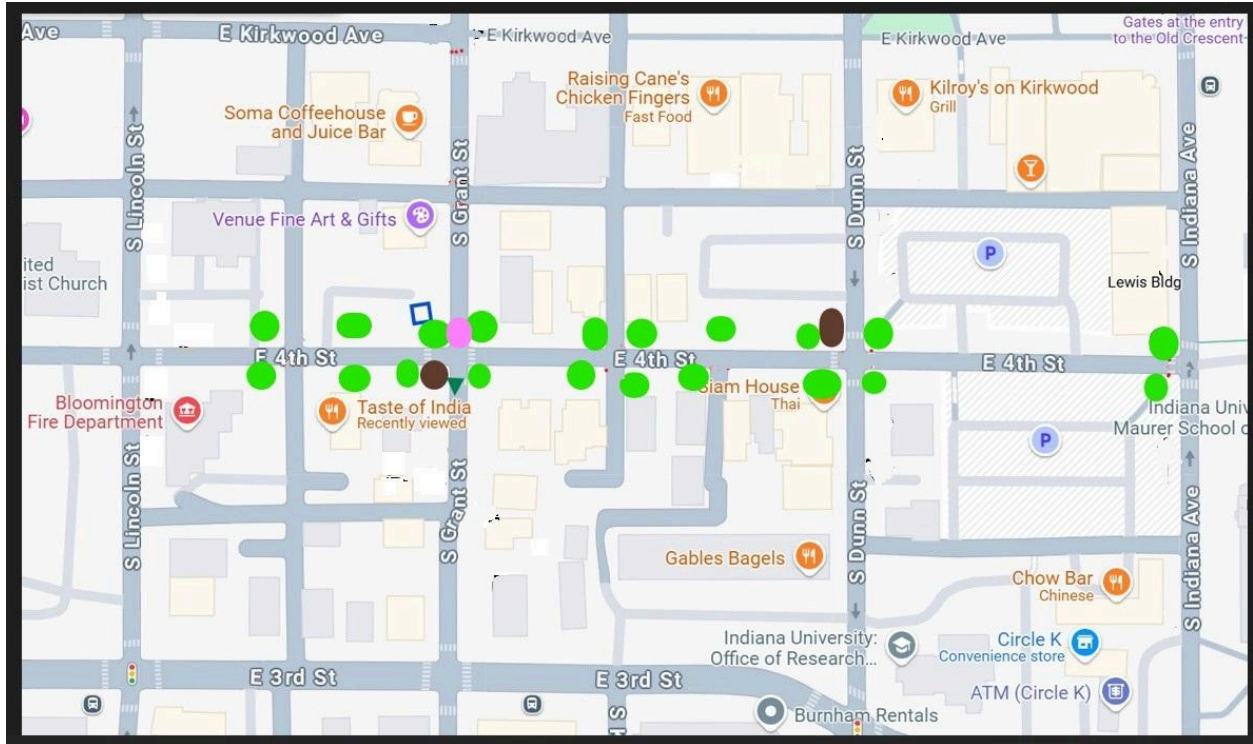


(8) Type III Barricades w/
Road Closed Signs -
provided by 4th Street
Festival

(4) Type III Barricades for
staggered closure - provided
by 4th Street Festival

Water Barricades - provided
by Parking Services

(3) Message Boards -
provided by Parking Services



Green circles: trash receptacle

Pink circle: info tent Blue square:

Music tent Green triangle: Spoken Word Tent

Brown circles: 3 port-a-toilets with wash stand

About 60 10 x10 artist tents will line the north and south sides of 4th St within our approved footprint for a total of about 120 artist tents. (not pictured on map)

Timeline of events

Friday August 29th, 2025

8am

Approved streets are closed down using city provided empty water barricades and rented C3 barricades.

8:30am

Set up begins

1pm

Artists arrive set up continues

5pm

Site is inspected by BFD fire marshal for Homeland Security

7pm

Water barricades are filled by the BFD

9pm

Overnight security arrives

Saturday August 30th, 2025

10am

The 4th St Festival of the Arts and Crafts is open to the Public

6pm

The 4th St Festival of the Arts and Crafts is closed to the Public
Overnight Security arrives

Sunday August 31st, 2025

10am

The 4th St Festival of the Arts and Crafts is open to the Public

5pm

The 4th St Festival of the Arts and Crafts is closed to the Public
Water barricades are in the process of being emptied
Tear down begins

9pm

Tear down is finished with 4th St and foot print resembling pre-festival appearance
Streets are now open to the public

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 4th-St Festival Of The Arts And Crafts.

The Board of Public Works meeting to hear this request will be June 17th, 2025. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 P.m.

The proposal for 4th-Festival Of The Arts And Crafts will be on file and may be examined in the Public Works office on the Friday (06/13/2025) prior to the Tuesday (06/17/2025) 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 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:

Brenden King

DATE: 05/19/2025



Board of Public Works Staff Report

Project/Event: 2025 Tuesday Market
Petitioner/Staff Representative: Clarence Boone, Parks & Recreation Department
Date of Event: Tuesdays, June-September, 2025
Date of Board Meeting: Wednesday, June 18, 2025

Report:

Bloomington Parks and Recreation Department is requesting the closure of University Street between Madison and Morton Streets for the Tuesday Market June through September, 2025 from 3 to 7:45pm. The street will be closed via bollards and is in the footprint of Hopewell Commons.

Visit, shop and support local farmers and growers, and small businesses at Tuesday Market, held every Tuesday June through September from 4-7 p.m. at Hopewell Commons, 332 W. University Street.

Admission to Tuesday Market is free!

The following plans are included in the application:

- Maintenance of Traffic and Site Plan
- Emergency Action Plan
- Waste Management Plan

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2025-047
Tuesday Farmers' 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 City of Bloomington Department of Parks and Recreation (hereinafter "Parks") organizes the Tuesday Farmers' Market to take place in the parking lot at City Hall, as indicated on Exhibit A; and

WHEREAS, Parks has requested that the Board of Public Works allow them to close the location described herein between 3:00 p.m. and 7:45 p.m. every Tuesday from June 24, 2025 through September 30, 2025; and

WHEREAS, Parks 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 "Public Works") declares that Parks may close the right of ways 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. through 7:45 p.m. each Tuesday from June 24th through September 30th of 2025.
3. Parks 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. Parks 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. Parks shall provide and set up barricades not before 3:00 p.m. each Tuesday. The barricades will be removed by 7:45 p.m. each Tuesday.
6. Parks 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 and place in designated area for Sanitation pick-up. Clean-up shall be completed by 7:45 p.m. each Tuesday.
7. Parks 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.
8. Parks shall work with the RISK Department to ensure their department and the City is properly ensured for this event.
9. Parks 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 farmers' market.

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10. Parks 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.
11. Parks 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 event organizers agree to submit to the Public Works at least two weeks prior to the event.
12. In the event Parks 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.
13. Parks, 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 18th DAY OF JUNE, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-47 ARE ACCEPTABLE AND
AGREED TO BY VENDOR:

PARKS:

Signature

Date: _____

Printed Name, Title



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

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

City Permit #: SE2025-0017
Application Date: 5/29/2025

Phone: (812) 349-3410
Fax: (812) 349-3567
public.works@bloomington.in.gov

Application For Special Event Permit To The Board of Public Works

Event Organizer

Leslie Brinson

Applicant

Bill Ream
401 N. Morton St. Suite 250
Bloomington IN 47404

Overview

Event Description

Tuesday Farmers Market - Request to close University Street at Hopewell Commons for Tuesday 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

Tuesdays June 10 - September 30; 3pm

Start - Date and Time

Tuesdays June 10 - September 30; 4pm

End - Date and Time

Tuesdays June 10 - September 30; 7pm

Teardown - Date and Time

Tuesdays June 10 - September 30; 745pm

Expected Number of Participants

200

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)

Checked

Sidewalk(s)

Metered Parking Space(s)

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

University Street between Madison and Morton Streets

Street	To Street	From Street	Closing /Opening	Date
West University	Madison	Morton	Closing	6/10/2025 3 PM

Is this event on Indiana University campus?

No

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

No

Emergency

Who is responsible for overall event safety and coordinating emergency response? Please provide contact name and phone number.

Parks and Recreation Staff day of event supervisor
Camille Pushman - 260-431-9993

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

Medical Emergencies

911

Severe Weather

Cancellation

Fire/Evacuation

to their cars

Lost or Missing Persons

Information tent and staff are available and then call 911 if needed

Other

Have you arranged for security at your event?

No

If yes, who will be providing security?

Marshall Security will be making rounds between park properties

Waste

Who is responsible for event clean-up and ensuring trash and recycling are properly disposed of? Please provide contact name and phone number.

Parks and Recreation

Will you have food vendor(s)?

Yes

If yes, please name the food vendors:

Farmers' Market Vendors

Will you have alcohol vendor(s)?

No

If yes, please name the alcohol vendors:

What types of waste will need to be collected i.e. food waste, beverage containers, etc.?	food waste and general trash
What is your plan to collect and dispose of trash and recycling?	parks and recreation staff will keep an eye out and ask Operations staff to empty on following day
What vendor will provide waste bins and collection service?	already located in park
Will you be providing portable toilets?	Yes
If yes, how many portable toilets?	1
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.	
Loudspeaker	
Other	
Will the noise be amplified?	Yes
Please describe event entertainment and associated infrastructure including stage, sound amplification equipment, etc.?	Every other Tuesday there will be a live band - sound and equipment provided by parks and recreation
What will be the power source for equipment?	power on the stage at Hopewell
Describe any other electrical needs:	none
Have you notified businesses/residents impacted by your event?	Yes
Which businesses/residents have been notified?	Notifying Centerstone
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?

No



S. Madison St.



S Rogers St.

W. University St.

Bollards

Bollards

Potty

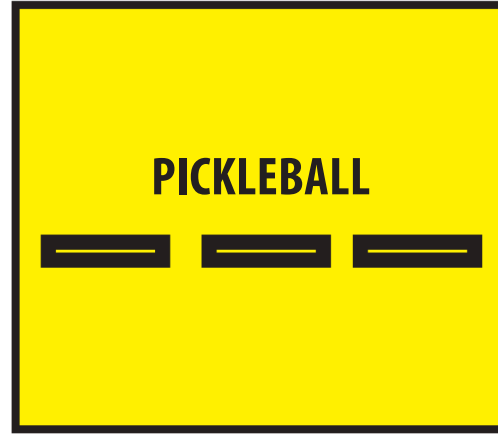


Vendors

PING
PONG
TABLES



W 2nd St.



S Morton St.

B-Line Trail



Board of Public Works Staff Report

Project/Event: 2025 Bloomington Community Farmers Market
Petitioner/Staff Representative: Clarence Boone, Parks & Recreation Department
Date of Event: Saturdays, April-October, 2025
Date of Board Meeting: Wednesday, June 18, 2025

Report:

Bloomington Parks and Recreation Department is requesting the closure of City Hall Parking Lot for the Community Farmers Market April through October, 2025 from 7am to 1pm. The parking lot is closed via bollards.

The Bloomington Community Farmers' Market, a vital part of the local food culture, celebrated its 50th season in 2024. The Market reflects Bloomington's diversity, promotes multicultural awareness, and improves local food security and sustainability by fostering a resilient food supply.

Market goers find a wide assortment of goods from the farm and field, including fruits and vegetables, eggs, meats and cheeses, honey, seasonal flowers, and annual and perennial plants. Food and beverage artisans provide a tasteful variety of drinks, pastries, and savory dishes.

The Bloomington Community Farmers' Market proudly supports nutrition assistance programs, including WIC (Women, Infants and Children), SNAP (Supplemental Nutrition Assistance Program) and Senior FMNP (Farmers' Market Nutrition Program) that provide fresh, locally grown, unprocessed fruits, vegetables, and edible herbs to people whose incomes are below the federal poverty threshold.

The following plans are included in the application:

- Maintenance of Traffic and Site Plan
- Emergency Action Plan
- Waste Management Plan

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2025-048
Saturday Farmers' 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 City of Bloomington Department of Parks and Recreation (hereinafter "Parks") organizes the Saturday Farmers' Market to take place in the parking lot at City Hall, as indicated on Exhibit A; and

WHEREAS, Parks has requested that the Board of Public Works allow them to close the location described herein between 6:45 a.m. and 1:15 p.m. every Saturday June 21 through October 31, 2025; and

WHEREAS, Parks 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 "Public Works") declares that Parks may close the right of ways indicated on the attached application marked as **Exhibit A**, incorporated into this Resolution by reference. These locations will be closed from 6:45 a.m. through 1:15 p.m. every Saturday from June 21st through October 31st of 2025.
3. Parks 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. Parks 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. Parks 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 and place in designated area for Sanitation pick-up. Clean-up shall be completed by 1:15 p.m. each Saturday.
6. Parks 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.
7. Parks shall work with the RISK Department to ensure their department and the City is properly ensured for this event.
8. Parks 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 farmers' market.
9. Parks 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

RESOLUTION 2025-48

the event, a copy of which event organizers agree to submit to the Public Works at least two weeks prior to the event.

10. In the event Parks 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.
11. Parks, 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 18th DAY OF JUNE, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-48 ARE ACCEPTABLE AND
AGREED TO BY VENDOR:

PARKS:

Signature

Date: _____

Printed Name, Title



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

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

City Permit #: SE2025-0018
Application Date: 6/4/2025

Phone: (812) 349-3410
Fax: (812) 349-3567
public.works@bloomington.in.gov

Application For Special Event Permit To The Board of Public Works

Applicant

Leslie Brinson

Applicant

Bill Ream
401 N. Morton St. Suite 250
Bloomington IN 47404

Overview

Event Description

Saturday Farmers 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

Saturdays, April - October, 6:45 am

Start - Date and Time

Saturdays, April - October, 8:00-12:30 pm

End - Date and Time

Saturdays, April - October, 12:30 pm

Teardown - Date and Time

Saturdays, April - October, 1:15 pm

Expected Number of Participants

5000

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)

Checked

Sidewalk(s)

Metered Parking Space(s)

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

City Hall Showers Parking Lot

Street	To Street	From Street	Closing /Opening	Date
City Hall Showers Parking Lot	8th	Morton	Closing	6/21/2025 7 AM

Is this event on Indiana University campus?

No

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

No

Emergency

Who is responsible for overall event safety and coordinating emergency response? Please provide contact name and phone number.

Clarence Boone - 812-349-3738

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

Medical Emergencies

Call 911

Severe Weather

Access to inside City Hall and ask vendors to go to their car if needed

Fire/Evacuation

Leave the market area

Lost or Missing Persons

Information Tent - Marshall Security is onsite - call 911

Other

Have you arranged for security at your event?

Yes

If yes, who will be providing security?

One Marshall Security officer is on site

Waste

Who is responsible for event clean-up and ensuring trash and recycling are properly disposed of? Please provide contact name and phone number.

Clarence Boone- 812-349-3738 and seasonal staff will monitor trash with an assist from Public Works staff

Will you have food vendor(s)?

Yes

If yes, please name the food vendors:

The list of food and beverage vendors is located on the website. There are 15 each week.

Will you have alcohol vendor(s)?

No

If yes, please name the alcohol vendors:

What types of waste will need to be collected i.e. food waste, beverage containers, etc.?

food waste and general event trash

What is your plan to collect and dispose of trash and recycling?

Clarence Boone - 812-349-3738 and seasonal staff will monitor trash with an assist from Public Works staff

What vendor will provide waste bins and collection service?

Vendors are responsible for taking their trash with them at the end of the day

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.

Loudspeaker

Other

Will the noise be amplified?

Yes

Please describe event entertainment and associated infrastructure including stage, sound amplification equipment, etc.?

Music is provided from the circular stage each Saturday as scheduled by Market staff

What will be the power source for equipment?

The market has their own small sound system

Describe any other electrical needs:

Have you notified businesses/residents impacted by your event?

No

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?

No

Bloomington Parks & Recreation

Bollards

Bollards

Bloomington Community Farmers' Market

Ragstock



Bloomington Community
Farmers' Market Map
2025 May thru October

B-Line Trail

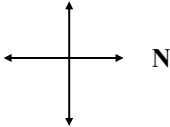
8th Street

(Info Alley)

S
H
O
W
E
R
S

B
L
D
G

Planted
(2)



SHED	
A8	Salt Creek
A7	Papa G's
A6	First Lite
A5	Sofra
A4	Brickhouse (1) Bivi's Tamales (2)
A3	Pie First (1) Moroccan (2)
B18	Getty's Creek
B17	Lost Pond
B16	Padgett
B15	Driftwood
B14	Old Post
B13	Earthsong
B12	Bread & Roses
B11	Schacht Farm
B10	Hoosier Honey

A2	Hoosier Wild (1)
A1	Marble Hill
B9	Hi Acre
B8	Twilight Dairy
B7	Moon Valley
B6	MKONO
B5	Morningside
B4	Tom's Farm
B3	Wilderlove
B2	Glorious Day Lily
B1	McCullough

Raber's	Produce
26	25
24	Winter Bloom
22	21
20	19
Backyard Petals	Poole Mill
Stranger's	Hill
Stranger's	Hill
Terra Spore	Seldom
10	Rest
Cedar Creek	Back 40
6	Little Bird
4	Old
Old Lane	Lane

Marchino	C16
Haddan	C15
Graber Brothers	C14
Risin Creek	C13
Muddy Moon	C12
Mavourneen	C11
D. Graber	C10

D9	Aahaa Chai
D8	Piccoli Dolci
D7	Mama Dukes (2)
D5	Muddy Fork
D4	Inkwell

McMahan's	C9
Chile Woman	C8
Birdie & Bees	C7
Richardson	C6
Stoll's	C5
Freedom Valley	C4
Buffalo Trail	C3
Poseys & Pumpkins	C2
Hunter's Honey	C1

D3	Brown Co. Coffee
D2	Kettle Corn (2) Wild Alaska (1)
D1	Scholar's Inn

Pili's Taco (1)	E1
	E2
Blooming Bowl (2)	E3
	E4
	E5

Butterfly Hill				Heartland
E6	E7	E8	E9	E10

Kombucha	E21
	E20
Apple Rose	E19
	E18
Little Bowl	E17
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	E13
	E12
	E11

Morton Street



Board of Public Works Staff Report

Project/Event: 2025 Banneker Block Party
Petitioner/Staff Representative: Kevin Terrell, Parks and Recreation Department
Date of Event: Friday, July 25, 2025
Date of Board Meeting: Wednesday, June 18, 2025

Report:

Bloomington Parks and Recreation Department is requesting the closure of Elm Street between 7th and 8th on Friday, July 25 from 1 to 9pm for the Banneker Block Party. This is an annual block party associated with Banneker Community Center Camp and features a children's talent show inside the gymnasium.

The following plans are included in the application:

- Maintenance of Traffic Plan
- Emergency Action Plan
- Waste Management Plan
- Notification Letter

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2025-049
BANNEKER 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 City of Bloomington Department of Parks and Recreation (hereinafter “Parks”) is organizing a Banneker Block Party, on July 25, 2025, to take place on the streets indicated in the attached Exhibit A; and

WHEREAS, Parks has requested that the Board of Public Works allow them to close the locations described herein between 1:00 p.m. and 9:00 p.m. on July 25, 2025; and

WHEREAS, Parks 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 “Public Works”) declares that Parks may close the right of ways indicated on the attached application marked as **Exhibit A**, incorporated into this Resolution by reference. These locations will be closed from 1:00 p.m. until 9:00 p.m. on July 25, 2025.
3. Parks 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. Parks 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. Parks shall provide and set up barricades not before 1:00 p.m. July 25, 2025. The barricades will be removed by 9:00 p.m. on July 25, 2025.
6. Parks 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 and place in designated area for Sanitation pick-up. Clean-up shall be completed by 9:00 p.m. on July 25, 2025.
7. Parks 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.
8. Parks shall work with the RISK Department to ensure their department and the City is properly ensured for this event.
9. Parks 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.

RESOLUTION 2025-49

10. Parks 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.
11. Parks 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 event organizers agree to submit to the Public Works at least two weeks prior to the event.
12. In the event Parks 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.
13. Parks, 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 18th DAY OF JUNE, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-49 ARE ACCEPTABLE AND
AGREED TO BY VENDOR:

PARKS:

Signature

Date: _____

Printed Name, Title



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

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

City Permit #: SE2025-0016
Application Date: 5/27/2025

Phone: (812) 349-3410
Fax: (812) 349-3567
public.works@bloomington.in.gov

Application For Special Event Permit To The Board of Public Works

Applicant

Erin Freese-Posthuma

Applicant

Kevin Terrell

Applicant

Kevin Terrell
930 W 7th Street
Bloomington IN 47402

Overview

Event Description

Banneker Block Party - This is the City of Bloomington Parks and Recreation Banneker Community Center Camp annual neighborhood block party, taking place behind Banneker on Elm Street, between 7th and 8th streets.

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

7/25/2025, 1pm

Start - Date and Time

7/25/2025, 3pm

End - Date and Time

7/25/2025, 8pm

Teardown - Date and Time

7/25/2025, 9pm

Expected Number of Participants

200

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) ☒ Checked

Sidewalk(s) ☐

Metered Parking Space(s) ☐

Please describe location of public rights of way you are requesting to use/close: Elm Street between 7th and 8th, behind the Banneker Community Center

Street	To Street	From Street	Closing /Opening	Date
Elm Street	8th	7th	Closing	7/25/2025 1 PM

Is this event on Indiana University campus? ☐ No

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. Kevin Terrell 812 349 3735

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

Medical Emergencies Administer first aid, call 911
Severe Weather Move inside to Banneker Community Center
Fire/Evacuation Evacuate safely to Girls Inc
Lost or Missing Persons Notify 911
Other N/A
Have you arranged for security at your event? ☐ No
If yes, who will be providing security?

Waste

Who is responsible for event clean-up and ensuring trash and recycling are properly disposed of? Please provide contact name and phone number. Kevin Terrell 812 349 3735

Will you have food vendor(s)? ☐ Yes

If yes, please name the food vendors:	Food will be provided under Banneker's commercial kitchen permit.
Will you have alcohol vendor(s)?	No
If yes, please name the alcohol vendors:	
What types of waste will need to be collected i.e. food waste, beverage containers, etc.?	Food waste, beverage containers, paper plates, etc
What is your plan to collect and dispose of trash and recycling?	Request extra pickup from city sanitation that week
What vendor will provide waste bins and collection service?	City of Bloomington
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

Recorded Music i.e. DJ, etc.

Loudspeaker

Other

Checked

Will the noise be amplified?

Yes

Please describe event entertainment and associated infrastructure including stage, sound amplification equipment, etc.?

We will be hosting a children's talent show INSIDE the gymnasium at Banneker Community Center

What will be the power source for equipment?

n/a

Describe any other electrical needs:

n/a

Have you notified businesses/residents impacted by your event?

No

Which businesses/residents have been notified?

We put the event on social media through the Parks Department. It is also in the Parks Department Program guide, appears on CCTV in parks properties, and we notify the neighbors and local homeowners association, as well as Girls Incorporated.

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?

No



Girls Inc. of
Monroe County

type III barricades
provided by Parks & Rec

water barricades
provided by
Parking Services

trash & recycling bins

AllCPR Training
Bloomington

City Of Bloomington
Parks And Recreation...



Board of Public Works Staff Report

Project/Event:	2025 Witch Fest
Petitioner:	Talia Halliday, Witch Fest Event Organizer
Staff Representative:	Cassie Werne, Special Projects & Operations Manager
Date of Event:	Saturday September 20, 2025
Date of Board Meeting:	Wednesday, June 18, 2025

Report:

Witch Fest is requesting the closure of 6th St between Walnut and College on Saturday, September 20, 2025 from 6am to 10pm.

Witch Fest, a magical gathering of creativity, spirituality, and connection! This special event marks the anniversary celebration of Gather and Oak, two beloved Bloomington businesses, coming together in the heart of downtown on the Courthouse Lawn.

Witch Fest is a vibrant marketplace featuring handmade makers and artists, showcasing their one-of-a-kind creations alongside metaphysical practitioners offering tarot readings, Reiki, massage, energy healing, and other spiritual services. It's a place where art and mysticism meet, fostering a community that embraces diversity, inclusion, and self-expression.

Whether you're here to explore unique artisan goods, experience transformative healing practices, or simply soak in the enchanting atmosphere, Witch Fest welcomes all. Come celebrate the power of creativity, connection, and magic with us—because community is the most powerful spell of all!

The following plans are included in the application:

- Site & Maintenance of Traffic Plan
- Emergency Action Plan
- Waste Management Plan
- Notification Letter

**CITY OF BLOOMINGTON
BOARD OF PUBLIC
WORKS RESOLUTION 2025-
050**

Witch Fest

WHEREAS, the City of Bloomington Board of Public Works (hereinafter referred to as the “City”) is empowered by I.C. 36-9-6-2 to supervise city streets, sidewalks and parking spaces; and

WHEREAS, Talia Halliday (“Halliday”), with the Witch Fest, would like to close the public right of way as indicated in Exhibit A on September 20, 2025 from 6:00 a.m. until 10:00 p.m. in order to hold a special event: Witch Fest; and

WHEREAS, the City desires to reserve this space to support this community function.

NOW, THEREFORE, BE IT RESOLVED that the City approves the Special Event herein described, subject to the following conditions:

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 Halliday and other event organizers may close 6th Street between Walnut and College on Saturday, September 20, 2025, as more particularly indicated on the attached application marked as Exhibit A, incorporated into this Resolution by reference. The timeline for these closures will occur in accordance with Exhibit A.
3. Halliday and event organizers 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. Halliday and event organizers 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 for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
5. Halliday and the event organizers 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 September 20, 2025.
6. Halliday and the event organizers 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 September 20, 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 those hours of 12:00 p.m. and 7:00 p.m. on September 20, 2025.
8. Halliday and event organizers shall be responsible for obtaining any and all required permits, including alcohol permits, as well as being responsible for all legal and financial expenditures.
9. Halliday 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 Halliday agrees to submit to the City at least thirty (30) days prior to September 20, 2025.
10. Mobile food vendors and pushcarts, as defined by Bloomington Municipal Code Chapter 4.28 and 4.30, will be located inside of the Special Event area. As such, 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.
11. Halliday, Witch Fest, and their officers, directors, agents, employees, members, successors and assigns, do hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

12. Talia Halliday, organizer for the Witch Fest event, presents that they are fully empowered by proper action of their entities or organizations, to bind their entities or organizations to the terms and conditions set forth in this Resolution and does so bind their entities or organizations by their signature set forth below.

ADOPTED THIS 18th DAY OF JUNE, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-50 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Talia Halliday, Organizer

Date: _____



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

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

City Permit #: SE2025-0013
Application Date: 5/19/2025

Phone: (812) 349-3410
Fax: (812) 349-3567
public.works@bloomington.in.gov

Application For Special Event Permit To The Board of Public Works

Applicant

talialhalliday
116 N 6th Street
Bloomington IN 47404

Overview

Event Description

Witch Fest, a magical gathering of creativity, spirituality, and connection! This special event marks the anniversary celebration of Gather and Oak, two beloved Bloomington businesses, coming together in the heart of downtown on the Courthouse Lawn.

Witch Fest is a vibrant marketplace featuring handmade makers and artists, showcasing their one-of-a-kind creations alongside metaphysical practitioners offering tarot readings, Reiki, massage, energy healing, and other spiritual services. It's a place where art and mysticism meet, fostering a community that embraces diversity, inclusion, and self-expression.

Whether you're here to explore unique artisan goods, experience transformative healing practices, or simply soak in the enchanting atmosphere, Witch Fest welcomes all. Come celebrate the power of creativity, connection, and magic with us—because community is the most powerful spell of all!

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

Saturday Sept 20, 2025 6am

Start - Date and Time

Saturday Sept 20, 2025 12pm

End - Date and Time

Saturday Sept 20, 2025 7pm

Teardown - Date and Time

Saturday Sept 20, 2025 10pm

Expected Number of Participants

5000

Event Classification

For-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) Checked

Sidewalk(s)

Metered Parking Space(s)

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

Witch Fest will take place on both the Courthouse Lawn and then 6th St between College and Walnut. I am asking to close down 6th St between College and Walnut.

Street	To Street	From Street	Closing /Opening	Date
6th st	College Ave	Walnut St	Closing	9/20/2025 6 AM

Is this event on Indiana University campus? No

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.

Talia Halliday 8123459607

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

Medical Emergencies

Medical emergencies will all get sent through Talia Halliday and/or Mike McBride who is our on-call catastrophe coordinator.

Severe Weather

In case of severe weather the event will be called.

Fire/Evacuation

In case of fire/evacuation - as this event is outdoor only with no electricity or open flame being used - our fire plan is to evacuate in a calm manner from the premises to Fountain Square Mall on Kirkwood Avenue until emergency vehicles arrive.

Lost or Missing Persons

In case of lost or missing persons, Talia Halliday, organizer, will be key contact on this. We will have a sound system that we can broadcast to help locate.

Other

Have you arranged for security at your event?

No

If yes, who will be providing security?

Waste

Who is responsible for event clean-up and ensuring trash and recycling are properly disposed of? Please provide contact name and phone number.

Talia Halliday 8123459607

Will you have food vendor(s)?

Yes

If yes, please name the food vendors:

The Slop Shop, Planted Food Truck, The Crepe Outdoors

Will you have alcohol vendor(s)?

No

If yes, please name the alcohol vendors:

What types of waste will need to be collected i.e. food waste, beverage containers, etc.?

food waste mostly.

What is your plan to collect and dispose of trash and recycling?

Gather and oak are responsible for clean-up. We will have 10 Republic Trash cans as well as recycling containers mostly located by the food trucks at the corner of 6th and College. Talia Halliday, owner of said two stores, will be coordinating this pick up with staff from these stores to ensure it's all taken to the alley behind oak for Republic pick up.

What vendor will provide waste bins and collection service?

Republic

Will you be providing portable toilets?

Yes

If yes, how many portable toilets?

1

If yes, what company is providing the portable toilets?

Izzy's Rental

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.

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 very small platform stage located on 6th Street for performers.

What will be the power source for equipment?

We will have a secured extension cord running from inside Bonne Fete, located on 6th Street (we did the same last year with a DJ booth)

Describe any other electrical needs:

None needed - we're secured usage of one simple plug in with our friends at Bonne Fete.

Have you notified businesses/residents impacted by your event?

No

Which businesses/residents have been notified?

I will notify all businesses located on the Square - but most notably 6th Street. I will notify these businesses when I get the hearing date.

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

5/30/2025 12:00:00 AM

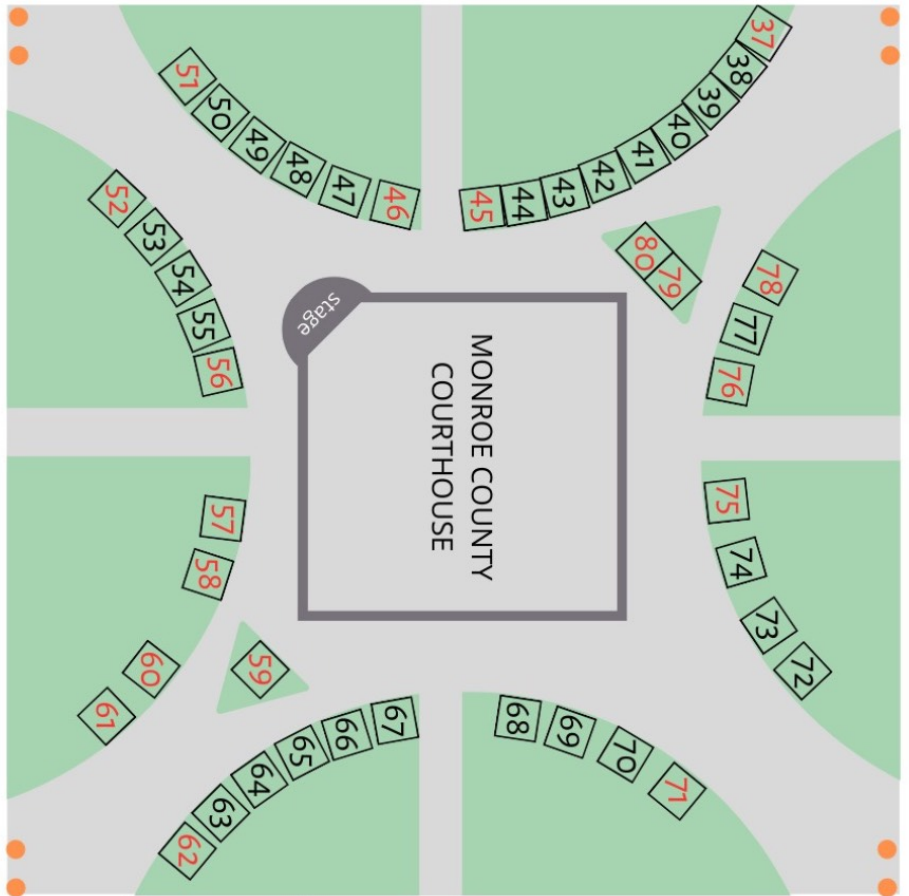
Insurance

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

← COLLEGE AVE

→ WALNUT ST



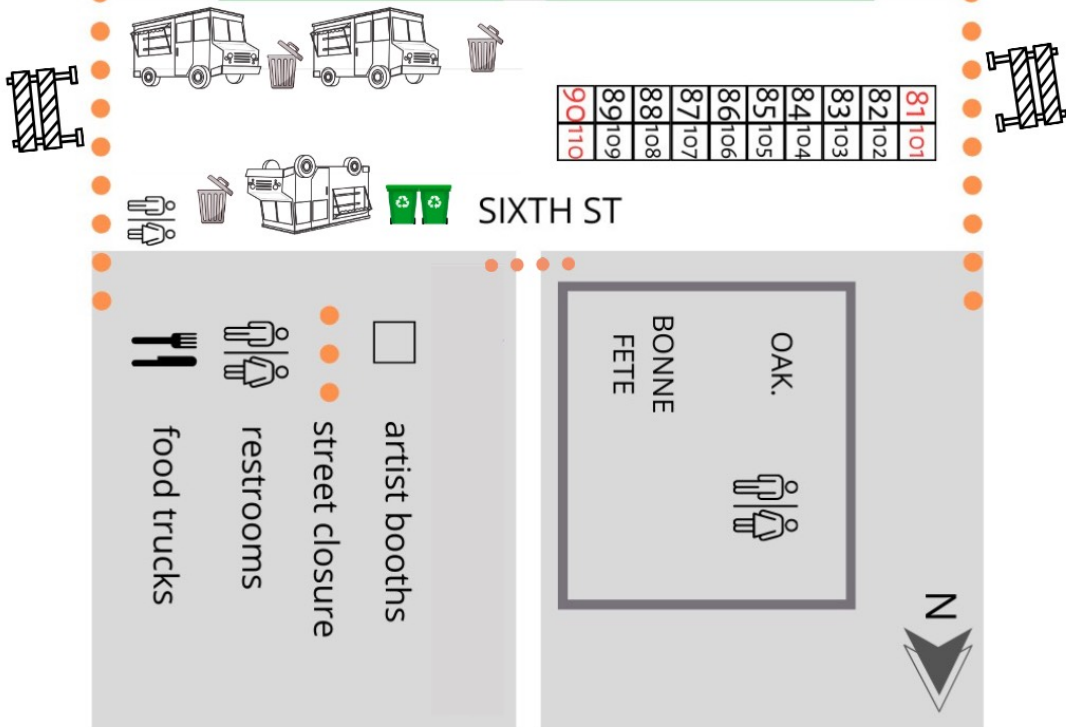
6th Street to be closed between College and Walnut.

