

Board of Public Works Meeting

August 26, 2025



Members:

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

Appointed 01/02/2016 by the Mayor
Appointed 01/05/2022 by the Mayor
Appointed 01/17/2024 by the Mayor

BMC 2.09.020 states that these members serve at the pleasure of the Mayor.

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 the Board of Public Works Liaison at public.works@bloomingtonin.gov and provide your name, contact information, and a link to or a description of the document or web page you are having problems accessing.

Staff Report

To: Board of Public Works

From: Mike Arnold, HAND NCO; Taylor Brown, Assistant City Attorney

Date: August 26, 2025

Re: Request to Abate property at 1912 S. Rogers Street, Bloomington, IN 47403

Attachments:

1. Notice of Violation Issued on July 2, 2025; July 17, 2025; July 25, 2025; and July 30, 2025.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On July 2, 2025; July 17, 2025; July 25, 2025; and July 30, 2025, Neighborhood Compliance Officer Mike Arnold inspected the property located at 1912 S. Rogers Street, Bloomington, IN (Hereinafter the “Property”) and issued Notice(s) of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV were issued to Michael W. Neff and William D. Elliott (Hereinafter the “Owner”) because they are the Owner(s) of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violation(s) have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner(s) of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible and that the order be continuous in nature.



On **07/02/2025, 07/17/2025, 07/25/2025 and 07/30/2025**, the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- 6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- XX** 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

These tickets were issued to the property located at **1912 S Rogers St**. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

This request is for a **continuous abatement through (1 year from 07/02/2025)**.

BPW Meeting Date: 08/26/2025

Property Owner: Neff, Michael W & Elliott, William D

Owner Address: 1912 S Rogers St

Is this a rental? No currently and Vacant

Agent: NA

Property Address: 1912 S Rogers St

Parcel Number: 53-08-08-100-118.000-009

Legal Description: 015-08695-00 PT SE NE 8-8-1W .12A PLAT 66

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued July 2, 2025; July 17, 2025; July 25, 2025; and July 30, 2025 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, August 26, 2025.

The Board of Public Works now finds as follows:

1. Michael W. Neff and William D. Elliott (Hereinafter the "Owner") owns the real estate located at 1912 S. Rogers St, Bloomington, IN 47403, under parcel number 53-08-08-100-118.000-009 and whose legal description is 015-08695-00 PT SE NE 8-8-1W .12A PLAT 66 (Hereinafter the "Property")
2. On July 2, 2025; July 17, 2025; July 25, 2025; and July 30, 2025, Mike Arnold, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC § 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC § 6.06.080(b).

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at

this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 2ND DAY OF JULY, 2026.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 26th Day of August, 2025.

Kyla Cox Deckard, President
Board of Public Works
City of Bloomington



City of Bloomington
Housing and Neighborhood Development

NOTICE OF REQUEST FOR ABATEMENT

To: Neff, Michael W & Elliott, William D (“Property Owner”)

The City of Bloomington Housing and Neighborhood Development (“HAND”) Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **1912 S Rogers ST, Bloomington 47403**, under parcel number **53-08-08-100-118.000-009** and whose legal description is **015-08695-00 PT SE NE 8-8-1W .12A PLAT 66** (Hereinafter the “Property”).

If the Board of Public Works grants HAND’s request, then HAND or its third party contractor will enter into and onto the Property and abate the violation(s). The Property Owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the Property Owner fails to reimburse the city for any and all costs associated with an abatement of his property, said costs shall be filed with the county auditor and placed on the tax duplicate for the property at issue; said costs being collected as taxes are collected.

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday August 26, 2025 via ZOOM meetings and in person in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.**

The Property Owner is entitled to present arguments and evidence in defense of this request for abatement.

Fines are not appealed at this meeting

Monroe County, IN

1912 S Rogers ST, Bloomington, IN 47403-3579
53-08-08-100-118.000-009



Parcel Information

Parcel Number: 53-08-08-100-118.000-009
Alt Parcel Number: 015-08695-00
Property Address: 1912 S Rogers ST
Bloomington, IN 47403-3579
Neighborhood: Rogers Street - PC - rural - A
Property Class: 1 Family Dwell - Unplatted (0 to 9.99 Acres)
Owner Name: Neff, Michael W & Elliott, William D
Owner Address: 1912 S Rogers St
Bloomington, IN 47403
Legal Description: 015-08695-00 PT SE NE 8-8-1W .12A;
PLAT 66

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.12	



City of Bloomington
Housing and Neighborhood
Development (HAND)
bloomington.in.gov

401 N Morton ST Suite 130
PO Box 100
Bloomington IN 47404

Phone: (812) 349-3420
Fax: (812) 349-4582
hand@bloomington.in.gov

Case #: CODET62025-07-4363
Date Opened: 7/2/2025
Inspector: 220



Notice of Violation

1912 S Rogers ST
Bloomington IN 47403
53-08-08-100-118.000-009

Owner

Neff, Michael W & Elliott, William D
1912 S Rogers ST
Bloomington IN 47403

Violation(s):

6.06.050 - Excessive growth

It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Warning

Corrective Action:

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. **Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Cases in Current Cycle (Aug - Aug):

Case	Opened	Closed	Description
CODET62025-08-4505	8/1/2025		



City of Bloomington
Housing and Neighborhood
Development (HAND)
bloomington.in.gov

401 N Morton ST Suite 130
PO Box 100
Bloomington IN 47404

Phone: (812) 349-3420
Fax: (812) 349-4582
hand@bloomington.in.gov

Case #: CODET62025-07-4439
Date Opened: 7/17/2025
Inspector: 220



Notice of Violation

1912 S Rogers ST
Bloomington IN 47403
53-08-08-100-118.000-009

Owner

Neff, Michael W & Elliott, William D
1912 S Rogers ST
Bloomington IN 47403

Violation(s):

6.06.050 - Excessive growth

It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

1st Violation \$50.00

Corrective Action:

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. **Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Cases in Current Cycle (Aug - Aug):

Case	Opened	Closed	Description
CODET62025-08-4505	8/1/2025		



City of Bloomington
Housing and Neighborhood
Development (HAND)
bloomington.in.gov

401 N Morton ST Suite 130
PO Box 100
Bloomington IN 47404

Phone: (812) 349-3420
Fax: (812) 349-4582
hand@bloomington.in.gov

Case #: CODET62025-07-4475
Date Opened: 7/25/2025
Inspector: 220



Notice of Violation

1912 S Rogers ST
Bloomington IN 47403
53-08-08-100-118.000-009

Owner

Neff, Michael W & Elliott, William D
1912 S Rogers ST
Bloomington IN 47403

Violation(s):

6.06.050 - Excessive growth

It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

2nd Violation \$100.00

Corrective Action:

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. **Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Cases in Current Cycle (Aug - Aug):

Case	Opened	Closed	Description
CODET62025-08-4505	8/1/2025		



City of Bloomington
Housing and Neighborhood
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bloomington.in.gov

401 N Morton ST Suite 130
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hand@bloomington.in.gov

Case #: CODET62025-08-4505
Date Opened: 8/1/2025
Inspector: 220



Notice of Violation

1912 S Rogers ST
Bloomington IN 47403
53-08-08-100-118.000-009

Owner

Neff, Michael W & Elliott, William D
1912 S Rogers ST
Bloomington IN 47403

Violation(s):

6.06.050 - Excessive growth

It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

3rd Violation \$150.00

Corrective Action: BPW 8/26/2025

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. **Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Cases in Current Cycle (Aug - Aug):

Case	Opened	Closed	Description
CODET62025-08-4505	8/1/2025		





Staff Report

To: Board of Public Works

From: Rebecca Davis, HAND NCO; Taylor Brown, Assistant City Attorney

Date: August 26, 2025

Re: Request to Abate property at 2225 S. High Street, Bloomington, IN 47401

Attachments:

1. Notice of Violation Issued on July 19, 2025; July 28, 2025; and August 1, 2025.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On July 19, 2025; July 28, 2025; and August 1, 2025, Neighborhood Compliance Officer Mike Arnold inspected the property located at 2225 S. High Street, Bloomington, IN 47401 (Hereinafter the “Property”) and issued Notice(s) of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV were issued to William Adam (Hereinafter the “Owner”) because he is the Owner(s) of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violation(s) have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner(s) of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible and that the order be continuous in nature.



On 07/19/2025, 07/28/2025, 08/01/2025 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- 6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

These tickets were issued to the property located at 2225 S. High St. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

This request is for a **continuous abatement through (07/19/2026)**.

BPW Meeting Date: 8/26/2025

Property Owner: William Adam

Owner Address: 2225 S. High St

Is this a rental? No

Agent: N/A

Property Address: 2225 S. High St

Parcel Number: 53-08-10-400-006.00-009

Legal Description: 015-53480-00 PT SW SE 10-8-1W 4.174A

City of Bloomington’s Board of Public Works
Order Of Abatement for NOV
(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued July 19, 2025; July 28, 2025; and August 1, 2025 (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, August 26, 2025.

The Board of Public Works now finds as follows:

1. William Adam (Hereinafter the “Owner”) owns the real estate located at 2225 S. High Street, Bloomington, IN 47401, under parcel number 53-08-10-400-006.00-009 and whose legal description is 015-53480-00 PT SW SE 10-8-1W 4.174A (Hereinafter the “Property”).
2. On July 19, 2025; July 28, 2025; and August 1, 2025, Mike Arnold, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC § 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City’s request to abate the Property was properly issued and the Owner properly notified in accordance with BMC § 6.06.080(b).

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at

this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 19TH DAY OF JULY, 2026.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 26th Day of August, 2025.

Kyla Cox Deckard, President
Board of Public Works
City of Bloomington



City of Bloomington
Housing and Neighborhood Development

NOTICE OF REQUEST FOR ABATEMENT

To: William Adam (“Property Owner”)

The City of Bloomington Housing and Neighborhood Development (“HAND”) Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **2225 S High ST, Bloomington 47401**, under parcel number **53-08-10-400-006.000-009** and whose legal description is **015-53480-00 PT SW SE 10-8-1W 4.174A** (Hereinafter the “Property”).

If the Board of Public Works grants HAND’s request, then HAND or its third party contractor will enter into and onto the Property and abate the violation(s). The Property Owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the Property Owner fails to reimburse the city for any and all costs associated with an abatement of his property, said costs shall be filed with the county auditor and placed on the tax duplicate for the property at issue; said costs being collected as taxes are collected.

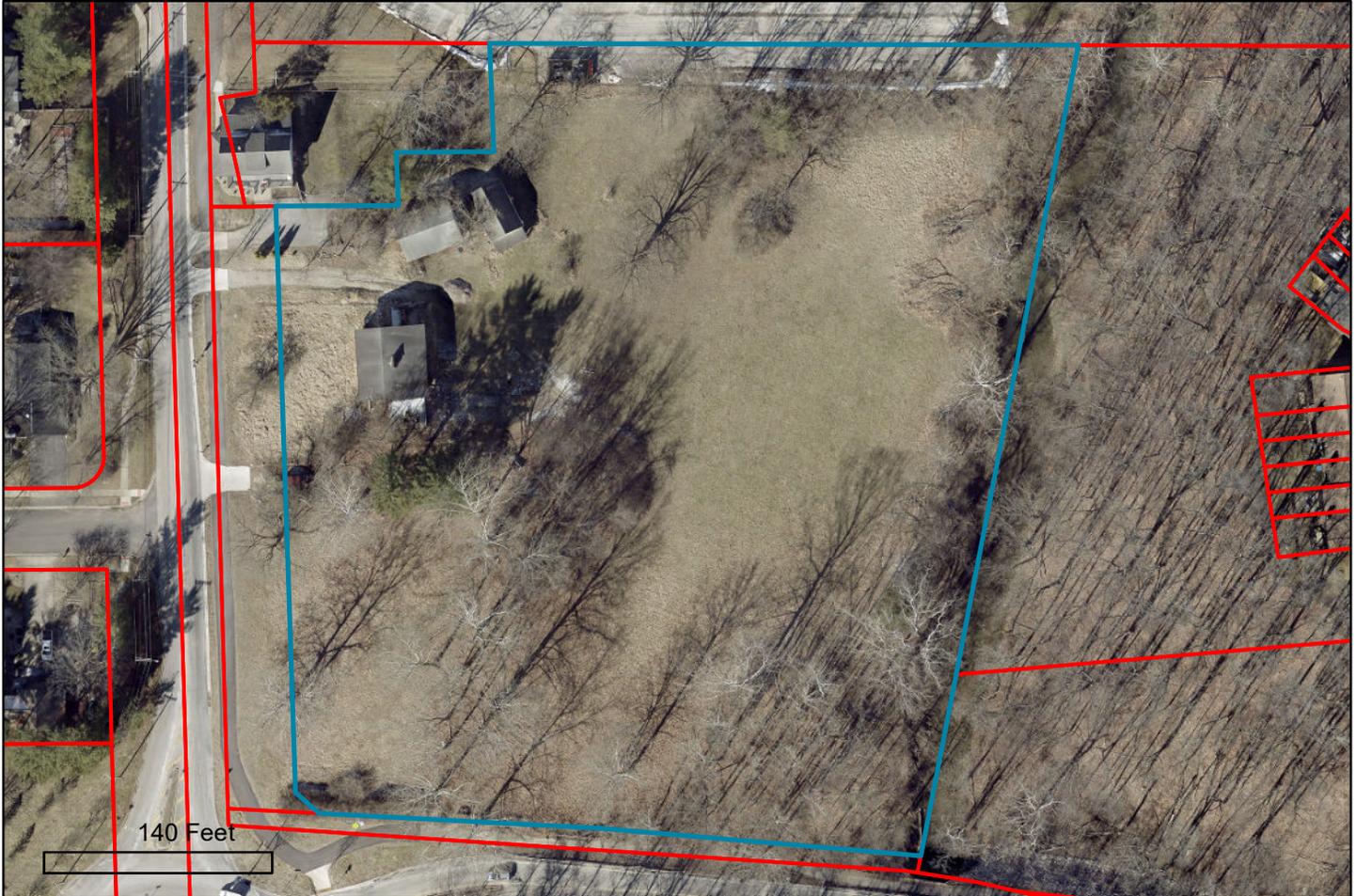
If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday August 26, 2025 via ZOOM meetings and in person in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.**

The Property Owner is entitled to present arguments and evidence in defense of this request for abatement.

Fines are not appealed at this meeting

Monroe County, IN

2225 S High ST, Bloomington, IN 47401-4314
53-08-10-400-006.000-009



Parcel Information

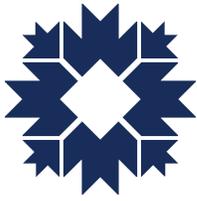
Parcel Number: 53-08-10-400-006.000-009
Alt Parcel Number: 015-53480-00
Property Address: 2225 S High ST
Bloomington, IN 47401-4314
Neighborhood: High Street - South - A
Property Class: 1 Family Dwell - Unplatted (0 to 9.99 Acres)
Owner Name: Adam, William W
Owner Address: 2225 S High St
Bloomington, IN 47401
Legal Description: 015-53480-00 PT SW SE 10-8-1W;
4.174A

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	1.0	
91	3.174	



City of Bloomington
Housing and Neighborhood
Development (HAND)
bloomington.in.gov

401 N Morton ST Suite 130
PO Box 100
Bloomington IN 47404

Phone: (812) 349-3420
Fax: (812) 349-4582
hand@bloomington.in.gov

Case #: CODET62025-07-4440
Date Opened: 7/18/2025
Inspector: 219



Notice of Violation

2225 S High ST
Bloomington IN 47401
53-08-10-400-006.000-009

Owner

William W Adam
2225 S High ST
Bloomington IN 47401

Violation(s):

6.06.050 - Excessive growth

It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Warning

Corrective Action:

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. **Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Cases in Current Cycle (Aug - Aug):

Case	Opened	Closed	Description
CODET62025-08-4504	8/1/2025		



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Phone: (812) 349-3420
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hand@bloomington.in.gov

Case #: CODET62025-07-4482
Date Opened: 7/28/2025
Inspector: 219



Notice of Violation

2225 S High ST
Bloomington IN 47401
53-08-10-400-006.000-009

Owner

William W Adam
2225 S High ST
Bloomington IN 47401

Violation(s):

6.06.050 - Excessive growth

It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

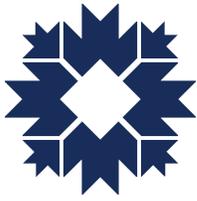
1st Violation \$50.00

Corrective Action:

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Cases in Current Cycle (Aug - Aug):

Case	Opened	Closed	Description
CODET62025-08-4504	8/1/2025		



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Case #: CODET62025-08-4504
Date Opened: 8/1/2025
Inspector: 219



Notice of Violation

2225 S High ST
Bloomington IN 47401
53-08-10-400-006.000-009

Owner

William W Adam
2225 S High ST
Bloomington IN 47401

Violation(s):

6.06.050 - Excessive growth

It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

2nd Violation \$100.00

Corrective Action: BPW 8/26/2025

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. **Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Cases in Current Cycle (Aug - Aug):

Case	Opened	Closed	Description
CODET62025-08-4504	8/1/2025		

MINUTES
BOARD OF PUBLIC WORKS
May 20, 2025

A Regular Meeting of the Board of Public Works was held on **Tuesday May 20, 2025, at 5:30 p.m.** in the Council Chambers (RM# 115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom.

Members in Attendance:

Kyla Cox Deckard, President
Elizabeth Karon, Vice President

Employees in Attendance:

Adam Wason, Public Works
Miranda Beaver, Public Works
Kenneth Liford, HAND
Jason Kerr, Engineering
Kendall Knoke, Engineering
Kyle Baugh, Engineering
Maria McCormack, Engineering
Alex Gray, Engineering
Max Litwin, Bloomington Fire Department
Aleksandrina Pratt, Legal

I. MESSAGES FROM BOARD MEMBERS

Kyla Cox Deckard expressed thanks to the Public Works Department, City Departments, County Highway Department, EMA and other units who have been working so diligently in response to the tornado. Thanked the residents for chipping in to make the process a little bit easier.

II. PETITIONS AND REMONSTRANCES

III. TITLE VI ABATEMENTS

1. 1600 W. 3rd Street

Kenneth Liford, HAND, presented Title VI Abatement for 1600 W. 3rd Street. This property has an encampment and trash littering the ground. Staff have reached out several times to the owners. They rarely reach back out to HAND for anything. They said that they were going to clean it up a month ago. Nothing has been done on the property and staff would like to start clean-up. Wason also stated that Public Works, Downtown Resource Officers and Social Workers through BPD have been working with HAND on this issue. The property is behind Wheeler Mission on the old Red Cross property that's been abandoned. Some adjacent public parcels and property have a lot of trash as a result of this encampment. So if the property owner doesn't take action to clean the property, the City orders the abatement, and property lines will be defined.. A contractor will then do the clean-up at that time. Karon made a motion to approve Abatement at 1600 W. 3rd Street. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

2. 304 N. Hopewell Street

Kenneth Liford, HAND, presented Title VI Abatement for 304 N. Hopewell Street. HAND gets constant complaints regarding this property. Staff believe this property was left to the previous owner's adult children. When a \$150 fine was issued last time, they cleaned up the property pretty well. HAND put on a neighborhood cleanup and they did take advantage of it. HAND has gone ahead and requested this abatement for future issues that arise, as this is an ongoing issue. Karon asked if the notice of violation given has been paid. Liford said he hasn't checked to see if they have been paid, but probably not. Liford believes there is no running water or power in the house. Karon made a motion to approve Abatement at 304 N. Hopewell Street. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion is passed.

IV. CONSENT AGENDA

- 1. Approval of Minutes 02.10.2025**
- 2. Approval of Minutes 02.25.2025**

3. **Resolution 2025-028 Allen Street Mural Painting**
4. **Resolution 2025-036 Dirt Fest**
5. **Resolution 2025-037 Eclaras Impact Market**
6. **Resolution 2025-038 Pushcart License for Big Dawg Cart**
7. **Approval of Payroll**

Karon motioned to approve the consent agenda. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

V. NEW BUSINESS

1. Approve Change Order Package with Change Orders 1-3 for Winslow, Rogers Resurfacing

Jason Kerr, Engineering, presented a Change Order Package with Change Orders 1-3 for Winslow, Rogers Resurfacing for approval. This project is milling and resurfacing with new curb ramp and crosswalk median along Winslow and Rogers between Allendale and Sare Road. Change Order 1 is for an additional crosswalk median at Spicewood Lane and Rogers Road. There is also curb insulation at the northeast corner of Abby Lane. Change Order 2 is the covered extension of three feet needed to install a retaining wall next to the multi-use path. Additionally, there is a sanitary manhole section that will need to bring the manhole cover up and grade with that multi-use path. Change Order 3 is to reconstruct the eastbound turn lane at Spicewood Lane to a pavement section that meets the requirements for a mainline road. The initial contract price was \$1,340,000. All three change orders would add \$62,461.84, which would bring the grand total of the contract to \$1,402,461.84. The roundabout for Winslow High and Rogers will be closed May 27th, which is following Memorial Day. It is expected to be back open July 14th as a 45 day closure. There is still access to the park and there is pedestrian access on the east side and south side of the roundabout to the park. The parking lot will be closed to the park, but Child’s Elementary has agreed to allow parking there since they will be out of session. Karon made a motion to approve Change Order Package with Change Orders 1-3 for Winslow, Rogers Resurfacing. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

2. Approve Temporary Use of Right-of-Way for Construction at Kohr Community Flats

Kendall Knoke, Engineering, presented a Temporary Use of Right-Of-Way for Construction at Kohr Community Flats for approval. This is a request from BMC contractors for the use of certain portions of W. University Street and S. Jackson Street. BMC is the contractor that’s constructing the core community flats project. However, the contractor has been using several areas adjacent to that property for staging and construction access. This has been happening for several months and staff are trying to formalize the proper approvals for the use of this property. In the staff report yellow is the Board of Public Works unimproved Right-Of-Way and blue is RDC owned properties. We want to formalize these approvals and make sure that the contractor was aware that if there’s conflict with our City project, our project will take priority over theirs. We anticipate both contractors will work well together but wanted to have everything formalized. This will be the tone that we set in the development of the Hopewell area. There’s going to be a lot more development and Knoke is working on a GIS site that will show approvals, who approved what, where and when. City Engineering is going to make sure maintenance of the adjacent areas is handled by the contractor during construction. Karon motioned to approve Temporary Use of Right-Of-Way for Construction at Kohr Community Flats. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

3. Approve Lane and Road Closures for Arlington Multifamily Project

Kyle Baugh, Engineering, presented Lane and Road Closures for Arlington Multifamily Project for approval. Stinger Excavating is requesting lane and road closures on Arlington Road northwest of the W. 17th roundabout. These closures have been requested to start May 27, 2025 and end August 1, 2025. This would take place during MCCSC summer break. These requests stem from needing an upgraded water, storm, sanitary utility systems and transportation infrastructure. The applicant has coordinated with adjacent property owners in the area. Signage for the closure has been in place since May 12th. Coordination with BT is ongoing as well as MCCSC. Cox Deckard asked for a recap of what was discussed in the work session about Engineering’s preference on the way this is handled, the date span and the type of restrictions that would be approved. Baugh stated that Engineering staff’s position is a little bit indifferent. Similar projects took a shorter time span, but that might be crew specific. The submitted MOT for closure will need a few tweaks to the signage. For some of the local access, there’s still questions. At points of the project, Baugh stated he will be working closely with Ben, from Stinger, to make sure we’re keeping as much open, as long as possible. Cox Deckard asked if there was any anticipation that one lane will remain open during this closure or is the request from May 27th through August 1st both lanes closed through the duration. Baugh replied that they don’t have that specifically lined out. The goal will be to keep one lane open as they can. The specific constraint is as you get closer to the West 17th roundabout, the lane narrows quite a bit. As you go further north, there’s more shoulder width to work in. Staff want to make sure that they are not putting traffic in a position where they have any kind of pressure on any of those open excavations even several feet away. Karon asked if they could get a report partway through the summer of just how it’s going and for traffic flow. That would be helpful for the Board to get midway through. Baugh said they can make that happen. Maria McCormick added that part of this closure is due to a

requirement that there be a full depth repave of the lane where the street cut is. Karon motioned to approve Lane and Road Closures for Arlington Multifamily Project. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

4. Approve Temporary Road Closures for Hub II Utility Relocation

Maria McCormick, Engineering, presented Temporary Road Closures for Hub II Utility Relocation for approval. This is a request for a phased set of lane closures for utility relocations for Hub II which is going up on the north side of town. Due to the scope of redevelopment, the project will require extensive upgrades to utilities, including replacement water lines, sanitary sewer, and storm water. All impacted roads will undergo full reconstruction and repaving following the utility work. All closures are limited to thru traffic only. Accessor adjacent residents and emergency vehicles will be maintained at all times. The petitioner requests the following phase to occur. Phase 1 closure dates are May 21, 2025-June 11, 2025 for E. 19th Street from N. Washington Street to N. Lincoln Street. Phase 2 closure date is June 11, 2025-July 2, 2025 for N. Lincoln Street from E. 19th Street to E. 18th Street. Phase 3 closure dates will be July 2, 2025-July 23, 2025 for N. Lincoln Street from E. 18th Street to E. 17th Street. Phase 4 closure dates will be July 23, 2025-August 13, 2025 for N. Washington Street from E. 19th Street to the dead end. This permit will not include any work on 17th Street. A different permit will need to be obtained for any work on 17th Street. Karon was confirming what she heard that the dates for these closures are summer 2025 and the project is expected to be done in summer 2027. Jesse Graber, representing developer Core Space answered that question. Graber stated that the closure that they are requesting will be for this summer and they would reopen the roads prior to IU School season starting, with the exception of the final coat of asphalt, which would be done at the end of the building project in June of 2027. They will maintain residential traffic to every property affected throughout the construction, but because of the separation of utilities required between water and sewer, they are basically going to have to dig up the entire road. The temporary road replacement will be milled asphalt, gravel and steel plates, but will allow adjacent property owners full time access to their properties. The goal is to have the base asphalt down and the curbs poured before the start of school '25 and '26 season. Cox Deckard asked if they could describe what pedestrian access would look like. McCormick stated currently there is no pedestrian access as there are no sidewalks along Washington at all. There are some sidewalks along the north side of E. 19th Street as well as some sidewalks along the east side of N. Lincoln. The sidewalks are disconnected. The requirement is that these pedestrian facilities be installed during this development. This is not an area that had much pedestrian infrastructure at this point in time and they aren't impacting any pedestrian infrastructure because there is none. Graber added that their MOT includes a POT, so there is a pedestrian maintenance of traffic plan. McCormick stated what sidewalks there are will have a diversion next to where the sidewalks were if they can't keep them open. Karon made mention that on the staff report the notice of temporary road closure goes through August 24th and that IU classes start August 25th. The closures dates actually go through August 13th. McCormick stated that gives them just a little bit of extra wiggle room. The developer will probably be done sooner. Wason added that move outs will begin August 1st and August 15th for move in, so things will start to really pick up. McCormick stated that they have shortened it significantly from their initial request. Karon motioned to approve Temporary Road Closures for Hub II Utility Relocation. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

5. Approve Addendum #1 to BFD Logistics Center with Weddle Brothers

Max Litwin, Bloomington Fire Department, presented an Addendum #1 to BFD Logistics Center with Weddle Brothers for approval. This addendum is to expand the use of public safety bond funds to encompass some items that were uncovered during the planning and developmental stage of this project. The majority of them consisted of upgrades, UDI requirements to the parcel as well as a significant amount of site work that was needed. Karon motioned to approve Addendum #1 to BFD Logistics Center with Weddle Brothers. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion is passed.

6. Approve Closure Request for Poplar Development

Alex Gray, Engineering, presented a Closure Request for Poplar Development for approval. FA Wilhelm is working on the Poplar's Development with IU. FA Wilhelm would like to add to their additional closure, they currently have the bike lane on 7th closed between N. Dunn Street and N. Grant Street. They would like to add the sidewalk on the eastern side of N. Grant Street to the closure. This closure will allow Wilhelm to push their fence out and have more space on that side when they start masonry work. This closure would be from May 29th to July 25th of this year. There is a concern that if we put a walk around, which would be adjacent to the sidewalk, it would make it where the cars would not be able to make the turn from 7th on to Grant. There's a bump out that is at the entrance which makes the turn radius a little too sharp for most vehicles. Staff have requested them to do a regular sidewalk detour. Karon motioned to approve Closure Request for Poplar Development. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion is passed.

7. Approve Contract with Renascent, Inc. for Demolition of Awning at Street Division

Adam Wason, Public Works, presented a Contract with Renascent, Inc. for Demolition of Awning at Street Division for approval. As a result of the storms that came through last June, there was damage to the Street Division’s awning down off of Miller Drive. An Emergency Purchase Justification was done through the Controller’s Office to remedy this situation quickly. After discovering some electrical infrastructure feeding into an emergency weather siren at the location, there were months of delay. This item is to formalize the contract with Renascent for the \$22,000 demolition of the awning. The City is hoping to get reimbursed for some of that from the state, but are still waiting to hear. Karon made a motion to approve Contract with Renascent, Inc. for Demolition of Awning at Street Division. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion is passed.

8. Revocation of Agreement for Kirkwood Sidewalk Project with Wise Building Solutions

Adam Wason, Public Works, presented the Revocation of Agreement for Kirkwood Sidewalk Project with Wise Building Solutions for approval. At a previously held Board of Public Works meeting in December of 2024, the Board awarded a sidewalk project on Kirkwood Avenue to Wise Building Solutions. Street Division has had issues with performance on another project that Wise was awarded and it was agreed by both contractor and the City that this project should not proceed in its current form with the contractor. Work has not been started under this agreement and it has been mutually agreed upon that the City would revoke this contract with no penalty to either party. The plan is to rebid this work with several other sections to make it a larger project and hopefully solicit some more bidders on this. For now, Street Division will do some temporary maintenance this summer to make sure the sidewalks are safe and accessible. Karon made a motion to approve Revocation of Agreement for Kirkwood Sidewalk Project with Wise Building Solutions. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion is passed.

VI. STAFF REPORTS & OTHER BUSINESS

Adam Wason thanked all the responders, including Public Works staff and others, that were out Friday night assisting with all the tornado damage outside city limits. Just south of City limits down on S. Walnut by Kroger was hit pretty hard as well as west in the county near Greene County. Bloomington Police Department, Fire Department and EMS worked in conjunction with our friends over at County government to help those affected. City staff shows up when folks need us the most and that’s important and something to be commended.

VII. APPROVAL OF CLAIMS

Karon made a motion to approve the Claims in the amount of \$2,153,527.54. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

VIII. ADJOURNMENT

Cox Deckard called for adjournment at 6:05pm.

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Date: _____ Attest to: _____

MINUTES
BOARD OF PUBLIC WORKS
June 03, 2025

A Regular Meeting of the Board of Public Work was held on **Tuesday June 03, 2025, at 5:30 p.m.** in the Council Chambers (RM# 115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom.

Board Members Present:

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

City Employees Present:

Miranda Beaver, Public Works
Neil Kopper, Engineering
Zac Rogers, Engineering
Maria McCormick, Engineering
Alex Gray, Engineering
Kyle Baugh, Engineering
Julius Mitchell, Office of the Mayor
Audrey Brittingham, Legal

I. MESSAGES FROM BOARD MEMBERS

James Roach wanted to let everyone know he would not be available for the next two Board meetings. He will be out of state.

II. PETITIONS AND REMONSTRANCES

III. CONSENT AGENDA

1. **Resolution 2025-039 Fourth of July Parade**
2. **Resolution 2025-040 Taste of Bloomington**
3. **Resolution 2025-046 BHA Family Night Out**
4. **Approve Service Agreement with Blue Stone Tree, LLC**
5. **Approve Service Agreement with Cassady Electric, LLC for Facilities**
6. **Approve Service Agreement with Ann-Kris, LLC for Facilities**
7. **Approve Service Agreement with Economy Termite and Pest for Facilities**
8. **Approve Service Agreement with Bounds Flooring, Inc. for Facilities**
9. **Approve Service Agreement with Hoosier Drywall Specialist, LLC**
10. **Approval of Payroll**

Karon made a motion to approve the Consent Agenda. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

IV. NEW BUSINESS

1. **Approve Amendment #2 to Consulting Contract with Butler Fairman Seufert for High Street Modernization and Multi-Use Path**

Neil Kopper, Engineering, presented an Amendment #2 to Consulting Contract with Butler Fairman Seufert for High Street Modernization and Multi-Use Path for approval. This is a project to construct a multi-use path on the east side of High Street between Arden Drive and Hunter Avenue. It also modernizes existing traffic signals within those limits. There is an existing preliminary engineering contract with BF&S. This amendment removes some services that are no longer necessary and it also adds services for right-of-way staking. The not to exceed contract amount increases by \$43,770 to a new total of \$1,143,160. Karon made a motion to approve Amendment #2 to Consulting Contract with Butler Fairman Seufert for High Street Modernization and Multi-Use Path. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

2. Approve Contract with E&B Paving for N. Walnut Street Resurfacing Project

Zac Rogers, Engineering, presented a Contract with E&B Paving for N. Walnut Street Resurfacing Project for approval. This project shall include, but is not limited to, the asphalt resurfacing, pavement markings, curb ramp modification, guardrail replacement, and stormwater infrastructure updates on N. Walnut Street from 400 feet north of Old Indiana 37 to 450 feet south of Gilbert Drive. Additionally, this project will have intermittent lane closures. Bids were opened and read aloud at yesterday's BPW Work Session. E&B Paving, LLC was the lowest responsible and responsive bidder at \$1,332,900.00. Karon asked if the specific lane closures will come to them separately. Rogers stated that the lane closures are part of the MOT plan that was attached when it was presented to the Board during the engineering phase, but can come back and give an update. Cox Deckard asked if the description of the work was the Shower's Park crossover or end of Cascades. Rogers said it starts roughly in front of McDonalds and runs down to Old 37. Cox Deckard also asked if there would be a flagging lane. Rogers stated there would be a flagging lane closure operation to keep traffic flowing. Cox Deckard asked about the anticipated dates of the project again. Rogers said hopefully this month they would be starting and end by November 1st. Cox Deckard asked if the lane will be open during high volume times like football games. Rogers said that they would have to work through that with the contractor to make sure they don't have any major closures. Karon added in addition to football weekends, the residence hall move-in days would be the ones to potentially have the lanes open. Karon made a motion to approve Contract with E&B Paving for N. Walnut Street Resurfacing Project. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

3. Approve Change Order #1 for the E. 3rd Street (Hawthorne to Rose) Protected Bike Lane Phase 2

Zac Rogers, Engineering, presented Approve Change Order #1 for the E. 3rd Street (Hawthorne to Rose) Protected Bike Lane Phase 2. This project was awarded to Milestone Contractors on December 16, 2024 in the amount of \$107,500.00. Change Order 1 includes the addition of 4 rubber delineators, 1 flexible delineator post, and 1 additional calendar day to the contract. This change order increases the contract amount by \$1,375.00, bringing the contract total to \$108,875.00. Karon made a motion to approve Change Order #1 for the E. 3rd Street (Hawthorne to Rose) Protected Bike Lane Phase 2 Roach seconded. Cox Deckard called roll, all in favor, motion passed.

4. Approve Parking and Lane Closures at 206 N. Walnut Street (Princess Theatre)

Maria McCormick, Engineering, presented Parking and Lane Closures at 206 N. Walnut Street (Princess Theatre) for approval. The petitioner has requested that a ROW permit be issued for a sidewalk closure with diversion into the parking lane on the east side of the 200 block of N. Walnut Street. This work is necessary to complete the façade repairs on the historic Princess Theatre. The façade currently has unsafe orders in place on the terracotta tiles that cover the front of the building due to the deterioration of the mortar holding the tiles in place and water damage to the underlying brick structure. The scaffolding has been in place since October 2023. The sidewalk will be detoured into the parking lane on the east side of N. Walnut Street. Once the damaged tiles have been removed and the structure stabilized, the scaffolding will be removed and the sidewalk reopened. Work will not begin until the Certificate of Appropriateness has been issued from the Historical Preservation Commission and Bloomington Restoration Inc. Karon asked if there was a sense of timing of when those COA's are coming from historic preservation. McCormick stated that it should go through HPC meeting on Thursday night this week. Staff wanted to get the sidewalk diversion up as soon as possible for traffic, so pedestrians had a safe way to travel. This is just a permit for using the right-of-way and not a permit for any work to begin. Karon made a motion to approve Parking and Lane Closures at 206 N. Walnut Street (Princess Theatre). Roach seconded. Cox Deckard called roll, all in favor, motion passed.

5. Accept Public Improvements for Duncan Subdivision

Maria McCormick, Engineering, presented Public Improvements for Duncan Subdivision for acceptance. The petitioner is requesting that the Board accept the Public Improvements that were required as part of the plat subdivision for the Lutes Subdivision (614-632 W. Duncan Drive) and move this project into the 2-year maintenance bond period. All Public Improvements have been inspected and approved. These improvements to be accepted are 375 linear feet of new 5 foot sidewalks and 9 street trees. The maintenance bond for this project shall be in the amount of \$8,334.00 and remain in effect

until June 3, 2027. Karon made a motion to Accept Public Improvements for Duncan Subdivision. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

6. Approve Duke Utility Easement at 1981 S. Henderson Street

Maria McCormick, Engineering, presented a Duke Utility Easement at 1981 S. Henderson Street. This is a request for an encroachment agreement with Duke Energy at the City of Bloomington Utilities building. CBU is planning upgrades to a water booster station located between the CBU service center and the fire station. As part of those upgrades they require additional power. To get that power Duke needs this easement to put new infrastructure in place on City property. Karon made a motion to approve Duke Utility Easement at 1981 S. Henderson Street. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

7. Intermittent Sidewalk Closure on E. North Drive

Kyle Baugh, Engineering, presented an Intermittent Sidewalk Closure on E. North Drive for approval. Astro Turf Corporation is requesting an intermittent sidewalk closure at the construction entrance between the Monroe County Community School Corporations Administration Building and the softball field there for synthetic turf installation. This is on the north side of E. North Drive. This closure would consist of a crew member being posted when vehicles are entering/exiting the construction entrance to maintain the pedestrian traffic flow. This is being requested from tomorrow and then will run into the end of the summer, August 1st. There is still an issue with the grading permit release for this location. Staff will be working with CBU to make sure that this is addressed before this gets fully issued. Cox Deckard stated that the entrance in the staff report is labeled as a construction entrance, she assumes it is like a makeshift entrance just specifically for construction. It's not an apron that currently exists where traffic would normally be coming in and out, which is why the sidewalk closure is needed. Baugh stated that yes, that is correct and there will be an inspection of the sidewalk and curb upon completion where they have created this makeshift entrance. Karon made a motion to approve Intermittent Sidewalk Closure on E. North Drive. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

8. Approve Lane and Sidewalk Closures by HNTB on S. Rogers Street

Kyle Baugh, Engineering, presented Approve Lane and Sidewalk Closures by HNTB on S. Rogers Street. City of Bloomington Utilities is requesting lane and sidewalk closures on S. Rogers Street adjacent to the 1501 S. Rogers Street property to update a sewer main. The western sidewalk and traffic lane of S. Rogers Street would be closed with a standard sidewalk closure and stationary lane closure for the southbound traffic lane. The southbound traffic lane will be detoured to S. Walnut Street via Grimes into the north and Country Club Drive to the south. The requested work will be a two week period, beginning on July 7, 2025 and ending on July 21, 2025. Cox Deckard asked for clarification that local access would still be available and there won't just be a pass through. Baugh stated that the local closure point would be just north of the work zone. Sign boards will be placed 2 weeks in advance of this closure. Karon made a motion to approve Lane and Sidewalk Closures by HNTB on S. Rogers Street. Roach seconded. Cox Deckard called roll, all in favor, motion is passed.

9. Approve Monroe County Convention Center Utility Relocation Closures

Alex Gray, Engineering, presented Monroe County Convention Center Utility Relocation Closures for approval. There are different utility groups such as Smithville Fiber, Comcast, Center Point Energy and Duke Energy that are needing to come in and focus on utility relocation. Engineering coordinated with these companies to ensure that there were not multiple closure requests. The primary contractor, BCRJ, will do a W. Third Street lane closure for this work. This closure will be the outer lanes of W. Third Street. The inner lanes will be open and people can go east and west, but the outer lanes will be closed temporarily. There will be multiple rotating alley closures in the project area during this time as well. There will be moving sidewalk closures as well along W. Third Street and S. Walnut Street in the project area. These closures will take approximately three weeks to accommodate all of the different utility partners. Cox Deckard wanted clarification from yesterday's work session questions and wanted to know if the north side section will be closed. Gray stated that one section will be closed between College and Walnut on the southside. The north side of that sidewalk will be open. Cox Deckard sparked questions about the sidewalk diversions requiring multiple cross overs for pedestrians. Gray stated that Engineering will work closely with BCRJ to make sure that those concerns are addressed.

Karon made a motion to approve Monroe County Convention Center Utility Relocation Closures. Roach seconded. Cox Deckard called roll, all in favor, motion is passed.

10. Approve Sidewalk and Parking Lane Closures on N. Dunn Street for Poplars Development

Alex Gray, Engineering, presented Sidewalk and Parking Lane Closures on N. Dunn Street for Poplars Development for approval. The Poplars Development at E. 7th Street, N. Dunn Street, and N. Grant Street are requesting the sidewalk on the west side of N. Dunn Street, as well as the parking spaces adjacent to the west sidewalk, be closed. This is a phased closure request, with this first phase requested to begin June 6, 2025 through August 3, 2025. The next phase will be brought to the Board in October. Cox Deckard asked if pedestrians are going to be guided to the sidewalk across the street. Gray said yes, that there was discussion about guiding to the Grant side, but a walk around is not feasible there. Vehicles wouldn't be able to turn on Grant and a mid-block crossing is not recommended. There is a similar problem on Dunn Street by the alley, as the curb ramps are not ADA compliant. So pedestrians cross 6th Street to Dunn, then use 7th Street. Karon made a motion to approve Sidewalk and Parking Lane Closures on N. Dunn Street for Poplars Development. Roach seconded. Cox Deckard called roll, all in favor, motion is passed.

11. Approve Sidewalk Closure for E. 7th Street at N. Jefferson Street

Alex Gray, Engineering, presented a Sidewalk Closure for E. 7th Street at N. Jefferson Street for approval. Blackwell Construction is working with Todd Sacksteder to remove and replace the sidewalks in front of two new rental buildings being built at the corner of E. 7th Street and N. Jefferson Street. The sidewalks will be 6 feet wide including a tree plot strip between the sidewalk and the street. To complete the work, they are requesting a sidewalk closure from June 4, 2025 through June 14, 2025. Cox Deckard asked what the diversion would be for this. Gray stated it should go across the street to Jefferson. Cox Deckard asked if the sidewalk that is being replaced was on 7th or Jefferson. Gray said it's on both. They are replacing Jefferson and 7th in sections and they want to start with Jefferson first. Cox Deckard asked if there was a sidewalk on the other side of Jefferson. Gray said not on 7th but on Jefferson there is. Cox Deckard, Gray and McCormick discussed a solution for the walk around. McCormick asked Audrey Brittingham if the Council approved the permit as is on 7th street with a viable walk around per staff. Brittingham stated that she feels pretty confident in McCormick's suggestion as it's been done before, but will look into this a little bit further and then give a definitive answer. Karon made a motion to approve Sidewalk Closure for E. 7th Street at N. Jefferson Street in conjunction with staff acceptance, per municipal code, on a 7th Street sidewalk walk-around. Roach seconded. Cox Deckard called roll, all in favor, motion is passed.

12. Approve Sidewalk Closure for MCCSC CoLab-ELC-Able Parking Improvements

Alex Gray, Engineering, presented Sidewalk Closure for MCCSC CoLab-ELC-Able Parking Improvements for approval. Crider & Crider are working with BRCJ to replace two concrete entrances to the Monroe County School Corporation Co-Lab building at the corner of E. Miller Drive and S. Henderson Street. They are requesting sidewalk closures when working at the approaches. The crews will minimize impacts to the lanes of S. Henderson Street and E. Miller Drive. The contractor is not anticipating any lane closures at this time. The contractor will be doing them in sections and the timeline is July 7th to July 18th. Karon asked if the stretch of sidewalk along Henderson and along Miller Drive would be closed at the same time. Bill Riggert with BRCJ stated that they would be done independently, but on Miller they are going to put a walk around in. The walk around will go onto MCCSC's property so they don't have to close the sidewalk or have a detour. On Henderson there will be a detour at Black Lumber at the multi-purpose path and run up on the east side of Henderson back over at Miller. Karon made a motion to approve Sidewalk Closure for MCCSC CoLab-ELC-Able Parking Improvements. Roach seconded. Cox Deckard called roll, all in favor, motion is passed.

13. Approve Addendum #1 to the Innovasol Contract for City Hall Lighting

Miranda Beaver, Public Works, on the behalf of JD Boruff, Facilities presented an Addendum #1 to the Innovasol Contract for City Hall Lightening for approval. During the course of the lighting replacement projec, some changes need to be made to the scope of work. These changes are for additional fixtures, dimmer switches and updating the wiring in the restrooms. The total of these changes is \$21,671, which brings the contract price to \$275,671. This does represent a 9.2 percent increase in the contract amount. Roach asked for a little more description of the 9.2 percent increase. Beaver stated that contractors are only allowed to go ten percent in change orders of the original amount of the contract. We are approaching that 9.2 percent with this first contract amendment and the decision was made that if there are any other adjustments, staff will bring this back as a phase two. Roach asked if that was the case would this be a whole new contract. Beaver stated yes and that they have discovered all of the minor changes. Karon made a motion to approve Addendum #1 to the Innovasol Contract for City Hall Lightening. Roach seconded. Cox Deckard called roll, all in favor, motion is passed.

V. STAFF REPORTS & OTHER BUSINESS

Miranda Beaver, Public works, wanted the Board to know that the next Board of Public Works meeting will be scheduled for June 18th. This will be a full meeting and there will be no work session. This is to accommodate for scheduling to make sure there are enough board members for a quorum.

VI. APPROVAL OF CLAIMS

Karon made a motion to approve the Claims in the amount of \$1,072,458.55. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

VII. ADJOURNMENT

Cox Deckard called for adjournment at 6:20pm.

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Date: _____ Attest to: _____



Board of Public Works Staff Report

Project/Event: IU Homecoming Parade
Petitioner/Representative: Eryn Wisler, Indiana University
Staff Representative: Cassie Werne, Special Projects & Operations Manager
Date of Event: Friday, October 17, 2025
Date of Board Meeting: Tuesday, August 26, 2025

Report: Indiana University is requesting a rolling closure of Woodlawn Avenue from 17th to 7th for the IU Homecoming Parade on Friday, October 17, 2025 from 4 to 7:30pm. This event has been approved by the Office of Student Life as well as IUPD. IUPD is overseeing traffic control and IU Facilities is providing traffic barricades, signage, etc.

The following plans are included in the application:

- Maintenance of Traffic Plan
- Emergency Action Plan
- Waste Management Plan
- Parade Permit

**CITY OF BLOOMINGTON
BOARD OF PUBLIC
WORKS RESOLUTION 2025-
064**

IU Homecoming Parade

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, Eryn Wisler (“Organizer”), with the IU Homecoming Parade, would like to close the streets indicated in this Resolution, below, from 4:00 p.m. through 7:30 p.m. on October 17, 2025 in order to hold a special event: the IU Homecoming Parade; 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 Organizer and other event organizers may close Woodlawn Avenue between 7th street and 17th street, as well as portions of 17th, 15th, 14th, 13th, 12th, 11th, 10th, 9th, 8th, 7th, and Cottage Grove streets, as more particularly indicated on the attached application marked as Exhibit A, incorporated into this Resolution by reference. The timeline for this rolling closure will be from 4:00 p.m. until 7:30 p.m. on October 17, 2025..
3. Organizer and other 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. Organizer and event organizers shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department or IU Police Department (“IUPD”) 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. Organizer and event organizers shall work with IUPD for traffic control during the event.
6. Organizer and the other 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 7:30 p.m.

Resolution 2025-064

7. Organizer and the other 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 October 17, 2025.
8. 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 4:00 p.m. and 7:30 p.m. on October 17, 2025.
9. Organizer and other 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.
10. Organizer 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 Organizer agrees to submit to the City at least thirty (30) days prior to October 17, 2025.
11. 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.
12. Organizer, IU Homecoming Parade, 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.

13. Eryn Wisler, organizer for the IU Homecoming Parade 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 26th DAY OF August, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-064 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Eryn Wisler, 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 #: SE2025-0025
Application Date: 7/10/2025

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
Eryn Wisler
1000 E 17th Street
Bloomington IN 47408

Overview

Event Description Indiana University Homecoming Parade

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

Public Art Installation

Run/Walk/Parade Checked

Other

Setup - Date and Time Friday, October 17, 2025 4:00 pm

Start - Date and Time October 17, 2025 5:30 pm

End - Date and Time October 17, 2025 7:30 pm

Teardown - Date and Time October 17, 2025 7:30 pm

Expected Number of Participants 75

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:

All of Woodlawn Ave from 17th to 7th
17th, 15th, 14th
13th, 12th, 11th
Cottage Grove
10th, 9th, 8th
and 7th

Street	To Street	From Street	Closing /Opening	Date
Woodlawn Ave	7th	17th	Closing	10/17/2025 4 PM

Is this event on Indiana University campus?

Yes

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

Yes

Emergency

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

IUPD

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

Medical Emergencies

1. Activate the backup plan promptly if it is deemed necessary.
2. Coordinate with local authorities and relevant agencies to address the major incident.
3. Evacuate participants to designated safe zones and provide clear instructions.
4. Utilize multiple communication channels (text messages, public address systems) to convey evacuation instructions and ensure participants' safety.
5. Advise vendors to follow established emergency protocols and relocate to safe areas.
6. Report incident as needed (see below for more information)

Severe Weather

In the event of severe weather the parade will be canceled

Fire/Evacuation

1. Activate the backup plan promptly if it is deemed necessary.
2. Coordinate with local authorities and relevant agencies to address the major incident.
3. Evacuate participants to designated safe zones and provide clear instructions.
4. Utilize multiple communication channels (text messages, public address systems) to convey evacuation instructions and ensure participants' safety.
5. Advise vendors to follow established emergency protocols and relocate to safe areas.
6. Report incident as needed (see below for more information)

Lost or Missing Persons

1. Activate the backup plan promptly if it is deemed necessary.
2. Coordinate with local authorities and relevant agencies to address the major incident.
3. Evacuate participants to designated safe zones and provide clear instructions.
4. Utilize multiple communication channels (text messages, public address systems) to convey evacuation instructions and ensure participants' safety.
5. Advise vendors to follow established emergency protocols and relocate to safe areas.
6. Report incident as needed (see below for more information)

Other

Have you arranged for security at your event?

Yes

If yes, who will be providing security?

IUPD, private 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.

Eryn Wisler
812-327-0074

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.?

It is possible spectators will leave trash such as candy or candy wrappers.

What is your plan to collect and dispose of trash and recycling? Students and staff will collect trash and dispose of it

What vendor will provide waste bins and collection service? IU

Will you be providing portable toilets? No

If yes, how many portable toilets?

If yes, what company is providing the portable toilets?

Noise & Entertainment

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

Live Music Checked

Recorded Music i.e. DJ, etc. Checked

Loudspeaker Checked

Other Checked

Will the noise be amplified? Yes

Please describe event entertainment and associated infrastructure including stage, sound amplification equipment, etc.? We will have an emcee on a mic and speakers so the spectators can hear the details of each entry. Some entries will have sound from their car/float/etc

What will be the power source for equipment? generator

Describe any other electrical needs:

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

Which businesses/residents have been notified? We usually notify those impacted when the IU semester resumes. Most places are unoccupied during the summer months.

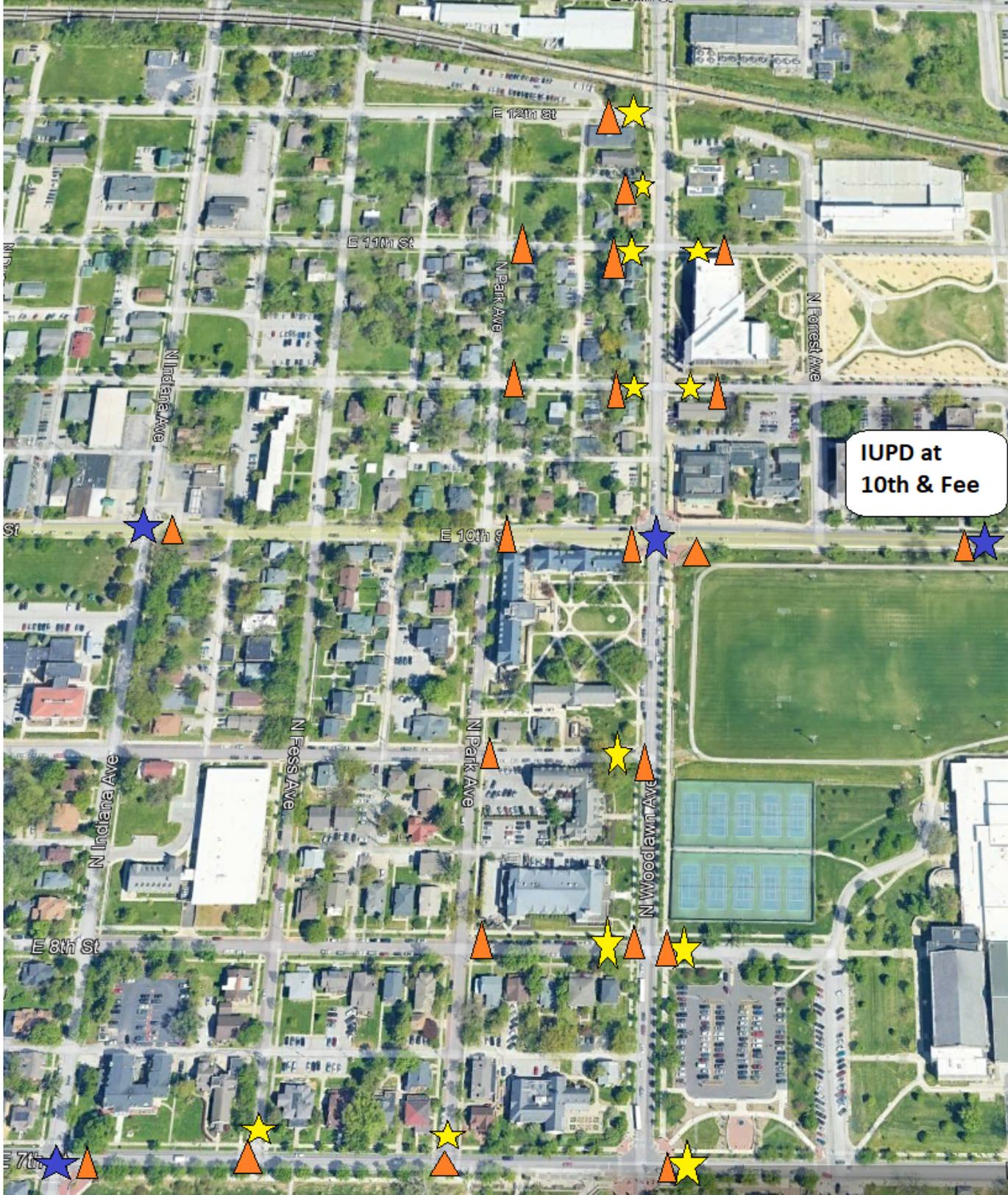
When did you notify businesses/residents impacted by the event?

Insurance

Do you agree to submit Certificate of Liability Insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate at least 2 weeks prior to your event or earlier? Yes



purple star = IUPD
yellow star = private security
orange triangle = barricade



purple star = IUPD
yellow star = private security
orange triangle = barricade

IUPD at
10th & Fee

City of Bloomington

PARADE PERMIT APPLICATION

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

Organization name and mailing address: IU Alumni Association

1000 E 17th Street _____

Contact person and phone number: Eryn Wisler 812-327-0074

Information regarding proposed parade:

Date: October 17, 2025

Time of commencement: 5:30 pm

Expected duration: 2 hrs

Proposed route of Parade - commencement point, route, ending point: Begin 17th & Woodlawn End 7th & Woodlawn

Expected number of participants: 75 entries, 1000 spectators

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

Cars with walkers, large walking groups such as ROTC, Marching Hundred, up to 30 floats

Traffic control shall be supplied by IUPD

At the following points on the parade route: All intersections

NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

IUPD

Confirmation received from Law Enforcement agency providing parade route traffic control: 6/10/25 (date).

Enrique

Signature of Person requesting Permit

Permit Granted

Permit Denied

M. Winkhoff
Chief of Police, Bloomington, Indiana

Date 8/4/25

Action taken by Police Department:

The permit is granted with the following conditions:

IUPD contacts Traffic control

The permit is denied

For the following reasons:



Board of Public Works Staff Report

Project/Event: Trades District Block Party
Petitioner/Representative: Maria Aarstad, Indiana University College and Community Collaboration Initiative
Staff Representative: Cassie Werne, Special Projects & Operations Manager
Date of Event: Friday, November 7, 2025
Date of Board Meeting: Tuesday, August 26, 2025

Report: Indiana University College and Community Collaboration Initiative is requesting a closure of Madison from 11th to 10th and Makers Way from Madison to Rogers on Friday, November 7, 2025 at 8am to Saturday, November 8, 2025 at 9am for the Trades District Block Party in partnership with the Dimension Mill, Forge, and Kiln.

The following plans are included in the application:

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC
WORKS RESOLUTION 2025-
065**

Trades District Block Party

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, Maria Aarstad (“Organizer”), with the Trades District Block Party, would like to close the Madison St. and Makers Way, as indicated on the attached Application form, from 8:00 a.m. on November 7, 2025 until 9:00 a.m. November 8, 2025 in order to hold a special event: Trades District Block Party; 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 Organizer and other event organizers may close the Madison St. between 10th and 11th St; and Maker’s Way between Rogers and Madison 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. Organizer and other 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. Organizer 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. Organizer and the other 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 November 8, 2025.
6. Organizer and the other 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 November 8, 2025.

7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during those hours of 4:00 p.m. until 7:00 p.m. on November 7, 2025.
8. Organizer and other 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. Organizer 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 Organizer agrees to submit to the City at least thirty (30) days prior to November 7, 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. Organizer, Trades District Block Party, 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. Maria Aarstad, organizer for the Trades District Block Party 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 26th DAY OF August, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-065 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Maria Aarstad, 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 #: SE2025-0027
Application Date: 7/30/2025

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

Maria Aarstad
3532 S Roxbury Cir
Bloomington IN 47401

Overview

Event Description Trades District Block Party 07 November 2025

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 8:00am 11/7/25

Start - Date and Time 5:00pm 11/7/25

End - Date and Time 8:00pm 11/7/25

Teardown - Date and Time 9:00am 11/8/25

Expected Number of Participants 300

Event Classification Non-Profit

Financial

Will you be charging admission? No

If yes, please describe admission including amount, who admission will benefit, etc.:

Will you be collecting donations? No

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)

Checked

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

Trades District streets (including metered parking spots).
Festival/booths/tables/etc. on Madison between 10th and 11th and
Maker Way between Rogers and Madison.

Street	To Street	From Street	Closing /Opening	Date
Madison	11th	10th	Closing	11/7/2025 8 AM
Maker Way	Madison	Rogers	Closing	11/7/2025 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.

Maria Aarstad 812-929-2551

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

Medical Emergencies

Preparedness:

- Staff will be trained to call 911 immediately in the event of a medical emergency.
- A basic first aid kit will be available at the main information table.
- The closest point for emergency vehicle access will be clearly marked in staff preparation materials and communicated to volunteers.
- Staff will be stationed throughout the event and instructed to communicate via group text if non-emergency help is needed.

Response:

- Designated staff will remain with the affected individual while another calls 911 and provides the exact location.
- A volunteer will be assigned to meet emergency responders at the nearest road barrier to guide them in.
- If necessary, the crowd will be cleared from the immediate area to allow access.

Severe Weather

Preparedness:

- Weather will be monitored using phone apps or NOAA alerts.
- The Mill (642 N Madison St) will serve as the designated shelter.
- Staff will be briefed on shelter procedures and communication protocol.

Response:

- If lightning is within 10 miles or a weather warning is issued, the event will be paused or canceled.
- Volunteers will announce shelter instructions and direct attendees to The Mill or their vehicles.
- Signage will be posted to indicate shelter location if there is risk of extreme weather.

Fire/Evacuation

Preparedness:

- At least one fire extinguisher will be available at a designated location in proximity of food trucks.
- Vendors will follow fire safety protocols.
- Entrances and exits will remain unobstructed.

Response:

- Staff will call 911 and alert others nearby.
- Attendees will be calmly directed away from danger.
- Staff will assist in evacuation.

Lost or Missing Persons

Preparedness:

- Signage will direct parents/guardians to a designated location if separated.
- Staff will be trained to assist calmly and effectively.

Response:

- Staff will search the event area and monitor exits.
- One team member will remain with the reporting party at the designated location.
- If not located within 30 minutes, 911 will be contacted.

Other

Power Outage:

- Staff will guide attendees to exits.

Suspicious Activity or Disruptive Behavior:

- Staff will call 911 and monitor from a safe distance.

Hazardous Materials/Spills:

- Staff will cordon off the area and call 911 if needed.

Have you arranged for security at your event?

No

If yes, who will be providing security?

We will arrange for an off-duty officer from BPD or IUPD to be present for duration of outdoor activities at cost.

Waste

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

Maria Aarstad 812-929-2551

Will you have food vendor(s)?

Yes

If yes, please name the food vendors:

TBD - local food trucks and/or catering from local restaurants.

Will you have alcohol vendor(s)?

Yes

If yes, please name the alcohol vendors:

Upland will obtain a festival permit to sell their own beer. We may also invite Oliver, Cardinal, or other local vendors to sell their own products under the terms of the festival permit. We will install 'no alcohol beyond this point at each intersection.

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

Primarily food waste and beverage containers

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

There are already multiple public trash and recycling containers available in the area.

What vendor will provide waste bins and collection service?

If additional waste collection is needed beyond the capacity of the infrastructure already available, IU staff will coordinate with Mill staff to collect and dispose in Mill's on-site dumpster.

Will you be providing portable toilets?

No

If yes, how many portable toilets?

If yes, what company is providing the portable toilets?

IU is partnering with the Mill to provide access to indoor restroom facilities.

Noise & Entertainment

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

Live Music

Checked

Recorded Music i.e. DJ, etc.

Checked

Loudspeaker

Checked

Other

Will the noise be amplified?

Yes

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

Still TBD. We will hire either local musicians or a DJ to provide music 4-7pm. We will submit application for rental of the Bloomington Parks and Recreation Mobile Stage and/or Equipment. If not available we will contract for service from Markey's or similar.

What will be the power source for equipment?

Power outlets are available on Madison. If not sufficient or additional power is needed we will rent a generator.

Describe any other electrical needs:

We want to ensure that OT 987 public art sculpture is set to run its light show that evening.

Have you notified businesses/residents impacted by your event?

No

Which businesses/residents have been notified?

Dimension Mill/Forge/Kiln staff are aware and involved in planning. Nearby residents and businesses will be notified when event is approved and as plans evolve.

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

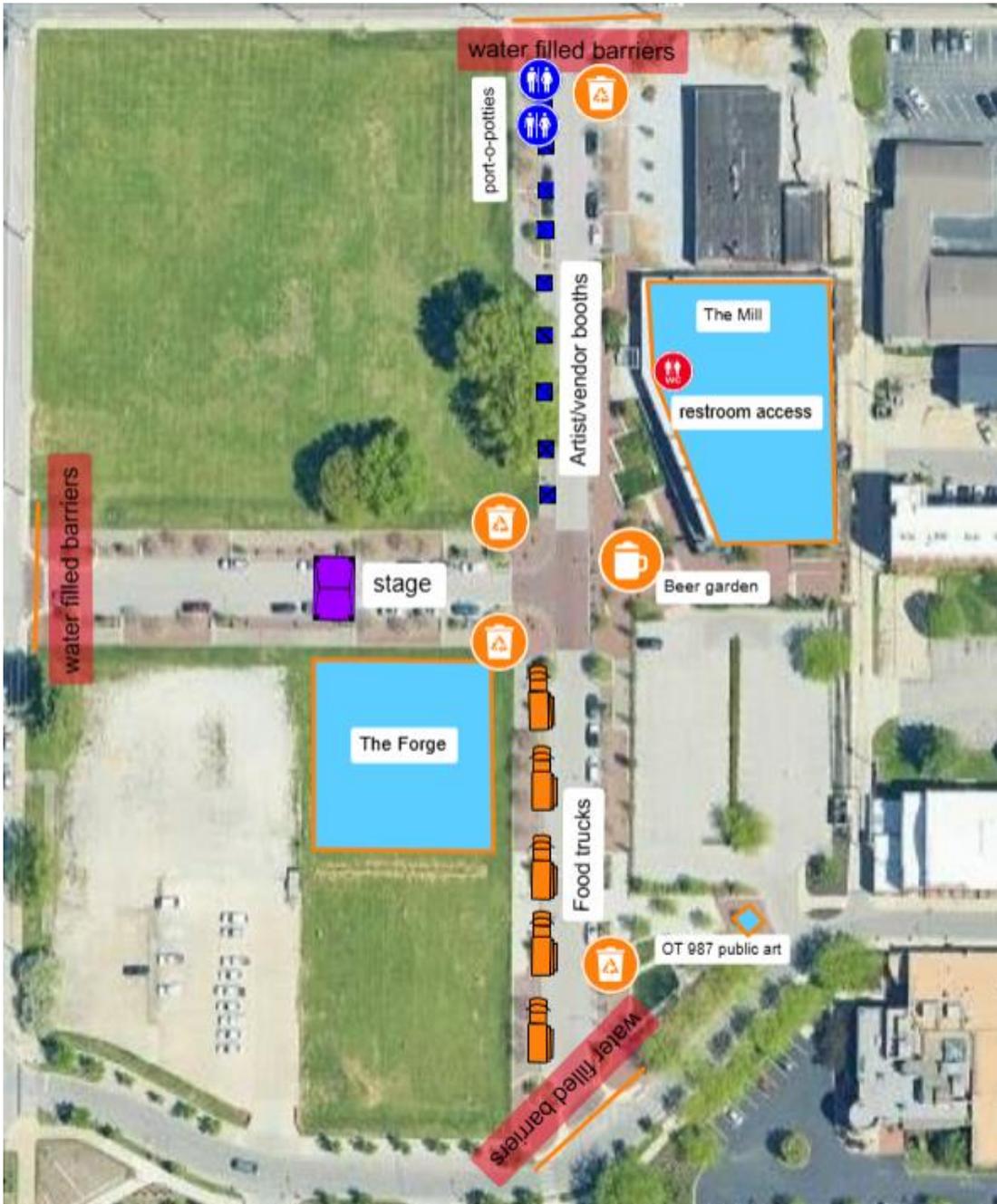
Insurance

Do you agree to submit Certificate of Liability Insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate at least 2 weeks prior to your event or earlier?

Yes

SITE PLAN

Below is a preliminary site plan identifying the event footprint and possible tent/table/vendor locations. Portable toilets supplement permanent restrooms within the Mill which will be accessible to the public by arrangement. Trash and recycling totes will be supplied by Republic in addition to existing permanent trash and recycling receptacles already on Madison. Type 3 barricades (supplied by IU) will be positioned outside of orange water-filled barricades supplied by the City.



MAINTENANCE OF TRAFFIC PLAN

Event Name: Trades District Block Party

Event Date & Time: Friday, November 7, 2025 | 4:00 PM – 7:00 PM

Event Location: Trades District (Madison and Maker Way)

Streets

- N Madison St from W 10th St to W 11th St
- Maker Way from N Rogers St to N Madison St

Closure Type: Full vehicular closure; pedestrian access maintained

Barricade and traffic control signs and locations

- **Orange water-filled barricades** will be placed at each closure point:
 - N Madison St @ 10th St
 - N Madison St @ 11th St
 - Maker Way @ Rogers St
- **Level 3 barricades** (supplied by IU) will be placed outside the water-filled barricades.
- **Road Closed** and **Event in Progress** signs will be posted at each closure point.
- **No alcohol beyond this point** A-frame sandwich board signs posted at road closure barricades and at entrance to alleyway behind the Mill (boundaries of festival permit)

Parking and Transit Coordination

- Nearby **Trades District Garage** will remain open and serve as the primary parking location for attendees.
- Event-specific shuttle service from IU campus may be used.

Communication Plan

- Maps and closure times will be published on event marketing materials, social media, and shared with nearby businesses and residents at least two weeks prior to the event.
- Event staff will use mobile phones for real-time coordination.

TIMELINE OF EVENT

Event Date: Friday, November 7, 2025

Public Event Time: 4:00 PM – 7:00 PM

Location: N Madison St (10th–11th) and Maker Way (Rogers–Madison)

	Time	Activity
THURSDAY	24 hours before event	No-parking signs placed on parking meters to reserve spaces
FRIDAY	9:00 AM	Level 3 barricades dropped at closure points
FRIDAY	9:00 AM	Orange barricades dropped at closure points
FRIDAY	9:00 AM	Stage setup
FRIDAY	10:00 – 3PM	Vendor setup: tents, tables, lighting, signage, sound, etc.
FRIDAY	2:00PM	All food trucks arrive before orange water barricades are filled.
FRIDAY	2:30PM-3:00PM	City fire fills orange barricades with water.
FRIDAY	3:00–3:45 PM	Final walkthrough and safety check; staff briefed and stationed. Security on duty
FRIDAY	4:00 PM	Event begins
FRIDAY	6:45 PM	Begin soft wind-down; final performances, announcements
FRIDAY	7:00 PM	Event ends; guests begin leaving
FRIDAY	7:00–8:00 PM	Orange barricades drained and level 3 barricades removed at Madison/10 th and Madison/11 th . Teardown of vendor booths, signage, and equipment
FRIDAY	8:00 PM	Security duty ends. Remove no-parking signs on Madison.
SATURDAY	9:00 AM	Mobile stage teardown

		Orange water barricades emptied and level 3 barricades removed after stage teardown. Remove no-parking signs on Maker Way.
--	--	--

Emergency Action Plan – Trades District Block Party

Event Date: Friday, November 7, 2025

Time: 4:00 PM – 7:00 PM

Estimated Attendance: 500+

Location: N Madison St (between 10th & 11th St) and Maker Way (between N Rogers & N Madison St)

1. Medical Emergencies

Preparedness:

- Staff will be trained to call 911 immediately in the event of a medical emergency.
- A basic first aid kit will be available at the main information table.
- The closest point for emergency vehicle access will be clearly marked in staff preparation materials and communicated to volunteers.
- Staff will be stationed throughout the event and instructed to communicate via group text if non-emergency help is needed.

Response:

- Designated staff will remain with the affected individual while another calls 911 and provides the exact location.
- A staff member will be assigned to meet emergency responders at the nearest road barrier to guide them in.
- If necessary, the crowd will be cleared from the immediate area to allow access.

2. Severe Weather

Preparedness:

- Weather will be monitored using phone apps or NOAA alerts.
- The Mill (642 N Madison St) will serve as the designated shelter.
- Staff will be briefed on shelter procedures and communication protocol.

Response:

- If lightning is within 10 miles or a weather warning is issued, the event will be paused or canceled.
- Volunteers will announce shelter instructions and direct attendees to The Mill or their vehicles.
- Signage will be posted to indicate shelter location if there is risk of extreme weather.

3. Fire / Evacuation

Preparedness:

- At least one fire extinguisher will be available at a designated location in proximity of food trucks.
- Vendors will follow fire safety protocols.
- Entrances and exits will remain unobstructed to pedestrians.

Response:

- Staff will call 911 and alert others nearby.
- Attendees will be calmly directed away from danger.
- Staff will assist in evacuation.

4. Lost or Missing Persons

Preparedness:

- Signage will direct parents/guardians to a designated location if separated.
- Staff will be trained to assist calmly and effectively.

Response:

- Staff will search the event area and monitor exits.
- One team member will remain with the reporting party at the designated location.
- If not located within 30 minutes, 911 will be contacted.

5. Other Emergency Situations

Power Outage:

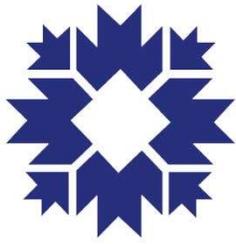
- Staff will guide attendees to exits.

Suspicious Activity or Disruptive Behavior:

- Staff will call 911 and monitor from a safe distance.

Hazardous Materials/Spills:

- Staff will cordon off the area and call 911 if needed.



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2025-063
Petitioner/Representative: Javier Ubaldo Vargas-Romero, Owner of Uno Mas Taco Truck LLC
Staff Representative: Susan Coates
Meeting Date: 08/26/2025

Uno Mas Taco Truck LLC, by its owner, Javier Ubaldo Vargas-Romero, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

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

This application is for 1 year.

Staff is supportive of the request.

RESOLUTION 2025-063
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
UNO MAS TACO TRUCK LLC

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, Uno Mas Taco Truck LLC (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, food truck or trailer for 1 year beginning 8/27/2025, and ending on 8/27/2026.

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

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

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

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

ADOPTED THIS THE 26th DAY OF AUGUST, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

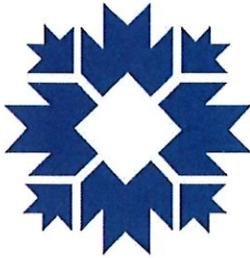
ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-063 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Signed by:

F8E07F6B0EA14C0...

Javier Ubaldo Vargas-Romero

Date: 8/12/2025



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Uno Mas Taco Truck LLC
License Type	Mobile Vendor License
Contact	Javier Ubaldo Vargas-Romero
Phone	812-272-9543
Email	unomastacotruck@gmail.com
BPW Resolution No (if applicable)	2025-063
Issue Date of License	8/27/2025
Expiration Date of License	8/27/2026
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	8/27/2026
Department Head	Jane Kupersmith
Record Destruction Date	8/27/2029
ESD Tracking No	N/A
Document Digital Filing Location	G: ESD Shared: >SMALL BUSINESS DEVELOPMENT > LICENSING > LICENSES > Mobile Vendor > Businesses



MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

Length of License: 1 Year - \$350

not paid yet.

2. Applicant Information

Name:	JAVIER U. VARGAS ROMERO		
Title/Position:	OWNER		
Date of Birth:	04/25/1972		
Address:	919 S ROLLING ROCK DR BLOOMINGTON IN 47403		
City, State, Zip:	BLOOMINGTON IN 47403		
E-Mail Address:	VNOMASTACOTRUCK@GMAIL.COM		
Phone Number:		Mobile Phone:	812-272-9543

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

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

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

4. Company Information

Name of Employer:	Uno Mas Taco Truck LLC				
Address of Employer:	219 S Rolling Rock Dr				
City, State, Zip:	Bloomington IN 47403				
Employment Start Date:	08/2020	End Date (if known):			
Phone Number:					
Website / Email:					
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
JAVIER U. VARGAS ROMERO	219 S Rolling Rock Dr
NUBIA S. GONZALEZ	" "

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

Date of incorporation or organization:	
State of incorporation or organization:	INDIANA
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:	7 AM TO 11:PM	
Place or places where you will conduct business (If private property, attach written permission from property owner):	PERMITTED ONLY IN AREAS DESIGNATED BY THE CITY	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

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

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

For City Of Bloomington Use Only

Date Received:	Received By: <i>Hoates</i>	Date Approved:	Approved By:
----------------	----------------------------	----------------	--------------

Received in ESD
AUG 12 2025



State Form 48099 (RS/7-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
13	17	01/04/25	05/16/20	53 - MONROE	R	25	VTE833	SP	11	24	N	SP	VTE833
EXPIRATION DATE		MUNICIPALITY		VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER		TYPE		COLOR		
01/31/26		BLOOMINGTON		08	TOY	TUN	5TB8V54118S498172		4W		BLK/		
CURRENT YEAR TAX	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
30.00	0.00	0.00	0.00	30.00	25.00	0.00	45.35	0.00	100.35				
PRIOR YEAR TAX	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

REGISTRATION LICENSE TYPE
IN GOD WE TRUST NEW FORMAT HIGH DIGIT TRUCK 11,000

Legal Address
919 S ROLLING ROCK DR
BLOOMINGTON IN 47403-2120



JAVIER UBALDO VARGAS-ROMERO LL
919 S ROLLING ROCK DR
BLOOMINGTON IN 47403-2120

000.00,000



State Form 48099 (RS/7-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
0	2	01/04/25	05/20/19	53 - MONROE	R	25	TR122YXC	GP	9	24	N	GP	TR122YXC
EXPIRATION DATE		MUNICIPALITY		VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER		TYPE		COLOR		
01/31/26		BLOOMINGTON		19	EAG		7FWBE2027K1008064		TR		BLK/		
CURRENT YEAR TAX	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
8.00	0.00	0.00	0.00	8.00	40.00	0.00	25.35	0.00	73.35				
PRIOR YEAR TAX	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

REGISTRATION LICENSE TYPE
GENERAL TRAILER NEW FORMAT 9,000

Legal Address
919 S ROLLING ROCK DR
BLOOMINGTON IN 47403-2120



JAVIER UBALDO VARGAS-ROMERO LL
919 S ROLLING ROCK DR
BLOOMINGTON IN 47403-2120

000.00,000



INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line.
5. Next, lift up corner of decal where card is creased.
6. Decal is fragile peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.

PEEL HERE

INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line.
5. Next, lift up corner of decal where card is creased.
6. Decal is fragile peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.

PEEL HERE



STATE OF INDIANA

Mike Braun, Governor

BUREAU OF MOTOR VEHICLES
100 North Senate Avenue
Indianapolis, Indiana 46204
Telephone: (888) 692-6841

Kevin M. Garvey, Commissioner

Indiana Official Driver Record

As of 08/06/2025 9:38 am

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

JAVIER UBALDO VARGAS ROMERO
919 S ROLLING ROCK DR
BLOOMINGTON, IN 47403-2120

License number: 9371-72-3408
License type: DRIVERS
License expires: 05/01/2030
License status: VALID
SR22: Not needed

Birth date: 04/25/1972 Gender: MALE Current points: 0
Social Security #:

Physical Description: Height: 5'6" Weight: 185lbs Hair color: BLACK Eye color: BROWN Donor: T

Endorsements: None

Pending Endorsements: None

Restrictions: TEMPORARY

Pending Restrictions: None

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Driver number: 9371-72-3408 JAVIER UBALDO VARGAS ROMERO

DOB: 04/25/1972

Convictions -- (* indicates active points)

No Convictions were found.

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
1	07/01/2025	919 S ROLLING ROCK DR	BLOOMINGTON	IN	47403-2120

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
1	07/01/2025	919 S ROLLING ROCK DR	BLOOMINGTON	IN	47403-2120

Credential Issuance

Interim Credential Issue Date: 7/8/2025, Expiration Date: 8/7/2025, Reason: NEW ISSUE DL, IN-STATE, Control #: 26459555

Issue Date: 07/08/2025, Issue Drivers: DRIVERS, Endorsements: None, Restrictions: 9, Expiration Date: 05/01/2030

Remarks

No Remarks were found.

* End of Driver Record *

CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION AMK LLC
 INSPECTOR'S NAME MARTIN MORENO INSPECTOR'S PHONE # 812-606-4649
 DATE OF INSPECTION 08/05/2025
 NAME OF VENDOR JAVIER V. VARGAS-ROMERO
 VEHICLE YEAR 2019 MAKE EAGLE MODEL TRAILER
 VIN 7FWBE2027K1008064

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

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

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

Additional Comments by Inspector: _____

CITY OF BLOOMINGTON INDIANA

Inspector Signature Martin Moreno

Date: 08/05/2025

**Attach this completed Inspection Sheet with your permit or renewal application
and remit to:
City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419**

Commercial General Liability Declarations

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

Declaration effective from:	<input type="text" value="July 23, 2025"/>	
Policy No.:	<input type="text" value="P100.412.853.6"/>	
Renewal of:	<input type="text" value="P100.412.853.5"/>	
Named Insured:	<input type="text" value="Uno Mas Taco Truck LLC"/>	
Address:	<input type="text" value="919 S Rolling Rock Dr
Bloomington, IN 47403"/>	
Email Address:	<input type="text" value="jvargas1425@gmail.com"/>	
Policy period:	From: <input type="text" value="July 23, 2025"/>	To: <input type="text" value="July 23, 2026"/>

At 12:01 A.M. (Standard Time) at the address shown above.

Form of Business:	<input type="text" value="Limited Liability Company"/>
Each Occurrence Limit:	<input type="text" value="\$1,000,000"/>
Damage to Premises Rented to You Limit:	<input type="text" value="\$100,000 Any one premises"/>
Medical Expense Limit:	<input type="text" value="\$5,000 Any one person"/>
Personal & Advertising Injury Limit:	<input type="text" value="\$1,000,000 Any one person or organization"/>
General Aggregate Limit:	<input type="text" value="\$2,000,000"/>
Products/Completed Operations Aggregate Limit:	<input type="text" value="\$2,000,000"/>
Supplemental Business Personal Property Floater Coverage Limit:	<input type="text" value="\$15,000"/>
Supplemental Business Personal Property Floater Coverage Deductible:	<input type="text" value="\$500"/>

All Premises You Own, Rent or Occupy

Premises Number:	<input type="text" value="1"/>
Address:	<input type="text" value="2361 W rappel ave
bloomington, IN 47404"/>
Premises Number:	<input type="text" value="2"/>
Address:	<input type="text" value="919 S Rolling Rock Dr
Bloomington, IN 47403"/>
Total Premium:	<input type="text" value="2,183.00"/>
Attachments:	<input type="text" value="See attached Forms and Endorsements Schedule."/>

Commercial General Liability Declarations

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

Declaration effective from:	July 23, 2025	
Policy No.:	P100.412.853.6	
Renewal of:	P100.412.853.5	
Named Insured:	Uno Mas Taco Truck LLC	
Address:	919 S Rolling Rock Dr Bloomington, IN 47403	
Email Address:	jvargas1425@gmail.com	

Policy period:	From: July 23, 2025	To: July 23, 2026
----------------	---------------------	-------------------

At 12:01 A.M. (Standard Time) at the address shown above.

Form of Business:	Limited Liability Company
Each Occurrence Limit:	\$1,000,000
Damage to Premises Rented to You Limit:	\$100,000 Any one premises
Medical Expense Limit:	\$5,000 Any one person
Personal & Advertising Injury Limit:	\$1,000,000 Any one person or organization
General Aggregate Limit:	\$2,000,000
Products/Completed Operations Aggregate Limit:	\$2,000,000
Supplemental Business Personal Property Floater Coverage Limit:	\$15,000
Supplemental Business Personal Property Floater Coverage Deductible:	\$500

All Premises You Own, Rent or Occupy

Premises Number:	1
Address:	2361 W rappel ave bloomington, IN 47404
Premises Number:	2
Address:	919 S Rolling Rock Dr Bloomington, IN 47403

Total Premium:	2,183.00
----------------	----------

Attachments:	See attached Forms and Endorsements Schedule.
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HISCOX INSURANCE COMPANY INC. (A Stock Company)
30 North LaSalle Street, Suite 1760, Chicago, IL 60602

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

President

Secretary

Authorized Representative

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

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

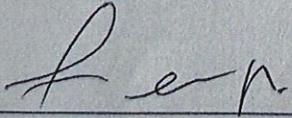
RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

JAVIER V VARGAS - POMERO
Name, Printed


Signature

08/06/2025
Date Release Signed



STATE OF INDIANA

Mike Braun, Governor

Kevin M. Garvey, Commissioner
Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, Indiana 46204

Certification of Driver's Record

For: JAVIER UBALDO VARGAS ROMERO
DOB: 04/25/1972
STATUS: VALID as of 08/06/2025
NUMBER of DOCUMENTS: 1

I, Rebekah Erwin, Director of Driver Records of the Indiana Bureau of Motor Vehicles and custodian of its records, hereby attest that the attached is a true and complete copy of the record, as requested, and as it appears in the files of the Indiana Bureau of Motor Vehicles.

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 6th of August, 2025.

Rebekah Erwin, Director of Driver Records



** NOTE:

JAVIER U
919 S RO
BLOOMIN

Birth date:

Physical I

Endorse

Pending

Restricti

Pending

Suspens

N

Pending

N

Disqualif

N

Pending

I

Out of

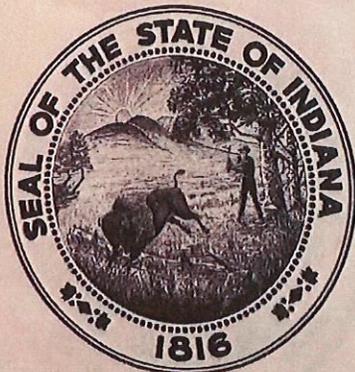
I

Contir

State of Indiana
Office of the Secretary of State
Certificate of Organization
of
UNO MAS TACO TRUCK LLC

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Organization of the above Domestic Limited Liability Company have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, July 06, 2020.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 07, 2020.

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

202007061403578 / 8647081

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



Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 023555224
Aug. 13, 2020 LTR 147C 0
36-4963255 000000 00

00001551
BODC: SB

UND MAS TACO TRUCK LLC
JAVIER U VARGAS ROMERO MBR
919 S ROLLING ROCK DR
BLOOMINGTON IN 47403-2120



012722

Employer identification number: 36-4963255

Dear Taxpayer:

Thank you for your inquiry of June 26, 2020.

Your employer identification number (EIN) is 36-4963255. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

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

If you have questions, you can call 800-829-4933.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

John Hamilton

Mayor

**ECONOMIC CITY OF BLOOMINGTON & SUSTAINABLE
DEVELOPMENT**

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

DEPARTMENT OF

& SUSTAINABLE

p. 812.349.3418
f. 812.349.3520

Prohibited Location Agreement

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

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

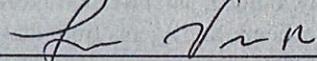
- No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- No mobile food vendor unit shall operate within fifty feet of any facade of a ground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

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

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

Vendor:

Name: JAVIER U. VARGAS-RODRIGO

Signature: 

Date: 08/06/2025

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

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

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: JAVIER U. VARGAS - ROMERO

Signature: 

Date: 08/06/2025



Bloomington Fire Department

PO Box 100
Bloomington IN 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Temporary Food Vendor

Fire Permit

Permit Number	Effective Date Range	Expiration Date
BFD-2025-0000083	08/07/2025 - 08/07/2026	08/07/2026

Business Name
Uno Mas Taco Truck

Billing Address
2361 W RAPPEL AVE UNO MAS TACO TRUCK,
BLOOMINGTON, IN, 47404

This permit is to certify that the named establishment has met the minimum standards of the Indiana Fire Code at the time of inspection. This is a **Fire Permit only** and does not indicate approval from any other agency or authority. Inspection and approval from the **State Health Department** is required and the final permit will be issued by the **City of Bloomington Economic and Sustainable Department**.

Permit Contact

Jarvier Vargas
Business Owner

--

Unomastacotruck@gmail.com

Permit Signatures

Inspector Permit Signature

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

Yutmeyer, Jeff

Deputy Fire Marshal

812-360-3507

Jeff.yutmeyer@bloomington.in.gov



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Mobil Food Vendor

Current Date	Inspected by	Inspection Number	Completed at
08/07/2025	Yutmeyer, Jeff	BFD-2025-0004361	08/07/2025 10:12:52

Business Name	Address	City	State	Zip
Uno Mas Taco Truck	2361 W RAPPEL AVE	BLOOMINGTON	IN	47404
	Suite	Uno Mas Taco Truck		

Fire Inspection Results

General:

ITEM: Hood Required ?

RESULT: Yes

CODE: IMC - 507.2.1 - Type I Hoods - Type I hoods shall be installed where cooking appliances produce grease or smoke as a result of the cooking process. Type I hoods shall be installed over medium-duty, heavy-duty and extra-heavy-duty cooking appliances. Type I hoods shall be installed over light-duty cooking appliances that produce grease or smoke. Exceptions: 1. A Type I hood shall not be required for an cooking appliance where an testing agency provides documentation that the appliance effluent contains 5 mg/m³ or less of grease when tested at an exhaust flow rate of 500 cfm (0.236 m³/s) in accordance with Section 17 of UL 710B. 2. Conveyor type pizza ovens not used to cook "raw fatty proteins" such as bone-in, skin-on chicken, raw hamburger, raw bacon, raw sausage, raw steaks, and similar items.

✓ Pass

ITEM: Hood serviced

CODE: Indiana Fire Code - 904.11.6.2 - Extinguishing system service. - Automatic fire-extinguishing systems shall be serviced at least every six months and after activation of the system. Inspection shall

be by qualified individuals, and a certificate of inspection shall be forwarded to the fire code official upon completion.

✓ Pass

ITEM: Hood Clean

✓ Pass

ITEM: Electrical

CODE: IMC - 507.2.1 - Type I Hoods - Type I hoods shall be installed where cooking appliances produce grease or smoke as a result of the cooking process. Type I hoods shall be installed over medium-duty, heavy-duty and extra-heavy-duty cooking appliances. Type I hoods shall be installed over light-duty cooking appliances that produce grease or smoke. Exceptions: 1. A Type I hood shall not be required for an cooking appliance where an testing agency provides documentation that the appliance effluent contains 5 mg/m³ or less of grease when tested at an exhaust flow rate of 500 cfm (0.236 m³/s) in accordance with Section 17 of UL 710B. 2. Conveyor type pizza ovens not used to cook "raw fatty proteins" such as bone-in, skin-on chicken, raw hamburger, raw bacon, raw sausage, raw steaks, and similar items.

ITEM: Any additional comments?

RESULT: No

Education:

ITEM: Number of contacts

RESULT: 1

Inspection Signatures

Occupancy Contact Signature



Jarvier Vargas
Business Owner

Inspector Signature



Yutmeyer, Jeff
Deputy Fire Marshal

Unomastacotruck@gmail.com

812-360-3507
Jeff.yutmeyer@bloomington.in.gov



OPEN

Uno Más

TACO TRUCK



REGISTERED RETAIL MERCHANT CERTIFICATE

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

UNO MAS TACO TRUCK
2361 W RAPPEL AVE
BLOOMINGTON IN 47404-1769

FEIN 36-4963255
LOC ID 0170390047-001
ISSUED July 02, 2024
EXPIRES July 31, 2026

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

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



UNO MAS TACO TRUCK LLC
919 S ROLLING ROCK DR
BLOOMINGTON IN 47403-2120

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

(Cut or Fold Here)

MOBILE VENDOR LICENSE

UNO MAS TACO TRUCK LLC
 919 S. ROLLING ROCK DR
 BLOOMINGTON, IN 47403

is hereby licensed for the following dates
 8/14/2024 through 8/14/2025

Said licensee shall conform in all respects to the requirements
 of the Ordinance of said City of Bloomington

Issued: 8/14/2024 Date
 License Number: 2024-046



Mobile Food Establishment License Monroe County Health Department

This is to certify that:
Uno Mas Taco Truck
 Javier Vargas
 2361 W Rappel Avenue
 Bloomington, IN 47404

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

Issued: 1/23/2025
 By: *Shelley Stewart*
 Monroe County Health Officer

2025

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



REGISTERED RETAIL MERCHANT CERTIFICATE

UNO MAS TACO TRUCK
 2361 W RAPPEL AVE
 BLOOMINGTON, IN 47404-1769

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

FEIN: 36-4963255
 LOC ID: 0170390047-001
 ISSUED: July 02, 2024
 EXPIRES: July 31, 2026

UNO MAS TACO TRUCK LLC
 919 S ROLLING ROCK DR
 BLOOMINGTON, IN 47403-2120



THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON, IS VOID IF ALTERED.

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

Shelley Stewart
 COMMISSIONER

ServSafe® CERTIFICATION ANA STREMMING

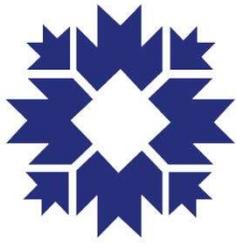
For successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is conducted by the American National Standards Institute (ANSI)-Certification for Food Protection (CFP).

CERTIFICATION NUMBER: 10791
 EXAM FORM NUMBER: 8/6/2028
 DATE OF EXAMINATION: 8/6/2023
 DATE OF EXPIRATION: 8/6/2028



Created with guidance at 2023, 14, Webster Drive, Suite 2000, Chicago, IL 60608-2088 or ServSafe.com





**CITY OF
BLOOMINGTON**
ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2025-067
Petitioner/Representative: Arron Wever, Owner of Wevers Smoke Eaters BBQ LLC
Staff Representative: Susan Coates
Meeting Date: 08/26/2025

Wevers Smoke Eaters BBQ LLC, by its owner, Arron Wever, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

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

This application is for 1 year.

Staff is supportive of the request.

RESOLUTION 2025-067
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
WEVERS SMOKE EATERS BBQ LLC

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, Wevers Smoke Eaters BBQ LLC (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, food truck or trailer for 1 year beginning 8/27/2025, and ending on 8/27/2026.

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

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

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

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

ADOPTED THIS THE 26th DAY OF AUGUST, 2025.

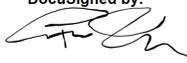
BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

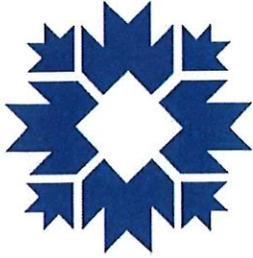
ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-067 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

DocuSigned by:

F5456D30059E410...

Arron Wever

Date: 8/12/2025

RESOLUTION 2025-067



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Wevers Smoke Eaters BBQ LLC
License Type	Mobile Vendor License
Contact	Arron Wever
Phone	812-360-7328 812-876-7742
Email	wev726@yahoo.com
BPW Resolution No (if applicable)	2025-067
Issue Date of License	8/27/2025
Expiration Date of License	8/27/2026
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	8/27/2026
Department Head	Jane Kupersmith
Record Destruction Date	8/27/2029
ESD Tracking No	N/A
Document Digital Filing Location	G: ESD Shared: >SMALL BUSINESS DEVELOPMENT > LICENSING > LICENSES > Mobile Vendor > Businesses



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

Length of License: 12 months #350 pd 8/2/25 via CC.

2. Applicant Information

Name:	Arron Wever		
Title/Position:	Owner		
Date of Birth:	2-3-71		
Address:	313 Depot St		
City, State, Zip:	Ellettsville, IN 47429		
E-Mail Address:	wev726@yahoo.com		
Phone Number:	812-360-7328	Mobile Phone:	

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

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

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

4. Company Information

Name of Employer:	Wever's Smoke Eaters BBQ				
Address of Employer:	313 Depot St				
City, State, Zip:	Ellettsville IN 47429				
Employment Start Date:			End Date (If known):		
Phone Number:	812-360-7328				
Website / Email:	wev726@yahoo.com				
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
Arron Wever	313 Depot St Ellettsville 47429

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

Date of incorporation or organization:	11-15-2013
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:	10-9	
Place or places where you will conduct business (If private property, attach written permission from property owner):	Food Truck Friday Switch yard Park	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

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

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

For City Of Bloomington Use Only

Date Received:	Received By: <i>Coates</i>	Date Approved:	Approved By:
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Received in ESD
AUG 12 2025



State Form 48099 (RS/7-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	N	GT	TYPE	PRIOR YR PL
15	32	11/22/24	06/20/16	53 - MONROE	R	24	TK916NAU	GT	11	23					TK916NAU
EXPIRATION DATE		MUNICIPALITY		VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER		STATE REG FEE		ADMIN FEE		TYPE		COLOR
12/07/25		ELLETTSVILLE		92	INT	AUT	1HTSDPM9NH435175		45.35		0.00		AM		BLK/
CURRENT YEAR TAX	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL		TOTAL		TOTAL		TOTAL
42.00	42.00	0.00	0.00	42.00	25.00	0.00	45.35	0.00	112.35		112.35		112.35		112.35
PRIOR YEAR TAX	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL		TOTAL		TOTAL		TOTAL
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		0.00		0.00

REGISTRATION LICENSE TYPE
TRUCK 11,000 GENERAL TRUCK NEW FORMAT

Legal Address
314 DEPOT ROAD
ELLETTSVILLE IN 47429

ROY MILBURN & CONNIE M WEVER

314 DEPOT ROAD

ELLETTSVILLE IN 47429

0505



000.00.000

INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line.
5. Next, lift up corner of decal where card is creased.
6. Decal is fragile; peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.

PEEL HERE



- myBMV Home
- Plates And Registrations
- Vehicle Titles
- Licenses And ID Cards
- Driver Records
- Suspension & Reinstatement
- my Information
- Driver Training

Sign Out

my Driver Records

- [View Your Driver Record](#)
- [Official Driver Record](#)
- [Pay Reinstatement Fees Online](#)
- [Renew Your License, Permit or ID Card](#)
- [Add MotorCycle Endorsement](#)
- [View Your Recent Driver Notices](#)
- [Track Your Recent Renewals](#)
- [Replace Your License, Permit or ID Card](#)
- [Surrender Driving Credential to Obtain ID Card](#)
- [Schedule Driving Test](#)
- [Your Renewal Date](#)
- [CDL Self-Certify Driver Type](#)
- [Proceed to Checkout](#)

my Driver Records

Welcome, ARRON B WEVER!

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

License type: DRIVERS W/ MC

As of 06/30/2025 10:36 am
IINT

License status: VALID

SR22: Not needed

Current points: 0

Endorsements: 2, L

Pending Endorsements: None

Restrictions: B

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
03/07/2005	0	SEAT BELT VIOLATION	02/15/2005	MONROE CIRCUIT #4 / 53C040502IF01861			No	No
05/30/2002	0	SEAT BELT VIOLATION	05/19/2002	MONROE CIRCUIT #5 / 53C050205IF06483			No	No
07/24/1989	2	SPEEDING 60/55	06/12/1989	MONROE SUPERIOR #4 TRAFFIC / 53D048906IF4866			No	No

Mailing Addresses

No Mailing Addresses were found.



Legal Addresses

No Legal Addresses were found.

Credential Issuance

Interim Credential Issue Date: 1/11/2022, Expiration Date: 2/10/2022, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 19510820

Issue Date: 01/11/2022, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: 2L, Restrictions: B, Expiration Date: 02/03/2028

Interim Credential Issue Date: 1/27/2016, Expiration Date: 2/26/2016, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 8414003

Issue Date: 01/27/2016, Renew License, CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 01/11/2022

Interim Credential Issue Date: 1/20/2012, Expiration Date: 2/19/2012, Reason: RENEWAL DL W/ CARD, IN-STATE, Control #: 2268046

Issue Date: 01/20/2012, Renew License, PUBLIC PASSENGER CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 01/27/2016

Issue Date: 01/11/2008, Renew License, PUBLIC PASSENGER CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/03/2012

Issue Date: 04/06/2005, Renew License, PUBLIC PASSENGER CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/03/2008

Issue Date: 02/06/2003, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/03/2007

Issue Date: 02/15/1999, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/03/2003

Issue Date: 02/27/1995, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/28/1999

Remarks

No Remarks were found.

* End of Driver Record *

How to Read an Indiana Bureau of Motor Vehicles (BMV) Official Driver Record

(This legend applies to driver records printed on or after 06/30/2016.)

Personal Information

- * First, middle, last name, suffix (if included)
- * Street address
- Note: If the driver's address has changed and, therefore, is different than the address listed in the records of the BMV, Indiana law requires the driver to update their address with the BMV.
- * Birth date & Gender

Driver's License Information

- * License Number - unique BMV identification number for each resident with a BMV driver file - (this information is provided only if requestor is authorized to receive)
- * License Type - type of base license last issued; "Unlicensed" denotes the individual is an Indiana resident, but has not had a driver's license issued in Indiana
- * License expires - end date of the license validity period
- * License status - current status of the license or identification; see license status descriptions below. Note: Your current license status is available at www.myBMV.com or by calling (888) 692-6841
- * SR22 Requirement: Date until which the driver must maintain SR22 insurance.
- * Forbearance: Date until which the driver must remain forbearance eligible in order to have reinstatement fees waived.
- * Current Points - Total of individual's points on record; violation points determined by Points Study Committee and adopted into Indiana Administrative Code

CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Ill Health Service Garage
 INSPECTOR'S NAME Cary Decker INSPECTOR'S PHONE # 812-876-3252
 DATE OF INSPECTION 7-25-24
 TAXICAB COMPANY _____
 VEHICLE YEAR 1992 MAKE INT MODEL AWT
 VIN 1HTSDPNM9NH435175

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

Attach this completed Inspection Sheet with your permit or renewal application
 and remit to:
 City of Bloomington
 Department of Economic and Sustainable Development
 401 N. Morton St.
 Bloomington, Indiana 47404
 812-349-3419



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2025

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

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

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: Tammy Carson PHONE (A/C No, Ext): 812-353-6493 E-MAIL ADDRESS: tcarson@acrisure.com	FAX (A/C, No): 812-332-3646
	INSURER(S) AFFORDING COVERAGE	
INSURED Wever's Smoke Eaters BBQ LLC 313 W Depot Road Ellettsville IN 47429-1625	INSURER A : Auto-Owners Insurance Company NAIC # 18988	
	INSURER B : Hartford Insurance Company (USE ONLY FOR) NAIC # 914	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1205015835** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			09481746	7/26/2024	7/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5348177600	7/26/2024	7/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			36WECIB4167	9/2/2024	9/2/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Bloomington is listed as Additional Insured on General Liability.

CERTIFICATE HOLDER City of Bloomington 401 N Morton St Bloomington IN 47402	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Arron Wever
Name, Printed


Signature

8-11-25
Date Release Signed

**INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
CORPORATIONS CERTIFIED COPIES**

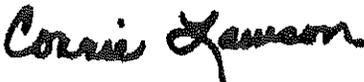
INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
302 West Washington Street, Room E018
Indianapolis, IN 46204

<http://www.sos.in.gov>

November 25, 2013

Company Requested: WEVERS SMOKE EATERS BBQ LLC
Control Number: 2012100200254

Date	Transaction	# Pages
11/15/2013	Articles of Amendment	2

	<p>State of Indiana Office of the Secretary of State</p> <p>I hereby certify that this is a true and complete copy of this 2 page document filed in this office.</p> <p>Dated: November 25, 2013 Certification Number: 2013112569405</p>
	
<p>Connie Lawson Secretary of State</p>	

Date of this notice: 10-02-2012

Employer Identification Number:
46-1100942

Form: SS-4

Number of this notice: CP 575 G

SMOKE EATERS
ARRON WEVER SOLE MBR
313 W DEPOT ST
ELLETTTSVILLE, IN 47429

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-1100942. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

IMPORTANT REMINDERS:

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

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

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

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

Prohibited Location Agreement

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

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

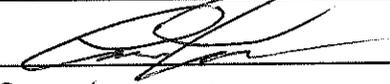
- No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- No mobile food vendor unit shall operate within fifty feet of any facade of a ground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

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

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

Vendor:

Name: Arron Weaver

Signature: 

Date: 8-11-25

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

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

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: Arron Wever

Signature: 

Date: 8-11-25

Mobile Food Establishment License Monroe County Health Department

This is to certify that:

Wevers Smoke Eaters BBQ

Arron Wever

313 Depot Street

Ellettsville, IN 47429

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



Issued:

2/26/2025

By *Sarah Rytterband MD*
Monroe County Health Officer

2025

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

Retail Food Establishment License Monroe County Health Department

This is to certify that:

Wevers Smoke Eaters BBQ Commissary

Arron Wever

313 Depot Street

Ellettsville, IN 47429

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



Issued:

2/26/2025

By *Sarah Rytterband MD*
Monroe County Health Officer

2025

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



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Street Division

Staff Representative: Cheyenne Bowlen

Meeting Date: August 26, 2025

The following existing street light locations will be converted from older, legacy sodium vapor street lights to modern and efficient Light Emitting Diode (LED) technologies as part of the Department of Public Works (DPW) LED Light Conversion Program.

The streetlights will consist of LED full cut off roadway style fixtures mounted on existing poles. These lights will be leased through Duke Energy with the City paying for ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the costs associated with street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W 10th St between N Adams St to W Cottage Grove Ave**
Fixture: Two (2) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$13.18
2. Location: **W 8th St between N Spring St to N Waldron St**
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36
3. Location: **W 7th St between N Ritter St to N Rogers St**
Fixture: Seven (7) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$46.13
4. Location: **W 4th St between S Elm St to S College Ave**
Fixture: Thirteen (13) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$89.07
4. Location: **W Kirkwood Ave between N Adams St and N Rogers St** Fixture:
Ten (10) 50W LED Roadway fixtures mounted on existing poles Estimated
Monthly Charge: \$93.94
5. Location: **W 2nd Street between S Adams Street to S Rogers Street** Fixture:
Eleven (11) LED Roadway fixtures mounted on existing poles Estimated
Monthly Charge: \$96.88



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: August 26, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at W 2nd Street between S Adams Street and S Rogers Street

Contract Recipient/Vendor Name:	Duke Energy
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Cheyenne Bowlen
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	2047
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-668
Due Date For Signature:	August 26, 2025
Expiration Date of Contract:	2036
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$96.88
Funding Source:	2202-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Cheyenne Bowlen

Summary of Contract:

Location: W 2nd Street between S Adams Street to S Rogers Street
Fixture: Eleven (11) LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: Ongoing monthly charges of \$96.88

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$96.88 MO

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.

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

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

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

Cheyenne Bowlen

Asset Clerk

Street Division

Print/Type Name

Print/Type Title

Department



INDIANA LIGHTING SERVICE AGREEMENT

Customer Information:
ARD&SYC,WIND,CP CDRWD, SHER OAKS
cheyenne.bowlen@bloomington.in.gov

Project Information:
CITY OF BLOOMINGTON
BLOOMINGTON Indiana 47401-2433

Account Number:
9101 2294 9536

Installation Number:
7009600908

Work Order Number:
56802648

Duke Energy Representative Contact Info:
Zach Martin

This Lighting Service Agreement is hereby entered into this 14th day of February., 2025, between Duke Energy (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

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

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

Customer Print Name _____ Date Signed _____

Customer Signature _____ Date Signed _____

Duke Energy Representative Jordan Anderson Date Signed 3/20/2025



Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	\$96.88	\$0.00	\$0.00	\$11,625.60	\$96.88

Monthly Base Charges								
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total	
I	1	Light Fixture Roadway LED 70W Gray Type III 3000K	\$3.43	\$2.31	\$1.71	\$7.45	\$7.45	
I	1	Light Fixture Roadway LED 50W Gray Type III 3000K	\$3.06	\$2.31	\$1.22	\$6.59	\$6.59	
I	2	Light Fixture Roadway LED 150W Gray Type III 3000K	\$4.02	\$2.31	\$3.66	\$9.99	\$19.98	
I	7	Light Fixture Roadway LED 110W Gray Type III 3000K	\$3.98	\$2.31	\$2.69	\$8.98	\$62.86	
R	3	Light Fixture Cobra Drop Lens High Pressure Sodium 400W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
R	6	Light Fixture Cobra Drop Lens High Pressure Sodium 200W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
R	2	Light Fixture Cobra Drop Lens High Pressure Sodium 100W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Subtotals:	\$0	\$0	\$0			
		Estimated Monthly Charge						\$96.88

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



OUTDOOR LIGHTING LED SERVICE AGREEMENT

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

See Section I for lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts listed.

IN WITNESS WHEREOF, Company and Customer (each individually a "Party" or collectively the "Parties") hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Outdoor Lighting LED Service Agreement ("Agreement") is made and entered into by Duke Energy Indiana, LLC an Indiana limited liability corporation (hereafter, "Company"). Company is a subsidiary of Duke Energy Corporation. Neither Duke Energy Corporation nor any of its other subsidiaries and/or affiliated companies are parties to this Agreement.

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment ("Equipment") to provide, operate and maintain the System. In Company's sole discretion, the cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement.
- 1.2 Costs quoted excludes Commission approved tariff riders and sales tax.

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

<p>**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE</p> <p>Impact Watts = the energy used by the lamp watts plus ballast watts.</p>	
<p>a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.</p> <p>b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).</p>	<p>c. Annual kWh divided by twelve (12) months equals monthly kWh.</p> <p>d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.</p>

LIGHTING LAYOUT DESIGN DISCLAIMER

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

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are either the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the Company and the Customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. In Company's sole discretion, there may be assessed a monthly estimated energy usage based on either i) luminaire impact wattage and lamp source equally over twelve months (See Section I - A, above); ii) metered using actual energy usage plus a monthly meter charge; or iii) based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

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

SECTION IV. – SYSTEM MAINTENANCE

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

SECTION V. – PAYMENT

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

SECTION VI. – TERM OF AGREEMENT

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

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions governing the System are set forth in Exhibit "B" and incorporated herein by reference and made a part of this Agreement.
- 7.2 Supplementary Terms and Conditions governing certain NonResidential Smart Saver Program rebates and incentives (which Company makes available to certain Customers and which may be supplementary to the provision of the System) are set forth in Exhibit "C" and incorporated herein by reference and made a part of this Agreement.
- 7.3 This Agreement constitutes the final written expression between the Parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. Nothing herein shall preclude either Party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.4 This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the work is rendered without regard to its conflict of laws provisions.

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement, for any reason whatsoever, shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other work by Company.
2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
4. Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either Party by sixty (60) days prior written notice. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
5. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary; and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
6. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
7. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the Company. Company is not liable for any incidental, punitive, exemplary and/or consequential damages of any kind or nature arising under this Agreement COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
8. If a breach or default occurs, the non-breaching Party shall provide the breaching Party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching Party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching Party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching Party, at its sole discretion, shall provide notice to the breaching Party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, pandemics or epidemics, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
9. Customer desiring a Company-installed System on a public right-of-way or on other property not under Customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining all easements and/or all applicable property rights.
10. Company reserves the right to refuse to install Company Equipment on another's property; however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System Equipment.
11. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned Equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If, in Company's sole discretion, the structure becomes unsuitable, or unsafe to support Company-owned Equipment, the Company retains the right to remove the Equipment from the structure. If Company Equipment is removed under these conditions, Customer shall pay Company a pro-rated amount for the removed Equipment plus removal costs minus salvage value.
12. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount (if any) to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New Equipment added to the System will require a new Agreement.
13. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
14. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns
15. Each Party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
16. No delay of or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
17. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

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

EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS

These Supplementary Terms and Conditions (the "Supplementary Terms and Conditions") shall apply to all Nonresidential Smart Saver® Program ("Program") Customer applications for i) Program pre-approval or pre-qualification, and ii) all applications for Program rebates/incentive payments; both applications as set forth herein as Attachment 1 to Exhibit C (collectively termed the "Application").

Program Rebate/Incentive Eligibility

- Only nonresidential Customer premises served by an active Company electric account that are eligible under applicable state regulations and are opted into the applicable Energy Efficiency Rider are eligible. Customers may call 866.380.9580 to verify eligibility. Written Customer consent is required to release eligibility status to a third party.
- Any Equipment which, either separately or as part of a project, has received a rebate/incentive from the Program or any other Company program is ineligible.
- Equipment and/or services provided to the Customer for free are not eligible for rebate/incentive payments. In no case will Company pay a rebate/incentive in excess of the actual cost of the new Equipment.
- If a Customer application is received with incomplete or inaccurate information, Company will notify the Customer(s). In order to be eligible for rebates/incentives, corrected applications must be resubmitted to Company by the end of the calendar year in which the original Application was submitted or within 90 days, whichever is later.
- To be eligible for rebates/incentives, the Customer who is receiving the rebate/incentive may be required to provide a Social Security number as the federal tax identification number for tax purposes and must sign and return the "Customer Consent to Release Personal Information" form ("Consent Form"), which will be provided by Company.

Program Monitoring, Verification, and Right to Inspect

- Company may require verification of both the sales transaction and Equipment installation and operability prior to any Program rebate/incentive payment.
- If monitoring of the Equipment is required by Company, payments will be based on the verified savings as measured by Company.
- Company may conduct random site inspections of the Equipment both prior to and after completion to verify scope and operability, and obtain information needed to determine the rebate/incentive.

Program Rebate/Incentive Payment

- Applications for payment, along with the required documentation, must be submitted within 90 calendar days of Equipment installation and operability.
- Program rebates/Incentives will not be paid until the eligible Equipment has been installed, is able to operate, and, if required by Company, Company has completed verification as set forth in "Program Monitoring, Verification and Right to Inspect" above.
- The Customer's account must be active and eligible throughout the process of Application review and rebate/incentive payment. Rebate/Incentive payments will not be issued on inactive accounts. A waiver signed by the original Customer is required if the Customer of record changes prior to rebate/incentive payment.
- The Customer assumes all responsibilities for any and all tax liabilities resulting from Company rebate/incentive payment.
- By accepting the Program rebate/incentive payment, the Customer agrees to transfer to Company the rights to all Attributes of the Equipment or its operation. Attributes include, but are not limited to, any and all credits, benefits, emissions reductions, offsets and allowances resulting from the avoidance of the emission of any substance into the air, soil or water at or by Company generating facilities through reduced generation of energy or other savings or offsets resulting from the Equipment. The Customer will not claim ownership of any Attributes. Additionally, the Customer will transfer to Company the right to bid any energy efficiency, coincident demand and demand response resources associated with the projects into regional transmission organization (RTO) or independent system operator (ISO) markets.
- Company may withhold payment if the Equipment is no longer in operation in the applicable jurisdiction.

Program Disclaimers; Release of Liability

- The Company, in its sole discretion, reserves the right to change (at any time) the Program Rebate/Incentive levels and/or qualifying efficiency levels. In addition, Company (in its sole discretion) retains the right to adjust or terminate the approved Program rebate/incentive amount at any time whether due to regulatory requirements, measurement, verification and evaluation results, codes and standards, Equipment pricing, or for any other reason.
- Company reserves the right to limit Program rebate/incentive funds to a first-come, first-served basis.

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EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)**Program Customer Certification**

As evidenced by Customer's signature below, Customer herein certifies as follows:

- a. *that the premise for which Customer is applying for Program rebates/incentives is served by Company (or an affiliate of Company)*
- b. *that the Customer information provided herein is accurate and complete;*
- c. *that Customer has purchased and installed the Equipment (indicated herein) for the business facility listed herein and not for resale;*
- d. *that the proposed rebate/incentive payment from Company is subject to change based on verification and Company approval;*
- e. *That Customer agrees to Company's verification of both the sales transaction and Equipment installation which may include a site inspection from a Company representative or Company agent;*
- f. *that Customer is not allowed to receive more than one Program rebate/incentive from Company on any piece of Equipment;*
- g. *that Customer's participation in the Program may be taxable;*
- h. *that Customer is solely responsible for paying all taxes;*
- i. *that Company does not endorse any particular manufacturer, product or system design within the Program;*
- j. *that Customer understands and agrees that: i) to the extent Company has acquired any applicable underlying manufacturer Equipment warranties ("Manufacturer Warranties"), Company (and not Customer) shall directly engage the underlying manufacturer to secure applicable remedies for the Customer for the duration of the Manufacturer Warranties; and ii) following expiration of any Manufacturer Warranties, Company does not expressly or implicitly offer any other warranties and does not warrant the performance of any installed Equipment ; and*
- k. *that Company does not warrant that the installed Equipment meets applicable building codes or safety standards*

Program Customer Indemnification

As evidenced by the Customer's signature below, Customer herein further agrees as follows:

Customer shall indemnify, defend, hold harmless and release Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against all claims, demands, causes of actions, liabilities, losses, damages and/or expenses (including reasonable attorney fees) resulting from (or alleged to result from) the installation, operation and/or disposal of the Equipment (and related materials) covered herein; including all liability from incidental, punitive, exemplary and/or consequential damages.

Program Miscellaneous Provisions

- a) *If any part, term, or provision of this Exhibit C is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.*
- b) *This Exhibit C contains the entire agreement of the Parties relating to the Program and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing (whether written or oral) pertaining to the Program. This Exhibit C may only be modified by a written agreement signed by both Parties expressly modifying Exhibit C.*
- c) *All Disclaimer, Certifications, Liability and/or Indemnification provisions set forth in Exhibit C shall survive the termination, cancellation, or expiration of Exhibit C and of the Agreement. In the event of a Program related conflict between the terms of the Agreement and the terms of Exhibit C, the terms of Exhibit C shall govern.*
- d) *This Exhibit C, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.*
- e) *Each party to this Exhibit C represents that it is sophisticated and capable of understanding all of the terms of this Exhibit C, that it has had an opportunity to review this Exhibit C with its counsel, and that it enters this Exhibit C with full knowledge of the terms of this Exhibit C.*
- f) *No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Exhibit C shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.*
- g) *Neither Party shall assign this Exhibit C without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Exhibit C. PROVIDED, THAT the Company may assign this Exhibit C to its parent or any subsidiary entity or to an affiliate.*

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EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)

Program Attestation

By signing below, I _____ [Customer name] agree to the following.

- I do hereby consent to Company disclosing my Account Number and/or Federal Tax ID Number to its subcontractors solely for the purpose of administering Company's Smart \$aver Business program. I understand that such subcontractors are contractually bound to otherwise maintain my Company Account Number and/or Federal Tax ID Number in the strictest of confidence.
- I have read and agree to the Supplemental Terms and Conditions of the Program
- I certify that I meet the eligibility requirements of the Program, as applicable, and that all information provided within my Application is correct to the best of my knowledge.
- I certify that the taxpayer identification number provided in my Application is current and correct. I am not subject to backup withholding because: (a) I am exempt from backup withholding; (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding. I am a U.S. citizen (includes a U.S. resident alien).

CUSTOMER SIGNATURE REQUIRED

By signing below, I certify that I have read and agree to the terms of the Program as set forth in Exhibit C (Supplemental Terms and Conditions) which encompasses all Program Attestations, Certifications, Disclaimers, Release of Liability and Indemnification obligations; all as set forth herein.

Customer Signature			
Print Name		Date	



Attachment 1 to Exhibit C

1. Contact Information

Duke Energy Customer				
Customer Company Name ¹		Contact Name	<input type="checkbox"/> Customer's Agent ²	
Office Phone		Mobile Phone		
Email Address				
Duke Energy Account Number(s) for Installation Address ³				
Installation Street Address				
City		State		ZIP Code

2. Payment Information

Payment Information				
Who should receive rebate/incentive payment ⁴	<input type="checkbox"/> Customer	<input type="checkbox"/> (Customer must sign authorization on page 20)		
Payment Mailing Address				
City		State	ZIP Code	
Provide Tax ID number and W-9 (v2014 or later) for Customer	Customer Tax ID No.			

Complete all requested information. Check each box to indicate completion of the following program requirements:

- All sections of application
- Tax ID number for Customer
- W-9 for Customer Customer
- agrees to terms and conditions

¹Customer information should match the Duke Energy customer of record and W-9 form provided with this application. If the customer entity is a business affiliate of the Duke Energy customer of record, documentation must be provided that demonstrates the business affiliation.

² If an outside agent is acting on behalf of the Duke Energy customer of record, a letter of authorization on customer letterhead and signed by an authorized employee of the customer is required.

³ For multiple accounts/locations, attach a list detailing accounts, installation addresses and equipment.

⁴ If payment is to be made to an entity other than the Duke Energy customer of record or the vendor, a payment waiver is required and will be provided for customer signature.

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**Attachment 1 to Exhibit C
(Con't.)**

Upgrades For Duke Energy Outdoor Lighting Fixtures - Indiana

Select One	Measure Description	Fixture Replacement	Rebate per unit	Enter Quantity	Total Rebate Before Cap
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing up to 175 lamp wattage HID fixture	\$30/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing 176-250 lamp wattage HID fixture	\$50/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing 251-400 lamp wattage HID fixture	\$75/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> > 400 lamp wattage HID fixture \$200	\$200/fixture		

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**BLOOMINGTON, IN
LED INSTALLS**

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 17 of 19

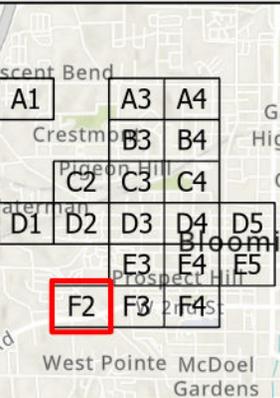
Date Exported: 3/4/2025

NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCELL

_56802648

WATTS

- 50
- 70
- 110
- 150
- <all other values>
- GRID



**BLOOMINGTON, IN
LED INSTALLS**

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 18 of 19

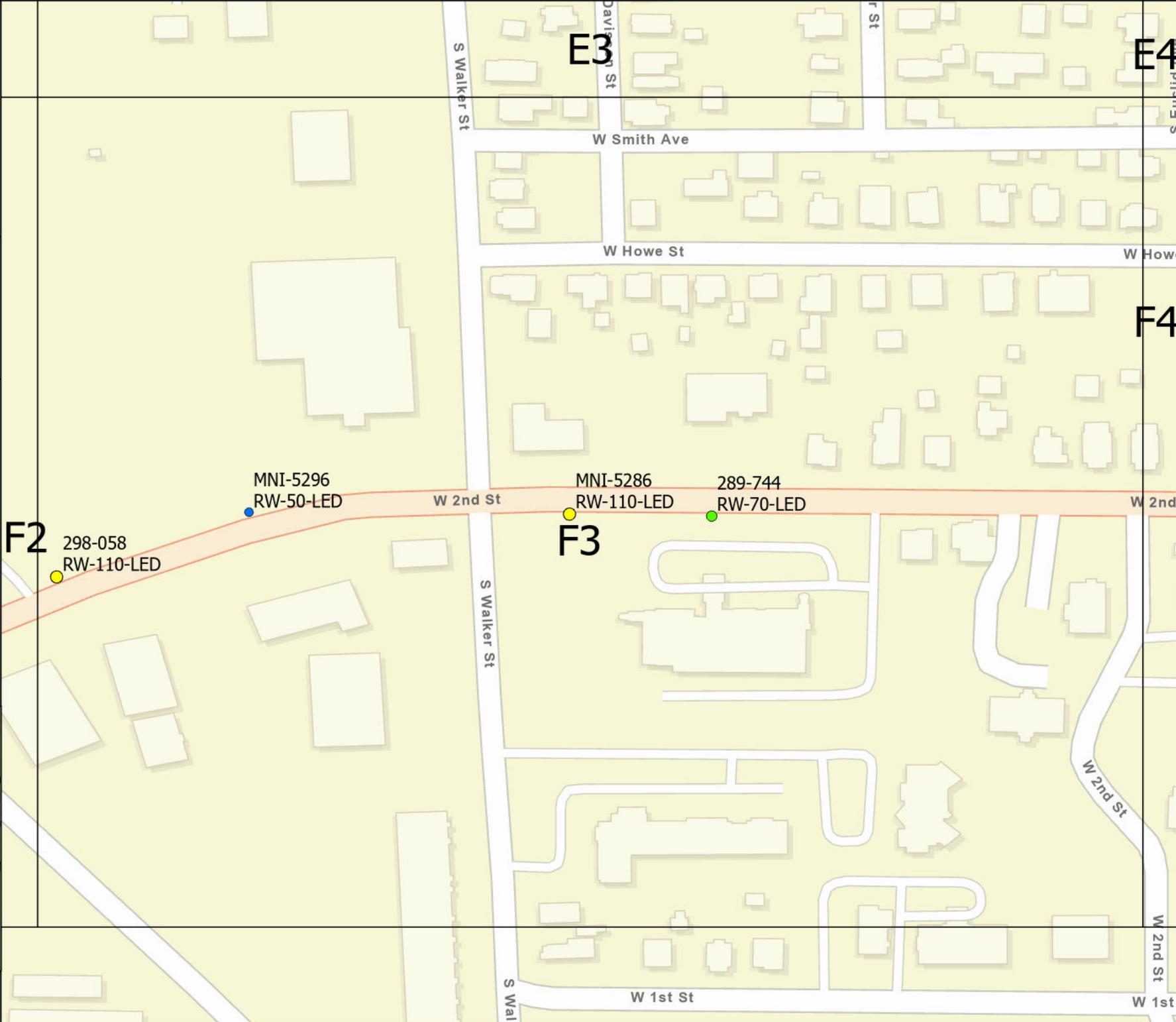
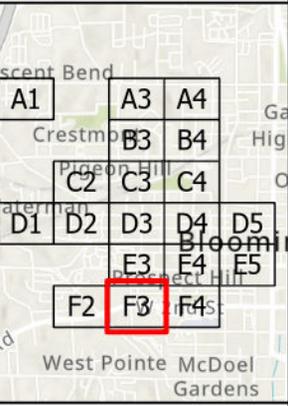
Date Exported: 3/4/2025

NOTES:
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INCLUDE VZW
SMART PHOTOCCELL

56802648

WATTS

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- 70
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BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 19 of 19

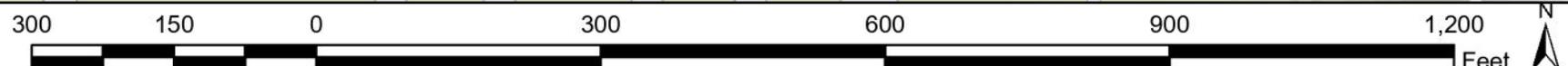
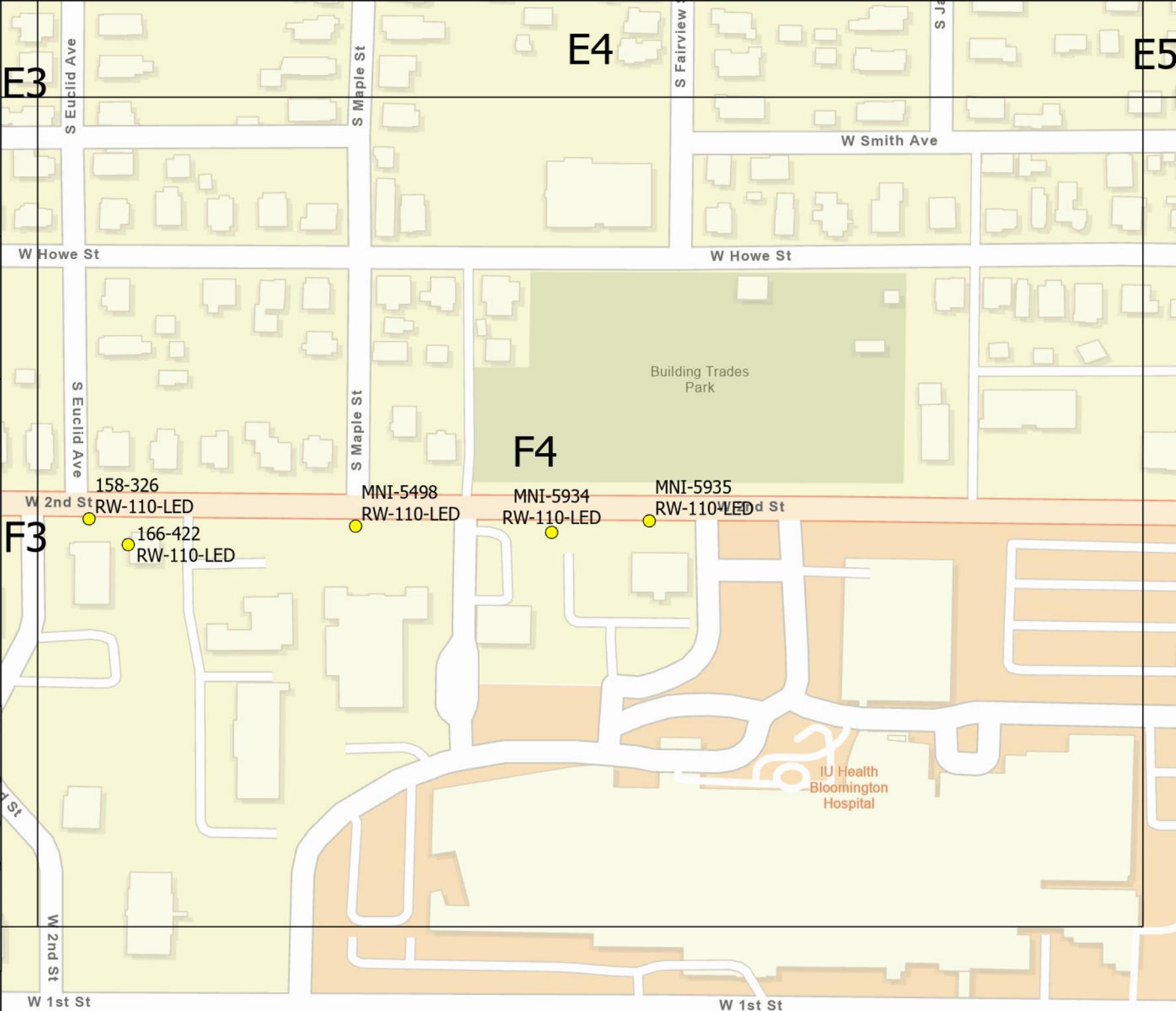
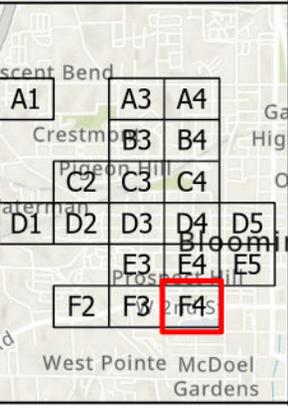
Date Exported: 3/4/2025

NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCCELL

_56802648

WATTS

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- 70
- 110
- 150
- <all other values>
- GRID





Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Street Division

Staff Representative: Cheyenne Bowlen

Meeting Date: August 26, 2025

The following existing street light locations will be converted from older, legacy sodium vapor street lights to modern and efficient Light Emitting Diode (LED) technologies as part of the Department of Public Works (DPW) LED Light Conversion Program.

The streetlights will consist of LED full cut off roadway style fixtures mounted on existing poles. These lights will be leased through Duke Energy with the City paying for the equipment, and the ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the costs associated with street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W 10th St between N Adams St to W Cottage Grove Ave**
Fixture: Two (2) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$13.18
2. Location: **W 8th St between N Spring St to N Waldron St**
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36
3. Location: **W 7th St between N Ritter St to N Rogers St**
Fixture: Seven (7) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$46.13
4. Location: **W 4th St between S Elm St to S College Ave**
Fixture: Thirteen (13) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$89.07
5. Location: **W Kirkwood Ave between N Adams St and N Rogers St**
Fixture: Ten (10) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$93.94
6. Location: **W 2nd Street between S Adams Street to S Rogers Street**
Fixture: Eleven (11) LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$96.88



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: August 26, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at W 4th Street between S Elm Street and S College Ave

Contract Recipient/Vendor Name:	Duke Energy
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Cheyenne Bowlen
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	2047
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-679
Due Date For Signature:	August 26, 2025
Expiration Date of Contract:	2036
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$89.07
Funding Source:	2202-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Cheyenne Bowlen

Summary of Contract:

Location: W 4th St between S Elm St to S College Ave
Fixture: Thirteen (13) LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$89.07

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$89.07 MO

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

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

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

Cheyenne Bowlen

Asset Clerk

Street Division

Print/Type Name

Print/Type Title

Department



INDIANA LIGHTING SERVICE AGREEMENT

Customer Information:
GENERAL ACCT & ATWATER LED UPGRADE
CHEYENNE.BOWLEN@BLOOMINGTON.IN.GOV

Project Information:
CITY OF BLOOMINGTON
BLOOMINGTON Indiana 47401-2433

Account Number:
9101 2296 8331

Installation Number:
7009283974

Work Order Number:
56844244

Duke Energy Representative Contact Info:
Zach Martin

This Lighting Service Agreement is hereby entered into this 14th day of February., 2025, between Duke Energy (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

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

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

Customer Print Name _____ Date Signed _____

Customer Signature _____ Date Signed _____

Duke Energy Representative Jordan Anderson Date Signed 3/19/2025



Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	\$89.07	\$0.00	\$0.00	\$10,688.40	\$89.07

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
I	12	Light Fixture Roadway LED 50W Gray Type III 3000K	\$3.06	\$2.31	\$1.22	\$6.59	\$79.08
I	1	Light Fixture Roadway LED 150W Gray Type III 3000K	\$4.02	\$2.31	\$3.66	\$9.99	\$9.99
R	1	Light Fixture Cobra Drop Lens High Pressure Sodium 250W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R	12	Light Fixture Cobra Drop Lens High Pressure Sodium 100W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotals:	\$0	\$0	\$0		
Estimated Monthly Charge							\$89.07

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



OUTDOOR LIGHTING LED SERVICE AGREEMENT

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

See Section I for lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts listed.

IN WITNESS WHEREOF, Company and Customer (each individually a "Party" or collectively the "Parties") hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Outdoor Lighting LED Service Agreement ("Agreement") is made and entered into by Duke Energy Indiana, LLC an Indiana limited liability corporation (hereafter, "Company"). Company is a subsidiary of Duke Energy Corporation. Neither Duke Energy Corporation nor any of its other subsidiaries and/or affiliated companies are parties to this Agreement.

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment ("Equipment") to provide, operate and maintain the System. In Company's sole discretion, the cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement.
- 1.2 Costs quoted excludes Commission approved tariff riders and sales tax.

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

<p>**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE</p> <p>Impact Watts = the energy used by the lamp watts plus ballast watts.</p>	
<p>a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.</p> <p>b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).</p>	<p>c. Annual kWh divided by twelve (12) months equals monthly kWh.</p> <p>d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.</p>

LIGHTING LAYOUT DESIGN DISCLAIMER

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

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

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are either the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the Company and the Customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. In Company's sole discretion, there may be assessed a monthly estimated energy usage based on either i) luminaire impact wattage and lamp source equally over twelve months (See Section I - A, above); ii) metered using actual energy usage plus a monthly meter charge; or iii) based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

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

SECTION IV. – SYSTEM MAINTENANCE

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

SECTION V. – PAYMENT

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

SECTION VI. – TERM OF AGREEMENT

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

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions governing the System are set forth in Exhibit "B" and incorporated herein by reference and made a part of this Agreement.
- 7.2 Supplementary Terms and Conditions governing certain NonResidential Smart Saver Program rebates and incentives (which Company makes available to certain Customers and which may be supplementary to the provision of the System) are set forth in Exhibit "C" and incorporated herein by reference and made a part of this Agreement.
- 7.3 This Agreement constitutes the final written expression between the Parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. Nothing herein shall preclude either Party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.4 This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the work is rendered without regard to its conflict of laws provisions.

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement, for any reason whatsoever, shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other work by Company.
2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
4. Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either Party by sixty (60) days prior written notice. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
5. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary; and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
6. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
7. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the Company. Company is not liable for any incidental, punitive, exemplary and/or consequential damages of any kind or nature arising under this Agreement COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
8. If a breach or default occurs, the non-breaching Party shall provide the breaching Party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching Party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching Party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching Party, at its sole discretion, shall provide notice to the breaching Party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, pandemics or epidemics, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
9. Customer desiring a Company-installed System on a public right-of-way or on other property not under Customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining all easements and/or all applicable property rights.
10. Company reserves the right to refuse to install Company Equipment on another's property; however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System Equipment.
11. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned Equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If, in Company's sole discretion, the structure becomes unsuitable, or unsafe to support Company-owned Equipment, the Company retains the right to remove the Equipment from the structure. If Company Equipment is removed under these conditions, Customer shall pay Company a pro-rated amount for the removed Equipment plus removal costs minus salvage value.
12. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount (if any) to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New Equipment added to the System will require a new Agreement.
13. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
14. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns
15. Each Party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
16. No delay of or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
17. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

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EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS

These Supplementary Terms and Conditions (the "Supplementary Terms and Conditions") shall apply to all Nonresidential Smart Saver® Program ("Program") Customer applications for i) Program pre-approval or pre-qualification, and ii) all applications for Program rebates/incentive payments; both applications as set forth herein as Attachment 1 to Exhibit C (collectively termed the "Application").

Program Rebate/Incentive Eligibility

- Only nonresidential Customer premises served by an active Company electric account that are eligible under applicable state regulations and are opted into the applicable Energy Efficiency Rider are eligible. Customers may call 866.380.9580 to verify eligibility. Written Customer consent is required to release eligibility status to a third party.
- Any Equipment which, either separately or as part of a project, has received a rebate/incentive from the Program or any other Company program is ineligible.
- Equipment and/or services provided to the Customer for free are not eligible for rebate/incentive payments. In no case will Company pay a rebate/incentive in excess of the actual cost of the new Equipment.
- If a Customer application is received with incomplete or inaccurate information, Company will notify the Customer(s). In order to be eligible for rebates/incentives, corrected applications must be resubmitted to Company by the end of the calendar year in which the original Application was submitted or within 90 days, whichever is later.
- To be eligible for rebates/incentives, the Customer who is receiving the rebate/incentive may be required to provide a Social Security number as the federal tax identification number for tax purposes and must sign and return the "Customer Consent to Release Personal Information" form ("Consent Form"), which will be provided by Company.

Program Monitoring, Verification, and Right to Inspect

- Company may require verification of both the sales transaction and Equipment installation and operability prior to any Program rebate/incentive payment.
- If monitoring of the Equipment is required by Company, payments will be based on the verified savings as measured by Company.
- Company may conduct random site inspections of the Equipment both prior to and after completion to verify scope and operability, and obtain information needed to determine the rebate/incentive.

Program Rebate/Incentive Payment

- Applications for payment, along with the required documentation, must be submitted within 90 calendar days of Equipment installation and operability.
- Program rebates/Incentives will not be paid until the eligible Equipment has been installed, is able to operate, and, if required by Company, Company has completed verification as set forth in "Program Monitoring, Verification and Right to Inspect" above.
- The Customer's account must be active and eligible throughout the process of Application review and rebate/incentive payment. Rebate/Incentive payments will not be issued on inactive accounts. A waiver signed by the original Customer is required if the Customer of record changes prior to rebate/incentive payment.
- The Customer assumes all responsibilities for any and all tax liabilities resulting from Company rebate/incentive payment.
- By accepting the Program rebate/incentive payment, the Customer agrees to transfer to Company the rights to all Attributes of the Equipment or its operation. Attributes include, but are not limited to, any and all credits, benefits, emissions reductions, offsets and allowances resulting from the avoidance of the emission of any substance into the air, soil or water at or by Company generating facilities through reduced generation of energy or other savings or offsets resulting from the Equipment. The Customer will not claim ownership of any Attributes. Additionally, the Customer will transfer to Company the right to bid any energy efficiency, coincident demand and demand response resources associated with the projects into regional transmission organization (RTO) or independent system operator (ISO) markets.
- Company may withhold payment if the Equipment is no longer in operation in the applicable jurisdiction.

Program Disclaimers; Release of Liability

- The Company, in its sole discretion, reserves the right to change (at any time) the Program Rebate/Incentive levels and/or qualifying efficiency levels. In addition, Company (in its sole discretion) retains the right to adjust or terminate the approved Program rebate/incentive amount at any time whether due to regulatory requirements, measurement, verification and evaluation results, codes and standards, Equipment pricing, or for any other reason.
- Company reserves the right to limit Program rebate/incentive funds to a first-come, first-served basis.

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EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)**Program Customer Certification**

As evidenced by Customer's signature below, Customer herein certifies as follows:

- a. *that the premise for which Customer is applying for Program rebates/incentives is served by Company (or an affiliate of Company)*
- b. *that the Customer information provided herein is accurate and complete;*
- c. *that Customer has purchased and installed the Equipment (indicated herein) for the business facility listed herein and not for resale;*
- d. *that the proposed rebate/incentive payment from Company is subject to change based on verification and Company approval;*
- e. *That Customer agrees to Company's verification of both the sales transaction and Equipment installation which may include a site inspection from a Company representative or Company agent;*
- f. *that Customer is not allowed to receive more than one Program rebate/incentive from Company on any piece of Equipment;*
- g. *that Customer's participation in the Program may be taxable;*
- h. *that Customer is solely responsible for paying all taxes;*
- i. *that Company does not endorse any particular manufacturer, product or system design within the Program;*
- j. *that Customer understands and agrees that: i) to the extent Company has acquired any applicable underlying manufacturer Equipment warranties ("Manufacturer Warranties"), Company (and not Customer) shall directly engage the underlying manufacturer to secure applicable remedies for the Customer for the duration of the Manufacturer Warranties; and ii) following expiration of any Manufacturer Warranties, Company does not expressly or implicitly offer any other warranties and does not warrant the performance of any installed Equipment ; and*
- k. *that Company does not warrant that the installed Equipment meets applicable building codes or safety standards*

Program Customer Indemnification

As evidenced by the Customer's signature below, Customer herein further agrees as follows:

Customer shall indemnify, defend, hold harmless and release Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against all claims, demands, causes of actions, liabilities, losses, damages and/or expenses (including reasonable attorney fees) resulting from (or alleged to result from) the installation, operation and/or disposal of the Equipment (and related materials) covered herein; including all liability from incidental, punitive, exemplary and/or consequential damages.