Water barricades needed at the intersections of College/6th and Walnut/6th as well as the alleyway next to Bonne Fete. Denoted by orange dots.

Trash and recycling receptacles donated by DBI will be placed accordingly.

Porta-potties to be delivered Saturday morning and placed on 6th St - to be picked up Saturday evening.

Type III barricades outside of each water barricade on either side of 6th street



Dear Sir or Madam:

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

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

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

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

BOARD OF PUBLIC WORKS

CITY OF BLOOMINGTON, INDIANA

Petitioner:

Date:

Dear Sixth Street Area Resident or Business Owner,

We are writing to let you know that oak. + Gather are planning to host our annual Witch Fest/Harvest Market again on Sept 20 in conjunction with the Fall Equinox. Our Witch Fest will be host to 50+ artists selling their handmade wares as well as a variety of practitioners selling their services in the areas of massage, tarot, reiki and more. We partner with multiple downtown businesses as well who will have booths at the event, including Morgenstern's, Crystal Moon Body Arts, Moonstones, and Food Truck Friday.

On Saturday, Sept 20 we will be setting up tents on not only the Courthouse Lawn, but also along 6th Street to celebrate. We will host our artists, our practitioners, various roaming performers, as well as Food trucks along 6th Street between College and Walnut. Please see the attached map for closure information as well as layout of the Fest and information regarding the Board of Public Works meeting on this matter.

Last year Witch Fest was able to bring in an amazing 5,000 people to our downtown corridor who we're certain also visited your shops and restaurants, and this year we're hoping to continue to grow that number.

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 oak-bloomington@gmail.com

Sincerely,

Talia Halliday

Witch Fest

Gather + oak.

2025 Witch Fest - Saturday Sept 20

Market Maintenance of Traffic Plan

Before Setup (Friday)

- City to place “No Parking” signs on 6th St between College and Walnut Streets on Friday Sept 19.
- City leaves water barricades for both College/Walnut and alleyway shutdown
- Temporary “No Parking” enforced

Saturday – Main Set-up and Tear Down

- 6am – Witch Fest staff to move water barricades to close 6th St
- 7am - Fire Dept fills water barricades
- 10pm -- Witch Fest staff moves water barricades to parking spaces and opens road



Board of Public Works Staff Report

Project/Event: Request for acceptance of Public Improvement Bond estimate for the Woodburn Ave. Subdivision
Petitioner/Representative: Ernest Xi - [Valubuilt Construction](#)
Staff Representative: [Maria McCormick](#)
Date: Jun 18, 2025

Report:

Valubuilt Construction is requesting approval of the Public Improvement Bond estimate for the Woodburn Ave. Subdivision. This is a two lot to four lot subdivision. This bond covers the costs for all public improvements for this lot subdivision – street trees and carriage walks. This bond estimate has been reviewed and approved by Engineering Department staff at a value of \$19,079.06

WOODBURN AVENUE SUBDIVISION

Plat Bond Estimate

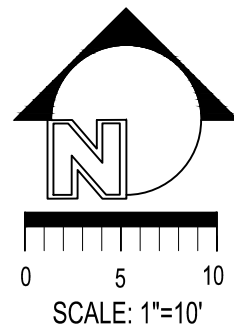
Job No. 7045

SMITH DESIGN GROUP

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Site Items				
1	Street Trees	4	EA	\$500.00	\$2,000.00
2	Sidewalk, 4"	99	SYS	\$116.75	\$11,558.25
3	Compacted Aggregate Base, #53 for Sidewalk, 6", Type "O"	22	TONS	\$77.50	\$1,705.00
Bond amount shown is for items yet to be completed.				Subtotal	\$15,263.25
				25% Bonding	\$3,815.81
				Total	\$19,079.06

WOODBURN AVENUE SUBDIVISION SECONDARY PLAT

BASIS OF BEARINGS:
INDIANA STATE PLANE,
WEST ZONE



LEGEND

- | | | |
|-----------|--------|-------------------------|
| RR SPIKE | M | MEASURED |
| STONE | P | PLATTED |
| REBAR | R | RECORD |
| IRON PIPE | FRB | FOUND REBAR |
| MAG NAIL | SRB | SET REBAR |
| | FP | FOUND IRON PIPE |
| | FRS | FOUND RAILROAD SPIKE |
| | FMAG | FOUND MAG NAIL |
| | SMAG | SET MAG NAIL |
| | B/C | BUILDING CORNER |
| | FRD | FOUND |
| | B.S.L. | BUILDING SETBACK LINE |
| | S.S.E. | SANITARY SEWER EASEMENT |
| | A.E. | ACCESS EASEMENT |

EASEMENT NOTES

SANITARY SEWER EASEMENT (SSE)

- (A) SHALL ALLOW THE CITY UTILITIES DEPARTMENT EXCLUSIVE ACCESS FOR INSTALLATION, MAINTENANCE, REPAIR, OR REMOVAL OF SANITARY SEWER FACILITIES.
- (B) ENCROACHMENT BY OTHER UTILITIES IS PROHIBITED, UNLESS SUCH ENCROACHMENT IS APPROVED BY THE CITY UTILITIES DEPARTMENT IN CONJUNCTION WITH THE PRIMARY PLAT. UPON WRITTEN PERMISSION FROM THE CITY UTILITIES DEPARTMENT, ENCROACHMENTS MAY BE PERMITTED AFTER THE RECORDING OF THE SECONDARY PLAT.
- (C) TREES AND STRUCTURES INCLUDING, BUT NOT LIMITED TO, BUILDINGS, FENCES, RETAINING WALLS, AND LIGHT FIXTURES, SHALL NOT BE LOCATED WITHIN SANITARY SEWER EASEMENTS.
- (D) GRADING ACTIVITY SHALL BE PROHIBITED WITHIN SANITARY SEWER EASEMENTS WITHOUT WRITTEN PERMISSION FROM THE CITY UTILITIES DEPARTMENT.

ACCESS EASEMENT (AE)

AN EASEMENT OF 20 FEET AS SHOWN ON THE PLAT, DEDICATED TO THE GENERAL PUBLIC AND EMERGENCY SERVICE PROVIDERS THAT:

- (A) GRANTS THE GENERAL PUBLIC THE RIGHT TO ACCESS THE EASEMENT FOR PURPOSES OF WALKING, RUNNING, BICYCLING, SKATING, OR UTILIZING MOTORIZED VEHICLES.
- (B) GRANTS PRIVATE AND PUBLIC EMERGENCY SERVICE PROVIDERS AND FIRST RESPONDERS THE RIGHT TO ACCESS THE EASEMENT WITH MOTORIZED VEHICLES FOR EMERGENCY SERVICE PURPOSES.
- (C) PROHIBITS THE PLACEMENT OF ANY OBSTRUCTION WITHIN THE EASEMENT WHICH WOULD PRECLUDE MOTORIZED VEHICLE ACCESS WITHIN THE ACCESS EASEMENT.

ADDRESS TABLE

LOT NUMBER	ADDRESS
1	___ N. WOODBURN AVENUE
2	___ N. WOODBURN AVENUE
3	___ N. WOODBURN AVENUE
4	___ N. WOODBURN AVENUE

SETBACK TABLE

ZONE: R-4
FRONT - 15 FT OR THE MEDIAN FRONT SETBACK OF
ABUTTING RESIDENTIAL STRUCTURES WHICHEVER IS LESS.
SIDE - 5 FT
REAR - 25 FT

OWNER/SUBDIVIDER

North College Partners LLC.
431 Summer Lake Drive
Bedford, IN 47421
INST 2024011731
PARCELS: 53-05-33-204-150.000-005 &
53-05-33-204-081.000-005

TRACT 3
NORTH COLLEGE PARTNERS LLC.
INST 2024011731
1200 N WOODBURN AVE.
LOT 25 IN KENWOOD PARK ADDITION
& 1/2 OF THE RIGHT OF WAY 16TH ST
ZONED: MM

N89°30'55"E 137.81

LOT 4

5135 SF
0.118 AC. ±

N89°37'44"E 137.65

LOT 3

5110 SF
0.117 AC. ±

TRACT 2
INST 2024011731
1108 N WOODBURN AVE
KENWOOD ADDITION
NW¼ LOT 84 & 1/2 OF THE RIGHT OF WAY
16TH ST
ZONED: RM

N89°37'44"E 137.50

LOT 2

5104 SF
0.117 AC. ±

TRACT 1
INST 2024011731
1108 N WOODBURN AVE.
KENWOOD ADDITION
SW¼ LOT 84
ZONED: RM

N89°37'44"E 137.35

LOT 1

5098 SF
0.117 AC. ±

S89°37'44"W 137.20

12' ALLEY (PLATTED)

NOTES

- BASED UPON A SCALED INTERPRETATION OF THE FLOOD INSURANCE RATE MAP 1810SC0141D FOR MONROE COUNTY, INDIANA, DATED DECEMBER 17, 2010, THE SUBJECT PROPERTY IS LOCATED WITHIN (UNSHADED) ZONE X.
- SURVEY DONE WITHOUT THE BENEFIT OF TITLE WORK, AND DOES NOT TAKE INTO CONSIDERATION ADDITIONAL FACTS THAT AN ACCURATE AND CORRECT TITLE SEARCH AND/OR EXAMINATION MIGHT DISCLOSE.
- ALL MONUMENTS FOUND IN PERFORMANCE OF THIS SURVEY WERE FOUND FLUSH WITH THE EXISTING GROUND UNLESS OTHERWISE NOTED, AND THE AGE AND ORIGIN OF SAID FOUND MONUMENTS ARE UNKNOWN UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE LABELED.
- THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE BOUND BY ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.
- REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS
- BOUNDARY SURVEY DATED NOVEMBER 11, 2024, JOB# 7045, INST 2024013293.

OWNER CERTIFICATION

NORTH COLLEGE PARTNERS LLC, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAYOFF PLAT AND SUBDIVIDE THE SAME INTO PARCELS IN ACCORDANCE WITH THIS PLAT. THE WITHIN PLAT SHALL BE KNOWN AS WOODBURN AVENUE SUBDIVISION, SECONDARY PLAT.

THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE AND IS HEREBY SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS AND RESTRICTIONS SHOWN ON THE PLAT OF KENWOOD ADDITION FINAL PLAT.

ALL ADDITIONAL ROAD RIGHTS-OF-WAY SHOWN AND NOT PREVIOUSLY DEDICATED ARE HEREBY DEDICATED TO PUBLIC USE.

THERE ARE STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "EASEMENT". BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERRECTED OR MAINTAINED BETWEEN SAID LINES AND THE PROPERTY LINES.

THERE ARE BUILDING SETBACKS LINES ESTABLISHED BY THIS PLAT. BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERRECTED OR MAINTAINED BETWEEN SAID LINES AND THE PROPERTY LINES.

WITNESS OUR HANDS THIS ____ DAY OF FEBRUARY, 2025.

ERNEST XI
NORTH COLLEGE PARTNERS LLC.

NOTARY

STATE OF INDIANA/SS:

COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PERSONALLY APPEARED LEE E. CARMICHAEL, PERSONALLY KNOWN TO ME TO BE A MEMBER OF NORTH COLLEGE PARTNERS LLC, AND BEING THE OWNER OF THE DESCRIBED REAL ESTATE, AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING SUBDIVISION OF THE REAL ESTATE AS SHOWN AS A VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AN NOTARIAL SEAL THIS ____ DAY OF _____, 2024.

MY COMMISSION EXPIRES: ____ DAY OF _____

_____, NOTARY PUBLIC
A RESIDENT OF _____

PLAT COMMITTEE

UNDER THE AUTHORITY OF INDIANA CODE 36-7-4-700 SERIES, ENACTED BY GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCES 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)(c)(i)(1), APPROVAL AUTHORITY WAS DELEGATED TO THE PLANNING AND TRANSPORTATION DEPARTMENT BY THE BY THE PLAT COMMITTEE HELD AT IT'S HEARING ON FEBRUARY 10, 2025.

THE PLANNING AND TRANSPORTATION DEPARTMENT APPROVED THIS SECONDARY PLAT, ON:

DAVID HITTLE, DIRECTOR OF PLANNING AND TRANSPORTATION

LEGAL DESCRIPTION

TRACT 1
THE SOUTHWEST QUARTER OF LOT NUMBER EIGHTY-FOUR (84) IN KENWOOD ADDITION TO THE CITY OF BLOOMINGTON, INDIANA, AS SHOWN BY THE PLAT THEREOF RECORDED IN PLAT CABINET B, ENVELOPE 23, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.

TRACT2
THE NORTHWEST QUARTER OF LOT EIGHTY-FOUR (84) IN KENWOOD ADDITION TO THE CITY OF BLOOMINGTON, INDIANA, AS SHOWN BY THE PLAT THEREOF RECORDED IN PLAT CABINET B, ENVELOPE 23, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA. ALSO, ONE-HALF (1/2) OF THE ABANDONED 16TH STREET AS PER CIVIL ORDER BOOK A12, PAGES 428-429.

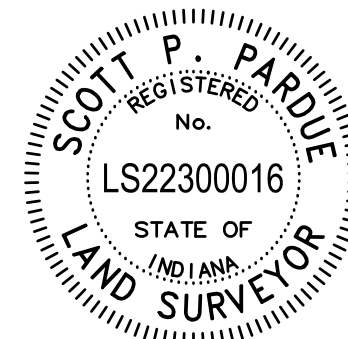
SURVEYOR'S CERTIFICATE

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 805 IAC 1.12 FOR THE STATE OF INDIANA.

DATED APRIL 07, 2025

SCOTT P. PARDUE
REGISTERED LAND SURVEYOR NO. 22300016
STATE OF INDIANA

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. (SCOTT PARDUE)



VICINITY MAP

★ PROJECT LOCATION



CIVIL ENGINEERING - LAND SURVEYING
1467 W Arlington Rd Bloomington, IN 47404
(812) 386-6556 - smithdgrc.com
JOB: 7045 DATE: 04/07/2025



Board of Public Works Staff Report

Project/Event: Service Agreement for Painting Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 6/18/25

This service agreement is for painting services at Public Works owned facilities. Quotes were solicited from 3 Contractors: Axis painting, Cardinal Painting and Premiere Painting. Premiere Painting provided the lowest quote.

Staff recommends awarding this Service Agreement to Choose Premiere Painting, LLC (dba Premiere Painting) for an amount not to exceed \$50,000.00. This agreement will run through 2026 with two optional one year renewals.

Respectfully submitted,

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



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham

FROM: J. D. Boruff

DATE: 6/18/25

RE: Service Agreement with Choose Premiere Painting, LLC dba Premiere Painting

Contract Recipient/Vendor Name:	Choose Premiere Painting, LLC dba Premiere Painting
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-464
Due Date For Signature:	6/18/25
Expiration Date of Contract:	12/31/26
Renewal Date for Contract:	1/1/27
Total Dollar Amount of Contract:	Not to Exceed \$50,000.00
Funding Source:	1101-01-010000-53610 (Animal Care and Control) 1101-14-140000-53610 (BPD HQ and Firing Range) 2240-14-145000-53610 (Dispatch Center) 1101-19-190000-53610 (City Hall) 1101-08-080000-53610 (Fire Dept.) 7702-17-170000-53610 (Fleet Maintenance) 2520-26-260000-53610 (Parking Facilities) 6604-16-160000-53610 (Sanitation) 2201-20-200000-53610 (Street Division)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
EEO Statement (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: This service agreement is for painting services at Public Works owned facilities. Quotes were solicited from 3 Contractors. These were Axis painting, Cardinal Painting and Premiere Painting. Premiere Painting provided the lowest quote.

City of Bloomington Contract and Purchase Justification Form

Vendor: Choose Premiere Painting, LLC

Contract Amount: Not to Exceed \$50,000.00

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

PURCHASE INFORMATION

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

☒

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 3

Yes No

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

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☒☐

Were vendor presentations requested?

☐☒

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

This service agreement is for painting services at Public Works owned facilities. Quotes were solicited from 3 Contractors. These were Axis painting, Cardinal Painting and Premiere Painting. Premiere Painting. provided the lowest quote.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND
PREMIERE PAINTING FOR ON CALL SERVICES**

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Public Works Department, by its Board of Public Works (the “City”), and Choose Premiere Painting, LLC, dba Premiere Painting (the “Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the Services for the City as outlined in **Exhibit “A”**. Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. 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. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. **Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way. Any renewal must be agreed upon between the parties and memorialized in a renewal agreement.
 - d. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** The City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Fifty Thousand (\$50,000.00) 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. Invoices must be sent within ninety (90) days of completion of work. Invoices not sent within ninety (90) days will not be

paid. Invoices received after November 30th will be paid in the first quarter of the following year. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
5. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
6. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
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. **Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
 - a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
 - b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
 - c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
 - d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, 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. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
10. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
11. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall

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

12. **Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
13. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
14. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
15. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
16. **Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
17. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "B"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Premier Painting
Attn: J.D. Boruff, Project Manager	Attn: Tony Drescher
401 N. Morton St. suite 120	4610 W. Nestle Down Dr.
Bloomington, IN. 47404	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.

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

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

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

21. Living Wage Ordinance. Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit “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. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON
BY:

CHOOSE PREMIERE PAINTING, LLC
BY:

Kyla Cox-Deckard, Chair DATED
Board of Public Works

(Name Signed) DATED

Adam Wason, Director DATED
Department of Public Works

(Name Printed) DATED

Kerry Thomson, Mayor DATED
City of Bloomington

(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Contractor shall perform services of the following types: Painting and staining of building and site amenity surfaces, and wallpaper services. These services will be performed at City of Bloomington, Public Works Department facilities (“Services”) for a set price of:

Supervisor/Foreman -

Normal Hours at Fifty Five Dollars (\$55.00) per hour

After Hours at Eighty Two Dollars and Fifty Cents (\$82.50) per hour

Holidays at Eighty Two Dollars and Fifty Cents (\$82.50) per hour

Journeyman -

Normal Hours at Forty Five Dollars (\$45.00) per hour

After Hours at Sixty Seven Dollar and Fifty Cents (\$67.50) per hour

Holidays at Sixty Seven Dollar and Fifty Cents (\$67.50) per hour

Apprentice/ Helper -

Normal Hours at Thirty Seven Dollars (\$37.00) per hour

After Hours at Fifty Five Dollars and Fifty Cents (\$55.50) per hour

Holidays at Fifty Five Dollars and Fifty Cents (\$55.50) per hour

Materials Markup shall be 5%.

Equipment Charges shall include:

Boom Lift - \$1500 per week.

Scissor Lift - \$1100 per week.

There shall not be any Trip or Fuel/Gas charges.

Normal Hours are defined as 8am - 6pm Monday through Friday.

Holidays are defined as US Federal Holidays.

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

CONTRACT COMPLIANCE REQUIREMENTS

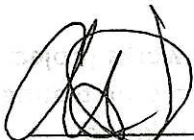
The following contract compliance requirements will be used to satisfy the requirements in BMC §2.23.180, until such a time that the Common Council of the City of Bloomington considers new code regulations concerning contracting with the city.

Anthony Dredhor [Contractor], certify that Chase Premier Painting LLC [name of company] is in compliance with the contract requirements listed below:

- Follows all federal laws and regulations relating to equal employment opportunity.
- Follows all applicable federal anti-discrimination laws.
- Has a written harassment policy that includes: (1) a definition of harassment, (2) a designated person to receive and investigate harassment complaints through a grievance procedure, and (3) a provision prohibiting retaliation against someone for filing a harassment complaint.
- Does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

I understand that no portion of this contract should be construed to conflict with any portion of federal or state laws or regulations. To the extent any portion of the contract is held to be invalid, the remainder of the contract and the application of its provisions to any other persons or circumstances shall not be affected thereby.

I understand that if the City finds that this company/business/organization has misrepresented any certification of the above provisions, notwithstanding any other enforcement provisions, the City reserves the right to immediately and without equivocation terminate the contract and any obligations contained therein.



Signed/Title

OWNER

5-31-25

Date



Board of Public Works Staff Report

Project/Event: Service Agreement for Masonry Repairs

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 6/18/25

This service agreement is for masonry repairs at Public Works owned facilities. Quotes were solicited from 3 Contractors. These were Rock Solid Masonry, Umphress Masonry, and Elite Masonry. Umphress Masonry, Inc. provided the lowest quote. Elite Masonry did not submit a quote.

Staff recommends awarding this service agreement to Umphress Masonry, Inc. for an amount not to exceed \$10,000.00. This agreement will run through 2026 with two optional one year renewals.

Respectfully submitted,

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



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: J. D. Boruff
DATE: 6/3/25
RE: Service Agreement with Umphress Masonry, Inc.

Contract Recipient/Vendor Name:	Umphress Masonry, Inc.
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-463
Due Date For Signature:	6/3/25
Expiration Date of Contract:	12/31/26
Renewal Date for Contract:	1/1/27
Total Dollar Amount of Contract:	Not to Exceed \$10,000.00
Funding Source:	1101-01-010000-53610 (Animal Care and Control) 1101-14-140000-53610 (BPD HQ and Firing Range) 2240-14-145000-53610 (Dispatch Center) 1101-19-190000-53610 (City Hall) 1101-08-080000-53610 (Fire Dept.) 7702-17-170000-53610 (Fleet Maintenance) 2520-26-260000-53610 (Parking Facilities) 6604-16-160000-53610 (Sanitation) 2201-20-200000-53610 (Street Division)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
EEO Statement (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: This service agreement is for masonry repairs at Public Works owned facilities. Quotes were solicited from 3 Contractors: Rock Solid Masonry, Umphress Masonry, and Elite Masonry. Umphress Masonry, Inc. provided the lowest quote. Elite Masonry did not submit a quote.

City of Bloomington Contract and Purchase Justification Form

Vendor: Umphress Masonry, Inc

Contract Amount: \$10,000.00

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

PURCHASE INFORMATION

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

☒

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 2

Yes No

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

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☒☐

Were vendor presentations requested?

☐☒

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

Quotes were solicited from 3 Contractors. These were Rock Solid Masonry, Umphress Masonry, and Elite Masonry. Umphress Masonry, Inc. provided the lowest quote. Elite Masonry did not submit a quote.

J.D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND
UMPHRESS MASONRY, INC. FOR ON CALL SERVICES**

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Public Works Department, by its Board of Public Works (the “City”), and Umphress Masonry, Inc. (the “Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the Services for the City as outlined in **Exhibit “A”**. Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. 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. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. **Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way. Any renewal must be agreed upon between the parties and memorialized in a renewal agreement.
 - d. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** The City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Ten Thousand (\$10,000.00) 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. Invoices must be sent within ninety (90) days of completion of work. Invoices not sent within ninety (90) days will not be

paid. Invoices received after November 30th will be paid in the first quarter of the following year. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
5. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
6. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
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. **Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
 - a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
 - b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
 - c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
 - d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, 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. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
10. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
11. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall

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

12. **Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
13. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
14. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
15. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
16. **Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
17. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "B"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Umphress Masonry, Inc.
Attn: J.D. Boruff, Project Manager	Attn: Heather Umphress
401 N. Morton St. suite 120	1094 Erie Church Road
Bloomington, IN. 47404	Bedford, IN. 47421

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

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

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

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

21. Living Wage Ordinance. Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit “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. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON
BY:

UMPHRESS MASONRY, INC.
BY:

Kyla Cox-Deckard, Chair DATED
Board of Public Works

(Name Signed) DATED

Adam Wason, Director DATED
Department of Public Works

(Name Printed) DATED

Kerry Thomson, Mayor DATED
City of Bloomington

(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Contractor shall perform services of the following types: Masonry repairs, maintenance, and restoration. These services will be performed at City of Bloomington, Public Works Department facilities (“Services”) for a set price of:

All personnel -

Normal Hours at Sixty Five Dollars (\$65.00) per hour

After Hours at Ninety Seven Dollars and Fifty Cents (\$97.50) per hour

Holidays at Ninety Seven Dollars and Fifty Cents (\$97.50) per hour

Equipment charges shall only apply to Lifts and Heavy Equipment.

Materials Markup shall be 10%.

There may be an additional charge for portable bathrooms.

There shall not be any Trip or Fuel/Gas charges.

Normal Hours are defined as 7am - 4pm Monday through Friday.

Holidays are defined as US Federal Holidays.

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



Board of Public Works Staff Report

Project/Event: Service Agreement for Plumbing Repairs

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 6/18/25

This service agreement is for plumbing repairs at Public Works owned facilities. Quotes were solicited from three Contractors: Riverway Plumbing & Mechanical, Harrell-Fish, Inc. and Commercial Service of Bloomington. Harrell-Fish, Inc. was the lowest responsive quote.

Staff recommends awarding this service agreement to Harrell-Fish, Inc. for an amount not to exceed \$90,000.00. This agreement will run through 2026 with two optional one year renewals.

Respectfully submitted,

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



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: J. D. Boruff
DATE: 6/18/25
RE: Service Agreement for Plumbing Services

Contract Recipient/Vendor Name:	Harrell-Fish, Inc.
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-466
Due Date For Signature:	6/18/25
Expiration Date of Contract:	12/31/26
Renewal Date for Contract:	1/1/27
Total Dollar Amount of Contract:	Not to Exceed \$90,000.00
Funding Source:	1101-01-010000-53610 (Animal Care and Control) 1101-14-140000-53610 (BPD HQ and Firing Range) 2240-14-145000-53610 (Dispatch Center) 1101-19-190000-53610 (City Hall) 1101-08-080000-53610 (Fire Dept.) 7702-17-170000-53610 (Fleet Maintenance) 2520-26-260000-53610 (Parking Facilities) 6604-16-160000-53610 (Sanitation) 2201-20-200000-53610 (Street Division)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
EEO Statement (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: This is a Service Agreement for plumbing services at Public Works owned facilities. Quotes were solicited from three Contractors: Riverway

Plumbing & Mechanical, Harrell-Fish, Inc. and Commercial Service of Bloomington.
Harrell-Fish, Inc. was the lowest responsive quote.

City of Bloomington Contract and Purchase Justification Form

Vendor: Harrell-Fish, Inc

Contract Amount: 90,000.00

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

PURCHASE INFORMATION

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

☒

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 3

Yes No

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

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☐☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☒☐

Were vendor presentations requested?

☐☒

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

This service agreement is for plumbing repairs at Public Works owned facilities. Quotes were solicited from three Contractors: Riverway Plumbing & Mechanical, Harrell-Fish, Inc. and Commercial Service of Bloomington. Harrell-Fish, Inc. was the lowest responsive quote.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND
HARRELL-FISH, INC. FOR ON CALL SERVICES**

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Public Works Department, by its Board of Public Works (the “City”), and Harrell-Fish, Inc. (the “Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the Services for the City as outlined in **Exhibit “A”**. Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. 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. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. **Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way. Any renewal must be agreed upon between the parties and memorialized in a renewal agreement.
 - d. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** The City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Ninety Thousand Dollars (\$90,000.00). 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. Invoices must be sent within ninety (90) days of completion of work. Invoices not sent within ninety (90) days will not be

paid. Invoices received after November 30th will be paid in the first quarter of the following year. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
5. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
6. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
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. **Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
 - a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
 - b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
 - c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
 - d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, 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. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
10. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
11. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall

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

12. **Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
13. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
14. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
15. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
16. **Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
17. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "B"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Harrell-Fish, Inc.
Attn: J.D. Boruff, Project Manager	Attn: Aaron Wagoner
401 N. Morton St. suite 120	1331 S. Curry Pike
Bloomington, IN. 47404	Bloomington, IN. 47403

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

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

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

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

21. Living Wage Ordinance. Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit “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. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON
BY:

HARRELL-FISH, INC.
BY:

Kyla Cox-Deckard, Chair DATED
Board of Public Works

(Name Signed) DATED

Adam Wason, Director DATED
Department of Public Works

(Name Printed) DATED

Kerry Thomson, Mayor DATED
City of Bloomington

(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Contractor shall perform repair and construction services of the following types: General plumbing. These services will be performed at City of Bloomington, Public Works Department facilities (“Services”) for the set prices of:

For Supervisor, Foreman, Journeyman, Technician personnel -
Normal Hours at One Hundred One Dollars (\$101.00) per hour.
After Hours at One Hundred Sixteen Dollars (\$116.00) per hour.
Holidays at One Hundred Fifty Three Dollars (\$153.00) per hour.

For Apprentice, Helper personnel -
Normal Hours at Eighty Three Dollars (\$83.00) per hour.
After Hours at One Hundred Ten Dollars (\$110.00) per hour.
Holidays at One Hundred Thirty Nine Dollars (\$139.00) per hour.

There shall not be any Trip Charges or Fuel/Gas Surcharges.

Materials Markup shall not exceed 25%.

Equipment Charges shall include:

Sewer Camera \$250.00

Sewer Machine \$150.00

Consumables Charge shall be \$50.00.

Normal Business Hours are defined as 7:30am - 4:30pm Monday through Friday.

Holidays are defined as U.S. Federal Holidays.

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

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

Updated May 13, 2025

To: Prospective Bidders/Vendors/Grant Recipients

RE: Equal Employment Plan, Living Wage Ordinance, and Drug Testing Policy

FROM: Anna Lamberti Holmes, Assistant City Attorney/Contract Compliance Officer

EQUAL EMPLOYMENT OPPORTUNITY:

The City is implementing a temporary contract compliance process that covers specifically what long-standing federal law protects: (1) nondiscrimination of protected classes; (2) anti-harassment; (3) grievance processes for discrimination and harassment; and (4) prohibition of retaliation. The following contract compliance process will be used to satisfy the requirements in BMC §2.23.180 until such a time that the Common Council of the City of Bloomington considers new code regulations concerning contracting with the City.

All bidders, quoters, vendors, and grant recipients with the City of Bloomington for projects in excess of \$10,000.00 must submit the attached contract compliance certification form prior to submitting a bid or as part of your bid packet by the bid deadline.

The attached contract compliance certification form *replaces* the previously required AAP and workforce breakdown form and must be on file in the legal department. The legal department will provide a letter acknowledging receipt of the certification form and providing a date for an annual review of the certification.

LIVING WAGE: Contractors that are considered “covered employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance” or “LWO,” are required to pay their covered employees at least a living wage. Currently, the living wage is \$16.22 per hour for covered employees. Up to 15% of that amount, or \$2.43, may be in the form of the covered employer’s contribution to health insurance available to the covered employee.

If the City determines the successful bidder is a covered employer under the LWO, Contractor shall execute the Living Wage Ordinance Affidavit; shall abide by the LWO by paying their employees a living wage and providing the City with information requested in the course of enforcing the LWO; and shall post the Living Wage Poster, provided on the last page of this packet, in areas frequented by their covered employees.

The attached flow chart provides guidance on whether the contractor is a "covered employer."

DRUG TEST POLICY: Finally, please be aware that if you are submitting a bid for a public works project with an estimated cost of \$150,000.00 or more, you will need to submit your company’s written drug testing plan with your bid. Your plan must comply with I.C. §4-13-18 *et seq.* Failure to do so may make you ineligible to be awarded a bid or contract. Please see your bid packet for more details.

If you have any questions, contact the City’s Legal Department at 812.349.3426 or email the City at legal@bloomington.in.gov. The office hours are Monday through Friday, 8-5.