Program Miscellaneous Provisions

- a) *If any part, term, or provision of this Exhibit C is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.*
- b) *This Exhibit C contains the entire agreement of the Parties relating to the Program and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing (whether written or oral) pertaining to the Program. This Exhibit C may only be modified by a written agreement signed by both Parties expressly modifying Exhibit C.*
- c) *All Disclaimer, Certifications, Liability and/or Indemnification provisions set forth in Exhibit C shall survive the termination, cancellation, or expiration of Exhibit C and of the Agreement. In the event of a Program related conflict between the terms of the Agreement and the terms of Exhibit C, the terms of Exhibit C shall govern.*
- d) *This Exhibit C, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.*
- e) *Each party to this Exhibit C represents that it is sophisticated and capable of understanding all of the terms of this Exhibit C, that it has had an opportunity to review this Exhibit C with its counsel, and that it enters this Exhibit C with full knowledge of the terms of this Exhibit C.*
- f) *No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Exhibit C shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.*
- g) *Neither Party shall assign this Exhibit C without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Exhibit C. PROVIDED, THAT the Company may assign this Exhibit C to its parent or any subsidiary entity or to an affiliate.*

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EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)

Program Attestation

By signing below, I _____ [Customer name] agree to the following.

- I do hereby consent to Company disclosing my Account Number and/or Federal Tax ID Number to its subcontractors solely for the purpose of administering Company's Smart \$aver Business program. I understand that such subcontractors are contractually bound to otherwise maintain my Company Account Number and/or Federal Tax ID Number in the strictest of confidence.
- I have read and agree to the Supplemental Terms and Conditions of the Program
- I certify that I meet the eligibility requirements of the Program, as applicable, and that all information provided within my Application is correct to the best of my knowledge.
- I certify that the taxpayer identification number provided in my Application is current and correct. I am not subject to backup withholding because: (a) I am exempt from backup withholding; (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding. I am a U.S. citizen (includes a U.S. resident alien).

CUSTOMER SIGNATURE REQUIRED

By signing below, I certify that I have read and agree to the terms of the Program as set forth in Exhibit C (Supplemental Terms and Conditions) which encompasses all Program Attestations, Certifications, Disclaimers, Release of Liability and Indemnification obligations; all as set forth herein.

Customer Signature			
Print Name		Date	



Attachment 1 to Exhibit C

1. Contact Information

Duke Energy Customer				
Customer Company Name ¹		Contact Name	<input type="checkbox"/> Customer's Agent ²	
Office Phone		Mobile Phone		
Email Address				
Duke Energy Account Number(s) for Installation Address ³				
Installation Street Address				
City		State		ZIP Code

2. Payment Information

Payment Information				
Who should receive rebate/incentive payment ⁴	<input type="checkbox"/> Customer	<input type="checkbox"/> (Customer must sign authorization on page 20)		
Payment Mailing Address				
City		State	ZIP Code	
Provide Tax ID number and W-9 (v2014 or later) for Customer	Customer Tax ID No.			

Complete all requested information. Check each box to indicate completion of the following program requirements:

- All sections of application
- Tax ID number for Customer
- W-9 for Customer Customer
- agrees to terms and conditions

¹Customer information should match the Duke Energy customer of record and W-9 form provided with this application. If the customer entity is a business affiliate of the Duke Energy customer of record, documentation must be provided that demonstrates the business affiliation.

² If an outside agent is acting on behalf of the Duke Energy customer of record, a letter of authorization on customer letterhead and signed by an authorized employee of the customer is required.

³ For multiple accounts/locations, attach a list detailing accounts, installation addresses and equipment.

⁴ If payment is to be made to an entity other than the Duke Energy customer of record or the vendor, a payment waiver is required and will be provided for customer signature.

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**Attachment 1 to Exhibit C
(Con't.)**

Upgrades For Duke Energy Outdoor Lighting Fixtures - Indiana

Select One	Measure Description	Fixture Replacement	Rebate per unit	Enter Quantity	Total Rebate Before Cap
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing up to 175 lamp wattage HID fixture	\$30/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing 176-250 lamp wattage HID fixture	\$50/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing 251-400 lamp wattage HID fixture	\$75/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> > 400 lamp wattage HID fixture \$200	\$200/fixture		

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**BLOOMINGTON, IN
LED INSTALLS**

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 14 of 19

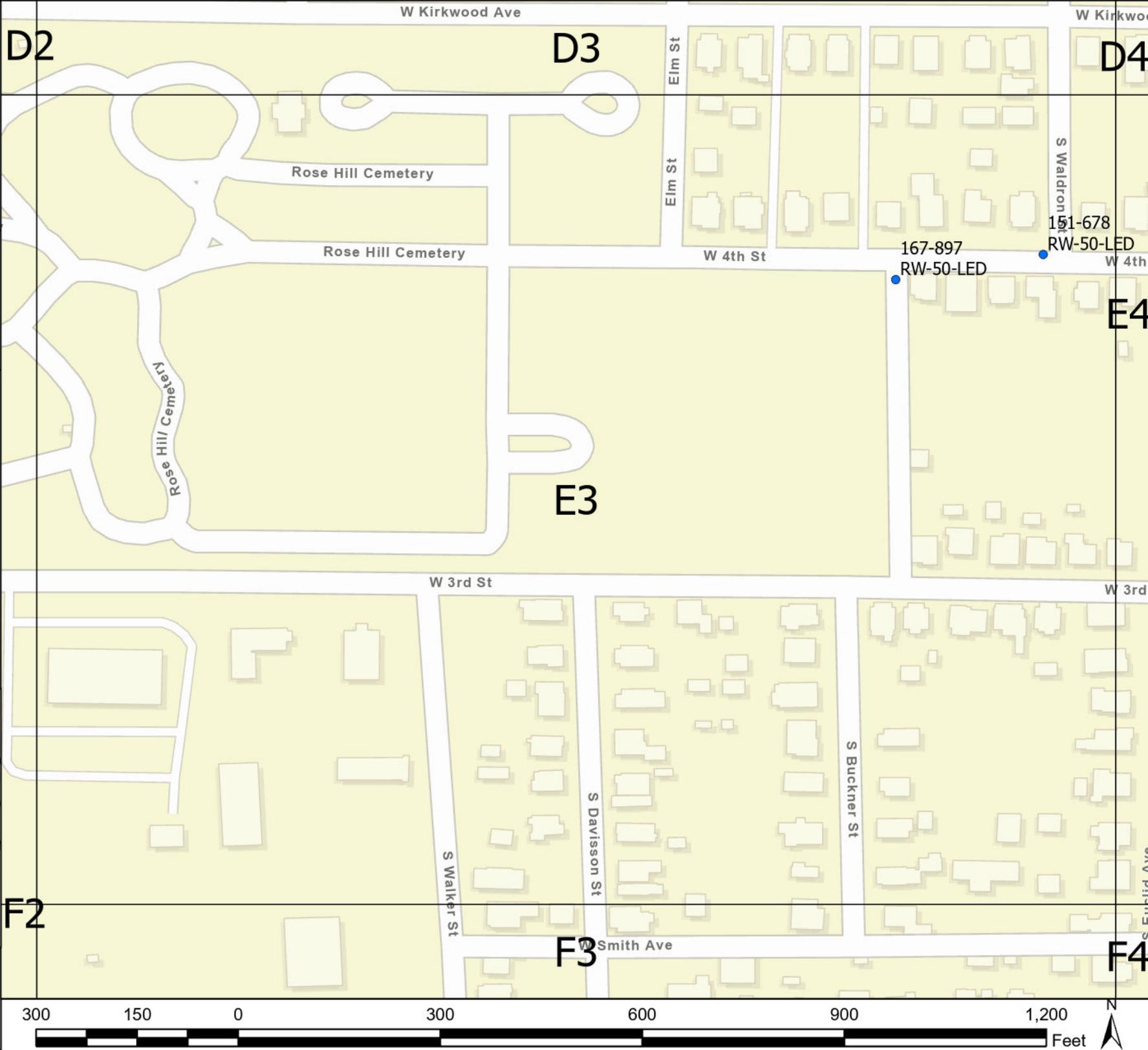
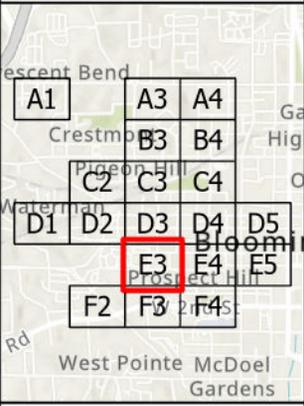
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NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCCELL

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WATTS

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- 150
- <all other values>
- GRID



**BLOOMINGTON, IN
LED INSTALLS**

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 15 of 19

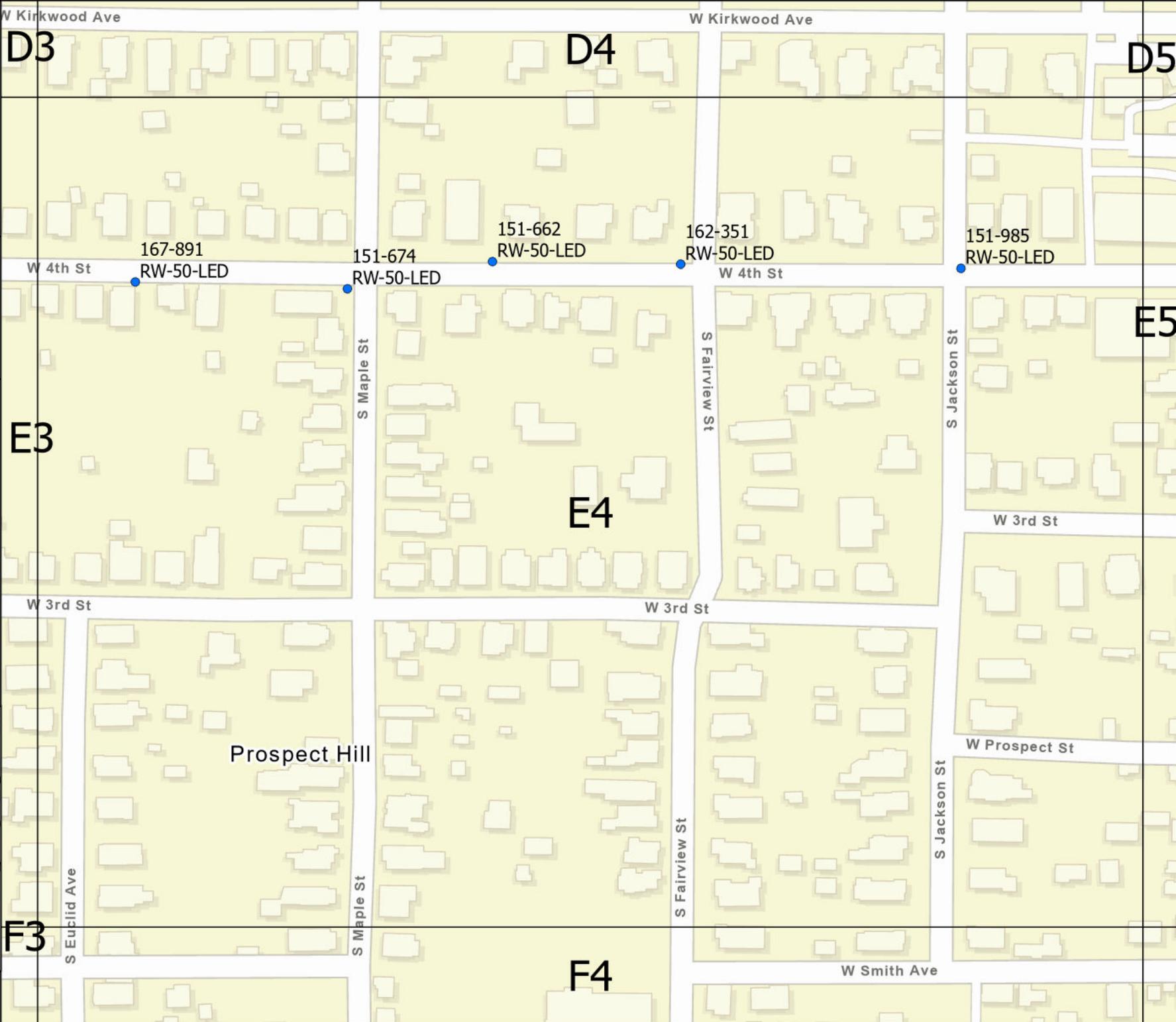
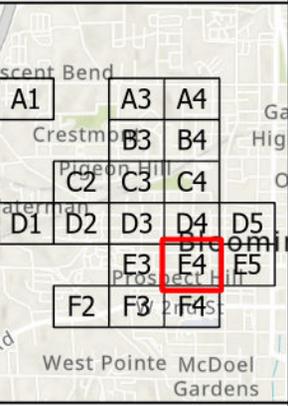
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**BLOOMINGTON, IN
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CONTACT:
JORDAN ANDERSON
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Page 16 of 19

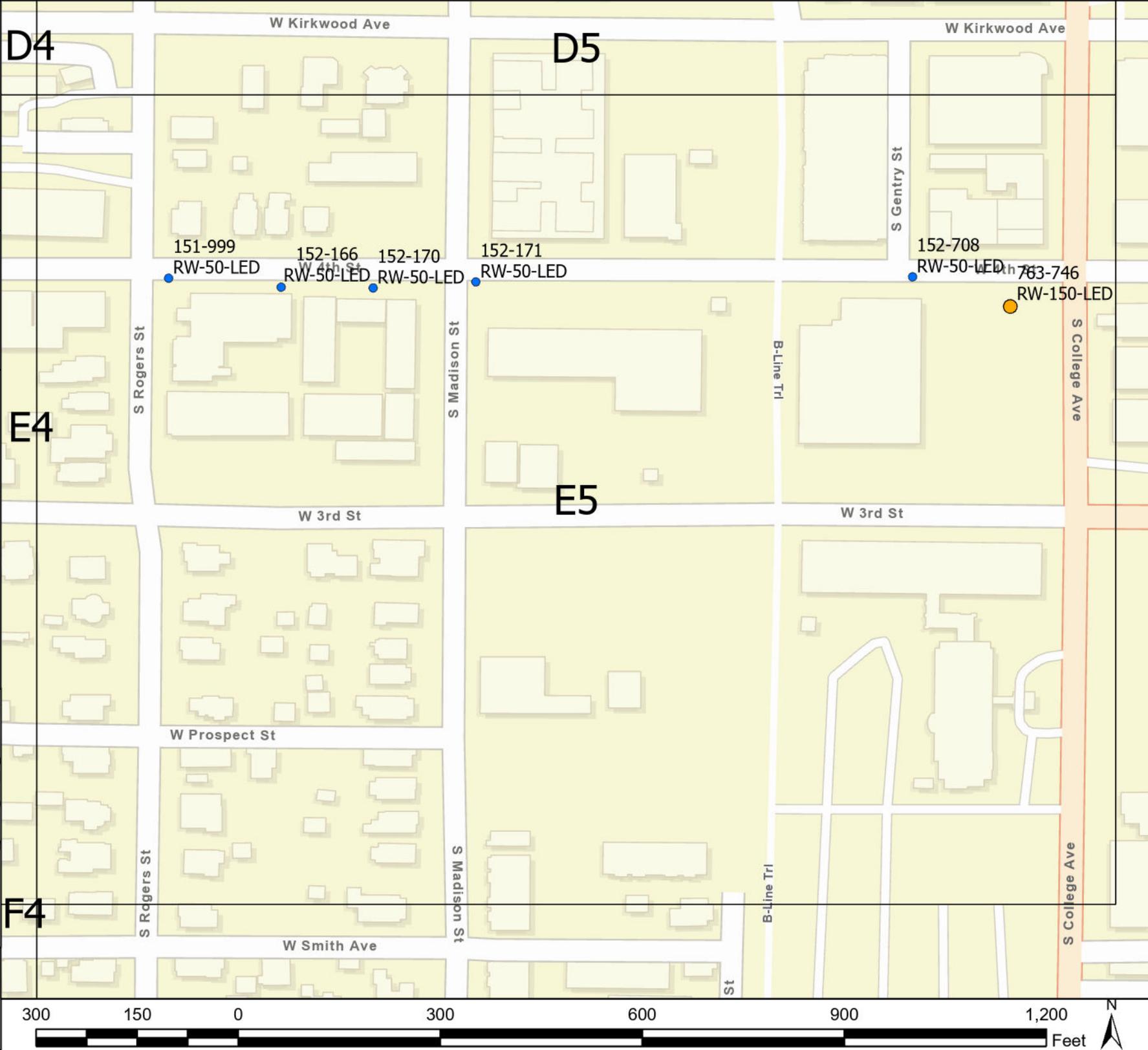
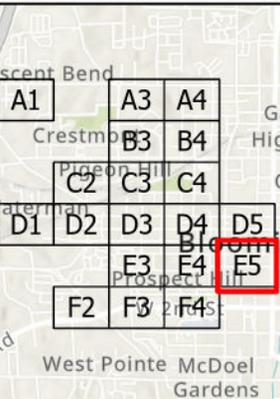
Date Exported: 3/4/2025

NOTES:
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INCLUDE VZW
SMART PHOTOCCELL

_56844244

WATTS

- 50
 - 150
 - <all other values>
- GRID





Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Street Division

Staff Representative: Cheyenne Bowlen

Meeting Date: August 26, 2025

The following existing street light locations will be converted from older, legacy sodium vapor street lights to modern and efficient Light Emitting Diode (LED) technologies as part of the Department of Public Works (DPW) LED Light Conversion Program.

The streetlights will consist of LED full cut off roadway style fixtures mounted on existing poles. These lights will be leased through Duke Energy with the City paying for the equipment, and the ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the costs associated with street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W 10th St between N Adams St to W Cottage Grove Ave**
Fixture: Two (2) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$13.18
2. Location: **W 8th St between N Spring St to N Waldron St**
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36
3. Location: **W 7th St between N Ritter St to N Rogers St**
Fixture: Seven (7) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$46.13
4. Location: **W 4th St between S Elm St to S College Ave**
Fixture: Thirteen (13) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$89.07
5. Location: **W Kirkwood Ave between N Adams St and N Rogers St**
Fixture: Ten (10) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$93.94
6. Location: **W 2nd Street between S Adams Street to S Rogers Street**
Fixture: Eleven (11) LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$96.88



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: August 26, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at W 7th Street between N Ritter Street and N Rogers Street

Contract Recipient/Vendor Name:	Duke Energy
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Cheyenne Bowlen
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	NA
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-682
Due Date For Signature:	August 26, 2025
Expiration Date of Contract:	NA
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$46.13
Funding Source:	2202-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Cheyenne Bowlen

Summary of Contract:

Location: W 7th St between N Ritter St to N Rogers St
Fixture: Seven (7) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$46.13

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$46.13 MO

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

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

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

Cheyenne Bowlen

Asset Clerk

Street Division

Print/Type Name

Print/Type Title

Department



INDIANA LIGHTING SERVICE AGREEMENT

Customer Information:
CITY OF BLOOMINGTON
CHEYENNE.BOWLEN@BLOOMINGTON.IN.GOV
..

Project Information:
Indiana

Account Number:

Installation Number:
7010519247

Work Order Number:
56838324

Duke Energy Representative Contact Info:
Zach Martin

This Lighting Service Agreement is hereby entered into this 14th day of February., 2025, between (hereinafter called the “Company”) and CITY OF BLOOMINGTON (hereinafter referred to as the “Customer”) for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company’s Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

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

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

Customer Print Name _____ Date Signed _____

Customer Signature _____ Date Signed _____

Duke Energy Representative Jordan Anderson Date Signed 3/19/2025

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



Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	\$46.13	\$0.00	\$0.00	\$5,535.60	\$46.13

Monthly Base Charges								
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total	
R	7	Light Fixture Cobra Drop Lens High Pressure Sodium 100W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
I	7	Light Fixture Roadway LED 50W Gray Type III 3000K	\$3.06	\$2.31	\$1.22	\$6.59	\$46.13	
		Subtotals:	\$0	\$0	\$0			
		Estimated Monthly Charge						\$46.13

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OUTDOOR LIGHTING LED SERVICE AGREEMENT

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

See Section I for lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts listed.

IN WITNESS WHEREOF, Company and Customer (each individually a "Party" or collectively the "Parties") hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Outdoor Lighting LED Service Agreement ("Agreement") is made and entered into by Duke Energy Indiana, LLC an Indiana limited liability corporation (hereafter, "Company"). Company is a subsidiary of Duke Energy Corporation. Neither Duke Energy Corporation nor any of its other subsidiaries and/or affiliated companies are parties to this Agreement.

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment ("Equipment") to provide, operate and maintain the System. In Company's sole discretion, the cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement.
- 1.2 Costs quoted excludes Commission approved tariff riders and sales tax.

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

<p>**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE</p> <p>Impact Watts = the energy used by the lamp watts plus ballast watts.</p>	
<p>a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.</p> <p>b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).</p>	<p>c. Annual kWh divided by twelve (12) months equals monthly kWh.</p> <p>d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.</p>

LIGHTING LAYOUT DESIGN DISCLAIMER

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

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SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are either the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the Company and the Customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. In Company's sole discretion, there may be assessed a monthly estimated energy usage based on either i) luminaire impact wattage and lamp source equally over twelve months (See Section I - A, above); ii) metered using actual energy usage plus a monthly meter charge; or iii) based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

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

SECTION IV. – SYSTEM MAINTENANCE

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

SECTION V. – PAYMENT

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

SECTION VI. – TERM OF AGREEMENT

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

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions governing the System are set forth in Exhibit "B" and incorporated herein by reference and made a part of this Agreement.
- 7.2 Supplementary Terms and Conditions governing certain NonResidential Smart Saver Program rebates and incentives (which Company makes available to certain Customers and which may be supplementary to the provision of the System) are set forth in Exhibit "C" and incorporated herein by reference and made a part of this Agreement.
- 7.3 This Agreement constitutes the final written expression between the Parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. Nothing herein shall preclude either Party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.4 This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the work is rendered without regard to its conflict of laws provisions.

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EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement, for any reason whatsoever, shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other work by Company.
2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
4. Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either Party by sixty (60) days prior written notice. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
5. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary; and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
6. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
7. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the Company. Company is not liable for any incidental, punitive, exemplary and/or consequential damages of any kind or nature arising under this Agreement COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
8. If a breach or default occurs, the non-breaching Party shall provide the breaching Party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching Party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching Party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching Party, at its sole discretion, shall provide notice to the breaching Party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, pandemics or epidemics, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
9. Customer desiring a Company-installed System on a public right-of-way or on other property not under Customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining all easements and/or all applicable property rights.
10. Company reserves the right to refuse to install Company Equipment on another's property; however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System Equipment.
11. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned Equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If, in Company's sole discretion, the structure becomes unsuitable, or unsafe to support Company-owned Equipment, the Company retains the right to remove the Equipment from the structure. If Company Equipment is removed under these conditions, Customer shall pay Company a pro-rated amount for the removed Equipment plus removal costs minus salvage value.
12. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount (if any) to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New Equipment added to the System will require a new Agreement.
13. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
14. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns
15. Each Party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
16. No delay of or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
17. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

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EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS

These Supplementary Terms and Conditions (the "Supplementary Terms and Conditions") shall apply to all Nonresidential Smart Saver® Program ("Program") Customer applications for i) Program pre-approval or pre-qualification, and ii) all applications for Program rebates/incentive payments; both applications as set forth herein as Attachment 1 to Exhibit C (collectively termed the "Application").

Program Rebate/Incentive Eligibility

- Only nonresidential Customer premises served by an active Company electric account that are eligible under applicable state regulations and are opted into the applicable Energy Efficiency Rider are eligible. Customers may call 866.380.9580 to verify eligibility. Written Customer consent is required to release eligibility status to a third party.
- Any Equipment which, either separately or as part of a project, has received a rebate/incentive from the Program or any other Company program is ineligible.
- Equipment and/or services provided to the Customer for free are not eligible for rebate/incentive payments. In no case will Company pay a rebate/incentive in excess of the actual cost of the new Equipment.
- If a Customer application is received with incomplete or inaccurate information, Company will notify the Customer(s). In order to be eligible for rebates/incentives, corrected applications must be resubmitted to Company by the end of the calendar year in which the original Application was submitted or within 90 days, whichever is later.
- To be eligible for rebates/incentives, the Customer who is receiving the rebate/incentive may be required to provide a Social Security number as the federal tax identification number for tax purposes and must sign and return the "Customer Consent to Release Personal Information" form ("Consent Form"), which will be provided by Company.

Program Monitoring, Verification, and Right to Inspect

- Company may require verification of both the sales transaction and Equipment installation and operability prior to any Program rebate/incentive payment.
- If monitoring of the Equipment is required by Company, payments will be based on the verified savings as measured by Company.
- Company may conduct random site inspections of the Equipment both prior to and after completion to verify scope and operability, and obtain information needed to determine the rebate/incentive.

Program Rebate/Incentive Payment

- Applications for payment, along with the required documentation, must be submitted within 90 calendar days of Equipment installation and operability.
- Program rebates/Incentives will not be paid until the eligible Equipment has been installed, is able to operate, and, if required by Company, Company has completed verification as set forth in "Program Monitoring, Verification and Right to Inspect" above.
- The Customer's account must be active and eligible throughout the process of Application review and rebate/incentive payment. Rebate/Incentive payments will not be issued on inactive accounts. A waiver signed by the original Customer is required if the Customer of record changes prior to rebate/incentive payment.
- The Customer assumes all responsibilities for any and all tax liabilities resulting from Company rebate/incentive payment.
- By accepting the Program rebate/incentive payment, the Customer agrees to transfer to Company the rights to all Attributes of the Equipment or its operation. Attributes include, but are not limited to, any and all credits, benefits, emissions reductions, offsets and allowances resulting from the avoidance of the emission of any substance into the air, soil or water at or by Company generating facilities through reduced generation of energy or other savings or offsets resulting from the Equipment. The Customer will not claim ownership of any Attributes. Additionally, the Customer will transfer to Company the right to bid any energy efficiency, coincident demand and demand response resources associated with the projects into regional transmission organization (RTO) or independent system operator (ISO) markets.
- Company may withhold payment if the Equipment is no longer in operation in the applicable jurisdiction.

Program Disclaimers; Release of Liability

- The Company, in its sole discretion, reserves the right to change (at any time) the Program Rebate/Incentive levels and/or qualifying efficiency levels. In addition, Company (in its sole discretion) retains the right to adjust or terminate the approved Program rebate/incentive amount at any time whether due to regulatory requirements, measurement, verification and evaluation results, codes and standards, Equipment pricing, or for any other reason.
- Company reserves the right to limit Program rebate/incentive funds to a first-come, first-served basis.

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EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)**Program Customer Certification**

As evidenced by Customer's signature below, Customer herein certifies as follows:

- a. *that the premise for which Customer is applying for Program rebates/incentives is served by Company (or an affiliate of Company)*
- b. *that the Customer information provided herein is accurate and complete;*
- c. *that Customer has purchased and installed the Equipment (indicated herein) for the business facility listed herein and not for resale;*
- d. *that the proposed rebate/incentive payment from Company is subject to change based on verification and Company approval;*
- e. *That Customer agrees to Company's verification of both the sales transaction and Equipment installation which may include a site inspection from a Company representative or Company agent;*
- f. *that Customer is not allowed to receive more than one Program rebate/incentive from Company on any piece of Equipment;*
- g. *that Customer's participation in the Program may be taxable;*
- h. *that Customer is solely responsible for paying all taxes;*
- i. *that Company does not endorse any particular manufacturer, product or system design within the Program;*
- j. *that Customer understands and agrees that: i) to the extent Company has acquired any applicable underlying manufacturer Equipment warranties ("Manufacturer Warranties"), Company (and not Customer) shall directly engage the underlying manufacturer to secure applicable remedies for the Customer for the duration of the Manufacturer Warranties; and ii) following expiration of any Manufacturer Warranties, Company does not expressly or implicitly offer any other warranties and does not warrant the performance of any installed Equipment ; and*
- k. *that Company does not warrant that the installed Equipment meets applicable building codes or safety standards*

Program Customer Indemnification

As evidenced by the Customer's signature below, Customer herein further agrees as follows:

Customer shall indemnify, defend, hold harmless and release Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against all claims, demands, causes of actions, liabilities, losses, damages and/or expenses (including reasonable attorney fees) resulting from (or alleged to result from) the installation, operation and/or disposal of the Equipment (and related materials) covered herein; including all liability from incidental, punitive, exemplary and/or consequential damages.

Program Miscellaneous Provisions

- a) *If any part, term, or provision of this Exhibit C is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.*
- b) *This Exhibit C contains the entire agreement of the Parties relating to the Program and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing (whether written or oral) pertaining to the Program. This Exhibit C may only be modified by a written agreement signed by both Parties expressly modifying Exhibit C.*
- c) *All Disclaimer, Certifications, Liability and/or Indemnification provisions set forth in Exhibit C shall survive the termination, cancellation, or expiration of Exhibit C and of the Agreement. In the event of a Program related conflict between the terms of the Agreement and the terms of Exhibit C, the terms of Exhibit C shall govern.*
- d) *This Exhibit C, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.*
- e) *Each party to this Exhibit C represents that it is sophisticated and capable of understanding all of the terms of this Exhibit C, that it has had an opportunity to review this Exhibit C with its counsel, and that it enters this Exhibit C with full knowledge of the terms of this Exhibit C.*
- f) *No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Exhibit C shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.*
- g) *Neither Party shall assign this Exhibit C without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Exhibit C. PROVIDED, THAT the Company may assign this Exhibit C to its parent or any subsidiary entity or to an affiliate.*

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EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)

Program Attestation

By signing below, I _____ [Customer name] agree to the following.

- I do hereby consent to Company disclosing my Account Number and/or Federal Tax ID Number to its subcontractors solely for the purpose of administering Company's Smart \$aver Business program. I understand that such subcontractors are contractually bound to otherwise maintain my Company Account Number and/or Federal Tax ID Number in the strictest of confidence.
- I have read and agree to the Supplemental Terms and Conditions of the Program
- I certify that I meet the eligibility requirements of the Program, as applicable, and that all information provided within my Application is correct to the best of my knowledge.
- I certify that the taxpayer identification number provided in my Application is current and correct. I am not subject to backup withholding because: (a) I am exempt from backup withholding; (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding. I am a U.S. citizen (includes a U.S. resident alien).

CUSTOMER SIGNATURE REQUIRED

By signing below, I certify that I have read and agree to the terms of the Program as set forth in Exhibit C (Supplemental Terms and Conditions) which encompasses all Program Attestations, Certifications, Disclaimers, Release of Liability and Indemnification obligations; all as set forth herein.

Customer Signature			
Print Name		Date	



Attachment 1 to Exhibit C

1. Contact Information

Duke Energy Customer				
Customer Company Name ¹		Contact Name	<input type="checkbox"/> Customer's Agent ²	
Office Phone		Mobile Phone		
Email Address				
Duke Energy Account Number(s) for Installation Address ³				
Installation Street Address				
City		State		ZIP Code

2. Payment Information

Payment Information			
Who should receive rebate/incentive payment ⁴	<input type="checkbox"/> Customer	<input type="checkbox"/> (Customer must sign authorization on page 20)	
Payment Mailing Address			
City		State	ZIP Code
Provide Tax ID number and W-9 (v2014 or later) for Customer	Customer Tax ID No.		

Complete all requested information. Check each box to indicate completion of the following program requirements:

- All sections of application
- Tax ID number for Customer
- W-9 for Customer Customer
- agrees to terms and conditions

¹Customer information should match the Duke Energy customer of record and W-9 form provided with this application. If the customer entity is a business affiliate of the Duke Energy customer of record, documentation must be provided that demonstrates the business affiliation.

² If an outside agent is acting on behalf of the Duke Energy customer of record, a letter of authorization on customer letterhead and signed by an authorized employee of the customer is required.

³ For multiple accounts/locations, attach a list detailing accounts, installation addresses and equipment.

⁴ If payment is to be made to an entity other than the Duke Energy customer of record or the vendor, a payment waiver is required and will be provided for customer signature.

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**Attachment 1 to Exhibit C
(Con't.)**

Upgrades For Duke Energy Outdoor Lighting Fixtures - Indiana

Select One	Measure Description	Fixture Replacement	Rebate per unit	Enter Quantity	Total Rebate Before Cap
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing up to 175 lamp wattage HID fixture	\$30/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing 176-250 lamp wattage HID fixture	\$50/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing 251-400 lamp wattage HID fixture	\$75/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> > 400 lamp wattage HID fixture \$200	\$200/fixture		

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BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 10 of 19

Date Exported: 3/4/2025

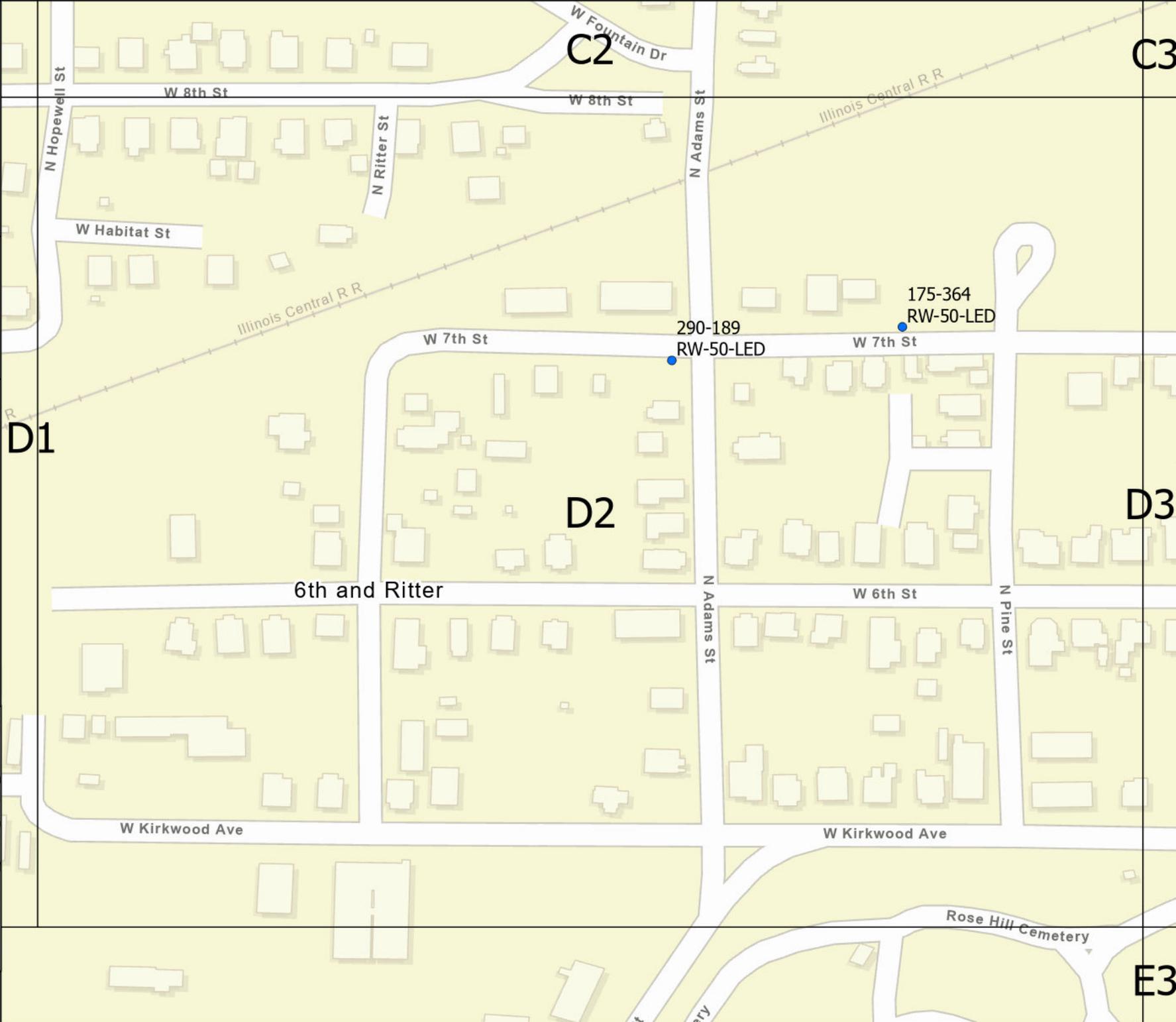
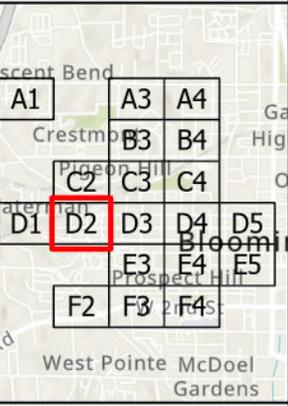
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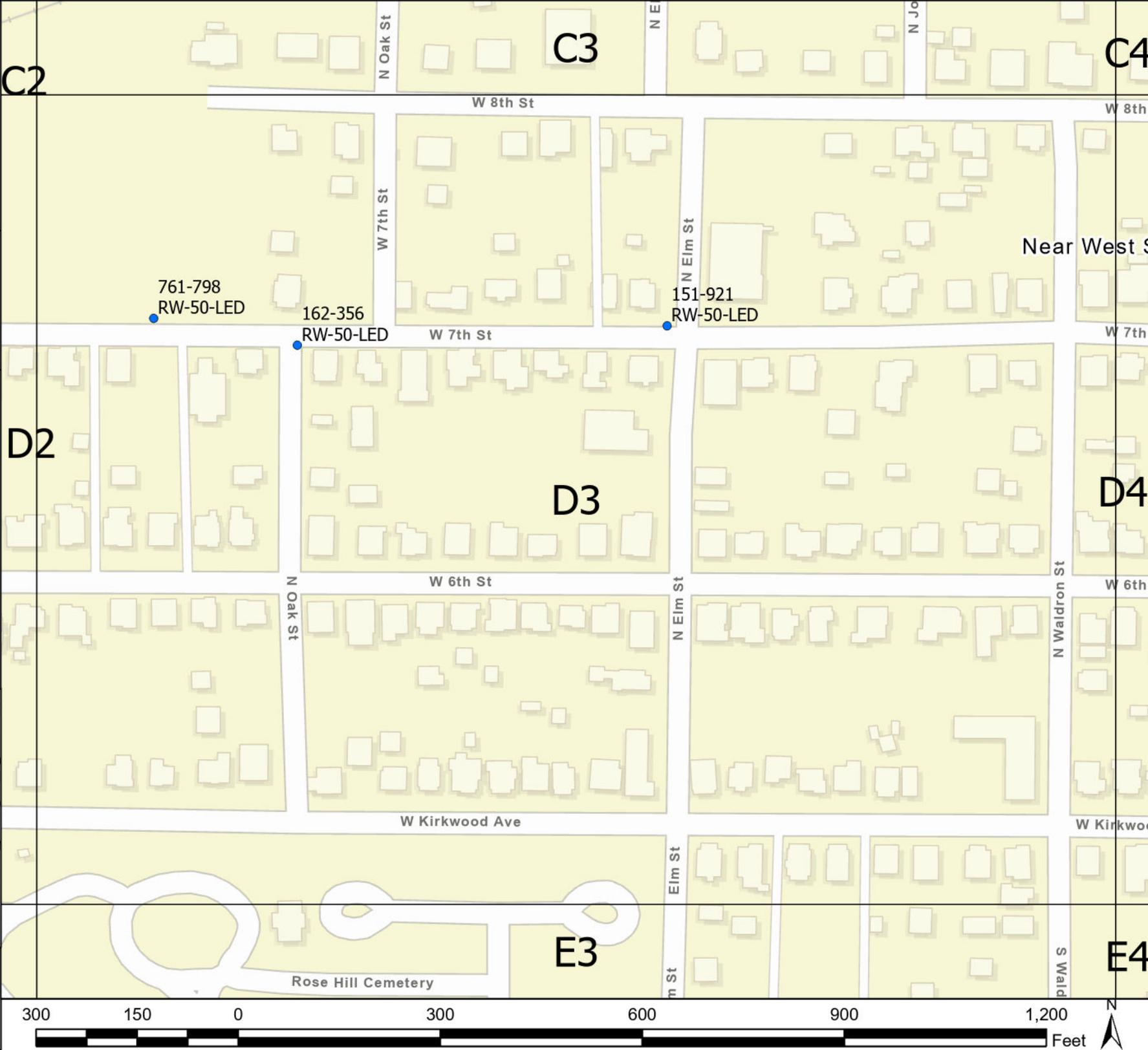
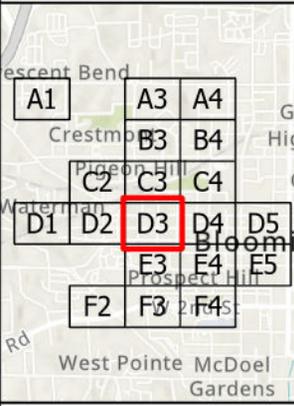
BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 11 of 19
Date Exported: 3/4/2025

NOTES:
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CONTACT:
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CHARLES (RICK) KNIGHTS
Page 12 of 19

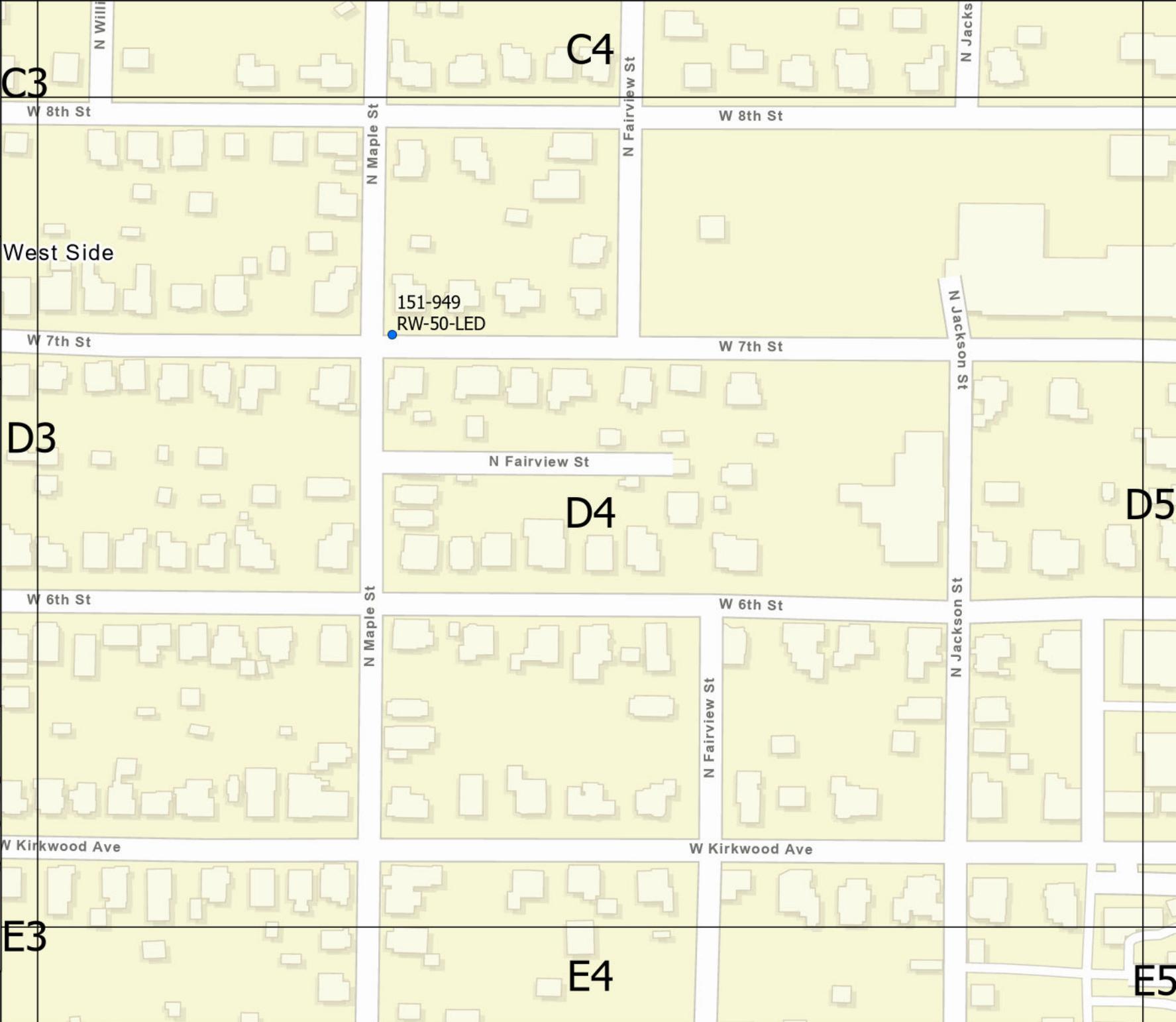
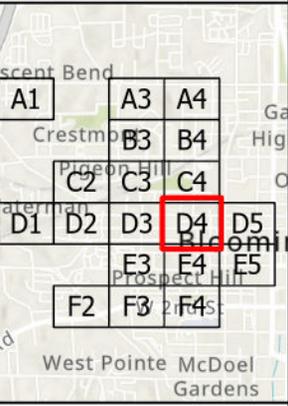
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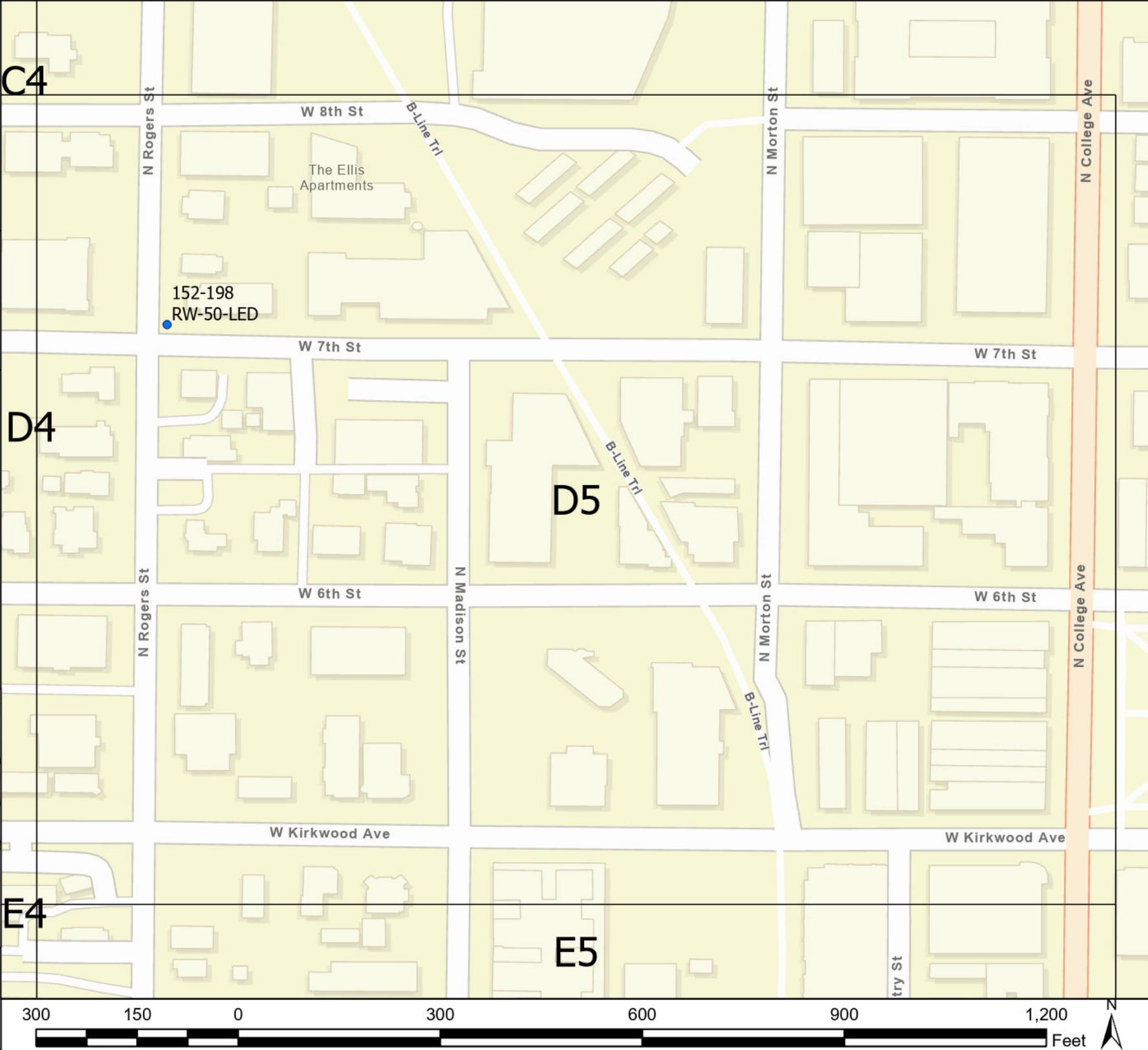
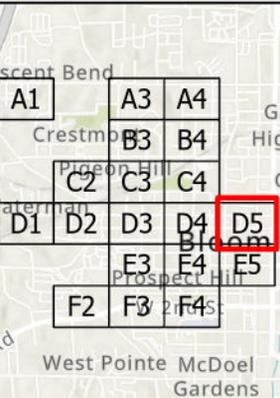
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Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Street Division

Staff Representative: Cheyenne Bowlen

Meeting Date: August 26, 2025

The following existing street light locations will be converted from older, legacy sodium vapor street lights to modern and efficient Light Emitting Diode (LED) technologies as part of the Department of Public Works (DPW) LED Light Conversion Program.

The streetlights will consist of LED full cut off roadway style fixtures mounted on existing poles. These lights will be leased through Duke Energy with the City paying for the equipment, and the ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the costs associated with street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W 10th St between N Adams St to W Cottage Grove Ave**
Fixture: Two (2) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$13.18
2. Location: **W 8th St between N Spring St to N Waldron St**
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36
3. Location: **W 7th St between N Ritter St to N Rogers St**
Fixture: Seven (7) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$46.13
4. Location: **W 4th St between S Elm St to S College Ave**
Fixture: Thirteen (13) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$89.07
5. Location: **W Kirkwood Ave between N Adams St and N Rogers St**
Fixture: Ten (10) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$93.94
6. Location: **W 2nd Street between S Adams Street to S Rogers Street**
Fixture: Eleven (11) LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$96.88



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: August 26, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at W 8th Street between N Spring Street and N Waldron Street

Contract Recipient/Vendor Name:	Duke Energy
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Cheyenne Bowlen
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	2047
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-670
Due Date For Signature:	August 26, 2025
Expiration Date of Contract:	2036
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$26.36
Funding Source:	2202-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Cheyenne Bowlen

Summary of Contract:

Location: W 8th St between N Spring St to N Waldron St
Fixture: Four (4)50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$26.36 MO

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

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

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

Cheyenne Bowlen

Asset Clerk

Street Division

Print/Type Name

Print/Type Title

Department



INDIANA LIGHTING SERVICE AGREEMENT

Customer Information:
ARD&SYC,WIND,CP CDRWD, SHER OAKS
CHEYENNE.BOWLEN@BLOOMINGTON.IN.G
OV ..

Project Information:
CITY OF BLOOMINGTON
BLOOMINGTON Indiana 47401-2433

Account Number:
9101 2294 9536

Installation Number:
7009600908

Work Order Number:
56837125

Duke Energy Representative Contact Info:
Zach Martin

This Lighting Service Agreement is hereby entered into this 14th day of February., 2025, between Duke Energy (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

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

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

Customer Print Name _____	Date Signed _____
Customer Signature _____	Date Signed _____
Duke Energy Representative <u>Jordan Anderson</u>	Date Signed <u>3/19/2025</u>

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



Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	\$26.36	\$0.00	\$0.00	\$3,163.20	\$26.36

Monthly Base Charges								
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total	
R	4	Light Fixture Cobra Drop Lens High Pressure Sodium 100W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
I	4	Light Fixture Roadway LED 50W Gray Type III 3000K	\$3.06	\$2.31	\$1.22	\$6.59	\$26.36	
		Subtotals:	\$0	\$0	\$0			
		Estimated Monthly Charge						\$26.36

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OUTDOOR LIGHTING LED SERVICE AGREEMENT

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

See Section I for lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts listed.

IN WITNESS WHEREOF, Company and Customer (each individually a "Party" or collectively the "Parties") hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Outdoor Lighting LED Service Agreement ("Agreement") is made and entered into by Duke Energy Indiana, LLC an Indiana limited liability corporation (hereafter, "Company"). Company is a subsidiary of Duke Energy Corporation. Neither Duke Energy Corporation nor any of its other subsidiaries and/or affiliated companies are parties to this Agreement.

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment ("Equipment") to provide, operate and maintain the System. In Company's sole discretion, the cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement.
- 1.2 Costs quoted excludes Commission approved tariff riders and sales tax.

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

<p>**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE</p> <p>Impact Watts = the energy used by the lamp watts plus ballast watts.</p>	
<p>a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.</p> <p>b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).</p>	<p>c. Annual kWh divided by twelve (12) months equals monthly kWh.</p> <p>d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.</p>

LIGHTING LAYOUT DESIGN DISCLAIMER

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

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SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are either the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the Company and the Customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. In Company's sole discretion, there may be assessed a monthly estimated energy usage based on either i) luminaire impact wattage and lamp source equally over twelve months (See Section I - A, above); ii) metered using actual energy usage plus a monthly meter charge; or iii) based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

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

SECTION IV. – SYSTEM MAINTENANCE

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

SECTION V. – PAYMENT

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

SECTION VI. – TERM OF AGREEMENT

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

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions governing the System are set forth in Exhibit "B" and incorporated herein by reference and made a part of this Agreement.
- 7.2 Supplementary Terms and Conditions governing certain NonResidential Smart Saver Program rebates and incentives (which Company makes available to certain Customers and which may be supplementary to the provision of the System) are set forth in Exhibit "C" and incorporated herein by reference and made a part of this Agreement.
- 7.3 This Agreement constitutes the final written expression between the Parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. Nothing herein shall preclude either Party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.4 This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the work is rendered without regard to its conflict of laws provisions.

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EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement, for any reason whatsoever, shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other work by Company.
2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
4. Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either Party by sixty (60) days prior written notice. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
5. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary; and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
6. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
7. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the Company. Company is not liable for any incidental, punitive, exemplary and/or consequential damages of any kind or nature arising under this Agreement COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
8. If a breach or default occurs, the non-breaching Party shall provide the breaching Party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching Party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching Party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching Party, at its sole discretion, shall provide notice to the breaching Party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, pandemics or epidemics, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
9. Customer desiring a Company-installed System on a public right-of-way or on other property not under Customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining all easements and/or all applicable property rights.
10. Company reserves the right to refuse to install Company Equipment on another's property; however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System Equipment.
11. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned Equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If, in Company's sole discretion, the structure becomes unsuitable, or unsafe to support Company-owned Equipment, the Company retains the right to remove the Equipment from the structure. If Company Equipment is removed under these conditions, Customer shall pay Company a pro-rated amount for the removed Equipment plus removal costs minus salvage value.
12. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount (if any) to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New Equipment added to the System will require a new Agreement.
13. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
14. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns
15. Each Party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
16. No delay of or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
17. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

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

EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS

These Supplementary Terms and Conditions (the "Supplementary Terms and Conditions") shall apply to all Nonresidential Smart Saver® Program ("Program") Customer applications for i) Program pre-approval or pre-qualification, and ii) all applications for Program rebates/incentive payments; both applications as set forth herein as Attachment 1 to Exhibit C (collectively termed the "Application").

Program Rebate/Incentive Eligibility

- Only nonresidential Customer premises served by an active Company electric account that are eligible under applicable state regulations and are opted into the applicable Energy Efficiency Rider are eligible. Customers may call 866.380.9580 to verify eligibility. Written Customer consent is required to release eligibility status to a third party.
- Any Equipment which, either separately or as part of a project, has received a rebate/incentive from the Program or any other Company program is ineligible.
- Equipment and/or services provided to the Customer for free are not eligible for rebate/incentive payments. In no case will Company pay a rebate/incentive in excess of the actual cost of the new Equipment.
- If a Customer application is received with incomplete or inaccurate information, Company will notify the Customer(s). In order to be eligible for rebates/incentives, corrected applications must be resubmitted to Company by the end of the calendar year in which the original Application was submitted or within 90 days, whichever is later.
- To be eligible for rebates/incentives, the Customer who is receiving the rebate/incentive may be required to provide a Social Security number as the federal tax identification number for tax purposes and must sign and return the "Customer Consent to Release Personal Information" form ("Consent Form"), which will be provided by Company.

Program Monitoring, Verification, and Right to Inspect

- Company may require verification of both the sales transaction and Equipment installation and operability prior to any Program rebate/incentive payment.
- If monitoring of the Equipment is required by Company, payments will be based on the verified savings as measured by Company.
- Company may conduct random site inspections of the Equipment both prior to and after completion to verify scope and operability, and obtain information needed to determine the rebate/incentive.

Program Rebate/Incentive Payment

- Applications for payment, along with the required documentation, must be submitted within 90 calendar days of Equipment installation and operability.
- Program rebates/Incentives will not be paid until the eligible Equipment has been installed, is able to operate, and, if required by Company, Company has completed verification as set forth in "Program Monitoring, Verification and Right to Inspect" above.
- The Customer's account must be active and eligible throughout the process of Application review and rebate/incentive payment. Rebate/Incentive payments will not be issued on inactive accounts. A waiver signed by the original Customer is required if the Customer of record changes prior to rebate/incentive payment.
- The Customer assumes all responsibilities for any and all tax liabilities resulting from Company rebate/incentive payment.
- By accepting the Program rebate/incentive payment, the Customer agrees to transfer to Company the rights to all Attributes of the Equipment or its operation. Attributes include, but are not limited to, any and all credits, benefits, emissions reductions, offsets and allowances resulting from the avoidance of the emission of any substance into the air, soil or water at or by Company generating facilities through reduced generation of energy or other savings or offsets resulting from the Equipment. The Customer will not claim ownership of any Attributes. Additionally, the Customer will transfer to Company the right to bid any energy efficiency, coincident demand and demand response resources associated with the projects into regional transmission organization (RTO) or independent system operator (ISO) markets.
- Company may withhold payment if the Equipment is no longer in operation in the applicable jurisdiction.

Program Disclaimers; Release of Liability

- The Company, in its sole discretion, reserves the right to change (at any time) the Program Rebate/Incentive levels and/or qualifying efficiency levels. In addition, Company (in its sole discretion) retains the right to adjust or terminate the approved Program rebate/incentive amount at any time whether due to regulatory requirements, measurement, verification and evaluation results, codes and standards, Equipment pricing, or for any other reason.
- Company reserves the right to limit Program rebate/incentive funds to a first-come, first-served basis.

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

EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)**Program Customer Certification**

As evidenced by Customer's signature below, Customer herein certifies as follows:

- a. *that the premise for which Customer is applying for Program rebates/incentives is served by Company (or an affiliate of Company)*
- b. *that the Customer information provided herein is accurate and complete;*
- c. *that Customer has purchased and installed the Equipment (indicated herein) for the business facility listed herein and not for resale;*
- d. *that the proposed rebate/incentive payment from Company is subject to change based on verification and Company approval;*
- e. *That Customer agrees to Company's verification of both the sales transaction and Equipment installation which may include a site inspection from a Company representative or Company agent;*
- f. *that Customer is not allowed to receive more than one Program rebate/incentive from Company on any piece of Equipment;*
- g. *that Customer's participation in the Program may be taxable;*
- h. *that Customer is solely responsible for paying all taxes;*
- i. *that Company does not endorse any particular manufacturer, product or system design within the Program;*
- j. *that Customer understands and agrees that: i) to the extent Company has acquired any applicable underlying manufacturer Equipment warranties ("Manufacturer Warranties"), Company (and not Customer) shall directly engage the underlying manufacturer to secure applicable remedies for the Customer for the duration of the Manufacturer Warranties; and ii) following expiration of any Manufacturer Warranties, Company does not expressly or implicitly offer any other warranties and does not warrant the performance of any installed Equipment ; and*
- k. *that Company does not warrant that the installed Equipment meets applicable building codes or safety standards*

Program Customer Indemnification

As evidenced by the Customer's signature below, Customer herein further agrees as follows:

Customer shall indemnify, defend, hold harmless and release Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against all claims, demands, causes of actions, liabilities, losses, damages and/or expenses (including reasonable attorney fees) resulting from (or alleged to result from) the installation, operation and/or disposal of the Equipment (and related materials) covered herein; including all liability from incidental, punitive, exemplary and/or consequential damages.

Program Miscellaneous Provisions

- a) *If any part, term, or provision of this Exhibit C is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.*
- b) *This Exhibit C contains the entire agreement of the Parties relating to the Program and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing (whether written or oral) pertaining to the Program. This Exhibit C may only be modified by a written agreement signed by both Parties expressly modifying Exhibit C.*
- c) *All Disclaimer, Certifications, Liability and/or Indemnification provisions set forth in Exhibit C shall survive the termination, cancellation, or expiration of Exhibit C and of the Agreement. In the event of a Program related conflict between the terms of the Agreement and the terms of Exhibit C, the terms of Exhibit C shall govern.*
- d) *This Exhibit C, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.*
- e) *Each party to this Exhibit C represents that it is sophisticated and capable of understanding all of the terms of this Exhibit C, that it has had an opportunity to review this Exhibit C with its counsel, and that it enters this Exhibit C with full knowledge of the terms of this Exhibit C.*
- f) *No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Exhibit C shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.*
- g) *Neither Party shall assign this Exhibit C without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Exhibit C. PROVIDED, THAT the Company may assign this Exhibit C to its parent or any subsidiary entity or to an affiliate.*

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



EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)

Program Attestation

By signing below, I _____ [Customer name] agree to the following.

- I do hereby consent to Company disclosing my Account Number and/or Federal Tax ID Number to its subcontractors solely for the purpose of administering Company's Smart \$aver Business program. I understand that such subcontractors are contractually bound to otherwise maintain my Company Account Number and/or Federal Tax ID Number in the strictest of confidence.
- I have read and agree to the Supplemental Terms and Conditions of the Program
- I certify that I meet the eligibility requirements of the Program, as applicable, and that all information provided within my Application is correct to the best of my knowledge.
- I certify that the taxpayer identification number provided in my Application is current and correct. I am not subject to backup withholding because: (a) I am exempt from backup withholding; (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding. I am a U.S. citizen (includes a U.S. resident alien).

CUSTOMER SIGNATURE REQUIRED

By signing below, I certify that I have read and agree to the terms of the Program as set forth in Exhibit C (Supplemental Terms and Conditions) which encompasses all Program Attestations, Certifications, Disclaimers, Release of Liability and Indemnification obligations; all as set forth herein.

Customer Signature			
Print Name		Date	



Attachment 1 to Exhibit C

1. Contact Information

Duke Energy Customer				
Customer Company Name ¹		Contact Name	<input type="checkbox"/> Customer's Agent ²	
Office Phone		Mobile Phone		
Email Address				
Duke Energy Account Number(s) for Installation Address ³				
Installation Street Address				
City		State		ZIP Code

2. Payment Information

Payment Information				
Who should receive rebate/incentive payment ⁴	<input type="checkbox"/> Customer	<input type="checkbox"/> (Customer must sign authorization on page 20)		
Payment Mailing Address				
City		State	ZIP Code	
Provide Tax ID number and W-9 (v2014 or later) for Customer	Customer Tax ID No.			

Complete all requested information. Check each box to indicate completion of the following program requirements:

- All sections of application
- Tax ID number for Customer
- W-9 for Customer Customer
- agrees to terms and conditions

¹Customer information should match the Duke Energy customer of record and W-9 form provided with this application. If the customer entity is a business affiliate of the Duke Energy customer of record, documentation must be provided that demonstrates the business affiliation.
² If an outside agent is acting on behalf of the Duke Energy customer of record, a letter of authorization on customer letterhead and signed by an authorized employee of the customer is required.
³ For multiple accounts/locations, attach a list detailing accounts, installation addresses and equipment.
⁴ If payment is to be made to an entity other than the Duke Energy customer of record or the vendor, a payment waiver is required and will be provided for customer signature.

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



**Attachment 1 to Exhibit C
(Con't.)**

Upgrades For Duke Energy Outdoor Lighting Fixtures - Indiana

Select One	Measure Description	Fixture Replacement	Rebate per unit	Enter Quantity	Total Rebate Before Cap
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing up to 175 lamp wattage HID fixture	\$30/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing 176-250 lamp wattage HID fixture	\$50/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing 251-400 lamp wattage HID fixture	\$75/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> > 400 lamp wattage HID fixture \$200	\$200/fixture		

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

BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 9 of 19

Date Exported: 3/4/2025

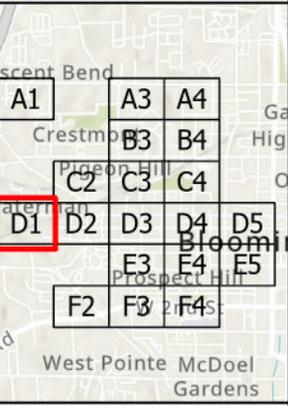
NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCCELL

_56837125

WATTS

- 50
- <all other values>

GRID



BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 10 of 19

Date Exported: 3/4/2025

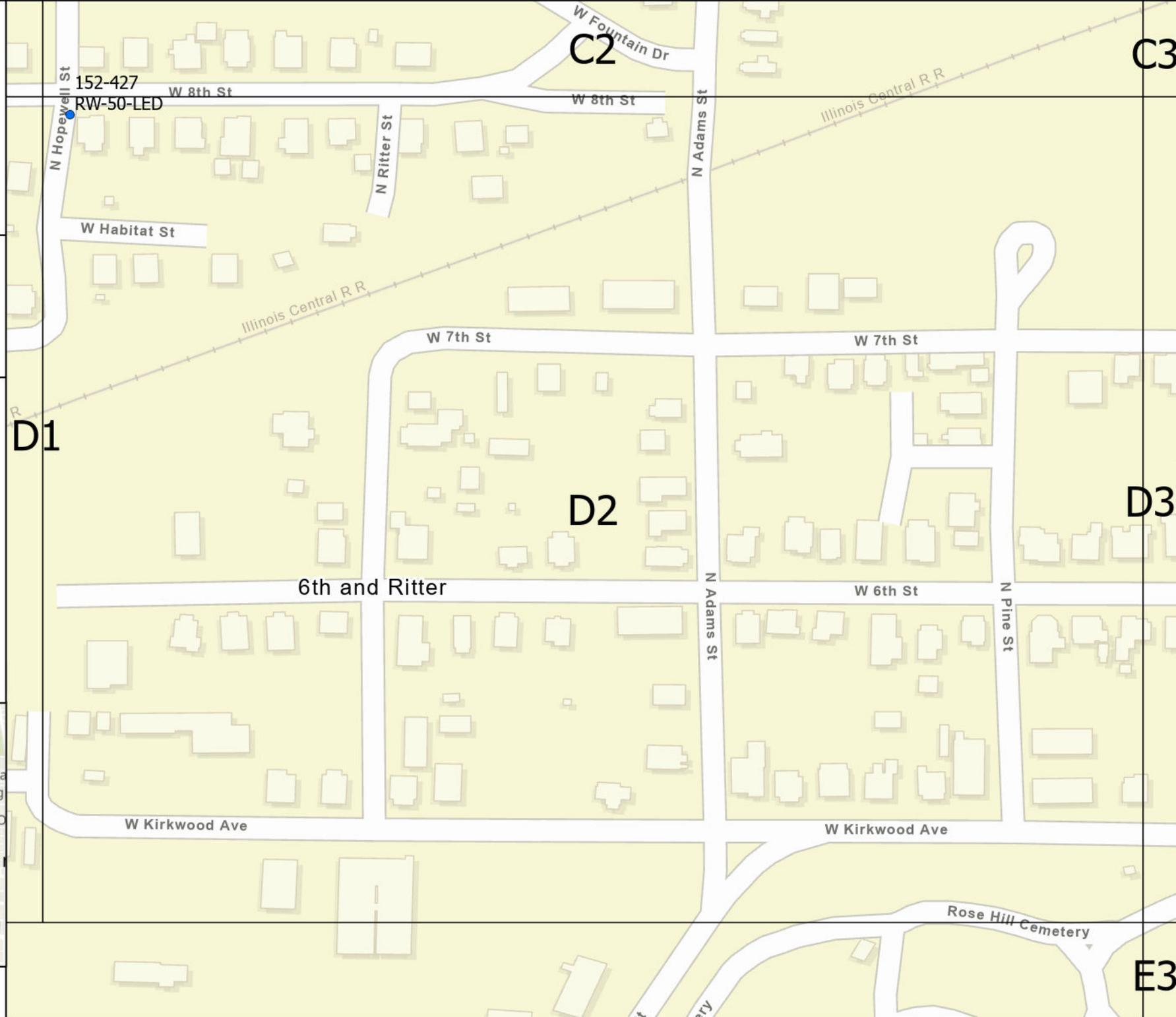
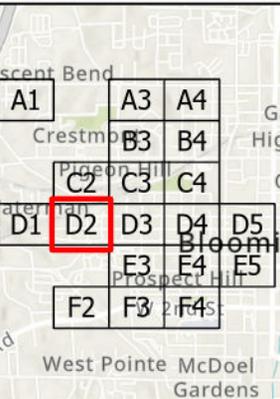
NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCCELL

_56837125

WATTS

- 50
- <all other values>

GRID



BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 11 of 19

Date Exported: 3/4/2025

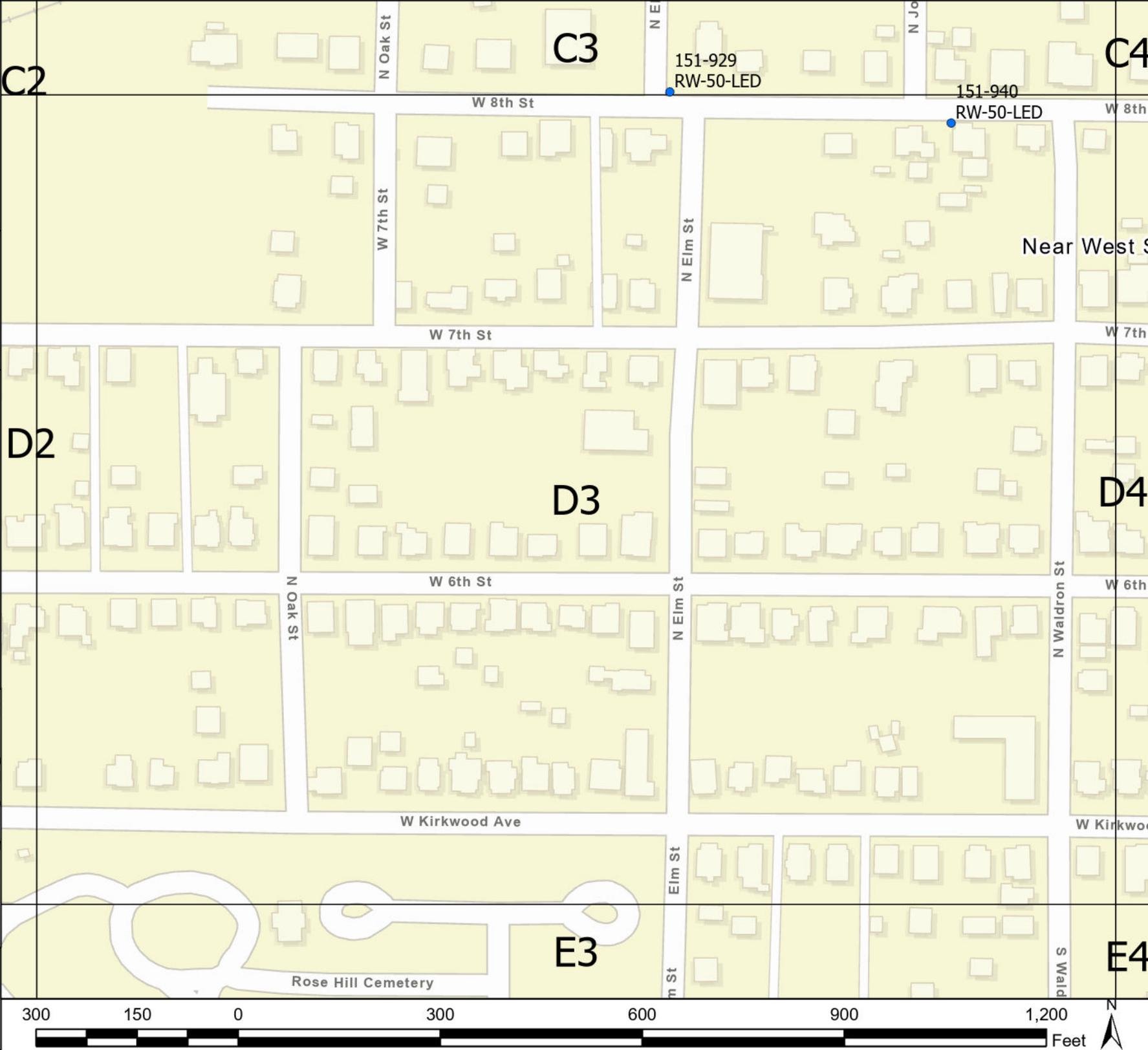
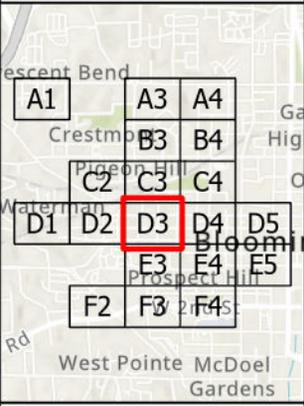
NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCCELL

_56837125

WATTS

- 50
- <all other values>

GRID





Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Street Division

Staff Representative: Cheyenne Bowlen

Meeting Date: August 26, 2025

The following existing street light locations will be converted from older, legacy sodium vapor street lights to modern and efficient Light Emitting Diode (LED) technologies as part of the Department of Public Works (DPW) LED Light Conversion Program.

The streetlights will consist of LED full cut off roadway style fixtures mounted on existing poles. These lights will be leased through Duke Energy with the City paying for the equipment, and the ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the costs associated with street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W 10th St between N Adams St to W Cottage Grove Ave**
Fixture: Two (2) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$13.18
2. Location: **W 8th St between N Spring St to N Waldron St**
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36
3. Location: **W 7th St between N Ritter St to N Rogers St**
Fixture: Seven (7) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$46.13
4. Location: **W 4th St between S Elm St to S College Ave**
Fixture: Thirteen (13) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$89.07
5. Location: **W Kirkwood Ave between N Adams St and N Rogers St**
Fixture: Ten (10) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$93.94
6. Location: **W 2nd Street between S Adams Street to S Rogers Street**
Fixture: Eleven (11) LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$96.88



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: August 26, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at W 10th Street between N Adams St and W Cottage Grove Ave

Contract Recipient/Vendor Name:	Duke Energy
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Cheyenne Bowlen
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	2047
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-669
Due Date For Signature:	August 26, 2025
Expiration Date of Contract:	2036
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$13.18
Funding Source:	2202-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Cheyenne Bowlen

Summary of Contract:

Location: W 10th St between N Adams St to W Cottage Grove Ave
Fixture: Two (2) 50W LED Roadway fixtures mounted on exiting poles
Estimated Monthly Charge: \$13.18

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$13.18 MO

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

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

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

Cheyenne Bowlen

Asset Clerk

Street Division

Print/Type Name

Print/Type Title

Department



INDIANA LIGHTING SERVICE AGREEMENT

Customer Information:
ARD&SYC,WIND,CP CDRWD, SHER OAKS
CHEYENNE.BOWLEN@BLOOMINGTON.IN.G
OV ..

Project Information:
CITY OF BLOOMINGTON
BLOOMINGTON Indiana 47401-2433

Account Number:
9101 2294 9536

Installation Number:
7009600908

Work Order Number:
56699130

Duke Energy Representative Contact Info:
Zach Martin

This Lighting Service Agreement is hereby entered into this 14th day of February., 2025, between Duke Energy (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

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

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

Customer Print Name _____	Date Signed _____
Customer Signature _____	Date Signed _____
Duke Energy Representative <u>Jordan Anderson</u>	Date Signed <u>3/19/2025</u>

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



Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	\$13.18	\$0.00	\$0.00	\$1,581.60	\$13.18

Monthly Base Charges								
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total	
R	3	Light Fixture Cobra Drop Lens High Pressure Sodium 100W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
I	2	Light Fixture Roadway LED 50W Gray Type III 3000K	\$3.06	\$2.31	\$1.22	\$6.59	\$13.18	
		Subtotals:	\$0	\$0	\$0			
		Estimated Monthly Charge						\$13.18

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OUTDOOR LIGHTING LED SERVICE AGREEMENT

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

See Section I for lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts listed.

IN WITNESS WHEREOF, Company and Customer (each individually a "Party" or collectively the "Parties") hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Outdoor Lighting LED Service Agreement ("Agreement") is made and entered into by Duke Energy Indiana, LLC an Indiana limited liability corporation (hereafter, "Company"). Company is a subsidiary of Duke Energy Corporation. Neither Duke Energy Corporation nor any of its other subsidiaries and/or affiliated companies are parties to this Agreement.

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment ("Equipment") to provide, operate and maintain the System. In Company's sole discretion, the cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement.
- 1.2 Costs quoted excludes Commission approved tariff riders and sales tax.

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

<p>**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE</p> <p>Impact Watts = the energy used by the lamp watts plus ballast watts.</p>	
<p>a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.</p> <p>b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).</p>	<p>c. Annual kWh divided by twelve (12) months equals monthly kWh.</p> <p>d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.</p>

LIGHTING LAYOUT DESIGN DISCLAIMER

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

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SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are either the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the Company and the Customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. In Company's sole discretion, there may be assessed a monthly estimated energy usage based on either i) luminaire impact wattage and lamp source equally over twelve months (See Section I - A, above); ii) metered using actual energy usage plus a monthly meter charge; or iii) based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

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

SECTION IV. – SYSTEM MAINTENANCE

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

SECTION V. – PAYMENT

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

SECTION VI. – TERM OF AGREEMENT

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

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions governing the System are set forth in Exhibit "B" and incorporated herein by reference and made a part of this Agreement.
- 7.2 Supplementary Terms and Conditions governing certain NonResidential Smart Saver Program rebates and incentives (which Company makes available to certain Customers and which may be supplementary to the provision of the System) are set forth in Exhibit "C" and incorporated herein by reference and made a part of this Agreement.
- 7.3 This Agreement constitutes the final written expression between the Parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. Nothing herein shall preclude either Party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.4 This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the work is rendered without regard to its conflict of laws provisions.

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

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement, for any reason whatsoever, shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other work by Company.
2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
4. Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either Party by sixty (60) days prior written notice. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
5. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary; and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
6. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
7. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the Company. Company is not liable for any incidental, punitive, exemplary and/or consequential damages of any kind or nature arising under this Agreement COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
8. If a breach or default occurs, the non-breaching Party shall provide the breaching Party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching Party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching Party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching Party, at its sole discretion, shall provide notice to the breaching Party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, pandemics or epidemics, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
9. Customer desiring a Company-installed System on a public right-of-way or on other property not under Customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining all easements and/or all applicable property rights.
10. Company reserves the right to refuse to install Company Equipment on another's property; however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System Equipment.
11. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned Equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If, in Company's sole discretion, the structure becomes unsuitable, or unsafe to support Company-owned Equipment, the Company retains the right to remove the Equipment from the structure. If Company Equipment is removed under these conditions, Customer shall pay Company a pro-rated amount for the removed Equipment plus removal costs minus salvage value.
12. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount (if any) to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New Equipment added to the System will require a new Agreement.
13. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
14. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns
15. Each Party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
16. No delay of or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
17. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

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EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS

These Supplementary Terms and Conditions (the "Supplementary Terms and Conditions") shall apply to all Nonresidential Smart Saver® Program ("Program") Customer applications for i) Program pre-approval or pre-qualification, and ii) all applications for Program rebates/incentive payments; both applications as set forth herein as Attachment 1 to Exhibit C (collectively termed the "Application").

Program Rebate/Incentive Eligibility

- Only nonresidential Customer premises served by an active Company electric account that are eligible under applicable state regulations and are opted into the applicable Energy Efficiency Rider are eligible. Customers may call 866.380.9580 to verify eligibility. Written Customer consent is required to release eligibility status to a third party.
- Any Equipment which, either separately or as part of a project, has received a rebate/incentive from the Program or any other Company program is ineligible.
- Equipment and/or services provided to the Customer for free are not eligible for rebate/incentive payments. In no case will Company pay a rebate/incentive in excess of the actual cost of the new Equipment.
- If a Customer application is received with incomplete or inaccurate information, Company will notify the Customer(s). In order to be eligible for rebates/incentives, corrected applications must be resubmitted to Company by the end of the calendar year in which the original Application was submitted or within 90 days, whichever is later.
- To be eligible for rebates/incentives, the Customer who is receiving the rebate/incentive may be required to provide a Social Security number as the federal tax identification number for tax purposes and must sign and return the "Customer Consent to Release Personal Information" form ("Consent Form"), which will be provided by Company.

Program Monitoring, Verification, and Right to Inspect

- Company may require verification of both the sales transaction and Equipment installation and operability prior to any Program rebate/incentive payment.
- If monitoring of the Equipment is required by Company, payments will be based on the verified savings as measured by Company.
- Company may conduct random site inspections of the Equipment both prior to and after completion to verify scope and operability, and obtain information needed to determine the rebate/incentive.

Program Rebate/Incentive Payment

- Applications for payment, along with the required documentation, must be submitted within 90 calendar days of Equipment installation and operability.
- Program rebates/Incentives will not be paid until the eligible Equipment has been installed, is able to operate, and, if required by Company, Company has completed verification as set forth in "Program Monitoring, Verification and Right to Inspect" above.
- The Customer's account must be active and eligible throughout the process of Application review and rebate/incentive payment. Rebate/Incentive payments will not be issued on inactive accounts. A waiver signed by the original Customer is required if the Customer of record changes prior to rebate/incentive payment.
- The Customer assumes all responsibilities for any and all tax liabilities resulting from Company rebate/incentive payment.
- By accepting the Program rebate/incentive payment, the Customer agrees to transfer to Company the rights to all Attributes of the Equipment or its operation. Attributes include, but are not limited to, any and all credits, benefits, emissions reductions, offsets and allowances resulting from the avoidance of the emission of any substance into the air, soil or water at or by Company generating facilities through reduced generation of energy or other savings or offsets resulting from the Equipment. The Customer will not claim ownership of any Attributes. Additionally, the Customer will transfer to Company the right to bid any energy efficiency, coincident demand and demand response resources associated with the projects into regional transmission organization (RTO) or independent system operator (ISO) markets.
- Company may withhold payment if the Equipment is no longer in operation in the applicable jurisdiction.

Program Disclaimers; Release of Liability

- The Company, in its sole discretion, reserves the right to change (at any time) the Program Rebate/Incentive levels and/or qualifying efficiency levels. In addition, Company (in its sole discretion) retains the right to adjust or terminate the approved Program rebate/incentive amount at any time whether due to regulatory requirements, measurement, verification and evaluation results, codes and standards, Equipment pricing, or for any other reason.
- Company reserves the right to limit Program rebate/incentive funds to a first-come, first-served basis.

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EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)**Program Customer Certification**

As evidenced by Customer's signature below, Customer herein certifies as follows:

- a. *that the premise for which Customer is applying for Program rebates/incentives is served by Company (or an affiliate of Company)*
- b. *that the Customer information provided herein is accurate and complete;*
- c. *that Customer has purchased and installed the Equipment (indicated herein) for the business facility listed herein and not for resale;*
- d. *that the proposed rebate/incentive payment from Company is subject to change based on verification and Company approval;*
- e. *That Customer agrees to Company's verification of both the sales transaction and Equipment installation which may include a site inspection from a Company representative or Company agent;*
- f. *that Customer is not allowed to receive more than one Program rebate/incentive from Company on any piece of Equipment;*
- g. *that Customer's participation in the Program may be taxable;*
- h. *that Customer is solely responsible for paying all taxes;*
- i. *that Company does not endorse any particular manufacturer, product or system design within the Program;*
- j. *that Customer understands and agrees that: i) to the extent Company has acquired any applicable underlying manufacturer Equipment warranties ("Manufacturer Warranties"), Company (and not Customer) shall directly engage the underlying manufacturer to secure applicable remedies for the Customer for the duration of the Manufacturer Warranties; and ii) following expiration of any Manufacturer Warranties, Company does not expressly or implicitly offer any other warranties and does not warrant the performance of any installed Equipment ; and*
- k. *that Company does not warrant that the installed Equipment meets applicable building codes or safety standards*

Program Customer Indemnification

As evidenced by the Customer's signature below, Customer herein further agrees as follows:

Customer shall indemnify, defend, hold harmless and release Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against all claims, demands, causes of actions, liabilities, losses, damages and/or expenses (including reasonable attorney fees) resulting from (or alleged to result from) the installation, operation and/or disposal of the Equipment (and related materials) covered herein; including all liability from incidental, punitive, exemplary and/or consequential damages.

Program Miscellaneous Provisions

- a) *If any part, term, or provision of this Exhibit C is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.*
- b) *This Exhibit C contains the entire agreement of the Parties relating to the Program and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing (whether written or oral) pertaining to the Program. This Exhibit C may only be modified by a written agreement signed by both Parties expressly modifying Exhibit C.*
- c) *All Disclaimer, Certifications, Liability and/or Indemnification provisions set forth in Exhibit C shall survive the termination, cancellation, or expiration of Exhibit C and of the Agreement. In the event of a Program related conflict between the terms of the Agreement and the terms of Exhibit C, the terms of Exhibit C shall govern.*
- d) *This Exhibit C, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.*
- e) *Each party to this Exhibit C represents that it is sophisticated and capable of understanding all of the terms of this Exhibit C, that it has had an opportunity to review this Exhibit C with its counsel, and that it enters this Exhibit C with full knowledge of the terms of this Exhibit C.*
- f) *No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Exhibit C shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.*
- g) *Neither Party shall assign this Exhibit C without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Exhibit C. PROVIDED, THAT the Company may assign this Exhibit C to its parent or any subsidiary entity or to an affiliate.*

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EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)

Program Attestation

By signing below, I _____ [Customer name] agree to the following.

- I do hereby consent to Company disclosing my Account Number and/or Federal Tax ID Number to its subcontractors solely for the purpose of administering Company's Smart \$aver Business program. I understand that such subcontractors are contractually bound to otherwise maintain my Company Account Number and/or Federal Tax ID Number in the strictest of confidence.
- I have read and agree to the Supplemental Terms and Conditions of the Program
- I certify that I meet the eligibility requirements of the Program, as applicable, and that all information provided within my Application is correct to the best of my knowledge.
- I certify that the taxpayer identification number provided in my Application is current and correct. I am not subject to backup withholding because: (a) I am exempt from backup withholding; (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding. I am a U.S. citizen (includes a U.S. resident alien).

CUSTOMER SIGNATURE REQUIRED

By signing below, I certify that I have read and agree to the terms of the Program as set forth in Exhibit C (Supplemental Terms and Conditions) which encompasses all Program Attestations, Certifications, Disclaimers, Release of Liability and Indemnification obligations; all as set forth herein.

Customer Signature			
Print Name		Date	

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Attachment 1 to Exhibit C

1. Contact Information

Duke Energy Customer				
Customer Company Name ¹		Contact Name	<input type="checkbox"/> Customer's Agent ²	
Office Phone		Mobile Phone		
Email Address				
Duke Energy Account Number(s) for Installation Address ³				
Installation Street Address				
City		State		ZIP Code

2. Payment Information

Payment Information				
Who should receive rebate/incentive payment ⁴	<input type="checkbox"/> Customer	<input type="checkbox"/> (Customer must sign authorization on page 20)		
Payment Mailing Address				
City		State	ZIP Code	
Provide Tax ID number and W-9 (v2014 or later) for Customer	Customer Tax ID No.			

Complete all requested information. Check each box to indicate completion of the following program requirements:

- All sections of application
- Tax ID number for Customer
- W-9 for Customer Customer
- agrees to terms and conditions

¹Customer information should match the Duke Energy customer of record and W-9 form provided with this application. If the customer entity is a business affiliate of the Duke Energy customer of record, documentation must be provided that demonstrates the business affiliation.
² If an outside agent is acting on behalf of the Duke Energy customer of record, a letter of authorization on customer letterhead and signed by an authorized employee of the customer is required.
³ For multiple accounts/locations, attach a list detailing accounts, installation addresses and equipment.
⁴ If payment is to be made to an entity other than the Duke Energy customer of record or the vendor, a payment waiver is required and will be provided for customer signature.

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**Attachment 1 to Exhibit C
(Con't.)**

Upgrades For Duke Energy Outdoor Lighting Fixtures - Indiana

Select One	Measure Description	Fixture Replacement	Rebate per unit	Enter Quantity	Total Rebate Before Cap
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing up to 175 lamp wattage HID fixture	\$30/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing 176-250 lamp wattage HID fixture	\$50/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing 251-400 lamp wattage HID fixture	\$75/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> > 400 lamp wattage HID fixture \$200	\$200/fixture		

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**BLOOMINGTON, IN
LED INSTALLS**

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 6 of 19

Date Exported: 3/4/2025

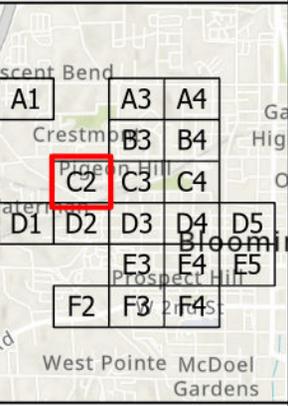
NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCELL

_56699130

WATTS

- 50
- <all other values>

□ GRID



**BLOOMINGTON, IN
LED INSTALLS**

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 7 of 19

Date Exported: 3/4/2025

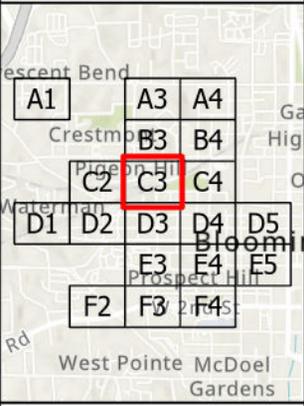
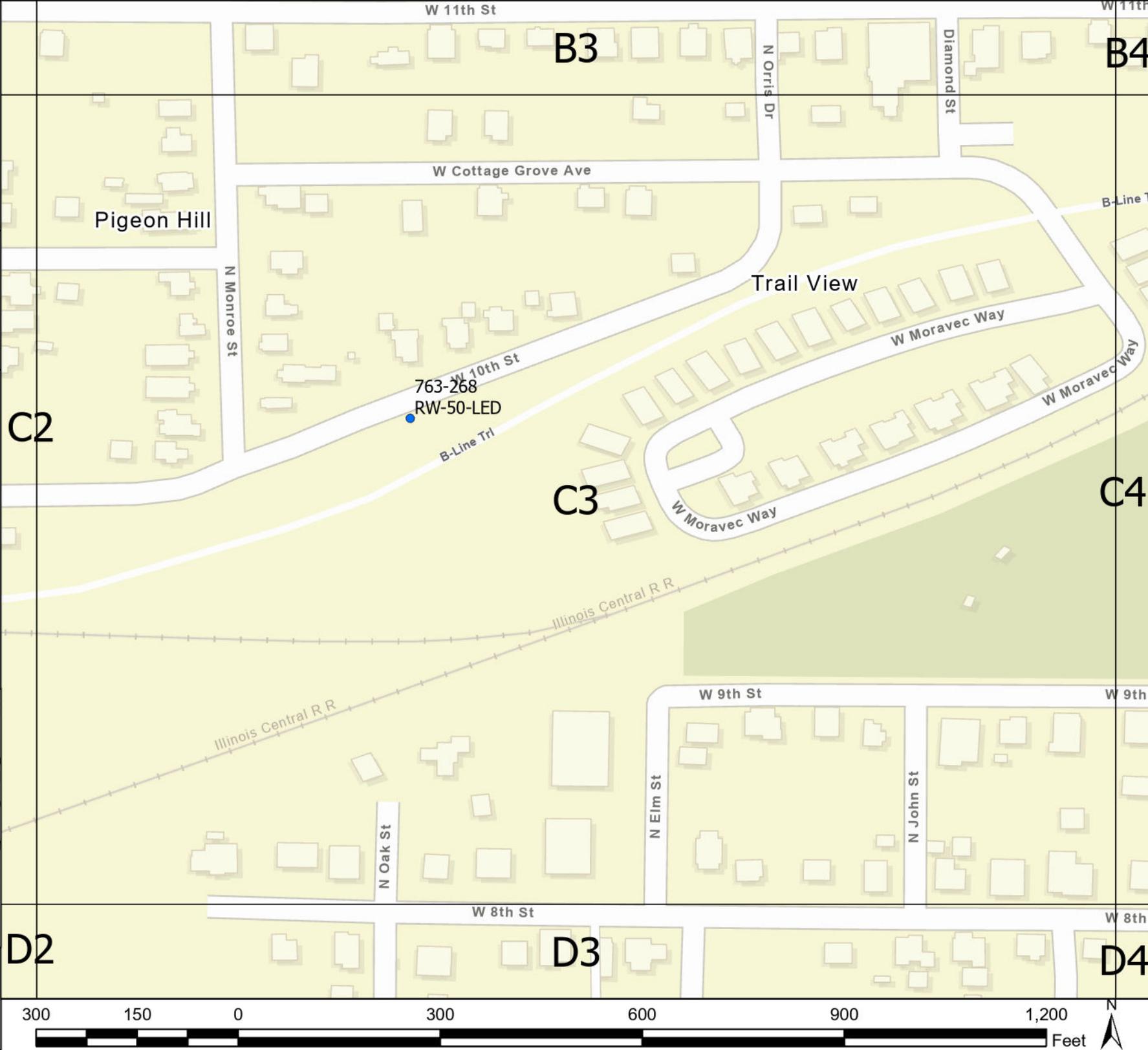
NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCCELL

56699130

WATTS

- 50
- <all other values>

□ GRID





Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Street Division

Staff Representative: Cheyenne Bowlen

Meeting Date: August 26, 2025

The following existing street light locations will be converted from older, legacy sodium vapor street lights to modern and efficient Light Emitting Diode (LED) technologies as part of the Department of Public Works (DPW) LED Light Conversion Program.

The streetlights will consist of LED full cut off roadway style fixtures mounted on existing poles. These lights will be leased through Duke Energy with the City paying for the equipment, and the ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the costs associated with street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W 10th St between N Adams St to W Cottage Grove Ave**
Fixture: Two (2) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$13.18
2. Location: **W 8th St between N Spring St to N Waldron St**
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36
3. Location: **W 7th St between N Ritter St to N Rogers St**
Fixture: Seven (7) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$46.13
4. Location: **W 4th St between S Elm St to S College Ave**
Fixture: Thirteen (13) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$89.07
5. Location: **W Kirkwood Ave between N Adams St and N Rogers St**
Fixture: Ten (10) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$93.94
6. Location: **W 2nd Street between S Adams Street to S Rogers Street**
Fixture: Eleven (11) LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$96.88



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: August 26, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at W Kirkwood Ave between N Adams Street and N Rogers Street

Contract Recipient/Vendor Name:	Duke Energy
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Cheyenne Bowlen
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	2047
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-680
Due Date For Signature:	August 26, 2025
Expiration Date of Contract:	2036
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$93.94
Funding Source:	2202-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Cheyenne Bowlen

Summary of Contract:

Location: **W Kirkwood Ave between N Adams St and N Rogers St**
Fixture: Ten (10) LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$93.94

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$93.94 MO

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

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

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

 Cheyenne Bowlen

Print/Type Name

 Asset Clerk

Print/Type Title

 Street Division

Department



INDIANA LIGHTING SERVICE AGREEMENT

Customer Information:
ARD&SYC,WIND,CP CDRWD, SHER OAKS
CHEYENNE.BOWLEN@BLOOMINGTON.IN.GOV
..

Project Information:
CITY OF BLOOMINGTON
BLOOMINGTON Indiana 47401-2433

Account Number:
9101 2294 9536

Installation Number:
7009600908

Work Order Number:
56865988

Duke Energy Representative Contact Info:
Zach Martin

This Lighting Service Agreement is hereby entered into this 14th day of February., 2025, between Duke Energy (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

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

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

Customer Print Name _____	Date Signed _____
Customer Signature _____	Date Signed _____
Duke Energy Representative <u>Jordan Anderson</u>	Date Signed <u>3/19/2025</u>

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



Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	\$93.94	\$0.00	\$0.00	\$11,272.80	\$93.94

Monthly Base Charges								
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total	
R	10	Light Fixture Cobra Drop Lens High Pressure Sodium 100W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
I	4	Light Fixture Roadway LED 220W Gray Type III 3000K	\$5.42	\$2.81	\$5.37	\$13.60	\$54.40	
I	6	Light Fixture Roadway LED 50W Gray Type III 3000K	\$3.06	\$2.31	\$1.22	\$6.59	\$39.54	
		Subtotals:	\$0	\$0	\$0			
		Estimated Monthly Charge						\$93.94

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OUTDOOR LIGHTING LED SERVICE AGREEMENT

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

See Section I for lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts listed.

IN WITNESS WHEREOF, Company and Customer (each individually a "Party" or collectively the "Parties") hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Outdoor Lighting LED Service Agreement ("Agreement") is made and entered into by Duke Energy Indiana, LLC an Indiana limited liability corporation (hereafter, "Company"). Company is a subsidiary of Duke Energy Corporation. Neither Duke Energy Corporation nor any of its other subsidiaries and/or affiliated companies are parties to this Agreement.

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment ("Equipment") to provide, operate and maintain the System. In Company's sole discretion, the cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement.
- 1.2 Costs quoted excludes Commission approved tariff riders and sales tax.

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

<p>**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE</p> <p>Impact Watts = the energy used by the lamp watts plus ballast watts.</p>	
<p>a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.</p> <p>b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).</p>	<p>c. Annual kWh divided by twelve (12) months equals monthly kWh.</p> <p>d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.</p>

LIGHTING LAYOUT DESIGN DISCLAIMER

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

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SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are either the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the Company and the Customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. In Company's sole discretion, there may be assessed a monthly estimated energy usage based on either i) luminaire impact wattage and lamp source equally over twelve months (See Section I - A, above); ii) metered using actual energy usage plus a monthly meter charge; or iii) based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

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

SECTION IV. – SYSTEM MAINTENANCE

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

SECTION V. – PAYMENT

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

SECTION VI. – TERM OF AGREEMENT

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

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions governing the System are set forth in Exhibit "B" and incorporated herein by reference and made a part of this Agreement.
- 7.2 Supplementary Terms and Conditions governing certain NonResidential Smart Saver Program rebates and incentives (which Company makes available to certain Customers and which may be supplementary to the provision of the System) are set forth in Exhibit "C" and incorporated herein by reference and made a part of this Agreement.
- 7.3 This Agreement constitutes the final written expression between the Parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. Nothing herein shall preclude either Party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.4 This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the work is rendered without regard to its conflict of laws provisions.

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement, for any reason whatsoever, shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other work by Company.
2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
4. Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either Party by sixty (60) days prior written notice. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
5. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary; and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
6. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
7. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the Company. Company is not liable for any incidental, punitive, exemplary and/or consequential damages of any kind or nature arising under this Agreement COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
8. If a breach or default occurs, the non-breaching Party shall provide the breaching Party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching Party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching Party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching Party, at its sole discretion, shall provide notice to the breaching Party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, pandemics or epidemics, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
9. Customer desiring a Company-installed System on a public right-of-way or on other property not under Customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining all easements and/or all applicable property rights.
10. Company reserves the right to refuse to install Company Equipment on another's property; however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System Equipment.
11. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned Equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If, in Company's sole discretion, the structure becomes unsuitable, or unsafe to support Company-owned Equipment, the Company retains the right to remove the Equipment from the structure. If Company Equipment is removed under these conditions, Customer shall pay Company a pro-rated amount for the removed Equipment plus removal costs minus salvage value.
12. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount (if any) to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New Equipment added to the System will require a new Agreement.
13. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
14. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns
15. Each Party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
16. No delay of or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
17. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

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

EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS

These Supplementary Terms and Conditions (the "Supplementary Terms and Conditions") shall apply to all Nonresidential Smart Saver® Program ("Program") Customer applications for i) Program pre-approval or pre-qualification, and ii) all applications for Program rebates/incentive payments; both applications as set forth herein as Attachment 1 to Exhibit C (collectively termed the "Application").

Program Rebate/Incentive Eligibility

- Only nonresidential Customer premises served by an active Company electric account that are eligible under applicable state regulations and are opted into the applicable Energy Efficiency Rider are eligible. Customers may call 866.380.9580 to verify eligibility. Written Customer consent is required to release eligibility status to a third party.
- Any Equipment which, either separately or as part of a project, has received a rebate/incentive from the Program or any other Company program is ineligible.
- Equipment and/or services provided to the Customer for free are not eligible for rebate/incentive payments. In no case will Company pay a rebate/incentive in excess of the actual cost of the new Equipment.
- If a Customer application is received with incomplete or inaccurate information, Company will notify the Customer(s). In order to be eligible for rebates/incentives, corrected applications must be resubmitted to Company by the end of the calendar year in which the original Application was submitted or within 90 days, whichever is later.
- To be eligible for rebates/incentives, the Customer who is receiving the rebate/incentive may be required to provide a Social Security number as the federal tax identification number for tax purposes and must sign and return the "Customer Consent to Release Personal Information" form ("Consent Form"), which will be provided by Company.

Program Monitoring, Verification, and Right to Inspect

- Company may require verification of both the sales transaction and Equipment installation and operability prior to any Program rebate/incentive payment.
- If monitoring of the Equipment is required by Company, payments will be based on the verified savings as measured by Company.
- Company may conduct random site inspections of the Equipment both prior to and after completion to verify scope and operability, and obtain information needed to determine the rebate/incentive.

Program Rebate/Incentive Payment

- Applications for payment, along with the required documentation, must be submitted within 90 calendar days of Equipment installation and operability.
- Program rebates/Incentives will not be paid until the eligible Equipment has been installed, is able to operate, and, if required by Company, Company has completed verification as set forth in "Program Monitoring, Verification and Right to Inspect" above.
- The Customer's account must be active and eligible throughout the process of Application review and rebate/incentive payment. Rebate/Incentive payments will not be issued on inactive accounts. A waiver signed by the original Customer is required if the Customer of record changes prior to rebate/incentive payment.
- The Customer assumes all responsibilities for any and all tax liabilities resulting from Company rebate/incentive payment.
- By accepting the Program rebate/incentive payment, the Customer agrees to transfer to Company the rights to all Attributes of the Equipment or its operation. Attributes include, but are not limited to, any and all credits, benefits, emissions reductions, offsets and allowances resulting from the avoidance of the emission of any substance into the air, soil or water at or by Company generating facilities through reduced generation of energy or other savings or offsets resulting from the Equipment. The Customer will not claim ownership of any Attributes. Additionally, the Customer will transfer to Company the right to bid any energy efficiency, coincident demand and demand response resources associated with the projects into regional transmission organization (RTO) or independent system operator (ISO) markets.
- Company may withhold payment if the Equipment is no longer in operation in the applicable jurisdiction.

Program Disclaimers; Release of Liability

- The Company, in its sole discretion, reserves the right to change (at any time) the Program Rebate/Incentive levels and/or qualifying efficiency levels. In addition, Company (in its sole discretion) retains the right to adjust or terminate the approved Program rebate/incentive amount at any time whether due to regulatory requirements, measurement, verification and evaluation results, codes and standards, Equipment pricing, or for any other reason.
- Company reserves the right to limit Program rebate/incentive funds to a first-come, first-served basis.

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EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)**Program Customer Certification**

As evidenced by Customer's signature below, Customer herein certifies as follows:

- a. *that the premise for which Customer is applying for Program rebates/incentives is served by Company (or an affiliate of Company)*
- b. *that the Customer information provided herein is accurate and complete;*
- c. *that Customer has purchased and installed the Equipment (indicated herein) for the business facility listed herein and not for resale;*
- d. *that the proposed rebate/incentive payment from Company is subject to change based on verification and Company approval;*
- e. *That Customer agrees to Company's verification of both the sales transaction and Equipment installation which may include a site inspection from a Company representative or Company agent;*
- f. *that Customer is not allowed to receive more than one Program rebate/incentive from Company on any piece of Equipment;*
- g. *that Customer's participation in the Program may be taxable;*
- h. *that Customer is solely responsible for paying all taxes;*
- i. *that Company does not endorse any particular manufacturer, product or system design within the Program;*
- j. *that Customer understands and agrees that: i) to the extent Company has acquired any applicable underlying manufacturer Equipment warranties ("Manufacturer Warranties"), Company (and not Customer) shall directly engage the underlying manufacturer to secure applicable remedies for the Customer for the duration of the Manufacturer Warranties; and ii) following expiration of any Manufacturer Warranties, Company does not expressly or implicitly offer any other warranties and does not warrant the performance of any installed Equipment ; and*
- k. *that Company does not warrant that the installed Equipment meets applicable building codes or safety standards*

Program Customer Indemnification

As evidenced by the Customer's signature below, Customer herein further agrees as follows:

Customer shall indemnify, defend, hold harmless and release Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against all claims, demands, causes of actions, liabilities, losses, damages and/or expenses (including reasonable attorney fees) resulting from (or alleged to result from) the installation, operation and/or disposal of the Equipment (and related materials) covered herein; including all liability from incidental, punitive, exemplary and/or consequential damages.

Program Miscellaneous Provisions

- a) *If any part, term, or provision of this Exhibit C is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.*
- b) *This Exhibit C contains the entire agreement of the Parties relating to the Program and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing (whether written or oral) pertaining to the Program. This Exhibit C may only be modified by a written agreement signed by both Parties expressly modifying Exhibit C.*
- c) *All Disclaimer, Certifications, Liability and/or Indemnification provisions set forth in Exhibit C shall survive the termination, cancellation, or expiration of Exhibit C and of the Agreement. In the event of a Program related conflict between the terms of the Agreement and the terms of Exhibit C, the terms of Exhibit C shall govern.*
- d) *This Exhibit C, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.*
- e) *Each party to this Exhibit C represents that it is sophisticated and capable of understanding all of the terms of this Exhibit C, that it has had an opportunity to review this Exhibit C with its counsel, and that it enters this Exhibit C with full knowledge of the terms of this Exhibit C.*
- f) *No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Exhibit C shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.*
- g) *Neither Party shall assign this Exhibit C without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Exhibit C. PROVIDED, THAT the Company may assign this Exhibit C to its parent or any subsidiary entity or to an affiliate.*

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EXHIBIT 'C' - SUPPLEMENTARY TERMS AND CONDITIONS, (CON'T)

Program Attestation

By signing below, I _____ [Customer name] agree to the following.

- I do hereby consent to Company disclosing my Account Number and/or Federal Tax ID Number to its subcontractors solely for the purpose of administering Company's Smart \$aver Business program. I understand that such subcontractors are contractually bound to otherwise maintain my Company Account Number and/or Federal Tax ID Number in the strictest of confidence.
- I have read and agree to the Supplemental Terms and Conditions of the Program
- I certify that I meet the eligibility requirements of the Program, as applicable, and that all information provided within my Application is correct to the best of my knowledge.
- I certify that the taxpayer identification number provided in my Application is current and correct. I am not subject to backup withholding because: (a) I am exempt from backup withholding; (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding. I am a U.S. citizen (includes a U.S. resident alien).

CUSTOMER SIGNATURE REQUIRED

By signing below, I certify that I have read and agree to the terms of the Program as set forth in Exhibit C (Supplemental Terms and Conditions) which encompasses all Program Attestations, Certifications, Disclaimers, Release of Liability and Indemnification obligations; all as set forth herein.

Customer Signature			
Print Name		Date	



Attachment 1 to Exhibit C

1. Contact Information

Duke Energy Customer				
Customer Company Name ¹		Contact Name	<input type="checkbox"/> Customer's Agent ²	
Office Phone		Mobile Phone		
Email Address				
Duke Energy Account Number(s) for Installation Address ³				
Installation Street Address				
City		State		ZIP Code

2. Payment Information

Payment Information				
Who should receive rebate/incentive payment ⁴	<input type="checkbox"/> Customer	<input type="checkbox"/> (Customer must sign authorization on page 20)		
Payment Mailing Address				
City		State	ZIP Code	
Provide Tax ID number and W-9 (v2014 or later) for Customer	Customer Tax ID No.			

Complete all requested information. Check each box to indicate completion of the following program requirements:

- All sections of application
- Tax ID number for Customer
- W-9 for Customer Customer
- agrees to terms and conditions

¹Customer information should match the Duke Energy customer of record and W-9 form provided with this application. If the customer entity is a business affiliate of the Duke Energy customer of record, documentation must be provided that demonstrates the business affiliation.

² If an outside agent is acting on behalf of the Duke Energy customer of record, a letter of authorization on customer letterhead and signed by an authorized employee of the customer is required.

³ For multiple accounts/locations, attach a list detailing accounts, installation addresses and equipment.

⁴ If payment is to be made to an entity other than the Duke Energy customer of record or the vendor, a payment waiver is required and will be provided for customer signature.

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**Attachment 1 to Exhibit C
(Con't.)**

Upgrades For Duke Energy Outdoor Lighting Fixtures - Indiana

Select One	Measure Description	Fixture Replacement	Rebate per unit	Enter Quantity	Total Rebate Before Cap
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing up to 175 lamp wattage HID fixture	\$30/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing 176-250 lamp wattage HID fixture	\$50/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> replacing 251-400 lamp wattage HID fixture	\$75/fixture		
<input type="checkbox"/>	Exterior LED fixture	<input type="checkbox"/> > 400 lamp wattage HID fixture \$200	\$200/fixture		

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BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 10 of 19

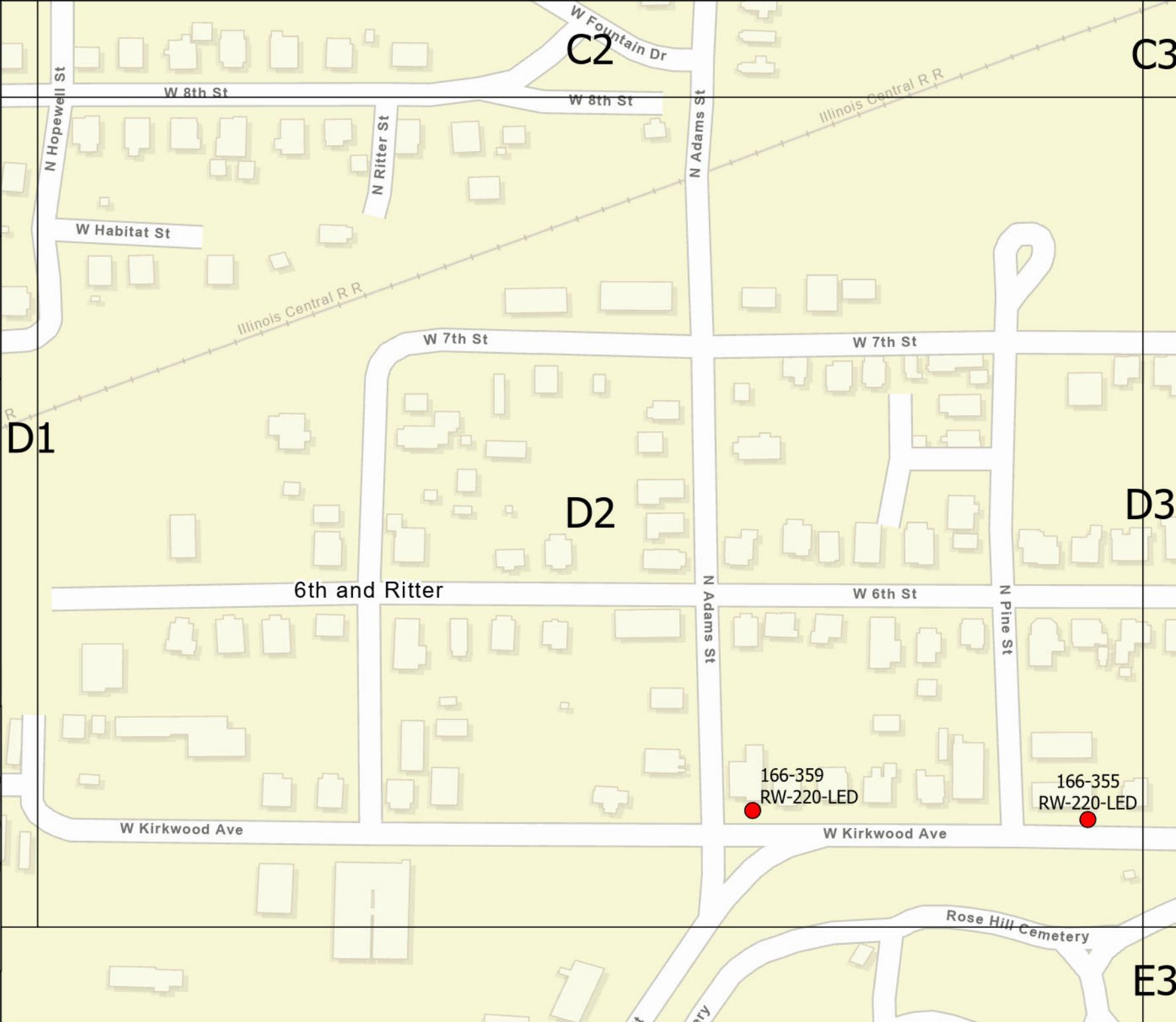
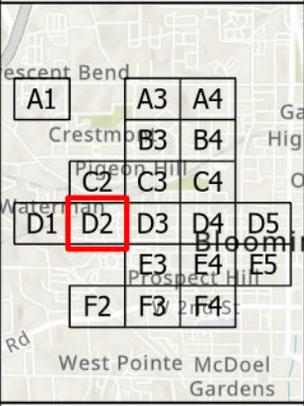
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NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCCELL

56865988

WATTS

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 - 220
 - <all other values>
- GRID



BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 11 of 19

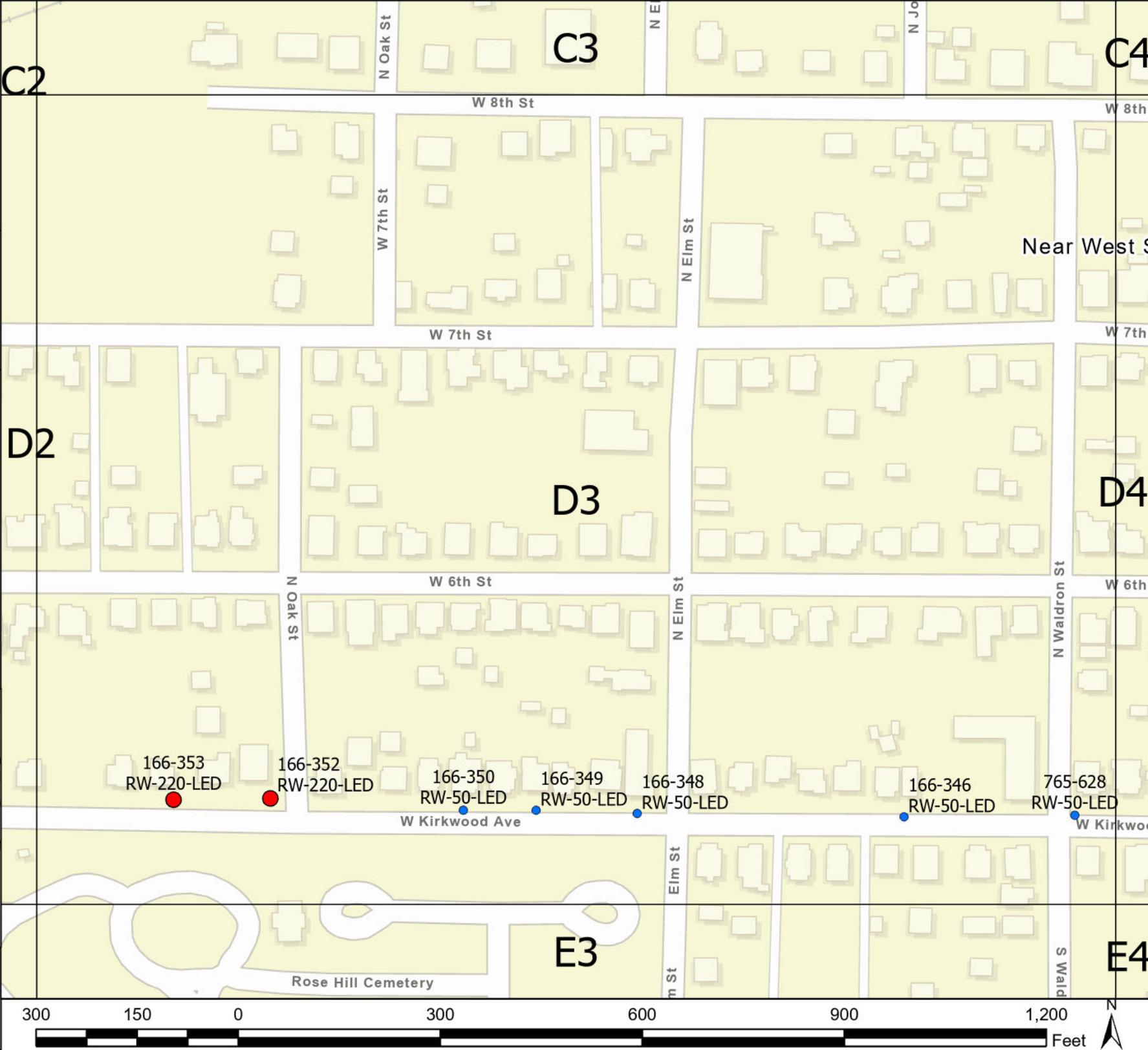
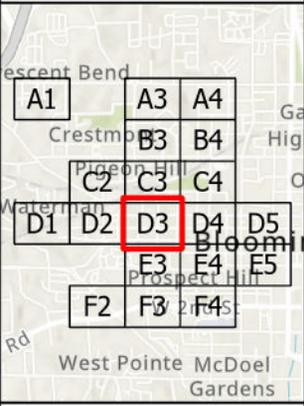
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NOTES:
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INCLUDE VZW
SMART PHOTOCELL

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WATTS

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 - 220
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BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 12 of 19

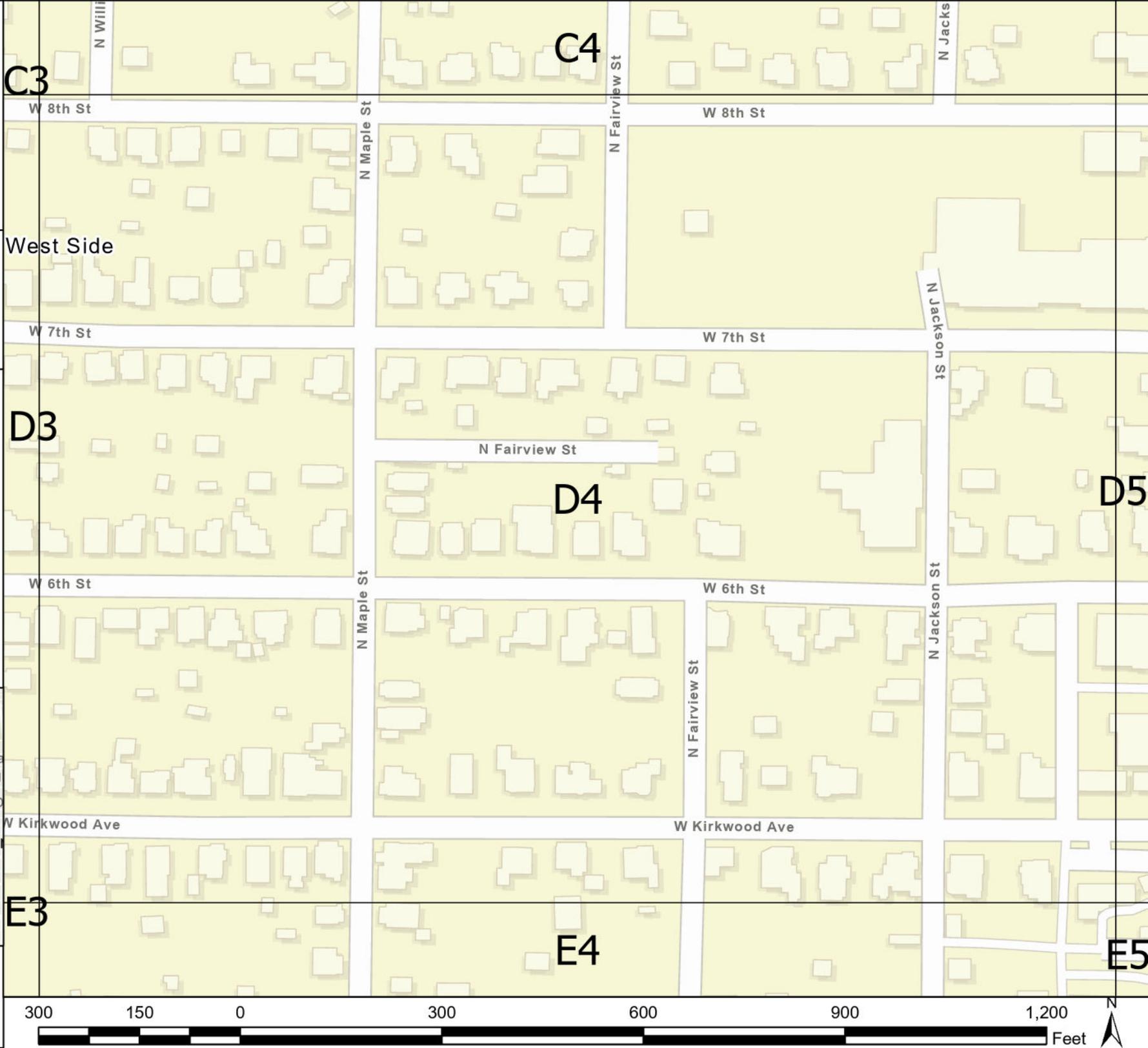
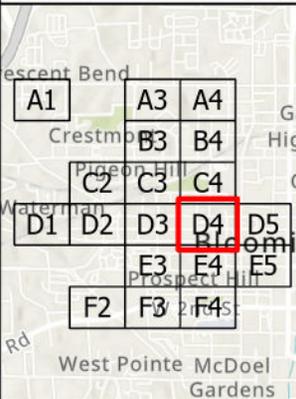
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NOTES:
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INCLUDE VZW
SMART PHOTOCCELL

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BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 13 of 19

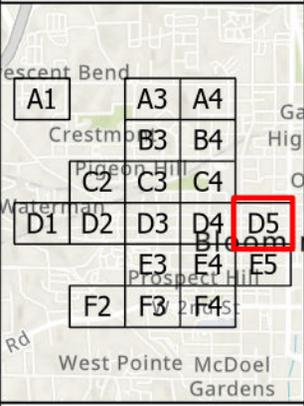
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INCLUDE VZW
SMART PHOTOCCELL

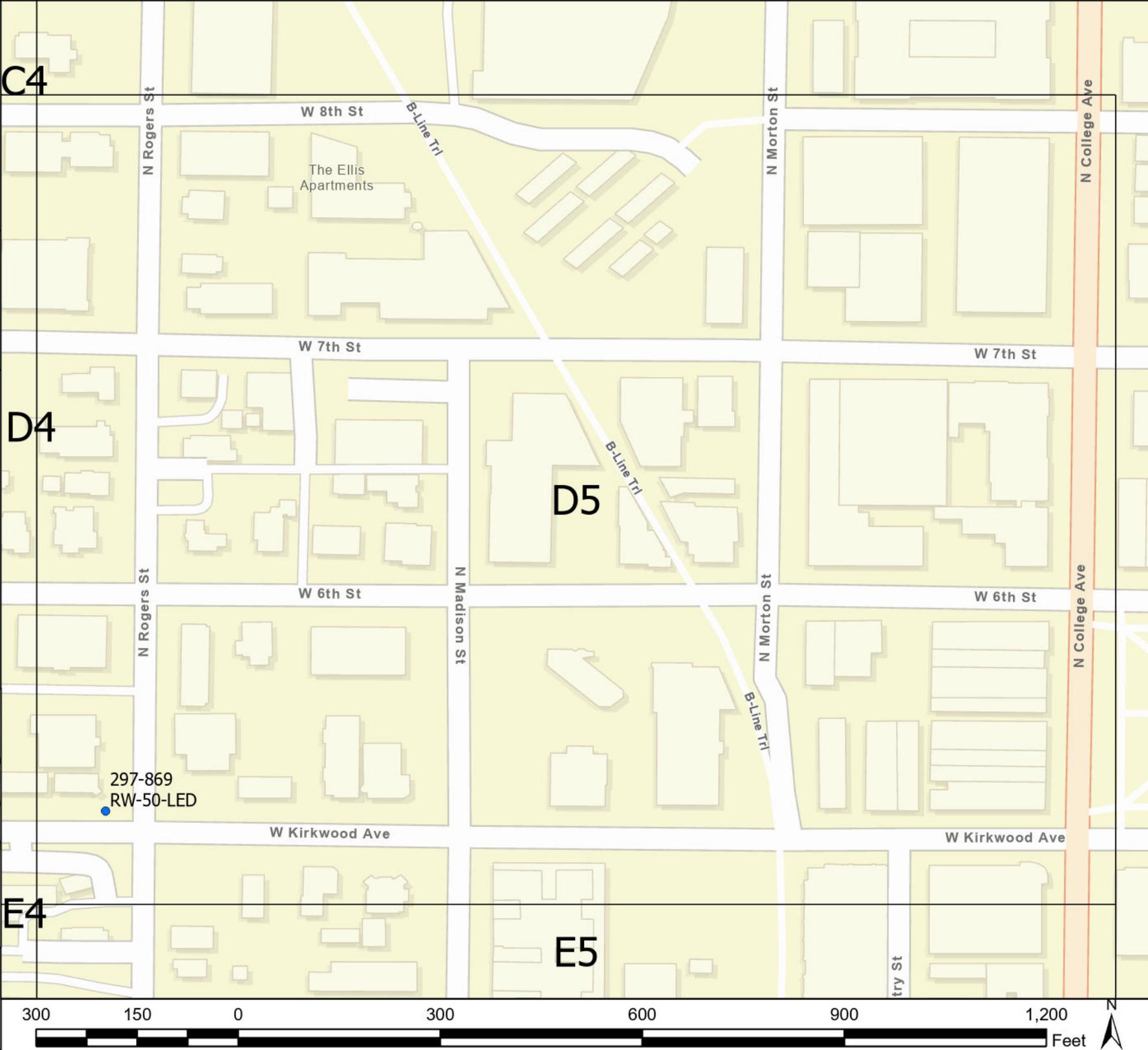
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- GRID



297-869
RW-50-LED





Board of Public Works Staff Report

Project/Event: Approve Addendum #2 to the Services Agreement with Keramida for Soil Investigation on the B-Line Extension Project

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten

Date: August 26th, 2025

Report:

Background:

The B-Line Trail Extension Project is currently under construction and includes the installation of a multiuse path along the east side of North Fountain Drive and North Crescent Road. This new path will provide a critical connection between the existing B-Line Trail and the multiuse path along West 17th Street. As part of the project, the intersection of Crescent Road and Fountain Drive has also been realigned to improve safety and traffic flow.

Original Agreement:

On March 25, 2025, the Board of Public Works approved a services agreement with Keramida for soil testing along the project corridor. The purpose of this testing is to identify potential lead contamination levels exceeding the Indiana Department of Environmental Management (IDEM) closure limits for trail facilities. This agreement had an approved addendum #1 on July 1st, 2025, in the amount of \$31,775.00 for the removal of lead-impacted soil.

Proposed Addendum:

This addendum #2 will include additional disposal fees and processing fees for the disposal of 401.17 TONS of lead-impacted soil. The proposed addendum will increase the contract amount by \$11,666.00, bringing the total not-to-exceed (NTE) amount to \$48,781.00.

Recommendation:

Staff recommends approval of this addendum to ensure continued compliance with IDEM requirements and to maintain the project schedule.

Contract Cover and Purchase Justification Form

STAFF AND DATES			
Department:	<input type="text" value="Engineering"/>	Department Head Initials of Approval:	<input type="text" value="AC"/>
Department Staff:	<input type="text" value="Roy Aten"/>	Responsible Attorney:	<input type="text" value="Aleksandrina Pratt"/>
Date:	<input type="text" value="Aug 18, 2025"/>	Legal Dept. Tracking Number:	<input type="text" value="25-690"/>
Board Meeting Date:	<input type="text" value="Aug 26, 2025"/>	Resolution Number:	<input type="text" value="25-107"/>
Documents Link:	<input type="text" value="B-Line, Keramida Ad #2"/>		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	<input type="text" value="Keramida, Inc."/>	Service or Item Procured (Project)	<input type="text" value="B-Line Extension Project, Environmental Remediation"/>
Total Dollar Amount of Contract:	<input type="text" value="\$48,781.00"/>	Funding Source:	<input type="text" value="Consolidated TIF Bonds Proceeds, West 17<sup>th</sup> Street Area, GL 4445-15-159006-53990"/>
Due for Signature:	<input type="text" value="Aug 28, 2025"/>	Expiration Date of Contract:	<input type="text" value="Apr 30, 2026"/>
Number of One-Year Renewals:	<input type="text" value="0"/>	Record Destruction Date:	<input type="text" value="2037"/>
Summary of Contract:	<input type="text" value="This services agreement with Keramida was approved at the 03/25/25 BPW and provides testing of soils along the B-Line Extension Project for levels of lead above the IDEM closure limits for a trail facility."/>		

PURCHASE JUSTIFICATION			
Procurement Method:	<input type="text" value="Not Applicable (NA)"/>	Number of Submittals:	<input type="text" value="0"/>
Met City Requirements?	<input type="text" value="Yes"/>	Met Item or Need Requirements?	<input type="text" value="Yes"/>
List vendors and dollar amounts of solicitations?	<input type="text" value="This is an addendum to an existing agreement. The original agreement was approved on March 25, 2025."/>		
Were Vendor Presentations Requested?	<input type="text" value="No"/>	Contract Compliance Form Complete?	<input type="text" value="No"/>
W9/EFT Complete?	<input type="text" value="Yes"/>	Was the Scoring Grid Used	<input type="text" value="No"/>
Was the Lowest cost selected? <i>(If 'No' then state why this Vendor was selected to receive the award and contract)</i>	<input type="text" value="Yes"/>		

Purchase and Contract authorization are not complete until this form has been submitted and approved by the City Controller's Office and the Legal Department.

EXHIBIT A



CONTRACT COVER MEMORANDUM

TO: Legal Department, Aleksandrina Pratt
FROM: Engineering Department, Roy Aten
DATE: March 25th, 2025
RE: Approve Services Agreement with Keramida for Soil Investigation on the B-Line Extension Project

Contract Recipient/Vendor Name:	Keramida, Inc.
Department Head Initials of Approval:	AC
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Roy Aten
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-233
Due Date For Signature:	3/25/2025
Expiration Date of Contract:	March 31, 2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$5,340.00
Funding Source:	Consolidated TIF Bonds Proceeds, West 17 th Street Area, GL 4445-15-159006-53990
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>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This project is constructing a multiuse path on the east side of North Fountain Drive and North Crescent Road, connecting the B-Line Trail to the multiuse path along West 17th Street. Additionally, the intersection of Crescent Road and Fountain drive has been realigned. This services agreement with Keramida will provide testing of soils along the B-line Trail section for levels of lead above the IDEM closure limits for a trail facility. Total NTE amount of \$5,340.00. (Consolidated TIF, Est 17th Street Area, 4445-15-159006-53990). *(staff lead Roy Aten)*

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. **Scope of Services.** Contractor shall provide the Services for the City as outlined in **Exhibit “A”**. Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of March, 2026.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Five Thousand, three hundred, forty and 00/100 (\$5,340.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Engineering Department, City of Bloomington, 401 North Morton St., Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in Exhibit “A”, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.
4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor’s work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.

Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

5. **Responsibilities of the City.** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager designated in the Notices section below shall act on its behalf with respect to this Agreement.
6. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
7. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
8. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible herein. Contractor agrees that the work to be done pursuant to this Agreement shall be performed solely by the principal personnel described in **Exhibit "C"**. Contractor shall not assign to any of Contractor's other personnel, subcontractors or agents any part of the Services without the prior written consent of the City. The City reserves the right to reject any of Contractor's other personnel, sub-contractors or agents, and the City reserves the right to request that acceptable replacement personnel, sub-contractors or agents be assigned to the project.
9. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.
10. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
11. **Indemnification.** Contractor shall indemnify and hold harmless the City of Bloomington, its directors, officers, agents and employees for all damages, losses, costs, expenses, or other liability, including reasonable attorney's fees and defense costs, ("damages and losses") arising

out of third party claims to the extent the damages and losses are caused by the Contractor's willful misconduct or negligence.

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, losses, liabilities, costs, and expenses or other liability including cybercrime (which shall include, but is not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities) perpetrated by or attributable to Contractor, its employees, Contractors or agents, (regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent) arising out of or related to this Agreement, or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent Contractors directly responsible to it (collectively "Claims"). Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

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

12. **Cost Estimates.** Any estimates of construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the City has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Contractor cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to the Agreement.
13. **Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
 - a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
 - b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.

- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.
- e. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, which includes its officers, employees and agents, as additional insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

- 14. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 15. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 16. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 17. **Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- 18. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.

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

20. Non-Discrimination. Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent Contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor’s work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

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

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

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

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

TO CITY:

TO Contractor:

City of Bloomington	Keramida, Inc
Attn: Roy Aten, Senior Project Manager	Attn: Jim Alvarez
401 North Morton St.	401 North College Ave.
Bloomington, IN 47404	Indianapolis, IN 46202

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.** Removed

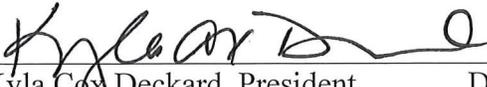
- 27. Intent and Authority to Bind.** This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned 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:


Kyla Cox Deckard, President DATED

Board of Public Works 4/1/2025

Signed by: 
Andrew Cibor, Director DATED

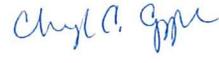
Engineering Department

Signed by: 
4/1/2025

Kerry Thomson, Mayor DATED
City of Bloomington

Keramida, Inc

BY:

 3-5-25
(Name Signed) DATED

Cheryl Apple
(Name Printed)

VP
(Title)

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following:

The scope of the Shallow Soil Sampling will include:

Soil Investigation

- KERAMIDA will contact Indiana 811 to mark underground public utilities prior to initiation of field activities.
- KERAMIDA will advance up to 20 HA SBs across the two areas of concern (AOCs). AOC-1 is the Old Salvage Yard, where lead concentrations above the applicable SPLs has been identified, and AOC-2 is the borrow area, west of the Old Salvage Yard. Soil samples will be collected to a depth of 12 inches below ground surface (bgs) on a roughly 50-foot (ft) grid in both AOCs. Using this methodology, 12 soil samples will be collected in AOC-1 and 8 soil samples collected in AOC-2. Sample locations may be modified if soil staining or other environmental impact indicators (anthropogenic debris) are observed.
- KERAMIDA will collect representative soil samples from the HAs to the proposed termination depths at each location. KERAMIDA will also visually inspect the soil for signs of contamination and the lithology will be recorded.
- One (1) composited soil sample will be submitted from each of the 20 locations for laboratory analysis of:
 - o Total lead in accordance with US EPA SW-846 Method 6010 as indicated in Table 1.
- For quality assurance and quality control (QA/QC), two (2) field duplicates will be collected, one (1) from each AOC for total lead analysis.
- The hand auger will be decontaminated between sample locations using distilled water and a mild soap (Liquinox® or similar) mixture, followed by a distilled water rinse. Decontamination water will be contained in a 55-gallon drum, which will be labeled as "Investigation-Derived Decontamination Water" and stored on-site for later off-site disposal.

Soil spoils will be placed back into the boreholes.

Reporting

Upon receipt of the laboratory analytical lead results, KERAMIDA will prepare a report which will summarize the soil sampling activities and include a map of specific sampling locations and the lead laboratory results. KERAMIDA will also provide an estimate of the area(s) and volume of soil that exceeds the applicable SPL and will require removal and off-site disposal.

Waste Disposal Coordination

KERAMIDA will assist with coordinating disposal of the identified lead impacted soil and the drum of decontamination rinseate. KERAMIDA will prepare waste profile documentation required by the selected landfill facility(ies) and coordinate disposal approvals. KERAMIDA will coordinate with the Client and selected disposal facility prior to mobilizing for the above soil sampling. If additional laboratory analysis is required to characterize the soil and/or the decontamination rinseate for disposal, KERAMIDA will collect the samples at the time of the above soil sampling and submit them to the laboratory to complete the characterization analysis. The fees for waste characterization analysis have not been included in the base cost of this proposal.

**Table 1
Proposed City of Bloomington Shallow Soil Sampling Plan**

Boring No.	Location - Rationale	Method	Anticipate d Depth (ft.)	Sample Depth (ft.)	Soil		Groundwater		
					Sampling Rationale	Lab Analyses	Sample Depth (ft.)	Sampling Rationale	Lab Analyses
20 HAS 2 Duplicates	AOC 1 and AOC 2	Hand Auger	≤ 1.0	Continuous	Composite	Total Lead	NA	NA	NA

Footnotes

ft = Feet
 GW = Groundwater
 NA = Not Applicable
 TBD = To Be Determined

Laboratory Analyses

Lead = U.S. EPA SW846 Method 6010

PRT = Post-Run Tubing

EXHIBIT "B"

PROJECT SCHEDULE

REPORTING & SCHEDULE

KERAMIDA can begin the project upon written authorization. KERAMIDA requests the following project information: (i) exact property boundaries of the Site; (ii) any available Site drawings/survey maps, and construction diagrams; and (iii) if available, previous environmental assessments for the Site.

KERAMIDA anticipates that the proposed scope of work will be initiated upon receipt of written authorization. The final report will be submitted to the Client within seven to ten days of receipt of the laboratory analysis. Electronic copies of the reports will be provided; hard copies can also be supplied upon request.

EXHIBIT "C"

IDENTITY OF CONTRACTOR

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

Position / Responsibility

Name

Senior Project Manager

Jim Alvarez, LPG

Project Coordinator

Chelsea Conduitt, LPG

Staff Sampler

Brayton Pew

Staff Sampler

Kyle Kramer

Staff Sampler

Brandon Lytle

Please note, any one of the three (3) Staff Samplers listed may conduct the actual field sampling activities. The selection will be dependent upon the availability on the scheduled date(s) of sampling activities.

EXHIBIT "D"
AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affirms and says

that: 1. The undersigned is the VP _____ 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

Cheryl Apple

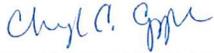
Printed name

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

Cheryl Apple

Printed name

Project Addendum

August 14, 2025

KERAMIDA Project Number: 23817

To: Mr. Roy Aten
Phone: 812-349-3914
From: Jim Alvarez, LPG
Phone: 317-703-9896

Email: atenro@bloomington.in.gov
Email: jalvarez@keramida.com

Project Title:	City of Bloomington - Soil Investigation for Lead B-Line Trail Expansion Addendum for Waste Characterization and Soil Disposal
Facility	Bloomington B-Line Recreational Trail Expansion
Location	Bloomington, IN
Scope of Work:	<p>1. Disposal of Non-Hazardous Soil from the B-Line Trail Expansion</p> <p>KERAMIDA coordinated and oversaw the excavation of soil from the B-Line Trail Expansion area AOC-1. The soil was transported to the Waste Management Twin Bridges Landfill in Danville, IN for disposal as a non-hazardous waste. According to the landfill weight tickets, 401.17 tons of soil was transported to and disposed of at the Danville, IN facility. Documentation of these activities was provided in the letter report dated July 21, 2025. A copy of the Waste Management invoice is attached for documentation. Our fee includes a 10% management fee for contracting waste disposal services.</p> <p>Additional Cost: \$11,666</p> <p>Our fee assumes no additional costs will be incurred from Waste Management.</p>
Project Cost:	Additional Estimated Fee: \$11,666
Terms:	All work will be performed in accordance with the Agreement for Professional Services between City of Bloomington and KERAMIDA, as amended. To authorize the described amended scope of work, in accordance with the associated terms and conditions, cost, and schedule, please sign and return the acceptance below, or provide us with an acceptable alternative work authorization.

We appreciate the opportunity to provide this addendum and appreciate the opportunity to work with the City of Bloomington.

Submitted by KERAMIDA:

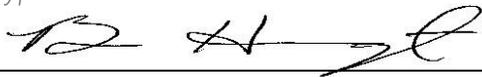
Accepted by:



Signature

Jim Alvarez, LPG, Vice President

Typed or Printed Name and Title



Signature

Brian Harrington, Senior Vice President, Land Services

Typed or Printed Name and Title

Signature

Date

Typed or Printed Name and Title



Customer Name CITY OF BLOOMINGTON	Customer ID 32-99258-53003
Invoice Date Jul 16, 2025	Service Period Jul 01, 2025 - Jul 15, 2025
Invoice Number 0052492-0317-4	

Manage Your Account

Visit wmsolutions.com

Log in to manage disposal records and tonnage reports. To pay a bill or explore other online tools, visit wm.com/MyWM. Have a question? Fill out the Contact Us Form at WMSolutions.com or contact Customer Service.