CONTRACT COMPLIANCE REQUIREMENTS

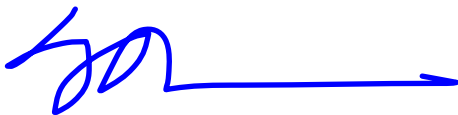
The following contract compliance requirements will be used to satisfy the requirements in BMC §2.23.180, until such a time that the Common Council of the City of Bloomington considers new code regulations concerning contracting with the city.

I, Steve Dawson [Contractor], certify that Harrell-Fish, Inc. [name of company] is in compliance with the contract requirements listed below:

- Follows all federal laws and regulations relating to equal employment opportunity.
- Follows all applicable federal anti-discrimination laws.
- Has a written harassment policy that includes: (1) a definition of harassment, (2) a designated person to receive and investigate harassment complaints through a grievance procedure, and (3) a provision prohibiting retaliation against someone for filing a harassment complaint.
- Does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

I understand that no portion of this contract should be construed to conflict with any portion of federal or state laws or regulations. To the extent any portion of the contract is held to be invalid, the remainder of the contract and the application of its provisions to any other persons or circumstances shall not be affected thereby.

I understand that if the City finds that this company/business/organization has misrepresented any certification of the above provisions, notwithstanding any other enforcement provisions, the City reserves the right to immediately and without equivocation terminate the contract and any obligations contained therein.



Steve Dawson CEO

6/10/25

Signed/Title

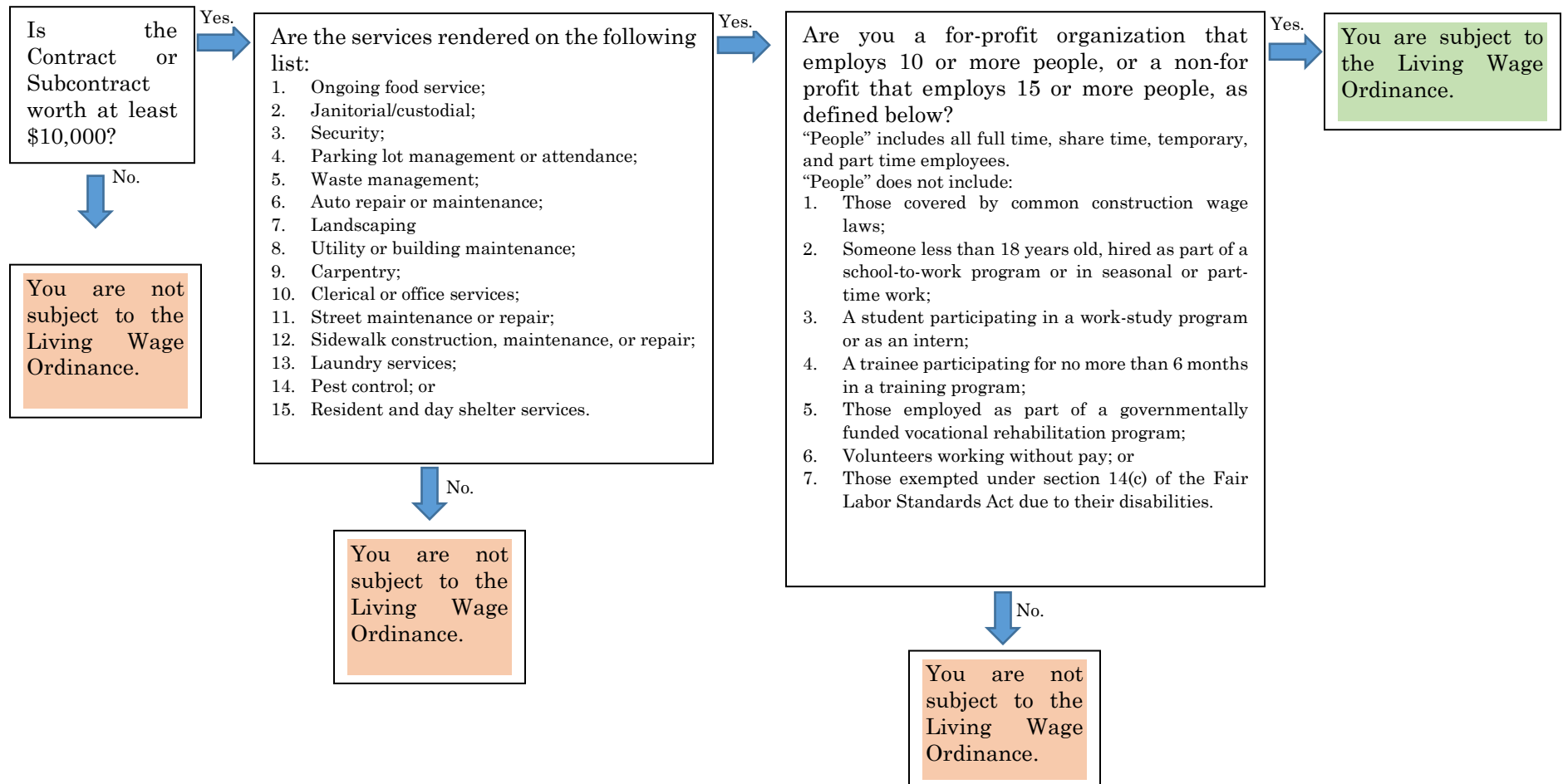
Date

The City of Bloomington (CoB) Living Wage Ordinance (LWO) applies to three groups of employers:

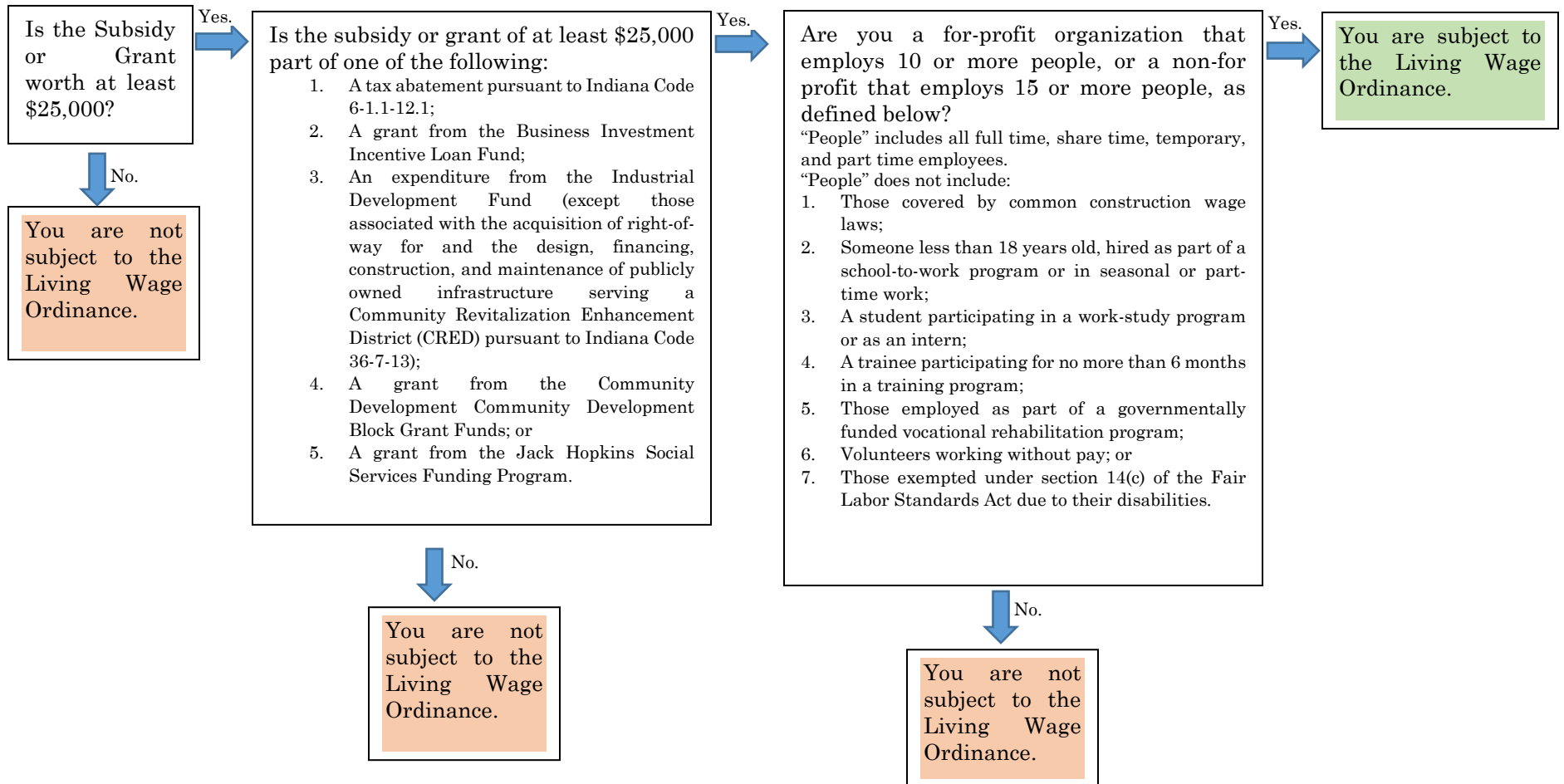
- 1) The CoB;
- 2) Companies that provide services to the CoB through contracts or subcontracts; or
- 3) Organizations that receive CoB subsidies or grants.

As an employer under categories 2 or 3, you may or may not be subject to the LWO. To find out, follow the applicable flow chart, below, or contact the City Legal Department.

Companies that Provide Services to the CoB through Contracts or Subcontracts (“Agreement”)



Companies or Organizations that Receive CoB Subsidies or Grants





Board of Public Works Staff Report

Project/Event: Service Agreement for HVAC Repairs

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 6/18/25

This service agreement is for HVAC repairs at Public Works owned facilities. It is a sole-source agreement approved by the Office of the Controller.

Staff recommends awarding this service agreement to Harrell-Fish, Inc. for an amount not to exceed \$175,000.00. This agreement will run through 2026 with two optional one year renewals.

Respectfully submitted,

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



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: J. D. Boruff
DATE: 6/18/25
RE: Service Agreement for Plumbing Services

Contract Recipient/Vendor Name:	Harrell-Fish, Inc.
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-467
Due Date For Signature:	6/18/25
Expiration Date of Contract:	12/31/26
Renewal Date for Contract:	1/1/27
Total Dollar Amount of Contract:	Not to Exceed \$175,000.00
Funding Source:	1101-01-010000-53610 (Animal Care and Control) 1101-14-140000-53610 (BPD HQ and Firing Range) 2240-14-145000-53610 (Dispatch Center) 1101-19-190000-53610 (City Hall) 1101-08-080000-53610 (Fire Dept.) 7702-17-170000-53610 (Fleet Maintenance) 2520-26-260000-53610 (Parking Facilities) 6604-16-160000-53610 (Sanitation) 2201-20-200000-53610 (Street Division)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
EEO Statement (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: This is a Service Agreement for HVAC services at Public Works owned facilities. It is a sole-source agreement approved by the Office of the Controller.



APPROVAL TO USE SPECIAL PURCHASING METHOD

Check the box for the purchasing method this request applies to

Auction Purchase	<input type="checkbox"/>	Equipment Compatibility	<input type="checkbox"/>	GSA Special Pricing	<input type="checkbox"/>	No response to RFQ/ITB	<input type="checkbox"/>
Licensing Agreement	<input type="checkbox"/>	Governmental Discount	<input type="checkbox"/>	Single/Sole Source	<input checked="" type="checkbox"/>	Impair City Operations	<input type="checkbox"/>

Email this Request Form to Jessica McClellan: jessica.mcclellan@bloomington.in.gov

- 1) Request Date 6/10/25
- 2) Requestor Name J. D. Boruff
Department Public Works
Telephone and E-mail 812-325-2952 boruffj@bloomimngton.in.gov
- 3) Value of Proposed Contract or Purchase \$ \$175,000.00
Recommended Vendor Harrell-Fish, Inc.
Budget Line 101-01-010000-53610 (Animal Care and Control) 101-19-190000-53610 (City Hall)
- 4) Enter item description: Service agreement for HVAC at Public Works Facilities

Detail Justification that Validates Special Purchasing Method. Please attach any supporting documents.

OOTC has previously given verbal approval for a sole source service agreement with HFI for HVAC work at Public Works facilities based on the nature of the systems (primarily at City Hall) and HFI's history with them.

Describe the product or service the vendor will provide and explain why this meets the special purchasing method checked above.

The HVAC system at City Hall is made up of several major components that are integrated together. HFI initially installed this system in 1995 and has maintained it since.

Detail the research performed to determine this purchase method is the best solution for the city.

See above

Describe why this vendor and solution was chosen.

See above.

Approved By:

Jessica
McClellan

Digitally signed by Jessica
McClellan
Date: 2025.06.10 14:20:40
-04'00'

Jessica McClellan

Date

Department Head

06.11.2025

Date

**AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND
HARRELL-FISH, INC. FOR ON CALL SERVICES**

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Public Works Department, by its Board of Public Works (the “City”), and Harrell-Fish, Inc. (the “Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the Services for the City as outlined in **Exhibit “A”**. Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. 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. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. **Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way. Any renewal must be agreed upon between the parties and memorialized in a renewal agreement.
 - d. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** The City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed One Hundred Seventy Five Thousand Dollars (\$175,000.00). 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. Invoices must be sent within ninety (90) days of completion of work. Invoices not sent within

ninety (90) days will not be paid. Invoices received after November 30th will be paid in the first quarter of the following year. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
5. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
6. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
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. **Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
 - b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
 - c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
 - d. Umbrella/Excess Liability with a required limit of \$1,000,000.
 - e. Cyber Attack and Cyber Extortion.
 - i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
 - ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
 - iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
 - f. Network Security Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (per occurrence) of \$10,000.
 - g. Electronic Media Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (Per Occurrence) of \$10,000.
 - h. Fraudulent Impersonator Coverage.
 - i. Limit (Annual Aggregate) of \$250,000; and
 - ii. Deductible (Per Occurrence) of \$5,000.

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

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

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

regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

17. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “B”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.
18. **Non-Collusion.** Contractor certifies that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.
19. **Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Harrell-Fish, Inc.
Attn: J.D. Boruff, Project Manager	Attn: Aaron Wagoner
401 N. Morton St. suite 120	1331 S. Curry Pike
Bloomington, IN. 47404	Bloomington, IN. 47403

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

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

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

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

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

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON
BY:

HARRELL-FISH, INC.
BY:

Kyla Cox-Deckard, Chair DATED
Board of Public Works

(Name Signed) DATED

Adam Wason, Director DATED
Department of Public Works

(Name Printed) DATED

Kerry Thomson, Mayor DATED
City of Bloomington

(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Contractor shall perform repair and construction services of the following types: General HVAC maintenance and repair. These services will be performed at City of Bloomington, Public Works Department facilities (“Services”) for the set prices of:

For Supervisor, Foreman, Journeyman, Technician personnel -
Normal Hours at One Hundred One Dollars (\$101.00) per hour.
After Hours at One Hundred Sixteen Dollars (\$116.00) per hour.
Holidays at One Hundred Fifty Three Dollars (\$153.00) per hour.

For Apprentice, Helper personnel -
Normal Hours at Eighty Three Dollars (\$83.00) per hour.
After Hours at One Hundred Ten Dollars (\$110.00) per hour.
Holidays at One Hundred Thirty Nine Dollars (\$139.00) per hour.

There shall not be any Trip Charges or Fuel/Gas Surcharges.

Materials Markup shall not exceed 25%.

Consumables Charge shall be \$50.00.

Normal Business Hours are defined as 7:30am - 4:30pm Monday through Friday.

Holidays are defined as U.S. Federal Holidays.

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

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

Updated May 13, 2025

To: Prospective Bidders/Vendors/Grant Recipients

RE: Equal Employment Plan, Living Wage Ordinance, and Drug Testing Policy

FROM: Anna Lamberti Holmes, Assistant City Attorney/Contract Compliance Officer

EQUAL EMPLOYMENT OPPORTUNITY:

The City is implementing a temporary contract compliance process that covers specifically what long-standing federal law protects: (1) nondiscrimination of protected classes; (2) anti-harassment; (3) grievance processes for discrimination and harassment; and (4) prohibition of retaliation. The following contract compliance process will be used to satisfy the requirements in BMC §2.23.180 until such a time that the Common Council of the City of Bloomington considers new code regulations concerning contracting with the City.

All bidders, quoters, vendors, and grant recipients with the City of Bloomington for projects in excess of \$10,000.00 must submit the attached contract compliance certification form prior to submitting a bid or as part of your bid packet by the bid deadline.

The attached contract compliance certification form *replaces* the previously required AAP and workforce breakdown form and must be on file in the legal department. The legal department will provide a letter acknowledging receipt of the certification form and providing a date for an annual review of the certification.

LIVING WAGE: Contractors that are considered “covered employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance” or “LWO,” are required to pay their covered employees at least a living wage. Currently, the living wage is \$16.22 per hour for covered employees. Up to 15% of that amount, or \$2.43, may be in the form of the covered employer’s contribution to health insurance available to the covered employee.

If the City determines the successful bidder is a covered employer under the LWO, Contractor shall execute the Living Wage Ordinance Affidavit; shall abide by the LWO by paying their employees a living wage and providing the City with information requested in the course of enforcing the LWO; and shall post the Living Wage Poster, provided on the last page of this packet, in areas frequented by their covered employees.

The attached flow chart provides guidance on whether the contractor is a "covered employer."

DRUG TEST POLICY: Finally, please be aware that if you are submitting a bid for a public works project with an estimated cost of \$150,000.00 or more, you will need to submit your company’s written drug testing plan with your bid. Your plan must comply with I.C. §4-13-18 *et seq.* Failure to do so may make you ineligible to be awarded a bid or contract. Please see your bid packet for more details.

If you have any questions, contact the City’s Legal Department at 812.349.3426 or email the City at legal@bloomington.in.gov. The office hours are Monday through Friday, 8-5.

CONTRACT COMPLIANCE REQUIREMENTS

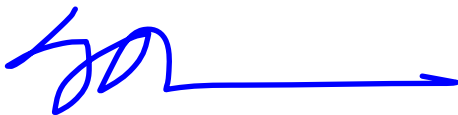
The following contract compliance requirements will be used to satisfy the requirements in BMC §2.23.180, until such a time that the Common Council of the City of Bloomington considers new code regulations concerning contracting with the city.

I, Steve Dawson [Contractor], certify that Harrell-Fish, Inc. [name of company] is in compliance with the contract requirements listed below:

- Follows all federal laws and regulations relating to equal employment opportunity.
- Follows all applicable federal anti-discrimination laws.
- Has a written harassment policy that includes: (1) a definition of harassment, (2) a designated person to receive and investigate harassment complaints through a grievance procedure, and (3) a provision prohibiting retaliation against someone for filing a harassment complaint.
- Does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

I understand that no portion of this contract should be construed to conflict with any portion of federal or state laws or regulations. To the extent any portion of the contract is held to be invalid, the remainder of the contract and the application of its provisions to any other persons or circumstances shall not be affected thereby.

I understand that if the City finds that this company/business/organization has misrepresented any certification of the above provisions, notwithstanding any other enforcement provisions, the City reserves the right to immediately and without equivocation terminate the contract and any obligations contained therein.



Steve Dawson CEO

6/10/25

Signed/Title

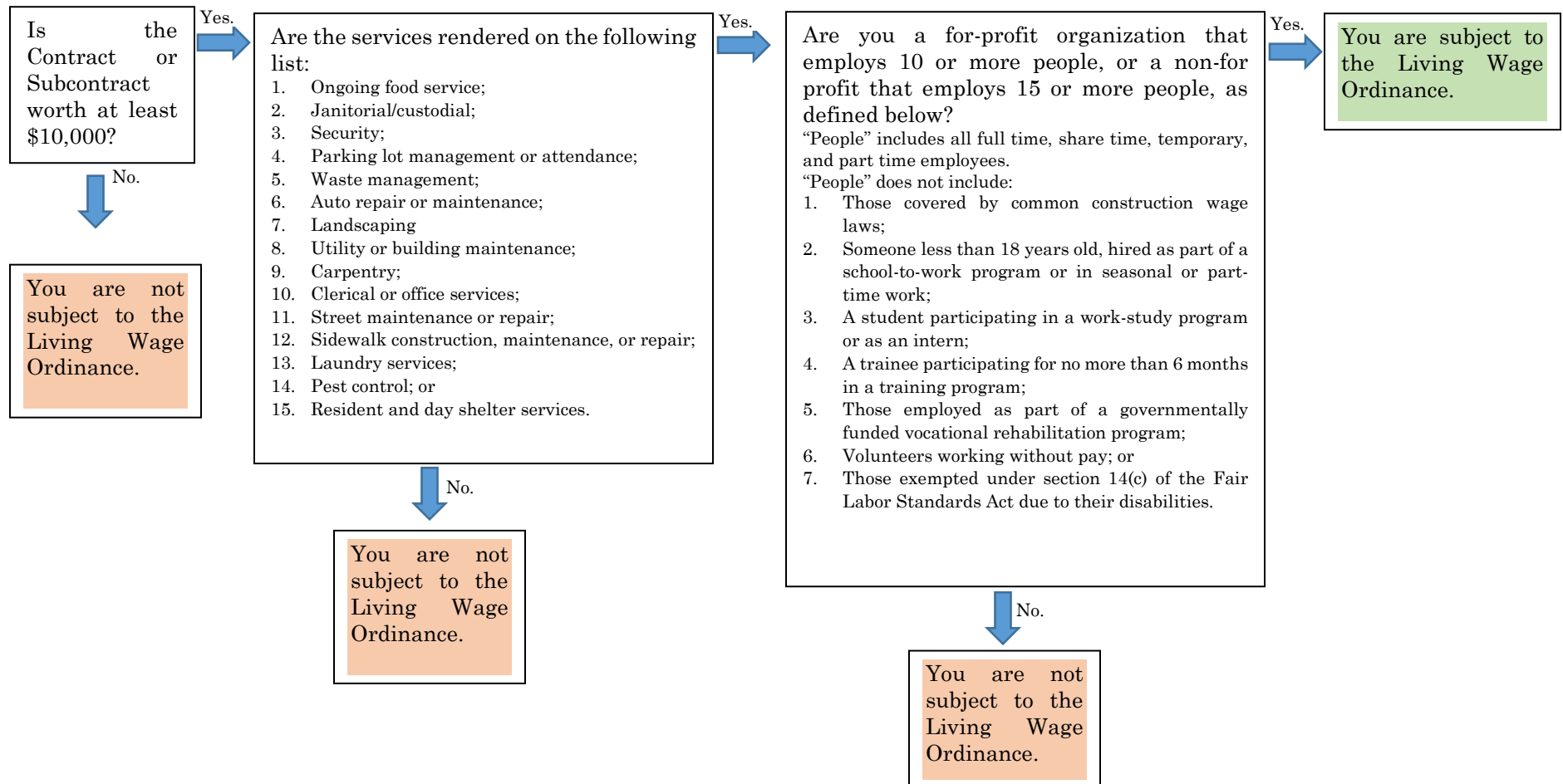
Date

The City of Bloomington (CoB) Living Wage Ordinance (LWO) applies to three groups of employers:

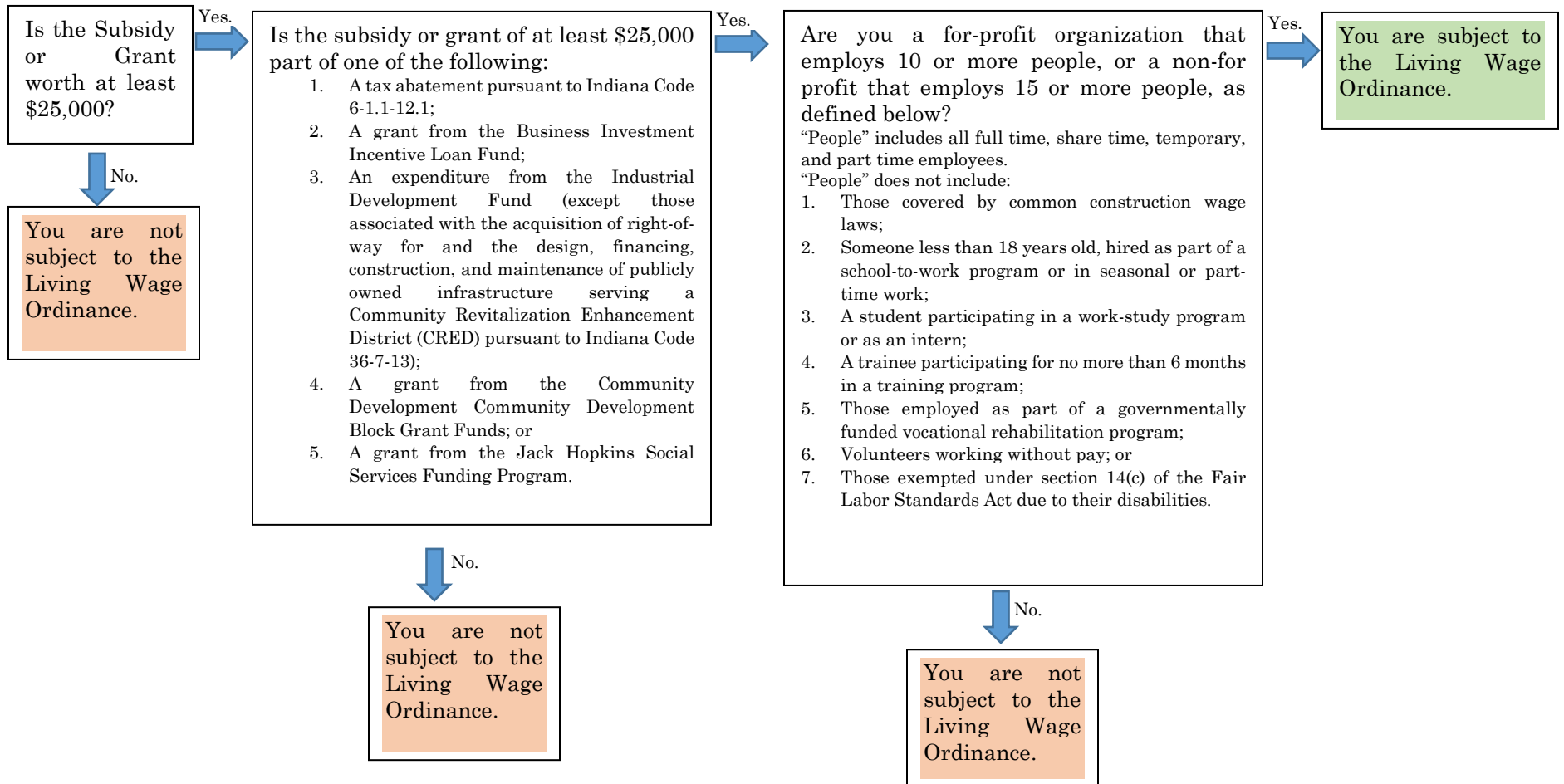
- 1) The CoB;
- 2) Companies that provide services to the CoB through contracts or subcontracts; or
- 3) Organizations that receive CoB subsidies or grants.

As an employer under categories 2 or 3, you may or may not be subject to the LWO. To find out, follow the applicable flow chart, below, or contact the City Legal Department.

Companies that Provide Services to the CoB through Contracts or Subcontracts (“Agreement”)



Companies or Organizations that Receive CoB Subsidies or Grants





Board of Public Works Staff Report

Project/Event: Service Agreement for Equipment and Furniture Moving Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 6/18/25

This is a service agreement for moving furniture and equipment at Public Works Owned facilities. Staff recommends approval of this agreement with A Craft Moving and Storage, Inc. DBA Soft Touch Moving for a not to exceed amount of \$4,500.00.

Respectfully submitted,

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



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham

FROM: J.D. Boruff

DATE: 6/18/25

RE: Service Agreement for equipment and furniture moving services

Contract Recipient/Vendor Name:	A Craft Moving and Storage, Inc. (dba Soft Touch Moving)
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J.D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-468
Due Date For Signature:	6/18/2025
Expiration Date of Contract:	12/31/26
Renewal Date for Contract:	1/1/2027 (2 optional 1 year renewals)
Total Dollar Amount of Contract:	\$ 4,500.00
Funding Source:	1101-01-010000-53610 (Animal Care and Control) 1101-14-140000-53610 (BPD HQ and Firing Range) 2240-14-145000-53610 (Dispatch Center) 1101-19-190000-53610 (City Hall) 1101-08-080000-53610 (Fire Dept.) 7702-17-170000-53610 (Fleet Maintenance) 2520-26-260000-53610 (Parking Facilities) 6604-16-160000-53610 (Sanitation) 2201-20-200000-53610 (Street Division)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: This is a service agreement with Soft Touch Moving for moving furniture and equipment at Public Works Owned facilities. Staff recommends approval of this agreement for a not to exceed amount of \$4,500.00.

City of Bloomington Contract and Purchase Justification Form

Vendor: A Craft Moving and Storage DBA Soft Touch
Moving

Contract Amount: \$ 4,500.00

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 1			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This agreement was not put put for bid because the contract amount is less than \$ 5,000.00
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

We have worked with this vendor in the past and have been more than satisfied with their work.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND
A CRAFT MOVING AND STORAGE, INC. DBA SOFT TOUCH MOVING FOR ON
CALL SERVICES**

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Public Works Department, by its Board of Public Works (the “City”), and A Craft Moving and Storage, Inc. DBA Soft Touch Moving (the “Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the Services for the City as outlined in **Exhibit “A”**. Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. 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. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way. Any renewal must be agreed upon between the parties and memorialized in a renewal agreement.
 - d. Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
- 3. Compensation.** The City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Four Thousand Five Hundred Dollars (\$4,500.00). 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. Invoices must be sent

within ninety (90) days of completion of work. Invoices not sent within ninety (90) days will not be paid. Invoices received after November 30th will be paid in the first quarter of the following year. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
5. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
6. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
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. **Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
 - b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
 - c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
 - d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, 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. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
10. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

11. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
12. **Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
13. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
14. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
15. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
16. **Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
17. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "B"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	A Craft Moving and Storage, Inc. DBA Soft Touch Moving
Attn: J.D. Boruff, Project Manager	Attn: John Craft
401 N. Morton St. suite 120	PO Box 1777
Bloomington, IN. 47404	Bloomington, IN. 47402

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

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

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

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

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

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON

**A CRAFT MOVING AND
STORAGE, INC. DBA SOFT
TOUCH MOVING**

BY:

BY:

Kyla Cox-Deckard, Chair DATED
Board of Public Works

(Name Signed) DATED

Adam Wason, Director DATED
Department of Public Works

(Name Printed) DATED

Kerry Thomson, Mayor DATED
City of Bloomington

(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Contractor shall perform repair and construction services of the following types: moving of equipment and furniture. These services will be performed at City of Bloomington, Public Works Department facilities (“Services”) for the set prices of:

For all personnel -

Week Day Hours at Eighty Five Dollars (\$85.00) per hour.

Saturday Hours at One Hundred Twenty Seven Dollars (\$127.00) per hour.

There shall be a Trip Charge of One Hundred Seventy Dollars (\$170.00) per hour. Local moves in Bloomington will have a Thirty (30) minute charge equal to Eighty Five Dollars (\$85.00).

There shall be a Truck Charge of One Hundred Dollars (\$100.00) per move.

There shall not be any Materials Markup or Consumables Charge.

Holidays are defined as U.S. Federal Holidays.

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



Board of Public Works Staff Report

Project/Event: Service Agreement for Overhead Door Repairs

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 6/18/25

This Service Agreement is for maintenance and repair of overhead doors at Public Works Owned facilities. Quotes were solicited from three Contractors, two of which responded. Bruce Home Improvements, Inc. was the lowest responsive quote.

Staff recommends awarding this service agreement to Bruce Home Improvements, Inc. for an amount not to exceed \$10,000.00. This agreement will run through 2026 with two optional one year renewals.

Respectfully submitted,

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



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: J. D. Boruff
DATE: 6/18/25
RE: Service Agreement for Overhead Door Services

Contract Recipient/Vendor Name:	Bruce Home Improvements, Inc.
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-465
Due Date For Signature:	6/18/25
Expiration Date of Contract:	12/31/26
Renewal Date for Contract:	1/1/27
Total Dollar Amount of Contract:	Not to Exceed \$10,000.00
Funding Source:	1101-01-010000-53610 (Animal Care and Control) 1101-19-190000-53610 (City Hall) 7702-17-170000-53610 (Fleet Maintenance) 2520-26-260000-53610 (Parking Facilities) 6604-16-160000-53610 (Sanitation) 2201-20-200000-53610 (Street Division)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
EEO Statement (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

Summary of Contract: This Service Agreement is for maintenance and repair of overhead doors at Public Works Owned facilities. Quotes were solicited from three Contractors, two of which responded. Bruce Home Improvements, Inc. was the lowest responsive quote.

City of Bloomington Contract and Purchase Justification Form

Vendor: Bruce Home Improvements, Inc.