Customer Service
(800) 963-4776

Pay Online

Use wm.com for quick and easy payments.

AutoPay

Set up recurring payments with us at wm.com/myaccount

Payment Charges

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Bill is Due on: Aug 15, 2025

\$10,605.42

Quick Bill Summary

Previous Balance	\$0.00
Payment	\$0.00
Adjustments	\$0.00
Disposal	\$10,430.42
Services	\$0.00
Surcharges	\$175.00
Taxes	\$0.00
Late Charges	\$0.00
Current Invoice Charges	\$10,605.42
TOTAL ACCOUNT BALANCE	\$10,605.42

Important Messages

***A simplified invoice is here. Based on customer feedback, we redesigned our invoices to share all the important billing information and charges you need in an easy-to-read format. Visit uqr.to/WMDisposalInvoice-EN to explore the key components of the new invoice.

Please detach and send the lower portion with payment (no cash or staples)



WASTE MANAGEMENT OF INDIANA, L.L.C.
TWIN BRIDGES LF
PO BOX 3020
MONROE, WI 53566-8320
(800) 963-4776
TSCMIDWEST@WM.COM

Customer ID	Invoice Number	Invoice Date	Due Date
32-99258-53003	0052492-0317-4	Jul 16, 2025	Aug 15, 2025

Amount \$

0317000329925853003000524920000106054200001060542 2

0000129 02 AB 0.59 **AUTO T1 3 9089 47404-372901 -C04-P00129-11
CITY OF BLOOMINGTON
401 N MORTON ST
BLOOMINGTON IN 47404-3729

I1336L24

Send Payments to:



WM CORPORATE SERVICES, INC.
AS PAYMENT AGENT
PO BOX 4648
CAROL STREAM, IL 60197-4648



Customer Name CITY OF BLOOMINGTON	Customer ID 32-99258-53003
Invoice Date Jul 16, 2025	Service Period Jul 01, 2025 - Jul 15, 2025
	Invoice Number 0052492-0317-4

YOUR SIMPLIFIED INVOICE



Scan the QR code below to take a tour of your new invoice.



HOW TO READ YOUR INVOICE

Quick Bill Summary

- Previous Balance** - Any previously unpaid charges
- Payments and Adjustments** - Any payments and credits made since your last invoice
- Disposal** - This is the cost to dispose of your waste during this period
- Services** - Administrative and operational costs
- Surcharges, State and Local Taxes and Assessed**
- Late Charges** - Will appear here, as applicable

The Details

- Disposal and service location** will appear on the third page of your invoice; subaccounts and PO's would be listed here, if any.
- Details of Service** - Each transaction during the service period will be listed here and includes, but is not limited to, Vehicle, Carrier and Ticket numbers
- Description** - Specifics for each charge, including quantities, rates and ticket totals

New Payment Platform

Here are more details about our enhanced online bill-pay system. Powered by Paymentus, the platform will provide more options and flexibility when managing and paying your bills.

Expanded payment options.
Pay with PayPal, Apple Pay, or Google Pay; via secure direct debit from a bank account; or by credit or debit card.

Anytime, anywhere payments.
Same great 24/7 availability so you can make payments when convenient or set it and forget it with AutoPay.

Complete Hub for account activity.
Continue to view and manage your bills directly from My WM (wm.com/mywm).

If your service is suspended for non-payment, you may be charged a Resume charge to restart your service. For each returned check, a charge will be assessed on your next invoice equal to the maximum amount permitted by applicable state law.

<input type="checkbox"/> Check Here to Change Contact Info List your new billing information below. For a change of service address, please contact WM.	<input type="checkbox"/> Check Here to Sign Up for Automatic Payment Enrollment If I enroll in Automatic Payment services, I authorize WM to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying WM at wm.com or by calling the customer service number listed on my invoice. Your enrollment could take 1-2 billing cycles for Automatic Payments to take effect. Continue to submit payment until page one of your invoice reflects that your payment will be deducted.																				
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Date																					
Bank Account Holder Signature																					

NOTICE: By sending your check, you are authorizing the Company to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check. In order for us to service your account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number that you provided in connection with your account, including wireless telephone numbers, which could result in charges to you. Methods of contact may include text messages and using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. We may also contact you by email or other methods as provided in our contract. Please send all bankruptcy correspondence to RMCbankruptcy@wm.com or PO Box 43290 Phoenix, AZ 85080. Using the email option will expedite your request. (this language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code)



Customer Name CITY OF BLOOMINGTON	Customer ID 32-99258-53003
Invoice Date Jul 16, 2025	Service Period Jul 01, 2025 - Jul 15, 2025
Invoice Number 0052492-0317-4	

DISPOSAL LOCATION	SERVICE LOCATION	CUSTOMER ID
TWIN BRIDGES LF 123 E TWIN BRIDGES RD DANVILLE IN 46122-9425 US	CITY OF BLOOMINGTON 622667IN 401 N MORTON ST BLOOMINGTON IN 47404-3729 US	32-99258-53003 PO#:

DETAILS OF SERVICE **Jul 07, 2025**

Vehicle: NONE **Carrier:** No Carrier **Ticket#:** 2072621
Profile#: 622667IN **Manifest#:** **Generator:** CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON

CONTAINER:	TICKET PO#:	DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
		Waste Approval	1.00	EACH	\$175.00	\$175.00

TICKET TOTAL **\$175.00**

DETAILS OF SERVICE **Jul 10, 2025**

Vehicle: 12 **Carrier:** dump **Ticket#:** 2073484
Profile#: 622667IN **Manifest#:** 71025 **Generator:** CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON

CONTAINER:	TICKET PO#:	DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
		Contaminated Soil - Mixed	14.71	TON	\$26.00	\$382.46

TICKET TOTAL **\$382.46**

DETAILS OF SERVICE **Jul 10, 2025**

Vehicle: 1307 **Carrier:** **Ticket#:** 2073495
Profile#: 622667IN **Manifest#:** 71025 **Generator:** CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON

CONTAINER:	TICKET PO#:	DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
		Contaminated Soil - Mixed	16.65	TON	\$26.00	\$432.90

TICKET TOTAL **\$432.90**

DETAILS OF SERVICE **Jul 10, 2025**

Vehicle: 1309 **Carrier:** **Ticket#:** 2073497
Profile#: 622667IN **Manifest#:** 71025 **Generator:** CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON

CONTAINER:	TICKET PO#:	DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
		Contaminated Soil - Mixed	16.44	TON	\$26.00	\$427.44

TICKET TOTAL **\$427.44**



0000125-00000002-0000400



Customer Name CITY OF BLOOMINGTON	Customer ID 32-99258-53003
Invoice Date Jul 16, 2025	Service Period Jul 01, 2025 - Jul 15, 2025
Invoice Number 0052492-0317-4	

DETAILS OF SERVICE **Jul 10, 2025**

Vehicle: 17	Carrier: dump	Ticket#: 2073501		
Profile#: 622667IN	Manifest#: 71025	Generator: CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON		
Container:	Ticket PO#:			
DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Mixed	20.79	TON	\$26.00	\$540.54
TICKET TOTAL				\$540.54

DETAILS OF SERVICE **Jul 10, 2025**

Vehicle: 35	Carrier: dump	Ticket#: 2073509		
Profile#: 622667IN	Manifest#: 71025	Generator: CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON		
Container:	Ticket PO#:			
DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Mixed	20.69	TON	\$26.00	\$537.94
TICKET TOTAL				\$537.94

DETAILS OF SERVICE **Jul 10, 2025**

Vehicle: 12	Carrier: dump	Ticket#: 2073575		
Profile#: 622667IN	Manifest#: 71025	Generator: CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON		
Container:	Ticket PO#:			
DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Mixed	18.41	TON	\$26.00	\$478.66
TICKET TOTAL				\$478.66

DETAILS OF SERVICE **Jul 10, 2025**

Vehicle: 1307	Carrier:	Ticket#: 2073583		
Profile#: 622667IN	Manifest#: 71025	Generator: CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON		
Container:	Ticket PO#:			
DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Mixed	19.53	TON	\$26.00	\$507.78
TICKET TOTAL				\$507.78



Customer Name CITY OF BLOOMINGTON	Customer ID 32-99258-53003
Invoice Date Jul 16, 2025	Service Period Jul 01, 2025 - Jul 15, 2025
Invoice Number 0052492-0317-4	

■ **DETAILS OF SERVICE** **Jul 10, 2025**

Vehicle: 1309	Carrier:	Ticket#: 2073590		
Profile#: 622667IN	Manifest#: 71025	Generator: CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON		
Container:	Ticket PO#:			
DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Mixed	19.13	TON	\$26.00	\$497.38
TICKET TOTAL				\$497.38

■ **DETAILS OF SERVICE** **Jul 10, 2025**

Vehicle: 17	Carrier: dump	Ticket#: 2073605		
Profile#: 622667IN	Manifest#: 71025	Generator: CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON		
Container:	Ticket PO#:			
DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Mixed	21.41	TON	\$26.00	\$556.66
TICKET TOTAL				\$556.66

■ **DETAILS OF SERVICE** **Jul 10, 2025**

Vehicle: 35	Carrier: dump	Ticket#: 2073614		
Profile#: 622667IN	Manifest#: 71025	Generator: CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON		
Container:	Ticket PO#:			
DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Mixed	22.00	TON	\$26.00	\$572.00
TICKET TOTAL				\$572.00

■ **DETAILS OF SERVICE** **Jul 11, 2025**

Vehicle: 22	Carrier: dump	Ticket#: 2073840		
Profile#: 622667IN	Manifest#: 71125	Generator: CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON		
Container:	Ticket PO#:			
DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Mixed	19.72	TON	\$26.00	\$512.72
TICKET TOTAL				\$512.72



0000129-00000003-0000401



Customer Name CITY OF BLOOMINGTON	Customer ID 32-99258-53003
Invoice Date Jul 16, 2025	Service Period Jul 01, 2025 - Jul 15, 2025
Invoice Number 0052492-0317-4	

■ **DETAILS OF SERVICE** **Jul 11, 2025**

Vehicle: 17	Carrier: dump	Ticket#: 2073929		
Profile#: 622667IN	Manifest#: 71125	Generator: CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON		
Container:	Ticket PO#:			
DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Mixed	22.03	TON	\$26.00	\$572.78
TICKET TOTAL				\$572.78

■ **DETAILS OF SERVICE** **Jul 11, 2025**

Vehicle: 22	Carrier: dump	Ticket#: 2073994		
Profile#: 622667IN	Manifest#: 71125	Generator: CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON		
Container:	Ticket PO#:			
DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Mixed	21.21	TON	\$26.00	\$551.46
TICKET TOTAL				\$551.46

■ **DETAILS OF SERVICE** **Jul 11, 2025**

Vehicle: 12	Carrier: dump	Ticket#: 2074002		
Profile#: 622667IN	Manifest#: 71125	Generator: CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON		
Container:	Ticket PO#:			
DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Mixed	19.19	TON	\$26.00	\$498.94
TICKET TOTAL				\$498.94

■ **DETAILS OF SERVICE** **Jul 11, 2025**

Vehicle: 17	Carrier: dump	Ticket#: 2074009		
Profile#: 622667IN	Manifest#: 71125	Generator: CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON		
Container:	Ticket PO#:			
DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Mixed	22.75	TON	\$26.00	\$591.50
TICKET TOTAL				\$591.50





Board of Public Works Staff Report

Project/Event: Approve Change Order 1 for North Walnut Street Resurfacing
Petitioner/Representative: Engineering Department
Staff Representative: Zac Rogers
Date: 8/26/2025

Report: This project was awarded to E&B Paving on June 2nd, 2025.

This change order provides for the addition of D-1 contraction joints in the longitudinal section of the PCCP patch. Work includes furnishing and installing 72 LFT of 1-inch rebar dowel baskets and saw-cutting contraction joints within the concrete roadway patch.

New Items Added to the Contract:

- D-1 Contraction Joint

Awarded Contract Amount: \$ 1,332,900.00

Authorized Contract Amount: \$ 1,332,900.00

Change Order #1: \$ 2,196.94

Revised Contract Amount: \$ 1,335,096.94

Contract Cover and Purchase Justification Form

STAFF AND DATES			
Department:	<input type="text" value="Engineering"/>	Department Head Initials of Approval:	AC
Department Staff:	Zac Rogers	Responsible Attorney:	Aleks Pratt
Date:	<input type="text" value="Aug 18, 2025"/>	Legal Dept. Tracking Number:	25-689
Board Meeting Date:	<input type="text" value="Aug 26, 2025"/>	Resolution Number:	
Documents Link:	https://drive.google.com/drive/folders/16ELgy2TmQQoVLPvoCNp1Wiw6YXnnZEez?usp=drive_link		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	E&B Paving	Service or Item Procured (Project)	North Walnut Street Resurfacing
Total Dollar Amount of Contract:	\$1,335,096.94	Funding Source:	2407-20-G25001-54510 (CCMG) 2203-20-200000-54510 (MVH Restricted)
Due for Signature:	<input type="text" value="Aug 26, 2025"/>	Expiration Date of Contract:	<input type="text" value="Jun 3, 2027"/>
Number of One-Year Renewals:		Record Destruction Date:	2038
Summary of Contract:	This project shall include, but is not limited to, the asphalt resurfacing, pavement markings, curb ramp modifications, guardrail replacement, and stormwater infrastructure updates on Walnut Street from 400 feet north of Old Indiana 37 to 450 feet south of Gilbert Drive.		

PURCHASE JUSTIFICATION			
Procurement Method:	<input type="text" value="Not Applicable (NA)"/>	Number of Submittals:	0
Met City Requirements?	<input type="text" value="Yes"/>	Met Item or Need Requirements?	<input type="text" value="Yes"/>
List vendors and dollar amounts of solicitations?	N/A		
Were Vendor Presentations Requested?	<input type="text" value="No"/>	Contract Compliance Form Complete?	<input type="text" value="Yes"/>
W9/EFT Complete?	<input type="text" value="Yes"/>	Was the Scoring Grid Used	<input type="text" value="No"/>
Was the Lowest cost selected? <i>(If 'No', then state why this Vendor was selected to receive the award and contract)</i>	<input type="text" value="No"/> This project was awarded to E&B Paving on June 3rd, 2025		

Purchase and Contract authorization are not complete until this form has been submitted and approved by the City Controller's Office and the Legal Department.



City of Bloomington, Indiana

Change Order Details

North Walnut Street Resurfacing Project

Description	This project shall include, but is not limited to, the asphalt resurfacing, pavement markings, curb ramp modifications, guardrail replacement, and stormwater infrastructure updates on Walnut Street from 400 feet north of Old Indiana 37 to 450 feet south of Gilbert Drive.
Prime Contractor	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
Change Order	1
Status	Pending
Date Created	08/18/2025
Type	Scope Changes
Summary	D-1 Contraction Joints
Change Order Description	This change order provides for the addition of D-1 contraction joints in the longitudinal section of the PCCP patch. Work includes furnishing and installing 72 LFT of 1-inch rebar dowel baskets and saw-cutting contraction joints within the concrete roadway patch.
Awarded Project Amount	\$1,332,900.00
Authorized Project Amount	\$1,332,900.00
Change Order Amount	\$2,196.94
Revised Project Amount	\$1,335,096.94

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0070	503-05240	LFT	72.000	\$30.513	\$2,196.94
D-1 CONTRACTION JOINT					
Funding Details					
		Public Works - Participating	72.000	\$30.513	\$2,196.94
1 item					Total: \$2,196.94

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Public Works - Participating	\$1,332,900.00	\$1,332,900.00	\$2,196.94	\$1,335,096.94
1 fund package	\$1,332,900.00	\$1,332,900.00	\$2,196.94	\$1,335,096.94

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date



Board of Public Works Staff Report

Project/Event: Service Agreement with Hollers Welding, LLC to repair guardrail at Winslow & Henderson.

Petitioner/Representative: Street Department

Staff Representative: Joe VanDeventer

Meeting Date: August 26, 2025

This Service Agreement with Hollers Welding, LLC is to provide repairs to the guardrail with new posts and pipe as indicated by the Department in prime on the southeast corner of Winslow Rd & Henderson Street in the amount of \$ 3,966.00.



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works/Street Division
DATE: August 26, 2025
RE: Service Agreement for guardrail repair at Winslow & Henderson

Contract Recipient/Vendor Name:	Hollers Welding, LLC
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>	1/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-662
Due Date For Signature:	08/26/2025
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$ 3,966.00
Funding Source:	2201-20-200000-53990
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 Service Agreement with Hollers Welding, LLC is to provide repairs to the guardrail with new posts and pipe as indicated by the Department in prime on the southeast corner of Winslow Rd & Henderson Street in the amount of \$ 3,966.00.

City of Bloomington Contract and Purchase Justification Form

Vendor: Hollers Welding, LLC

Contract Amount: \$ 3,966.00

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

	Yes	No	
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This agreement was not put for quote because the contract amount is less than \$ 5,000.00.
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:

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

Joe VanDeventer

Director of Operations

PW/Street Division

Print/Type Name

Print/Type Title

Department

AGREEMENT FOR SERVICES
between the
City of Bloomington Public Works Department
and
Hollers Welding LLC

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 Hollers Welding LLC (“Contractor”) (collectively the “Parties”).

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

2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.

 - b. **Term.** This Agreement shall commence on the effective date and expire on 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 Three Thousand Nine Hundred Sixty Six Dollars (\$3,966.00). 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:

TO CONTRACTOR:

City of Bloomington Public Works	Hollers Welding LLC
Attn: Joe VanDeventer, Project Manager	Attn: Jason Hollers
401 N Morton Street, Suite 120	13983 E Gardner Road
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.

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

HOLLERS WELDING LLC
BY:

Jason Hollers DATED
President

(Name Printed)

(Title)

EXHIBIT “A”

SCOPE OF WORK

This Service Agreement with Hollers Welding, LLC to provide repairs to guardrail with new posts and pipe as indicated by the Department in prime on the southeast corner of Winslow Rd & Henderson Street in the amount of \$ 3,966.00.

EXHIBIT “B”

PROJECT SCHEDULE

Hollers Welding LLC can begin the project upon written authorization from the department.
All Services must be completed by 09/26/2025.

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:	Service Agreement – Precision Concrete, Inc.
Petitioner/Representative:	Street Department
Staff Representative:	Joe Van Deventer
Meeting Date:	August 26, 2025

Cooperative Purchasing with BuyBoard #756-24 and have met Indiana's Proof of Publication requirements.

Precision Concrete, Inc., is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located in various locations. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete Services will correct 649 trip hazards. This is a continuous project to repair trip hazards within the City.

Precision Concrete is a well-known vendor for sidewalk cutting repairs. They specialize in trip hazard removal and uneven sidewalk repair using saw-cutting technology. PCC services are ADA compliant and cost-effective. They are prompt with communication and ability to provide GIS detailed updates on the status of sidewalk repairs.

Service Agreement not to exceed \$40,000.



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works/Street Division
DATE: August 26, 2025
RE: Precision Concrete, Inc. – Service Agreement

Contract Recipient/Vendor Name:	Precision Concrete, Inc.
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-666
Due Date For Signature:	08/26/2025
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$ 40,000
Funding Source:	2521-02-020000-54310
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

Cooperative Purchasing with BuyBoard #756-24 and have met Indiana's Proof of Publication requirements.

Precision Concrete, Inc., is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located in various locations. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete Services will correct 649 trip hazards. This is a continuous project to repair trip hazards within the City.

Precision Concrete is a well-known vendor for sidewalk cutting repairs. They specialize in trip hazard removal and uneven sidewalk repair using saw-cutting technology. PCC services are ADA compliant and cost-effective. They are prompt with communication and ability to provide GIS detailed updates on the status of sidewalk repairs.

City of Bloomington Contract and Purchase Justification Form

Vendor: Precision Concrete Cutting

Contract Amount: \$ 40,000

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

PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	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"/>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"></td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		Yes	No		<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Yes	No							
	<input checked="" type="checkbox"/>	<input type="checkbox"/>							
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Purchasing with BuyBoard #756-24 and have met Indiana's Proof of Publication requirements.						
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>							
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>							
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>							

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

Precision Concrete, Inc., is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located in various locations. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete Services will correct 649 trip hazards. This is a continuous project to repair trip hazards within the City.

Precision Concrete is a well-known vendor for sidewalk cutting repairs. They specialize in trip hazard removal and uneven sidewalk repair using saw-cutting technology. PCC services are ADA compliant and cost-effective. They are prompt with communication and ability to provide GIS detailed updates on the status of sidewalk repairs.

Joe VanDeventer

Director of Operations

PW/Street Division

Print/Type Name

Print/Type Title

Department

AGREEMENT FOR SERVICES
between the
City of Bloomington Public Works Department
and
Precision Concrete, Inc.

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

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. 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 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 Forty Five Thousand (\$45,000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: public.works@bloomington.in.gov or to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works	Precision Concrete, Inc.
Attn: Joe VanDeventer, Project Manager	1896 Goldeneye Drive
401 N Morton Street, Suite 120	Holland, MI 49424

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

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

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

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

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

- 28. Renewal.** This Agreement may be renewed for two additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced notice by the City to the Contractor that the City wishes to renew the Agreement prior to the end of the current term.

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

[Signatures are on the following page.]

CITY OF BLOOMINGTON

BY:

Kyla Cox Deckard, Chair DATED
Board of Public Works

Adam Wason, Director DATED
Department of Public Works

Kerry Thomson, Mayor DATED
City of Bloomington

PRECISION CONCRETE, INC.

BY:

Bonnie K. Bonkowski DATED

(Name Printed)

(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: remove trip hazards from uneven sidewalks and other concrete walkways within the City. Specific sidewalks and projects will be identified by the City and communicated to Contractor, and contractor will provide pricing for the identified project prior to the start of any work.

EXHIBIT "B"

PROJECT SCHEDULE

Services will be on as needed basis upon request of the Department.

EXHIBIT "C"

AFFIDAVIT REGARDING E-VERIFY

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

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

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

Signature

Printed name

EXHIBIT "D"

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

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

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

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

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

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

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

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

Signature

Printed name

Updated August 20, 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 certify their compliance with the city's contract requirements by submitting the attached affidavit prior to submitting a bid. The legal department will provide a letter acknowledging receipt of the affidavit and provide a date for an annual review of the certification. You must include this acknowledgment letter with your bid submission.

The attached contract compliance affidavit *replaces* the previously required AAP and workforce breakdown form and must be on file in the legal department.

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. As of June 30, 2025, the Consumer Price Index increased 2.7%. Therefore, as of January 1, 2026, the City of Bloomington Living Wage shall be \$16.66 per hour. Up to \$2.50 of that hourly rate may be provided in the form of the 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."

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 AFFIDAVIT

The following contract compliance requirements will be used to satisfy 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, _____ [Contractor], certify that _____ [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

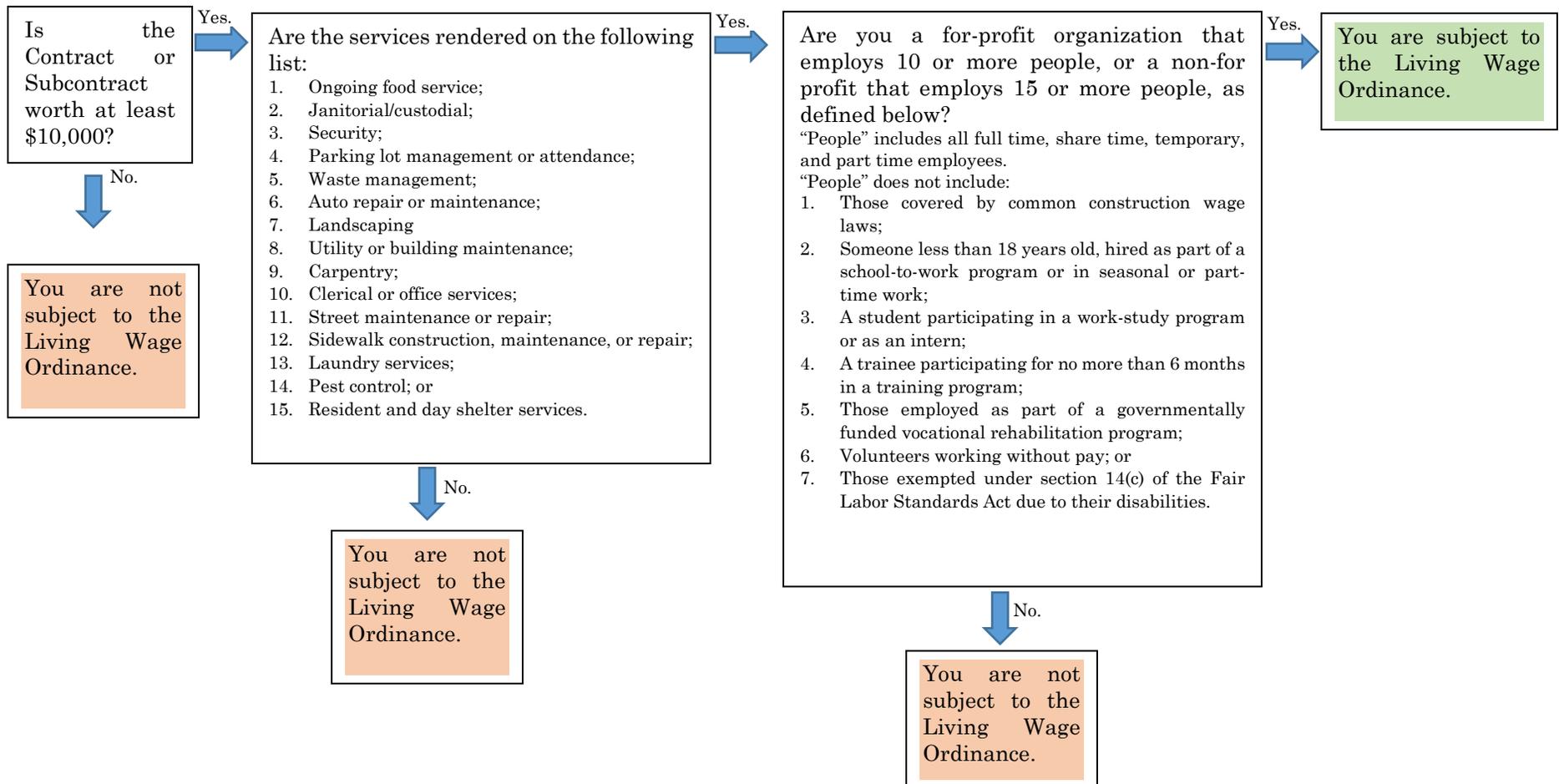
Date

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

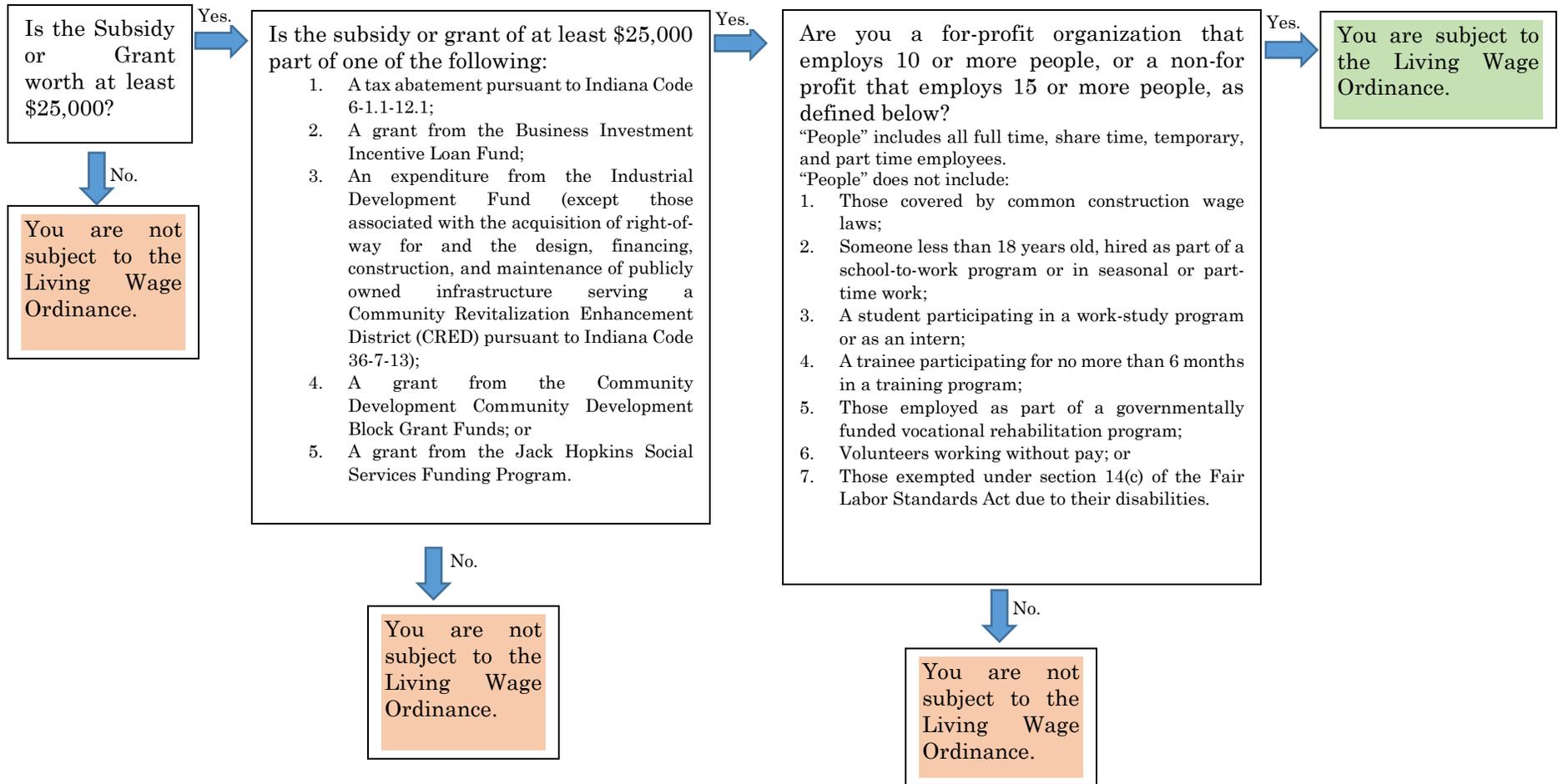
- 1) The CoB;
- 2) Companies that provide services to the CoB through contracts or subcontracts; or
- 3) Organizations that receive CoB subsidies or grants.

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: Award De-icing Salt Contract with Cargill, Inc.
Petitioner/Representative: Street Department
Staff Representative: Joe VanDeventer
Meeting Date: August 26, 2025

Bids were conducted on August 11, 2025 at Board of Public Works Work Session, Cargill, Inc. was determined the most responsible and responsive, action to recommend upon the past usage of de-icing salt materials by the City of Bloomington Public Works/Street Division.

Cargill, Inc. \$ 101.96 per ton
Compass Minerals – No Bid
Morton Salt – No Bid
Hanning Construction – No Bid

City of Bloomington Contract and Purchase Justification Form

Vendor: Cargill, Inc.

Contract Amount: \$ 815,680 +/-

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 1	Yes	No	
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.) Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> Bids were conducted on August 11, 2025 Board of Public Works work session.
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:

Bids were conducted on August 11, 2025 at Board of Public Works Work Session, Cargill, Inc. was determined the most responsible and responsive, action to recommend upon the past usage of de-icing salt materials by the City of Bloomington Public Works/Street Division.

Cargill, Inc. \$ 101.96 per ton
 Compass Minerals – No Bid
 Morton Salt – No Bid
 Hanning Construction – No Bid

 Joe VanDeventer

 Director of Operations

 PW/Street Division

Print/Type Name

Print/Type Title

Department

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

Granular Sodium Chloride Treated with Liquid Magnesium Chloride

(PLEASE TYPE OR PRINT MATERIAL NAME)

August 7, 2025

(DATE)

1. Governmental Unit: City of Bloomington Board of Public Works

2. County: Monroe

3. Bidder (Firm): Cargill, Incorporated-Salt, Road Safety

Address: 24950 Country Club Blvd., Suite 450

North Olmsted, OH 44070

City/State/Zip:

4. Telephone Number: 800-600-7258

5. Agent of Bidder (if applicable):

Pursuant to notices given, the undersigned offers bid(s) City of Bloomington Board of Public Works. In Accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The Contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he/she has not offered nor received a less price than that price stated in his/her bid for the materials included in said bid. Bidder further agrees that he/she will not withdraw his/her bid from the office in which it is filed. A certified check or bond will be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as case may be.

Deseree Caver

Deseree Caver/Customer Care Representative

SIGNATURE OF BIDDER OR AGENT PRINTED NAME

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of this bid format: CLASS OR ITEM QUANTITY UNIT DESCRIPTION UNIT PRICE AMOUNT

NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership representative represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such Letting nor to

prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.
He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Cargill, Incorporated-Salt, Road Safety
BIDDER (FIRM)

Deseree Cover
PRINTED NAME

Deseree Cover
SIGNATURE OF BIDDER OR AGENT



Subscribed and sworn to me this day of 7th August 2025
Katelyn Elizabeth Bires
Notary Public, State of Ohio
My Commission Expires: June 09, 2029
My Commission Number: 2024-RE-878391

Katelyn Bires
Notary Public Signature

County of Residence: Cuyahoga

Katelyn Bires
Printed Name

My Commission Number: 2024-RE-878391

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of City of Bloomington Board of Public Works hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery of the price quoted for the materials stipulated in said bid.

BOARD OF PUBLIC WORKS MEMBERS:

ELIZABETH KARON, VICE PRESIDENT

KYLA COX DECKARD, PRESIDENT

JAMES ROACH, SECRETARY



Board of Public Works Staff Report

Project/Event: Change Order #1 - Contract for Paving Projects – Kinser Pike & Grant Street to Milestone Contractors, LP

Petitioner/Representative: Street Department

Staff Representative: Joe Van Deventer

Meeting Date: August 26, 2025

This change order modifies the original scope of work to include the change of pavement markings. This added work includes furnishing and applying reflective thermoplastic striping at pedestrian crossings along Kinser Pike.

Original Contract - \$ 540,099.75
Change Order #1 - \$ 6,350.00
Not to Exceed Amount - \$ 546,449.75



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works/Street Division
DATE: August 26, 2025
RE: Change Order #1 - Contract to Milestone Contractors, LP
(Paving Projects – Kinser Pike/Grant St)

Contract Recipient/Vendor Name:	Milestone Contractors, LP
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandria Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-681 (amending 24-702 Original)
Due Date For Signature:	08/26/2025
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$ 540,099.75 Original \$ 6,350.00 – Change Order #1 \$ 546,449.75 – Not to Exceed Amount
Funding Source:	101-20-20CRED-54510 - \$540,099.75 2203-20-2000000-54510 - \$ 6,350.00
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 change order modifies the original scope of work to include the change of pavement markings. This added work includes furnishing and applying reflective thermoplastic striping at pedestrian crossings along Kinser Pike.

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS
Milestone Contractors, LP**

The City of Bloomington Department of Public Works (“Department”) and Milestone Contractors, LP (“Contractor”) wish to enter into this Addendum to their Service Agreement (“Addendum”), which arises out of the following circumstances:

- A. On November 19, 2024, the Department and Contractor entered into their Contract for services for all necessary labor, materials, and equipment for the paving projects on Kinser Pike & Grant Street more particularly described and attached hereto as Exhibit A (“Agreement”).
- B. Additional work is required as part of this Agreement.
- C. Department and Contractor wish for Contractor to fulfill the additional work and materials required, and enter into this Addendum to memorialize such additional work and expense.

NOW, THEREFORE, the parties hereto mutually agree to amend the Service Agreement to include as follows:

- 1. The Recitals listed in this Addendum constitute operative provisions of this Addendum, and are incorporated by reference.
- 2. Contractor shall provide additional services and materials, as outlined in the Addendum, marked as Exhibit B.
- 3. Department shall pay Contractor an additional \$6,350.00, making the new Not-To-Exceed amount \$546,449.75.
- 4. All other terms of the Agreement not expressly modified in this Addendum remain in full force and effect.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties execute this Addendum to the Agreement on the date last indicated below.

CITY OF BLOOMINGTON

MILESTONE CONTRACTORS, L.P.

Adam Wason, Director DATE
Parks and Recreation Department

Signature DATE

Margie Rice, Corporation Counsel DATE

Name, Title

Kyla Cox Deckard, President DATE
Board of Public Works

EXHIBIT A



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works/Street Division
DATE: August 26, 2025
RE: Change Order #1 - Contract to Milestone Contractors, LP
(Paving Projects – Kinser Pike/Grant St)

Contract Recipient/Vendor Name:	Milestone Contractors, LP
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandria Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-702 Original
Due Date For Signature:	08/26/2025
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$ 540,099.75 Original \$ 6,350.00 – Change Order #1 \$ 546,449.75 – Not to Exceed Amount
Funding Source:	101-20-20CRED-54510 - \$540,099.75 2203-20-2000000-54510 - \$ 6,350.00
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 change order modifies the original scope of work to include the change of pavement markings. This added work includes furnishing and applying reflective thermoplastic striping at pedestrian crossings along Kinser Pike.

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS/STREET DIVISION

AND

MILESTONE CONTRACTORS, LP

FOR

PAVING PROJECTS – KINSER PIKE & GRANT STREET

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Milestone Contractors, LP, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for all necessary labor, materials, and equipment for the paving projects on Kinser Pike & Grant Street. (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within forty-five (45) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Owner shall pay Contractor the amount of Five Hundred Forty Thousand and Nine-Nine Dollars and Seventy-Five Cents (\$540,099.75) for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held as set out below.

4.02 **Retainage Amount** The retainage amount shall be five percent (5%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage amount shall be placed in an escrow account with an escrow agent or shall be held by the Board of Public Works ("Board"). Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent.

4.03 **Escrow Agent** If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.04 **Board** If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.

4.05 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.06 Payment of Retainage Amount by the Board The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this time, the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.07 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, the Owner may direct the escrow agent or the Board to retain and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent or the Board shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the Owner or another party under contract with Owner, said funds shall be released to Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement,

whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limit</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate. Deductible shall not be more than \$10,000.
F. Cyber Attack and Cyber Extortion	
Computer Attack Limit (Annual Aggregate)	\$1,000,000
Sublimit (Per Occurrence) for Cyber Extortion	\$100,000
Computer Attack and Cyber Extortion deductible (per occurrence)	\$10,000
G. Network Security Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (per occurrence)	\$10,000
H. Electronic Media Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (Per Occurrence)	\$10,000
I. Fraudulent Impersonator Coverage	
Limit (Annual Aggregate)	\$250,000
Deductible (Per Occurrence)	\$5,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and
Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with Bloomington Municipal Code 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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 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.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR’S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board’s final settlement with the CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Milestone Contractors, LP
Attn: Joe VanDeventer	3110 N Westbury Village Dr
P.O. Box 100 Suite 130	Bloomington, IN 47404
Bloomington, Indiana 47404	

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party’s right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

5.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: November 19, 2024

City of Bloomington

BY:


Kyla Cox DeClard, President


Elizabeth Karon, Vice President

BY: DocuSigned by:


80BE74BA223A489
Contractor Representative

AJ Chandler

Printed Name

James Roach, Secretary

Signed by:

Margie Rice

Kerry Thomson, Mayor of Bloomington

Dir. of Estimating

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

PAVING PROJECTS – KINSER PIKE & GRANT STREET

This project shall include, but is not limited to, provide all necessary labor, materials, and equipment for the paving projects on Kinser Pike & Grant Street.

ATTACHMENT 'B'

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

1. The undersigned is the _____ of _____.
a. (job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20_____.

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
and acknowledged the execution of the foregoing this _____ day of _____, 20_____.

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/22/2025	Payroll				739,452.40
					<u>739,452.40</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 \$ 739,452.40

Dated this 26th day of August 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: Approve Change Order 1 for Hopewell West (S. Jackson St & S. Rogers St)
Petitioner/Representative: Engineering Department
Staff Representative: Zac Rogers
Date: 8/26/2025

Report: This project was awarded to Crider & Crider on July 1st, 2025.

Due to soil testing requirements on the Hopewell West site, this change order includes the necessary items to stockpile soils for testing purposes in accordance with the Soil Management Plan.

New Items Added to the Contract:

- Stockpiled Material – Includes stripping topsoil, transporting and stockpiling all excavated soils to the designated location, performing dozer work as necessary to move piles to final location, complete grading, redistributing soils as needed for subgrade treatment, furnishing all labor, equipment, and materials required to perform the work.
- Silt Fence – Installation of silt fence around soil stockpiles as needed, estimated quantity of 600 LFT.

Quantity Increase to Existing Item:

- Seed Mixture, Type U, Modified – Increase in quantity to establish vegetation in all disturbed areas created by the soil stockpiling

Time Limit Change: An additional fourteen (14) calendar days will be added to the contract time to accommodate the additional work.

Awarded Contract Amount: \$ 1,687,318.85

Authorized Contract Amount: \$ 1,687,318.85

Change Order #1: \$ 153,444.70

Revised Contract Amount: \$ 1,840,763.55

Contract Cover and Purchase Justification Form

STAFF AND DATES			
Department:	Engineering ▾	Department Head Initials of Approval:	AC
Department Staff:	Zac Rogers	Responsible Attorney:	Aleks Pratt
Date:	Aug 13, 2025	Legal Dept. Tracking Number:	25-688
Board Meeting Date:	Aug 26, 2025	Resolution Number:	25-106
Documents Link:	https://drive.google.com/drive/folders/1ww0dqpvdazmccLPt3sVRQCagGxgH9Cy0?usp=drive_link		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	Crider & Crider	Service or Item Procured (Project)	Hopewell West (S. Jackson St & S. Rogers St)
Total Dollar Amount of Contract:	\$1,840,763.55	Funding Source:	Consolidated TIF, Adams Crossing Area, 4445-15-159001-53990
Due for Signature:	Aug 26, 2025	Expiration Date of Contract:	Jul 2, 2027
Number of One-Year Renewals:		Record Destruction Date:	July 2, 2037
Summary of Contract:	This project shall include, but is not limited to, the construction of one block of Jackson Street and the reconstruction of one block of Rogers Street, from 1st Street to 2nd Street. The project scope includes installation of new stormwater infrastructure, sidewalks, a multi-use path, and a protected bike lane.		

PURCHASE JUSTIFICATION			
Procurement Method:	Not Applicable (NA) ▾	Number of Submittals:	0
Met City Requirements?	Yes ▾	Met Item or Need Requirements?	Yes ▾
List vendors and dollar amounts of solicitations?	N/A		
Were Vendor Presentations Requested?	No ▾	Contract Compliance Form Complete?	Yes ▾
W9/EFT Complete?	Yes ▾	Was the Scoring Grid Used	No ▾
Was the Lowest cost selected? (If 'No', then state why this Vendor was selected to receive the award and contract)	No ▾ This project was awarded to Crider & Crider on July 1st, 2025.		

Purchase and Contract authorization are not complete until this form has been submitted and approved by the City Controller's Office and the Legal Department.



City of Bloomington, Indiana

Change Order Details

Hopewell West (S. Jackson Street & S. Rogers Street)

Description	This project shall include, but is not limited to, the construction of one block of Jackson Street and the reconstruction of one block of Rogers Street, from 1st Street to 2nd Street. The project scope includes installation of new stormwater infrastructure, sidewalks, a multi-use path, and a protected bike lane.
Prime Contractor	Crider & Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403
Change Order	1
Status	Pending
Date Created	07/23/2025
Type	Scope Changes
Summary	Stockpiling of Excavated Soils for Testing
Change Order Description	<p>Due to soil testing requirements on the Hopewell West site, this change order includes the necessary items to stockpile soils for testing purposes in accordance with the Soil Management Plan.</p> <p>New Items Added to the Contract:</p> <ul style="list-style-type: none">• Stockpiled Material – Includes stripping topsoil, transporting and stockpiling all excavated soils to the designated location, performing dozer work as necessary to move piles to final location, complete grading, redistributing soils as needed for subgrade treatment, furnishing all labor, equipment, and materials required to perform the work.• Silt Fence – Installation of silt fence around soil stockpiles as needed, estimated quantity of 600 LFT. <p>Quantity Increase to Existing Item:</p> <ul style="list-style-type: none">• Seed Mixture, Type U, Modified – Increase in quantity to establish vegetation in all disturbed areas created by the soil stockpiling operation.

Time Limit Change: An additional fourteen (14) calendar days will be added to the contract time to accommodate the additional work described above.

Awarded Project Amount	\$1,687,318.85
Authorized Project Amount	\$1,687,318.85
Change Order Amount	\$153,444.70
Revised Project Amount	\$1,840,763.55

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0042	621-06554	LBS	\$12.500	200.000	\$2,500.00	150.000	\$1,875.00	350.000	\$4,375.00
Seed Mixture, Type U, Modified									
			Funding Details						
Bid				200.000	\$2,500.00	0.000	\$0.00	200.000	\$2,500.00
Stockpile				0.000	\$0.00	150.000	\$1,875.00	150.000	\$1,875.00
1 item			Totals	\$2,500.00		\$1,875.00		\$4,375.00	

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0110	111-04715	CYS	7,022.000	\$21.350	\$149,919.70
STOCKPILED MATERIAL:					
			Funding Details		
		Stockpile	7,022.000	\$21.350	\$149,919.70
0120	205-06937	LFT	600.000	\$2.750	\$1,650.00
TEMPORARY SILT FENCE					
			Funding Details		
		Stockpile	600.000	\$2.750	\$1,650.00
2 items					Total: \$151,569.70

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Bid	\$1,687,318.85	\$1,687,318.85	\$0.00	\$1,687,318.85
Stockpile	\$0.00	\$0.00	\$153,444.70	\$153,444.70
2 fund packages	\$1,687,318.85	\$1,687,318.85	\$153,444.70	\$1,840,763.55

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	11/01/2025	11/01/2025	14.0 Days	11/15/2025

The maximum allowed project duration shall be ninety (90) calendar days. Liquidated damages of one thousand dollars (\$1000) per calendar day will be assessed starting on the ninety-first (91st) calendar day after the start date or on November 2, 2025.

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
1 time limit				

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

Doc Express® Document Signing History

Contract: Hopewell West (S. Jackson Street & S. Rogers Street) Document: Change Order 1

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
08/11/2025	Zac Rogers City of Bloomington Electronic Signature (Submitted)
08/11/2025	James Ford Crider & Crider, Inc Digital Signature (Contractor Reviewed)
08/12/2025	Zac Rogers City of Bloomington Digital Signature (PM Reviewed)
08/13/2025	Kendall Knoke City of Bloomington Digital Signature (Engineer Reviewed)
	(Board of Public Works Review)
	(Funding Approved)



Board of Public Works Staff Report

Project/Event: Utility Upgrades for W 2nd St Modernization Project
Staff Representative: Kyle Baugh
Petitioner/Representative: James Hall - Assistant Director T&D
Date: Aug 26th, 2025

Report: City of Bloomington Utilities is requesting road closures and a B-line Trail detour on W 2nd St as part of the W 2nd St Modernization Project located on W 2nd St from S Morton St to S Jackson St. This request is to accommodate Utility relocations and upgrades. The traffic control would be in place from September 21st, 2025 through October 17th, 2025. Details for each phase are included below:

Phase 3

- **Dates:** Overnight **9/21/25 – 9/22/25**
- **Location:** W 2nd St and S Morton St intersection including B-Line Trail crossing.

Phase 4

- **Dates:** **9/22 – 10/8** (includes water line testing and road restoration)
- **Location:** W 2nd St between S Rogers St and S Morton St

Phase 5

- **Dates:** Overnight **10/8/25 – 10/9/25**
- **Location:** W 2nd St and Rogers St intersection

Phase 6 (Final Road & Surface Restoration)

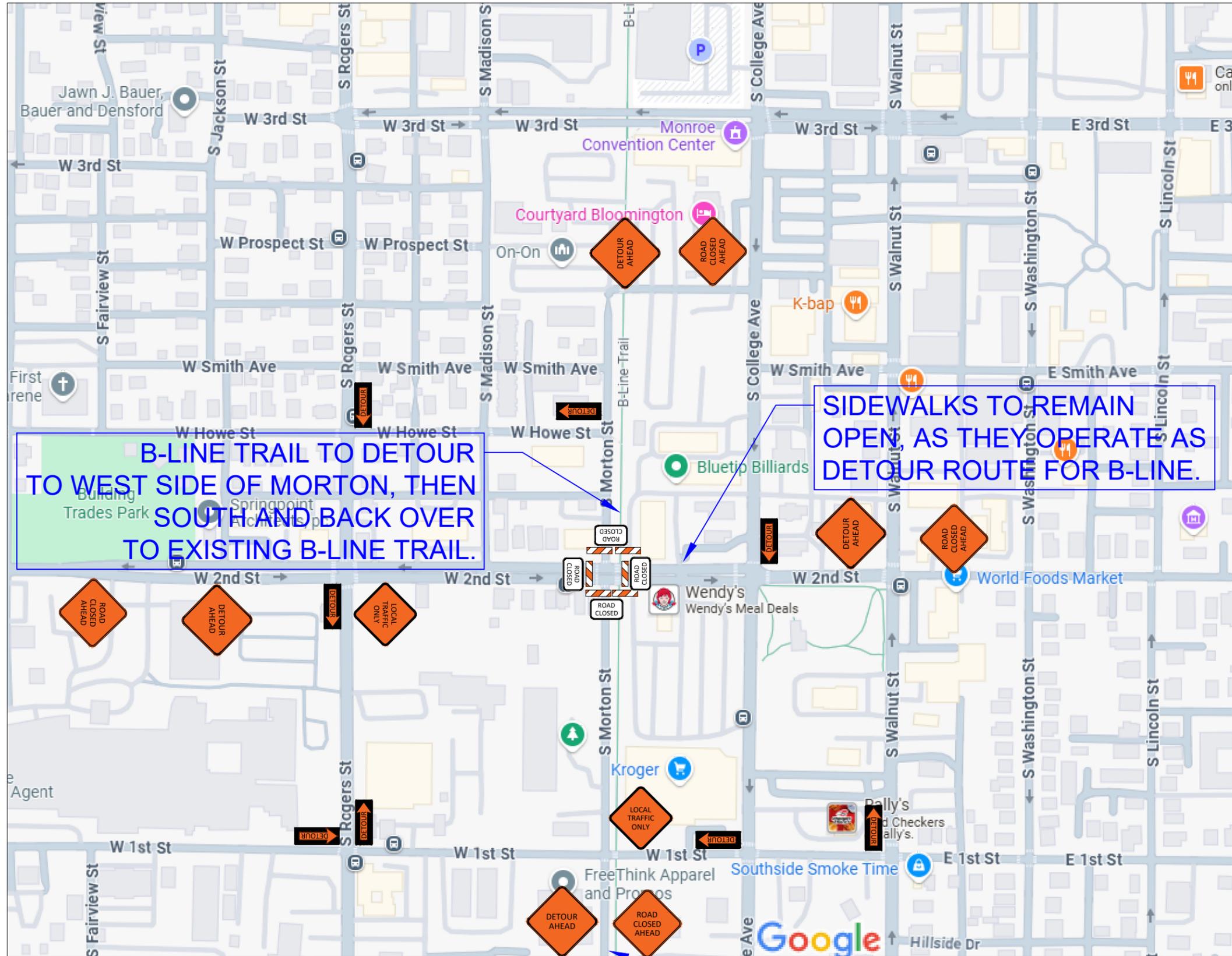
- **Dates:** Begins **10/9/25** after Rogers reopens (may overlap partially with Phase 5 if sewer work progresses smoothly)
- **Location:** W 2nd St between S Jackson and S Rogers

City of Bloomington Utilities has supplied maintenance of traffic plans for all work and will be responsible for closure coordination with relevant stakeholders. There are also no planned sidewalk closures.

Notification checklist:

Notified ?	Stakeholder name/Contact Info	Notes:
Yes	Emergency services	Notice provided via inRoads system
Yes	Bloomington Transit:	
Yes	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 	n/a
N/A	MCCSC: Scott Waddell, Director of Transportation - dwaddell@mccsc.edu	
Yes	Affected property owners	Coordination is ongoing

Site map:



B-LINE TRAIL TO DETOUR TO WEST SIDE OF MORTON, THEN SOUTH AND BACK OVER TO EXISTING B-LINE TRAIL.

SIDEWALKS TO REMAIN OPEN AS THEY OPERATE AS DETOUR ROUTE FOR B-LINE.

SIGNS TO BE PLACED WITH ADVANCED NOTICE



-  M4-9 (R)
-  M4-9 (L)
-  M4-10L
-  M4-10R
-  R3-1
-  R3-2
-  R11-2
-  LOCAL TRAFFIC ONLY
-  DETOUR AHEAD XW20-2
-  ROAD CLOSED AHEAD XW20-3
-  ROAD CLOSED
-  TYPE 3 BARRICADE

PH.3 SIGN TABLE	
SIGN/EQUIPMENT	NO. REQ.
ROAD CLOSED AHEAD XW20-3	4
DETOUR AHEAD XW20-2	4
ROAD CLOSED R11-2	4
LOCAL TRAFFIC ONLY	0
DETOUR LEFT M4-10L	4
DETOUR RIGHT M4-10R	4
RIGHT TURN PROHIBITION R3-1	0
LEFT TURN PROHIBITION R3-2	0
STREET NAME D3-1 ORANGE/BLACK	0
DETOUR W/ ARROW M4-9 (R)	0
DETOUR W/ ARROW M4-9 (L)	0
TYPE III BARRICADE	6

DATE	REVISIONS	No.	BY	APP.



UTILITIES DEPARTMENT

PROJECT NO. xxx	Designed by: MW	Drawn by: MW	Checked by: JH	Approved by:	Date: 08/12/2025
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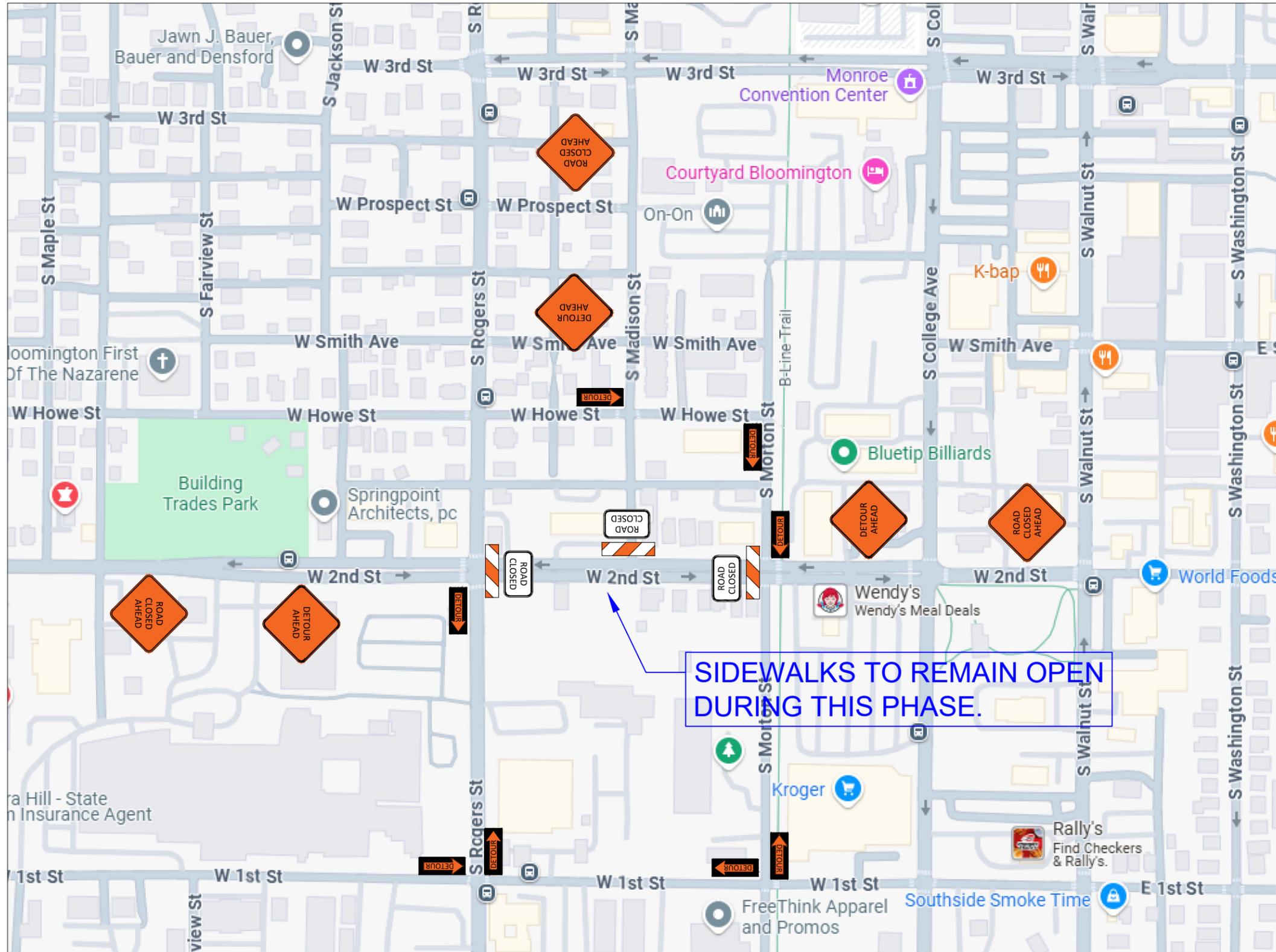
MAINTENANCE OF TRAFFIC PLAN

W 2ND ST PHASE 3

SANITARY SEWER PROJECT

BLOOMINGTON, IN

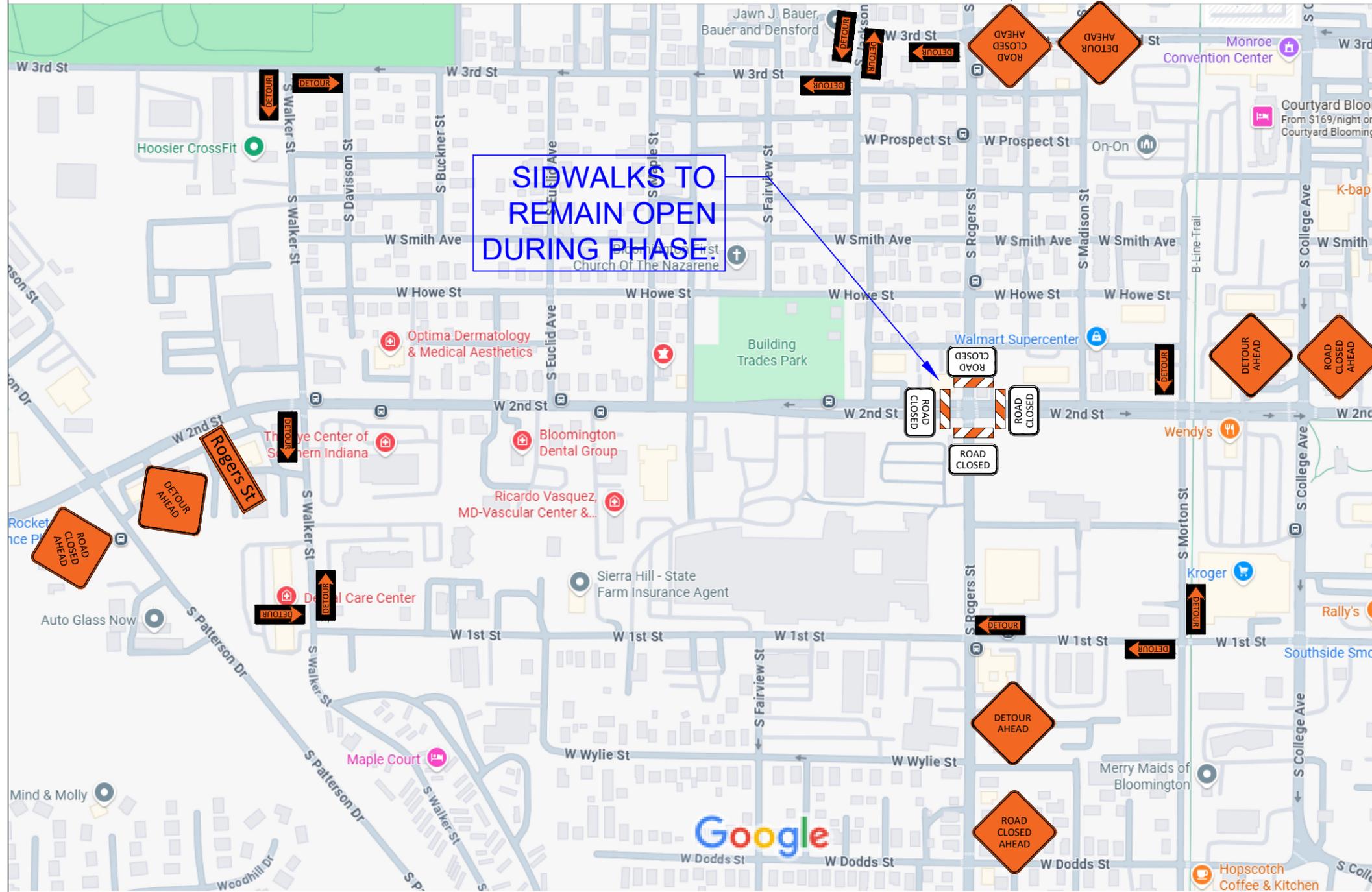
PROPOSED SHEET No. 1 of 4



-  M4-9 (R)
-  M4-9 (L)
-  M4-10L
-  M4-10R
-  R3-1
-  R3-2
-  R11-2
-  XW20-2
-  XW20-3
-  ROAD CLOSED
-  TYPE 3 BARRICADE
- 

PH.3 SIGN TABLE	
SIGN/EQUIPMENT	NO. REQ.
ROAD CLOSED AHEAD XW20-3	3
DETOUR AHEAD XW20-2	3
ROAD CLOSED R11-2	3
ROAD CLOSED TO THROUGH TRAFFIC R11-4	0
DETOUR LEFT M4-10L	4
DETOUR RIGHT M4-10R	4
RIGHT TURN PROHIBITION R3-1	0
LEFT TURN PROHIBITION R3-2	0
STREET NAME D3-1 ORANGE/BLACK	0
DETOUR W/ ARROW M4-9 (R)	0
DETOUR W/ ARROW M4-9 (L)	0
TYPE III BARRICADE	3

					
PROJECT NO. xxx	DESIGNED BY: MW	DRAWN BY: MW	CHECKED BY: JH	APPROVED BY:	DATE: 08/12/2025
MAINTENANCE OF TRAFFIC PLAN	W 2ND ST SANITARY SEWER PHASE 4 PROJECT BLOOMINGTON, IN				
PROPOSED SHEET No. 2 of 4					



Map data ©2025 Google 200 ft



	M4-9 (R) M4-9 (L)		XW20-2
	M4-10L		XW20-3
	M4-10R		
	R3-1		
	R3-2		TYPE 3 BARRICADE
	R11-2		

PH.3 SIGN TABLE	
SIGN/EQUIPMENT	NO. REQ.
ROAD CLOSED AHEAD XW20-3	4
DETOUR AHEAD XW20-2	4
ROAD CLOSED R11-2	4
ROAD CLOSED TO THROUGH TRAFFIC R11-4	0
DETOUR LEFT M4-10L	7
DETOUR RIGHT M4-10R	6
RIGHT TURN PROHIBITION R3-1	0
LEFT TURN PROHIBITION R3-2	0
STREET NAME D3-1 ORANGE/BLACK	0
DETOUR W/ ARROW M4-9 (R)	0
DETOUR W/ ARROW M4-9 (L)	0
TYPE III BARRICADE	4

APP.	BY	No.	REVISIONS	DATE

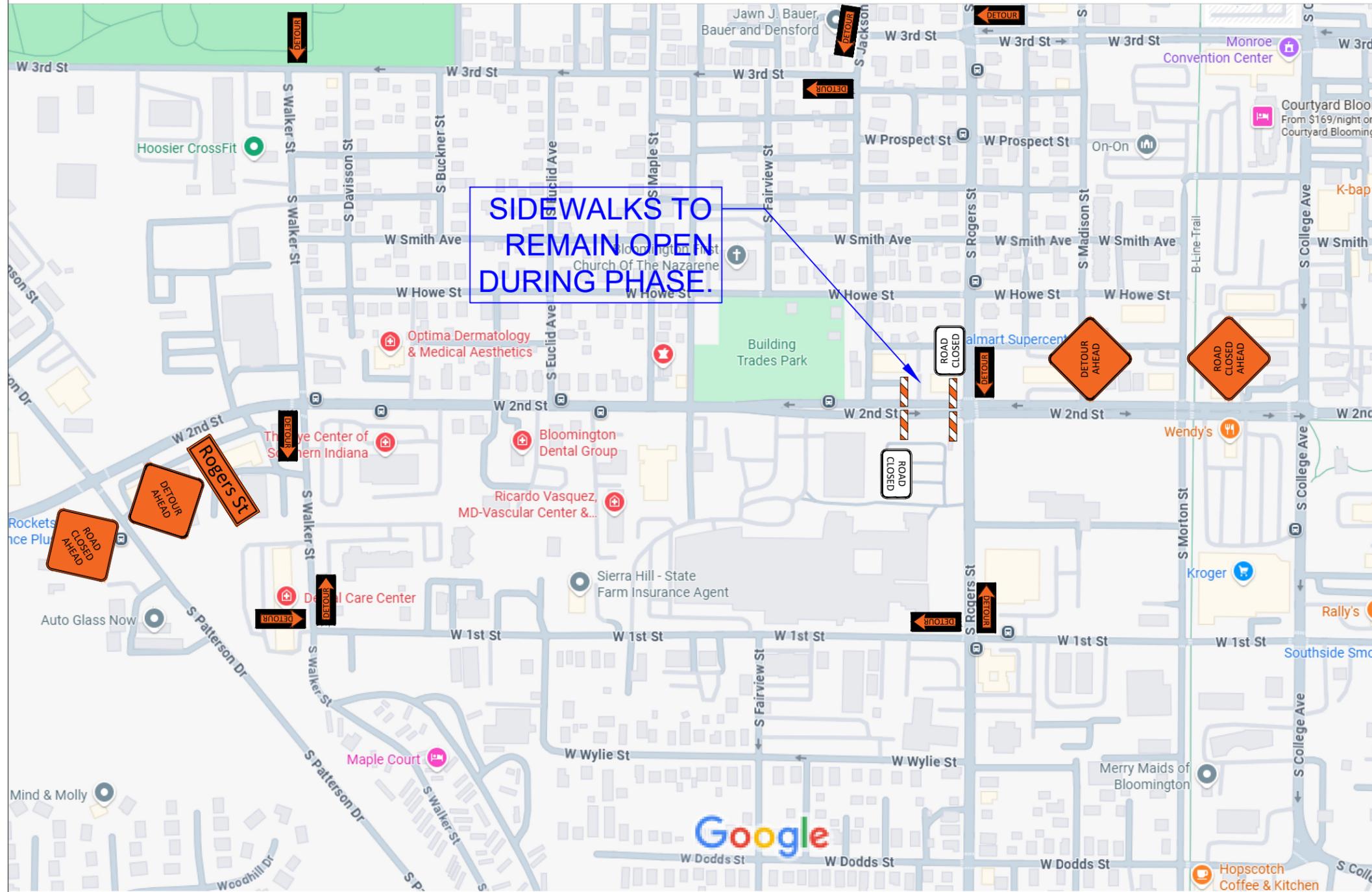
UTILITIES DEPARTMENT

PROJECT NO.	xxx
Designed by: MW	
Drawn by: MW	
Checked by: JH	
Approved by:	
Date:	08/12/2025

MAINTENANCE OF TRAFFIC PLAN

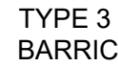
**W 2ND ST SANITARY SEWER
PHASE 4 PROJECT
BLOOMINGTON, IN**

PROPOSED SHEET No. 3 of 4



Map data ©2025 Google 200 ft



-  M4-9 (R)
-  M4-9 (L)
-  M4-10L
-  M4-10R
-  R3-1
-  R3-2
-  R11-2
-  XW20-2
-  XW20-3
-  ROAD CLOSED
-  TYPE 3 BARRICADE
- 

PH.3 SIGN TABLE	
SIGN/EQUIPMENT	NO. REQ.
ROAD CLOSED AHEAD XW20-3	2
DETOUR AHEAD XW20-2	2
ROAD CLOSED R11-2	2
ROAD CLOSED TO THROUGH TRAFFIC R11-4	0
DETOUR LEFT M4-10L	6
DETOUR RIGHT M4-10R	4
RIGHT TURN PROHIBITION R3-1	0
LEFT TURN PROHIBITION R3-2	0
STREET NAME D3-1 ORANGE/BLACK	0
DETOUR W/ ARROW M4-9 (R)	0
DETOUR W/ ARROW M4-9 (L)	0
TYPE III BARRICADE	4

REVISIONS	DATE	BY	APP.



UTILITY DEPARTMENT

PROJECT NO. xxx	Designed by: MW	Drawn by: MW	Checked by: JH	Approved by:	Date: 08/12/2025
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MAINTENANCE OF TRAFFIC PLAN

**W 2ND ST SANITARY SEWER
PHASE 4 PROJECT
BLOOMINGTON, IN**

PROPOSED SHEET No. 4 of 4



Board of Public Works Staff Report

Project/Event: Bone Dry Roofing 2 week single lane closure at 524 N College AVE.