Contract Amount: \$10,000.00

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

PURCHASE INFORMATION

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

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

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

	Yes	No	Yes	No
# of Submittals: 3			Was the lowest cost selected? (If no, please state below why it was not.)	
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

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

This is a Service Agreement with Bruce Home Improvements, Inc. for maintenance and repair of overhead doors at Public Works Owned facilities. Three quotes were solicited. Two contractors were responsive. Bruce Home Improvements provided the lowest quote for these services.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND
BRUCE HOME IMPROVEMENTS, INC. FOR ON CALL SERVICES**

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and its Public Works Department, by its Board of Public Works (the “City”), and Bruce Home Improvements, Inc. (the “Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the Services for the City as outlined in **Exhibit “A”**. Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. 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. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. **Renewal.** This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way. Any renewal must be agreed upon between the parties and memorialized in a renewal agreement.
 - d. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** The City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Ten Thousand Dollars (\$10,000.00). 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. Invoices must be sent within ninety (90) days of completion of work. Invoices not sent within ninety (90) days will not be

paid. Invoices received after November 30th will be paid in the first quarter of the following year. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
5. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
6. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
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. **Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
 - b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
 - c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
 - d. Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, 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. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
10. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
11. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall

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

12. **Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
13. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
14. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
15. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
16. **Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
17. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "B"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Bruce Home Improvements, Inc.
Attn: J.D. Boruff, Project Manager	Attn: Rob Bruce
401 N. Morton St. suite 120	5200 South College Drive
Bloomington, IN. 47404	Bloomington, IN. 47403

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

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

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

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

21. Living Wage Ordinance. Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit “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. Intent and Authority to Bind. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON
BY:

Bruce Home Improvements, Inc.
BY:

Kyla Cox-Deckard, Chair DATED
Board of Public Works

(Name Signed) DATED

Adam Wason, Director DATED
Department of Public Works

(Name Printed) DATED

Kerry Thomson, Mayor DATED
City of Bloomington

(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

Contractor shall perform services of the following types: Overhead door maintenance and service. These services will be performed at City of Bloomington, Public Works Department facilities (“Services”) for the set prices of:

Two Hundred Thirty Dollars (\$230.00) per hour for the first hour and One Hundred Thirty Dollars (\$130.00) per hour for subsequent hours for a Technician during Normal Business Hours.

Sixty Five Dollars (\$65.00) per hour for a Laborer during Normal Business Hours.

Any work performed outside of Normal Business Hours, including evenings, weekends, and holidays, shall be performed at the same rates, and shall include a One Hundred Dollar (\$100.00) trip charge.

There shall be an equipment charge of One Hundred Twenty-Five Dollars (\$125.00) for the use of a lift.

There shall not be any Fuel/Gas Surcharge, Materials Markup, or other equipment Charges.

Business Hours are defined as 7am - 5pm Monday through Friday.

Holidays are defined as US Federal Holidays.

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

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

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/13/2025	Payroll				711,570.45
					<u>711,570.45</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 711,570.45**

Dated this 18th day of June year of 2025.

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

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Change Order #4, #5, Winslow, Rogers Resurfacing Project
Petitioner/Representative: Engineering Department
Staff Representative: Jason Kerr
Date: June 17th, 2025

Report: This project is for asphalt milling and resurfacing, curb, curb ramp, and crosswalk median installations on Winslow Rd and Rogers Rd.

Change Order #4 - Original estimate of LFT for sign post did not account for the actual length of the needed sign post. Additional quantity is being added through this change order to reflect the plan quantity. No additional days are being added with this change order.

Change Order #5 - The curb ramp cross slope is required to be 2.0% maximum to meet PROWAG requirements. The contractor constructed the curb ramp at this requirement that resulted in the elevation of the south edge of the curb ramp to be approximately 7.5 inches above the existing pavement elevation. To address the elevation issue the curb & gutter removal and replacement needs to extend approximately 15' south of the curb ramp to allow for a smooth transition of the roadway to the curb ramp elevation. Milestone has agreed to cover some of the work at their own expense to remedy the situation. Milestones portions of quantities and cost are not listed in this change order. This change order will add 1 day to the project timeline.

Initial Contract Price - \$ 1,340,000.00

Previous CO #1- #3- \$ 62,461.84

Change Order #4 – \$ 1,225.00

Change Order #5 – \$ 2,381.10

New Contract Price – \$1,406,067.94

Net Addition Change - \$ 3,606.10

Note: Change orders will add 1 day to the time limit on this project.



CONTRACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Engineering Department
DATE: June 17th, 2025
RE: Approve Change Orders #4, #5 for Winslow, Rogers
Resurfacing Project

Contract Recipient/Vendor Name:	Milestone Contractors, LP
Department Head Initials of Approval:	Andrew Cibor
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jason Kerr
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2038
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-472
Due Date For Signature:	6/18/2025
Expiration Date of Contract:	Estimated July of 2027
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	Original Contract \$1,340,000.00 CO #1-#3 \$ 62,461.84 CO #4 \$ 1,225.00 CO #5 \$ 2,381.10 Final Contract \$1,406,067.94
Funding Source:	DPW-Not CCMG Eligible, 2203-20-2000000-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Contract Compliance Certification Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This project is for asphalt milling and resurfacing, curb, curb ramp, and crosswalk median installations on Winslow and Rogers Rd. These change orders are for additional linear feet of sign post, not originally accounted for. The second is for changes to curb and gutters that, after properly installed,

was noticed to be higher than the roadway. This is for removal and redesign of the curb and gutter and additional asphalt to create a smooth transition of the roadway. The contract price is at \$1,402,461.84 with previous change orders #1-#3. These current change orders will be in addition of \$3,606.10, bringing the new contract cost to \$1,406,067.94.

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors LP

Contract Amount: \$1,406,067.94

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: N/A			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div style="text-align: center;"> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>This is a change order in compliance with the contract documents.</p>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Contract Price	\$1,340,000.00
Previous Change Orders #1-#3	+ \$ 62,461.84
Change Order #4	+ \$ 1,225.00
Change Order #5	+ \$ 2,381.10
Final Contract	\$1,406,067.94

 Jason Kerr

Print/Type Name

 Project Manager

Print/Type Title

 Engineering

Department



City of Bloomington, Indiana

Change Order Details

Winslow, Rogers (Allendale-Sare) Resurfacing

Description	The project shall include, but is not limited to, asphalt resurfacing, pavement markings, curb replacement, curb ramp modifications, and stormwater infrastructure updates on Winslow Road and Rogers Road between Allendale Drive and Sare Road.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	4
Status	Pending
Date Created	05/14/2025
Type	Errors and Omissions
Summary	Additional sign post.
Change Order Description	Original estimate of LFT for sign post did not account for the actual length of the needed sign post. Additional quantity is being added through this change order to reflect the plan quantity. No additional days are being added with this change order.
Awarded Project Amount	\$1,340,000.00
Authorized Project Amount	\$1,340,000.00
Change Order Amount	\$1,225.00
Revised Project Amount	\$1,341,225.00

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 3 - East									
0145	802-05704	LFT	\$25.000	72.000	\$1,800.00	49.000	\$1,225.00	121.000	\$3,025.00
SIGN POST, SQUARE, TYPE 1, UNREINFORCED ANCHOR BASE									
Reason: Additional LFT added to match plan quantities.									
			Funding Details						
CBU				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
CBU Not CCMG Eligible				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Council Sidewalk-Not CCMG Eligible				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
DPW				72.000	\$1,800.00	0.000	\$0.00	72.000	\$1,800.00
DPW-Not CCMG Eligible				0.000	\$0.00	49.000	\$1,225.00	49.000	\$1,225.00
Parks				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Parks-Not CCMG Eligible				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1 item	Totals			\$1,800.00		\$1,225.00		\$3,025.00	

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
DPW	\$1,250,517.83	\$1,250,517.83	\$0.00	\$1,250,517.83

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Parks	\$4,386.00	\$4,386.00	\$0.00	\$4,386.00
CBU	\$29,444.30	\$29,444.30	\$0.00	\$29,444.30
Parks-Not CCMG Eligible	\$21,340.32	\$21,340.32	\$0.00	\$21,340.32
CBU Not CCMG Eligible	\$34,311.55	\$34,311.55	\$0.00	\$34,311.55
Council Sidewalk-Not CCMG Eligible	\$0.00	\$0.00	\$0.00	\$0.00
DPW-Not CCMG Eligible	\$0.00	\$0.00	\$1,225.00	\$1,225.00
7 fund packages	\$1,340,000.00	\$1,340,000.00	\$1,225.00	\$1,341,225.00

Not valid until signed by the Engineer, Contractor, and Owner

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date



City of Bloomington, Indiana

Change Order Details

Winslow, Rogers (Allendale-Sare) Resurfacing

Description	The project shall include, but is not limited to, asphalt resurfacing, pavement markings, curb replacement, curb ramp modifications, and stormwater infrastructure updates on Winslow Road and Rogers Road between Allendale Drive and Sare Road.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	5
Status	Pending
Date Created	05/28/2025
Type	Scope Changes
Summary	WCD #4, Curb layout change at The Stands
Change Order Description	The curb ramp cross slope is required to be 2.0% maximum to meet PROWAG requirements. The contractor constructed the curb ramp at this requirement that resulted in the elevation of the south edge of the curb ramp to be approximately 7.5 inches above the existing pavement elevation. To address the elevation issue the curb & gutter removal and replacement needs to extend approximately 15' south of the curb ramp to allow for a smooth transition of the roadway to the curb ramp elevation. Milestone has agreed to cover some of the cost to remedy the situation. Those quantities and cost are not listed in this change order. This change order is for the City's portion only. This change order will add 1 day to project limit.
Awarded Project Amount	\$1,340,000.00
Authorized Project Amount	\$1,402,461.84
Change Order Amount	\$2,381.10
Revised Project Amount	\$1,404,842.94

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 3 - East									
0117	202-02279	LFT	\$19.000	294.000	\$5,586.00	7.500	\$142.50	301.500	\$5,728.50
CURB AND GUTTER, REMOVE									
Reason: WCD #4									
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	8.000	\$152.00	0.000	\$0.00	8.000	\$152.00
			DPW	286.000	\$5,434.00	0.000	\$0.00	286.000	\$5,434.00
			DPW-Not CCMG Eligible	0.000	\$0.00	7.500	\$142.50	7.500	\$142.50
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0121	301-12234	TON	\$47.000	440.000	\$20,680.00	6.500	\$305.50	446.500	\$20,985.50
COMPACTED AGGREGATE NO. 53									
Reason: WCD #4									
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
		Council Sidewalk-Not CCMG Eligible		122.000	\$5,734.00	0.000	\$0.00	122.000	\$5,734.00
		DPW		318.000	\$14,946.00	0.000	\$0.00	318.000	\$14,946.00
		DPW-Not CCMG Eligible		0.000	\$0.00	6.500	\$305.50	6.500	\$305.50
		Parks		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		Parks-Not CCMG Eligible		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0123	306-08034	SYS	\$2.060	8,958.000	\$18,453.48	15.000	\$30.90	8,973.000	\$18,484.38
MILLING, ASPHALT, 1 1/2 IN									
Reason: WCD #4									
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			DPW	8,958.000	\$18,453.48	0.000	\$0.00	8,958.000	\$18,453.48
			DPW-Not CCMG Eligible	0.000	\$0.00	15.000	\$30.90	15.000	\$30.90
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0124	401-07321	TON	\$90.000	916.000	\$82,440.00	1.250	\$112.50	917.250	\$82,552.50
HMA, 2, 58s, SURFACE, 9.5 mm (Modified)									
Reason: WCD #4									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
				Funding Details					
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			DPW	916.000	\$82,440.00	0.000	\$0.00	916.000	\$82,440.00
			DPW-Not CCMG Eligible	0.000	\$0.00	1.250	\$112.50	1.250	\$112.50
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0128	402-07451	TON	\$87.000	35.000	\$3,045.00	4.000	\$348.00	39.000	\$3,393.00
HMA WEDGE AND LEVEL, TYPE B									
Reason: WCD #4									
				Funding Details					
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			DPW	35.000	\$3,045.00	0.000	\$0.00	35.000	\$3,045.00
			DPW-Not CCMG Eligible	0.000	\$0.00	4.000	\$348.00	4.000	\$348.00
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0129	406-05521	SYS	\$0.500	10,344.500	\$5,172.25	15.000	\$7.50	10,359.500	\$5,179.75
ASPHALT FOR TACK COAT									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Reason: WCD #4

Funding Details							
	CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	Council Sidewalk-Not CCMG Eligible	273.500	\$136.75	0.000	\$0.00	273.500	\$136.75
	DPW	10,071.000	\$5,035.50	0.000	\$0.00	10,071.000	\$5,035.50
	DPW-Not CCMG Eligible	0.000	\$0.00	15.000	\$7.50	15.000	\$7.50
	Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0135	605-06140	LFT	\$75.000	250.000	\$18,750.00	7.500	\$562.50	257.500	\$19,312.50
CURB AND GUTTER, CONCRETE									

Reason: WCD #4

Funding Details							
	CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	Council Sidewalk-Not CCMG Eligible	8.000	\$600.00	0.000	\$0.00	8.000	\$600.00
	DPW	242.000	\$18,150.00	0.000	\$0.00	242.000	\$18,150.00
	DPW-Not CCMG Eligible	0.000	\$0.00	7.500	\$562.50	7.500	\$562.50
	Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0137	621-06561	SYS	\$8.570	261.500	\$2,241.06	2.000	\$17.14	263.500	\$2,258.20
MULCHED SEEDING, CITY OF BLOOMINGTON MIX									
Reason: WCD #4									
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	8.500	\$72.85	0.000	\$0.00	8.500	\$72.85
			DPW	253.000	\$2,168.21	0.000	\$0.00	253.000	\$2,168.21
			DPW-Not CCMG Eligible	0.000	\$0.00	2.000	\$17.14	2.000	\$17.14
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0139	720-12797	EACH	\$635.000	1.000	\$635.00	1.000	\$635.00	2.000	\$1,270.00
CASTING, INLET, ADJUST TO GRADE									
Reason: WCD #4									
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			DPW	1.000	\$635.00	0.000	\$0.00	1.000	\$635.00
			DPW-Not CCMG Eligible	0.000	\$0.00	1.000	\$635.00	1.000	\$635.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0156	808-75297	LFT	\$10.710	60.000	\$642.60	20.500	\$219.56	80.500	\$862.16
TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN.									
Reason: WCD #4									
			Funding Details						
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			DPW	60.000	\$642.60	0.000	\$0.00	60.000	\$642.60
			DPW-Not CCMG Eligible	0.000	\$0.00	20.500	\$219.56	20.500	\$219.56
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
10 items			Totals		\$157,645.39		\$2,381.10		\$160,026.49

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
DPW	\$1,250,517.83	\$1,250,517.83	\$0.00	\$1,250,517.83
Parks	\$4,386.00	\$4,386.00	\$0.00	\$4,386.00
CBU	\$29,444.30	\$29,444.30	\$0.00	\$29,444.30

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Parks-Not CCMG Eligible	\$21,340.32	\$21,340.32	\$0.00	\$21,340.32
CBU Not CCMG Eligible	\$34,311.55	\$34,311.55	\$0.00	\$34,311.55
Council Sidewalk-Not CCMG Eligible	\$0.00	\$60,171.36	\$0.00	\$60,171.36
DPW-Not CCMG Eligible	\$0.00	\$2,290.48	\$2,381.10	\$4,671.58
7 fund packages	\$1,340,000.00	\$1,402,461.84	\$2,381.10	\$1,404,842.94

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Calendar Days	120.0 Days	127.0 Days	1.0 Day	128.0 Days
120 calendar days for construction to be completed. All work to be completed on or before October 1st, 2025.				
Reason: WCD #4				
1 time limit				

Attachments

Document	Name	Description	Submission Date
WSCHZM_1.PDF	WSCHZM~1.PDF	WCD #4	05/28/2025 03:17 PM EDT
1 attachment			

Not valid until signed by the Engineer, Contractor, and Owner

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date



Work Change Directive No. 04

Date of Issuance:	05-28-2025	Effective Date:	05-28-2025
Owner:	City of Bloomington	Owner's Contract No:	
Contractor:	Milestone Contractors LP	Contractor's Project No:	
Project Engineer:	Patrick Dierkes	Project Manager:	Jason Kerr
Project:	Winslow, Rogers Resurfacing		

Contractor is directed to proceed promptly with the following change(s):

Description:

At the Stands Drive, southeast corner, the removal and replacement limits of the curb and gutter are extended approximately 9 LFT. The pavement mill and overlay are also extended to match the curb and gutter extension.

Attachments:

Plan Sheet #5 & #21 indicating Addendum #05

Purpose for the Work Change Directive:

The curb ramp cross slope is required to be 2.0% maximum to meet PROWAG requirements. The contractor constructed the curb ramp at this requirement that resulted in the elevation of the south edge of the curb ramp to be approximately 7.5 inches above the existing pavement elevation. To address the elevation issue the curb & gutter removal and replacement needs to extend approximately 15' south of the curb ramp to allow for a smooth transition of the roadway to the curb ramp elevation.

The Contractor, City of Bloomington, and REA met onsite to review the ramp construction and agreed the Contractor selected elevation for the north edge of the ramp created additional work to properly tie the curb ramp into existing road elevation. The additional work was agreed to be 5' north of the southern reconstruction limits shown on the attached plan sheet #5. This additional work includes: curb & gutter replacement, asphalt mill & overlay, wedge & level, and turf restoration. The Contractor agreed to perform the work identified as additional at their own expense including, but not limited to, all labor, materials, and equipment.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Estimated Change in Contract Price:	\$ 2,381.10	Increase
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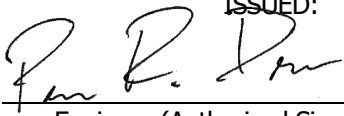
Estimated Change in Contract Time: 1 days

Increase

Basis of estimated change in Contract Price: ☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

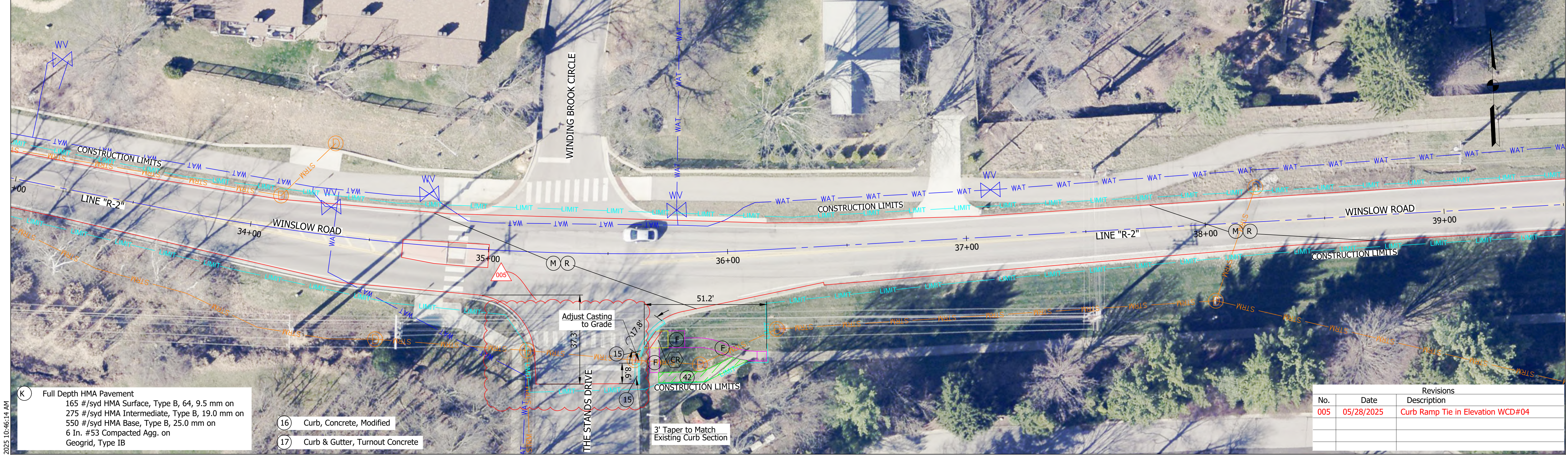
ISSUED:

RECEIVED:

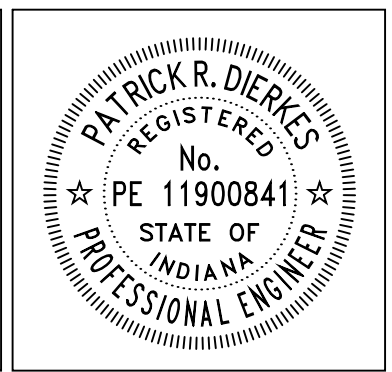
By:  By: _____
Engineer (Authorized Signature) Contractor (Authorized Signature)

Title: Project Engineer Title: _____

Date: 5/28/2025 Date: _____



(K)	Full Depth HMA Pavement 165 #/syd HMA Surface, Type B, 64, 9.5 mm on 275 #/syd HMA Intermediate, Type B, 19.0 mm on 550 #/syd HMA Base, Type B, 25.0 mm on 6 In. #53 Compacted Agg. on Geogrid, Type IB	(16)	Curb, Concrete, Modified	(TS)	Turning Space, 1.50% Ea. Way Desirable, 2.00% Max.
(M)	Milling, Asphalt, 1-1/2 in.	(13)	Concrete Curb	(42)	Remove Pavement & Agg. Base, Backfill with B-Borrow & 4" Topsoil, Mulch Seed
(R)	165 #/syd HMA Surface, Type 3, 64, 9.5 mm	(15)	Concrete Curb and Gutter, Modified	(C)	PCCP, 12 In., Colored Red on 6 In. #53 Compacted Agg. on Geogrid, Type IB
(F)	Sidewalk, Concrete, 4 In. on 4 In. #53 Compacted Agg.	(18)	Center Curb, D Concrete	(C)	PCCP, 6 In., Colored Brown on 6 In. #53 Compacted Agg.
(F1)	165 #/syd MHA Surface, Type B, on 220 #/syd HMA Intermediate, Type B, on 6 In. #53 Compacted Agg.	(P)	Patch, 165 #/syd HMA Surface, ON PCCP, 9 In.		



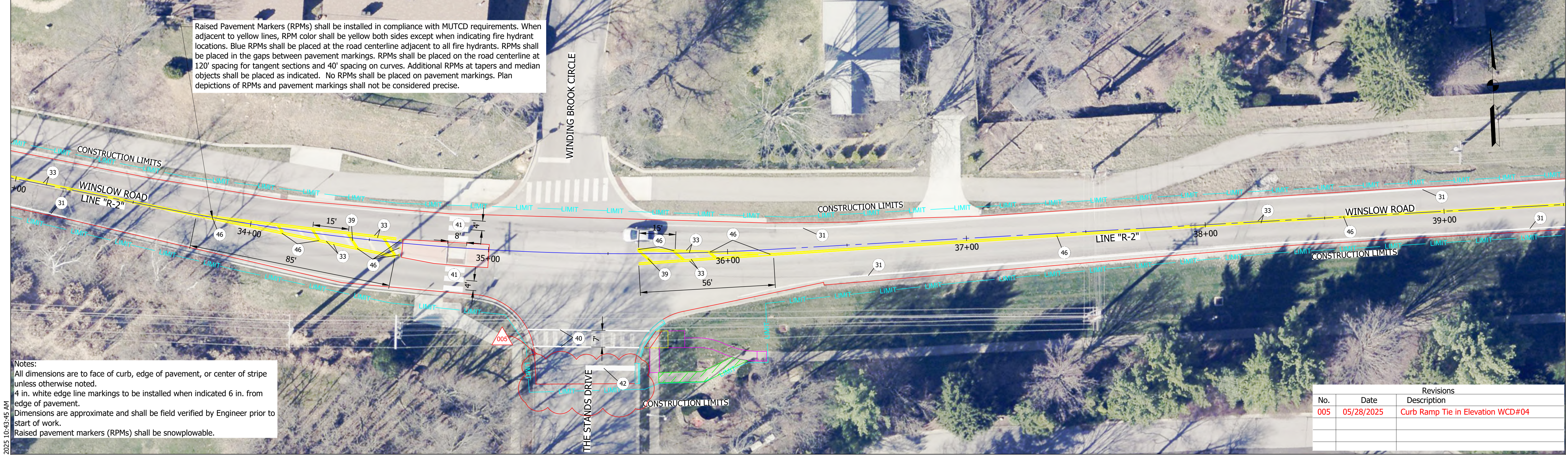
RECOMMENDED FOR APPROVAL	<i>Patrick R. Dierkes</i>	11/20/2024
ENGINEER	DATE	
DESIGNED: PRD	DRAWN: PRD	
CHECKED: NK	CHECKED:	

CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT

EAST WINSLOW ROAD RESURFACING
PLAN VIEW
STA 29+50.83 to STA 39+50.79 LINE "R-2"

Revisions			BRIDGE FILE	
No.	Date	Description	HORIZONTAL SCALE	DESIGNATION
005	05/28/2025	Curb Ramp Tie in Elevation WCD#04	1" = 20'	N/A
			VERTICLE SCALE	N/A
			SURVEY BOOK	SHEETS
			N/A	5 of 12
			CONTRACT	PROJECT
			N/A	WINSLOW RESURFACING

FILE: WINSLOW&HIGH_PLAN_SHEET_04.DWG
PLOTTED: Wednesday, May 28, 2025 10:46:14 AM

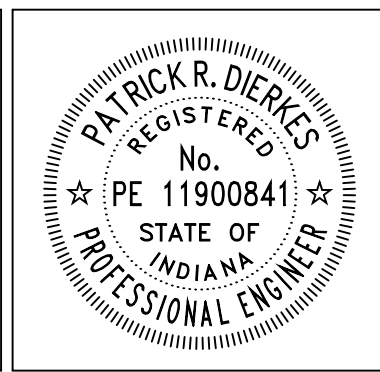



Raised Pavement Markers (RPMs) shall be installed in compliance with MUTCD requirements. When adjacent to yellow lines, RPM color shall be yellow both sides except when indicating fire hydrant locations. Blue RPMs shall be placed at the road centerline adjacent to all fire hydrants. RPMs shall be placed in the gaps between pavement markings. RPMs shall be placed on the road centerline at 120' spacing for tangent sections and 40' spacing on curves. Additional RPMs at tapers and median objects shall be placed as indicated. No RPMs shall be placed on pavement markings. Plan depictions of RPMs and pavement markings shall not be considered precise.

Notes:
All dimensions are to face of curb, edge of pavement, or center of stripe unless otherwise noted.
4 in. white edge line markings to be installed when indicated 6 in. from edge of pavement.
Dimensions are approximate and shall be field verified by Engineer prior to start of work.
Raised pavement markers (RPMs) shall be snowplowable.

Revisions		
No.	Date	Description
005	05/28/2025	Curb Ramp Tie in Elevation WCD#04

30	Curb, Painting, Yellow	36	Line, Thermoplastic, Broken, White, 4 in. (7' Solid, 21' Gap)	41	Transverse Markings, Thermoplastic, Crosswalk Line, White, 24 in., Spacing as Dimensioned	46	Snowplowable Raised Pavement Marker
31	Line, Thermoplastic, Solid, White, 4 in.	37	Line, Thermoplastic, Broken, Yellow, 4 in. (7' Solid, 21' Gap)	42	Transverse Markings, Thermoplastic, Stop Line, 24 in.	47	Line, Thermoplastic, Dotted, White, 6 in. (2' Solid, 4' Gap)
32	Line, Thermoplastic, Solid, White, 6 in.	38	Transverse Marking, Thermoplastic, Crosshatch Line, White, 12 in. (45 Deg. Angle, 40' Spacing)	43	Pavement Message Marking, Thermoplastic Lane Indication Arrow		
33	Line, Thermoplastic, Solid, Yellow, 4 in.	39	Transverse Marking, Thermoplastic, Crosshatch Line, Yellow, 12 in. (45 Deg. Angle)	44	Pavement Message Marking, Thermoplastic RXR R X R		
34	Line, Thermoplastic, Dotted, White, 4 in. (2' Solid, 4' Gap)	40	Transverse Marking, Thermoplastic, Crosswalk Line, White, 6 in.	45	Pavement Message Marking, Thermoplastic, Bicycle Lane Marking		
35	Line, Thermoplastic, Dotted, Yellow, 4 in. (2' Solid, 4' Gap)						



RECOMMENDED FOR APPROVAL			11/20/2024
		ENGINEER	DATE
DESIGNED: PRD	DRAWN: PRD		
CHECKED: NK	CHECKED:		

CITY OF BLOOMINGTON	
ENGINEERING DEPARTMENT	
EAST WINSLOW ROAD RESURFACING	
PLAN VIEW	
STA 29+50.83 to STA 39+50.79 LINE "R-2"	

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	N/A
VERTICLE SCALE	DESIGNATION
N/A	N/A
SURVEY BOOK	SHEETS
N/A	21 of 21
CONTRACT	PROJECT
N/A	WINSLOW RESURFACING

PLOTTED: Wednesday, May 28, 2025 10:43:45 AM

FILE: WINSLOW&HIGH_PLAN_SHEET_MARKINGS_04.DWG



Board of Public Works Staff Report

Project/Event: HUB 2 Development
Staff Representative: Kyle Baugh
Petitioner/Representative: Mike Brinson - Project Manager Reed and Sons
Date: June 18th, 2025

Report: Reed and Sons Construction is requesting the follow:

- Road closure on N Lincoln St from the 1303 address to the 1355 address.
- Road closure on N Washington St from the 1311 address from the 1317 address.
- Lane shift on the westbound lane of E 17th St adjacent to the 219.

These closures are being requested as part of the HUB 2 development located at 181 E 17th St. This specific request is to accommodate street cuts for sanitary sewer lateral capping. The traffic controls would be in place from July 7th, 2025 through July 30th, 2025.

Notification checklist:

Notified?	Stakeholder name	Notes:
Yes	Emergency services	
Yes	Bloomington Transit	No routes on N Washington or N Lincoln, lane shift on E 17th noted
Yes	Indiana university	
N/A	MCCSC	Summer break
Yes	Affected property owners	Coordination is ongoing

Site map:





299 MOORMAN ROAD BLOOMINGTON, INDIANA 47403

PHONE: 812-824-9237, FAX: 812-824-6616, www.reedandsonsconstruction.com

Board of Public Works
City of Bloomington
401 North Morton Street
Bloomington, IN 47404

Re: Cut and Cap of Sanitary laterals on N. Lincoln Street, 17 Street, and N Washington Street

Reed and Sons construction is planning to cut and cap sanitary laterals for a large apartment complex being built off 17th Street. This will cause road closures for the streets listed below during the working hours of 7:30AM-4:30PM starting July 07-23 (weather permitting). During working hours Reed and Sons will allow residents to get to their houses, as much as possible, but safety will dictate if a local resident will be able to drive to residence.

1315 and 1317 North Washington Street (July 21-24)
1303-1355 N Lincoln Street (July 07-18)
17th Street (July 28-30)

Before work proceeds Reed and Sons will place door hangers on doors letting residents know what work is being performed and the dates expected for the work to be in their area. See examples of text on doorhanger below.

"On July 21-24, Reed and Sons Construction will be completing utility work on North Washington Street that will affect access to your residence during the hours of 7:30AM-4:30PM. If you have any questions, please call Reed and Sons Construction at 812 824-9237."

Kind Regards,

Mike Brinson
Reed and Sons Construction (PM)



Board of Public Works Staff Report

Project/Event: 2025 Evens Time Maintenance Service Agreement
Petitioner/Representative: Public Works, Jess Goodman
Staff Representative: Jess Goodman
Date: 6.18.2025

Report:

Maintenance Service Contract

We are requesting a signed service agreement with Evens Time for support of all P.A.R.C.S equipment for 2025. This service agreement covers:

Equipment Inspections – A Service technician will conduct quarterly inspections on all PARCS lane

Software Updates- This would include Windows updates, server firmware updates, and PARCS software validation.

Priority Response - Customer will be scheduled ahead of all other service work. Priority service support hours are defined as Monday- Friday, 8:00 am-4:00 pm, within 2 hours of service request, excluding Evens Time recognized holidays and weather or emergency closings. Service for calls made at 4:00 pm or after will be billed at the after-hours rate. Evens Time does not guarantee resolution to the call within the guaranteed time but rather a response to the service request.

After-Hours Rates - Weekend rates are \$230.00/hr. with a 2-hour minimum.

Unauthorized Repairs – Evens Time is not responsible for any repair work performed by non-Evens Time personnel without the written consent of Evens Time. Any work required to correct unauthorized repairs will be invoiced at Evens Time applicable labor rates.

Parts – All replacement parts will be included (only under the gold agreement). This does not cover acts of God, vandalism, and personal property damage.

Network Support - Network support for data communication on the PARCS network.

PA-DSS Support – Assistance in completing the annual SAQ for PCI compliance.

We recommend approval of this contract

Total cost of Maintenance Service Contract = \$58,633.84

Recommend ☒ **Approval** ☐ **Denial by:** Jess Goodman



CONTRACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Jess Goodman
DATE: 6/16/2025
RE: 2025 Evens Time Maintenance Service Contract

Contract Recipient/Vendor Name:	Evens Time LLC
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jess Goodman
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-168
Due Date For Signature:	ASAP
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	
Total Dollar Amount of Contract:	\$58,633.84
Funding Source:	452.26.260000.53640
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman

Summary of Contract:

Maintenance Service Contract

We are requesting a signed service agreement with Evens Time for support of all P.A.R.C.S equipment for 2025. This service agreement covers:

Equipment Inspections – A Service technician will conduct quarterly inspections on all PARCS lane

Software Updates- This would include Windows updates, server firmware updates, and PARCS software validation.

Priority Response - Customer will be scheduled ahead of all other service work. Priority service support hours are defined as Monday- Friday, 8:00 am-4:00 pm, within 2 hours of service request, excluding Evens Time recognized holidays and weather or emergency closings. Service

for calls made at 5:00 pm or after will be billed at the after-hours rate. Evens Time does not guarantee resolution to the call within the guaranteed time but rather a response to the service request.