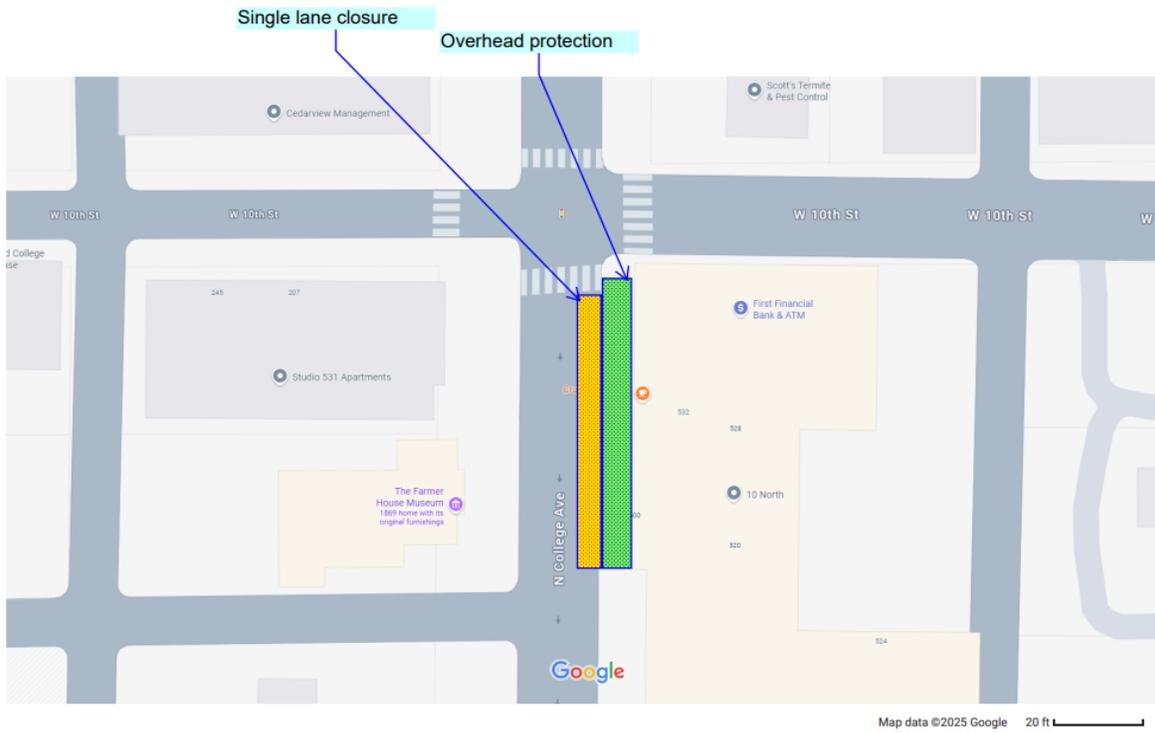
Staff Representative: Zach Bell

Petitioner/Representative: **Zach Brown**

Date: August 26st, 2025

Report: Bone Dry Roofing is requesting a 2 week closure of the eastern most lane of N College Avenue at 524 N College Avenue. This request is to accommodate an aerial lift for metal fascia repair. Overhead protection and the associated traffic control will be in place of College Ave beginning September 1st and lasting until September 14th.

Zach Brown has submitted MOT for the single lane closure and sidewalk detour for mob and demob of overhead protection. Zach Brown has also notified property owners about the BPW meeting and scope of their work.



524 N College Avenue - Bone Dry Roofing - 2 weeks single lane closure of College Avenue.



Board of Public Works Staff Report

Project/Event: CFC Properties 2 week single lane closure at 205 N College AVE
Staff Representative: Zach Bell
Petitioner/Representative: **Shane Salzmann**
Date: August 26st, 2025

Report: CFC Properties is requesting a 2 week lane closure of the western most lane of N College Avenue for masonry work at 205 N College Avenue. This request is to accommodate a crane for masonry work. Overhead protection and the associated traffic control would be in place from October 6th to October 20th.

Shane Salzmann has supplied maintenance of traffic plans for all work. They have also sent Public notice to property owners about the BPW meeting and scope of their work (see packet for details).

Google Maps

Overhead protection

Single lane closure and 8 parking spots



Google

Imagery ©2025 Airbus, Map data ©2025 20 ft

205 N College Avenue - CFC Properties 2 week lane closure of College Avenue.



Board of Public Works Staff Report

Project/Event: Service Agreement with Action Target at BPD Range
Petitioner/Representative: Bloomington Police Department
Staff Representative: Myrick Williams
Date of Board Meeting: August 26, 2025

Report: This Service Agreement is for a one time visit by Action Target technicians to come and conduct maintenance training for the fire arms staff. The technicians will be doing some minor repairs as well at this time. This is a one-time service agreement in the amount of \$1,400.00 from BPD's general fund.



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel
FROM: Enedina Kassamanian, Assistant City Attorney
DATE: August 22, 2025
RE: Service contract for Action Target

Contract Recipient/Vendor Name:	Action Target
Department Head Initials of Approval:	MD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Myrick Williams
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Enedina kassamanian
Record Destruction Date: <i>(Legal to fill in)</i>	8-30-2040
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-691
Due Date For Signature:	8/25/25
Expiration Date of Contract:	Upon execution of services.
Renewal Date for Contract:	N/A one time service contract
Total Dollar Amount of Contract:	\$1400
Funding Source:	General Fund 1101 Services
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Contract Compliance Certification Complete: <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:

A one time visit by Action Target technicians to come and conduct maintenance training for the firearms staff. They will also conduct some minor repairs.

AGREEMENT FOR SERVICES
between the
City of Bloomington Police Department
and Action Target Inc.

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

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 30 th day of August, 2026.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed One Thousand, Four Hundred Dollars and Zero cents (\$1,400.00). Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: The Bloomington Police Department, 220 E. 3rd Street, Bloomington, Indiana 47401 . 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. The Escrow Agent shall hold the escrowed principal and income until receipt of the notice from City and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of City, at which time City shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Escrow Agent to pay to the Contractor the funds in the escrow account, the part of the escrowed principal to be released from the escrow account and the person to whom that portion is to be released. After receipt of the notice, the Escrow Agent shall remit the designated part of the escrowed principal and the escrowed income, minus the Escrow Agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit City from requiring the Escrow Agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4(b).
 - a. **Withholding Funds for Completion of Contract.** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the City, then the City may direct the Escrow Agent or the Board to retain and withhold from payment to Contractor an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the City. The Escrow Agent or the Board shall release the funds withheld under this section after receipt of notice from the City that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the City or another party under contract with the City, said funds shall be released to the City.
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 affirms under penalties for perjury that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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

TO CITY:	TO CONTRACTOR:
City of Bloomington	Painting Contractor
Attn: Bloomington Police Department :	Attn: Terry Sorensen
Attn: Myrick Williams : williamm@bloomington.in.gov Or Atte: Legal Department - COB	Action Target Inc.
	terrysts@actiontarget.com
Address: 220 E. 3rd St. Bloomington, IN 47401	Address: 3411 S. Mountain Vista Parkway, Provo UT 84606-0636
Phone: 812-349-3426	Phone: 801-396-1205

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

ACTION TARGET

BY:

BY:

Kyla Cox Deckard, Board President DATED

(Name Signed) DATED

Mike Diekhoff, Chief of Police DATED

(Name Printed)

Kerry Thomson, Mayor DATED
City of Bloomington

(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: **Provide target maintenance.**

EXHIBIT “B”

PROJECT SCHEDULE

Estimated start date is September 30, 2025. Estimated completion is up to one year from the date of start to account for possible weather delay.

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

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

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

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

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

Signature

Printed name

EXHIBIT “D”

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

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

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

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

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

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

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

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

Signature

Printed name



BETTER EQUIPPED. BETTER PREPARED.™

Bloomington Police Department

To Whom it may concern:

August 22, 2025

Action Target Inc. was incorporated in Utah in 1986. We are in the business of supplying Police, Military, and other agencies with Firearms training equipment and firing range systems. Our Federal Tax ID # is 26- 2492705. DUNS: 36-115-8918. Because of our extensive work with federal agencies, we are the only full line target and range manufacturer that has been given a singular source GSA contract (**GSA #GS-07F-0482Y**), Cage Code #ON2W7) by the federal government. We are the sole manufacturer of all of our current products and parts and have copyright and/or patent protection on most of the major items we manufacture.

Action Target is the original manufacturer of the firearms training equipment currently in use at the **Bloomington Police Department shooting range** . As such we are the only source for replacement parts and factory authorized service and repair. Choosing Action Target will ensure that you get authentic parts, service, and support. Virtually all of the items provided for your range were manufactured by Action Target Inc. Any repairs, service, maintenance, or replacement parts not provided by Action Target cannot be supported by Action Target and will void any remaining warranty. No one else manufactures, supplies or distributes parts for your Action Target system.

Thank you for considering Action Target. No one is better prepared to keep your facility operating better, longer. Please let me know if you have any questions or concerns.

Sincerely,

Terry Sorenson
Range Services Account Manager
Action Target Inc.
Direct Line Phone 801-396-1205
Fax 801-377-8096
Terrys@actiontarget.com



Action Target Inc. 3411 S. Mountain Vista Parkway, Provo, UT 84606-0636 801-377-8033 FAX: 801-377-8096

Bloomington Police Department-RFQ by Capt Myrick Williams

Quotation: 152953 By: Terry Sorenson Printed: 2025-Aug-05

Included Items:

- 2 **Bronze Maintenance Plan, Two, one day visits over the course of one year, A visit is one tech, one day, up to 8hrs max with no min and parts are not included** 4,700.00

Total 4,700.00

Payment Terms:

Net 30

Shipping Terms:

NA

Installation Terms:

NA

Terms and Conditions:

You must reference the Order Number above on your purchase order to secure best price. Action Target reserves the right to adjust installation costs based upon the actual site conditions encountered. Unless explicitly itemized, price does not include taxes, bonds, fees, assessments, licenses, mandatory wage requirements or other regulatory costs which may be applicable to the job site.

Comments:

Bronze Maintenance Plan, Two, one day visits over the course of one year, A visit is one tech, one day, up to 8hrs max with no min and parts are not included - Sales Tax 8.25% - Quote good for 30 day - Action Target is a Sole Source supplier for ATI INC. parts and services.

NOTES:

- * Parts are not included in the above rates unless specifically noted on the quote.
- * Rates include all labor, travel, lodging, and other expenses.
- * Extraordinary repairs or materials may require additional workdays billed above and beyond the scheduled maintenance days.
- * Range must be cleaned prior to the Tech's arrival for service.
- * Please email pictures of the range and equipment to terrys@actiontarget.com prior to visit.

Terms and Conditions

Payment: All previous invoices must be paid in full prior to service. Payment for individual maintenance plan visits and resulting parts (if necessary) will be invoiced immediately following the visit. All payments are due within 30 days of receipt of the invoice. Multiple visit maintenance plans allow for discounted prices on visits only, not parts. The discounted prices are based on how many visits will be made during the contract period, which is typically one year. If you do not accept and schedule every visit in the contract, the discounted prices for the previous visits will be adjusted retroactively to reflect the actual number of visits and you will be invoiced accordingly. If your account is on credit hold, Action Target will not send a technician until the account is current.

Parts: Unless specifically included within this proposal, all parts used during maintenance visits are extra. Parts will not be used or ordered without approval from the facility personnel. ATI can utilize spare parts the facility has on hand to accomplish minor repairs. Should an extra visit be required to install ordered parts, additional charges may be incurred. It is recommended that you secure a separate parts allowance during the maintenance approval process. This will allow you to order parts when needed without going through a separate approval process each time.

Scheduling: Please call to request a visit date allowing for at least 6 weeks of lead time. A visit occurring with less lead time may incur additional expedited travel charges.

NOTE: If you cancel within 5 days of a scheduled visit, Action Target will bill you for \$500 to help cover the cost of canceled airfare and other expenses incurred. If you cancel in less than 2 days, this could be higher due to airfare cancellation fees and not being able to reschedule a visit for the Tech. The full amount of the visit may be and can be charged.

Scope of Work: ATI will service ATI furnished devices/parts/systems only. Service on third party equipment or components may need to be referred to the original manufacturer. Maintenance visits are not renovations or remodels. ATI's work is limited to functionality testing, reasonable repairs, adjustments, safety check, and overall operational maintenance.

Unless specifically included in this proposal, heavy maintenance items like dropping auger troughs, flipping bullet trap plates, changing bullet trap chambers etc., are not included in normal maintenance visits. Heavy maintenance services are available and can be scheduled separately.

If access to the range is through any door narrower than 48", labor costs may be significantly impacted. Work areas must be clean and free from storage items, equipment, tools, or other obstacles that might impede access to work areas or limit ability to perform contracted work.

Labor and scope of work details are based on "one day" being defined as an 8-hour period. It is possible that the scope of work may be completed in less than 8 hours.

Lead Remediation: Unless specifically included in this proposal, ATI is not responsible for any removal of lead or cleaning of the facility of lead. The facility is responsible for disposal and recycling of lead and other waste from housekeeping and maintenance services. The facility is also responsible for disposal of replaced equipment or components like impact plates, bullet trap chambers, etc.

Exclusions: ATI is not responsible for the following:

1. Any ATI system parts, devices, air compressors, or structures that are damaged due to accidents, normal wear and tear, abuse, negligence, acts of God, absence of recommended cleaning, lubrication, absence of recommended preventative maintenance, or ballistic damage due to inappropriate ballistic application or ammunition.
2. Prevailing wage, holiday pay, or premium time labor.
3. Any material or labor not included in the foregoing.
4. Any required line power, outlets, or power panels.
5. Permits, bonds, licenses, taxes, engineering, drawings, or reports not listed above.
6. Collection and removal of lead and/or lead dust or fragments.
7. Dumpster or other disposal or waste transportation costs.
8. Structural design.
9. Concrete including cutting, coring, and patching.
10. Site preparation. (Electrical outlets, buried utility lines or conduits, drainage, etc.)
11. Offloading or lift gate delivery.
12. Removal of walls or other construction elements.
13. Removal of dirt, rocks, or other debris blocking access to work areas or range equipment.

* Parts are not included in the above rates and will be billed separately as needed and approved.

* Rates include all labor, travel, lodging, PPE, insurance, and other expenses.

* See the following pages for a detailed description of services, terms, and conditions.

* Extraordinary repairs or materials may require additional workdays billed above and beyond the scheduled maintenance days.

Disclosure Statement: ?Any and all information and data contained herein is the property of Action Target Inc (ATI); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.?

?Customer understands and acknowledges that ATI has expended and continues to expend significant time and expense in recruiting and training its employees, agents, representatives, and contractors (?Covered Person?) and that the loss of any Covered Persons would cause significant and irreparable harm to ATI. Customer agrees and covenants not to solicit directly or indirectly, hire, or recruit, or attempt to solicit, hire, or recruit, any Covered Person or any Covered Person who has been employed by or hired by ATI in the previous 12 months or induce the termination of employment or contract of any Covered Person, regardless of the reason for the termination.

This non-solicitation provision explicitly covers all forms of oral, written, or electronic communication, including, but not limited to, communications by email, regular mail, express mail, telephone, fax, instant message, and social media, including, but not limited to, Facebook, LinkedIn, Instagram, and Twitter, and any other social media platform, whether or not in existence at the time of entering into this Agreement.?

Email, Fax, or mail this signed proposal to begin scheduling your maintenance visits.

Fax Number
801-377-8096

Mail Address
Action Target / ATTN: Maintenance Plans / PO Box 636 / Provo, UT / 84601

Or Contact Terry Sorenson 801-396-1205 Terrys@actiontarget.com with additional questions or for more information.

Maintenance Plan Approval Signature: _____

Printed Name: _____

Approval Date: _____



Board of Public Works

Staff Report

Project/Event:	Environmental Deed Restriction
Petitioner/Representative:	City of Bloomington Utilities Department
Staff Representative:	Kelsey Thetonia
Meeting Date:	August 26, 2025

City of Bloomington Utilities (CBU) wishes to install two bioretention ponds at the intersection of 8th and Fountain to help mitigate stormwater issues in the area. One of the bioretention ponds will be installed on the west side of 8th Street on property currently owned by the Redevelopment Commission. The other bioretention pond will be installed on a triangular piece of real estate on the east side of 8th Street (depicted in the deed restriction). To properly install these bioretention ponds, it was necessary to conduct environmental studies. Those environmental studies were completed in 2024 and resulted in the proposed Environmental Restrictive Covenants for the affected parcels.

CBU seeks confirmation of approval from the BPW to install a bioretention pond on this property and further asks that BPW sign the deed restriction. CBU will hire an environmental consulting firm to oversee the implementation of the Soil Management Plan during construction. This project was awarded a CDBG grant and CBU is working with HAND staff to ensure the project is completed.

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT is made this ____ day of _____, 202__, by City of Bloomington ("Owner").

WHEREAS: Owner is the fee owner of certain real estate in the County of Monroe, Indiana, which is located at West Fountain Drive & West 8th Street in Bloomington and more particularly described in the attached **Exhibit "A"** ("Real Estate"), which is hereby incorporated and made a part hereof. The Real Estate was acquired by Warranty Deed on December 13, 1960, and recorded on January 6, 1961, in Book 137, Page 46, in the Office of the Recorder of Monroe County, Indiana. The Real Estate consists of approximately 0.09 acre and is identified by the State by parcel identification number 53-05-32-307-089.000-005. The Real Estate to which this Covenant applies is depicted on a map attached hereto as **Exhibit "B"**.

WHEREAS: A Site Status Letter, a copy of which is attached hereto as **Exhibit "C"**, was prepared and issued by the Indiana Department of Environmental Management ("the Department" or "IDEM") pursuant to the Indiana Brownfields Program's ("Program") recommendation at the request of the Owner to address the redevelopment potential of the Real Estate which is one of two parcels that comprise a brownfield site resulting from a release of hazardous substances on or in the vicinity the Real Estate, Program site number BFD #4050015 (the "Site").

WHEREAS: The Site Status Letter, as approved by the Department, provides that certain contaminants of concern ("COCs") were detected in soil on the Real Estate but will not pose an unacceptable risk to human health at the detected concentrations provided that the land use restrictions contained herein are implemented and maintained to ensure the protection of public health, safety, or welfare, and the environment. The COCs are arsenic and lead in soil.

WHEREAS: Soil and soil gas on the Real Estate were sampled for volatile organic compounds ("VOCs"), semi-volatile organic compounds ("SVOCs"), Resource Conservation and Recovery Act ("RCRA") metals, polychlorinated biphenyls ("PCBs"), per- and polyfluorinated substances ("PFAS"), and/or hexavalent chromium. Investigations detected various levels of COCs in soil above published levels established by IDEM in the *Risk-based Closure Guide* ("R2") (July 8, 2022, and applicable revisions). Arsenic and lead were detected in soil above their applicable residential soil published levels ("RSPLs"). Soil analytical results above applicable R2 published levels are summarized on Table 1, attached hereto as **Exhibit "D"**. A site map, attached hereto as **Exhibit "E"**, depicts sample locations on the Real Estate at which the COCs were detected in soil above applicable R2 published levels.

WHEREAS: Notwithstanding contaminants in soil and groundwater on the Site having been detected at levels above R2 published levels, IDEM approved a conditional

commercial closure of environmental conditions at the Site, including the Real Estate, under the R2 since: (1) lead in soil has been delineated on parcel #53-05-32-307-117.000-005 of the Site, (2) the exposure pathway to lead and arsenic in soil can be addressed by following the Department-approved soil management plan (“SMP”) (IDEM Virtual File Cabinet (“VFC”) Document #83780481), (3) groundwater flow is intermittent on the Site and limited to occurring after a significant rainfall event due to the proximity of the soil/bedrock interface; therefore, limiting groundwater contaminant migration; (4) the Karst Drainage Study determined that the proposed stormwater retention basin will not have a significant impact on spring flow at the Illinois Central Spring, (5) the Site has access to a municipal water source; and (6) potential exposure to detected soil and/or groundwater contamination on the Site can be controlled with an institutional control. Therefore, environmental conditions on Real Estate meet applicable commercial cleanup criteria in the R2 so long as the land use restrictions required by this Covenant are maintained.

WHEREAS: The detection of COCs above applicable R2 residential soil published levels on the Real Estate required soil management activities to be prescribed in a Department-approved SMP (IDEM VFC Document #83780481) to ensure no exposure to contamination during redevelopment activities on the Real Estate.

WHEREAS: Any reference in Section I (Restrictions), below, to the *Risk-based Closure Guide* (“R2”) (July 8, 2022, and applicable revisions) shall, if the R2 has been superseded following the effective date of this Covenant, mean the Department’s current risk-based remediation guidance.

WHEREAS: Environmental reports and other documents related to the Real Estate are hereby incorporated by reference and may be examined at the Public File Room of the Department, which is located in the Indiana Government Center North at 100 N. Senate Avenue, 12th Floor East, Indianapolis, Indiana. The documents may also be viewed electronically by searching the Department’s Virtual File Cabinet on the Web at: <https://www.in.gov/idem/legal/public-records/virtual-file-cabinet/>.

NOW THEREFORE, City of Bloomington subjects the Real Estate to the following restrictions and provisions, which shall be binding on City of Bloomington and all future owners:

I. RESTRICTIONS

1. Restrictions. The Owner and all future owners:
 - (a) Shall not use or allow the use of the Real Estate for residential purposes, including, but not limited to, daily childcare facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
 - (b) Shall neither engage in nor allow the disturbance (e.g., drilling) or excavation (e.g., stockpiling or removal) of soil on the Real Estate except in accordance with the soil management plan (“SMP”) for the Real Estate approved by the

Department (VFC Document #83780481) and any subsequent Department-approved modifications thereto.

II. GENERAL PROVISIONS

2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon and inure to the benefit of the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees or their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control ("Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in all or any part of the Real Estate by any person shall limit the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.
3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent owner or Related Party agrees to comply with the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of determining whether the land use restrictions set forth in paragraph 1 above is being properly maintained (and operated, if applicable) in a manner that ensures the protection of public health, safety, or welfare and the environment. This right of entry includes the right to take samples, monitor compliance with the remediation work plan (if applicable), and inspect records.
5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances) the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____ 20__, RECORDED IN THE OFFICE OF THE RECORDER OF MONROE COUNTY ON _____, 20__, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and include

(a) a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if the instrument has been recorded, its recording reference(s), and (c) the name and business address of the transferee.

7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate the Department if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, the Department shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that contaminants of concern on the Real Estate no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Monroe County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner from complying with any other applicable

laws.

13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, guidelines, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:
Katherine Zaiger
City of Bloomington Utilities
600 East Miller Drive
Bloomington, Indiana 47401

To Department:
Indiana Brownfields Program
100 N. Senate Avenue, Rm. 1275
Indianapolis, Indiana 46204
ATTN: Tracey Michael

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

This instrument prepared by: _____ (Printed Name of Preparer)

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.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

ACKNOWLEDGMENT BY A NOTARY

IN WITNESS WHEREOF, City of Bloomington, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this _____ day of _____, 20____.

City of Bloomington

By: _____

Print Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____(name), _____(title) of the Owner, _____, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this ___ day of _____, 20____.

_____, Notary Public

Residing in _____ County, _____

My Commission Expires:

EXHIBIT A

Warranty Deed for the Real Estate

Warranty Deed BOOK 137 PAGE 46

14023

This Indenture Witnesseth, That Richard Greene and Mary Greene,

husband and wife, of Monroe County, in the State of Indiana, Convey and Warrant to The City of Bloomington,

themselves, of Monroe County, in the State of Indiana, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration not expressed herein, the receipt whereof is hereby acknowledged, the following described Real Estate in Monroe County in the State of Indiana, to-wit:

A part of Lot Number 101 in Waterman's Addition to the City of Bloomington, Indiana, as shown by the recorded plat thereof, bounded and described as follows, to-wit: Beginning at a point 100 feet West of the Southeast corner of said Lot Number 101; thence North to the South right-of-way line of the Vernal Pike Road; thence in a Southeasterly direction over and along the said South right-of-way line to the Southeast corner of said Lot Number 101; thence thence West and along the South right-of-way line of West Eighth Street, 100 feet and to the place of beginning.

In Witness Whereof, the said Richard Greene and Mary Greene,

husband and wife, have hereunto set their hands and seals this 13th day of December 19 60.

Mary Greene (Seal) Mary Greene

(Seal)

Richard Greene (Seal) Richard Greene

(Seal)

(RECORDER'S STAMP)

RECORDED AT 9:30 O'clock A.M.

11 JAN 6 1961

Roch. Poling RECORDER MONROE CO., IND.

STATE OF INDIANA, COUNTY OF MONROE, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 13th day of December, A. D., 19 60,

personally appeared the within named Richard Greene and Mary Greene,

husband and wife, Grantors in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires:

March 2, 1961

Donald M. Brummitt

Donald M. Brummitt Notary Public

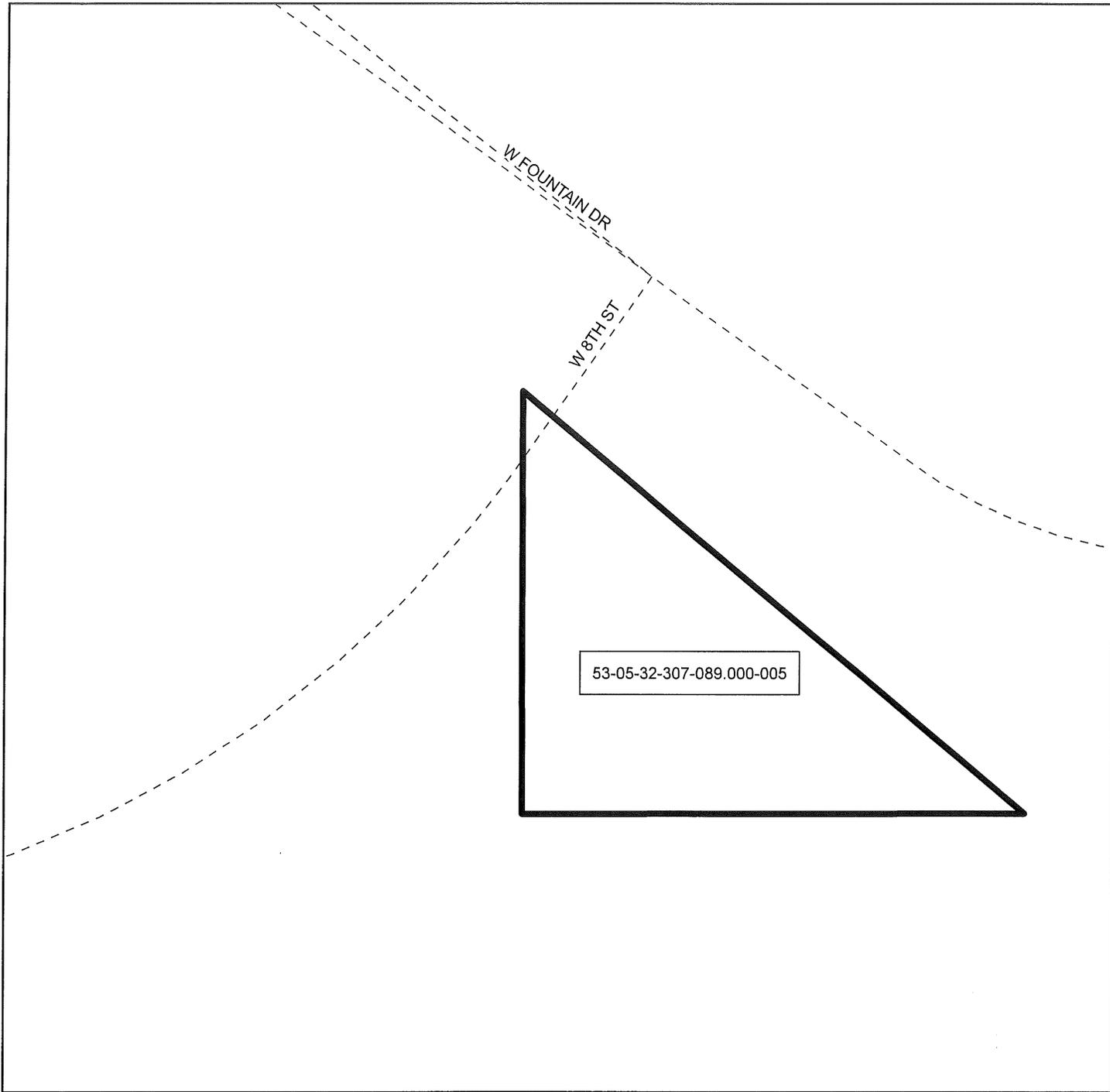
This Instrument prepared by Donald A. Rogers

City

EXHIBIT B

Map of the Real Estate

Indiana Brownfields Program Number 4050015 - Real Estate



Mapped By: Vickey Robinson, GIS & Digital Services Specialist, Indiana Brownfields Program, April 21, 2025

Real Estate: Warranty Deed – Book 137, Page 46
Recorded 01/06/1961

Parcel Info: The Real Estate consists of Parcel Identification Number:
53-05-32-307-089.000-005

PLSS Info: Section 32, T9N, R1W, Bloomington Township, Monroe County, Indiana

Property Info: W Fountain Drive, Bloomington, Indiana

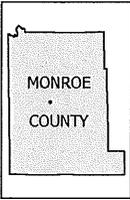
Disclaimer: This Map is intended to serve as an aid in graphic representation only.
This information is not warranted for accuracy or other purpose.

 REAL ESTATE
 STREET

Monroe County



Project Area



Legend:



Scale:

0 10 20 40 Feet
0 3 6 12 Meters

EXHIBIT C

Copy of the Site Status Letter



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

100 N. Senate Avenue • Indianapolis, IN 46204
(800) 451-6027 • (317) 232-8603 • Fax (317) 233-6647 • www.idem.IN.gov

Mike Braun
Governor

Clint Woods
Commissioner

July 21, 2025

Katherine Zaiger
City of Bloomington Utilities
600 East Miller Drive
Bloomington, Indiana 47401

Re: **Site Status Letter**
Ed Greene Property
West Fountain Drive & West 8th Street
(aka North Hopewell &
8th Street, Vernal Pike NW)
Bloomington, Monroe
Brownfield #4050015

Dear Ms. Zaiger:

In response to a request by IWM Consulting Group, LLC (IWM) on behalf of the City of Bloomington Utilities to the Indiana Brownfields Program (Program) for assistance concerning the property located at West Fountain Drive & West 8th Street, Bloomington (Site), the Indiana Department of Environmental Management (IDEM) has agreed to provide this Site Status Letter to clarify IDEM's position on the necessity of an environmental response action at the Site. This letter is not a legal release from liability. It will, however, help to establish whether environmental conditions at the Site might be a barrier to redevelopment or property transfer.

As part of the request for assistance in determining any existing environmental contamination and potential liability to undertake response activities at the Site, Program staff have reviewed the following documents, prepared by IWM, which may be viewed electronically by searching online by the noted document number in IDEM's Virtual File Cabinet (VFC) accessible through IDEM's website.

- *Phase I Environmental Site Assessment* (January 2024 Phase I ESA Report), dated January 18, 2023 (Document #83605277)
- *Phase II Environmental Site Assessment* (January 2024 Phase II ESA Report), dated January 23, 2024 (Document #83605280)
- *Further Site Investigation Report* (January 2025 FSI Report), dated January 24, 2025 (Document #83757449)
- *Karst Drainage Study Report* (January 2025 Karst Drainage Report), dated January 29, 2025 (Document #83757450)
- *Soil Management Plan* (March 2025 Soil Management Plan), dated March 14, 2025 (Document #83780481)

Visit on on.IN.gov/survey or scan the QR code to provide feedback.

We appreciate your input!



Site Description and History

The 0.27-acre Site is comprised of two vacant parcels located at West 8th Street and Fountain Drive and identified by State parcels #53-05-32-307-117.000-005 and #53-05-32-307-089.000-005. The parcels were acquired by City of Bloomington entities over a period of years. State parcel #53-05-32-307-117.000-005 (West Parcel) was conveyed to the City of Bloomington in December 1960. State parcel #53-05-32-307-089.000-005 (East Parcel) was conveyed to the City of Bloomington Department of Redevelopment in August 1994. Both parcels are located on the south side of West Fountain Drive and are divided by West 8th Street. It is unknown if these parcels were ever developed with buildings. The City of Bloomington plans to redevelop the Site into two stormwater retention basins.

The West Parcel adjoins the former Ed Greene & Sons Junkyard Facility (Former Greene & Sons). Records indicate that Ed Greene salvaged Westinghouse transformers/capacitors (from the Lemon Lane Landfill Superfund site) and operated an automobile salvage yard prior to 1950 and it is unknown when operations on the salvage yard property ceased. In September 1985, United States Environmental Protection Agency (U.S. EPA) personnel interviewed the former owner, Ed Greene, regarding the salvaging of capacitors and transformers at the junkyard. Mr. Greene stated that he had purchased “cleaned” copper and brass from the Lemon Lane Landfill but did not haul in capacitors and/or transformers for salvage.

The Site is surrounded to the north by a residence and a welding shop, to the east by Fountain Drive and North Adams Street, to the south by multiple residences, and to the west by a plumbing contractor and a residence.

Historical Environmental Conditions

In November 2003, ten test pits were dug across the adjoining Former Greene & Sons property in areas where: scrap metal had been processed, weighed, and stored; historical dumping was observed; a drainage swale had flowed east from the junkyard and railroad track; and junk automobiles were stored. Test pit #3 (TT-3) was completed on the northwestern corner of the Site to the east of the scrap metal processing/storage area on the adjoining property.

Depth to bedrock was located approximately 5 feet below ground surface (bgs) across the Former Greene & Sons property with materials described as fill and debris in the subsurface. TT-3, completed on the Site, was dug adjacent to the off-Site area where scrap metal and auto parts were processed and stored. A scale house and an old streetcar used as a metal storage building were also located on this off-Site west-adjacent area. Waste material within the off-Site test pits was between 1 and 3 feet in thickness and consisted of broken glass, wood, metal automobile parts, metal debris, rubber, cinders, brick and stone, stained soil, and an unknown fibrous material. If materials were detected on-Site within TT-3, they were not documented in records.

Once the excavation was completed, a sample was collected from a sidewall of each of the test pits for analysis of volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), Resource Conservation and Recovery Act (RCRA) metals, and polychlorinated biphenyls (PCBs). Soil sample analytical results detected lead above its residential soil published level at 596 parts per million (ppm) in on-Site sample TT-3 (Document #14529150, page 31).

Environmental Conditions

For purposes of evaluating Site conditions for closure, sample analytical results were compared to IDEM's *Risk-based Closure Guide* (R2) (July 8, 2022 and applicable revisions) published levels as follows: soil samples collected at depths between 0 and 10 feet bgs were compared to R2 residential and commercial soil published levels (RSPLs and CSPLs, respectively); soil samples collected between 0 and 15 feet bgs were compared to the excavation worker soil published levels (XSPLs); and, soil samples collected at depths greater than 15 feet bgs were not evaluated unless a subsurface structure was anticipated to extend to depth greater than 15 feet bgs because of the unlikely risk of exposure to soil at that depth. Groundwater samples were compared to groundwater published levels (GWPLs). If total and dissolved/filtered groundwater samples were collected per Section 2.2.5 of R2 and IDEM Nonrule Policy Document (NPD) Waste-0057, only the dissolved/filtered groundwater samples were compared to GWPLs. Exterior soil gas samples were compared to R2 residential soil gas published levels (RSGPLs) and commercial soil gas published levels (CSGPLs).

FFY23 CERCLA 128(a) BIL Brownfield Funded Activities

January 2024 Phase I ESA Report

The January 2024 Phase I ESA Report documents the following recognized environmental conditions (RECs):

- The proximity to the former Ed Greene & Sons Junkyard as well as reported historical activities at the Site related to handling of transformers creates potential for contamination and is considered a REC.
- Based on the historical operations and limited site investigations at the west adjacent Ed Greene & Sons Junkyard, potential surface soil, groundwater and/or vapor contamination could be present at the Site. Based on this information, further investigation is needed, including addressing the potential for a vapor encroachment condition (VEC). The lack of investigations along with historical operations on the Site is considered a REC and VEC.

January 2024 Phase II ESA Report

In December 2023, a ground penetrating radar (GPR) survey was completed across the Site; then, ten soil borings (EG-GP01 through EG-GP10) were completed with temporary wells and five shallow exterior soil gas points were installed to a depth

above 5 feet bgs to identify contamination at the Site. Soil borings were advanced to a maximum depth of 9.5 feet bgs where the bedrock interface was encountered.

Eleven surface soil samples including one duplicate sample (EG-SS01 through EG-SS10 and EG-SS-FD1), two groundwater samples including one duplicate sample (EG-GP08 and EG-GW-FD1), and six shallow exterior soil gas samples including one duplicate sample (EG-SGe01 through EG-SGe05 and EG-SGe-FD1) were collected for laboratory analysis of some or all of the following: VOCs, SVOCs, total and dissolved RCRA metals, PCBs, hexavalent chromium, and per- and polyfluorinated substances (PFAS). Groundwater was not encountered in nine of the ten temporary groundwater monitoring wells (EG-GP01 through EG-GP07, EP-GP9, and EG-GP10); therefore, only one groundwater sample was collected.

Soil sample analytical results detected arsenic, perfluorooctanoic acid (PFOA), and perfluorodecanoic acid (PFDA) in multiple samples at levels above their respective RSPLs. No other constituents analyzed in soil were detected at levels above applicable R2 published levels. Refer to Table 1, below, for a summary of contaminants in soil above applicable R2 published levels.

TABLE 1
2023 Soil Concentrations Exceeding Applicable IDEM R2 Published Levels

Sample		Contaminant Detected & Results (parts per million (ppm))		
ID	Depth (feet bgs)	Arsenic	PFOA	PFDA
EG-SS-FD1* (EG-SS01 DUP)	0-2	10.6	<0.00011	<0.00011
EG-SS07		16.2	0.00045	0.0002
EG-SS08		10.4	0.00040	0.00036
EG-SS09		11.4	0.00039	0.00026
EG-SS10		11.9	0.00068	0.00035
RSPL		10	0.0003	0.0002
CSPL		30	0.0008	0.002
XSPL		900	0.04	0.003

Notes: **bold** = above R2 Residential Soil Published Level
 bgs = below ground surface
 * = EG-SS-FD1 is a duplicate sample of EG-SS01
 PFOA = perfluorooctanoic acid
 PFDA = perfluorodecanoic acid

Perfluorooctanesulfonic acid (PFOS) and PFOA were detected above their respective GWPLs in sample EG-GW-GPO8 and its duplicate sample (FD1). In addition, the laboratory detection limit exceeded the GWPL for PFDA; therefore, it is inconclusive as an actual detected level. Refer to Table 2, below, for a summary of PFAS levels in groundwater above applicable R2 published levels. No other constituents analyzed in groundwater and no constituents in soil gas were detected at levels above applicable R2 published levels.

TABLE 2
2023 PFAS Concentrations in Groundwater Exceeding IDEM R2 Published Levels

Sample ID	Contaminant Detected & Results (parts per billion (ppb))		
	PFOS	PFOA	PFDA
EG-GW-GP08	0.0755	0.0259	<0.0194 [^]
EG-GW-FD1*	0.0746	0.0241	<0.0106 [^]
GWPL	0.004	0.004	0.00004

Notes: **bold** = above R2 Groundwater Published Level
 * = EG-GW-FD1 is a duplicate sample of EG-GW-GP08
 ^ = laboratory detection limits were higher than the R2 Groundwater Published Level and, therefore, this data is inconclusive as an actual detected level
 PFOS = perfluorooctanesulfonic acid
 PFOA = perfluorooctanoic acid
 PFDA = perfluorodecanoic acid

January 2025 FSI Report

In October 2024, a GPR survey was completed, and eleven soil borings (EG-SB01 through EG-SB11) were advanced to a maximum depth of 9 feet bgs on (or just off) both parcels of the Site. Soil borings EG-SB01 through EG-SB06 were completed in and around former test pit #3 sample (TT-3) on the West Parcel and off-Site along West Fountain Drive (EG-SB03) for the collection of subsurface soil samples to delineate lead in soil. Soil borings EG-SB07 through EG-SB09 were advanced on the East Parcel to collect deeper soil samples where none had previously been collected. Later in October, step-out hand auger borings were advanced on the West Parcel of the Site (EG-SB11), to the southeast of EG-SB02, and off-Site (EG-SB10), to the southeast of off-Site boring EG-SB-03.

Twenty-five soil samples, including two duplicate samples, were collected for analysis of some or all of the following: VOCs, SVOCs, PAHs, PCBs, RCRA metals, total lead and Toxic Characteristic Leaching Procedure (TCLP) lead. Arsenic was detected above its RSPL but below its CSPL in multiple soil samples on both parcels. Lead was detected above its RSPL in sample EG-SL-SB07 on the East Parcel and was above its XSPL in off-Site samples EG-SL-SB03 and EG-SL-SB10, adjacent to the West Parcel within the right-of-way (ROW) of West Fountain Drive. No soil samples failed TCLP lead analysis. No other contaminants were detected above their respective R2 published levels. Refer to Table 3, below, for a summary of soil analytical data above applicable R2 published levels.

In December 2024, six hand auger soil borings (EG-SB12 through EG-SB17) were advanced on- and off-Site to the south and southeast of EG-SB10 (off-Site) and EG-SB11 to delineate lead at levels above its XSPL. Soil boring EG-SB14 was advanced off-Site to the southeast of EG-SB10. Hand auger borings were completed to a maximum depth of 4 feet bgs. Eighteen soil samples including two duplicate samples were collected for analysis of VOCs, SVOCs, PAHs, PCBs, RCRA metals and TCLP

lead. Lead was detected above its CSPL in off-Site sample EG-SL-SB14 and above its XSPL. No other contaminants were detected at levels above their respective R2 published levels. Refer to Table 3, below, for a summary of soil analytical data above applicable R2 published levels.

TABLE 3
2024 Soil Concentrations Exceeding Applicable IDEM R2 Published Levels

Sample			Contaminant Detected & Results (parts per million (ppm))	
ID	Depth (feet bgs)	Date	Arsenic	Lead
EG-SL-SB03*	0-2	10/1/24	NA	719
	2-4			<u>1,420</u>
EG-SL-SB04	2-4		15.4	16.1
	4-6		20.3	25.8
EG-SL-SB05	9-11		16.3	26.8
EG-SL-SB07	2-4		13.1	613
	6-8		22.1	36.2
EG-SL-SB08	3-5		10.6	41.5
	5-7		23.0	41.8
	7-9		11.0	17.4
EG-SL-SB09	6-8	13.5	33.9	
EG-SL-SB10*	0-2	10/30/24	NA	<u>2,150</u>
EG-SL-SB11	0-2			<u>2,220</u>
	2-4			<u>1,030</u>
EG-SL-SB14*	0-2	12/17/24	NA	812
EG-SL-FD01				391
EG-SL-SB16				201
RSPL			10	200
CSPL			30	800
XSPL			900	1000

Notes: **bold** = above R2 Residential Soil Published Level
italics = above R2 Commercial Soil Published Level
underline = above R2 Excavation Worker Soil Published Level
 bgs = below ground surface NA = not analyzed
 DUP = field duplicate * = off-Site

January 2025 Karst Drainage Report

In October and November 2024, a Karst Drainage Study was conducted to determine if the proposed stormwater retention basin will have a significant impact on spring flow at the Illinois Central Spring where water is treated and disposed of due to its connectivity to and contamination from the Lemon Lane Landfill Superfund site.

Prior to the introduction of the dye at the drainage basin, background data was collected to determine if fluorescent dyes were present in the springs or surface water at sampling locations. Fluorescent dyes can be present in urban springs and surface waters due to contamination from natural and human sources including engine coolant, cleaning products and/or previous dye trace studies. Previous dye trace studies

determined that groundwater at the Site generally flows south, southeast, and southwest emerging at lower elevations along hillsides at seeps and springs. One of the dye lines shows a groundwater connection between a sinkhole dye injection 0.17-mile north-northwest of the Site and a point 0.12 mile south-southeast of the Site in a drainage channel. The Indiana Geological Survey dye trace study helped to identify four sampling locations including the Illinois Central Spring, Rinker Spring, Unnamed Tributary (UNT) to Clear Creek 1, and UNT to Clear Creek 2.

On October 20, 2024, a fluorescent dye, mixed with approximately 1,000 gallons of water, was introduced into the bedrock surface within an excavation pit located on the empty grass lot of the northwestern portion of the West Parcel of the Site. Analytical results detected fluorescent dye at Clear Creek 1 and Clear Creek 2, one week after dye application and remained present three weeks after the dye application. Over the next three weeks, no fluorescent dye was detected in the Illinois Central Spring, which indicates no significant bedrock karst feature is present on-Site and, therefore, the proposed stormwater retention basins will not significantly impact spring flow to the Illinois Central Spring.

Soil Management Plan – March 2025

To prevent exposure to detected contamination in on-Site soil, a Soil Management Plan (SMP) was prepared in March 2025 that provides guidance on how to address contamination in soil that may be encountered during activities to construct stormwater retention basins on-Site. The SMP also details soil stockpiling requirements, how soil should be handled on-Site during redevelopment, and guidance for determining off-Site disposal of contaminated soil. A containment and contingency plan details steps that should be taken if excavation work uncovers any new contamination. If soil is intended to be reused on-Site, a legitimate use determination from IDEM must be requested separately. Finally, the SMP provides guidance for dust control and worker protection such as personal protective equipment (PPE). The Program approved the SMP on March 18, 2025.

Technical Summary

Soil, groundwater, and exterior soil gas have been sampled at the Site. Contaminants detected on the Site include arsenic, lead, PFOA, and PFDA in soil and PFOS and PFOA in groundwater above their respective R2 published levels. Arsenic and lead were detected above their respective RSPLs in multiple samples and lead was detected above its CSPL and its XSPL in samples EG-SL-SB03 (off-Site), EG-SL-SB10 (off-Site), and EG-SL-SB11, EG-SL-SB14 (off-Site), and EG-SL-SB16.

Arsenic was detected above its RSPL in most samples on both parcels of the Site. The exposure pathway to arsenic can be addressed through an institutional control requiring a soil management plan to be utilized during redevelopment and construction activities on the Site.

Since lead was detected above its R2 CSPL and XSPL, TCLP analysis was completed and determined that soil was nonhazardous. Although lead was detected above its CSPL and its XSPL, contamination was delineated to the Site and adjoining ROW and the exposure pathway to lead in soil can be addressed through an institutional control requiring a soil management plan.

PFOA and PFDA were detected in soil at levels above their respective RSPLs in samples EG-SS07, EG-SS08, EG-SS09, and EG-SS10. The exposure pathway to PFAS can be addressed through an institutional control requiring a soil management plan and restricting use of the Site.

To date, two PFAS compounds, perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS), have been designated as hazardous substances under CERCLA with an effective date of July 8, 2024. On August 19, 2024, IDEM issued an interim PFAS announcement updating R2 published levels for several PFAS compounds based on certain toxicity parameters issued by the U.S. EPA. PFOS, PFOA, and/or perfluorodecanoic acid (PFDA) have been detected in soil and/or groundwater on-Site. As emerging contaminants of concern, it is possible that further on-Site sampling for PFAS may be required in the future.

Groundwater was encountered in only one of the ten temporary groundwater monitoring wells on the Site which is likely due to the shallow soil bedrock interface. Groundwater flow at the Site is intermittent and limited in occurrence to after a significant rainfall event. In addition, the Site is not located in a wellhead protection area and is projected to be developed into a stormwater retention basin. PFOS and PFOA were detected in groundwater sample EG-GW08 and its duplicate sample on Parcel #53-05-32-307-117.000-005 (West Parcel) of the Site. The exposure pathway to PFAS contaminants in groundwater can be managed with an institutional control restricting groundwater use on the West Parcel of the Site. A Karst Drainage Study was conducted to determine if the proposed stormwater retention basin will have a significant impact on spring flow at the Illinois Central Spring. The results of the study indicated that no significant bedrock Karst feature is present on-Site, and therefore, the proposed stormwater retention basins will not impact spring flow to the Illinois Central Spring.

No constituents analyzed in shallow exterior soil gas were detected at levels above applicable R2 published levels; therefore, the vapor exposure pathway is considered incomplete.

Given the historical operations conducted at the adjoining property, the detection of lead in soil above its XSPL, and the detections of arsenic and PFAS above applicable R2 published levels, an environmental restrictive covenant (ERC) will be required to be recorded on the deeds to the parcels that comprise the Site. In addition, the Program-approved soil management plan (SMP) (Document #83780481) will need to be followed to address contamination that may be encountered in soil during construction activities on the Site. Construction activities could include excavation, grading, trenching, general soil disturbance, placement of backfill, and measures to properly handle and dispose of soil are addressed in the approved SMP. As long as the Program-approved SMP is

followed, detected metals and PFAS contamination in soil will not pose a risk to human health and the environment.

Technical Conclusion

Notwithstanding contaminants in soil and/or groundwater having been detected at levels above R2 published levels, IDEM can approve a conditional commercial closure of environmental conditions at the Site under the R2 since: (1) lead in soil detected above its XSPL has been delineated to the West Parcel and adjoining ROW of West Fountain Drive, however does not extend through the ROW, (2) the exposure pathway to lead and arsenic in soil can be addressed by following the Program-approved SMP (VFC Document #83780481) and the City will also receive a Notice of Contamination Letter for lead contaminated soil within the ROW, (3) groundwater flow is intermittent on the Site and limited to occurring after a significant rainfall event due to the proximity of the soil/bedrock interface; therefore, limiting groundwater contaminant migration, (4) the Karst Drainage Study determined that the proposed stormwater retention basin will not have a significant impact on spring flow at the Illinois Central Spring, (5) the Site has access to a municipal water source, and (6) potential exposure to detected soil and/or groundwater contamination on the Site can be controlled with an institutional control.

IDEM has determined based on available data that Site conditions currently present no threat to human health or the environment and that so long as the Site is maintained to uphold the land use restrictions discussed below, Site conditions satisfy the R2 for conditional commercial closure.

IDEM concludes, in part based on information provided by the City of Bloomington Utilities that:

- (1) No state or federal enforcement action at the Site is pending;
- (2) No federal grant requires an enforcement action at the Site;
- (3) No condition on the Site constitutes an imminent and substantial threat to human health or the environment;
- (4) Neither the City of Bloomington Utilities, nor an agent or employee of the City of Bloomington Utilities caused, contributed to, or knowingly exacerbated the release or threat of release of any hazardous substance or petroleum at the Site through an act or omission;
- (5) City of Bloomington Utilities does not have any ownership interest in any entity that caused, contributed to, or knowingly exacerbated the release or threat of release;
- (6) There is no alternative basis for the City of Bloomington Utilities liability for historical contamination at the Site (e.g., liability as a generator) or by reason of the existence of a new source of contaminants on the Site; and,
- (7) Detected levels of contaminants at the Site meet conditional residential published levels established in IDEM's *Risk-based Closure Guide* (July 8, 2022, and applicable revisions).

Based on the information on known contaminant levels submitted to or otherwise reviewed by IDEM, IDEM concludes that current Site conditions do not warrant a response action at this time and does not plan to take a response action at the Site at this time. If IDEM later discovers that above-referenced reports or other information submitted to IDEM was inaccurate, or if any activities undertaken by an owner or operator exacerbate the Site contamination, then IDEM reserves the right to revoke this letter and pursue any responsible parties. Additionally, this determination does not apply to any contamination that is not described in this Site Status Letter or any future releases at the Site. Furthermore, this letter does not constitute an assurance that the Site is safe or fit for any particular use. Please be advised that any work performed at the Site must be done in accordance with all applicable environmental laws.

Institutional Control

Since levels of arsenic, lead, PFOA, and PFDA detected in soil and PFOS and PFOA detected in groundwater on-Site were above applicable R2 published levels, and taking into consideration the redevelopment of the Site with stormwater retention basins, an environmental restrictive covenant (ERC) is required to be recorded on each of the deeds for the two parcels that comprise the Site to ensure no exposure to on-Site contamination. As a condition of the effectiveness of the Site Status Letter, IDEM is requiring land use restrictions in the enclosed ERCs, which are summarized below:

Parcel #53-05-32-307-117.000-005 (West Parcel)

- No residential use.
- No groundwater use.
- No soil disturbance without following the Program-approved soil management plan (SMP).

Parcel #53-05-32-307-089.000-005 (East Parcel)

- No residential use.
- No soil disturbance without following the Program-approved SMP.

In order for IDEM to consider this letter effective, the enclosed ERCs, each of which includes a copy of the Site Status Letter, must be recorded on the deeds for the two parcels that comprise the Site in the Monroe County Recorder's Office. Instructions explaining the process of how to correctly record the ERCs are enclosed. Please return a certified copy of each of the recorded ERCs to Tonya Keller at tokeller@ifa.in.gov or at the address listed below:

Indiana Brownfields Program
100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204
ATTN: Tonya Keller

Ed Greene Property, Bloomington – Site Status Letter
BFD #4050015
July 21, 2025
Page 11 of 11

IDEM is pleased to assist the City of Bloomington Utilities with this request. Should you have any questions or comments, please contact Tracey Michael of the Indiana Brownfields Program at 317-232-4402 or by email at tmichael@ifa.in.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'AP', with a long horizontal flourish extending to the right.

Andrew Pappas
Deputy Assistant Commissioner
Office of Land Quality

Enclosure [ERCs]

cc: Ashley Green, U.S. EPA Region 5
Meredith Gramelspacher, Indiana Brownfields Program
Tracey Michael, Indiana Brownfields Program
Chris Parks, IWM Consulting Group
Monroe County Health Department

EXHIBIT D

TABLE 1

Ed Greene Property, Bloomington – BFD #4050015
Soil Concentrations Exceeding Applicable IDEM R2 Published Levels

TABLE 1
Ed Greene Property, Bloomington – BFD #4050015
Soil Concentrations Exceeding Applicable IDEM R2 Published Levels

Sample			Contaminant Detected & Results (parts per million (ppm))	
ID	Depth (feet bgs)	Date	Arsenic	Lead
EG-SS-FD1* (EG-SS01 DUP)	0-2	12/18/23	10.6	71.3
EG-SL-SB07	2-4	10/1/24	13.1	613
	6-8		22.1	36.2
EG-SL-SB08	3-5		10.6	41.5
	5-7		23.0	41.8
	7-9		11.0	17.4
EG-SL-SB09	6-8		13.5	33.9
RSPL			10	200
CSPL			30	800
XSPL			900	1000

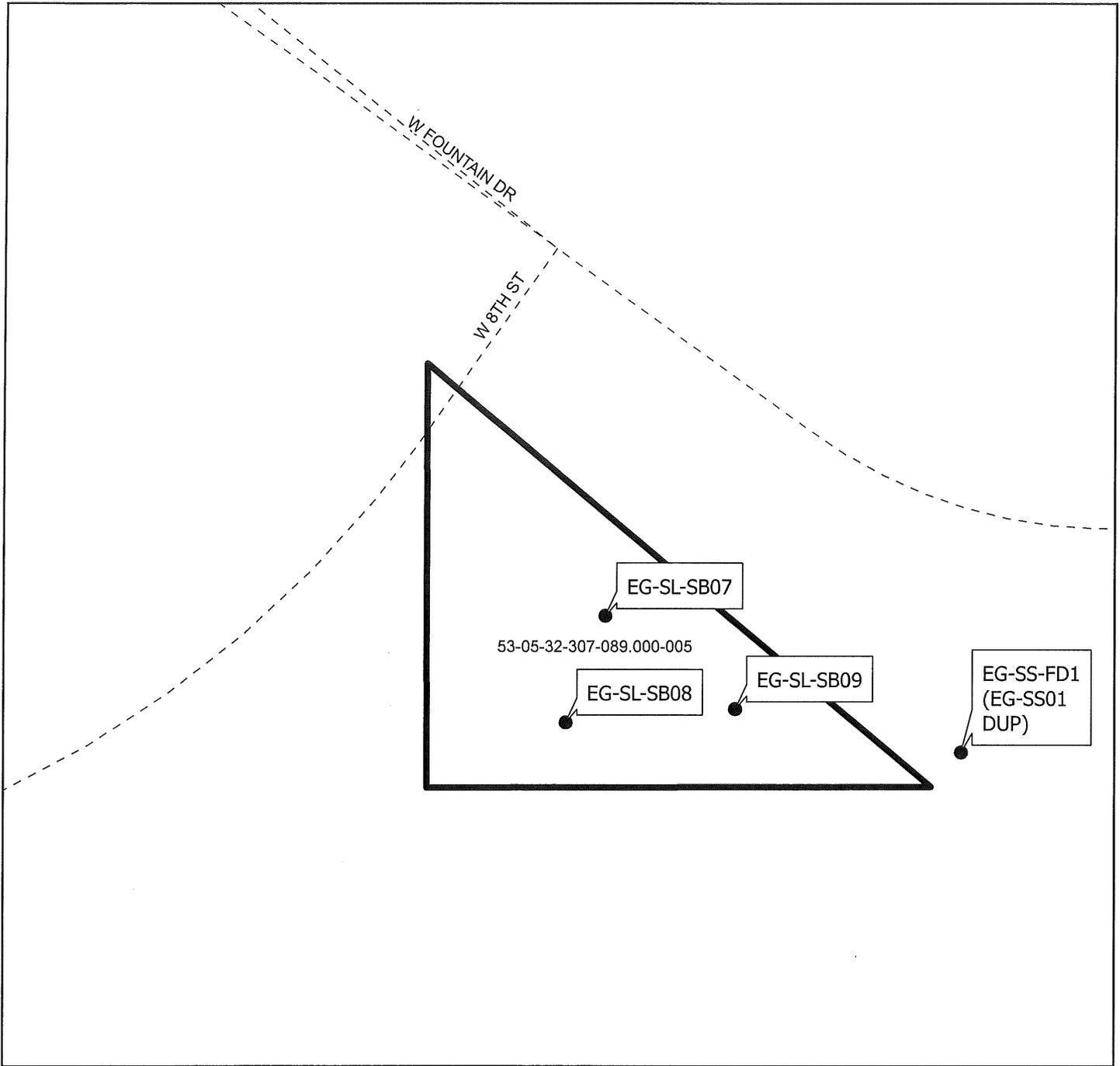
Notes: **bold** = above R2 Residential Soil Published Level
bgs = below ground surface
* = off-Site

EXHIBIT E

Ed Greene Property, Bloomington – BFD #4050015
**Site Map Depicting Sampling Locations at Which
COCs Were Detected Above Applicable IDEM R2 Published Levels**

DISCLAIMER: Information on this map is being provided to depict environmental conditions on the Real Estate that are the subject of the land use restrictions contained in the Covenant to which this map is attached and incorporated. The land use restrictions contained in the Covenant were deemed appropriate by the Department based on information provided to the Department by the Owner or another party investigating and/or remediating the environmental conditions on the Real Estate. This map cannot be relied upon as a depiction of all current environmental conditions on the Real Estate, nor can it be relied upon in the future as depicting environmental conditions on the Real Estate.

BFD 4050015 - Site Map Depicting Sample Location Where COCs Were Detected Above Applicable IDEM Risk-Based Closure Guide (R2) Published Levels



Mapped By: Vickey Robinson, GIS & Digital Services Specialist, Indiana Brownfields Program, April 21, 2025

Real Estate: Warranty Deed – Book 137, Page 46
Recorded 01/06/1961

Parcel Info: The Real Estate consists of Parcel Identification Number:
53-05-32-307-089.000-005

Sample Info: Sample Locations based on "Figure 2 – Site Map" from Phase II Environmental Site Assessment Report dated 1/23/2024 and "Figure 2 – Site Map" from Further Site Investigation Report dated 1/24/2025 by IWM Consulting Group

PLSS Info: Section 32, T9N, R1W, Bloomington Township, Monroe County, Indiana

Property Info: W Fountain Drive, Bloomington, Indiana

Disclaimer: This Map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purpose.

● SAMPLE LOCATION - - - STREET

▭ REAL ESTATE

Monroe County

Project Area



Board of Public Works Staff Report

Project/Event:	Addendum to Contract with Infrastructure Management Services for Asset Condition Survey Services
Petitioner/Representative:	Street Department
Staff Representative:	Joe VanDeventer
Meeting Date:	August 26, 2025

Report:

This Addendum is to increase the quantity of Field Data Collection - Sidewalk Surface Tester to be delivered under the original contract due to addressing additional 73 Miles of sidewalk and side path related assets such as new infrastructure, expanded inventory or existing maintenance responsibilities. The Addendum to increase in the amount \$23,475.00. Total project not to exceed amount is \$ 250,891.00.



CONTRACT COVER MEMORANDUM

TO: Office of the Mayor
FROM: Public Works/Street Division
DATE: August 26, 2025
RE: Addendum to Contract for Infrastructure Management Services (IMS)

Contract Recipient/Vendor Name:	Infrastructure Management Services (IMS)
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>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-667 (amending 24-840)
Due Date For Signature:	8/26/2025
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$ 227,416.00 Original \$ 23,475.00 – Addendum \$ 250,891.00 – Contract Total
Funding Source:	101-20-20CRED-54510 - \$227,416.00 2203-20-200000-54510 - \$23,475.00
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 Addendum is to increase the quantity of Field Data Collection - Sidewalk Surface Tester to be delivered under the original contract due to addressing additional 73 Miles of sidewalk and side path related assets such as new infrastructure, expanded inventory or existing maintenance responsibilities. The Addendum to increase in the amount \$23,475.00. Total project not to exceed amount is \$ 250,891.00.

City of Bloomington Contract and Purchase Justification Form

Vendor: Infrastructure Management

Contract Amount: \$ 250,891.00

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.

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input type="checkbox"/>	<input type="checkbox"/>	BPW approved contract December 18, 2024.
Was an evaluation team used?	<input type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>	

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

This Addendum to the contract due to addressing the increased volume of sidewalk and side path related assets such as new infrastructure, expanded inventory or existing maintenance responsibilities. The Addendum to increase in the amount \$23,475.00. Total project not to exceed amount is \$ 250,891.00.

Joe VanDeventer

Director of Operations

PW/Street Division

Print/Type Name

Print/Type Title

Department

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS
Infrastructure Management Services (IMS)**

The City of Bloomington Department of Public Works (“Department”) and Infrastructure Management Services (IMS) (“Contractor”) wish to enter into this Addendum to their Service Agreement (“Addendum”), which arises out of the following circumstances:

- A. On December 18, 2024, the Department and Contractor entered into their Agreement for asset condition survey of streets, side paths, alleys, sidewalk/curb ramps and street signage services more particularly described and attached hereto as Exhibit A (“Agreement”).
- B. Additional work is required as part of this Agreement.
- C. Department and Contractor wish for Contractor to fulfill the additional work required, and enter into this Addendum to memorialize such additional work and expense.

NOW, THEREFORE, the parties hereto mutually agree to amend the Service Agreement to include as follows:

- 1. The Recitals listed in this Addendum constitute operative provisions of this Addendum, and are incorporated by reference.
- 2. Contractor shall provide additional services, as outlined in the Addendum, marked as Exhibit B.
- 3. Department shall pay Contractor an additional Twenty Three Thousand Four Hundred and Seventy Five Dollars (\$23,475.00), making the new Not-To-Exceed amount Two Hundred and Fifty Thousand Eight Hundred Ninety One Dollars (\$250,891.00).
- 4. All other terms of the Agreement not expressly modified in this Addendum remain in full force and effect.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties execute this Addendum to the Agreement on the date last indicated below.

CITY OF BLOOMINGTON

INFRASTRUCTURE MANAGEMENT SERVICES (IMS)

Adam Wason, Director DATE
Parks and Recreation Department

Signature DATE

Margie Rice, Corporation Counsel DATE

Name, Title

Kyla Cox Deckard, President DATE
Board of Public Works

EXHIBIT A



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works Department - Street Division
DATE: 12/17/2024
RE: Contract Service Agreement with Infrastructure Management Services (IMS) for Asset Condition Field Reconnaissance Survey and Reporting Project

Contract Recipient/Vendor Name:	Infrastructure Management Services (IMS)
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Workman
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-840
Due Date For Signature:	12/17/2024
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	None
Total Dollar Amount of Contract:	\$227,416.00
Funding Source:	101-20-20CRED-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: Project to collect via field reconnaissance all current asset conditions for streets, alleys and sidepaths; roadway signage and signage support structures; sidewalks, sidewalk curb ramps and sidewalk apron transition aprons at alleys. The vendor will provide a full, detailed report on all asset conditions at the conclusion of the project, as well as provide a virtual presentation to the Mayor and City Council. All asset data will also be uploaded to the City's asset management software system and made available for the City's Geographic Information System mapping software.

**SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON, DEPARTMENT OF
PUBLIC WORKS, STREET DIVISION AND
INFRASTRUCTURE MANAGEMENT SYSTEMS (IMS)**

This Agreement by and between the City of Bloomington, Department of Public Works, Street Division through the Board of Public Works (the "Department"), and International Cybernetics Company, LP d/b/a IMS Infrastructure Management Services ("Contractor") is effective upon execution by both parties.

Article 1. Scope of Services Contractor shall perform the following services: provide updated asset condition survey of street, sidepath, alley, sidewalk/curb ramps and street signage. The work will be performed via field inspections and the use of Light Detection and Ranging (LiDAR) technology. These asset condition assessments will encompass the entire public street network within the City of Bloomington boundaries, as well as associated sidewalks, sidepaths/curb ramps, alleys and street signage. Once the survey is completed, contractor will upload all collected asset condition data to both the City's Geographic Information Systems mapping software and asset management software systems. Upon the conclusion of the project, the contractor will also provide a virtual presentation of project data and conclusions to the City Council. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before, December 31, 2025 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joe VanDeventer, Director of Street Operations. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Hundred Twenty-Seven Thousand Four Hundred and Sixteen Dollars (\$227,416.00). Contractor shall submit invoices to the Department upon the completion of data collection for the different asset classes. The invoice shall be sent to: Joe VanDeventer, Director of Street Operations, Street Division, City of Bloomington Public Works Department, PO Box 100, 401 N. Morton Street, Suite 120, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its

designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Retainage and Escrow For contracts in excess of \$100,000 and for which Contractor requesting progressive payments, the retainage amount withheld shall be held by Board of Public Works ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

The escrow agent or the Board shall hold the retainage until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. **If the Board held the retainage, no interest will have been earned or will be payable.** However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract.

Article 7. Schedule Contractor shall perform the Services according to the following schedule: Contractor shall complete the Services required under this Agreement on or before December 31, 2025. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 8. 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 9. 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. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 11. 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 12. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 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, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Umbrella/Excess Liability with a required limit of \$1,000,000. In addition, if the Contractor receives payment from the City of Bloomington and/or has access to critical City data, Contractor shall also have the following: a) Cyber Attack and Cyber Extortion: computer attack limit (annual aggregate) of \$1,000,000; sublimit (per occurrence) for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000; b) Network Security Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$10,000; c) Electronic Media Liability: limit (annual aggregate) of 1,000,000; and deductible (per occurrence) of \$10,000; and d) Fraudulent Impersonator Coverage: limit (annual aggregate) of \$250,000; and deductible (per occurrence) of \$5,000. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, Worker's Compensation policies and Umbrella/Excess Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's

will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 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.

Article 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.

Article 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.

Article 17. 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 18. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 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.

Article 20. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 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 Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 22. 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 23. 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: Joe VanDeventer, PO Box 100, 401 N. Morton St., Suite 120, Bloomington, Indiana 47402.

Contractor: Infrastructure Management Systems, Attn: Jim Tourek, 10630 75th Street, Largo, FL 33777, (480) 741-1847, jtourek@icc-ims.com.

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

Article 24. 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 25. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Signed by

70B1F031F43E4C6

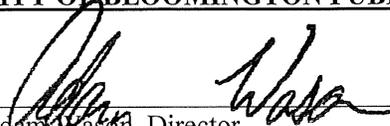
Margie Rice, Corporation Counsel

IMS Infrastructure Management Services


Digitally signed by John Till
DN: cn=John Till, c=US, o=ICC-IMS, ou=ICC-IMS, email=jtill@icc-ims.com
Date: 2024.12.18 10:43:16 -0500

John Till, CFO

CITY OF BLOOMINGTON PUBLIC WORKS


Adam Watson, Director


Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF FLORIDA

)SS:
COUNTY OF Pinellas)

AFFIDAVIT

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

- 1. The undersigned is the CEO of IMS Infrastructure Management Services
(job title) (company name)
- 2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
- 3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
- 4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Michael Nieminen
Signature

Michael Nieminen
Printed Name

STATE OF FLORIDA)SS:
COUNTY OF Pinellas)

Before me, a Notary Public in and for said County and State, personally appeared Michael Nieminen and acknowledged the execution of the foregoing this 10th day of December, 2024.

Lois Mary Somers My Commission Expires: Feb. 15, 2025
Notary Public's Signature

Lois Mary Somers County of Residence: Pinellas
Printed Name of Notary Public Commission Number: HH 93451

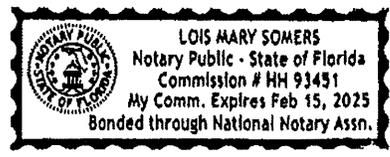


EXHIBIT B

STATE OF FLORIDA)
) SS:
COUNTY OF Pinellas)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 10th day of December, 2024.

Vendor:

By: *Michael Nieminen*

Michael Nieminen, CEO
International Cybernetics Company, LP
dba IMS Infrastructure Management Services

STATE OF FLORIDA)
) SS:
COUNTY OF Pinellas)

Before me, a Notary Public in and for said County and State, personally appeared Michael Nieminen and acknowledged the execution of the foregoing this 10th day of December, 2024.

Lois Mary Somers
Notary Public's Signature

My Commission Expires: Feb. 15, 2025

Lois Mary Somers
Printed Name of Notary Public

County of Residence: Pinellas

Commission Number: HH 93451

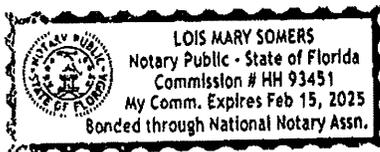


EXHIBIT "C"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

International Cybernetics Company, LP dba IMS

1. The undersigned is the CEO here to enter text. of Infrastructure Management Services
(job title) (company name)

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

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

4. The projected employment needs under the award include the following: Click here to enter text.

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

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Michael Nieminen
Signature

Michael Nieminen
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Pinellas)

Before me, a Notary Public in and for said County and State, personally appeared Michael Nieminen
 and acknowledged the execution of the foregoing this 10th day of December, 2024.

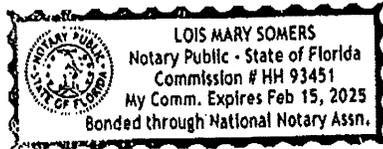
My Commission Expires: Feb. 15, 2025

Lois Mary Somers
Notary Public

County of Residence: Pinellas

Lois Mary Somers
Name Printed

HH 93451
Commission Number



WORKFORCE BREAKDOWN FORM

COMPANY NAME International Cybernetics Company, LP

ADDRESS 10630 75th St, Largo, FL 33777

REPRESENTATIVE Brenna Maby, Human Resources Manager

TELEPHONE 480-865-2583

Position, Title Class or Category	Total Number Employees in Each Position	Total Number Minority	Percent of Total	Total Number Female	Percent of Total	Total Number with Disabilities	Percent of Total
Executive	4	1	25	1	25	0	0
Managers	2	0	0	2	50	0	0
Professionals	21	6	28.5	4	19	0	0
Technicians	33	6	18	8	24	0	0
Sales	9	1	11	1	11	0	0
Administrative	7	1	14	5	71	0	0
Craft Workers	7	1	14	0	0	0	0

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

December, 17, 2024
Date

 Human Resources Manager
Signature and Title of Representative

EXHIBIT B

This Addendum is to increase the quantity of Field Data Collection - Sidewalk Surface Tester to be delivered under the original contract due to addressing additional 73 Miles of sidewalk and side path related assets such as new infrastructure, expanded inventory or existing maintenance responsibilities.