After-Hours Rates - Weekend rates are \$230.00/hr. with a 2-hour minimum.

Unauthorized Repairs – Evens Time is not responsible for any repair work performed by non-Evens Time personnel without the written consent of Evens Time. Any work required to correct unauthorized repairs will be invoiced at Evens Time applicable labor rates.

Parts – All replacement parts will be included (only under the gold agreement). This does not cover acts of God, vandalism, and personal property damage.

Network Support - Network support for data communication on the PARCS network.

City of Bloomington Contract and Purchase Justification Form

Vendor: Evens Time, INC

Contract Amount: \$58,633.84

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

PURCHASE INFORMATION

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

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

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

of Submittals:

Yes No

Met city requirements?

☒ ☐

Met item or need requirements?

☒ ☐

Was an evaluation team used?

☐ ☒

Was scoring grid used?

☐ ☒

Were vendor presentations requested?

☐ ☒

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

☐ ☒

Evenstime is current vendor for all PARCS equipment. This is a service agreement for maintenance of all PARCS equipment

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

Evenstime is current vendor for all PARCS equipment. This is a service agreement for maintenance of all PARCS equipment

 Print/Type Name

 Print/Type Title

 Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
Evens Time, INC**

This Agreement, entered into, on the date last indicated on the signature lines below by and between the City of Bloomington Department of Public Works (the “Department”), and Evens Time, INC (“Contractor”).

Article 1. Scope of Services Upon receipt of a Notice to Proceed, Contractor shall provide repair and maintenance services, as requested by the Department, including but not limited to: repair and servicing of PARCS equipment, server and network support. In addition, Contractor shall conduct quarterly inspections of the following equipment: eight (8) Express PARCS, sixteen (16) gates, eight (8) ticket dispensers, six (6) pay-on-foot stations, twenty-four (24) parker intercoms (hardware only), and eight (8) Windcave readers. These services (“Services”) will be performed at the Morton, Walnut, Trades, and 4th Street parking garages. Contractor shall provide Services during standard business hours and emergency services on weekends or holidays when specifically requested by the Department.

Priority service support hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding Evens Time-recognized holidays (New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day), and any weather-related or emergency closures. During these hours, Contractor shall respond to service requests within four (4) hours of receipt. Service requests received on weekends, Evens-Time recognized holidays, or at or after 5:00 p.m. on weekdays will be billed at the **after-hours rate** of \$230.00 per hour, with a two (2) hour minimum. After-hours and weekend services must be pre-approved by the Parking Garage Manager, Jessica Goodman, of the Public Works Department.

This service agreement includes all labor, parts, supplies, and travel costs required to perform the Services **during normal business hours as defined above**. Any work performed outside of these hours, including weekends or holidays, may be subject to additional charges, agreed upon in writing before the work starts. The agreement does **not** cover damages or service needs arising from acts of God (e.g., natural disasters), vandalism, or personal property damage.

Contractor shall diligently perform the Services in a timely manner consistent with the Standard of Care outlined in Article 2. All Services under this Agreement shall be completed by December 31, 2025, unless a later date is mutually agreed upon in writing by both parties. Completion shall mean all work associated with the Services has been finalized.

Contractor shall coordinate regularly with the Department, including maintaining direct communication with Jessica Goodman, Parking Garage Manager. Contractor agrees that any information or documents, including digital GIS data, provided by the Department under Article 3 shall be used solely for this project and shall not be reused or distributed without the Department’s written consent.

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

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation Department shall pay Contractor for all Services listed in Article 1 during Priority Service Support Hour for a fixed monthly rate, not to exceed Fifty-Eight Thousand Six Hundred Thirty-Three Dollars and Eighty-Four Cents (\$58,633.84). Contractor shall submit monthly invoices in the amount of Seven Thousand Three Hundred Twenty-Nine Dollars and Thirty Cents (\$7,329.30) for a period of eight (8) months to cover services outlined in this agreement during normal business hours. The agreement does not cover damages or service needs arising from acts of God (e.g., natural disasters), vandalism, or personal property damage.

In the event that Department request Contractor's Services after-hours, as defined in Article 1, Contractor will provide detailed invoicing for the time spent and work completed, and will bill the Department at an hourly rate of two hundred and thirty dollars (\$230.000 per hour for a total amount not to exceed One Thousand Three Hundred and Sixty Dollars and Sixteen Cents (\$1,366.16).

Invoices shall be issued one (1) month in advance of services being rendered. Invoices shall be sent to Jessica Goodman, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404, or via email at customer.service@bloomington.in.gov . Invoices may be submitted by first class mail, postage prepaid, or by email. The Department shall remit payment within thirty (30) days of receipt of a proper invoice. Additional services not set forth in Article 1, or changes in Services or amounts, must be authorized in writing by the Department or its designated project coordinator prior to performance or the incurrence of related expenses. The Department shall not make payment for any unauthorized work or expense.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

Article 11. Indemnification Contractor shall indemnify, defend, and hold harmless the City of Bloomington, including its officers, employees, members, and agents (collectively, the "City"), from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, judgments, liens, and expenses (including reasonable attorney's fees and legal costs) arising out of or related to any intentional, reckless, or negligent act or omission by the Contractor or its officers, employees, agents, subcontractors, or representatives; any defect in materials, workmanship, supplies, equipment, or other products or services provided by the Contractor or its subcontractors under this Agreement; or any act or omission related to a cyber incident, including but not limited to unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious cyber activity, whether or not such activity was committed with the Contractor's knowledge or consent.

Notwithstanding the foregoing, the total cumulative liability of the Contractor under this indemnification provision shall not exceed the total compensation paid to the Contractor under this Agreement. This limitation of liability shall not apply in cases of gross negligence, willful misconduct, or fraud by the Contractor. This limitation of liability is subject to the insurance coverage requirements set forth in Article 12 of this Agreement.

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

- a. Comprehensive General Liability Insurance.
 - 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 for each accident.

c. Workers' Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory: and Employers Liability--\$1,000,000 for each accident, for each employee.

d. Umbrella/Excess Liability with a required limit of \$1,000,000.

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

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

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.23.11.0 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington Public Works, Attn: Jessica Goodman, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Evens Time 2475 Directors Row Suite C, Indianapolis, IN 46241.

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

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

CITY OF BLOOMINGTON

Evens Time, LLC

Kerry Thomson, Mayor

DATE

Lois Ann McDole 6-2-25
Lois Ann McDole
VP of Business Management

DATE

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

DATE

Kyla Cox-Deckard,
President, Board of Public Works

DATE

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

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

1. The undersigned is the VP of Business 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.

Lois Ann McDoyle

Signature

Lois Ann McDoyle

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

Updated August 2024

To: Prospective Bidders/Vendors/Grant recipients

RE: Affirmative Action/Harassment Policy, Living Wage Ordinance, and Drug Testing Policy

FROM: Audrey Brittingham, Assistant City Attorney/Contract Compliance Officer

AFFIRMATIVE ACTION: All bidders, quoters, vendors, and grant recipients with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to the City Legal Department. This plan must ensure applicants and employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status and/or housing status.

Even if your company already has a plan on file with the City, you are strongly encouraged to check with City Legal Department to make sure it complies with the City's current requirements, including having a workforce breakdown form that is no more than six months out of date. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to City Legal or as part of your bid packet by the bid deadline. Bidders who fail to submit an affirmative action plan by the bid deadline are subject to disqualification. **We strongly recommend you submit your affirmative action plan to the Legal Department prior to the bid deadline so Legal may review your plan to make sure it complies with the City's requirements.** If your bid is chosen and your affirmative action plan does not entirely comply with the City's requirements, you will be required to bring it into compliance prior to the execution of any City contract.

Accompanying this letter you will find the following materials:

1. A sample affirmative action. You are not required to adopt this plan; it is provided for your convenience. Feel free to adopt this plan as your own or to amend it to meet your needs.
2. A workforce breakdown form. You **MUST** submit a workforce breakdown form (sometimes called a "utilization report") **with your affirmative action plan.** If you have a different form that includes the same type of information, you may submit a copy of that form instead of using our form. **Your workforce breakdown data cannot be more than six months old.**
3. An affirmative action plan checklist. This is the checklist we use to crosscheck your company's affirmative action plan against the City's requirements. If your plan omits any elements on the checklist, your plan will not be approved.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from the Legal Department upon request.

Once Legal has approved your affirmative action plan, you will receive a letter that can be used to verify your compliance for any City project or contract that requires an affirmative action plan. This letter will expire six months after you submitted the affirmative action plan. You will be issued a new letter when you submit an updated workforce breakdown form.

HARASSMENT POLICY: All bidders and vendors required to submit an affirmative action plan must also submit a harassment plan. The harassment plan must, at minimum, include a definition of harassment; the name or title of the individual designated to receive and investigate complaints; and a statement that the contractor will not retaliate against an employee for complaining about harassment. A model harassment policy is included for your convenience as part of our attached model affirmative action plan.

LIVING WAGE: Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance" or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees. Up to 15% of that amount, or \$2.36, may be in the form of the covered employer's contribution to health insurance available to the covered employee. As of January 1, 2025, the Living Wage shall be \$16.22 per hour, up to \$2.43 of which may be provided in the form of the covered employer's contribution to health insurance.

If the City determines the successful bidder is a covered employer under the LWO, Contractor shall execute the Living Wage Ordinance Affidavit; shall abide by the LWO by paying their employees a living wage and providing the City with information requested in the course of enforcing the LWO; and shall post the Living Wage Poster, provided on the last page of this packet, in areas frequented by their covered employees.

The attached flow chart provides guidance on whether the contractor is a "covered employer." If you have questions, please contact Audrey Brittingham at audrey.brittingham@bloomington.in.gov, or call 812-349-3426.

DRUG TEST POLICY: Finally, please be aware that if you are submitting a bid for a public works project with an estimated cost of \$150,000.00 or more, you will need to submit your company's written drug testing plan with your bid. Your plan must comply with I.C. 4-13-18-1. Failure to do so may make you ineligible to be awarded a bid or contract. Please see your bid packet for more details.

If you have any questions, contact the City's Legal Department at 812.349.3426 or email the City at legal@bloomington.in.gov. The office hours are Monday through Friday, 8-5.

Thank you.

**Model Affirmative Action Plan and
Harassment Policy**

Evans Time, Inc. 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

Mr./Ms./Mx. Faith Toranzo (or the LoisAnn McDole officer) 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:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notices of our policy in paycheck envelopes, and/or
- 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,
- 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 Human Resource Mgr (personnel officer, corporate president, other) 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 Evens Time, Inc (company name) 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. Evens Time, Inc (company name) 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. EvenSTime, Inc (company name) 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.

Linda Ann McCall
Signature

5-8-25
Date

WORKFORCE BREAKDOWN FORM

COMPANY NAME: Evans Time, Inc.

ADDRESS: 2475 Directors Row Ste C
Indpls, IN 46241

REPRESENTATIVE: Lois Ann McDole

PHONE: 317-358-1000

E-MAIL ADDRESS: 1mcdolc@evens+time.com

[illegible]

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

Lisa Ann McSole
Signature and Title of Representative:

5-8-25
Date:

AFFIRMATIVE ACTION PLAN AND HARASSMENT POLICY CHECKLIST

NOTE: This is not an Affirmative Action Plan. This checklist is provided for organizations with existing affirmative action plans to crosscheck their plans against the City's requirements. Each item listed below is required by City ordinance or regulation.

Contractor: Plan MUST Include:		Yes	No	Comments:
Policy statement of equal employment opportunity		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Covers:	Applicants for employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
On basis of:	Race	<input type="checkbox"/>	<input type="checkbox"/>	
	Religion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Color	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Sex	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	National Origin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Ancestry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Sexual Orientation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Gender Identity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Veteran Status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Housing Status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Designates a person responsible for implementation of the Plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provides for communication of the policy:				
	Within the Organization	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Outside the Organization (e.g., recruitment sources, unions)	<input type="checkbox"/>	<input type="checkbox"/>	
Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Provision for: Recruitment from minority groups		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Provision for: Equal access to training programs		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Grievance Procedure		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing grievances		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Workforce Breakdown (figures up to date within 6 months)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	

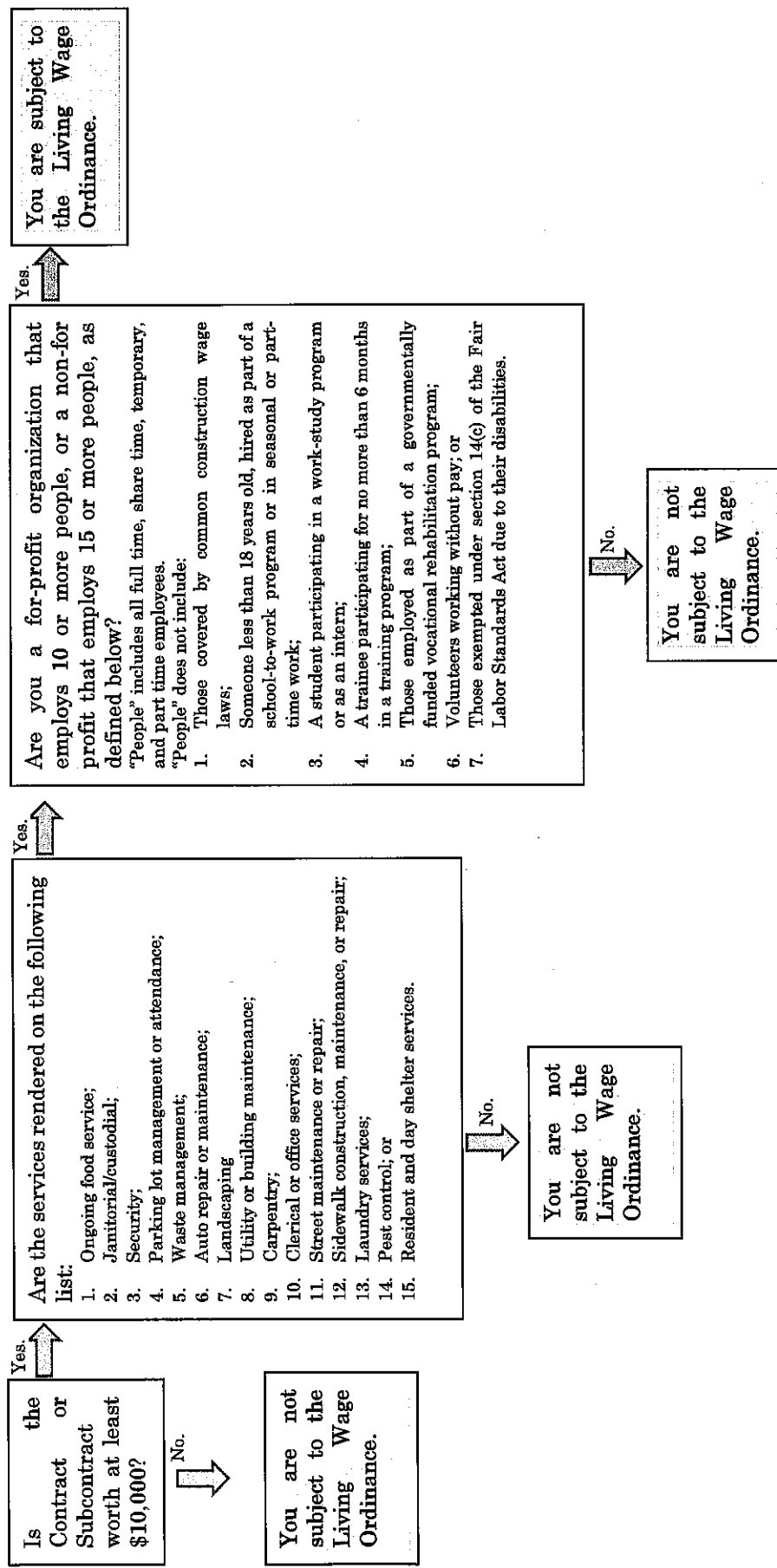
HARASSMENT POLICY CHECKLIST

Definition of harassment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Designates a person to receive and investigate harassment complaints	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Prohibits retaliation for filing a harassment complaint	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The City of Bloomington (CoB) Living Wage Ordinance (LWO) applies to three groups of employers:

- 1) The CoB;
 - 2) Companies that provide services to the CoB through contracts or subcontracts; or
 - 3) Organizations that receive CoB subsidies or grants.
- As an employer under categories 2 or 3, you may or may not be subject to the LWO. To find out, follow the applicable flow chart, below, or contact the City Legal Department.

Companies that Provide Services to the CoB through Contracts or Subcontracts ("Agreement")



Companies or Organizations that Receive CoB Subsidies or Grants

Is the Subsidy or Grant worth at least \$25,000?

Yes.



Is the subsidy or grant of at least \$25,000 part of one of the following:

1. A tax abatement pursuant to Indiana Code 6-1.1.1-12.1;
2. A grant from the Business Investment Incentive Loan Fund;
3. An expenditure from the Industrial Development Fund (except those associated with the acquisition of right-of-way for and the design, financing, construction, and maintenance of publicly owned infrastructure serving a Community Revitalization Enhancement District (CRED) pursuant to Indiana Code 36-7-13);
4. A grant from the Community Development Block Grant Funds; or
5. A grant from the Jack Hopkins Social Services Funding Program.

No.



You are not subject to the Living Wage Ordinance.

No.



You are not subject to the Living Wage Ordinance.

Yes.



Are you a for-profit organization that employs 10 or more people, or a non-profit that employs 15 or more people, as defined below?

"People" includes all full time, share time, temporary, and part time employees.

"People" does not include:

1. Those covered by common construction wage laws;
2. Someone less than 18 years old, hired as part of a school-to-work program or in seasonal or part-time work;
3. A student participating in a work-study program or as an intern;
4. A trainee participating for no more than 6 months in a training program;
5. Those employed as part of a governmentally funded vocational rehabilitation program;
6. Volunteers working without pay; or
7. Those exempted under section 14(c) of the Fair Labor Standards Act due to their disabilities.

No.



You are not subject to the Living Wage Ordinance.

You are subject to the Living Wage Ordinance.



Board of Public Works Staff Report

Project/Event:	Revocation of Contract with Wise Building Solutions
Petitioner/Representative:	Street
Staff Representative:	Joe VanDeventer
Date of Event:	June 18, 2025
Date of Board Meeting:	June 18, 2025

Report: This is a Revocation of the Award from the City of Bloomington Street Division to Wise Building Solutions to construct 27 ADA curb ramps at various locations in the City. This contract was awarded on May 5, 2025 by the Board of Public Works. It was determined in early June that the Contractor would not be able to perform the work under this contract on the original timeline that was agreed upon. The City of Bloomington Street Division and Wise Building Solutions have mutually agreed to revoke the award of this contract.



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Joe Van Deventer, Street Division
DATE: May 20, 2025
RE: Revocation of Bid Award for ADA Ramps with Wise Building Solutions

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: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	6/1/2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-460 (revoking bid and unexecuted 25-351)
Due Date For Signature:	6/18/2025
Expiration Date of Contract:	NA
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Revoking for \$85,300
Funding Source:	NA
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA

Summary of Contract:

Recommendation for Revocation of Bid Award with Wise Building Solutions on the ADA Ramp Construction due to inability to complete on agreed timeline. No agreement was officially executed and no work has been started.

City of Bloomington and Wise Building Solutions wish to revoke the bid award, at no penalty or cost to either party.

**Revocation of the Award from
City of Bloomington Street Department to
Wise Building Solutions for Accessible Curb Ramps**

This Revocation of the Award between City of Bloomington Street Department and Wise Building Solutions for the second phase of ADA Sidewalk Curb Ramps (hereinafter “Revocation”), executed by and between the City of Bloomington, Indiana, Street Department through the Board of Public Works (hereinafter “City”), and Wise Building Solutions (hereinafter “Contractor”) arises out of the following circumstances:

- A. On April 15, 2025, requests for quotes were emailed to five vendors to complete services outlined in the proposed Contract for Services, attached hereto as Exhibit A.
- B. At the May 5, 2025 Board of Public Works Meeting, Contractor was determined to be the lowest responsive and responsible bidder, and was awarded the project.
- C. In or about June of 2025, Contractor and City agreed that Contractor will not be able to perform the work under this contract on the timeline originally agreed upon.
- D. Contractor and the City have not entered into a fully executed agreement for this project.
- E. No work has been started under the bid award.
- F. The Parties wish to revoke the bid award, at no penalty or cost to either party.

NOW, THEREFORE, in consideration of the foregoing statements, the Parties agree as follows:

- 1. Paragraphs A through F of this Revocation are incorporated into and shall constitute part of this Revocation.
- 2. Contractor has not incurred any costs under Exhibit A, the bid award, or generally related to this project.
- 3. The City has not paid any amounts to Contractor under Exhibit A, the bid award, or generally related to this project.
- 4. Although Contractor was determined to be the lowest responsible and responsive bidder, Contractor no longer wishes to move forward with the project.
- 5. Contractor and City hereby revoke and cancel the bid award, without penalty or remedy.

[Signatures are on the following page.]

City of Bloomington

Margie Rice, Corporation Counsel DATE

Kyla Cox-Deckard, Chair DATE
Board of Public Works

Adam Wason, Director DATE
Department of Public Works

Wise Building Solutions

Signature DATE

Printed Name, Title

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. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit "A"** (the "Services" or "Scope of Services"). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on December 31, 2025.
 - c. **Termination.** In the event of a party's failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed 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: public.works@bloomington.in.gov or to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work

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

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

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

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

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

- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.
- e. Cyber Attack and Cyber Extortion.
 - i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
 - ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
 - iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
- f. Network Security Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (per occurrence) of \$10,000.
- g. Electronic Media Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and

- ii. Deductible (Per Occurrence) of \$10,000.
- h. Fraudulent Impersonator Coverage.
 - i. Limit (Annual Aggregate) of \$250,000; and
 - ii. Deductible (Per Occurrence) of \$5,000.

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

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

- 14. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 15. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 16. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 17. **Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

18. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
19. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
20. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
21. **Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
22. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "C"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.
23. **Non-Collusion.** Contractor certifies that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.
24. **Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:

City of Bloomington Public Works	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

TO CONTRACTOR:

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

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

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

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

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


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

[Signatures are on the following page.]

CITY OF BLOOMINGTON

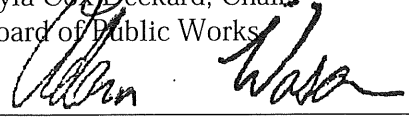
BY:

05-06-2025



Kyla Cox Deckard, Chair
Board of Public Works

DATED



Adam Wason, Director
Department of Public Works

05-06-2025

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:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notices of our policy in paycheck envelopes, and/or
- 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,
- 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.

E. J. Wise
Signature

12/2/2024
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

[illegible]

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

E. J. Wisn
Signature and Title of Representative:

Date: 12/2/2024



Board of Public Works Staff Report

Project/Event: Service Agreement – Groomer Construction, Inc.
Petitioner/Representative: Street Department
Staff Representative: Joe VanDeventer
Meeting Date: June 18, 2025

Report: This services agreement with Groomer Construction, Inc. 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 \$97,493.12.

RFQ packets were sent and the results are as follows:

- Wise Building Solutions \$ 85,300.00 – Revocation of Award
- Groomer Construction \$ 97,493.12
- Milestone Contractors, LP \$ 114,290.00
- Weddle Brothers \$ 141,741.00
- E&B Paving – No Response

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
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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: June 18, 2025
RE: Groomer Construction, Inc. - Service Agreement

Contract Recipient/Vendor Name:	Groomer Construction, Inc.
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	
Due Date For Signature:	06/18/2025
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$ 97,493.12
Funding Source:	MVHR 2203-20-200000-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

This services agreement with Groomer Construction, Inc. 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 \$97,493.12.

RFQ packets were sent and the results are as follows:

- Wise Building Solutions \$ 85,300.00 – Revocation of Original Award
- Groomer Construction \$ 97,493.12
- Milestone Contractors, LP \$ 114,290.00
- Weddle Brothers \$ 141,741.00
- E&B Paving – No Response

City of Bloomington Contract and Purchase Justification Form

Vendor: Groomer Construction, Inc.

Contract Amount: \$97,493.12

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 5	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No RFQ packets were sent 4/15/25 and award was made at BPW meeting 5/5/25 to Wise Building Solutions with Revocation of Award at BPW meeting 6/18/25. This agreement is to award agreement Groomer Construction, Inc.
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

This service agreement will provide repair to 27 existing accessible curb ramps, sidewalk sections as marked, and asphalt patch as needed.

RFQ packets were sent and the results are as follows:

Wise Building Solutions - \$ 85,000 - Revocation of Award
 Groomer Construction, Inc. \$ 97,493.12
 Milestone Contractors, LP \$ 114,290.00
 Weddle Brothers \$ 141,741.00
 E&B Paving - No Response

Joe VanDeventer

Director of Street Operations

Street Division

Print/Type Name

Print/Type Title

Department

AGREEMENT FOR SERVICES
between the
City of Bloomington Public Works Department
and
Groomer Construction, Inc.

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington, Indiana, and its Public Works Department (“Department”), by its Board of Public Works (“Board”) (collectively the “City”), and Groomer Construction, Inc. (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on December 31, 2025.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Ninety Seven Thousand Four hundred Ninety Three Dollars and Twelve Cents (\$97,493.12). Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: public.works@bloomington.in.gov or to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any

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

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

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

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

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

- 13. Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
- a. Comprehensive General Liability Insurance.**
 - i.** \$1,000,000 for each occurrence;
 - ii.** \$1,000,000 personal injury and advertising injury;
 - iii.** \$2,000,000 products and completed operations aggregate; and
 - iv.** \$2,000,000 general aggregate.
 - b. Automobile Liability** providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
 - c. Workers Compensation and Employers Liability** (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
 - d. Umbrella/Excess Liability** with a required limit of \$1,000,000.
 - e. Cyber Attack and Cyber Extortion.**
 - i.** Computer Attack Limit (Annual Aggregate) of \$1,000,000;
 - ii.** Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
 - iii.** Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
 - f. Network Security Liability.**
 - i.** Limit (Annual Aggregate) of \$1,000,000; and
 - ii.** Deductible (per occurrence) of \$10,000.

- g. Electronic Media Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (Per Occurrence) of \$10,000.
- h. Fraudulent Impersonator Coverage.
 - i. Limit (Annual Aggregate) of \$250,000; and
 - ii. Deductible (Per Occurrence) of \$5,000.

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

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

- 14. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 15. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 16. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 17. **Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

- 18. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 19. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
- 21. Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 22. E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "C"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.
- 23. Non-Collusion.** Contractor certifies that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.
- 24. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:

City of Bloomington Public Works
Attn: Joe VanDeventer, Project Manager
401 N Morton Street, Suite 120

TO CONTRACTOR:

Groomer Construction, Inc
Attn: Richard Groomer
6535 W. Ison Road

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

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

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

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

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

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

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

[Signatures are on the following page.]

CITY OF BLOOMINGTON
BY:

Kyla Cox Deckard, Chair DATED
Board of Public Works

Adam Wason, Director DATED
Department of Public Works

Kerry Thomson, Mayor DATED
City of Bloomington

WISE BUILDING SOLUTIONS
BY:

Richard Groomer DATED
President

(Name Printed)

(Title)

EXHIBIT “A”

SCOPE OF WORK

This services agreement with Groomer Construction, Inc. 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 \$97,493.12.

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

Groomer Construction, Inc. can begin the project upon written authorization from the department.
All Services must be completed by 07/20/2025.

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

EXHIBIT "D"

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

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

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

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

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

Signature

Printed name



Board of Public Works Staff Report

Project/Event: 2025 BHA Family Night Out
Petitioner/Representative: Sherry Clay, BHARC President
Staff Representative: Cassie Werne, Special Projects & Operations Manager
Date of Event: Friday, June 20, 2025
Date of Board Meeting: Wednesday, June 18, 2025

Report:

Due to weather conditions this evening, BHA has requested to reschedule their Family Night Out event to this Friday, June 20, 2025. To account for the date change, we are presenting an amendment to Resolution 2025-046.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2025-046(a) Amending RESOLUTION 2025-046
BLOOMINGTON HOUSING AUTHORITY FAMILY NIGHT OUT**

WHEREAS, on _____, Public Works and the Bloomington Housing Authority (“BHA”) approved and signed Resolution 2025-046, allowing for BHA to host a “Family Night Out” event (“Event”) in the public right of way on June 18, 2025; and

WHEREAS, weather conditions prevent the BHA from moving forward with their event on June 18, 2025 and they wish to reschedule the event to June 20, 2025; and

WHEREAS, the Board of Public Works agrees and approves the rescheduling of this event and use of the public right of way on June 20, 2025 for this Event.

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

1. The Board of Public Works declares that Resolution 2025-046, attached hereto and incorporated by reference, is amended such that the Event shall occur on June 20, 2025.
2. In the event that unforeseen weather conditions prohibit BHA from holding their event on June 20, 2025, the Department may approve rescheduling of the Event without seeking approval from the Board of Public Works. Department shall make sure any such rescheduling is included as a Report for the next Board of Public Works meeting.
3. All items listed in 2025-046 not amended herein remain in full force and effect.
4. _____, 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 18th DAY OF JUNE, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-46(a) ARE ACCEPTABLE
AND AGREED TO BY VENDOR:

BLOOMINGTON HOUSING AUTHORITY:

Signature

Date: _____

Printed Name, Title

EXHIBIT A

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2025-046 BLOOMINGTON HOUSING AUTHORITY FAMILY NIGHT OUT

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 Bloomington Housing Authority (hereinafter "BHA") is organizing a Family Night Out Block Party, on Wednesday, June 18, 2025, to take place on N. Summit St. between N. Monroe St. and W. 13th St; and

WHEREAS, the BHA has requested that the Board of Public Works allow them to close the locations described herein between 12:00 p.m. and 7:00 p.m. on Wednesday, June 18, 2025; and

WHEREAS, the BHA 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 the BHA may close N. Summit St. between N. Monroe St. and W. 13th St, as indicated on the attached application marked as **Exhibit A**, incorporated into this Resolution by reference. These locations will be closed from 12:00 p.m. and 7:00 p.m. on Wednesday, June 18, 2025.
3. BHA shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. The BHA 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 BHA will provide and set up barricades not before 12:00 p.m. June 18, 2025. The barricades will be removed by 7:00 p.m. on June 18, 2025.
6. The BHA 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 and place in designated area for pick-up. Clean-up shall be completed by 7:00 p.m. on June 18, 2025.
7. The BHA 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.
8. The BHA 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.


RESOLUTION 202546


9. The BHA 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.
10. The BHA 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.
11. The BHA 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 event organizers agree to submit to the City at least two weeks prior to the event.
12. In the event the BHA 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.
13. In consideration for the use of the City's property and to the fullest extent permitted by law, the BHA, 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.
14. _____, 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 3rd DAY OF June ~~MAY~~, 2025.

BOARD OF PUBLIC WORKS:

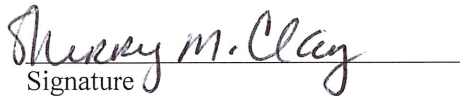

Kyla Cox Deckard, President


Elizabeth Karon, Vice President


James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-46 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

BLOOMINGTON HOUSING AUTHORITY:


Signature

Date: 6-6-25

Sherry M. Clay, BHARC
Printed Name, Title President



Board of Public Works Staff Report

Project/Event:	Bloomington Convention Center Redevelopment
Staff Representative:	Kyle Baugh
Petitioner/Representative:	Andrew Scere -Weddle Bros Building Group PM
Date:	June 18, 2025

Report: Weddle Bros Building Group is requesting several closures as part of the Bloomington Convention Center redevelopment. The requested closures for phase one includes:

- Conversion of the southern east bound lane of 3rd Street between Madison Street and College Avenue to a right turn only lane.
- Parking lane reservations on the east side of College Avenue between 3rd Street and Smith Avenue.
- Closure of the southern east bound lane of 3rd Street from College Avenue to Walnut Street.
- Closure of the left turn lane along Walnut Street between Third Street and Smith Avenue

These closures would be utilized to place pedestrian diversions along the east side of College Avenue, south side of 3rd Street, and west side of Walnut Street.

This request is to accommodate site work necessary for the Bloomington Convention Center Project. The traffic controls would be in place from June 27th, 2025 through January 23rd, 2026. Other permits for various closure needs are also expected between phase completions.

Andrew Scere, Project Manager for Weddle Bros will be presenting an overview of the project and its phasing and should be able to answer any additional questions you may have.

Notification checklist:

Notified?	Stakeholder name/Contact Info	Notes:
Yes	Emergency services	Notice provided via inRoads system
	Bloomington Transit:	
No	Indiana university: <ul style="list-style-type: none">• Susie Johnson, Associate Vice President for Facility Operations - saj3@iu.edu• Matthew Jeffries, Director of Construction and Operations - mdjeffri@iu.edu• Jason Banach, University Director of Real Estate - jbanach@iu.edu	Closure locations are not adjacent to Indiana University properties.
	MCCSC: Scott Waddell, Director of Transportation - dwaddell@mccsc.edu	
	Affected property owners	
	Bloomington Parking Authority	

Site map:

Please see attached documents for the site map.