IMS Fee Proposal – Option A: +73 SW Mi. w/SidePaths:
Bloomington-IN [2025 Detailed Sidewalk Add w/ SidePaths, SST > ESwa]

Fee Proposal					
Name	Qty.	Units	Price	Disc.	Total Price
Project Management (SST)	1	Lump Sum	\$1,721.00		\$1,721.00
GIS Review and Survey Extents Verification (SST)	73	Test Miles	\$15.00		\$1,095.00
Asset Inventory - Sidewalks	73	Test Miles	\$23.00		\$1,679.00
Field Data Collection - Sidewalk Surface Tester (SST) (same Mob.)	73	Test Miles	\$200.00		\$14,600.00
Data Processing: Development of Sidewalk Inventory	73	Test Miles	\$25.00		\$1,825.00
Data Processing: Standard Sidewalk Condition Rating (Including QC/QA) - Enhanced SafeSteps or ESwa	73	Test Miles	\$35.00		\$2,555.00
Inform Web Hosting (SST)- 90 Day	73	Per year/mile	\$1.20	100%	\$0.00
			Total Price:		\$23,475.00



Board of Public Works Staff Report

Project/Event: Professional Services Agreement with StudioAxis
Petitioner/Representative: Public Works Department
Staff Representative: Adam Wason, Director
Meeting Date: August 26, 2025

This project will have a multi-discipline professional services team that has an extensive amount of prior experience with Indiana municipalities overseeing the design and site planning activities for a future City of Bloomington Public Works Department operations center facility. StudioAxis will provide the architectural services, civil engineering and professional design capabilities, as well as municipal finance and bonding strategy options, for this project.

StudioAxis **\$ 55,000.00**



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works Department
DATE: 8/26/2025
RE: Professional Services Agreement with StudioAxis for providing conceptual designs.

Contract Recipient/Vendor Name:	StudioAxis
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Adam Wason
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>	25-661
Due Date For Signature:	8/26/2025
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	None
Total Dollar Amount of Contract:	\$50,000.00
Funding Source:	1101-02-020000-53170
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
EEO Statement 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: A professional services agreement to provide conceptual design options for a new City of Bloomington Public Works Department operations center facility.

City of Bloomington Contract and Purchase Justification Form

Vendor: StudioAxis

Contract Amount: \$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)

<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:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met item or need requirements?	<input type="checkbox"/>	<input type="checkbox"/>	Selecting a firm with a combined architectural design and financial management background that had extensive prior experience in the state is a critical component for the success of this project.
Was an evaluation team used?	<input type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>	

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

This vendor provides a professional team that has extensive prior experience in the combined fields of architectural services, civil engineering and design for Indiana municipal facilities. Additionally, their team has particular expertise in Indiana municipal finance and bonding options, which is critical for the development of this proposed facility in the current difficult local government financial climate.

Adam Wason

Director

Public Works

Print/Type Name

Print/Type Title

Department

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. **Scope of Services.** Contractor shall provide the Services for the City as outlined in **Exhibit “A”**. Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2025.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Fifty Thousand (\$50,000.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Adam Wason, City of Bloomington, PO Box 100, 401 N. Morton St., Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in Exhibit “A”, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.
4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor’s work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.

Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

5. **Compliance with WCAG.** Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.1, currently available at <https://www.w3.org/WAI/standards-guidelines/wcag/>.
6. **Responsibilities of the City.** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager designated in the Notices section below shall act on its behalf with respect to this Agreement.
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 duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible herein. Contractor agrees that the work to be done pursuant to this Agreement shall be performed solely by the principal personnel described in **Exhibit "C"**. Contractor shall not assign to any of Contractor's other personnel, subcontractors or agents any part of the Services without the prior written consent of the City. The City reserves the right to reject any of Contractor's other personnel, sub-contractors or agents, and the City reserves the right to request that acceptable replacement personnel, sub-contractors or agents be assigned to the project.
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 of Bloomington, its directors, officers, agents and employees for all damages, losses, costs, expenses, or other liability, including reasonable attorney's fees and defense costs, ("damages and losses") arising out of third party claims to the extent the damages and losses are caused by the Contractor's willful misconduct or negligence.

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, losses, liabilities, costs, and expenses or other liability including cybercrime (which shall include, but is not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities) perpetrated by or attributable to Contractor, its employees, Contractors or agents, (regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent) arising out of or related to this Agreement, or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent Contractors directly responsible to it (collectively "Claims"). Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

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

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

- 14. 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.

15. 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.

16. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
17. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
18. **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.
19. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
20. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
21. **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.
22. **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.

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

24. Non-Collusion. Contractor affirms under penalties for perjury 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.

25. 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	StudioAxis
Attn: Adam Wason, Director of Public Works, Project Manager	Attn: Drew White, FAIA, Partner

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

26. 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.

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, 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:

StudioAxis

BY:

Kyla Cox Deckard, Chair DATED
Board of Public Works

(Name Signed) DATED

Adam Wason, Director of Public Works DATED

(Name Printed)

Kerry Thomson, Mayor DATED
City of Bloomington

(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: **See attached *Proposal for Conceptual Package* dated August 21, 2025.**

EXHIBIT "B"

PROJECT SCHEDULE

EXHIBIT "C"

IDENTITY OF CONTRACTOR

EXHIBIT "D"
AFFIDAVIT REGARDING E-VERIFY

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

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

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

Signature

Printed name

AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR DOES NOT HAVE EMPLOYEES

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

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

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

Signature

Printed name

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, Drew White [Contractor], certify that STUDIOAXIS [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.

Drew White /Partner
Signed/Title

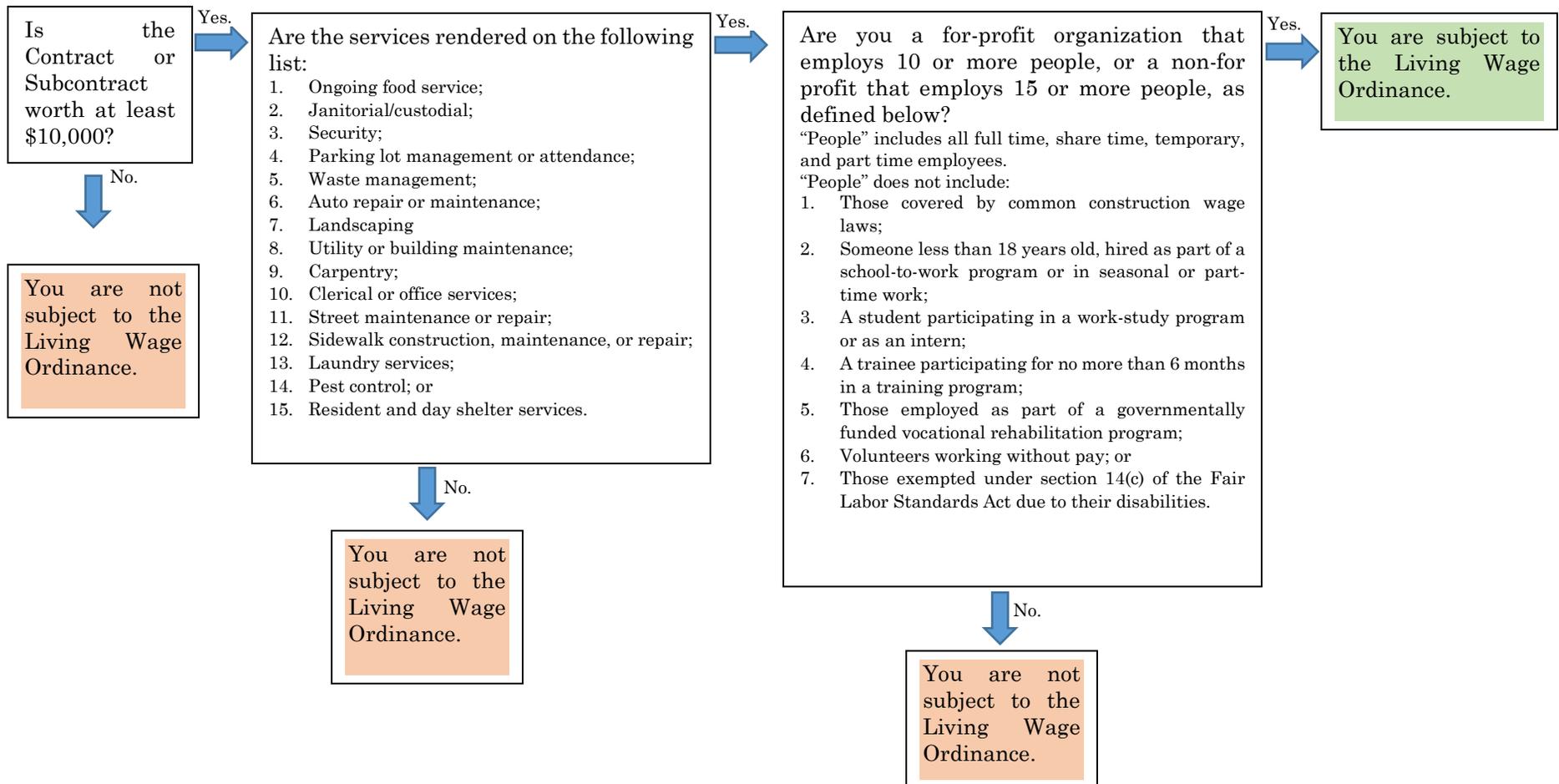
08/20/2025
Date

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

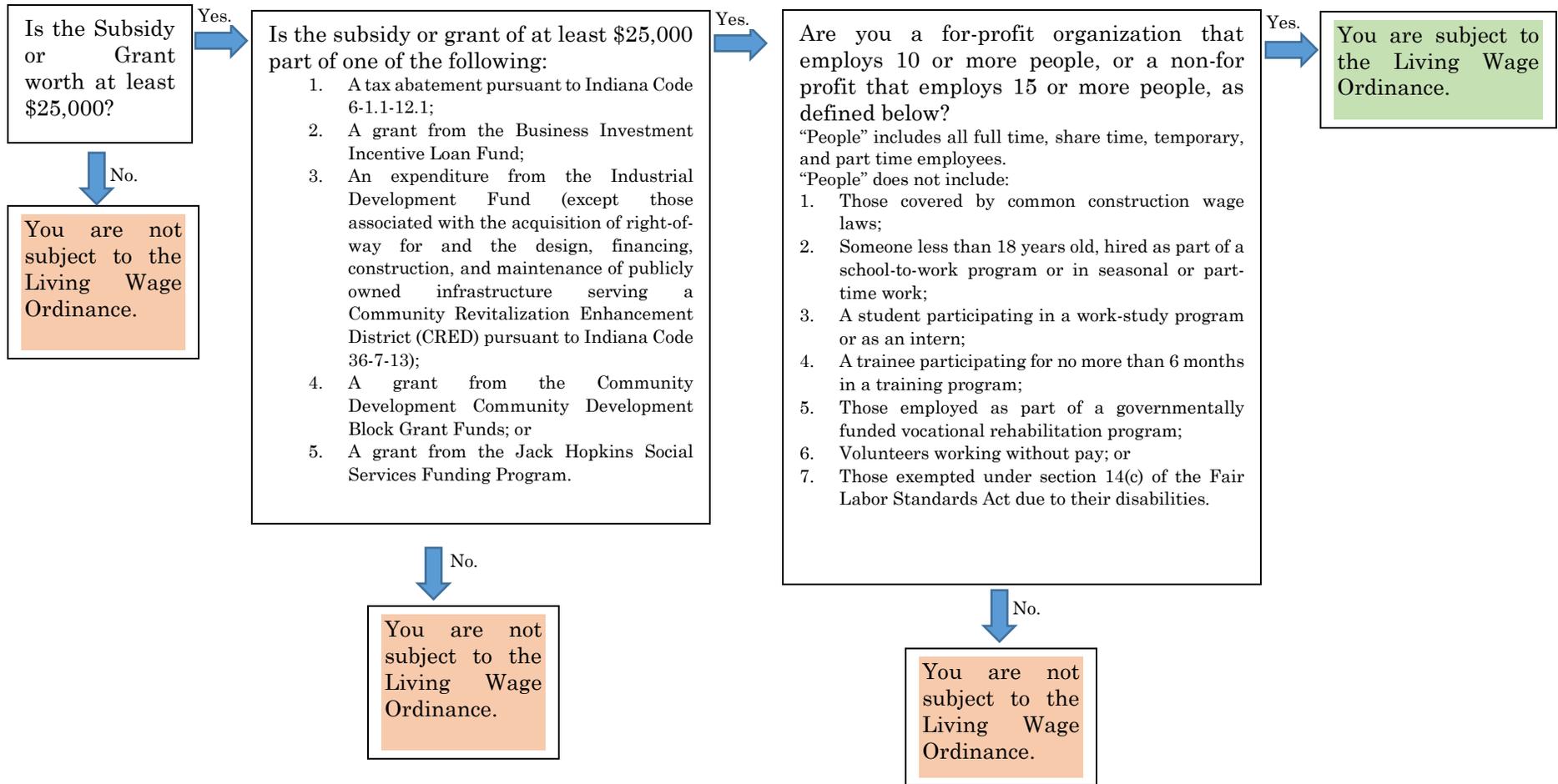
- 1) The CoB;
- 2) Companies that provide services to the CoB through contracts or subcontracts; or
- 3) Organizations that receive CoB subsidies or grants.

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





Proposal for Conceptual Package

Bloomington Public Works Building
Bloomington, Indiana



Contents

01	About studio AXIS
02	Project Understanding
03	Sustainability
04	Project Approach
05	Fee Proposal + Schedule
06	Additional Services
07	Authorization

01

About studio**AXIS**

studioAXIS is a U.S., Thailand, and India-based group of architects, designers, urbanists, interior designers, and researchers. Founded in 1995 in Indianapolis, Indiana, USA, the Studio's core purpose is to elevate design through collaboration and innovation. Through our collective studios, 40+ strong, the practice works as a single entity that is ethnically and culturally diverse, with people central to all our endeavors. Together, we work with a set of principles to create timeless architecture and interior environments.

We believe that the work we create must be **of its Time, of its Place, and of its Patron**. Of its Time is driven by building performance and sustainability; it is determined rationally and can adapt to the needs of tomorrow. Of its Place embraces the issues of society, the ethos of a particular culture, and for the people that experience the work from inside and out. Of its Patron involves the making of an identifiable brand that can influence form, space, and the interrelationships of people within the built environment. This is how we define a timeless body of work.

The studios are currently involved in numerous projects of various scales throughout North America and Asia. Our work ranges from the design of urban places and master planning to a broad range of building typologies that include corporate headquarters and campus environments, civic and government buildings, workplace consultancy and interior environments, retail and entertainment venues, exhibition and experimental spaces, low to high-rise residential projects, higher education, aviation and transportation facilities, and health & wellness environments.

studioAXIS's work has been recognized with the profession's top accolades and earned international recognition from distinguished institutions nationally and internationally. Our work has been widely published on the international scene, earning respect from our clients, our colleagues, our consultants, and our friends.

Our design evolves through a collaborative process in which our client is an integral component of a talented and diverse group of individuals with international expertise and local knowledge, including some of the leading consultants of our time. Along with state-of-the-art drawing, modeling, and rendering platforms, our studio's vision is to communicate the craft of making architecture and interior environments that inspire, engage, and empower. We design experiences and physical spaces that form successful, long-term client partnerships.

02

Project Understanding

This proposal is for conceptual design services for the new Bloomington Public Works Building in Bloomington, Indiana. The proposed services intend to provide the City of Bloomington with a well-defined scope of work and a magnitude of cost that will allow the city to determine what is achievable within a pre-determined budget.

Public Works Building Potential Program:

Administrative Areas The administrative section requires expanded office space with separate divisions for engineering, street maintenance, water/sewer, parks, and fleet management. This includes private offices for department heads (200-250 square feet each), supervisory staff offices, and open workspace areas for technical and clerical staff totaling 150-200 square feet per person. Multiple conference rooms are needed, including a large meeting room for 20-30 people and smaller rooms for departmental meetings. A public counter area with permit processing capabilities and plan review spaces becomes more critical.

Indoor Storage, Garage Facilities, and Fueling Vehicle maintenance operations require 6-10 garage bays at 800-1,000 square feet each with 16-18-foot ceiling heights to accommodate larger municipal vehicles. A heavy equipment maintenance area needs specialized lifting equipment and higher ceiling clearances. The tire storage and service area requires 800-1,200 square feet. A parts inventory system with organized storage for the expanded fleet needs 1,500-2,500 square feet. Multiple wash bays with recycling systems and covered fueling stations become necessary.

Material Storage and Warehousing Salt and sand storage expands to 5,000-8,000 square feet with multiple loading bays and conveyor systems. General warehouse space increases to 8,000-12,000 square feet for construction materials, pipes, signs, traffic control devices, and seasonal equipment. Specialized storage areas include separate sections for electrical supplies, plumbing materials, and asphalt repair materials.

Fleet and Equipment Storage Indoor storage for sensitive equipment and emergency vehicles requires 4,000-6,000 square feet. Outdoor covered storage for seasonal equipment like snowplows and street sweepers needs 2,000-3,000 square feet. Salt spreader and snowplow storage with maintenance access requires specialized building configurations.

Support Facilities Employee facilities expand to include separate locker rooms for different departments, multiple break rooms, training rooms for safety meetings and continuing education, and fitness facilities. The fuel storage system requires multiple tank configurations for different fuel types with computerized tracking systems. Emergency

operations center space becomes important for storm response and emergency management.

Site and Infrastructure The facility requires extensive truck circulation areas, multiple entry/exit points, and specialized loading docks. Outdoor storage areas for bulk materials, pipe storage, and equipment staging need proper drainage and accessibility. The site should accommodate public access while maintaining security for operational areas. The site and building will be designed around LEED certification and will look to incorporate electric submetering and solar panels.

Total Building Size For a medium-sized city, the total building footprint typically ranges from 35,000 to 55,000 square feet, with some operations requiring additional covered outdoor areas. The site should be 8-15 acres to accommodate all facilities, outdoor storage, equipment staging areas, and future expansion needs.

Once the conceptual package phase is complete, a cost estimate will be prepared by the team to determine the financial viability of the project. Once the conceptual design and budget estimate are approved by the City of Bloomington, studioAXIS will prepare a proposal to complete the rest of the design phases along with construction administration.

Design services provided by studioAXIS and their consultants:

- | | | |
|---|--------------------------------|-----------------------|
| • | Architecture + Interior Design | studioAXIS |
| • | Civil Engineering | HWC |
| • | Landscape Architecture | HWC |
| • | Structural Engineering | Fink Roberts + Petrie |
| • | MEPT Engineering | Circle Design Group |
| • | Cost Estimating | GM Development |

03

Sustainability

studioAXIS is committed to advocating and practicing Sustainable Design across the entire spectrum of our work, the environments we design, and our workplace operations. We intend to push the boundaries of design and produce projects that meet or exceed client goals while ensuring that our contributions to the built environment improve the quality of the place and the lives of those around us. Small changes in shell design and MEP systems selection can reduce utility expenses for the life of the building, leading to a lower operating cost. At the same time, choices can be made to install materials and finishes with lower carbon footprints and greater durability, which lead to fewer renovations and longer building life cycles. The client will be involved in all sustainability decisions to determine the right choice for their project.

We are proud to be signatory members of the American Institute of Architects (AIA) 2030 Commitment. We are tasked with leading in project design to reduce energy consumption and embodied carbon in the built environment through design innovation, education, and promotion of new technologies and solutions. We will propose strategies, design options, and materials for these projects to help achieve these goals.

The sustainability goals of this project are as follows.

- LEED Certification
- Centralized control of lighting and HVAC
- Electric submetering
- Solar panels

04

Project Approach

01. Conceptual Design

During this phase of design, studioAXIS and their design consultants will:

- Host a kickoff meeting with the City of Bloomington DPW to review their project goals, visions, and aspirations for the new facility. This meeting will also develop a written building program, including net and gross square footage.
- Utilize GIS digital maps and existing survey information to establish existing site conditions and project limits. A site base plan will include existing boundaries, roadways, driveways, parking areas, sidewalks, and buildings. We may be investigating more than one site.
- Provide early utility coordination and will contact each utility provider to determine the condition and capacity of the closest existing service, but also ask about availability, process, and potential costs to the project.
- Prepare site plan options, including the review of zoning, landscaping, and a preliminary utility plan.
- Conduct a Red Dot + Green Dot precedent image exercise to review possible design aesthetics for the facility's exterior and interior.
- Provide conceptual floor plan design with conceptual exterior image studies.
- Research and determine appropriate structural systems, mechanical and electrical systems, and construction types for the new facility.
- All necessary coordination meetings with the Department of Public Works, the City's Representatives, and the Architect's design consultants.
- At the end of Conceptual Design + Programming, distribute a Project Brief to the Department of Public Works, including meeting discussions, project goals, research materials, and decisions.
- Work with the Client and our cost consultant to establish the magnitude of the cost for the conceptual design and analyze available procurement processes.
- Assist the Client with any analysis and interpretation of the magnitude of cost and determine the procurement strategy and schedule.

studioAXIS and their design consultants will produce the following documents at the end of Conceptual Design:

- Project Brief.
- Building program matrix.
- Site layout plan.
- Conceptual floor plans.
- Exterior Elevations.
- Exterior 3D massing renderings.
- Cost Estimate

05

Fee Proposal + Schedule

Conceptual Design Fee \$ 50,000

Schedule

We anticipate the project schedule to be as follows:

Conceptual Design 6-8 weeks

Reimbursable Expenses

For the studioAXIS Scope of Work, the following Exclusions will apply:

Reimbursable expenses are in addition to compensation for the work described above and include costs incurred by the Architect and the Architect's consultants directly related to the projects, as follows:

- Transportation/mileage.
- Permitting and other fees required by authorities having jurisdiction over the project.
- Printing, reproductions, plots, and standard form documents.
- Postage, handling, and delivery.
- Physical models, renderings, mock-ups, professional photography, material boards, and presentation materials required for the project.
- Code consulting.

06

Additional Services

Any additional services beyond the identified design scope will be invoiced at the hourly rates of the person assigned to the task or by a mutually agreed upon lump sum. We will prepare a written proposal identifying our services and compensation for approval before proceeding with the work. studioAXIS will only proceed with additional services with prior communication and approval.

studioAXIS Hourly Rates

• Principal:	\$275/hour
• Associate Principal:	\$225/hour
• Project Manager:	\$185/hour
• Project Architect:	\$150/hour
• Junior Interior Designer:	\$135/hour
• Senior Interior Designer:	\$150/hour
• Technician:	\$110/hour
• Architectural Associate:	\$115/hour
• Administration:	\$80/hour
• Code Review Consultant:	\$225/hour
• Engineering Principal:	\$175/hour
• Engineering Senior Project Manager:	\$165/hour
• Senior Project Engineer:	\$160/hour
• Engineering Project Manager:	\$140/hour
• Project Engineer:	\$120/hour
• Engineering Drafting:	\$90/hour

List of additional services

- Alta or Boundary Survey with Topographic Information.
- Title Work, platting, or re-platting.
- Services provided for easements and exhibits.
- Phase I or Phase II Environmental Studies.
- Soil Borings by a geotechnical firm.
- Re-zoning or zoning variances. If a zoning attorney does not represent the Client, additional services will apply for special use hearings, submittals, applications, and presentations to the zoning board. Including certified mailings and public notices.
- Special consultants might be required for services, such as audio/visual system consultants, voice/data (IT) consultants, security system consultants, kitchen consultants, etc.
- Photorealistic 2D or 3D renderings apart from those indicated above.
- Local permitting approvals for the Improvement Location Permit and Drainage.
- Building Information Modeling (BIM) services.
- Extensive environmentally responsible design and design services for LEED certification.
- Signage design and permitting.

- Furniture, furnishings, and equipment design and specifications.
- Application or permit fees.
- Commissioning services for MEP systems.
- Architectural or engineering services necessitated by changes, additions, or deletions in the approved scope of work.
- Code consulting services and state variances.
- ADA and FHA reviewing fees.
- Changes or redesigns of the construction documents necessitated by revisions beyond our control after they are issued for bidding or redesign efforts made necessary by unforeseen existing conditions.
- Architectural or engineering services necessitated by changes, additions, or deletions in the approved scope of work.

07

Authorization

Please review this proposal. Please return a signed copy for our records if everything is in order. The fee and schedule noted in this proposal are suitable for 90 days. If authorization has not been received within that period, the terms of this proposal are subject to change. Do not hesitate to reach out with any questions.

Authorization to Proceed:

Adam Wason, President
City of Bloomington-Department of Public Works

Date

Indianapolis

studioAXIS

618 Studio

618 East Market Street

Indianapolis, IN, 46202

USA

Tel. +317 264 8162

www.studioaxis.com





Board of Public Works Staff Report

Project/Event: City Wide Fiber Project
Staff Representative: Kyle Baugh
Date: August 26th, 2025

Report: TAK Communications is currently repairing locations tagged by Engineering staff. The locations are listed in the table below:

Permitted 8/11/25 - 8/24/25

FDH	Address Number	Directional	Street	Applicable Standard TTC's	Complete
BLC02a-F10	1006	S	Palmer Ave	Lane Closure on a Two Lane Road (Low Volume) TA-11, Sidewalk Closure 6H-28	TRUE
BLC02a-F10	1121	S	Lincoln St	Lane Closure on a Two Lane Road (Low Volume) TA-11, Sidewalk Closure 6H-28	TRUE
BLC02a-F10	1200	S	Fess Ave	Lane Closure on a Two Lane Road (Low Volume) TA-11	TRUE
BLC02a-F10	1205	S	Palmer	Lane Closure on a Two Lane Road (Low Volume) TA-11	TRUE
BLC02a-F10	1201	S	Lincoln St	Closure at the side of an Intersection TA-27, Sidewalk Closure 6H-28, Bicycle Lane Closure without Detour 6I-BTA1	TRUE
BLC02a-F10	1208	S	Grant St	Lane Closure on a Two Lane Road (Low Volume) TA-11	TRUE
BLC02a-F10	1209	S	Grant St	Lane Closure on a Two Lane Road (Low Volume) TA-11	TRUE
BLC02a-F10	1211	S	Grant St	Lane Closure on a Two Lane Road (Low Volume) TA-11	TRUE
BLC02a-F10	1217	S	Dunn St	Sidewalk Closure 6H-28, Lane Closure on a Two Lane Road (Low Volume) TA-	TRUE

				11	
BLC02a-F10	1401	S	Stull Ave	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27, Lane closure 6H-10	TRUE
BLC02a-F10	1404	S	Palmer Ave	Sidewalk Closure 6H-28, Lane Closure on a Two Lane Road (Low Volume) TA-11	TRUE
BLC02a-F10	1422	S	Palmer Ave	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	TRUE
BLC02a-F10	581	E	Hillside	Sidewalk Closure 6H-28, Half Road Closure on the Far Side of an Intersection TA-25	TRUE
BLC02a-F10	701	E	Wilson St	Lane closure 6H-10, Sidewalk Closure 6H-28	TRUE
BLC02a-F10	-	-	Driscoll Dr & S Dunn St	Closure at the side of an Intersection TA-27, Sidewalk Closure 6H-28	TRUE
BLC02a-F10	-	-	Grimes Ln & S Dunn St	Closure at the side of an Intersection TA-27, Sidewalk Closure 6H-28	TRUE
BLC02a-F10	-	-	Grimes Ln & S Lincoln St	Closure at the side of an Intersection TA-27, Sidewalk Closure 6H-28	TRUE
BLC02a-F10	-	-	Hillside Dr & S Palmer Ave	Closure at the side of an Intersection TA-27, Sidewalk Closure 6H-28	TRUE
BLC02a-F10	-	-	Wilson St & S Dunn St	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	TRUE
BLC02a-F10	-	-	Wilson St & S Fess Ave	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	TRUE
BLC02a-F10	-	-	Wilson St & S Stull Ave	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	TRUE
BLC02a-F10	-	-	Grant St & E Hillside Dr	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	TRUE
BLC02a-F10	-	-	Henderson St & E Hillside Dr	Half Road Closure on the Far Side of an Intersection TA-25, Sidewalk Closure 6H-28	TRUE
BLN01b-F09	110	E	12th St	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	FALSE
BLN01b-F09	-	-	11th and Indiana	Sidewalk Closure 6H-28, Bicycle Lane Closure without Detour 6I-BTA1, Closure at the side of an Intersection TA-27	FALSE

BLN01b-F09	200	E	Cottage Grove Ave	Sidewalk Closure 6H-28, Bicycle Lane Closure without Detour 6I-BTA1, Lane closure 6H-10	FALSE
BLN01b-F09	2120	S	Highland Ave	Lane closure 6H-10, Sidewalk Closure 6H-28	FALSE
BLN01b-F09	250	W	11th	Sidewalk Closure 6H-28, Lane closure 6H-10	FALSE
BLN01b-F09	298	E	12th St	Closure at the side of an Intersection TA-27, Sidewalk Closure 6H-28	FALSE
BLN01b-F09	331	E	12th St	Sidewalk Closure 6H-28	FALSE
BLN01b-F09	406	E	12th St	Sidewalk Closure 6H-28, Lane Closure on a Two Lane Road (Low Volume) TA-11	FALSE
BLN01b-F09	415	E	12th St	Sidewalk Closure 6H-28, Lane Closure on a Two Lane Road (Low Volume) TA-11	FALSE
BLN01b-F09	708	N	Indiana	Sidewalk Closure 6H-28, Lane closure 6H-10	FALSE
BLN01b-F11	100	N	Maple St	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	FALSE
BLN01b-F11	100	S	Jackson St	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	FALSE
BLN01b-F11	100	S	Waldron St	Lane Closure on a Two Lane Road (Low Volume) TA-11	FALSE
BLN01b-F11	201	N	Waldron St	Closure at the side of an Intersection TA-27, Sidewalk Closure 6H-28	TRUE
BLN01b-F11	209	N	Maple St	Lane Closure on a Two Lane Road (Low Volume) TA-11	TRUE
BLN01b-F11	249	N	Waldron St	Lane Closure on a Two Lane Road (Low Volume) TA-11	TRUE
BLN01b-F11	299	N	Maple St	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	FALSE
BLN01b-F11	400	N	Maple St	Sidewalk Closure 6H-28, Lane Closure on a Two Lane Road (Low Volume) TA-11	FALSE
BLN01b-F11	524	N	Fairview St	Sidewalk Closure 6H-28, Lane closure 6H-10	FALSE
BLN01b-F11	627	W	8th St	Sidewalk Closure 6H-28, Lane closure 6H-10	FALSE

BLN01b-F11	701	W	Kirkwood	Sidewalk Closure 6H-28, Lane Closure on a Two Lane Road (Low Volume) TA-11	FALSE
BLN01b-F11	712	W	3rd St	Sidewalk Closure 6H-28, Lane Closure on a Two Lane Road (Low Volume) TA-11	FALSE
BLN01b-F11	720	W	3rd St	Sidewalk Closure 6H-28, Lane Closure on a Two Lane Road (Low Volume) TA-11	FALSE
BLN01b-F11	801	W	Kirkwood	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	FALSE
BLN01b-F11	810	W	4th St	Sidewalk Closure 6H-28, Lane Closure on a Two Lane Road (Low Volume) TA-11	FALSE
BLN01b-F11	812	W	9th St	Sidewalk Closure 6H-28, Lane Closure on a Two Lane Road (Low Volume) TA-11	FALSE
BLN01b-F11	836	W	6th St	Sidewalk Closure 6H-28, Lane Closure on a Two Lane Road (Low Volume) TA-11	FALSE
BLN01b-F11	916	W	4th St	Sidewalk Closure 6H-28, Lane Closure on a Two Lane Road (Low Volume) TA-11	FALSE
BLN01b-F11	-	W	10th St near trail	Sidewalk Closure 6H-28, Lane closure 6H-10	FALSE

Permitted 8/25/25 - 9/7/25

FDH	Address Number	Directional	Street	Applicable Standard TTC's	Notes	Complete
BLC02a-F09	325	E	University St	Sidewalk Closure 6H-28, Lane Closure on a Two Lane Road (Low Volume) TA-11	Student housing area	
BLC02a-F09	404	E	1st St	Sidewalk Closure 6H-28, Lane closure 6H-10	Arterial - 1st St, residential area	
BLC02a-F09	523	E	University St	Sidewalk Closure 6H-28, Lane Closure on a Two Lane Road (Low Volume) TA-11	Residential area, parking reservations may be needed.	

BLC02 a-F09	525	E	University St	Sidewalk Closure 6H-28, Lane Closure on a Two Lane Road (Low Volume) TA-11	Residential area, parking reservations may be needed.	
BLC02 a-F09	624	S	Fess Ave	Sidewalk Closure 6H-28, Lane Closure on a Two Lane Road (Low Volume) TA-11	Residential area, parking reservations may be needed.	
BLC02 a-F09	711	E	1st St	Sidewalk Closure 6H-28, Lane closure 6H-10	Arterial - 1st St, residential area	
BLC02 a-F09	810	E	1st St	Sidewalk Closure 6H-28, Lane closure 6H-10	Arterial - 1st St, residential area	
BLC02 a-F09	816	E	1st St	Sidewalk Closure 6H-28, Lane closure 6H-10	Arterial - 1st St, residential area	
BLC02 a-F09	939	N	Jackson St	Lane Closure on a Two Lane Road (Low Volume) TA-11	Residential area	
BLC02 a-F09	–	–	1st St & S Fess Ave	Closure at the side of an Intersection TA-27, Sidewalk Closure 6H-28	Arterial - 1st St, residential area	
BLC02 a-F09	–	–	2nd St & S Henderson St	Closure at the side of an Intersection TA-27, Sidewalk Closure 6H-28	Arterials - 2nd and Henderson, student housing area	
BLC02 a-F09	–	–	E Allen St & S Grant St	Closure at the side of an Intersection TA-27	Residential area	
BLC02 a-F09	–	–	E Allen St & S Palmer Ave	Closure at the side of an Intersection TA-27	Residential area	
BLC02 a-F09	–	–	E Dodds St & S Palmer Ave	Closure at the side of an Intersection TA-27	Residential area	
BLC02 a-F09	–	–	E University St & S Fess Ave	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Residential area	
BLC02 a-F09	–	–	E University St & S Grant St	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Residential area	
BLC02 a-F09	–	–	E University St & S Henderson St	Closure at the side of an Intersection TA-27, Sidewalk Closure 6H-28	Arterial - Henderson, Residential area	

BLC02 a-F09	–	–	Jackson St & W 17th St	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Arterial - 17th, business area that may require coordination - private access to homes and business to be maintained	
BLC02 a-F09	–	–	N Madison St & W 14th St	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Arterial - Madison, Residential area	
BLC02 a-F09	–	–	N Madison St & W 15th St	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Arterial - Madison, Residential area	
BLC02 a-F09	–	–	S Henderson St & E 1st St	Sidewalk Closure 6H-28	Arterials - 1st and Henderson, residential area	
BLC02 a-F09	–	–	S Lincoln St & E Wylie St	Bicycle Lane Closure without Detour 6I-BTA1, Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Residential area	
BLC01 b-F14	1704	E	Hunter Ave	Lane Closure on a Two Lane Road (Low Volume) TA-11	Residential area	
BLC01 b-F14	1717	E	Hunter Ave	Lane Closure on a Two Lane Road (Low Volume) TA-11	Residential area	
BLC01 b-F14	2001	E	Atwater Ave	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Arterial -Atwater, Student housing area, Adjacent church	
BLC01 b-F14	609	S	Swain Ave	Lane Closure on a Two Lane Road (Low Volume) TA-11	Residential area	
BLC01 b-F14	713	S	Clifton Ave	Lane Closure on a Two Lane Road (Low Volume) TA-11	Residential area	
BLC01 b-F14	–	–	Atwater Ave & S Clifton Ave	Closure at the side of an Intersection TA-27	Arterial -Atwater, Residential area	
BLC01 b-F14	–	–	Atwater Ave & S Mitchell St	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Arterial -Atwater, Residential area	
BLC01 b-F14	–	–	Atwater Ave & S Rose Ave	Closure at the side of an Intersection TA-27, Sidewalk Closure 6H-28	Arterial -Atwater, Residential area	

BLC01 b-F14	-	-	E 2nd St & S Mitchell St	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Arterial -2nd, Residential area	
BLC01 b-F14	-	-	E 2nd St & S Rose Ave	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Arterial -2nd, Residential area	
BLC01 b-F14	-	-	E 3rd St & S Clifton Ave	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Arterial -3rd, Residential area	
BLC01 b-F14	-	-	E 3rd St & S Rose Ave	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Arterial -3rd, Residential area	
BLC01 b-F14	-	-	E Hunter Ave & S Anita St	Closure at the side of an Intersection TA-27	Residential area	
BLC01 b-F14	-	-	E Hunter Ave & S Rose Ave	Closure at the side of an Intersection TA-27	Residential area	
BLC01 b-F14	-	-	S Anita St & E 1st St	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Residential area	
BLC01 b-F14	-	-	S Clifton Ave & E Hunter Ave	Closure at the side of an Intersection TA-27	Residential area	
BLC01 b-F14	-	-	S Swain Ave & E University St	Closure at the side of an Intersection TA-27	Residential area	
BLC02 a-F07	105	W	Grimes Ln	Sidewalk Closure 6H-28, Lane closure 6H-10	Not arterial but heavily trafficed. push closures to non peak traffic hours.	
BLC02 a-F07	117	W	Hillside Dr	Lane Closure on a Two Lane Road (Low Volume) TA-11	Residential area	
BLC02 a-F07	1425	N	Monroe	Sidewalk Closure 6H-28, Lane closure 6H-10	School zone	
BLC02 a-F07	1512	S	Walnut	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Arterial - Walnut, mixed use	

BLC02 a-F07	1595	S	Walnut	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Arterial, mixed use	
BLC02 a-F07	1610	S	Pinestone Ct	Lane Closure on a Two Lane Road (Low Volume) TA-11	Residential area	
BLC02 a-F07	1619	S	Troy Ct	Lane Closure on a Two Lane Road (Low Volume) TA-11	Residential area	
BLC02 a-F07	1624	S	Pinestone Ct	Lane Closure on a Two Lane Road (Low Volume) TA-11	Residential area	
BLC02 a-F07	1715	S	Walnut	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Arterial, mixed use	
BLC02 a-F07	1715 ½	S	Walnut	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Arterial, mixed use	
BLC02 a-F07	1815	S	Walnut	Closure at the side of an Intersection TA-27, Sidewalk Closure 6H-28	Arterial - Walnut, mixed use	
BLC02 a-F07	316	E	Southern Dr	Lane Closure on a Two Lane Road (Low Volume) TA-11, Sidewalk Closure 6H-28	Residential area	
BLC02 a-F07	405	E	Southern Dr	Lane Closure on a Two Lane Road (Low Volume) TA-11, Sidewalk Closure 6H-28	Residential area	
BLC02 a-F07	437	E	Southern Dr	Lane Closure on a Two Lane Road (Low Volume) TA-11, Sidewalk Closure 6H-28	Residential area	
BLC02 a-F07	504	E	Southern Dr	Lane Closure on a Two Lane Road (Low Volume) TA-11, Sidewalk Closure 6H-28	Residential area	
BLC02 a-F07	525	E	Southern Dr	Lane Closure on a Two Lane Road (Low Volume) TA-11, Sidewalk Closure 6H-28	Residential area	
BLC02 a-F07	601	E	Miller Dr	Sidewalk Closure 6H-28, Lane closure 6H-10	Mixed use	

BLC02 a-F07	607	E	Miller Dr	Sidewalk Closure 6H-28, Lane closure 6H-10	Mixed use	
BLC02 a-F07	609	E	Miller Dr	Sidewalk Closure 6H-28, Lane closure 6H-10	Mixed use	
BLC02 a-F07	610	E	Hillside Dr	Sidewalk Closure 6H-28, Lane closure 6H-10	Arterial - Hillside, school zone	
BLC02 a-F07	612	E	Hillside Dr	Sidewalk Closure 6H-28, Lane closure 6H-10	Arterial - Hillside, school zone	
BLC02 a-F07	682	E	Hillside Dr	Sidewalk Closure 6H-28, Lane closure 6H-10	Arterial - Hillside, school zone	
BLC02 a-F07	766	E	Moody Dr	Closure at the side of an Intersection TA-27, Sidewalk Closure 6H-28	Residential area	
BLC02 a-F07	869	E	Miller Dr	Sidewalk Closure 6H-28, Lane closure 6H-10	Mixed use	
BLC02 a-F07	-	-	Miller Dr & S Park Ave	Sidewalk Closure 6H-28, Lane closure 6H-10	Mixed use	
BLC02 a-F07	-	-	E Miller Dr & S Walnut	Closure at the side of an Intersection TA-27, Sidewalk Closure 6H-28, Lane closure 6H-10	Residential area	
BLC02 a-F07	-	-	E Southern Dr & S Walnut	Closure at the side of an Intersection TA-27, Sidewalk Closure 6H-28	Arterial - Walnut, Residential area	
BLC02 a-F07	-	-	S Henderson St & E Moores Ave	Sidewalk Closure 6H-28, Lane closure 6H-10	Arterials -Henderson and Moores Pk, residential area	
BLC02 a-F07	-	-	S Monon Dr & E Hillside Dr	Lane Closure on a Two Lane Road (Low Volume) TA-11	Residential area	
BLC02 a-F07	-	-	W Grimes Ln & S Walnut St	Closure at the side of an Intersection TA-27, Lane closure 6H-10, Sidewalk Closure 6H-28	Residential area	
BLN01 b-F10	221	N	Rogers St (Intersection W 7th)	Sidewalk Closure 6H-28, Lane closure 6H-10, Closure	Arterial - Rogers, Residential area	

				at the side of an Intersection TA-27		
BLN01 b-F10	312	W	6th	Lane closure 6H-10, Sidewalk Closure 6H-28	Business area	
BLN01 b-F10	422	W	10th	Sidewalk Closure 6H-28, Lane closure 6H-10	City hall area	
BLN01 b-F10	489	W	10th	Sidewalk Closure 6H-28, Lane closure 6H-10	City hall area	
BLN01 b-F10	501	N	Rogers	Sidewalk Closure 6H-28, Lane closure 6H-10	Arterial - Rogers	
BLN01 b-F10	701	N	College	Lane closure 6H-10, Sidewalk Closure 6H-28	Arterial - College	
BLN01 b-F10	702	N	Morton	Sidewalk Closure 6H-28, Lane closure 6H-10	City hall area	
BLN01 b-F10	704	N	Morton	Sidewalk Closure 6H-28, Lane closure 6H-10	City hall area	
BLN01 b-F10	–	–	S Madison Ave & W 10th St	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Both Aterials	
BLN01 b-F10	–	–	W 10th St & N Rogers St	Sidewalk Closure 6H-28, Closure at the side of an Intersection TA-27	Both Aterials	
BLN01 b-F10	–	–	W 8th St & N Rogers St	Closure at the side of an Intersection TA-27, Sidewalk Closure 6H-28	Arterial Rogers	



Board of Public Works Staff Report

Project/Event: Proposed Addendum to Duke Energy's Outdoor Lighting Service Agreements

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith/Audrey Brittingham

Meeting Date: August 26, 2025

In order to be in compliance with Indiana State and Bloomington Municipal Codes, the City Legal Department drafted an Addendum that supplements Duke's Outdoor Lighting Services Agreement. The language within the addendum includes statutorily required provisions between the City of Bloomington Department of Public Works (DPW) and all other the service providers/contractors.

This addendum was emailed to Duke Energy on July 18th. On July 21st, Duke Energy stated in the attached email chain that they are not a contractor but a regulated utility company that operates under the terms and conditions described in its tariffs which been approved by the Indiana Utility Regulatory Commission (IURC). From this perspective, Duke declined the City's request to enter into and execute this addendum.

On July 30th, City Legal Department notified Duke Energy that in order to proceed with future outdoor lighting service agreements with Duke Energy to install streetlights within the public right of way to provide illumination to public roads and sidewalks, the following conditions apply:

- The City Legal Department will continue to send outdoor lighting agreements through to the Board without the addendum, however, a copy of Duke Energy's original email noting the compliance with E-Verify, Non-Collusion, and Non-Discrimination.
- Duke's original email will be kept on file with each agreement in case the City is audited by the State Board of Accounts for failing to include these statutory required provisions.



Cheyenne Bowlen <cheyenne.bowlen@bloomington.in.gov>

Proposed Addendum to Outdoor Lighting Service Agreement(s)

10 messages

Christina Smith <smithc@bloomington.in.gov> Fri, Jul 18, 2025 at 3:40 PM
To: "Irwin, Liz Cook" <Liz.Irwin@duke-energy.com>
Cc: Audrey Brittingham <audrey.brittingham@bloomington.in.gov>, Cheyenne Bowlen <cheyenne.bowlen@bloomington.in.gov>, Miranda Beaver <miranda.beaver@bloomington.in.gov>, "Urrutia, Jack" <Jack.Urrutia@duke-energy.com>

Hi Liz,
In order to be in compliance with Indiana State and Bloomington Municipal Codes, the City Legal Department has drafted an Addendum that supplements Duke's Indiana Lighting Services Agreement (see attachment). The language within this addendum is standard between the City of Bloomington Department of Public Works and all of the service providers/contractors. This agreement may be renewed on an annual basis.

If you could please forward this document to the appropriate parties within your organization for review, I would greatly appreciate it. If anyone has any questions regarding this addendum, I have copied Audrey Brittingham, City Attorney, on this email.

Thanks,
Christina

	<p>Christina Smith Special Projects Coordinator Department of Public Works 812-349-3589 smithc@bloomington.in.gov</p>
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 **Proposed Addendum to Outdoor Lighting Service Agreement.docx**
19K

Urrutia, Jack <Jack.Urrutia@duke-energy.com> Mon, Jul 21, 2025 at 11:33 AM
To: Christina Smith <smithc@bloomington.in.gov>, "Irwin, Liz Cook" <Liz.Irwin@duke-energy.com>, "Phegley, Kurt S" <Kurt.Phegley@duke-energy.com>
Cc: Audrey Brittingham <audrey.brittingham@bloomington.in.gov>, Cheyenne Bowlen <cheyenne.bowlen@bloomington.in.gov>, Miranda Beaver <miranda.beaver@bloomington.in.gov>

Chris,

Since Liz is on vacation, I thought I should respond with some initial thoughts.

From a Duke perspective, an agreement like this would need to be reviewed by our legal department. However, prior to forwarding it on to our legal team, I thought I would share what I think their response would be.

Firstly, this agreement seems to be a standard agreement that the city would utilize with various contractors who may do work for the city. Duke Energy is not a contractor. It is a regulated utility company that operates under the terms and conditions described in its tariffs which have been approved by the Indiana Utility Regulatory Commission (IURC). When

viewed with that understanding, I hope you will see that the various points of this proposed addendum are either redundant or in conflict with our General Terms and Conditions tariff.

Item 1: E-Verify. Duke Energy is already subject to compliance with E-Verify.

Item 2: Non-Collusion. Our pricing is described in our tariff that is on file with the IURC. Our billing system is programmed to maintain compliance with our pricing structure. There is functional ability for an individual to modify the pricing of Duke Energy's lighting services.

Item 3: Appropriation of Funds: Once again, Duke Energy's services are provided under the structure described in our General Terms and Conditions. That document describes how we are to operate in cases where a customer fails to pay. As mentioned above regarding item 2, our systems are designed to ensure compliance with our tariffs.

Item 4: Indemnification. This item seems completely unnecessary, but in any case, I can't imagine that the Duke Energy legal team would agree to this.

Item 5: Non-Discrimination. As a regulated utility company, Duke Energy is already bound to abide by all laws within the service territories of its operation.

Given that these provisions have never been necessary in the past, it doesn't seem reasonable to establish them as a precondition for future work.

Hopefully, you understand why we will have to decline to sign this agreement.

Regards,

Jack Urrutia

Manager of Midwest Lighting Design

1100 West 2nd Street

Bloomington, IN 47403

812-337-3033

From: Christina Smith <smithc@bloomington.in.gov>

Sent: Friday, July 18, 2025 3:40 PM

To: Irwin, Liz Cook <Liz.Irwin@duke-energy.com>

Cc: Audrey Brittingham <audrey.brittingham@bloomington.in.gov>; Cheyenne Bowlen <cheyenne.bowlen@bloomington.in.gov>; Miranda Beaver <miranda.beaver@bloomington.in.gov>; Urrutia, Jack <Jack.Urrutia@duke-energy.com>

Subject: [EXTERNAL] Proposed Addendum to Outdoor Lighting Service Agreement(s)

*** CAUTION! EXTERNAL SENDER *** STOP. ASSESS. VERIFY!! Were you expecting this email? Are grammar and spelling correct? Does the content make sense? Can you verify the sender? If suspicious report it, then do not click links, open attachments or enter your ID or password.

Hi Liz,

In order to be in compliance with Indiana State and Bloomington Municipal Codes, the City Legal Department has drafted an Addendum that supplements Duke's Indiana Lighting Services Agreement (see attachment). The language within this addendum is standard between the City of Bloomington Department of Public Works and all of the service providers/contractors. This agreement may be renewed on an annual basis.

If you could please forward this document to the appropriate parties within your organization for review, I would greatly appreciate it. If anyone has any questions regarding this addendum, I have copied Audrey Brittingham, City Attorney, on this email.

Thanks,

Christina

	<p>Christina Smith</p> <p>Special Projects Coordinator Department of Public Works</p> <p>812-349-3589</p> <p>smithc@bloomington.in.gov</p>
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[Redacted]

Christina Smith <smithc@bloomington.in.gov> Fri, Jul 25, 2025 at 8:24 AM
To: Audrey Brittingham <audrey.brittingham@bloomington.in.gov>
Cc: Cheyenne Bowlen <cheyenne.bowlen@bloomington.in.gov>, Miranda Beaver <miranda.beaver@bloomington.in.gov>

Audrey,
Have you had a chance to review Jack Urrutia's email regarding our proposed addendum to their outdoor lighting agreement? I also heard from Liz Irwin, Duke's Government & Community Relations Manager and agreed with Jack's explanation as to why Duke Energy will not sign out addendum. Can we move forward with our 19 outdoor lighting service agreements that need to go to the Board of Public Works for approval?

Thanks,
Christia

	<p>Christina Smith</p> <p>Special Projects Coordinator Department of Public Works</p> <p>812-349-3589</p> <p>smithc@bloomington.in.gov</p>
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[Quoted text hidden]

Christina Smith <smithc@bloomington.in.gov>
To: "Irwin, Liz Cook" <Liz.Irwin@duke-energy.com>

Fri, Jul 25, 2025 at 8:28 AM

Cc: "Smith, Richard A" <Richard.Smith@duke-energy.com>, "Urrutia, Jack" <Jack.Urrutia@duke-energy.com>, Cheyenne Bowlen <cheyenne.bowlen@bloomington.in.gov>, Miranda Beaver <miranda.beaver@bloomington.in.gov>

Liz,

Thank you for your response, I followed up this morning with our attorney, Audrey Brittingham, to determine if we can move forward with the outdoor lighting service agreement as they are now.

Have a good day,
Christina



On Thu, Jul 24, 2025 at 3:24 PM Irwin, Liz Cook <Liz.Irwin@duke-energy.com> wrote:

Hi Christina,

It sounds like you and Jack have already worked through this situation, but I wanted to respond since I was out on vacation when your email came through. I've also copied Rick Smith just in case there is anything further that he or I could help with.

Best,

Liz

Liz Irwin

Government & Community Relations Manager

1100 W 2nd St | WF 570 | Bloomington, IN 47403

812.337.3034 | liz.irwin@duke-energy.com

Follow me on Twitter: [@Liz_Cook_Irwin](https://twitter.com/Liz_Cook_Irwin)



From: Christina Smith <smithc@bloomington.in.gov>

Sent: Friday, July 18, 2025 3:40 PM

To: Irwin, Liz Cook <Liz.Irwin@duke-energy.com>

Cc: Audrey Brittingham <audrey.brittingham@bloomington.in.gov>; Cheyenne Bowlen <cheyenne.bowlen@bloomington.in.gov>; Miranda Beaver <miranda.beaver@bloomington.in.gov>; Urrutia,

Jack <Jack.Urrutia@duke-energy.com>

Subject: [EXTERNAL] Proposed Addendum to Outdoor Lighting Service Agreement(s)

*** CAUTION! EXTERNAL SENDER *** STOP. ASSESS. VERIFY!! Were you expecting this email? Are grammar and spelling correct? Does the content make sense? Can you verify the sender? If suspicious report it, then do not click links, open attachments or enter your ID or password.

Hi Liz,

[Quoted text hidden]

Audrey Brittingham <audrey.brittingham@bloomington.in.gov>

Fri, Jul 25, 2025 at 1:54 PM

To: Christina Smith <smithc@bloomington.in.gov>

Cc: Cheyenne Bowlen <cheyenne.bowlen@bloomington.in.gov>, Miranda Beaver <miranda.beaver@bloomington.in.gov>

Hi Christina,

I'd like to try one more thing. I'll respond to Jack.

Best,

Audrey

[Quoted text hidden]

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City Attorney

City of Bloomington Legal Department

[401 N. Morton Street](#)

P O Box 100

Bloomington, IN 47402-0100

(812) 349-3426

(812) 349-3441 (fax)

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Audrey Brittingham <audrey.brittingham@bloomington.in.gov>

Fri, Jul 25, 2025 at 4:05 PM

To: "Urrutia, Jack" <Jack.Urrutia@duke-energy.com>

Cc: Christina Smith <smithc@bloomington.in.gov>, "Irwin, Liz Cook" <Liz.Irwin@duke-energy.com>, "Phegley, Kurt S" <Kurt.Phegley@duke-energy.com>, Cheyenne Bowlen <cheyenne.bowlen@bloomington.in.gov>, Miranda Beaver <miranda.beaver@bloomington.in.gov>

Hi Jack,

Thanks for the response. Please see my **notes** below.

Item 1: E-Verify. Duke Energy is already subject to compliance with E-Verify.

That's great!! However, we are legally required to include this in our service agreements. Pursuant to Indiana Codes 22-5-1.7-11 and 11.1, all service agreements and all public works projects must contain an affirmation from the contractor that they comply with E-Verify. The statute specifically states that, "[a] public agency may not enter into or renew a contract" without such a statement.

Item 2: Non-Collusion. Our pricing is described in our tariff that is on file with the IURC. Our billing system is programmed to maintain compliance with our pricing structure. There is functional ability for an individual to modify

the pricing of Duke Energy's lighting services.

Perfect! Again, that does not alleviate the City's obligation to include this language in our agreements. Pursuant to Indiana Code 5-22-16-6, a statement of non-collusion (more thoroughly described in the statute) filed with the purchasing agent. There is an option for the contractor to file an affirmation outside of the contract, but it is easier for reporting purposes to just include it in the contract.

Item 3: Appropriation of Funds: Once again, Duke Energy's services are provided under the structure described in our General Terms and Conditions. That document describes how we are to operate in cases where a customer fails to pay. As mentioned above regarding item 2, our systems are designed to ensure compliance with our tariffs.

The Appropriation of Funds language is not in response to Duke's agreement. It is to protect the City in the event future councils fail to appropriate funds for the contract. It seems extremely unlikely; I've never seen a contract terminated for such a reason. However, the City's executive branch is responsible for entering into these agreements, and we are subject to the Council's appropriation each year.

Item 4: Indemnification. This item seems completely unnecessary, but in any case, I can't imagine that the Duke Energy legal team would agree to this.

Understood. I'm fine removing this section. However, that does mean I need to request a change to the indemnification in Duke's agreement.

In Duke's agreement, I am fine with the indemnification language listed in 1.2 given that we are designing the layout, but I'm not comfortable with the indemnification language on Exhibit C. We are hiring Duke to install the lighting system, so not comfortable indemnifying Duke for problems stemming from their installation work under this contract. Could this be revised or just removed?

Item 5: Non-Discrimination. As a regulated utility company, Duke Energy is already bound to abide by all laws within the service territories of its operation.

Awesome!! Again, it doesn't alleviate our legal requirement to include the language in contract. Indiana Code 22-9-1-10 requires all contracts to which the City is a party contain a non-discrimination provision, as more particularly described in the statute.

I am not aware of any statutes or other legal authority granting Duke (or other regulated utility companies) exemption from these statutory requirements. However, I could absolutely be wrong- if so, please send those over to me! Happy to take a look and reconsider the addendum further.

I promise that the statutorily required provisions have been required as long as the statutes have been in place. It is possible that Duke has previously refused to include them in service agreements, and that we have acquiesced. However, I'm responsible for protecting the City against risk, and failing to include the statutorily required provisions in any such agreement puts us at risk of audits and fines. Therefore, I'm requesting that Duke sign the attached (revised) addendum as a part of this Agreement, pending an answer to my question regarding the indemnification provision.

Happy to discuss further.

Thank you!!

Audrey

[Quoted text hidden]

[Quoted text hidden]

Urrutia, Jack <Jack.Urrutia@duke-energy.com>

Wed, Jul 30, 2025 at 1:46 PM

To: Audrey Brittingham <audrey.brittingham@bloomington.in.gov>

Cc: Christina Smith <smithc@bloomington.in.gov>, "Irwin, Liz Cook" <Liz.Irwin@duke-energy.com>, "Phegley, Kurt S" <Kurt.Phegley@duke-energy.com>, Cheyenne Bowlen <cheyenne.bowlen@bloomington.in.gov>, Miranda Beaver <miranda.beaver@bloomington.in.gov>

Audrey,

I forwarded your message to our legal department and our legal counsel has advised that we should not sign your agreement.

If the city maintains that as a precondition, we will not be able to move forward with any of the proposed lighting requests.

In the opinion of our legal team, a lighting request is no different than a basic request for electric service, which is not subject to any of these stipulations. They said, "Our rates are governed and set by the Commission – if the City wants lighting service, it signs up like any other customer."

Additionally, our counsel noted that there is a distinction between ordinance requirements versus statutory requirements. They said, "We are not subject to ordinances that we think are unreasonable and those that would require us to indemnify the City or allow it to escape a service agreement because of funding seem unreasonable." There are Noblesville and Carmel cases which establish this point.

Please let us know if we cancel the pending lighting requests.

[Quoted text hidden]

Audrey Brittingham <audrey.brittingham@bloomington.in.gov>

Wed, Jul 30, 2025 at 5:05 PM

To: "Urrutia, Jack" <Jack.Urrutia@duke-energy.com>

Cc: Christina Smith <smithc@bloomington.in.gov>, "Irwin, Liz Cook" <Liz.Irwin@duke-energy.com>, "Phegley, Kurt S" <Kurt.Phegley@duke-energy.com>, Cheyenne Bowlen <cheyenne.bowlen@bloomington.in.gov>, Miranda Beaver <miranda.beaver@bloomington.in.gov>

Thanks for letting me know, Jack.

I spoke with corporation counsel on how she would like to proceed. We will approve sending the contract through the Board without the addendum, but I'll need to include your original email noting your compliance with E-Verify, Non-Collusion, and Non-Discrimination, and will explain the situation to the board. We will also keep your emails on file with the contract in case we are audited by the state board of accounts for failing to include these statutorily required provisions.

The appropriation of funds is more of an FYI for our contractors than an absolutely necessary contractual provision- if the legislative body doesn't appropriate funds, then the executive branch would not have any money and we would be unable to continue under a contract. Again, this has never happened.

Please let me know if you have any questions.

Thank you!
Audrey Brittingham
[Quoted text hidden]

Urrutia, Jack <Jack.Urrutia@duke-energy.com>

Thu, Jul 31, 2025 at 6:54 AM

To: Audrey Brittingham <audrey.brittingham@bloomington.in.gov>

Cc: Christina Smith <smithc@bloomington.in.gov>, "Irwin, Liz Cook" <Liz.Irwin@duke-energy.com>, "Phegley, Kurt S" <Kurt.Phegley@duke-energy.com>, Cheyenne Bowlen <cheyenne.bowlen@bloomington.in.gov>, Miranda Beaver <miranda.beaver@bloomington.in.gov>

Audrey,

I'm glad to hear that.

Thank you,

Jack

[Quoted text hidden]

Christina Smith <smithc@bloomington.in.gov>

Thu, Jul 31, 2025 at 10:43 AM

To: Audrey Brittingham <audrey.brittingham@bloomington.in.gov>

Cc: Cheyenne Bowlen <cheyenne.bowlen@bloomington.in.gov>, Miranda Beaver <miranda.beaver@bloomington.in.gov>

Audrey,

Thanks for allowing us to move forward with the lighting agreements.