Bledsoe Riggert Cooper James
LAND SURVEYING • CIVIL ENGINEERING • GIS

June 1st, 2025

Maria McCortice
Public Works Department Manager
City of Bloomington Engineering
401 Morton Street
Bloomington, IN 47404

Please email Maria.McCortice@bloomington.in.gov

Re: Bloomington Convention Center Expansion
Maintenance of Traffic Plan

Dear Maria,

On behalf of the Monroe County Capital Improvement Board and Weddle Bros., we respectfully request approval of the first phase of the Maintenance of Traffic Plan to allow construction of the Bloomington Convention Center Expansion Project to begin.

The first phase of the Maintenance of Traffic Plan, as accepted by City Engineering, includes:

- Closure of the left turn lane along Walnut Street from the south end of the Project site north to Third Street
- Closure of the southern east bound lane of Third Street from College Avenue to Walnut Street
- Provision of walkarounds along Walnut Street, Third Street, and College Avenue to allow closure of the sidewalks surrounding the Project site

This phase will remain in effect from June 2025 to January 2026.

Future phases of the Maintenance of Traffic Plan, to take the Project through completion at the end of 2026 are under review by City Engineering and will be presented to the Board of Public Works at least two months in advance of implementation.

Thank you for your consideration.

Sincerely,



William S. Riggert, P.E.
Principal Engineer



Board of Public Works Claim Register

Invoice Date Range 06/07/25 - 06/20/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 43442 - Equipment Deposits										
Debra Miller	MILLER-052425	01-Trap Deposit refund-5/24/25	Paid by Check # 80234		06/10/2025	06/10/2025	06/20/2025		06/20/2025	40.00
Account 43442 - Equipment Deposits Totals										Invoice Transactions 1
										<u>\$40.00</u>
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1T31-VDXQ-Y1MG	01-scales and feeding bottles	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	154.65
4045 - Datamars, INC	930170	01-Microchips (250)	Paid by EFT # 66136		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,279.70
313 - Fastenal Company	INBLM212262-CRED	01-Return on Undelivered Item 05/08/19	Paid by EFT # 66158		06/10/2025	06/10/2025	06/20/2025		06/20/2025	(25.67)
313 - Fastenal Company	INBLM238959	01-(12) Scrub Brushes	Paid by EFT # 66158		06/10/2025	06/10/2025	06/20/2025		06/20/2025	70.31
4574 - John Deere Financial f.s.b. (Rural King)	350258	01-Litter boxes for shelter (15)	Paid by Check # 80219		06/10/2025	06/10/2025	06/20/2025		06/20/2025	74.85
4574 - John Deere Financial f.s.b. (Rural King)	206450	01-litter-50 40lb bags pellet bedding	Paid by Check # 80219		06/10/2025	06/10/2025	06/20/2025		06/20/2025	264.50
4633 - Midwest Veterinary Supply, INC	25012734-050	01-vinyl exam gloves (XL)	Paid by EFT # 66238		06/10/2025	06/10/2025	06/20/2025		06/20/2025	28.35
4633 - Midwest Veterinary Supply, INC	25274707-000	01-Appetite Stimulant	Paid by EFT # 66238		06/10/2025	06/10/2025	06/20/2025		06/20/2025	50.16
4633 - Midwest Veterinary Supply, INC	25206920-050	01-vinyl exam gloves (L) & Syringes	Paid by EFT # 66238		06/10/2025	06/10/2025	06/20/2025		06/20/2025	159.65
4633 - Midwest Veterinary Supply, INC	24995199-050	01-Disinfectant Cleaner-Rescue Concentrate-5 gal pail	Paid by EFT # 66238		06/10/2025	06/10/2025	06/20/2025		06/20/2025	181.69
4633 - Midwest Veterinary Supply, INC	25274707-050	01-vinyl exam gloves (L & XL) & Syringes	Paid by EFT # 66238		06/10/2025	06/10/2025	06/20/2025		06/20/2025	191.75
Account 52210 - Institutional Supplies Totals										Invoice Transactions 11
										<u>\$2,429.94</u>
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	761475	01-Keys for Shelter padlocks (2)	Paid by EFT # 66210		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4.00
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 1
										<u>\$4.00</u>
Account 53130 - Medical										
6529 - BloomingPaws, LLC	738294	01-spay surgery-Tulsi-5/29/25	Paid by EFT # 66107		06/10/2025	06/10/2025	06/20/2025		06/20/2025	120.50
6529 - BloomingPaws, LLC	738298	01-spay surgery-Maggie Mae- 05/29/25	Paid by EFT # 66107		06/10/2025	06/10/2025	06/20/2025		06/20/2025	120.50
6529 - BloomingPaws, LLC	738273	01-spay surgery-Jelly Belly- 05/29/25	Paid by EFT # 66107		06/10/2025	06/10/2025	06/20/2025		06/20/2025	120.50
175 - Monroe County Humane Association, INC	52184	01-Spay/Neuter Surgeries-5/6/25	Paid by EFT # 66246		06/10/2025	06/10/2025	06/20/2025		06/20/2025	600.00



Board of Public Works Claim Register

Invoice Date Range 06/07/25 - 06/20/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53130 - Medical										
9004 - Public Vet Services INC	051425	01-Spay/Neuter Surgeries-cat (1), dogs (19)	Paid by EFT # 66278		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,940.00
Account 53130 - Medical Totals										Invoice Transactions 5
										\$3,901.50
Account 53220 - Postage										
3560 - First Financial Bank / Credit Cards	129X3V670314 3657	01-UPS Store-BOH Shipping 05/06/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	15.07
3560 - First Financial Bank / Credit Cards	129X3V670314 8588	01-UPS Store-BOH Shipping 05/13/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	15.07
3560 - First Financial Bank / Credit Cards	9589071052700 014	01-USPS-Certified Mail for Animal Control Commission 04/30/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	5.58
Account 53220 - Postage Totals										Invoice Transactions 3
										\$35.72
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	15379-001 0525	01-ACC-water/sewer bill-May 2025	Paid by Check # 80200		06/11/2025	06/11/2025	06/11/2025		06/11/2025	600.96
Account 53530 - Water and Sewer Totals										Invoice Transactions 1
										\$600.96
Account 53990 - Other Services and Charges										
231 - IU Health OCC Health Services	00168827-00	01-Hep B Vaccine for N. Steury-5/8/25	Paid by EFT # 66197		06/10/2025	06/10/2025	06/20/2025		06/20/2025	90.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$90.00
Program 010000 - Main Totals										Invoice Transactions 23
										\$7,102.12
Program 010001 - Donations Over \$5K										
Account 53130 - Medical										
175 - Monroe County Humane Association, INC	52184	01-Spay/Neuter Surgeries-5/6/25	Paid by EFT # 66246		06/10/2025	06/10/2025	06/20/2025		06/20/2025	571.00
175 - Monroe County Humane Association, INC	52417	01-Spay/Neuter Surgeries-5/20/25	Paid by EFT # 66246		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,171.30
Account 53130 - Medical Totals										Invoice Transactions 2
										\$1,742.30
Program 010001 - Donations Over \$5K Totals										Invoice Transactions 2
										\$1,742.30
Department 01 - Animal Shelter Totals										Invoice Transactions 25
										\$8,844.42
Department 02 - Public Works										
Program 020000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CWQ-6PP7-7F4Y	02- Frame for APWA Poster and Proclamation	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	61.55



Board of Public Works Claim Register

Invoice Date Range 06/07/25 - 06/20/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 02 - Public Works										
Program 020000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	420162066001	02 - clipboards, Pens & post it notes for admin office	Paid by EFT # 66261		06/10/2025	06/10/2025	06/20/2025		06/20/2025	30.28
Account 52110 - Office Supplies Totals										Invoice Transactions 2
										<u>\$91.83</u>
Account 52330 - Street , Alley, and Sewer Material										
5149 - E&B Paving, INC	30063738	20-Asphalt materials for paving- Deborah/Grossman- 5/13-5/14	Paid by EFT # 66146		06/10/2025	06/10/2025	06/20/2025		06/20/2025	23,208.58
5149 - E&B Paving, INC	30063932	20-Asphalt for patching 05/19/25	Paid by EFT # 66146		06/10/2025	06/10/2025	06/20/2025		06/20/2025	23,254.39
5149 - E&B Paving, INC	30064004	20-Asphalt-Tapp Rd & patching- 05/21/25	Paid by EFT # 66146		06/10/2025	06/10/2025	06/20/2025		06/20/2025	14,487.06
Account 52330 - Street , Alley, and Sewer Material Totals										Invoice Transactions 3
										<u>\$60,950.03</u>
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	348313	02- Drum liners for Brighten Btown & 527 N Morton	Paid by Check # 80219		06/10/2025	06/10/2025	06/20/2025		06/20/2025	199.90
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										<u>\$199.90</u>
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	Trimble1278	02-Asset Mgt. Software User Conf Reg-Nickel	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,215.00
Account 53160 - Instruction Totals										Invoice Transactions 1
										<u>\$1,215.00</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	HZW9RK	02-Delta-Airfare-Nickel-Cityworks Conf-Utah	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	468.96
Account 53230 - Travel Totals										Invoice Transactions 1
										<u>\$468.96</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	TH0172344-2025	02-PW-TH0172344-Online Newspaper Subscription for 2025	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	99.00
6891 - Gannett Media Corp (Herald Times)	TH0172344-0225	02-Newspaper Service 02.01.2025-01.31.2026 Public Works	Paid by Check # 80216		06/10/2025	06/10/2025	06/20/2025		06/20/2025	249.54
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 2
										<u>\$348.54</u>
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	15372576	02-EV Connect-IVY Tech-PW Vehicle-Wason-5/1/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	27.08



Board of Public Works Claim Register

Invoice Date Range 06/07/25 - 06/20/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 02 - Public Works										
Program 020000 - Main										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	15420014	02-EV Connect-IVY Tech-PW Vehicle-Wason-5/3/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	36.94
3560 - First Financial Bank / Credit Cards	15478637	02-EV Connect-IVY Tech-PW Vehicle-Wason-5/7/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	47.43
7703 - Smokin' Jacks Rib Shack, LLC (Blooming Boards)	000829	02-Catering for Public Works Annual Event-6/9/25	Paid by EFT # 66303		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4,567.55
Account 53990 - Other Services and Charges Totals							Invoice Transactions	4		\$4,679.00
Program 020000 - Main Totals							Invoice Transactions	14		\$67,953.26
Department 02 - Public Works Totals							Invoice Transactions	14		\$67,953.26
Department 03 - City Clerk										
Program 030000 - Main										
Account 52410 - Books										
3560 - First Financial Bank / Credit Cards	5.17.25	03-2 instructional books for Clerk's Office	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	32.45
Account 52410 - Books Totals							Invoice Transactions	1		\$32.45
Program 030000 - Main Totals							Invoice Transactions	1		\$32.45
Department 03 - City Clerk Totals							Invoice Transactions	1		\$32.45
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GV6-TTJ9-R44J	04-Steno Notebooks	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	9.99
6530 - Office Depot, INC	420995742001	04-Office Supplies - tape	Paid by EFT # 66261		06/10/2025	06/10/2025	06/20/2025		06/20/2025	16.99
Account 52110 - Office Supplies Totals							Invoice Transactions	2		\$26.98
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YWY-QQCD-6Q9Y	04-Raffle Tickets & Drawing Box for Earth Day	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	7.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11R7-7VHX-7JXQ	04-Paint Supplies for Duke Mural-varnish	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	68.05
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QVL-4Y7R-39WR	04- Kool Kit Supplies for Beat the Heat-sunscreen, power drink m	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	793.68
Account 52420 - Other Supplies Totals							Invoice Transactions	3		\$869.72



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Fund 1101 - General										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	4449	04-Global Entrepreneur Conf Reg- Jane Kupersmith	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	399.00
3560 - First Financial Bank / Credit Cards	58247983	04- Green Umbrella Conf Reg-J. Perry	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	25.75
3560 - First Financial Bank / Credit Cards	e5jyJAa	04-2025 Strong Towns Reg-Kupersmith-Providence, RI	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	350.00
4412 - International Economic Development Council	111568	04-Course Reg- Entrepreneurial & SBD Strategies-De La Rosa	Paid by EFT # 66193		06/10/2025	06/10/2025	06/20/2025		06/20/2025	690.00
Account 53160 - Instruction Totals									Invoice Transactions 4	\$1,464.75
Account 53230 - Travel										
9848 - Nicholas Blandford	IEDC-05.2025	04-per diem/hotel-IEDC-Muncie, IN-5/11-5/16/25	Paid by EFT # 66105		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,047.00
4847 - Anna Dragovich	IEDC-05.2025	04-per diem/hotel-IEDC-Muncie, IN-5/11-5/16/25	Paid by EFT # 66142		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,063.00
3560 - First Financial Bank / Credit Cards	339388272	04-Wisconsin Union Hotel-MRSS-Ohio-Perry-4/29-5/2	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	393.00
3560 - First Financial Bank / Credit Cards	693635	04-Illinois Tollway-Tolls-Warren-Travel to Chicago	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	21.80
3560 - First Financial Bank / Credit Cards	7310542934566	04-Expedia-Airfare-Kupersmith-Providence, RI-6/9-6/12	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	339.65
3560 - First Financial Bank / Credit Cards	8677639415	04-INBIZ-BUEA Entity Report Fee	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	.00
9843 - Jolie Briana Perry	MCC-04.2025	04-per diem/LYFT/Pkg/Mlg-Midwest Climate Collab-Madison-4/29-5/2	Paid by EFT # 66271		06/10/2025	06/10/2025	06/20/2025		06/20/2025	336.86
Account 53230 - Travel Totals									Invoice Transactions 7	\$3,201.31
Account 53310 - Printing										
53125 - Mr. Copy, INC	37534	04- Convention Center Art Board	Paid by EFT # 66253		06/10/2025	06/10/2025	06/20/2025		06/20/2025	93.60
Account 53310 - Printing Totals									Invoice Transactions 1	\$93.60



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Fund 1101 - General										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53910 - Dues and Subscriptions										
8748 - Also Energy INC	INV-01AE-606366	04-Solar Monitoring Subscription 08/18/25-08/18/26	Paid by EFT # 66086		06/10/2025	06/10/2025	06/20/2025		06/20/2025	14,401.00
3560 - First Financial Bank / Credit Cards	16vpbCDP	04-Form Approvals-Google Addon -Coates-3 mo sub	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	30.00
3560 - First Financial Bank / Credit Cards	MC22446319	04-MailChimp Monthly Subscription - May2025	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	45.00
3560 - First Financial Bank / Credit Cards	8677639415	04-INBIZ-BUEA Entity Report Fee	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	21.00
7980 - Right Click Solutions INC (RideAmigos)	03447	04-Ride Amigos Annual Licensing Fee 01/01/25-06/30/25	Paid by EFT # 66288		06/10/2025	06/10/2025	06/20/2025		06/20/2025	12,800.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 5	\$27,297.00
Account 53960 - Grants										
174 - Hoosier Hills Food Bank INC	HHGRANT-2025	04-Grant to Purchase Locally Grown Produce 2025	Paid by EFT # 66180		06/10/2025	06/10/2025	06/20/2025		06/20/2025	15,050.00
Account 53960 - Grants Totals									Invoice Transactions 1	\$15,050.00
Account 53970 - Mayor's Promotion of Business										
205 - City Of Bloomington	4142024Burnin gCo	04-Rental Fees for Burning Couch 2025	Paid by Check # 80209		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,800.00
Account 53970 - Mayor's Promotion of Business Totals									Invoice Transactions 1	\$2,800.00
Program 040000 - Main Totals									Invoice Transactions 24	\$50,803.36
Program 04CRED - ESD CRED										
Account 53960 - Grants										
8489 - MPI Solar, LLC	1404	04-SEEL 2024 Solar - Bloom Magazine	Paid by EFT # 66252		06/10/2025	06/10/2025	06/20/2025		06/20/2025	25,000.00
Account 53960 - Grants Totals									Invoice Transactions 1	\$25,000.00
Program 04CRED - ESD CRED Totals									Invoice Transactions 1	\$25,000.00
Program 04TECH - Trades Tech Center										
Account 53990 - Other Services and Charges										
3909 - Applied Engineering Services, INC	23-066-002306611	04-Trades District Tech Center Bldg Cx thru 4/11/25	Paid by EFT # 66092		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4,700.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$4,700.00
Program 04TECH - Trades Tech Center Totals									Invoice Transactions 1	\$4,700.00
Department 04 - Economic & Sustainable Dev Totals									Invoice Transactions 26	\$80,503.36



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Fund 1101 - General										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 52420 - Other Supplies										
53442 - Paragon Micro, INC	S5207899	06 - Fujitsu fi-8040 Document Scanner - Silworth	Paid by EFT # 66268		06/10/2025	06/10/2025	06/20/2025		06/20/2025	499.99
53442 - Paragon Micro, INC	S5207984	06 - Fujitsu fi-8040 Document Scanner - Baker	Paid by EFT # 66268		06/10/2025	06/10/2025	06/20/2025		06/20/2025	499.99
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$999.98
Account 53730 - Machinery and Equipment Rental										
933 - United States Postal Service	POBOX100-2025	06-Annual Fee for COB PO BOX 100-EPS #1000210808	Paid by Check # 80229		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,610.00
Account 53730 - Machinery and Equipment Rental Totals							Invoice Transactions 1			\$1,610.00
Account 53990 - Other Services and Charges										
391 - O. W. Krohn & Associates, LLP	SUMMIT-3.31.25	06-prof serv w general acct & Sudbury/Summit Proj- 3-31-25	Paid by EFT # 66260		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4,522.50
391 - O. W. Krohn & Associates, LLP	3-31-25	06-prof serv w/ general acct & prep for ACFR 3-31-25	Paid by EFT # 66260		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,955.00
391 - O. W. Krohn & Associates, LLP	SYP 3.31.25	06-prof serv w general acct & SYP Proj- 2/1/25 -3/31/25	Paid by EFT # 66260		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,907.50
4712 - Shredding and Storage Unlimited, LLC	77570	06-Onsite shredding-documents (3 96 gal totes)-OOTC & HR 4.30.25	Paid by EFT # 66299		06/10/2025	06/10/2025	06/20/2025		06/20/2025	150.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 4			\$8,535.00
Program 060000 - Main Totals							Invoice Transactions 7			\$11,144.98
Department 06 - Controller's Office Totals							Invoice Transactions 7			\$11,144.98
Department 07 - Engineering										
Program 070000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	12410851533	07-GLITE Conference Registration #0521 A. Cibor-Indy-6/8-6/10	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	400.00
3560 - First Financial Bank / Credit Cards	224038	07-ITE Webinar Registration Fee for A. Cibor 04/29/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	20.00
Account 53160 - Instruction Totals							Invoice Transactions 2			\$420.00



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Fund 1101 - General										
Department 07 - Engineering										
Program 070000 - Main										
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-23113	07 - 250 Business Cards for Z. Bell	Paid by EFT # 66236		06/10/2025	06/10/2025	06/20/2025		06/20/2025	77.08
Account 53310 - Printing Totals							Invoice Transactions	1		\$77.08
Program 070000 - Main Totals							Invoice Transactions	3		\$497.08
Department 07 - Engineering Totals							Invoice Transactions	3		\$497.08
Department 09 - CFRD										
Program 090000 - Main										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	4231	09-Sam's Club-Tootsie Pops for HRC 4th of July Float	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	72.10
4549 - Kroger Limited Partnership I	111393	09-More Tootsie Pops for HRC 4th of July Parade Float-5/23	Paid by Check # 80220		06/10/2025	06/10/2025	06/20/2025		06/20/2025	17.45
Account 52420 - Other Supplies Totals							Invoice Transactions	2		\$89.55
Account 53640 - Hardware and Software Maintenance										
3560 - First Financial Bank / Credit Cards	INV299446135	09-Partial Payment of cfrdadmin Zoom Monthly Fee-May 2025	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	9.45
Account 53640 - Hardware and Software Maintenance Totals							Invoice Transactions	1		\$9.45
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	5.27.25	09-Constant Contact Monthly Sub-May 2025	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	157.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	1		\$157.00
Program 090000 - Main Totals							Invoice Transactions	4		\$256.00
Department 09 - CFRD Totals							Invoice Transactions	4		\$256.00
Department 10 - Legal										
Program 100000 - Main										
Account 52410 - Books										
3560 - First Financial Bank / Credit Cards	03791	10-APA-Planning Book	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	60.00
Account 52410 - Books Totals							Invoice Transactions	1		\$60.00
Account 53120 - Special Legal Services										
6223 - Faegre Drinker Biddle & Reath LLP	6080477	10-legal services-Convention Center finance-4/29-4/30/25	Paid by EFT # 66157		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4,490.50



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Fund 1101 - General										
Department 10 - Legal										
Program 100000 - Main										
Account 53120 - Special Legal Services										
6223 - Faegre Drinker Biddle & Reath LLP	6071543	10-legal services-Convention Center-5/3/24-4/24/25	Paid by EFT # 66157		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4,599.45
Account 53120 - Special Legal Services Totals									Invoice Transactions 2	\$9,089.95
Account 53160 - Instruction										
259 - Indiana Association Of Cities & Towns (AIM)	120905	10-Municipal Law Seminar 2025-7 attorneys	Paid by EFT # 66186		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,240.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$2,240.00
Account 53220 - Postage										
3560 - First Financial Bank / Credit Cards	880794090206	10-FedEx shipment BPBC-Faegre Drinker Biddle & Reath-4/28/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	33.53
Account 53220 - Postage Totals									Invoice Transactions 1	\$33.53
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	4049387	10-notary back ground check-Whitlow	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	15.70
3560 - First Financial Bank / Credit Cards	195739158	10-notary renewal fee-Whitlow	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	74.37
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$90.07
Program 100000 - Main Totals									Invoice Transactions 7	\$11,513.55
Department 10 - Legal Totals									Invoice Transactions 7	\$11,513.55
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	422296623001	11-Gold Seals for Proclamations	Paid by EFT # 66261		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4.70
Account 52110 - Office Supplies Totals									Invoice Transactions 1	\$4.70
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1PY6-YD93-9D9H	11-Wirelss Mini Microphones for iPhones (2)	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	43.68
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$43.68
Account 53320 - Advertising										
50706 - Bloomington Magazine, INC (Bloom Magazine)	114-16	11- Ads for June/July 2025	Paid by EFT # 66108		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,753.00
Account 53320 - Advertising Totals									Invoice Transactions 1	\$1,753.00



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Fund 1101 - General										
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	SIB-3074604	11-Brevo Subscription 04.30-05.30.2025	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	181.00
3560 - First Financial Bank / Credit Cards	18418902	11-Lucid Subscription Annual 05.26.25-05.26.26	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	108.00
3560 - First Financial Bank / Credit Cards	051925	11-Additional User on Notion 04.25.25-04.19.26	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	118.03
6042 - International Town & Gown Association	ITGAMan255	11- Annual Membership Dues 05.02.25-05.02.26	Paid by EFT # 66194		06/10/2025	06/10/2025	06/20/2025		06/20/2025	650.00
158 - United States Conference of Mayors	INV005738	11- 2026 Membership Dues	Paid by EFT # 66326		06/10/2025	06/10/2025	06/20/2025		06/20/2025	5,970.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	5		\$7,027.03
Program 110000 - Main Totals							Invoice Transactions	8		\$8,828.41
Department 11 - Mayor's Office Totals							Invoice Transactions	8		\$8,828.41
Department 12 - Human Resources										
Program 120000 - Main										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	530-1-3250-10657	12-Office Depot- Storage Boxes for Office	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	371.94
3560 - First Financial Bank / Credit Cards	190548	12-Tablecloth Dry Clean from Benefits Fair Event	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	149.94
3560 - First Financial Bank / Credit Cards	9984113821	12-Staples-Refund for difference in chair for S Johnson	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	(13.64)
9148 - Office Easel LLC	1422	12- 10 extra magnetic backs for employee name badges	Paid by EFT # 66262		06/10/2025	06/10/2025	06/20/2025		06/20/2025	20.00
Account 52420 - Other Supplies Totals							Invoice Transactions	4		\$528.24
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	326256	12-Holiday Express-Kanyi-IN Chamber of Comm HR Conf-Indy	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	308.00
3560 - First Financial Bank / Credit Cards	16515	12-Kimpton Santo-hotel-Kanyl-Tyler Tech Conf-TX	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	558.50



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Fund 1101 - General										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	326276	12-Holiday Inn-Mullen-IN Chamber of Comm	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	308.00
9842 - Kelly K Mullen	ICCHRCONF-5.25	12-per diem/Mileage-IN Chamber of Comm HR Conf-Indy-5/5-5/7	Paid by EFT # 66254		06/10/2025	06/10/2025	06/20/2025		06/20/2025	171.85
Account 53230 - Travel Totals							Invoice Transactions 4			\$1,346.35
Account 53990 - Other Services and Charges										
8882 - Employers Choice Online INC	66144	12-19 background checks - May 2025	Paid by EFT # 66151		06/10/2025	06/10/2025	06/20/2025		06/20/2025	660.11
9457 - Kelsey Pierce Gregory	012	12-Compensation & Classification Consultation 05/19-5/31/25	Paid by EFT # 66171		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,842.50
9533 - KPro , INC (HRPro)	146084	12- June 2025 Cobra Administrative Fee	Paid by EFT # 66207		06/10/2025	06/10/2025	06/20/2025		06/20/2025	45.00
7475 - Chasity Mottinger	0002544701-0525	12-C Mottinger Educational Reimbursement	Paid by EFT # 66250		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,146.23
Account 53990 - Other Services and Charges Totals							Invoice Transactions 4			\$4,693.84
Program 120000 - Main Totals							Invoice Transactions 12			\$6,568.43
Department 12 - Human Resources Totals							Invoice Transactions 12			\$6,568.43
Department 13 - Planning										
Program 130000 - Main										
Account 42080 - F.H.W.A. Planning										
199 - Monroe County Government	MPO-FY2025Q3	13-FY 2025 UPWP Q3 Infrastructure Management Systems	Paid by EFT # 66245		06/10/2025	06/10/2025	06/20/2025		06/20/2025	49,886.00
Account 42080 - F.H.W.A. Planning Totals							Invoice Transactions 1			\$49,886.00
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17PF-4RDJ-7WTF	13- Spiral notebooks, notepads, and paper towels	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	43.78
3560 - First Financial Bank / Credit Cards	2000130-22554147	13-Walmart-Markers for Department Retreat	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	18.75
Account 52110 - Office Supplies Totals							Invoice Transactions 2			\$62.53



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Fund 1101 - General										
Department 13 - Planning										
Program 130000 - Main										
Account 52240 - Fuel and Oil										
3560 - First Financial Bank / Credit Cards	15881344	13-EV Charging- Department Vehicle- Trades Garage- 05/29/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	10.62
Account 52410 - Books										
3560 - First Financial Bank / Credit Cards	10131	13- Housing Choice Catalog for David Hittle	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	29.99
Account 52420 - Other Supplies										
4819 - InfoUSA Marketing INC.	10004318171	13-Polk City Directory for Monroe County 2025 Edition	Paid by EFT # 66191		06/10/2025	06/10/2025	06/20/2025		06/20/2025	410.00
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	251	13-Gables Bagels-Food Purchase for Department Retreat 05/05/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	219.80
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007135855	13-Legal Ads 05/02/25 & 05/12/25	Paid by EFT # 66161		06/10/2025	06/10/2025	06/20/2025		06/20/2025	221.92
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	03806	13-APA IN Chapter Job Posting for Senior Zoning Planner	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	100.00
3560 - First Financial Bank / Credit Cards	3528486	13-APA-Senior Zoning Planner Job Posting- APA National website	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	295.00
3560 - First Financial Bank / Credit Cards	5567	13-Floodplain and Stormwater Membership Renewal Rachael J.	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	50.00
3560 - First Financial Bank / Credit Cards	3525514	13- APA Renewal Membership for Joy Brown	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	101.00



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Fund 1101 - General										
Department 13 - Planning										
Program 130000 - Main										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	3527980	13- APA Membership Renewal for Rachael Johnson	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	675.70
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 5
										\$1,221.70
Account 53990 - Other Services and Charges										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	44398	13- UDO Public Notice mailing to all city residents (23,789)	Paid by EFT # 66080		06/10/2025	06/10/2025	06/20/2025		06/20/2025	14,242.87
3560 - First Financial Bank / Credit Cards	15370130	13-EV Charging-Dept Vehicle-City Hall lot-5/1/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4.74
3560 - First Financial Bank / Credit Cards	15374369	13-EV Charging-Department Vehicle-Trades Garage-05/02/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4.30
3560 - First Financial Bank / Credit Cards	000445746	13-Mo Co Rec-op of Plat-Indiana Enterprise Center Lots #3/4/5	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4.95
Account 53990 - Other Services and Charges Totals										Invoice Transactions 4
										\$14,256.86
Program 130000 - Main Totals										Invoice Transactions 17
Department 13 - Planning Totals										Invoice Transactions 17
										\$66,319.42
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52310 - Building Materials and Supplies										
1537 - Indiana Door & Hardware Specialties, INC	14193AA	19 - (2) keys for OOTM supply closet	Paid by Check # 80217		06/10/2025	06/10/2025	06/20/2025		06/20/2025	18.00
293 - J&S Locksmith Shop, INC	264351	19-Service call to unlock Mailbox lock & replace	Paid by EFT # 66200		06/10/2025	06/10/2025	06/20/2025		06/20/2025	84.99
Account 52310 - Building Materials and Supplies Totals										Invoice Transactions 2
										\$102.99
Account 52420 - Other Supplies										
3892 - Midwest Color Printing, INC	INV-22078	19-250 business cards for JD Boruff	Paid by EFT # 66236		06/10/2025	06/10/2025	06/20/2025		06/20/2025	79.58
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										\$79.58
Account 52430 - Uniforms and Tools										
19171 - Vestis Group, INC (FKA Aramark)	4080183715	19-pants for R Flake - 5/22/2025	Paid by EFT # 66331		06/10/2025	06/10/2025	06/20/2025		06/20/2025	14.20
19171 - Vestis Group, INC (FKA Aramark)	4080184738	19-pants for R Flake - 5/29/2025	Paid by EFT # 66331		06/10/2025	06/10/2025	06/20/2025		06/20/2025	14.20
Account 52430 - Uniforms and Tools Totals										Invoice Transactions 2
										\$28.40



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Fund 1101 - General										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	5008-001 0525	19-City Hall-water/sewer bill - May 2025	Edit		06/18/2025	06/18/2025	06/18/2025			1,039.63
208 - City Of Bloomington Utilities	200249-001 0525	19-Temp Mtr-Graffiti Team-water/sewer bill-May 2025	Edit		06/18/2025	06/18/2025	06/18/2025			16.16
Account 53530 - Water and Sewer Totals									Invoice Transactions 2	\$1,055.79
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	C018584	19-SA-City Hall quarterly planned maintenance June 2025	Paid by EFT # 66176		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,150.67
321 - Harrell Fish, INC (HFI)	ZW26360	19-SA-City Hall repair cooling tower-4/11/25	Paid by EFT # 66176		06/10/2025	06/10/2025	06/20/2025		06/20/2025	302.50
9300 - Huston Electric Holding CORP (Cassady Electric)	W12905	19-SA-Projector & microphone switch added in conf room-5/25/25	Paid by EFT # 66183		06/10/2025	06/10/2025	06/20/2025		06/20/2025	993.45
9300 - Huston Electric Holding CORP (Cassady Electric)	W12848	19-SA-relocate data lines in Legal suite for remodel-5/21/25	Paid by EFT # 66183		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,067.74
9300 - Huston Electric Holding CORP (Cassady Electric)	W12891	19-SA-City Hall inspect main entrance door opener-4/9/25	Paid by EFT # 66183		06/10/2025	06/10/2025	06/20/2025		06/20/2025	420.00
9300 - Huston Electric Holding CORP (Cassady Electric)	W13026	19-SA-City Hall replace breakers for elevator-4/22/25	Paid by EFT # 66183		06/10/2025	06/10/2025	06/20/2025		06/20/2025	852.83
393 - Kone INC	871701228	19-SA-City Hall elevator maintenance June 2025	Paid by EFT # 66213		06/10/2025	06/10/2025	06/20/2025		06/20/2025	387.62
7402 - Nature's Way, INC	976	19-SA- City Hall plant care June 2025	Paid by EFT # 66258		06/10/2025	06/10/2025	06/20/2025		06/20/2025	371.10
6688 - SSW Enterprises, LLC (Office Pride)	Inv-266989	19-CH/off site facilities-cleaning services May 2025	Paid by EFT # 66307		06/10/2025	06/10/2025	06/20/2025		06/20/2025	17,314.79
Account 53610 - Building Repairs Totals									Invoice Transactions 9	\$24,860.70
Account 54510 - Other Capital Outlays										
9488 - Rogers Remodeling LLC	2025-5-13-4	19-final repairs to 2541 W. 3rd-1 year warranty-5/28/25-5/28/26	Paid by EFT # 66290		06/10/2025	06/10/2025	06/20/2025		06/20/2025	6,491.50
Account 54510 - Other Capital Outlays Totals									Invoice Transactions 1	\$6,491.50



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Fund 1101 - General										
Department 19 - Facilities Maintenance										
Program 190000 - Main Totals								Invoice Transactions	17	\$32,618.96
Department 19 - Facilities Maintenance Totals								Invoice Transactions	17	\$32,618.96
Department 20 - Street										
Program 20CRED - STREET CRED										
Account 54510 - Other Capital Outlays										
9577 - Kimley-Horn and Associates, INC	268889000-0425	07-Grimes at Walnut Signal-thru 4/30/25	Paid by EFT # 66208		06/10/2025	06/10/2025	06/20/2025		06/20/2025	6,414.49
5149 - E&B Paving, INC	E&B3RDFRPAT-APP5	20-CCMG 2024-1 W 3rd St Maint-release bd held retainage	Paid by EFT # 66146		06/10/2025	06/10/2025	06/20/2025		06/20/2025	53,010.00
9651 - International Cybernetics Company LP - IMS	250531-42	20-Asset Condition Data Collection & Reporting 05/31/25	Paid by EFT # 66192		06/10/2025	06/10/2025	06/20/2025		06/20/2025	34,033.75
9651 - International Cybernetics Company LP - IMS	250531-54	20-Asset Condition Data Collection & Reporting 05/31/25	Paid by EFT # 66192		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,375.00
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	4	\$95,833.24
Program 20CRED - STREET CRED Totals								Invoice Transactions	4	\$95,833.24
Department 20 - Street Totals								Invoice Transactions	4	\$95,833.24
Department 26 - Parking										
Program 26CRED - PARKING CRED										
Account 54510 - Other Capital Outlays										
6197 - CE Solutions, INC	24-206-05	26-Morton & Walnut Garages-Repairs/Waterproofing-05/31/25	Paid by EFT # 66120		06/10/2025	06/10/2025	06/20/2025		06/20/2025	5,247.01
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	1	\$5,247.01
Program 26CRED - PARKING CRED Totals								Invoice Transactions	1	\$5,247.01
Department 26 - Parking Totals								Invoice Transactions	1	\$5,247.01
Department 28 - ITS										
Program 280000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	425391293001	28-(10) Cases of Copy Paper 05/29/25	Paid by EFT # 66261		06/10/2025	06/10/2025	06/20/2025		06/20/2025	192.00
Account 52110 - Office Supplies Totals								Invoice Transactions	1	\$192.00
Account 52420 - Other Supplies										
6792 - VARI Sales Corporation	91251659	28-Desk for Asia Abang	Paid by EFT # 66330		06/10/2025	06/10/2025	06/20/2025		06/20/2025	359.10
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$359.10



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Fund 1101 - General										
Department 28 - ITS										
Program 280000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	2603	28-Conference Registrations M. Stier, M. Blair & C. Moore	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	675.00
Account 53160 - Instruction Totals										Invoice Transactions 1
										<u>\$675.00</u>
Account 53230 - Travel										
8917 - Meghan Blair	IGIC-05.2025	28-per diem/pkg-IGIC Annual Conf-Indy-5/21/25	Paid by EFT # 66104		06/10/2025	06/10/2025	06/20/2025		06/20/2025	82.00
3560 - First Financial Bank / Credit Cards	47906327	28-Comfort Inn-ESRI Conf-C. Moore-San Diego-7/12-7/18	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,945.65
3560 - First Financial Bank / Credit Cards	NX30R0	28-United Airlines-bag check (2)-ESRI Conf-C. Moore	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	70.00
3560 - First Financial Bank / Credit Cards	NX30R0-Flight	28-United Airlines-airfare-ESRI Conf-C. Moore-San Diego	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	263.99
3560 - First Financial Bank / Credit Cards	050725-UNITED	28-United Airlines - Charlie Moore ESRI Conf Flight Insurance	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	17.79
3560 - First Financial Bank / Credit Cards	40059672721	28-Omni Hotel-Code for America Summit--Herhusky-Schneider	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,005.30
9328 - Charles Moore	IGIC-05.2025	28-per diem-IGIC Annual Conf-Indy-5/21/25	Paid by EFT # 66248		06/10/2025	06/10/2025	06/20/2025		06/20/2025	70.00
8208 - Gregory Overtom	TYLERCON-05.2025	28-per diem/hotel/pkg-Tyler Conf-San Antonio, TX-5/12-5/14	Paid by EFT # 66265		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,156.42
6112 - Max Stier	IGIC-05.2025	28-per diem/pkg-IGIC Annual Conf-Indy-5/22/25	Paid by EFT # 66311		06/10/2025	06/10/2025	06/20/2025		06/20/2025	82.00
Account 53230 - Travel Totals										Invoice Transactions 9
										<u>\$5,693.15</u>
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-23074	28-250 Business Cards Asia Abang	Paid by EFT # 66236		06/10/2025	06/10/2025	06/20/2025		06/20/2025	77.08
Account 53310 - Printing Totals										Invoice Transactions 1
										<u>\$77.08</u>



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Fund 1101 - General										
Department 28 - ITS										
Program 280000 - Main										
Account 53640 - Hardware and Software Maintenance										
3989 - Ricoh USA, INC	5071446625	28-4th St Garage-Copier/Printer Maintenance 04/01/25-04/30/25	Paid by EFT # 66287		06/10/2025	06/10/2025	06/20/2025		06/20/2025	30.79
3989 - Ricoh USA, INC	5071446652	28-City Civil Copier/Printer Maintenance 04/01/25-04/30/25	Paid by EFT # 66287		06/10/2025	06/10/2025	06/20/2025		06/20/2025	285.95
3989 - Ricoh USA, INC	5071477176	28-BPD Det-Copier/Printer Maintenance 05/01/25-05/31/25	Paid by EFT # 66287		06/10/2025	06/10/2025	06/20/2025		06/20/2025	41.49
8750 - Service Express, INC	458022	28- City Hall & BPD Server Maintenance 05/27/25	Paid by EFT # 66295		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,077.00
5444 - Tyler Technologies, INC	045-521392	28-Notify-Configure manag. console, test msg output & temp 05/15	Paid by EFT # 66324		06/10/2025	06/10/2025	06/20/2025		06/20/2025	390.00
5444 - Tyler Technologies, INC	045-519434	28- Notify for ERP & EPL Annual Fees 2025 05/09/25	Paid by EFT # 66324		06/10/2025	06/10/2025	06/20/2025		06/20/2025	390.00
Account 53640 - Hardware and Software Maintenance Totals									Invoice Transactions 6	\$2,215.23
Account 53910 - Dues and Subscriptions										
8731 - Equidox Software Company LLC	EQ693	28-Accessibility Software 3 User License-7/1/25-6/30/26	Paid by EFT # 66154		06/10/2025	06/10/2025	06/20/2025		06/20/2025	9,000.00
3560 - First Financial Bank / Credit Cards	2564	28-IGIC - 2025-26 Membership Renewal - 7 Members	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	750.00
3560 - First Financial Bank / Credit Cards	8755F40-0010	28-Airtable - Subscription 05/06/25-02/23/26	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	192.82
3560 - First Financial Bank / Credit Cards	2146014897	28-Amazon Web Services 04/01/25-04/30/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	.95
3560 - First Financial Bank / Credit Cards	1811979269	28-Bluehost WordPress Basic Hosting expires 05/18/26	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	143.88
3560 - First Financial Bank / Credit Cards	04528-59510676	28-Canva Subscriptions 05/26/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,933.76



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Fund 1101 - General										
Department 28 - ITS										
Program 280000 - Main										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	wPL5vM	28-Google - Website & App APIs & Domains 05/01/25-05/31/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	237.08
3560 - First Financial Bank / Credit Cards	180482557	28-Squarespace bloomingtonhospitalsite .com 05/18/25-05/18/26	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	15.00
3560 - First Financial Bank / Credit Cards	CC72C925-0056	28-Submittable - App Submission Software 05/27/25-06/27/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	119.00
3560 - First Financial Bank / Credit Cards	jyc3g1z2	28-BlueSky - Zoom Timer Subscription 05/04/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	89.95
3560 - First Financial Bank / Credit Cards	INV303342303	28-Zoom - Monthly Subscription Fees 04/29/25-05/19/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	111.58
2998 - Seiler Instrument & Mfg Co, INC	INV53810	28-GIS Catalyst 30-Annual- 05/22/25	Paid by EFT # 66294		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,365.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions		12	\$14,959.02
Account 54420 - Purchase of Equipment										
6728 - Precision Quality Contracting, LLC	INCOB250908	28-Hopewell Park Cabling 05/09/25	Paid by EFT # 66276		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4,750.00
Account 54420 - Purchase of Equipment Totals							Invoice Transactions		1	\$4,750.00
Program 280000 - Main Totals							Invoice Transactions		32	\$28,920.58
Department 28 - ITS Totals							Invoice Transactions		32	\$28,920.58
Fund 1101 - General Totals							Invoice Transactions		178	\$425,081.15
Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 52340 - Other Repairs and Maintenance										
603 - Traffic Control Corporation	158537	20-2 Controllers for Speed Board/School Flasher @ Binford School	Paid by EFT # 66320		06/10/2025	06/10/2025	06/20/2025		06/20/2025	472.00
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions		1	\$472.00
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TVG-F496-PHH9	20-Iphone Case (Love) & Paper Cups for Crews	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	61.55



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Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	177F-K46J-7MCX	20-Cordless Stick Water Transfer Pump for Sidewalk	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	95.99
409 - Black Lumber Co. INC	603372	20-(2) Strinlinger Pro 250' orange for Sidewalk crew	Paid by EFT # 66103		06/10/2025	06/10/2025	06/20/2025		06/20/2025	17.98
409 - Black Lumber Co. INC	603877	20-(2) 1x6-12 Pine Pro, (6) 1x4-12 pine pro for sidewalk crew	Paid by EFT # 66103		06/10/2025	06/10/2025	06/20/2025		06/20/2025	60.52
409 - Black Lumber Co. INC	603339	20-(6) 1x4-10 Pine Pro for Sidewalk crew	Paid by EFT # 66103		06/10/2025	06/10/2025	06/20/2025		06/20/2025	34.50
409 - Black Lumber Co. INC	603416	20-(2) 1x6-12 Pine Pro & (4) 1x4-12 Pine Pro	Paid by EFT # 66103		06/10/2025	06/10/2025	06/20/2025		06/20/2025	47.94
409 - Black Lumber Co. INC	603505	20-4x8 3/4 Nominal CD Yellow Pine for Traffic	Paid by EFT # 66103		06/10/2025	06/10/2025	06/20/2025		06/20/2025	39.99
409 - Black Lumber Co. INC	603811	Centrac's Control 20-(10) yellow lumber crayon for Traffic	Paid by EFT # 66103		06/10/2025	06/10/2025	06/20/2025		06/20/2025	9.90
409 - Black Lumber Co. INC	604067	pavement markings 20-Krylon Fusion Gloss White for Tree Crew	Paid by EFT # 66103		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4.99
177 - Indiana Oxygen Company, INC	10653985	20-(3) Propane Supplies for Traffic	Paid by EFT # 66187		06/10/2025	06/10/2025	06/20/2025		06/20/2025	85.38
293 - J&S Locksmith Shop, INC	265778	Dept 20-14IN-3/8 PICCO RM Bar-Snd for Tree Crew	Paid by EFT # 66200		06/10/2025	06/10/2025	06/20/2025		06/20/2025	48.99
4574 - John Deere Financial f.s.b. (Rural King)	207431	20-Nylong Smooth White 400 ft & Sprayers for Paving	Paid by Check # 80219		06/10/2025	06/10/2025	06/20/2025		06/20/2025	209.86
8658 - Kleindorfer's Hardware LLC	42362	20-Water Coolers, shovel, rags, cleaning supply, straps for crew	Paid by EFT # 66210		06/10/2025	06/10/2025	06/20/2025		06/20/2025	527.21
8658 - Kleindorfer's Hardware LLC	42621	20-(2) hard hats for SIGNS Crew	Paid by EFT # 66210		06/10/2025	06/10/2025	06/20/2025		06/20/2025	31.98
8658 - Kleindorfer's Hardware LLC	784614	20-Female Locking Connector for Paving	Paid by EFT # 66210		06/10/2025	06/10/2025	06/20/2025		06/20/2025	26.49
8658 - Kleindorfer's Hardware LLC	42113	20-(8) Raincoats for crews	Paid by EFT # 66210		06/10/2025	06/10/2025	06/20/2025		06/20/2025	136.32
8658 - Kleindorfer's Hardware LLC	29887	20-(2) 3 gal Sprayer, 150 ft floral storage reel, shovel for pav	Paid by EFT # 66210		06/10/2025	06/10/2025	06/20/2025		06/20/2025	123.46



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Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Supplies										
2974 - MacAllister Machinery Co, INC	P9998390	20-(2) Paver Wing Flashing for Paving Machine	Paid by EFT # 66227		06/10/2025	06/10/2025	06/20/2025		06/20/2025	265.74
2974 - MacAllister Machinery Co, INC	P9998395	20-(8) washer, (8) Nut-Hex, (8) Bolts for Paving Machine	Paid by EFT # 66227		06/10/2025	06/10/2025	06/20/2025		06/20/2025	32.48
9641 - Wise Building Solutions, INC	1526	20-Stamped Concrete Forms 05/29/25	Paid by EFT # 66348		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,553.00
Account 52420 - Other Supplies Totals									Invoice Transactions 20	\$3,414.27
Account 53130 - Medical										
231 - IU Health OCC Health Services	00168824-00	20-DOT 5 Panel Screen for D. Akers 05/08/25	Paid by EFT # 66197		06/10/2025	06/10/2025	06/20/2025		06/20/2025	55.00
Account 53130 - Medical Totals									Invoice Transactions 1	\$55.00
Account 53150 - Communications Contract										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	516631	20-Radio Service for Street Vehicles 06/01/25	Paid by EFT # 66150		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,321.25
Account 53150 - Communications Contract Totals									Invoice Transactions 1	\$2,321.25
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	GK970V	20-Delta-airfare-CityWorks Conf-Stephens & Morris	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,097.94
3560 - First Financial Bank / Credit Cards	1296	20-Trimble-Reg Expense-CityWorks Conf-Morris	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,350.00
3560 - First Financial Bank / Credit Cards	1290	20-Trimble-Reg Expense-CityWorks Conf-Stephens	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,350.00
Account 53230 - Travel Totals									Invoice Transactions 3	\$3,797.94
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	13885-002 0525	20-Traffic Bldg-water/sewer bill-May 2025	Paid by Check # 80200		06/11/2025	06/11/2025	06/11/2025		06/11/2025	54.95
208 - City Of Bloomington Utilities	16073-002 0525	20-Street Dept-water/sewer bill-May 2025	Edit		06/18/2025	06/18/2025	06/18/2025			290.88
208 - City Of Bloomington Utilities	200669-008 0525	20-Street Dept-fire hydrant-water/sewer bill-May 2025	Edit		06/18/2025	06/18/2025	06/18/2025			47.22
Account 53530 - Water and Sewer Totals									Invoice Transactions 3	\$393.05



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Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 53610 - Building Repairs										
9300 - Huston Electric Holding CORP (Cassady Electric)	W12874	20-SA-Install 16 dedicated circuits for block heaters-5/22/25	Paid by EFT # 66183		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4,750.00
392 - Koorsen Fire & Security, INC	IN00953401	20-Testing E-Lights Fire Extinguisher Service Plan-Traffic 05/28	Paid by EFT # 66214		06/10/2025	06/10/2025	06/20/2025		06/20/2025	106.00
Account 53610 - Building Repairs Totals									Invoice Transactions 2	\$4,856.00
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080184595	20-uniform rental (minus payroll ded)- 5/28/25	Paid by EFT # 66331		06/10/2025	06/10/2025	06/20/2025		06/20/2025	10.31
19171 - Vestis Group, INC (FKA Aramark)	4080184596	20-mat/towel service- 5/28/25	Paid by EFT # 66331		06/10/2025	06/10/2025	06/20/2025		06/20/2025	42.50
19171 - Vestis Group, INC (FKA Aramark)	4080185586	20-uniform rental (minus payroll ded)- 6/4/25	Paid by EFT # 66331		06/10/2025	06/10/2025	06/20/2025		06/20/2025	10.31
19171 - Vestis Group, INC (FKA Aramark)	4080185587	20-mat/towel service- 6/4/25	Paid by EFT # 66331		06/10/2025	06/10/2025	06/20/2025		06/20/2025	29.83
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 4	\$92.95
Account 53950 - Landfill										
365 - Rogers Group, INC	0071208008	20-Debris Disposal Fee 05/27/25 & 05/28/25	Paid by EFT # 66289		06/10/2025	06/10/2025	06/20/2025		06/20/2025	175.00
Account 53950 - Landfill Totals									Invoice Transactions 1	\$175.00
Account 53990 - Other Services and Charges										
137 - Good Earth, LLC	22059	20-(2) Debris Disposal Fee-truck #581	Paid by EFT # 66166		06/10/2025	06/10/2025	06/20/2025		06/20/2025	48.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$48.00
Program 200000 - Main Totals									Invoice Transactions 37	\$15,625.46
Department 20 - Street Totals									Invoice Transactions 37	\$15,625.46
Fund 2201 - Motor Vehicle Highway Totals									Invoice Transactions 37	\$15,625.46



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Fund 2202 - Local Road and Street										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	02-SL06.12.25-01	02-Street Light (Misc Lights)-04/22/25-06/03/25	Edit		06/18/2025	06/18/2025	06/18/2025			1,916.41
Account 53520 - Street Lights / Traffic Signals Totals							Invoice Transactions	1		\$1,916.41
Program 200000 - Main Totals							Invoice Transactions	1		\$1,916.41
Department 20 - Street Totals							Invoice Transactions	1		\$1,916.41
Fund 2202 - Local Road and Street Totals							Invoice Transactions	1		\$1,916.41
Fund 2203 - MVH Restricted (subfund of Motor Vehicle Highway)										
Department 20 - Street										
Program 200000 - Main										
Account 53990 - Other Services and Charges										
6611 - Precision Concrete, INC	250432-A6	20-Sidewalk Trip Hazard Repairs -4/10-4/24/25	Paid by EFT # 66275		06/10/2025	06/10/2025	06/20/2025		06/20/2025	46,132.63
6611 - Precision Concrete, INC	250432-A5	20-Sidewalk Trip Hazard Repairs 04/10/25	Paid by EFT # 66275		06/10/2025	06/10/2025	06/20/2025		06/20/2025	34,996.50
6611 - Precision Concrete, INC	250132	20-Sidewalk Trip Hazard Repairs-10/23-10/26/24	Paid by EFT # 66275		06/10/2025	06/10/2025	06/20/2025		06/20/2025	14,349.50
Account 53990 - Other Services and Charges Totals							Invoice Transactions	3		\$95,478.63
Account 54510 - Other Capital Outlays										
5149 - E&B Paving, INC	E&B3RDFRPAT-APP5	20-CCMG 2024-1 W 3rd St Maint-release bd held retainage	Paid by EFT # 66146		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,067.82
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$1,067.82
Program 200000 - Main Totals							Invoice Transactions	4		\$96,546.45
Department 20 - Street Totals							Invoice Transactions	4		\$96,546.45
Fund 2203 - MVH Restricted (subfund of Motor Vehicle Highway) Totals							Invoice Transactions	4		\$96,546.45
Fund 2207 - Parking Meter										
Department 26 - Parking										
Program 260000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	424226710001	26-paper clips for parking services office	Paid by EFT # 66261		06/10/2025	06/10/2025	06/20/2025		06/20/2025	13.20
Account 52110 - Office Supplies Totals							Invoice Transactions	1		\$13.20



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Fund 2207 - Parking Meter										
Department 26 - Parking										
Program 260000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KQV-RFYC- Q7HP	26-return landyards and badge holders for staff id - too short	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	(19.99)
Account 52420 - Other Supplies Totals										Invoice Transactions 1 <hr/> (\$19.99)
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	22745	26-shorts for C. Simpson	Paid by EFT # 66077		06/10/2025	06/10/2025	06/20/2025		06/20/2025	40.00
1448 - Shoe Carnival, INC	SC1052173	26-safety shoes-D. Walling 15-4/26/25	Paid by EFT # 66298		06/10/2025	06/10/2025	06/20/2025		06/20/2025	89.99
Account 52430 - Uniforms and Tools Totals										Invoice Transactions 2 <hr/> \$129.99
Account 53990 - Other Services and Charges										
5869 - Crew Carwash, INC	2953	26-250 fleet car washes for parking services	Paid by EFT # 66134		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,312.50
6688 - SSW Enterprises, LLC (Office Pride)	Inv-266888	26-Parking Services office cleaning 06/01/25	Paid by EFT # 66307		06/10/2025	06/10/2025	06/20/2025		06/20/2025	309.60
4443 - The Sherwin Williams Company	4776-4	26-yellow curb paint for w 12th St Monroe to Lindburg	Paid by EFT # 66314		06/10/2025	06/10/2025	06/20/2025		06/20/2025	278.10
Account 53990 - Other Services and Charges Totals										Invoice Transactions 3 <hr/> \$2,900.20
Account 54310 - Improvements Other Than Building										
7402 - Nature's Way, INC	942	02-Downtown Planter Proj PH 2-(BPW Portion)-5/7/25	Paid by EFT # 66258		06/10/2025	06/10/2025	06/20/2025		06/20/2025	40,090.00
7402 - Nature's Way, INC	943	26-Downtown Planters & Landscape Maint- May 2025	Paid by EFT # 66258		06/10/2025	06/10/2025	06/20/2025		06/20/2025	6,481.00
Account 54310 - Improvements Other Than Building Totals										Invoice Transactions 2 <hr/> \$46,571.00
Program 260000 - Main Totals										Invoice Transactions 9 <hr/> \$49,594.40
Department 26 - Parking Totals										Invoice Transactions 9 <hr/> \$49,594.40
Fund 2207 - Parking Meter Totals										Invoice Transactions 9 <hr/> \$49,594.40



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Fund 2209 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
3968 - Bloominglabs Incorporated	SpringintoSus-25	04-Spring into Sustainability Award 2025	Paid by EFT # 66106		06/10/2025	06/10/2025	06/20/2025		06/20/2025	200.00
9067 - Blue Bee Ecological Endeavors INC	BCSWGGRANT-2025	04-Cob Bench & Arbor Project	Paid by EFT # 66112		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,000.00
9812 - Citizens' Climate Education Corp	SpringintoSus-25	04-Spring into Sustainability Award	Paid by EFT # 66125		06/10/2025	06/10/2025	06/20/2025		06/20/2025	300.00
9063 - Donovan Energy	2659	04- Municipal Energy Efficiency and Decarb Project Mgmt 05/30/25	Paid by EFT # 66140		06/10/2025	06/10/2025	06/20/2025		06/20/2025	19,325.55
9063 - Donovan Energy	2662	04- Municipal Energy Efficiency and Decarb Proj Mgmt 05/30/25	Paid by EFT # 66140		06/10/2025	06/10/2025	06/20/2025		06/20/2025	80.75
51483 - Downtown Bloomington, INC	GRANTDTB-2025	04-Annual Sponsorship 2025 Grant	Paid by EFT # 66141		06/10/2025	06/10/2025	06/20/2025		06/20/2025	10,000.00
1481 - Ivy Tech Community College of Indiana	SBDC-2025	04-SBDC Annual Sponsorship - Ivy Tech	Paid by EFT # 66198		06/10/2025	06/10/2025	06/20/2025		06/20/2025	10,000.00
6146 - Ray Skillman Hoosier Ford, INC	H5126	04-F-150 Lightning Truck-Public Works	Paid by EFT # 66282		06/10/2025	06/10/2025	06/20/2025		06/20/2025	65,061.75
786 - Richard's Small Engine, INC	579766	04-Electric Chain Saw for Parks & Rec	Paid by EFT # 66285		06/10/2025	06/10/2025	06/20/2025		06/20/2025	863.99
8443 - Michelle Sills (Paragon Event Management LLC)	041925	04-Event Management Service for Earth Day 04/19/25	Paid by EFT # 66302		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,580.00
9010 - Kyla Wargel	BACGRANT-2024	04-BAC Community Art Grant	Paid by EFT # 66334		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,000.00
60 - Formerly MCSWMD Waste Reduction District of Monroe County	COMPT-2025	04-Grant for Multi-Family Composting Project	Paid by EFT # 66336		06/10/2025	06/10/2025	06/20/2025		06/20/2025	12,750.00
Account 53960 - Grants Totals							Invoice Transactions	12		\$122,162.04
Program 040000 - Main Totals							Invoice Transactions	12		\$122,162.04
Department 04 - Economic & Sustainable Dev Totals							Invoice Transactions	12		\$122,162.04
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53810 - Principal										
7255 - BOKF, NA	BTONGENREV2 20725	06-Showers West (BPD/FIRE)-General Revenue Bonds 2022-07/2025	Paid by EFT # 66113		06/10/2025	06/10/2025	06/20/2025		06/20/2025	450,000.00
Account 53810 - Principal Totals							Invoice Transactions	1		\$450,000.00



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Fund 2209 - LIT – Economic Development										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53820 - Interest										
7255 - BOKF, NA	BTONGENREV2 20725	06-Showers West (BPD/FIRE)-General Revenue Bonds 2022- 07/2025	Paid by EFT # 66113		06/10/2025	06/10/2025	06/20/2025		06/20/2025	539,153.13
					Account 53820 - Interest Totals			Invoice Transactions 1		<u>\$539,153.13</u>
Account 53990 - Other Services and Charges										
5648 - Reedy Financial Group, PC	12513	06-Admin/TIF Financial Consulting/TIF Econ Dev -5/31/25	Paid by EFT # 66284		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4,318.65
5648 - Reedy Financial Group, PC	12512	06-Utility Consulting/Water Utility - 5/31/25	Paid by EFT # 66284		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4,029.40
5648 - Reedy Financial Group, PC	12511	06-Utility Consulting/Sewer Utility - 5/31/25	Paid by EFT # 66284		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,710.25
5648 - Reedy Financial Group, PC	12509	06-Admin/ Financial Plan Consulting/Spec Proj-5/31/25	Paid by EFT # 66284		06/10/2025	06/10/2025	06/20/2025		06/20/2025	15,913.40
					Account 53990 - Other Services and Charges Totals			Invoice Transactions 4		<u>\$26,971.70</u>
					Program 060000 - Main Totals			Invoice Transactions 6		<u>\$1,016,124.83</u>
					Department 06 - Controller's Office Totals			Invoice Transactions 6		<u>\$1,016,124.83</u>
Department 09 - CFRD										
Program 090000 - Main										
Account 53960 - Grants										
230 - South Central Community Action Program INC	ED-LIT-6.20.25	09-ED-LIT Funding Agreement with SCCAP-2025 Payment 1	Paid by EFT # 66304		06/10/2025	06/10/2025	06/20/2025		06/20/2025	500,000.00
					Account 53960 - Grants Totals			Invoice Transactions 1		<u>\$500,000.00</u>
					Program 090000 - Main Totals			Invoice Transactions 1		<u>\$500,000.00</u>
					Department 09 - CFRD Totals			Invoice Transactions 1		<u>\$500,000.00</u>
					Fund 2209 - LIT – Economic Development Totals			Invoice Transactions 19		<u>\$1,638,286.87</u>



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Fund 2300 - Donations (restricted; not used for capital items)										
Department 06 - Controller's Office										
Program 400101 - Animal Medical Services										
Account 53130 - Medical										
6529 - BloomingPaws, LLC	738269	01-Exam & Ear Cleaning-Freddie Bear- 05/23/25	Paid by EFT # 66107		06/10/2025	06/10/2025	06/20/2025		06/20/2025	133.60
6529 - BloomingPaws, LLC	737661	01-Post Surgery follow up-Koda- 05/14/25	Paid by EFT # 66107		06/10/2025	06/10/2025	06/20/2025		06/20/2025	148.00
6529 - BloomingPaws, LLC	738300	01-Dental Surgery-Mars-05/29/25	Paid by EFT # 66107		06/10/2025	06/10/2025	06/20/2025		06/20/2025	359.20
6529 - BloomingPaws, LLC	738268	01-Eye Enucleation Surgery-Irish- 05/23/25	Paid by EFT # 66107		06/10/2025	06/10/2025	06/20/2025		06/20/2025	695.60
6529 - BloomingPaws, LLC	737258	01-Wound repair-Tippy- 05/13/25	Paid by EFT # 66107		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,080.00
175 - Monroe County Humane Association, INC	52512	01-Radiograph, additional view-5/27/25	Paid by EFT # 66246		06/10/2025	06/10/2025	06/20/2025		06/20/2025	10.00
175 - Monroe County Humane Association, INC	52256	01-Dental Surgery & Neuter-5/9/25	Paid by EFT # 66246		06/10/2025	06/10/2025	06/20/2025		06/20/2025	841.40
Account 53130 - Medical Totals							Invoice Transactions	7		\$3,267.80
Program 400101 - Animal Medical Services Totals							Invoice Transactions	7		\$3,267.80
Department 06 - Controller's Office Totals							Invoice Transactions	7		\$3,267.80
Fund 2300 - Donations (restricted; not used for capital items) Totals							Invoice Transactions	7		\$3,267.80
Fund 2506 - Community Services										
Department 09 - CFRD										
Program 090016 - Com Serv - Safe & Civil										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	9BE28DEA-0034	09-Safe & Civil City Jotform-Acct 2 safeandcivil-4/29-5/29	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	19.00
3560 - First Financial Bank / Credit Cards	9BE28DEA-0035	09-Safe & Civil City Jotform-Acct 2 safeandcivil-5/29-6/29	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	19.00
3560 - First Financial Bank / Credit Cards	1DEEBBC5-0053	09-Safe & Civil City Jotform-Acct 1 mosss-5/25-6/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	19.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	3		\$57.00
Program 090016 - Com Serv - Safe & Civil Totals							Invoice Transactions	3		\$57.00
Program 090019 - Comm on Hisp & Latino Affairs										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	064252	09-Hispanic-Latino Comm Health Forum Snacks for Guests-5/2	Paid by Check # 80220		06/10/2025	06/10/2025	06/20/2025		06/20/2025	42.98
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$42.98
Program 090019 - Comm on Hisp & Latino Affairs Totals							Invoice Transactions	1		\$42.98



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Fund 2506 - Community Services										
Department 09 - CFRD										
Program 090021 - Children & Youths										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	102002542095954	09-Target-Candy for SWAGGER Awards 2025 Awardee Treat Bags	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	52.47
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$52.47
Program 090021 - Children & Youths Totals							Invoice Transactions	1		\$52.47
Department 09 - CFRD Totals							Invoice Transactions	5		\$152.45
Fund 2506 - Community Services Totals							Invoice Transactions	5		\$152.45
Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53640 - Hardware and Software Maintenance										
9300 - Huston Electric Holding CORP (Cassady Electric)	W12773	28-Seminary Pk-Meter Relocation-1/31/25-ITS Portion	Paid by EFT # 66183		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,856.36
Account 53640 - Hardware and Software Maintenance Totals							Invoice Transactions	1		\$2,856.36
Program 254000 - Infrastructure Totals							Invoice Transactions	1		\$2,856.36
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	1190176353060825	28-3940 N Kinser Pike-business serv/equip chgs-06/21/25-07/20/25	Paid by Check # 80201		06/11/2025	06/11/2025	06/11/2025		06/11/2025	169.98
Account 53150 - Communications Contract Totals							Invoice Transactions	1		\$169.98
Account 54450 - Equipment										
53442 - Paragon Micro, INC	S5211335	28-Acrobat Pro license for A. Abang	Paid by EFT # 66268		06/10/2025	06/10/2025	06/20/2025		06/20/2025	92.75
Account 54450 - Equipment Totals							Invoice Transactions	1		\$92.75
Program 256000 - Services Totals							Invoice Transactions	2		\$262.73
Department 25 - Telecommunications Totals							Invoice Transactions	3		\$3,119.09
Fund 2512 - Non-Reverting Telecom (S1146) Totals							Invoice Transactions	3		\$3,119.09
Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 52310 - Building Materials and Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YYG-P769-9WRW	26- cleaning supplies for all garages, (2) pledge wood spray	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	29.34



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Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 52310 - Building Materials and Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19LP-HFJ7- CVDV	26-latex gloves for cleaning all garages	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	22.92
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 2										<u>\$52.26</u>
Account 52430 - Uniforms and Tools										
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	1905681963	26-supervisor, garage manager, new employee tshirts	Paid by EFT # 66124		06/10/2025	06/10/2025	06/20/2025		06/20/2025	150.40
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	1905684819	26-new ball caps and sweatshirts for new employees	Paid by EFT # 66124		06/10/2025	06/10/2025	06/20/2025		06/20/2025	173.93
Account 52430 - Uniforms and Tools Totals Invoice Transactions 2										<u>\$324.33</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9101205764480 525	26-4th St Garage-105 W. 4th St-elec bill 4/26 -5/27/25	Paid by Check # 80202		06/11/2025	06/11/2025	06/11/2025		06/11/2025	640.21
223 - Duke Energy	9101231152390 525	26-Morton St Garage- 212 N Morton-elec chgs 4/26-5/27/25	Paid by Check # 80202		06/11/2025	06/11/2025	06/11/2025		06/11/2025	1,330.16
223 - Duke Energy	9101231257100 525	26-Morton St Garage- Elec Car- 212 N Morton St -4/26-5/27/25	Paid by Check # 80202		06/11/2025	06/11/2025	06/11/2025		06/11/2025	61.98
223 - Duke Energy	9101231149230 625	26-Walnut St Garage- 300 N Walnut-elec chgs 05/02/25-06/02/25	Edit		06/18/2025	06/18/2025	06/18/2025			1,030.07
223 - Duke Energy	9101229243210 625	26-Conv Ctr Pkg Lights- 320 S. College-elec chgs 5/2/25-6/2/25	Edit		06/18/2025	06/18/2025	06/18/2025			203.05
Account 53510 - Electrical Services Totals Invoice Transactions 5										<u>\$3,265.47</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	17195-004 0525	26-4th St Garage-105 W. 4th St-water/sewer bill-May 2025	Paid by Check # 80200		06/11/2025	06/11/2025	06/11/2025		06/11/2025	159.65
208 - City Of Bloomington Utilities	59613-001 0525	26-Trades Garage-489 W. 10th Street water/sewer -May 2025	Paid by Check # 80200		06/11/2025	06/11/2025	06/11/2025		06/11/2025	165.03
208 - City Of Bloomington Utilities	44482-004 0525	26-Morton St Garage- water/sewer bill-May 2025	Edit		06/18/2025	06/18/2025	06/18/2025			57.56
Account 53530 - Water and Sewer Totals Invoice Transactions 3										<u>\$382.24</u>



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Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888919-3060625	26-Trades Garage-489 W. 10th St-gas bill 5/2-6/2/25	Paid by Check # 80207		06/11/2025	06/11/2025	06/11/2025		06/11/2025	48.77
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888919-3050725	26-Trades Garage-489 W. 10th St-gas bill 4/2-5/1/25	Paid by Check # 80207		06/11/2025	06/11/2025	06/11/2025		06/11/2025	48.77
Account 53540 - Natural Gas Totals Invoice Transactions 2										<u>\$97.54</u>
Account 53610 - Building Repairs										
3560 - First Financial Bank / Credit Cards	7299294	26-IN.gov Annual fee & Registration Requests 02/28/25	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	101.35
3560 - First Financial Bank / Credit Cards	406476	26-Homeland Security-Trades & Morton St Garages-elevator permits	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	262.24
3560 - First Financial Bank / Credit Cards	405064	26-Homeland Security-4th St Garage-elevator permit	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	131.32
392 - Koorsen Fire & Security, INC	IN00949922	26-Walnut St Gar-annual fire extinguisher & e light inspection	Paid by EFT # 66214		06/10/2025	06/10/2025	06/20/2025		06/20/2025	215.83
Account 53610 - Building Repairs Totals Invoice Transactions 4										<u>\$710.74</u>
Account 53840 - Lease Payments										
512 - 7th & Walnut , LLC	RENT-July 2025	26-Walnut St Garage-garage rent July 2025	Paid by EFT # 66078		06/10/2025	06/10/2025	06/20/2025		06/20/2025	17,824.79
3887 - Mercury Development Group, LLC	339	26-Morton St Garage-garage rent July 2025	Paid by EFT # 66234		06/10/2025	06/10/2025	06/20/2025		06/20/2025	41,706.45
Account 53840 - Lease Payments Totals Invoice Transactions 2										<u>\$59,531.24</u>
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-266888	26-Parking Services office cleaning 06/01/25	Paid by EFT # 66307		06/10/2025	06/10/2025	06/20/2025		06/20/2025	100.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										<u>\$100.00</u>
Program 260000 - Main Totals Invoice Transactions 21										<u>\$64,463.82</u>
Department 26 - Parking Totals Invoice Transactions 21										<u>\$64,463.82</u>
Fund 2520 - Parking Facilities(S9502) Totals Invoice Transactions 21										<u>\$64,463.82</u>



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Fund 2521 - Alternative Transport(S6301)										
Department 26 - Parking										
Program 260000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	424226710001	26-paper clips for parking services office	Paid by EFT # 66261		06/10/2025	06/10/2025	06/20/2025		06/20/2025	3.30
Account 52110 - Office Supplies Totals							Invoice Transactions	1		\$3.30
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-266888	26-Parking Services office cleaning 06/01/25	Paid by EFT # 66307		06/10/2025	06/10/2025	06/20/2025		06/20/2025	77.40
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$77.40
Program 260000 - Main Totals							Invoice Transactions	2		\$80.70
Department 26 - Parking Totals							Invoice Transactions	2		\$80.70
Fund 2521 - Alternative Transport(S6301) Totals							Invoice Transactions	2		\$80.70
Fund 4401 - Cumulative Capital Improvement - Cigarette Tax										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
334 - Irving Materials, INC	11557840	20-pickup bin block-full-5/14/25	Paid by EFT # 66196		06/10/2025	06/10/2025	06/20/2025		06/20/2025	300.00
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	1		\$300.00
Program 020000 - Main Totals							Invoice Transactions	1		\$300.00
Department 02 - Public Works Totals							Invoice Transactions	1		\$300.00
Fund 4401 - Cumulative Capital Improvement - Cigarette Tax Totals							Invoice Transactions	1		\$300.00
Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
5149 - E&B Paving, INC	30063806	20-Asphalt for patching 05/15/25	Paid by EFT # 66146		06/10/2025	06/10/2025	06/20/2025		06/20/2025	215.99
5149 - E&B Paving, INC	30063932	20-Asphalt for patching 05/19/25	Paid by EFT # 66146		06/10/2025	06/10/2025	06/20/2025		06/20/2025	182.07
5149 - E&B Paving, INC	30064004	20-Asphalt-Tapp Rd & patching- 05/21/25	Paid by EFT # 66146		06/10/2025	06/10/2025	06/20/2025		06/20/2025	184.45
5149 - E&B Paving, INC	30064039	20-Asphalt for patching Trapp Rd. 05/22/25	Paid by EFT # 66146		06/10/2025	06/10/2025	06/20/2025		06/20/2025	361.17
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	4		\$943.68
Program 020000 - Main Totals							Invoice Transactions	4		\$943.68
Department 02 - Public Works Totals							Invoice Transactions	4		\$943.68



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Fund 4402 - Cumulative Capital Development										
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
9577 - Kimley-Horn and Associates, INC	170594000-0425	07-Kirkwood (Pine to Rogers) Improvements through 04/30/25	Paid by EFT # 66208		06/10/2025	06/10/2025	06/20/2025		06/20/2025	29,449.32
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	1		\$29,449.32
Program 070000 - Main Totals							Invoice Transactions	1		\$29,449.32
Department 07 - Engineering Totals							Invoice Transactions	1		\$29,449.32
Fund 4402 - Cumulative Capital Development Totals							Invoice Transactions	5		\$30,393.00
Fund 4439 - Food and Beverage Tax										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53990 - Other Services and Charges										
9279 - Monroe County Capital Improvement Board (CIB)	July-Sep 25 DRAW	06-Three months (CIB) budget draw (July-Sept 2025) from COB	Paid by EFT # 66244		06/10/2025	06/10/2025	06/20/2025		06/20/2025	199,850.00
8305 - Schmidt Associates, INC	2018-067.MCC-10	06-Architectural Design-Convention Center-May 2025	Paid by EFT # 66293		06/10/2025	06/10/2025	06/20/2025		06/20/2025	710,845.44
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$910,695.44
Program 060000 - Main Totals							Invoice Transactions	2		\$910,695.44
Department 06 - Controller's Office Totals							Invoice Transactions	2		\$910,695.44
Fund 4439 - Food and Beverage Tax Totals							Invoice Transactions	2		\$910,695.44
Fund 4667 - Econ Dev LIT Bonds of 2022										
Department 06 - Controller's Office										
Program 08FIR1 - Fire Station 1										
Account 54510 - Other Capital Outlays										
595 - Weddle Bros Construction Co., INC	107772	06-Public Safety Improvements-FS#3-App 22	Paid by EFT # 66337		06/10/2025	06/10/2025	06/20/2025		06/20/2025	62,220.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$62,220.00
Program 08FIR1 - Fire Station 1 Totals							Invoice Transactions	1		\$62,220.00
Program 08FIR3 - Fire Station 3										
Account 54510 - Other Capital Outlays										
3885 - Building Associates, INC	BLDAS-FIREST3-6	08-FS#3 Project #F23116- thru 5/15/25 -App 6-#15130	Paid by EFT # 66115		06/10/2025	06/10/2025	06/20/2025		06/20/2025	381,436.40
298 - Commercial Service Of Bloomington, INC	CSBFIREST3-App 5	08-FS#3 Renovations-#24-1093-App #5	Paid by EFT # 66129		06/10/2025	06/10/2025	06/20/2025		06/20/2025	149,055.00
18844 - First Financial Bank, N.A.	BLDAS-FIREST3-6	08-FS#3 Proj #F23116 - Bldg Associates-Pay App 6-#15130	Paid by Check # 80212		06/10/2025	06/10/2025	06/20/2025		06/20/2025	20,075.60



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Fund 4667 - Econ Dev LIT Bonds of 2022										
Department 06 - Controller's Office										
Program 08FIR3 - Fire Station 3										
Account 54510 - Other Capital Outlays										
18844 - First Financial Bank, N.A.	CSBFIREST3-App 5	08-Commercial Serv-FS#3 Renovations-#24 -1093-App #5	Paid by Check # 80213		06/10/2025	06/10/2025	06/20/2025		06/20/2025	7,845.00
18844 - First Financial Bank, N.A.	WDELECF3-App 5	08-Woods Electrical-FS#3 Renovations-Pay App 5	Paid by Check # 80215		06/10/2025	06/10/2025	06/20/2025		06/20/2025	3,971.38
11611 - Woods Electrical Contractors, INC	WDELECF3-APP5	08-Electrical Contracting-FS#3 Renovations-Pay App 5	Paid by EFT # 66349		06/10/2025	06/10/2025	06/20/2025		06/20/2025	75,456.12
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	6	\$637,839.50
Program 08FIR3 - Fire Station 3 Totals								Invoice Transactions	6	\$637,839.50
Department 06 - Controller's Office Totals								Invoice Transactions	7	\$700,059.50
Fund 4667 - Econ Dev LIT Bonds of 2022 Totals								Invoice Transactions	7	\$700,059.50
Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 52430 - Uniforms and Tools										
793 - Indiana Safety Company, INC	0321616-IN	16-gloves and vests for employees	Paid by EFT # 66189		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,067.58
793 - Indiana Safety Company, INC	0321971-IN	16-gloves for employees	Paid by EFT # 66189		06/10/2025	06/10/2025	06/20/2025		06/20/2025	828.80
Account 52430 - Uniforms and Tools Totals								Invoice Transactions	2	\$1,896.38
Account 53150 - Communications Contract										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	516632	16-Monthly billing for Radio Service - June 2025	Paid by EFT # 66150		06/10/2025	06/10/2025	06/20/2025		06/20/2025	706.05
Account 53150 - Communications Contract Totals								Invoice Transactions	1	\$706.05
Account 53240 - Freight / Other										
793 - Indiana Safety Company, INC	0321616-IN	16-gloves and vests for employees	Paid by EFT # 66189		06/10/2025	06/10/2025	06/20/2025		06/20/2025	57.80
793 - Indiana Safety Company, INC	0321971-IN	16-gloves for employees	Paid by EFT # 66189		06/10/2025	06/10/2025	06/20/2025		06/20/2025	130.00
Account 53240 - Freight / Other Totals								Invoice Transactions	2	\$187.80
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	35661-002 0525	16-Sanitation-water/sewer bill-May 2025	Paid by Check # 80200		06/11/2025	06/11/2025	06/11/2025		06/11/2025	185.00
Account 53530 - Water and Sewer Totals								Invoice Transactions	1	\$185.00



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Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00954710	16-Annual extinguisher inspection and repairs	Paid by EFT # 66214		06/10/2025	06/10/2025	06/20/2025		06/20/2025	308.37
Account 53610 - Building Repairs Totals										Invoice Transactions 1
										<u>\$308.37</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080184598	16-uniform rental (minus payroll ded)- 05/28/2025	Paid by EFT # 66331		06/10/2025	06/10/2025	06/20/2025		06/20/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080183486	16-uniform rental (minus payroll ded)- 05/21/2025	Paid by EFT # 66331		06/10/2025	06/10/2025	06/20/2025		06/20/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080183487	16-Mat Services - 05/21/2025	Paid by EFT # 66331		06/10/2025	06/10/2025	06/20/2025		06/20/2025	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080184599	16-Mat Services - 05/28/2025	Paid by EFT # 66331		06/10/2025	06/10/2025	06/20/2025		06/20/2025	29.68
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 4
										<u>\$72.32</u>
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000024325	16-recycling fees-5/19-5/29/2025	Paid by EFT # 66181		06/10/2025	06/10/2025	06/20/2025		06/20/2025	861.50
52226 - Hoosier Transfer Station-3140	3140-000024315	16-trash disposal fee- 5/16-5/31/25	Paid by EFT # 66181		06/10/2025	06/10/2025	06/20/2025		06/20/2025	14,729.51
Account 53950 - Landfill Totals										Invoice Transactions 2
										<u>\$15,591.01</u>
Program 160000 - Main Totals										Invoice Transactions 13
										<u>\$18,946.93</u>
Department 16 - Sanitation Totals										Invoice Transactions 13
										<u>\$18,946.93</u>
Fund 6604 - Sanitation Totals										Invoice Transactions 13
										<u>\$18,946.93</u>
Fund 7006 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
18539 - Life Insurance Company Of North America	June 2025	12-LINA-June 2025-Bill Reference #103094_06/03/2025	Paid by EFT # 66221		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4,191.00
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	9655	12-Near-Site Employer Clinic support - June 2025	Paid by EFT # 66224		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,600.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7006 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
9375 - WEX Health INC (Chard, Snyder & Associates)	172196	12-Monthly Administration Fees - May 2025	Paid by EFT # 66340		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,487.25
Account 53990 - Other Services and Charges Totals									Invoice Transactions 3	\$8,278.25
Account 53990.1278 - Other Services and Charges Disability LTD										
18539 - Life Insurance Company Of North America	June 2025	12-LINA-June 2025-Bill Reference #103094_06/03/2025	Paid by EFT # 66221		06/10/2025	06/10/2025	06/20/2025		06/20/2025	13,550.67
Account 53990.1278 - Other Services and Charges Disability LTD Totals									Invoice Transactions 1	\$13,550.67
Program 120000 - Main Totals									Invoice Transactions 4	\$21,828.92
Department 12 - Human Resources Totals									Invoice Transactions 4	\$21,828.92
Fund 7006 - Health Insurance Trust Totals									Invoice Transactions 4	\$21,828.92
Fund 7008 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	060625daily	12-City URM	Paid by EFT # 66070		06/09/2025	06/09/2025	06/09/2025		06/09/2025	(173.65)
9375 - WEX Health INC (Chard, Snyder & Associates)	060825daily	12-City/Util URM	Paid by EFT # 66071		06/09/2025	06/09/2025	06/09/2025		06/09/2025	34.11
9375 - WEX Health INC (Chard, Snyder & Associates)	061025daily	12-City URM	Paid by EFT # 66074		06/11/2025	06/11/2025	06/11/2025		06/11/2025	48.39
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals									Invoice Transactions 3	(\$91.15)
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	060925CheckRe g	12-City FSA DDC	Paid by EFT # 66072		06/09/2025	06/09/2025	06/09/2025		06/09/2025	270.00
9375 - WEX Health INC (Chard, Snyder & Associates)	061125CheckRe g	12-City DDC	Paid by EFT # 66075		06/11/2025	06/11/2025	06/11/2025		06/11/2025	466.64
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals									Invoice Transactions 2	\$736.64
Account 53990.1273 - Other Services and Charges Term Life										
18539 - Life Insurance Company Of North America	June 2025	12-LINA-June 2025-Bill Reference #103094_06/03/2025	Paid by EFT # 66221		06/10/2025	06/10/2025	06/20/2025		06/20/2025	20,233.48
Account 53990.1273 - Other Services and Charges Term Life Totals									Invoice Transactions 1	\$20,233.48



Board of Public Works Claim Register

Invoice Date Range 06/07/25 - 06/20/25

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										
Account 53990.1277 - Other Services and Charges Disability STD										
18539 - Life Insurance Company Of North America	June 2025	12-LINA-June 2025-Bill Reference #103094_06/03/2025	Paid by EFT # 66221		06/10/2025	06/10/2025	06/20/2025		06/20/2025	11,684.42
Account 53990.1277 - Other Services and Charges Disability STD Totals								Invoice Transactions	1	\$11,684.42
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util										
9375 - WEX Health INC (Chard, Snyder & Associates)	060725daily	12-Uitl URM	Paid by EFT # 66069		06/09/2025	06/09/2025	06/09/2025		06/09/2025	25.00
9375 - WEX Health INC (Chard, Snyder & Associates)	060825daily	12-City/Util URM	Paid by EFT # 66071		06/09/2025	06/09/2025	06/09/2025		06/09/2025	10.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals								Invoice Transactions	2	\$35.00
Program 120000 - Main Totals								Invoice Transactions	9	\$32,598.39
Department 12 - Human Resources Totals								Invoice Transactions	9	\$32,598.39
Fund 7008 - Insurance Voluntary Trust Totals								Invoice Transactions	9	\$32,598.39
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52230 - Garage and Motor Supplies										
50605 - Bauer Built, INC	360153851	17 - disposal of (2) wide base/X-one and (4) comm'l truck tires	Paid by EFT # 66101		06/10/2025	06/10/2025	06/20/2025		06/20/2025	83.00
50605 - Bauer Built, INC	360153671	08 - disposal of 25 light truck tires - 5/16/25	Paid by EFT # 66101		06/10/2025	06/10/2025	06/20/2025		06/20/2025	125.00
50605 - Bauer Built, INC	360153575	17 - assortment of balance parts, labor, flow thru value cap	Paid by EFT # 66101		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,595.91
50605 - Bauer Built, INC	360153809	17 - 20 elite-force tires for inventory (245/55R 18XL)	Paid by EFT # 66101		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,808.00
4693 - Monroe County Tire & Supply, INC	077847	17 - goodyear tires, short brass valve stem & balance for C115	Paid by EFT # 66247		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,450.26
4461 - Tieman Tire Co, of Bloomington, INC	20028600	17 - #835 245/75R16 Stratus HT E/10 tires (4)	Paid by EFT # 66317		06/10/2025	06/10/2025	06/20/2025		06/20/2025	621.00
Account 52230 - Garage and Motor Supplies Totals								Invoice Transactions	6	\$8,683.17



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Invoice Date Range 06/07/25 - 06/20/25

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 52240 - Fuel and Oil										
7854 - Premier AG CO-OP, INC (Premier Energy)	23762	17-fuel-unleaded-87 regular (7,989 gal)-5/27/25	Paid by EFT # 66277		06/10/2025	06/10/2025	06/20/2025		06/20/2025	25,156.56
7854 - Premier AG CO-OP, INC (Premier Energy)	23700	17-fuel-B20 PDX4 (7,282 gallons)-5/15/25	Paid by EFT # 66277		06/10/2025	06/10/2025	06/20/2025		06/20/2025	21,567.10
Account 52240 - Fuel and Oil Totals									Invoice Transactions 2	\$46,723.66
Account 52320 - Motor Vehicle Repair										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1H7X-9KKL-7YGT	17 - 4 welding helmets	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,771.92
244 - Bloomington Ford, INC	5086624	17 - Heater hose clamp for 529	Paid by EFT # 66110		06/10/2025	06/10/2025	06/20/2025		06/20/2025	77.50
244 - Bloomington Ford, INC	5086612	17 - radiator and seal for 529	Paid by EFT # 66110		06/10/2025	06/10/2025	06/20/2025		06/20/2025	144.65
244 - Bloomington Ford, INC	5086625	17 - rear mirror assembly for D162	Paid by EFT # 66110		06/10/2025	06/10/2025	06/20/2025		06/20/2025	228.62
244 - Bloomington Ford, INC	5086693	17-#1220 tension pulley asm., v-belt & water pump assembly	Paid by EFT # 66110		06/10/2025	06/10/2025	06/20/2025		06/20/2025	544.13
455 - Industrial Service & Supply, INC	86982	17 - H wiper, U-cup, metric rod seal, o-rings for 4591	Paid by EFT # 66190		06/10/2025	06/10/2025	06/20/2025		06/20/2025	148.44
796 - Interstate Battery System of Bloomington, INC	390224	17 - 31-MHD battery for 723	Paid by EFT # 66195		06/10/2025	06/10/2025	06/20/2025		06/20/2025	111.96
796 - Interstate Battery System of Bloomington, INC	500105273	17 - 2- MTP-65HD, 2-MTX-94R/H7 & SP-40 batteries for inventory	Paid by EFT # 66195		06/10/2025	06/10/2025	06/20/2025		06/20/2025	715.51
4474 - Ken's Westside Service & Towing, LLC	59840	17 - #876 parts and labor to repair turbo	Paid by EFT # 66205		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4,374.65
8658 - Kleindorfer's Hardware LLC	783997	17 - 2-3 adapter for shop	Paid by EFT # 66210		06/10/2025	06/10/2025	06/20/2025		06/20/2025	12.99
8658 - Kleindorfer's Hardware LLC	29993	17 - bolts for 858	Paid by EFT # 66210		06/10/2025	06/10/2025	06/20/2025		06/20/2025	30.00
8181 - Lawson Products, INC	9500304806	17 - return 3/8x1/4 Psh connect brass 90degree elbow	Paid by EFT # 66217		06/10/2025	06/10/2025	06/20/2025		06/20/2025	(108.81)
53385 - O'Reilly Automotive Stores, INC	1903-117757	17 - connector for 819	Paid by Check # 80222		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4.58
53385 - O'Reilly Automotive Stores, INC	1903-118052	17 - Camshaft connector for 573	Paid by Check # 80222		06/10/2025	06/10/2025	06/20/2025		06/20/2025	9.07
53385 - O'Reilly Automotive Stores, INC	1903-120365	17 - Brake Shoes for 858	Paid by Check # 80222		06/10/2025	06/10/2025	06/20/2025		06/20/2025	44.85



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
53385 - O'Reilly Automotive Stores, INC	1903-119060	17 - Stat HSG assembly	Paid by Check		06/10/2025	06/10/2025	06/20/2025		06/20/2025	44.97
		Thermostat for 573	# 80222							
53385 - O'Reilly Automotive Stores, INC	1903-119550	17 - crankcase filter for	Paid by Check		06/10/2025	06/10/2025	06/20/2025		06/20/2025	74.69
		384	# 80222							
53385 - O'Reilly Automotive Stores, INC	1903-119246	17 - (2) Megacrimp for	Paid by Check		06/10/2025	06/10/2025	06/20/2025		06/20/2025	75.75
		inventory	# 80222							
53385 - O'Reilly Automotive Stores, INC	1903-119203	17 - (2) stretch fits,	Paid by Check		06/10/2025	06/10/2025	06/20/2025		06/20/2025	117.70
		Micro-V belt for 573	# 80222							
53385 - O'Reilly Automotive Stores, INC	1903-119356	17 - Radiator fan	Paid by Check		06/10/2025	06/10/2025	06/20/2025		06/20/2025	174.52
		assembly for 133	# 80222							
53385 - O'Reilly Automotive Stores, INC	1903-117789	17 - Direct injection	Paid by Check		06/10/2025	06/10/2025	06/20/2025		06/20/2025	306.62
		High pressure fuel	# 80222							
		pump for 573								
476 - Southern Indiana Parts, INC (Napa	PARTS-MAY	17 - various parts/tools	Paid by EFT #		06/10/2025	06/10/2025	06/20/2025		06/20/2025	9,076.97
Auto Parts)	2025	for May 2025	66306							
54351 - Sternberg, INC	988107	17 - Tube form fuel line	Paid by EFT #		06/10/2025	06/10/2025	06/20/2025		06/20/2025	53.58
		return assembly for	66310							
		938								
54351 - Sternberg, INC	988134	17 - Differential	Paid by EFT #		06/10/2025	06/10/2025	06/20/2025		06/20/2025	149.34
		Pressure Sensor for	66310							
		394								
54351 - Sternberg, INC	988059	17 - Exhaust kit and	Paid by EFT #		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,337.24
		sensor for 394	66310							
5333 - Total Truck Parts, INC	286386	17 - Air Dryer Assembly	Paid by EFT #		06/10/2025	06/10/2025	06/20/2025		06/20/2025	963.74
		for 598	66319							
622 - Truck Country of Indiana, INC	X301957935:01	17 - Air Dryer, rubber	Paid by EFT #		06/10/2025	06/10/2025	06/20/2025		06/20/2025	548.28
(Stoops Freightliner		o-ring ,hex cap screw	66322							
7555 - VoMac Truck Sales & Service INC	119254T	17 - Air horn for 958	Paid by EFT #		06/10/2025	06/10/2025	06/20/2025		06/20/2025	47.16
			66332							
7555 - VoMac Truck Sales & Service INC	119085T	17 - mirror for 958	Paid by EFT #		06/10/2025	06/10/2025	06/20/2025		06/20/2025	758.65
			66332							
2096 - West Side Tractor Sales CO.	O16618	17 - #735 parts and	Paid by EFT #		06/10/2025	06/10/2025	06/20/2025		06/20/2025	795.80
		labor to repairs check	66339							
		engine light								
2096 - West Side Tractor Sales CO.	B55568	17 - Credit for returned	Paid by EFT #		06/10/2025	06/10/2025	06/20/2025		06/20/2025	(559.74)
		Oil pan and gasket	66339							
8183 - XL Parts LLC (XL Parts/Dealer	0603NV9668	17 - credit- Return	Paid by EFT #		06/10/2025	06/10/2025	06/20/2025		06/20/2025	(429.54)
Service Warehouse)		cores, ceramic pads &	66350							
		Brake pad wear sensor								
8183 - XL Parts LLC (XL Parts/Dealer	0603NV9689	17 - Unit #532 - wheel	Paid by EFT #		06/10/2025	06/10/2025	06/20/2025		06/20/2025	643.64
Service Warehouse)		hub assembly	66350							
Account 52320 - Motor Vehicle Repair Totals							Invoice Transactions 33		\$22,289.43	



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Invoice Date Range 06/07/25 - 06/20/25

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 52420 - Other Supplies										
177 - Indiana Oxygen Company, INC	10652292	17 - torch cylinders - 5/31/2025	Paid by EFT # 66187		06/10/2025	06/10/2025	06/20/2025		06/20/2025	302.55
8181 - Lawson Products, INC	9312497815	17 - misc shop supplies screws, zip ties wire and ectc	Paid by EFT # 66217		06/10/2025	06/10/2025	06/20/2025		06/20/2025	142.93
4548 - Midwest Motor Supply (Kimball Midwest)	103387217	17 - Silicone for inventory	Paid by EFT # 66237		06/10/2025	06/10/2025	06/20/2025		06/20/2025	302.76
4548 - Midwest Motor Supply (Kimball Midwest)	103382592	17 - 240 cleaners for inventory	Paid by EFT # 66237		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,380.00
Account 52420 - Other Supplies Totals								Invoice Transactions	4	\$2,128.24
Account 53130 - Medical										
231 - IU Health OCC Health Services	00168826-00	17-Vaccine Hep B-N. Roudebush-5/2/25	Paid by EFT # 66197		06/10/2025	06/10/2025	06/20/2025		06/20/2025	90.00
Account 53130 - Medical Totals								Invoice Transactions	1	\$90.00
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	66856	17 - monthly pest control-5/20/25	Paid by EFT # 66149		06/10/2025	06/10/2025	06/20/2025		06/20/2025	95.00
Account 53140 - Exterminator Services Totals								Invoice Transactions	1	\$95.00
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	10159-002 0525	17-Fleet Maint-water/sewer bill-May 2025	Edit		06/18/2025	06/18/2025	06/18/2025			1,073.39
Account 53530 - Water and Sewer Totals								Invoice Transactions	1	\$1,073.39
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00949347	17 - fire alarm repair	Paid by EFT # 66214		06/10/2025	06/10/2025	06/20/2025		06/20/2025	303.95
Account 53610 - Building Repairs Totals								Invoice Transactions	1	\$303.95
Account 53620 - Motor Repairs										
4474 - Ken's Westside Service & Towing, LLC	25-0602-104184	17-tow Unit #596-6/2/25	Paid by EFT # 66205		06/10/2025	06/10/2025	06/20/2025		06/20/2025	325.00
4474 - Ken's Westside Service & Towing, LLC	59840	17 - #876 parts and labor to repair turbo	Paid by EFT # 66205		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,948.07
4693 - Monroe County Tire & Supply, INC	077849	17-#657 service call, disposal of tire, tires	Paid by EFT # 66247		06/10/2025	06/10/2025	06/20/2025		06/20/2025	3,229.75
2096 - West Side Tractor Sales CO.	016618	17 - #735 parts and labor to repairs check engine light	Paid by EFT # 66339		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,297.10
2096 - West Side Tractor Sales CO.	016599	17 - #623 broken bolts, fittings, rear axle	Paid by EFT # 66339		06/10/2025	06/10/2025	06/20/2025		06/20/2025	13,383.88
Account 53620 - Motor Repairs Totals								Invoice Transactions	5	\$20,183.80



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Invoice Date Range 06/07/25 - 06/20/25

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 53640 - Hardware and Software Maintenance										
8143 - Cummins INC dba Cummins Sales and Service	S1-250644653	17 - Software	Paid by EFT # 66135		06/10/2025	06/10/2025	06/20/2025		06/20/2025	840.00
7989 - Mark Garland (Mark Garland Enterprises, LLC)	05212541611	17 - Yearly subscription of Zeus	Paid by EFT # 66162		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,235.00
Account 53640 - Hardware and Software Maintenance Totals									Invoice Transactions 2	<u>\$2,075.00</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080183481	17 - City portion of uniform rentals - 5/21/2025	Paid by EFT # 66331		06/10/2025	06/10/2025	06/20/2025		06/20/2025	28.54
19171 - Vestis Group, INC (FKA Aramark)	4080185584	17 - City portion Of uniform rentals - 6/4/2025	Paid by EFT # 66331		06/10/2025	06/10/2025	06/20/2025		06/20/2025	28.54
19171 - Vestis Group, INC (FKA Aramark)	4080184593	17 - City portion Of uniform rentals - 5/28/2025	Paid by EFT # 66331		06/10/2025	06/10/2025	06/20/2025		06/20/2025	28.54
19171 - Vestis Group, INC (FKA Aramark)	4080183482	17 - mat rentals and shop towels- 5/21/2025	Paid by EFT # 66331		06/10/2025	06/10/2025	06/20/2025		06/20/2025	93.34
19171 - Vestis Group, INC (FKA Aramark)	4080185585	17 - mat rentals and shop towels- 6/4/2025	Paid by EFT # 66331		06/10/2025	06/10/2025	06/20/2025		06/20/2025	93.34
19171 - Vestis Group, INC (FKA Aramark)	4080184594	17 - mat rentals and shop towels- 5/28/2025	Paid by EFT # 66331		06/10/2025	06/10/2025	06/20/2025		06/20/2025	93.34
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 6	<u>\$365.64</u>
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	295141068	17 - title fees for City vehicle 274	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	15.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$15.00</u>
Program 170000 - Main Totals									Invoice Transactions 63	<u>\$104,026.28</u>
Department 17 - Fleet Maintenance Totals									Invoice Transactions 63	<u>\$104,026.28</u>
Fund 7702 - Fleet Maintenance Totals									Invoice Transactions 63	<u>\$104,026.28</u>
Fund 7704 - Self-Insurance										
Department 10 - Legal										
Program 100000 - Main										
Account 52430 - Uniforms and Tools										
8613 - Crane's Leather & Shoe Shop, INC	8422	10-Safety Shoes -M. Tull 7.5 M -05/29/25	Paid by EFT # 66133		06/10/2025	06/10/2025	06/20/2025		06/20/2025	112.50
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	<u>\$112.50</u>
Account 53130 - Medical										
7818 - Isaac L Drescher	PHYS CDL-2025	10-reimb for CDL physical-5/22/25	Paid by EFT # 66144		06/10/2025	06/10/2025	06/20/2025		06/20/2025	110.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7704 - Self-Insurance										
Department 10 - Legal										
Program 100000 - Main										
Account 53130 - Medical										
5918 - Ryan W Hillenburg	PHYS CDL-2025	10-reimb for CDL physical-5/7/25	Paid by EFT # 66178		06/10/2025	06/10/2025	06/20/2025		06/20/2025	110.00
3010 - Scott Runyon	PHYS CDL-2025	10-reimb for CDL physical-5/22/25	Paid by EFT # 66291		06/10/2025	06/10/2025	06/20/2025		06/20/2025	110.00
Account 53130 - Medical Totals							Invoice Transactions 3			\$330.00
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	O-0020081161	10-(3) American Red Cross Adult CPR/AED	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	96.00
3560 - First Financial Bank / Credit Cards	O-0020081282	10-(5) American Red Cross Adult First Aid/CPR/AED	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	200.00
3560 - First Financial Bank / Credit Cards	O-0020081380	10-(8) American Red Cross Adult CPR/AED	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	256.00
3560 - First Financial Bank / Credit Cards	O-0020080917	10-(8) American Red Cross Adult First Aid/CPR/AED-5/20	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	320.00
3560 - First Financial Bank / Credit Cards	O-0020081082	10-(8) American Red Cross Adult First Aid/CPR/AED-5/20	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	320.00
Account 53160 - Instruction Totals							Invoice Transactions 5			\$1,192.00
Account 53990 - Other Services and Charges										
204 - State Of Indiana	7366438	10-Annual Subscription Fee-5/31/25	Paid by Check # 80225		06/10/2025	06/10/2025	06/20/2025		06/20/2025	95.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$95.00
Program 100000 - Main Totals							Invoice Transactions 10			\$1,729.50
Department 10 - Legal Totals							Invoice Transactions 10			\$1,729.50
Fund 7704 - Self-Insurance Totals							Invoice Transactions 10			\$1,729.50
Grand Totals							Invoice Transactions 400			\$4,118,712.56

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
06/20/25	Claims				\$4,118,712.56

\$4,118,712.56

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$4,118,712.56

Dated this 18th day of June year of 2025.

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

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

Fiscal Office _____