Chris



[Quoted text hidden]



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 52110 - Office Supplies											
5103 - Staples Contract & Commercial, INC	6037569810	01-Envelopes-2 boxes	Paid by EFT # 67750		08/19/2025	08/19/2025	08/29/2025		08/29/2025	45.14	
								Account 52110 - Office Supplies Totals		Invoice Transactions 1	\$45.14
Account 52210 - Institutional Supplies											
313 - Fastenal Company	INBLM239667	01-Trash liners	Paid by EFT # 67600		08/19/2025	08/19/2025	08/29/2025		08/29/2025	304.00	
4586 - Hill's Pet Nutrition Sales, INC	253975902	01-Dog, kitten & cat food	Paid by EFT # 67624		08/19/2025	08/19/2025	08/29/2025		08/29/2025	281.35	
4586 - Hill's Pet Nutrition Sales, INC	254124921	01-Dog, Puppy, Kitten and Cat Food	Paid by EFT # 67624		08/19/2025	08/19/2025	08/29/2025		08/29/2025	288.28	
4586 - Hill's Pet Nutrition Sales, INC	254124920	01-Prescription Veterinary Food	Paid by EFT # 67624		08/19/2025	08/19/2025	08/29/2025		08/29/2025	384.16	
4574 - John Deere Financial f.s.b. (Rural King)	312479	01-Chicken Food	Paid by Check # 80501		08/01/25	08/19/2025	08/19/2025	08/29/2025	08/29/2025	9.99	
4574 - John Deere Financial f.s.b. (Rural King)	368482	01-litter-50 40lb bags pellet bedding	Paid by Check # 80501		08/19/2025	08/19/2025	08/29/2025		08/29/2025	264.50	
4633 - Midwest Veterinary Supply, INC	25897590-150	01-Eye wash	Paid by EFT # 67683		08/19/2025	08/19/2025	08/29/2025		08/29/2025	16.38	
4633 - Midwest Veterinary Supply, INC	25897590-050	01-Antibiotics	Paid by EFT # 67683		08/19/2025	08/19/2025	08/29/2025		08/29/2025	25.77	
4633 - Midwest Veterinary Supply, INC	25936229-050	01-vinyl exam gloves (XL)	Paid by EFT # 67683		08/19/2025	08/19/2025	08/29/2025		08/29/2025	28.30	
4633 - Midwest Veterinary Supply, INC	26046860-000	01-Syringes	Paid by EFT # 67683		08/19/2025	08/19/2025	08/29/2025		08/29/2025	29.52	
4633 - Midwest Veterinary Supply, INC	25936229-150	01-vinyl exam gloves (M & L) & ISO gowns	Paid by EFT # 67683		08/19/2025	08/19/2025	08/29/2025		08/29/2025	162.00	
4633 - Midwest Veterinary Supply, INC	25948827-000	01-Albon oral susp	Paid by EFT # 67683		08/19/2025	08/19/2025	08/29/2025		08/29/2025	216.65	
4633 - Midwest Veterinary Supply, INC	25897590-100	01-Antibiotics, needles, supportive medication	Paid by EFT # 67683		08/19/2025	08/19/2025	08/29/2025		08/29/2025	401.12	
4633 - Midwest Veterinary Supply, INC	25936229-100	01-Milk replacer, antiparasitics, antifungal	Paid by EFT # 67683		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,088.95	
								Account 52210 - Institutional Supplies Totals		Invoice Transactions 14	\$3,500.97
Account 52310 - Building Materials and Supplies											
409 - Black Lumber Co. INC	610254	01-Parts for Toilet Repair-valve, flush and tank lever	Paid by EFT # 67539		08/19/2025	08/19/2025	08/29/2025		08/29/2025	21.97	
								Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1	\$21.97
Account 53130 - Medical											
6529 - BloomingPaws, LLC	742060	01-Exam for county case Zuko	Paid by EFT # 67542		08/19/2025	08/19/2025	08/29/2025		08/29/2025	56.00	



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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											
6529 - BloomingPaws, LLC	742298	01-Exam for Thunderstorm	Paid by EFT # 67542		08/19/2025	08/19/2025	08/29/2025		08/29/2025	56.00	
6529 - BloomingPaws, LLC	742059	01-Initial Exam for County Kane	Paid by EFT # 67542		08/19/2025	08/19/2025	08/29/2025		08/29/2025	56.00	
6529 - BloomingPaws, LLC	742274	01-Exam for County case Zuko and wound treatment	Paid by EFT # 67542		08/19/2025	08/19/2025	08/29/2025		08/29/2025	116.00	
6529 - BloomingPaws, LLC	742273	01-Exam for County case Kane and wound care	Paid by EFT # 67542		08/19/2025	08/19/2025	08/29/2025		08/29/2025	147.12	
6529 - BloomingPaws, LLC	742317	01-Rabbit Spay-King Leer	Paid by EFT # 67542		08/19/2025	08/19/2025	08/29/2025		08/29/2025	205.60	
6529 - BloomingPaws, LLC	742314	01-Spay Surgery-Looney Tunes	Paid by EFT # 67542		08/19/2025	08/19/2025	08/29/2025		08/29/2025	294.17	
									Account 53130 - Medical Totals	Invoice Transactions 7	<u>\$930.89</u>
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872897487800825	06-cell phone chgs 07/12/25-08/11/25-Inv. 287289748780X08192025	Paid by Check # 80467		08/20/2025	08/20/2025	08/20/2025		08/20/2025	125.28	
									Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$125.28</u>
Account 53310 - Printing											
3892 - Midwest Color Printing, INC	INV-23573	01-250 business cards (Robyn Peffinger)	Paid by EFT # 67682		08/19/2025	08/19/2025	08/29/2025		08/29/2025	79.58	
									Account 53310 - Printing Totals	Invoice Transactions 1	<u>\$79.58</u>
Account 53510 - Electrical Services											
223 - Duke Energy	19-08.20.25-FAC	19-Facilities electric billing -06/26/25-08/01/25	Paid by Check # 80477		08/20/2025	08/20/2025	08/20/2025		08/20/2025	2,528.13	
									Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$2,528.13</u>
Account 53650 - Other Repairs											
392 - Koorsen Fire & Security, INC	IN01004826	01-Panic Alarm Installation 07/31/25	Paid by EFT # 67666		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,802.13	
									Account 53650 - Other Repairs Totals	Invoice Transactions 1	<u>\$1,802.13</u>
Account 53990 - Other Services and Charges											
4045 - Datamars, INC	944878	01-Microchip Registrations (2)	Paid by EFT # 67582		08/19/2025	08/19/2025	08/29/2025		08/29/2025	19.98	
60 - Formerly MCSWMD Waste Reduction District of Monroe County	30-2025	01-Sharps Disposal 07/10/25	Paid by EFT # 67781		08/19/2025	08/19/2025	08/29/2025		08/29/2025	21.60	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$41.58</u>



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 Totals		Invoice Transactions 29		\$9,075.67	
Program 010001 - Donations Over \$5K										
Account 53130 - Medical										
6529 - BloomingPaws, LLC	742040	01-post treatment heartworm meds-Cinder	Paid by EFT # 67542		08/19/2025	08/19/2025	08/29/2025		08/29/2025	18.69
6529 - BloomingPaws, LLC	742039	01-Heartworm Treatment-Cinder	Paid by EFT # 67542		08/19/2025	08/19/2025	08/29/2025		08/29/2025	155.92
6529 - BloomingPaws, LLC	742326	01-Dental Xrays-The Iron Giant	Paid by EFT # 67542		08/19/2025	08/19/2025	08/29/2025		08/29/2025	213.82
6529 - BloomingPaws, LLC	742327	01-Dental Surgery-Raspberry	Paid by EFT # 67542		08/19/2025	08/19/2025	08/29/2025		08/29/2025	693.60
3929 - IDEXX Laboratories, INC	0725165023	01-Blood panel, Raspberry & Nemo Urinalysis	Paid by EFT # 67636		08/19/2025	08/19/2025	08/29/2025		08/29/2025	299.35
					Account 53130 - Medical Totals		Invoice Transactions 5		\$1,381.38	
					Program 010001 - Donations Over \$5K Totals		Invoice Transactions 5		\$1,381.38	
					Department 01 - Animal Shelter Totals		Invoice Transactions 34		\$10,457.05	
Department 02 - Public Works										
Program 020000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1Y7G-VXQJ-L777	02- 1 inch binders for admin office (2)	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025		08/29/2025	23.26
					Account 52110 - Office Supplies Totals		Invoice Transactions 1		\$23.26	
Account 52420 - Other Supplies										
293 - J&S Locksmith Shop, INC	268216	02-Weed Eater String for Downtown Bloomington Crew (2)	Paid by EFT # 67653		08/19/2025	08/19/2025	08/29/2025		08/29/2025	139.98
8658 - Kleindorfer's Hardware LLC	43101	02 - Brighten Btown Downtown Supplies - scrub brush	Paid by EFT # 67663		08/19/2025	08/19/2025	08/29/2025		08/29/2025	7.49
8658 - Kleindorfer's Hardware LLC	43263	02 - Brighten Btown Downtown Supplies - (4) roller covers	Paid by EFT # 67663		08/19/2025	08/19/2025	08/29/2025		08/29/2025	44.70
					Account 52420 - Other Supplies Totals		Invoice Transactions 3		\$192.17	



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487800 825	06-cell phone chgs 07/12/25-08/11/25- Inv. 287289748780X081920 25	Paid by Check # 80467		08/20/2025	08/20/2025	08/20/2025		08/20/2025	172.08
							Account 53210 - Telephone Totals	Invoice Transactions 1		<u>\$172.08</u>
							Program 020000 - Main Totals	Invoice Transactions 5		<u>\$387.51</u>
							Department 02 - Public Works Totals	Invoice Transactions 5		<u>\$387.51</u>
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53160 - Instruction										
4847 - Anna Dragovich	PMI/PMP/AICP	04-PMP Continuing Education Course (online), PMI Membership	Paid by EFT # 67586		08/19/2025	08/19/2025	08/29/2025		08/29/2025	80.48
							Account 53160 - Instruction Totals	Invoice Transactions 1		<u>\$80.48</u>
Account 53910 - Dues and Subscriptions										
4847 - Anna Dragovich	PMI/PMP/AICP	04-PMP Continuing Education Course (online), PMI Membership	Paid by EFT # 67586		08/19/2025	08/19/2025	08/29/2025		08/29/2025	164.00
							Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1		<u>\$164.00</u>
							Program 040000 - Main Totals	Invoice Transactions 2		<u>\$244.48</u>
							Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions 2		<u>\$244.48</u>
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
50587 - Barnes & Thornburg LLP	3444385	06-Legal services- Sudbury/Summit Housing Dev-June 2025	Paid by EFT # 67534		08/19/2025	08/19/2025	08/29/2025		08/29/2025	585.00
6223 - Faegre Drinker Biddle & Reath LLP	6106659	06-Financial Services- Convention Center thru 6.30.25	Paid by EFT # 67599		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,852.30
391 - O. W. Krohn & Associates, LLP	SUMMIT- 1.31.25	06-Services for Sudbury Summit project 1.31.25	Paid by EFT # 67699		08/19/2025	08/19/2025	08/29/2025		08/29/2025	5,342.50



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 06 - Controller's Office											
Program 060000 - Main											
Account 53170 - Mgt. Fee, Consultants, and Workshops											
391 - O. W. Krohn & Associates, LLP	SUMMIT-12.31.24	06-Services for Sudbury Summit project 12.31.24	Paid by EFT # 67699		08/19/2025	08/19/2025	08/29/2025		08/29/2025	7,100.00	
391 - O. W. Krohn & Associates, LLP	SUMMIT-2.28.25	06-Services for Sudbury Summit project 2.28.25	Paid by EFT # 67699		08/19/2025	08/19/2025	08/29/2025		08/29/2025	2,222.50	
								Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice Transactions 5	<u>\$17,102.30</u>
Account 53230 - Travel											
8248 - Cheryl Gilliland	ILMCT-8.14.25	06-per diem/mileage-SBOA Conf-French Lick-8/11-8/13	Paid by EFT # 67609		08/19/2025	08/19/2025	08/29/2025		08/29/2025	162.40	
								Account 53230 - Travel Totals		Invoice Transactions 1	<u>\$162.40</u>
								Program 060000 - Main Totals		Invoice Transactions 6	<u>\$17,264.70</u>
								Department 06 - Controller's Office Totals		Invoice Transactions 6	<u>\$17,264.70</u>
Department 07 - Engineering											
Program 070000 - Main											
Account 53910 - Dues and Subscriptions											
9698 - Doxpop LLC	17902934	07 - Public Records Subscription Access 08/13/25-09/12/25	Paid by EFT # 67585		08/19/2025	08/19/2025	08/29/2025		08/29/2025	39.40	
								Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<u>\$39.40</u>
Account 53990 - Other Services and Charges											
11272 - Patriot Engineering And Enviromental, INC	145491	07 - Geotechnical Services through 07/31/25	Paid by EFT # 67708		08/19/2025	08/19/2025	08/29/2025		08/29/2025	3,568.25	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$3,568.25</u>
Account 54310 - Improvements Other Than Building											
9920 - Julie A Carter	ROW-PARCEL 2	07-High St Modernization/Multiuse Path-DES 2200020-Parcel 2	Paid by Check # 80491		08/19/2025	08/19/2025	08/29/2025		08/29/2025	14,605.37	
9920 - Julie A Carter	ROW-PARCEL 2 -TAX	07-High St Modernization/Multiuse Path-Parcel 2-Del Taxes	Paid by Check # 80492		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,199.62	
9919 - Clay H Carter III	ROW-PARCEL 2	07-High St Modernization/Multiuse Path-DES 2200020-Parcel 2	Paid by Check # 80493		08/19/2025	08/19/2025	08/29/2025		08/29/2025	14,605.37	



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
9919 - Clay H Carter III	ROW-PARCEL 2 -TAX	07-High St Modernization/Multiuse Path-Parcel 2-Del Taxes	Paid by Check # 80494		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,199.63
9566 - S&J Excavation and Concrete	S&JDUNN17TH-APP1	07-Dunn St Sidewalk Connection (CN) 02/14/25-07/31/25-App 1	Paid by EFT # 67731		08/19/2025	08/19/2025	08/29/2025		08/29/2025	17,685.00
319 - HNTB Corporation	0001-91379-CN-01	07 - Winslow Rogers Resurfacing Project (CE) 03/28/25-06/27/25	Paid by EFT # 67626		08/19/2025	08/19/2025	08/29/2025		08/29/2025	23,425.57
							Account 54310 - Improvements Other Than Building Totals		Invoice Transactions 6	<u>\$72,720.56</u>
							Program 070000 - Main Totals		Invoice Transactions 8	<u>\$76,328.21</u>
							Department 07 - Engineering Totals		Invoice Transactions 8	<u>\$76,328.21</u>
Department 09 - CFRD										
Program 090000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MHJ-VH6J-KX9X	09-Programs & Events Supplies-Paper Towels, Cups, Gloves, Wipes	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025		08/29/2025	116.71
4549 - Kroger Limited Partnership I	120019	09-Juice Boxes, Ice, Donuts-Refreshments ADA Anniversary Guests	Paid by Check # 80502		08/19/2025	08/19/2025	08/29/2025		08/29/2025	34.40
							Account 52420 - Other Supplies Totals		Invoice Transactions 2	<u>\$151.11</u>
							Program 090000 - Main Totals		Invoice Transactions 2	<u>\$151.11</u>
							Department 09 - CFRD Totals		Invoice Transactions 2	<u>\$151.11</u>
Department 10 - Legal										
Program 100000 - Main										
Account 53120 - Special Legal Services										
19660 - Bose McKinney & Evans, LLP	917072	10-Legal Services-Annexation 07/01/25-07/30/25	Paid by EFT # 67549		08/19/2025	08/19/2025	08/29/2025		08/29/2025	4,625.50
							Account 53120 - Special Legal Services Totals		Invoice Transactions 1	<u>\$4,625.50</u>
Account 53160 - Instruction										
259 - Indiana Association Of Cities & Towns (AIM)	121817	10-AIM Training - HEA for A. Pratt	Paid by EFT # 67638		08/19/2025	08/19/2025	08/29/2025		08/29/2025	25.00
259 - Indiana Association Of Cities & Towns (AIM)	121836	10-AIM, 7.15.25 Federal Matters (Recording) - A. Pratt	Paid by EFT # 67638		08/19/2025	08/19/2025	08/29/2025		08/29/2025	59.00



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 10 - Legal											
Program 100000 - Main											
Account 53160 - Instruction											
259 - Indiana Association Of Cities & Towns (AIM)	121918	10-AIM webinar-Wheel Tax 101-Pratt	Paid by EFT # 67638		08/19/2025	08/19/2025	08/29/2025		08/29/2025	25.00	
259 - Indiana Association Of Cities & Towns (AIM)	121919	10-AIM webinar-Creative Municipal Revenue-Pratt	Paid by EFT # 67638		08/19/2025	08/19/2025	08/29/2025		08/29/2025	25.00	
									Account 53160 - Instruction Totals	Invoice Transactions 4	<u>\$134.00</u>
Account 53230 - Travel											
8997 - Audrey Brittingham	AIM-06.2025	10-Reimb mileage-AIM-Noblesville-6/26 & 6/27/25	Paid by EFT # 67553		08/19/2025	08/19/2025	08/29/2025		08/29/2025	53.20	
									Account 53230 - Travel Totals	Invoice Transactions 1	<u>\$53.20</u>
Account 53990 - Other Services and Charges											
9949 - Jennifer B Arabie	198019832	10-reimbursement for notary expenses	Paid by EFT # 67526		08/19/2025	08/19/2025	08/29/2025		08/29/2025	90.07	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$90.07</u>
									Program 100000 - Main Totals	Invoice Transactions 7	<u>\$4,902.77</u>
									Department 10 - Legal Totals	Invoice Transactions 7	<u>\$4,902.77</u>
Department 11 - Mayor's Office											
Program 110000 - Main											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872874302160825	06-cell phone chgs 07/12/25-08/11/25-Inv. 287287430216X08192025	Paid by Check # 80466		08/20/2025	08/20/2025	08/20/2025		08/20/2025	83.20	
									Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$83.20</u>
Account 53230 - Travel											
9147 - Carolyn Thomson	MIPSMTG-07.2025	11-per diem/hotel/pkg/mileage /airfare-Mayor's Mtg-NM-7/30-8/3	Paid by EFT # 67761		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,297.31	
									Account 53230 - Travel Totals	Invoice Transactions 1	<u>\$1,297.31</u>
Account 53310 - Printing											
53125 - Mr. Copy, INC	37599	11- 100 Survey Cards for OOTM Events- Reprint	Paid by EFT # 67690		08/19/2025	08/19/2025	08/29/2025		08/29/2025	94.00	



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 11 - Mayor's Office										
Program 110000 - Main										
Account 53310 - Printing										
53125 - Mr. Copy, INC	37597	11- 100 Survey postcards for OOTM Events	Paid by EFT # 67690		08/19/2025	08/19/2025	08/29/2025		08/29/2025	67.00
							Account 53310 - Printing Totals	Invoice Transactions 2		<u>\$161.00</u>
							Program 110000 - Main Totals	Invoice Transactions 4		<u>\$1,541.51</u>
							Department 11 - Mayor's Office Totals	Invoice Transactions 4		<u>\$1,541.51</u>
Department 12 - Human Resources										
Program 120000 - Main										
Account 52420 - Other Supplies										
9148 - Office Easel LLC	1859	12- Employee Name Badges x4	Paid by EFT # 67700		08/19/2025	08/19/2025	08/29/2025		08/29/2025	48.00
9148 - Office Easel LLC	1285	12- Employee Name Badges x3	Paid by EFT # 67700		08/19/2025	08/19/2025	08/29/2025		08/29/2025	36.00
9148 - Office Easel LLC	1640	12- Employee Name Badges x6	Paid by EFT # 67700		08/19/2025	08/19/2025	08/29/2025		08/29/2025	72.00
							Account 52420 - Other Supplies Totals	Invoice Transactions 3		<u>\$156.00</u>
Account 53990 - Other Services and Charges										
7703 - Smokin' Jacks Rib Shack, LLC (Blooming Boards)	000506	12- Catering for Employee Survey event	Paid by EFT # 67742		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,639.82
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$1,639.82</u>
							Program 120000 - Main Totals	Invoice Transactions 4		<u>\$1,795.82</u>
							Department 12 - Human Resources Totals	Invoice Transactions 4		<u>\$1,795.82</u>
Department 13 - Planning										
Program 130000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CKC-1C6M-QPVL	13- table weights for public meetings	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025		08/29/2025	27.16
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17LP-FYPT-L1TK	13- Fitted tablecloths and table weights for public meetings	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025		08/29/2025	62.97
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TKH-RQQR-31QR	13- Safety Bike Lights for Safety Week	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025		08/29/2025	27.98
							Account 52420 - Other Supplies Totals	Invoice Transactions 3		<u>\$118.11</u>



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 13 - Planning											
Program 130000 - Main											
Account 53320 - Advertising											
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007240596	13-Legal Ads 07/03/25-07/14/25	Paid by EFT # 67608		08/19/2025	08/19/2025	08/29/2025		08/29/2025	366.48	
								Account 53320 - Advertising Totals		Invoice Transactions 1	<u>\$366.48</u>
								Program 130000 - Main Totals		Invoice Transactions 4	<u>\$484.59</u>
								Department 13 - Planning Totals		Invoice Transactions 4	<u>\$484.59</u>
Department 19 - Facilities Maintenance											
Program 190000 - Main											
Account 52310 - Building Materials and Supplies											
294 - All-Phase Electric Supply, INC	0740-1030437	19 - filler plate for City Hall elec panel	Paid by EFT # 67520		08/19/2025	08/19/2025	08/29/2025		08/29/2025	4.09	
409 - Black Lumber Co. INC	608489	19 - (6) Radar 2 x 2 Sq edge tile 16 ct.	Paid by EFT # 67539		08/19/2025	08/19/2025	08/29/2025		08/29/2025	419.94	
								Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 2	<u>\$424.03</u>
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19TR-LCHL-CHNJ	19 - 4 5 tier adjustable metal shelving	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025		08/29/2025	217.56	
9201 - J.A. Long, INC (Bloomington Furniture Company)	162460	19 - office chair for OOTM	Paid by EFT # 67654		08/19/2025	08/19/2025	08/29/2025		08/29/2025	584.00	
								Account 52420 - Other Supplies Totals		Invoice Transactions 2	<u>\$801.56</u>
Account 52430 - Uniforms and Tools											
19171 - Vestis Group, INC (FKA Aramark)	4080193559	19 - uniform pants for R Flake - 7/31/25	Paid by EFT # 67773		08/19/2025	08/19/2025	08/29/2025		08/29/2025	14.20	
19171 - Vestis Group, INC (FKA Aramark)	4080194607	19 - Uniform pants for R Flake - 8/7/2025	Paid by EFT # 67773		08/19/2025	08/19/2025	08/29/2025		08/29/2025	14.20	
								Account 52430 - Uniforms and Tools Totals		Invoice Transactions 2	<u>\$28.40</u>
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872897487800825	06-cell phone chgs 07/12/25-08/11/25-Inv. 287289748780X08192025	Paid by Check # 80467		08/20/2025	08/20/2025	08/20/2025		08/20/2025	167.04	
13969 - AT&T Mobility II, LLC	2873273216180825	06-Unlim'td LTE Laptp/Hotsp 7/12-8/11/25-287327321618X08192025	Paid by Check # 80469		08/20/2025	08/20/2025	08/20/2025		08/20/2025	39.24	



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2873273216180725	06-Unlim'td LTE Laptp/Hotsp-6/12-7/11/25-287327321618X07192025	Paid by Check # 80468		08/20/2025	08/20/2025	08/20/2025		08/20/2025	39.24
							Account 53210 - Telephone Totals		Invoice Transactions 3	<u>\$245.52</u>
Account 53510 - Electrical Services										
223 - Duke Energy	19-08.20.25-FAC	19-Facilities electric billing -06/26/25-08/01/25	Paid by Check # 80477		08/20/2025	08/20/2025	08/20/2025		08/20/2025	13,921.68
							Account 53510 - Electrical Services Totals		Invoice Transactions 1	<u>\$13,921.68</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	5008-001 0725	19-City Hall-water/sewer bill - July 2025	Paid by Check # 80471		08/20/2025	08/20/2025	08/20/2025		08/20/2025	2,266.66
							Account 53530 - Water and Sewer Totals		Invoice Transactions 1	<u>\$2,266.66</u>
Account 53610 - Building Repairs										
9642 - Anthony Drescher (Choose Premier Painting LLC)	2258	19 - SA painting of Parks and HR offices	Paid by EFT # 67587		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,475.00
321 - Harrell Fish, INC (HFI)	C019123	19-SA City Hall quarterly planned maintenance August 2025	Paid by EFT # 67620		08/19/2025	08/19/2025	08/29/2025		08/29/2025	2,150.67
321 - Harrell Fish, INC (HFI)	ZW29246	19-SA-repair water source heat pump Parks suite-6/6/25	Paid by EFT # 67620		08/19/2025	08/19/2025	08/29/2025		08/29/2025	724.75
1537 - Indiana Door & Hardware Specialties, INC	14475AA	19 - additional keys/cores for HR suite	Paid by Check # 80497		08/19/2025	08/19/2025	08/29/2025		08/29/2025	359.00
1537 - Indiana Door & Hardware Specialties, INC	14464AA	19 -new closer for HR suite	Paid by Check # 80497		08/19/2025	08/19/2025	08/29/2025		08/29/2025	475.00
393 - Kone INC	871758272	19-SA-City Hall monthly elevator maintenance Aug 2025	Paid by EFT # 67665		08/19/2025	08/19/2025	08/29/2025		08/29/2025	387.62
7402 - Nature's Way, INC	1702	19 - SA City Hall plant care August 2025	Paid by EFT # 67695		08/19/2025	08/19/2025	08/29/2025		08/29/2025	371.10
6688 - SSW Enterprises, LLC (Office Pride)	Inv-272313	19-CH/off site facilities-cleaning services July 2025	Paid by EFT # 67747		08/19/2025	08/19/2025	08/29/2025		08/29/2025	18,133.18
							Account 53610 - Building Repairs Totals		Invoice Transactions 8	<u>\$24,076.32</u>
							Program 190000 - Main Totals		Invoice Transactions 19	<u>\$41,764.17</u>



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 19 - Facilities Maintenance Totals										Invoice Transactions 19	\$41,764.17
Department 20 - Street											
Program 20CRED - STREET CRED											
Account 54510 - Other Capital Outlays											
9651 - International Cybernetics Company LP - IMS	250731-40	20-Asset Condition Data Collection & Reporting Project 07/31/25	Paid by EFT # 67647		08/19/2025	08/19/2025	08/29/2025		08/29/2025	4,096.40	
19278 - Milestone Contractors, LP	255008-1	20-Downtown Alley Maintenance Project 100% complete 08/07/25	Paid by EFT # 67684		08/19/2025	08/19/2025	08/29/2025		08/29/2025	111,540.75	
19278 - Milestone Contractors, LP	MILEENG24DW TN-6	20-ENG 2024 Downtown Maint. Proj- 5/01-7/22/25-App 6	Paid by EFT # 67684		08/19/2025	08/19/2025	08/29/2025		08/29/2025	66,259.70	
Account 54510 - Other Capital Outlays Totals										Invoice Transactions 3	\$181,896.85
Program 20CRED - STREET CRED Totals										Invoice Transactions 3	\$181,896.85
Department 20 - Street Totals										Invoice Transactions 3	\$181,896.85
Department 26 - Parking											
Program 26CRED - PARKING CRED											
Account 54510 - Other Capital Outlays											
7453 - Browning Chapman, LLC	BRWNMORTWA L-APP5	26-Morton & Walnut St Garages repairs -thru 08/31/25-APP 5-Final	Paid by EFT # 67557		08/19/2025	08/19/2025	08/29/2025		08/29/2025	72,200.00	
Account 54510 - Other Capital Outlays Totals										Invoice Transactions 1	\$72,200.00
Program 26CRED - PARKING CRED Totals										Invoice Transactions 1	\$72,200.00
Department 26 - Parking Totals										Invoice Transactions 1	\$72,200.00
Department 28 - ITS											
Program 280000 - Main											
Account 52110 - Office Supplies											
5103 - Staples Contract & Commercial, INC	6038246404	28-(5) City Hall Copy Paper 07/31/25	Paid by EFT # 67750		08/19/2025	08/19/2025	08/29/2025		08/29/2025	197.45	
Account 52110 - Office Supplies Totals										Invoice Transactions 1	\$197.45
Account 53210 - Telephone											
6870 - Carahsoft Technology Corporation	IN2041822	28-Zoom ITS Annual Phone Overages 03/31/25-5/30/25	Paid by EFT # 67562		08/19/2025	08/19/2025	08/29/2025		08/29/2025	26.13	
8545 - Zoom Video Communications INC.	INV315639402	28 - UC Implementation Services 3rd 30% payments	Paid by EFT # 67795		08/19/2025	08/19/2025	08/29/2025		08/29/2025	11,774.33	



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 28 - ITS											
Program 280000 - Main											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872897487800825	06-cell phone chgs 07/12/25-08/11/25- Inv. 287289748780X081920 25	Paid by Check # 80467		08/20/2025	08/20/2025	08/20/2025		08/20/2025	652.07	
1079 - AT&T	849494015-080925	28-CH/off site fac-long distance chgs 08/09/2025-BAN #849494015	Paid by Check # 80464		08/20/2025	08/20/2025	08/20/2025		08/20/2025	.48	
								Account 53210 - Telephone Totals		Invoice Transactions 4	<u>\$12,453.01</u>
Account 53310 - Printing											
3892 - Midwest Color Printing, INC	INV-23504ITS	28-250 Business Cards Asia Abang	Paid by EFT # 67682		08/19/2025	08/19/2025	08/29/2025		08/29/2025	77.08	
								Account 53310 - Printing Totals		Invoice Transactions 1	<u>\$77.08</u>
Account 53640 - Hardware and Software Maintenance											
3989 - Ricoh USA, INC	5071805344	28-BPD Detective Copier/Printer Maintenance 07/01/25- 07/31/25	Paid by EFT # 67726		08/19/2025	08/19/2025	08/29/2025		08/29/2025	44.78	
								Account 53640 - Hardware and Software Maintenance Totals		Invoice Transactions 1	<u>\$44.78</u>
Account 53910 - Dues and Subscriptions											
8543 - Insight Public Sector	1101297433	28-(12) Cordless extension handset & (2) cordless phone base sta	Paid by EFT # 67646		08/19/2025	08/19/2025	08/29/2025		08/29/2025	3,963.54	
8441 - Promevo Holdings, INC (Promevo, LLC)	266496	28-Google Workspace 07/01/25-07/31/25	Paid by EFT # 67717		08/19/2025	08/19/2025	08/29/2025		08/29/2025	80.49	
8441 - Promevo Holdings, INC (Promevo, LLC)	267520	28-Google Workspace 08/06/25-08/6/26	Paid by EFT # 67717		08/19/2025	08/19/2025	08/29/2025		08/29/2025	312.00	
8441 - Promevo Holdings, INC (Promevo, LLC)	267050	28-Google Voice 07/01/25-07/31/25	Paid by EFT # 67717		08/19/2025	08/19/2025	08/29/2025		08/29/2025	47.84	
								Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 4	<u>\$4,403.87</u>
Account 54420 - Purchase of Equipment											
8437 - AVI Systems, INC	1335978	28 - Chamber Video Wall Replacement	Paid by EFT # 67529		08/19/2025	08/19/2025	08/29/2025		08/29/2025	2,295.17	
								Account 54420 - Purchase of Equipment Totals		Invoice Transactions 1	<u>\$2,295.17</u>
								Program 280000 - Main Totals		Invoice Transactions 12	<u>\$19,471.36</u>
								Department 28 - ITS Totals		Invoice Transactions 12	<u>\$19,471.36</u>
								Fund 1101 - General Totals		Invoice Transactions 111	<u>\$428,890.13</u>



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2201 - Motor Vehicle Highway											
Department 20 - Street											
Program 200000 - Main											
Account 52110 - Office Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1N1P-PHMC-VRGC	20-Admin Office Supplies (Pens, Wite-out, Clips, Planner)	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025		08/29/2025	111.14	
								Account 52110 - Office Supplies Totals		Invoice Transactions 1	<u>111.14</u>
Account 52210 - Institutional Supplies											
313 - Fastenal Company	INBLM239532	20- Supplies for crews-gloves, safety glasses, paint	Paid by EFT # 67600		08/19/2025	08/19/2025	08/29/2025		08/29/2025	465.85	
								Account 52210 - Institutional Supplies Totals		Invoice Transactions 1	<u>465.85</u>
Account 52340 - Other Repairs and Maintenance											
3039 - Unistructural Support Systems, LTD	0159422-IN	20-Posts for traffic signs (2 1/4 x 2 1/4; 12 GA)	Paid by EFT # 67769		08/19/2025	08/19/2025	08/29/2025		08/29/2025	6,130.00	
								Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1	<u>\$6,130.00</u>
Account 52420 - Other Supplies											
409 - Black Lumber Co. INC	609365	20-Putty Knives for Hot Box C. Phipps	Paid by EFT # 67539		08/19/2025	08/19/2025	08/29/2025		08/29/2025	11.68	
409 - Black Lumber Co. INC	610540	20-20 lb Scotts Classic Sun & Shade for Jake's Crew	Paid by EFT # 67539		08/19/2025	08/19/2025	08/29/2025		08/29/2025	79.99	
409 - Black Lumber Co. INC	609170	20-3Gal back saver sprayer	Paid by EFT # 67539		08/19/2025	08/19/2025	08/29/2025		08/29/2025	34.99	
409 - Black Lumber Co. INC	609654	20-14" 100PK cable for Paving Crew	Paid by EFT # 67539		08/19/2025	08/19/2025	08/29/2025		08/29/2025	16.99	
409 - Black Lumber Co. INC	609800	20-2x4- 8 96" Stud Grade Lumber for Cut Crew 2511 Poplar Dr.	Paid by EFT # 67539		08/19/2025	08/19/2025	08/29/2025		08/29/2025	4.39	
409 - Black Lumber Co. INC	610091	20-50 Pak 5/16" Arrow Staple for Paving Crew	Paid by EFT # 67539		08/19/2025	08/19/2025	08/29/2025		08/29/2025	4.99	
409 - Black Lumber Co. INC	610463	20-5 lb 2 1/2" deck screw at (8) pine pro	Paid by EFT # 67539		08/19/2025	08/19/2025	08/29/2025		08/29/2025	92.93	
409 - Black Lumber Co. INC	610578	20-Chaulk, 39" modular drain channel for 1st & Lincoln	Paid by EFT # 67539		08/19/2025	08/19/2025	08/29/2025		08/29/2025	129.96	
409 - Black Lumber Co. INC	610655	20-200Ct. box of shop towels	Paid by EFT # 67539		08/19/2025	08/19/2025	08/29/2025		08/29/2025	16.99	
409 - Black Lumber Co. INC	610759	20-1/2" x 10' Rebar for Sidewalk Crew	Paid by EFT # 67539		08/19/2025	08/19/2025	08/29/2025		08/29/2025	31.96	
8658 - Kleindorfer's Hardware LLC	27368	20-Spray Paint for Graffiti Removal (4)	Paid by EFT # 67663		08/19/2025	08/19/2025	08/29/2025		08/29/2025	27.96	
8658 - Kleindorfer's Hardware LLC	39745	20-(2) edger, tape for Concrete crew	Paid by EFT # 67663		08/19/2025	08/19/2025	08/29/2025		08/29/2025	65.46	



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	43536	20-Propane regulator for track wagon #452	Paid by EFT # 67663		08/19/2025	08/19/2025	08/29/2025		08/29/2025	29.99
8658 - Kleindorfer's Hardware LLC	43562	20-(2) bundles of stakes for Paving Crew	Paid by EFT # 67663		08/19/2025	08/19/2025	08/29/2025		08/29/2025	90.00
1743 - The Home City Ice Company	6390255415	20-Ice for crews-117 7lb bags- 07/02/25	Paid by EFT # 67757		08/19/2025	08/19/2025	08/29/2025		08/29/2025	271.23
Account 52420 - Other Supplies Totals								Invoice Transactions	15	\$909.51
Account 53150 - Communications Contract										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	518730	20-Radio Service for Street Vehicles -Aug 2025	Paid by EFT # 67595		08/19/2025	08/19/2025	08/29/2025		08/29/2025	2,321.25
Account 53150 - Communications Contract Totals								Invoice Transactions	1	\$2,321.25
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487800825	06-cell phone chgs 07/12/25-08/11/25-Inv. 287289748780X08192025	Paid by Check # 80467		08/20/2025	08/20/2025	08/20/2025		08/20/2025	240.04
13969 - AT&T Mobility II, LLC	2873273216180825	06-Unlim'td LTE Laptp/Hotsp 7/12-8/11/25-287327321618X08192025	Paid by Check # 80469		08/20/2025	08/20/2025	08/20/2025		08/20/2025	29.24
13969 - AT&T Mobility II, LLC	2873273216180725	06-Unlim'td LTE Laptp/Hotsp-6/12-7/11/25-287327321618X07192025	Paid by Check # 80468		08/20/2025	08/20/2025	08/20/2025		08/20/2025	29.24
1079 - AT&T	849494015-080925	28-CH/off site fac-long distance chgs 08/09/2025-BAN #849494015	Paid by Check # 80464		08/20/2025	08/20/2025	08/20/2025		08/20/2025	3.02
Account 53210 - Telephone Totals								Invoice Transactions	4	\$301.54
Account 53510 - Electrical Services										
223 - Duke Energy	19-08.20.25-FAC	19-Facilities electric billing -06/26/25-08/01/25	Paid by Check # 80477		08/20/2025	08/20/2025	08/20/2025		08/20/2025	1,206.21
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$1,206.21



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2201 - Motor Vehicle Highway											
Department 20 - Street											
Program 200000 - Main											
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	200669-0080725	20-Street Dept-fire hydrant-water/sewer bill-July 2025	Paid by Check # 80471		08/20/2025	08/20/2025	08/20/2025		08/20/2025	47.22	
208 - City Of Bloomington Utilities	13885-0020725	20-Traffic Bldg-water/sewer bill-July 2025	Paid by Check # 80471		08/20/2025	08/20/2025	08/20/2025		08/20/2025	54.95	
208 - City Of Bloomington Utilities	16073-0020725	20-Street Dept-water/sewer bill-July 2025	Paid by Check # 80471		08/20/2025	08/20/2025	08/20/2025		08/20/2025	290.88	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 3	<u>\$393.05</u>
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879634-9081225	20-Traffic bldg - gas bill-7/8-8/6/25	Paid by Check # 80489		08/20/2025	08/20/2025	08/20/2025		08/20/2025	21.29	
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879646-3081225	20-Street Dept-gas bill 7/8-8/6/25	Paid by Check # 80489		08/20/2025	08/20/2025	08/20/2025		08/20/2025	22.41	
									Account 53540 - Natural Gas Totals	Invoice Transactions 2	<u>\$43.70</u>
Account 53920 - Laundry and Other Sanitation Services											
19171 - Vestis Group, INC (FKA Aramark)	4080193500	20-uniform rental (minus payroll ded)-7/30/25	Paid by EFT # 67773		08/19/2025	08/19/2025	08/29/2025		08/29/2025	9.01	
19171 - Vestis Group, INC (FKA Aramark)	4080193501	20-mat/towel service-7/30/25	Paid by EFT # 67773		08/19/2025	08/19/2025	08/29/2025		08/29/2025	42.50	
19171 - Vestis Group, INC (FKA Aramark)	4080194480	20-uniform rental (minus payroll ded)-8/6/25	Paid by EFT # 67773		08/19/2025	08/19/2025	08/29/2025		08/29/2025	9.01	
19171 - Vestis Group, INC (FKA Aramark)	4080194481	20-mat/towel service-8/6/25	Paid by EFT # 67773		08/19/2025	08/19/2025	08/29/2025		08/29/2025	43.63	
19171 - Vestis Group, INC (FKA Aramark)	4080195453	20-uniform rental (minus payroll ded)-8/13/25	Paid by EFT # 67773		08/19/2025	08/19/2025	08/29/2025		08/29/2025	9.01	
19171 - Vestis Group, INC (FKA Aramark)	4080195454	20-mat/towel service-8/13/25	Paid by EFT # 67773		08/19/2025	08/19/2025	08/29/2025		08/29/2025	43.63	
									Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 6	<u>\$156.79</u>
Account 53950 - Landfill											
137 - Good Earth, LLC	22240	20-Debris Disposal Fee (Sidewalks & Brush) 07/29/25	Paid by EFT # 67610		08/19/2025	08/19/2025	08/29/2025		08/29/2025	32.00	
137 - Good Earth, LLC	13171742	20-Debris Disposal Fee (Sidewalks & Brush) 08/07/25	Paid by EFT # 67610		08/19/2025	08/19/2025	08/29/2025		08/29/2025	40.00	



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2201 - Motor Vehicle Highway											
Department 20 - Street											
Program 200000 - Main											
Account 53950 - Landfill											
137 - Good Earth, LLC	13171743	20-Debris Disposal Fee (Sidewalks & Brush) 08/07/25	Paid by EFT # 67610		08/19/2025	08/19/2025	08/29/2025		08/29/2025	40.00	
137 - Good Earth, LLC	13171746	20-Debris Disposal Fee- E. Smith Ave/Dunn St SW- 08/11/25	Paid by EFT # 67610		08/19/2025	08/19/2025	08/29/2025		08/29/2025	32.00	
								Account 53950 - Landfill Totals		Invoice Transactions 4	\$144.00
Account 53990 - Other Services and Charges											
51538 - Economy Termite & Pest Control, INC	68768	20-Quarterly Pest Control Services 08/07/25	Paid by EFT # 67593		08/19/2025	08/19/2025	08/29/2025		08/29/2025	125.00	
17528 - Jason R Hollers (Hollers Welding)	HW2561	20-Repair Stoplight Pole Anchors/Walnut & North Dr	Paid by EFT # 67628		08/19/2025	08/19/2025	08/29/2025		08/29/2025	540.00	
902 - Indiana Underground Plant Protection Service, INC	INV-17601	20-Ticket Fees for Line Locates July 2025	Paid by EFT # 67643		08/19/2025	08/19/2025	08/29/2025		08/29/2025	271.70	
19444 - Jeffery D Todd (Todd Septic Tank Service)	11875	20-Pump salt water collection tanks 07/14/25	Paid by EFT # 67763		08/19/2025	08/19/2025	08/29/2025		08/29/2025	225.00	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 4	\$1,161.70
								Program 200000 - Main Totals		Invoice Transactions 43	\$13,344.74
								Department 20 - Street Totals		Invoice Transactions 43	\$13,344.74
								Fund 2201 - Motor Vehicle Highway Totals		Invoice Transactions 43	\$13,344.74
Fund 2202 - Local Road and Street											
Department 20 - Street											
Program 200000 - Main											
Account 52330 - Street, Alley, and Sewer Material											
9787 - Bloomington Mulch, INC (Bloomington Speedway Mulch)	003362	20-Pulverized Topsoil for Sidewalk Projects	Paid by EFT # 67546		08/19/2025	08/19/2025	08/29/2025		08/29/2025	791.82	
5149 - E&B Paving, INC	30066048	20-Asphalt materials-patching & paving 4th Street 07/30/25	Paid by EFT # 67588		08/19/2025	08/19/2025	08/29/2025		08/29/2025	19,072.13	
5149 - E&B Paving, INC	30066318	20-Asphalt material patching-paving WA & 2nd Streets-8/6-8/7	Paid by EFT # 67588		08/19/2025	08/19/2025	08/29/2025		08/29/2025	20,962.58	
334 - Irving Materials, INC	11589485	20-Concrete materials-ADA Ramp-1006 N Monroe St-7/22/25	Paid by EFT # 67651		08/19/2025	08/19/2025	08/29/2025		08/29/2025	944.00	
334 - Irving Materials, INC	11593011	20-Concrete materials-ADA Ramp-Blair & 13th Ct-7/29/25	Paid by EFT # 67651		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,215.00	



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2202 - Local Road and Street											
Department 20 - Street											
Program 200000 - Main											
Account 52330 - Street , Alley, and Sewer Material											
334 - Irving Materials, INC	11595713	20-Concrete materials- ADA Ramp-Blair & Dyer Rd-8/4/25	Paid by EFT # 67651		08/19/2025	08/19/2025	08/29/2025		08/29/2025	501.25	
334 - Irving Materials, INC	11596401	20-Concrete materials- 2510 E Poplar-8/5/25	Paid by EFT # 67651		08/19/2025	08/19/2025	08/29/2025		08/29/2025	944.00	
334 - Irving Materials, INC	11597119	20-Concrete materials - ADA Ramp-W 14th St & Blair-8/6/25	Paid by EFT # 67651		08/19/2025	08/19/2025	08/29/2025		08/29/2025	774.50	
7516 - Quality Supply & Tool Co INC	326846-00	20-(9) Replacement Brick ADA Ramps	Paid by EFT # 67718		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,118.52	
									Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 9	\$46,323.80
Account 52420 - Other Supplies											
11243 - Core & Main, LP	X318143	20-Detectable Plates for ADA Ramps (Straight & Radius) 7/30/25	Paid by EFT # 67577		08/19/2025	08/19/2025	08/29/2025		08/29/2025	9,023.40	
11243 - Core & Main, LP	X452086	20-Detectable Plates for ADA Ramps (Straight & Radius) 7/30/25	Paid by EFT # 67577		08/19/2025	08/19/2025	08/29/2025		08/29/2025	4,580.00	
11243 - Core & Main, LP	X452130	20-Detectable Plates for ADA Ramps (Straight & Radius) 7/30/25	Paid by EFT # 67577		08/19/2025	08/19/2025	08/29/2025		08/29/2025	3,545.40	
11243 - Core & Main, LP	X474464	20-Detectable Plates for ADA Ramps (Straight & Radius) 8/4/25	Paid by EFT # 67577		08/19/2025	08/19/2025	08/29/2025		08/29/2025	6,045.60	
11243 - Core & Main, LP	X487315	20-Detectable Plates for ADA Ramps (Straight & Radius) 8/5/25	Paid by EFT # 67577		08/19/2025	08/19/2025	08/29/2025		08/29/2025	12,793.51	
4574 - John Deere Financial f.s.b. (Rural King)	310460	20-Milwaukee grease gun, fuel tank, oil dry for Street Cut Crew	Paid by Check # 80501		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,245.40	
4574 - John Deere Financial f.s.b. (Rural King)	216808	20-Credit for Return & Sales Tax on Inv 310460	Paid by Check # 80501		08/19/2025	08/19/2025	08/29/2025		08/29/2025	(113.44)	
786 - Richard's Small Engine, INC	591667	20-Mini Tiller 4 Stroke FG110K1AT & Mix Kit	Paid by EFT # 67724		08/19/2025	08/19/2025	08/29/2025		08/29/2025	502.72	
									Account 52420 - Other Supplies Totals	Invoice Transactions 8	\$37,622.59



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2202 - Local Road and Street											
Department 20 - Street											
Program 200000 - Main											
Account 53520 - Street Lights / Traffic Signals											
223 - Duke Energy	02-TS08.13.25-01	02-Traffic Signals-06/24/25-08/04/25	Paid by Check # 80485		08/20/2025	08/20/2025	08/20/2025	08/20/2025		1,322.02	
223 - Duke Energy	02-TS08.13.25-02	02-Traffic Signals-06/27/25-08/04/25	Paid by Check # 80486		08/20/2025	08/20/2025	08/20/2025	08/20/2025		1,018.08	
223 - Duke Energy	02-TS08.13.25-03	02-Traffic Signals-06/27/25-08/04/25	Paid by Check # 80487		08/20/2025	08/20/2025	08/20/2025	08/20/2025		1,279.41	
223 - Duke Energy	02-TS08.13.25-04	02-Traffic Signals-06/27/25-08/04/25	Paid by Check # 80488		08/20/2025	08/20/2025	08/20/2025	08/20/2025		550.00	
223 - Duke Energy	02-SL08.20.25-01	02-Street Light (Misc Lights)-6/17/25-8/4/25	Paid by Check # 80478		08/20/2025	08/20/2025	08/20/2025	08/20/2025		1,966.47	
223 - Duke Energy	02-SL08.20.25-02	02-Street Light (Misc Lights)-6/20/25-8/1/25	Paid by Check # 80479		08/20/2025	08/20/2025	08/20/2025	08/20/2025		23,674.63	
223 - Duke Energy	02-SL08.20.25-03	02-Street Light (Misc Lights)-6/26/25-8/1/25	Paid by Check # 80480		08/20/2025	08/20/2025	08/20/2025	08/20/2025		7,477.19	
223 - Duke Energy	02-SL08.20.25-04	02-Street Light (Misc Lights)-6/26/25-8/1/25	Paid by Check # 80481		08/20/2025	08/20/2025	08/20/2025	08/20/2025		3,767.06	
223 - Duke Energy	02-SL08.20.25-05	02-Street Light (Misc Lights)-6/26/25-8/1/25	Paid by Check # 80482		08/20/2025	08/20/2025	08/20/2025	08/20/2025		1,000.14	
223 - Duke Energy	02-SL08.20.25-06	02-Street Light (Misc Lights)-6/26/25-8/1/25	Paid by Check # 80483		08/20/2025	08/20/2025	08/20/2025	08/20/2025		1,320.58	
223 - Duke Energy	02-SL08.20.25-07	02-Street Light (Misc Lights)-6/21/25-8/13/25	Paid by Check # 80484		08/20/2025	08/20/2025	08/20/2025	08/20/2025		1,502.11	
								Account 53520 - Street Lights / Traffic Signals Totals		Invoice Transactions 11	\$44,877.69
Account 53990 - Other Services and Charges											
351 - Young Trucking, INC	133097	20-Truck/Trailer Services-Moving Paver/Milling Machine 07/21/25	Paid by Check # 80515		08/19/2025	08/19/2025	08/29/2025	08/29/2025		225.00	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$225.00
								Program 200000 - Main Totals		Invoice Transactions 29	\$129,049.08
								Department 20 - Street Totals		Invoice Transactions 29	\$129,049.08
								Fund 2202 - Local Road and Street Totals		Invoice Transactions 29	\$129,049.08



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2203 - MVH Restricted (subfund of Motor Vehicle Highway)										
Department 20 - Street										
Program 200000 - Main										
Account 54510 - Other Capital Outlays										
319 - HNTB Corporation	0001-91379-CN-01	07 - Winslow Rogers Resurfacing Project (CE) 03/28/25-06/27/25	Paid by EFT # 67626		08/19/2025	08/19/2025	08/29/2025		08/29/2025	23,425.57
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	1	<u>\$23,425.57</u>
							Program 200000 - Main Totals	Invoice Transactions	1	<u>\$23,425.57</u>
							Department 20 - Street Totals	Invoice Transactions	1	<u>\$23,425.57</u>
							Fund 2203 - MVH Restricted (subfund of Motor Vehicle Highway) Totals	Invoice Transactions	1	<u>\$23,425.57</u>
Fund 2207 - Parking Meter										
Department 26 - Parking										
Program 260000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GHY-WXWQ-K4P6	26-storage shelf for parking services lobby	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025		08/29/2025	175.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13GK-JFWK-DVD7	26-brochure holders for enforcement-garage information	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025		08/29/2025	9.99
							Account 52110 - Office Supplies Totals	Invoice Transactions	2	<u>\$185.98</u>
Account 52340 - Other Repairs and Maintenance										
8002 - Safeguard Business Systems, INC	9008280545	26-"No Parking" signs for special events	Paid by EFT # 67733		08/19/2025	08/19/2025	08/29/2025		08/29/2025	4,331.98
							Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions	1	<u>\$4,331.98</u>
Account 53150 - Communications Contract										
4264 - IPS Group, INC	INV113793	26-bank fees and communication fees for July 2025	Paid by EFT # 67650		08/19/2025	08/19/2025	08/29/2025		08/29/2025	9,139.00
							Account 53150 - Communications Contract Totals	Invoice Transactions	1	<u>\$9,139.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487800825	06-cell phone chgs 07/12/25-08/11/25-Inv. 287289748780X08192025	Paid by Check # 80467		08/20/2025	08/20/2025	08/20/2025		08/20/2025	751.04
							Account 53210 - Telephone Totals	Invoice Transactions	1	<u>\$751.04</u>
Account 53640 - Hardware and Software Maintenance										
54432 - T2 Systems, INC	R021037	26-ROVR bmv hits for owner info parking tickets-July 2025	Paid by EFT # 67752		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,641.90
							Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions	1	<u>\$1,641.90</u>



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2207 - Parking Meter											
Department 26 - Parking											
Program 260000 - Main											
Account 53830 - Bank Charges											
4264 - IPS Group, INC	INV113793	26-bank fees and communication fees for July 2025	Paid by EFT # 67650		08/19/2025	08/19/2025	08/29/2025		08/29/2025	4,355.65	
									Account 53830 - Bank Charges Totals	Invoice Transactions 1	<u>4,355.65</u>
Account 53990 - Other Services and Charges											
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-62545	26-sign and post install in lot 1 - 4th and Dunn	Paid by EFT # 67725		08/19/2025	08/19/2025	08/29/2025		08/29/2025	957.18	
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-62614	26-sign and post removal-200 N Madison	Paid by EFT # 67725		08/19/2025	08/19/2025	08/29/2025		08/29/2025	135.00	
6688 - SSW Enterprises, LLC (Office Pride)	Inv-272148	26-Parking Services office cleaning 07/30/25	Paid by EFT # 67747		08/19/2025	08/19/2025	08/29/2025		08/29/2025	309.60	
4443 - The Sherwin Williams Company	0035-4	26-ADA curb painting 12th St Monroe to Indiana	Paid by EFT # 67758		08/19/2025	08/19/2025	08/29/2025		08/29/2025	56.41	
19278 - Milestone Contractors, LP	MILEENG24DW TN-6	20-ENG 2024 Downtown Maint. Proj- 5/01-7/22/25-App 6	Paid by EFT # 67684		08/19/2025	08/19/2025	08/29/2025		08/29/2025	9,758.64	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 5	<u>\$11,216.83</u>
Account 54310 - Improvements Other Than Building											
7402 - Nature's Way, INC	1146	02-Downtown Planters Landscape Maint- June 2025	Paid by EFT # 67695		08/19/2025	08/19/2025	08/29/2025		08/29/2025	6,481.00	
7402 - Nature's Way, INC	1468	02-Downtown Planters Landscape Maint- July 2025	Paid by EFT # 67695		08/19/2025	08/19/2025	08/29/2025		08/29/2025	6,481.00	
									Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 2	<u>\$12,962.00</u>
									Program 260000 - Main Totals	Invoice Transactions 14	<u>\$44,584.38</u>
									Department 26 - Parking Totals	Invoice Transactions 14	<u>\$44,584.38</u>
									Fund 2207 - Parking Meter Totals	Invoice Transactions 14	<u>\$44,584.38</u>
Fund 2209 - LIT – Economic Development											
Department 04 - Economic & Sustainable Dev											
Program 040000 - Main											
Account 53960 - Grants											
8448 - TEN31 Marketing LLC	3145	04-Marketing Services for Go Bloomington July & Aug 2025	Paid by EFT # 67754		08/19/2025	08/19/2025	08/29/2025		08/29/2025	7,038.50	



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2209 - LIT – Economic Development											
Department 04 - Economic & Sustainable Dev											
Program 040000 - Main											
Account 53960 - Grants											
8550 - Veregy IN, LLC	8274	04-Maintenance & Repairs to Solar Panels- Year 3 08/01/25	Paid by EFT # 67772		08/19/2025	08/19/2025	08/29/2025		08/29/2025	9,200.00	
									Account 53960 - Grants Totals	Invoice Transactions 2	<u>\$16,238.50</u>
Account 53990 - Other Services and Charges											
539 - Price Electric, INC	40449	04-Light Fixtures Replacements Bryan Park Tennis Ct-6/17 & 6/18	Paid by EFT # 67716		08/19/2025	08/19/2025	08/29/2025		08/29/2025	4,950.00	
539 - Price Electric, INC	40450	04-Light Controls Bryan Park Tennis Courts 07/07/25	Paid by EFT # 67716		08/19/2025	08/19/2025	08/29/2025		08/29/2025	3,880.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$8,830.00</u>
									Program 040000 - Main Totals	Invoice Transactions 4	<u>\$25,068.50</u>
									Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions 4	<u>\$25,068.50</u>
Department 06 - Controller's Office											
Program 060000 - Main											
Account 53170 - Mgt. Fee, Consultants, and Workshops											
330 - Ice Miller, LLP	01-2531088	06-Federal Government Affairs - Lobbying-June 2025	Paid by EFT # 67635		08/19/2025	08/19/2025	08/29/2025		08/29/2025	10,000.00	
330 - Ice Miller, LLP	01-2531089	06-State Government Affairs - Lobbying through June 2025	Paid by EFT # 67635		08/19/2025	08/19/2025	08/29/2025		08/29/2025	7,500.00	
									Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 2	<u>\$17,500.00</u>
Account 53990 - Other Services and Charges											
5648 - Reedy Financial Group, PC	12810	06-Utility Consulting/Water Utility - 7/31/25	Paid by EFT # 67720		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,000.45	
5648 - Reedy Financial Group, PC	12807	06- Financial Plan Consulting/Planning- 7/31/25	Paid by EFT # 67720		08/19/2025	08/19/2025	08/29/2025		08/29/2025	3,414.30	
5648 - Reedy Financial Group, PC	12811	06-Admin/TIF Financial Consulting/TIF Econ Dev -7/31/25	Paid by EFT # 67720		08/19/2025	08/19/2025	08/29/2025		08/29/2025	15,712.20	



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2209 - LIT – Economic Development										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53990 - Other Services and Charges										
5648 - Reedy Financial Group, PC	12809	06-Utility Consulting/Sewer Utility - 7/31/25	Paid by EFT # 67720		08/19/2025	08/19/2025	08/29/2025		08/29/2025	886.50
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 4		<u>\$21,013.45</u>
							Program 060000 - Main Totals	Invoice Transactions 6		<u>\$38,513.45</u>
							Department 06 - Controller's Office Totals	Invoice Transactions 6		<u>\$38,513.45</u>
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53990 - Other Services and Charges										
3980 - Robert Wyatt Thrasher III (Thrasher Landscape, INC)	113355	19-SA-landscaping around City Hall west side parking lot-8/6	Paid by EFT # 67762		08/19/2025	08/19/2025	08/29/2025		08/29/2025	7,312.50
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$7,312.50</u>
							Program 190000 - Main Totals	Invoice Transactions 1		<u>\$7,312.50</u>
							Department 19 - Facilities Maintenance Totals	Invoice Transactions 1		<u>\$7,312.50</u>
Department 28 - ITS										
Program 280000 - Main										
Account 54420 - Purchase of Equipment										
8437 - AVI Systems, INC	1335978	28 - Chamber Video Wall Replacement	Paid by EFT # 67529		08/19/2025	08/19/2025	08/29/2025		08/29/2025	49,407.97
6728 - Precision Quality Contracting, LLC	INCOB250944	28-Switchyard Cable Re-Run-install 2 CAT6 cables/terminate	Paid by EFT # 67713		08/19/2025	08/19/2025	08/29/2025		08/29/2025	3,465.00
							Account 54420 - Purchase of Equipment Totals	Invoice Transactions 2		<u>\$52,872.97</u>
							Program 280000 - Main Totals	Invoice Transactions 2		<u>\$52,872.97</u>
							Department 28 - ITS Totals	Invoice Transactions 2		<u>\$52,872.97</u>
							Fund 2209 - LIT – Economic Development Totals	Invoice Transactions 13		<u>\$123,767.42</u>



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
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	742479	01-Exam and bloodwork-Sugar	Paid by EFT # 67542		08/19/2025	08/19/2025	08/29/2025		08/29/2025	58.56
							Account 53130 - Medical Totals	Invoice Transactions 1		<u>\$58.56</u>
							Program 400101 - Animal Medical Services Totals	Invoice Transactions 1		<u>\$58.56</u>
							Department 06 - Controller's Office Totals	Invoice Transactions 1		<u>\$58.56</u>
							Fund 2300 - Donations (restricted; not used for capital items) Totals	Invoice Transactions 1		<u>\$58.56</u>
Fund 2407 - Grants Non Approp										
Department 20 - Street										
Program G24036 - 8.0 Training Grant (CDL B)										
Account 53990 - Other Services and Charges										
1481 - Ivy Tech Community College of Indiana	N1102510007	20-CDL License Training - McNeely-April 2025	Paid by EFT # 67652		08/19/2025	08/19/2025	08/29/2025		08/29/2025	3,995.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$3,995.00</u>
							Program G24036 - 8.0 Training Grant (CDL B) Totals	Invoice Transactions 1		<u>\$3,995.00</u>
							Department 20 - Street Totals	Invoice Transactions 1		<u>\$3,995.00</u>
							Fund 2407 - Grants Non Approp Totals	Invoice Transactions 1		<u>\$3,995.00</u>
Fund 2506 - Community Services										
Department 09 - CFRD										
Program 090014 - Latino Programs										
Account 52420 - Other Supplies										
8002 - Safeguard Business Systems, INC	9008529643	09-Fiesta del Otono Logo Magnets-Merch for Fiesta 2025	Paid by EFT # 67733		08/19/2025	08/19/2025	08/29/2025		08/29/2025	71.70
							Account 52420 - Other Supplies Totals	Invoice Transactions 1		<u>\$71.70</u>
							Program 090014 - Latino Programs Totals	Invoice Transactions 1		<u>\$71.70</u>
							Department 09 - CFRD Totals	Invoice Transactions 1		<u>\$71.70</u>
							Fund 2506 - Community Services Totals	Invoice Transactions 1		<u>\$71.70</u>
Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1X6W-MVGM-7NMH	28-(5) 60W Gigabit PoE ++Injector	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025		08/29/2025	87.11
							Account 52420 - Other Supplies Totals	Invoice Transactions 1		<u>\$87.11</u>
Account 53640 - Hardware and Software Maintenance										
902 - Indiana Underground Plant Protection Service, INC	INV-17603	28-BDU 811 Line Location Service July 2025	Paid by EFT # 67643		08/19/2025	08/19/2025	08/29/2025		08/29/2025	270.75



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53640 - Hardware and Software Maintenance										
13482 - Northern Lights Locating & Inspection, INC	19515	28-BDU Line Locates & Emerg Call Fees July 2025	Paid by EFT # 67698		08/19/2025	08/19/2025	08/29/2025		08/29/2025	4,100.00
								Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 2	<u>\$4,370.75</u>
Account 53650 - Other Repairs										
356 - Snedegar Construction, INC	81026	28-Line Break Repairs at 4th St Garage 7/17/25	Paid by EFT # 67743		08/19/2025	08/19/2025	08/29/2025		08/29/2025	3,816.00
								Account 53650 - Other Repairs Totals	Invoice Transactions 1	<u>\$3,816.00</u>
Account 53750 - Rentals - Other										
203 - INDIANA UNIVERSITY	95962599	25 - IU Data Center 06/01/25-06/30/25	Paid by Check # 80499		08/19/2025	08/19/2025	08/29/2025		08/29/2025	820.00
203 - INDIANA UNIVERSITY	96283652	25 - IU Data Center 08/01/25-08/31/25	Paid by Check # 80499		08/19/2025	08/19/2025	08/29/2025		08/29/2025	860.00
								Account 53750 - Rentals - Other Totals	Invoice Transactions 2	<u>\$1,680.00</u>
								Program 254000 - Infrastructure Totals	Invoice Transactions 6	<u>\$9,953.86</u>
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	1190176353080825	28-3940 N Kinser Pike-business serv/equip chgs-08/21/25-09/20/25	Paid by Check # 80473		08/20/2025	08/20/2025	08/20/2025		08/20/2025	169.98
4170 - Comcast Cable Communications, INC	1190988955081325	25 - Internet - 627 N Morton - 08/17/25-09/16/25	Paid by Check # 80475		08/20/2025	08/20/2025	08/20/2025		08/20/2025	278.40
								Account 53150 - Communications Contract Totals	Invoice Transactions 2	<u>\$448.38</u>
Account 54450 - Equipment										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1X6W-MVGM-7NMH	28-(5) 60W Gigabit PoE ++Injector	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025		08/29/2025	82.84
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KX7-P7G7-6VMQ	28 - Amazon - Square Terminal (credit coming)	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025		08/29/2025	267.77
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17KL-4PGN-77DY	28 - Amazon - Square Terminal - Credit	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025		08/29/2025	(267.77)
53442 - Paragon Micro, INC	S5221193	28-(2) Dell RAM for ITS	Paid by EFT # 67706		08/19/2025	08/19/2025	08/29/2025		08/29/2025	459.98
								Account 54450 - Equipment Totals	Invoice Transactions 4	<u>\$542.82</u>
								Program 256000 - Services Totals	Invoice Transactions 6	<u>\$991.20</u>
								Department 25 - Telecommunications Totals	Invoice Transactions 12	<u>\$10,945.06</u>
								Fund 2512 - Non-Reverting Telecom (S1146) Totals	Invoice Transactions 12	<u>\$10,945.06</u>



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2516 - Non-Reverting Improve I(S0113)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 47080 - Other Reimbursements										
8997 - Audrey Brittingham	AIM-06.2025	10-Reimb mileage-AIM- Noblesville-6/26 & 6/27/25	Paid by EFT # 67553		08/19/2025	08/19/2025	08/29/2025		08/29/2025	159.60
							Account 47080 - Other Reimbursements Totals		Invoice Transactions 1	<u>\$159.60</u>
							Program 060000 - Main Totals		Invoice Transactions 1	<u>\$159.60</u>
							Department 06 - Controller's Office Totals		Invoice Transactions 1	<u>\$159.60</u>
							Fund 2516 - Non-Reverting Improve I(S0113) Totals		Invoice Transactions 1	<u>\$159.60</u>
Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 52210 - Institutional Supplies										
5099 - Office Three Sixty, INC	3226893B1	26- stainless steel cleaner for all garages	Paid by EFT # 67701		08/19/2025	08/19/2025	08/29/2025		08/29/2025	46.09
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 1	<u>\$46.09</u>
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	27212	26- case of orange marking paint	Paid by EFT # 67663		08/19/2025	08/19/2025	08/29/2025		08/29/2025	64.80
5099 - Office Three Sixty, INC	3226893	26- rubber mats for trades office, simple green, and tile clean	Paid by EFT # 67701		08/19/2025	08/19/2025	08/29/2025		08/29/2025	176.56
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 2	<u>\$241.36</u>
Account 52340 - Other Repairs and Maintenance										
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-61922	26- elevator out of order date stickers for Windmasters	Paid by EFT # 67725		08/19/2025	08/19/2025	08/29/2025		08/29/2025	50.00
							Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1	<u>\$50.00</u>
Account 52420 - Other Supplies										
3397 - Evens Time, INC	92423	26- 400 new prox cards-monthly customers for all garages	Paid by EFT # 67598		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,039.52
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$1,039.52</u>
Account 52430 - Uniforms and Tools										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19TR-LCHL-7KDC	26- impact drill set, flat head shovel, sensor cleaner	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025		08/29/2025	240.95
4574 - John Deere Financial f.s.b. (Rural King)	369930	26- striping ADA paint square point shovel impact drill set	Paid by Check # 80501		08/19/2025	08/19/2025	08/29/2025		08/29/2025	239.96



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2520 - Parking Facilities(S9502)											
Department 26 - Parking											
Program 260000 - Main											
Account 52430 - Uniforms and Tools											
8658 - Kleindorfer's Hardware LLC	43449	26-duct tape and spray adhesive for Trades parking office	Paid by EFT # 67663		08/19/2025	08/19/2025	08/29/2025		08/29/2025	38.96	
									Account 52430 - Uniforms and Tools Totals	Invoice Transactions 3	<u>\$519.87</u>
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872897487800825	06-cell phone chgs 07/12/25-08/11/25-Inv. 287289748780X08192025	Paid by Check # 80467		08/20/2025	08/20/2025	08/20/2025		08/20/2025	250.56	
13969 - AT&T Mobility II, LLC	2873273216180825	06-Unlim'td LTE Laptp/Hotsp 7/12-8/11/25-287327321618X08192025	Paid by Check # 80469		08/20/2025	08/20/2025	08/20/2025		08/20/2025	58.48	
13969 - AT&T Mobility II, LLC	2873273216180725	06-Unlim'td LTE Laptp/Hotsp-6/12-7/11/25-287327321618X07192025	Paid by Check # 80468		08/20/2025	08/20/2025	08/20/2025		08/20/2025	58.48	
									Account 53210 - Telephone Totals	Invoice Transactions 3	<u>\$367.52</u>
Account 53510 - Electrical Services											
223 - Duke Energy	9101205764480725	26-4th St Garage-105 W. 4th St-elec bill 6/26-7/28/25	Paid by Check # 80476		08/20/2025	08/20/2025	08/20/2025		08/20/2025	889.62	
223 - Duke Energy	9101229243210825	26-Convention Ctr Pkg Lights-320 S. College-elec chgs 7/2-8/1/25	Paid by Check # 80476		08/20/2025	08/20/2025	08/20/2025		08/20/2025	200.40	
223 - Duke Energy	9101231149230825	26-Walnut St Garage-300 N Walnut-elec chgs 07/02/25-08/01/25	Paid by Check # 80476		08/20/2025	08/20/2025	08/20/2025		08/20/2025	1,039.49	
									Account 53510 - Electrical Services Totals	Invoice Transactions 3	<u>\$2,129.51</u>
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	17195-0040725	26-4th St Garage-105 W. 4th St-water/sewer bill-July 2025	Paid by Check # 80471		08/20/2025	08/20/2025	08/20/2025		08/20/2025	159.65	
208 - City Of Bloomington Utilities	59613-0010725	26-Trades Garage-489 W. 10th Street water/sewer - July 2025	Paid by Check # 80471		08/20/2025	08/20/2025	08/20/2025		08/20/2025	165.03	



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	44482-004 0625	26-Morton St Garage-water/sewer bill-June 2025	Paid by Check # 80471		08/20/2025	08/20/2025	08/20/2025		08/20/2025	61.54
208 - City Of Bloomington Utilities	44482-004 0725	26-Morton St Garage-water/sewer bill-July 2025	Paid by Check # 80471		08/20/2025	08/20/2025	08/20/2025		08/20/2025	57.56
								Account 53530 - Water and Sewer Totals	Invoice Transactions 4	<u>\$443.78</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888919-3080725	26-Trades Garage-489 W. 10th St-gas bill 07/02/25-08/01/25	Paid by Check # 80489		08/20/2025	08/20/2025	08/20/2025		08/20/2025	48.77
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$48.77</u>
Account 53610 - Building Repairs										
393 - Kone INC	871758271	26-Walnut St garage elevator maintenance 08/01/25-08/31/25	Paid by EFT # 67665		08/19/2025	08/19/2025	08/29/2025		08/29/2025	242.06
393 - Kone INC	871758276	26-4th St garage elevator maintenance 08/01/25-08/31/25	Paid by EFT # 67665		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,063.28
393 - Kone INC	871758275	26-Trades District garage elevator maintenance 08/01/25-08/31/25	Paid by EFT # 67665		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,063.28
392 - Koorsen Fire & Security, INC	IN01007888	26-4th St garage elevator cell monitoring 08/01/25-10/31/25	Paid by EFT # 67666		08/19/2025	08/19/2025	08/29/2025		08/29/2025	120.00
392 - Koorsen Fire & Security, INC	IN00958939	26-4th St garage quarterly fire alarm monitoring 06/01-08/31/25	Paid by EFT # 67666		08/19/2025	08/19/2025	08/29/2025		08/29/2025	150.00
392 - Koorsen Fire & Security, INC	IN00935481	26-Morton St garage fire alarm monitoring 05/01/25-07/31/25	Paid by EFT # 67666		08/19/2025	08/19/2025	08/29/2025		08/29/2025	150.00
392 - Koorsen Fire & Security, INC	IN00922635	26-Trades-annual backflow, fire alarm, sprinkler test 04/16/25	Paid by EFT # 67666		08/19/2025	08/19/2025	08/29/2025		08/29/2025	846.20
392 - Koorsen Fire & Security, INC	IN01007889	26- Trades District garage cell fire monitoring 8/01/25-10/31/25	Paid by EFT # 67666		08/19/2025	08/19/2025	08/29/2025		08/29/2025	150.00



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN01007463	26- Morton St garage quarterly fire monitoring -8/1-10/31/25	Paid by EFT # 67666		08/19/2025	08/19/2025	08/29/2025		08/29/2025	150.00
5239 - Mother Nature Landscaping, INC (Turf N'Tree MD)	12388	26-weeding all 4th St garage flower beds 07/22/25	Paid by Check # 80505		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,200.00
								Account 53610 - Building Repairs Totals	Invoice Transactions 10	\$5,134.82
Account 53640 - Hardware and Software Maintenance										
9313 - Windcave INC	2941737	26-credit card software subscription-garage equipment-July 2025	Paid by EFT # 67788		08/19/2025	08/19/2025	08/29/2025		08/29/2025	790.00
9313 - Windcave INC	2916095	26-credit card software subscription-garage equipment-June 2025	Paid by EFT # 67788		08/19/2025	08/19/2025	08/29/2025		08/29/2025	872.17
								Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 2	\$1,662.17
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-272148	26-Parking Services office cleaning 07/30/25	Paid by EFT # 67747		08/19/2025	08/19/2025	08/29/2025		08/29/2025	100.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$100.00
								Program 260000 - Main Totals	Invoice Transactions 32	\$11,783.41
								Department 26 - Parking Totals	Invoice Transactions 32	\$11,783.41
								Fund 2520 - Parking Facilities(S9502) Totals	Invoice Transactions 32	\$11,783.41
Fund 2521 - Alternative Transport(S6301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 43170.0005 - Residential Neighborhood Permits Zone # 5										
Clark Bayer	BAYER-081225	26-Sold Zone 5 permit in error	Paid by Check # 80516		08/19/2025	08/19/2025	08/29/2025		08/29/2025	52.00
								Account 43170.0005 - Residential Neighborhood Permits Zone # 5 Totals	Invoice Transactions 1	\$52.00
								Program 020000 - Main Totals	Invoice Transactions 1	\$52.00
								Department 02 - Public Works Totals	Invoice Transactions 1	\$52.00
Department 05 - Common Council										
Program 050000 - Main										
Account 54310 - Improvements Other Than Building										
10 - Bledsoe Riggert Cooper & James INC	31578	07 - Jefferson St Sidewalk (8th to 10th) PE 65% complete 7/31/25	Paid by EFT # 67540		08/19/2025	08/19/2025	08/29/2025		08/29/2025	10,794.00



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2521 - Alternative Transport(S6301)										
Department 05 - Common Council										
Program 050000 - Main										
Account 54310 - Improvements Other Than Building										
9566 - S&J Excavation and Concrete	S&JDUNN17TH-APP1	07-Dunn St Sidewalk Connection (CN) 02/14/25-07/31/25-App 1	Paid by EFT # 67731		08/19/2025	08/19/2025	08/29/2025		08/29/2025	132,642.05
							Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 2		<u>\$143,436.05</u>
							Program 050000 - Main Totals	Invoice Transactions 2		<u>\$143,436.05</u>
							Department 05 - Common Council Totals	Invoice Transactions 2		<u>\$143,436.05</u>
Department 07 - Engineering										
Program 070000 - Main										
Account 53110 - Engineering and Architectural										
5409 - VS Engineering, INC	536410	07-Crosswalk Ph2 (PE) through 03/31/25	Paid by EFT # 67778		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,071.30
5409 - VS Engineering, INC	536411	07-Crosswalk Ph2 (PE)- through 06/30/25	Paid by EFT # 67778		08/19/2025	08/19/2025	08/29/2025		08/29/2025	10,200.00
							Account 53110 - Engineering and Architectural Totals	Invoice Transactions 2		<u>\$11,271.30</u>
							Program 070000 - Main Totals	Invoice Transactions 2		<u>\$11,271.30</u>
							Department 07 - Engineering Totals	Invoice Transactions 2		<u>\$11,271.30</u>
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487800825	06-cell phone chgs 07/12/25-08/11/25-Inv. 287289748780X08192025	Paid by Check # 80467		08/20/2025	08/20/2025	08/20/2025		08/20/2025	219.00
1079 - AT&T	849494015-080925	28-CH/off site fac-long distance chgs 08/09/2025-BAN #849494015	Paid by Check # 80464		08/20/2025	08/20/2025	08/20/2025		08/20/2025	.46
							Account 53210 - Telephone Totals	Invoice Transactions 2		<u>\$219.46</u>
Account 53990 - Other Services and Charges										
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-62210	26-sign & post replacment-multiple neighborhood zones	Paid by EFT # 67725		08/19/2025	08/19/2025	08/29/2025		08/29/2025	5,379.64



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2521 - Alternative Transport(S6301)										
Department 26 - Parking										
Program 260000 - Main										
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-272148	26-Parking Services office cleaning 07/30/25	Paid by EFT # 67747		08/19/2025	08/19/2025	08/29/2025		08/29/2025	77.40
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 2		<u>\$5,457.04</u>
							Program 260000 - Main Totals	Invoice Transactions 4		<u>\$5,676.50</u>
							Department 26 - Parking Totals	Invoice Transactions 4		<u>\$5,676.50</u>
							Fund 2521 - Alternative Transport(S6301) Totals	Invoice Transactions 9		<u>\$160,435.85</u>
Fund 4401 - Cumulative Capital Improvement - Cigarette Tax										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
334 - Irving Materials, INC	11595713	20-Concrete materials- ADA Ramp-Blair & Dyer Rd-8/4/25	Paid by EFT # 67651		08/19/2025	08/19/2025	08/29/2025		08/29/2025	351.75
							Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 1		<u>\$351.75</u>
							Program 020000 - Main Totals	Invoice Transactions 1		<u>\$351.75</u>
							Department 02 - Public Works Totals	Invoice Transactions 1		<u>\$351.75</u>
							Fund 4401 - Cumulative Capital Improvement - Cigarette Tax Totals	Invoice Transactions 1		<u>\$351.75</u>
Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
5149 - E&B Paving, INC	30066048	20-Asphalt materials-patching & paving 4th Street 07/30/25	Paid by EFT # 67588		08/19/2025	08/19/2025	08/29/2025		08/29/2025	188.02
5149 - E&B Paving, INC	30064393	20-Tac Oil for Paving-Laura's Way-6/04/25	Paid by EFT # 67588		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,411.75
5149 - E&B Paving, INC	30065013	20-Tac Oil for Paving - Bradshire Dr-6/26/25	Paid by EFT # 67588		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,529.40
5149 - E&B Paving, INC	30065936	20-Asphalt materials for paving Roosevelt St 7/28/25	Paid by EFT # 67588		08/19/2025	08/19/2025	08/29/2025		08/29/2025	18,091.58
5149 - E&B Paving, INC	30066141	20-Asphalt materials for paving Clark St/Roosevelt 7/31/25	Paid by EFT # 67588		08/19/2025	08/19/2025	08/29/2025		08/29/2025	10,182.83



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
5149 - E&B Paving, INC	30066151	20-Asphalt materials for paving 4th St 08/04/25	Paid by EFT # 67588		08/19/2025	08/19/2025	08/29/2025		08/29/2025	4,207.25
5149 - E&B Paving, INC	30066317	20-Asphalt for patching 08/05/25	Paid by EFT # 67588		08/19/2025	08/19/2025	08/29/2025		08/29/2025	380.80
5149 - E&B Paving, INC	30066318	20-Asphalt material patching-paving WA & 2nd Streets-8/6-8/7	Paid by EFT # 67588		08/19/2025	08/19/2025	08/29/2025		08/29/2025	7,219.01
5149 - E&B Paving, INC	30066387	20-Asphalt for patching 08/11/25	Paid by EFT # 67588		08/19/2025	08/19/2025	08/29/2025		08/29/2025	179.69
5149 - E&B Paving, INC	30066426	20-Asphalt for patching 08/12/25	Paid by EFT # 67588		08/19/2025	08/19/2025	08/29/2025		08/29/2025	185.64
							Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 10		<u>\$43,575.97</u>
							Program 020000 - Main Totals	Invoice Transactions 10		<u>\$43,575.97</u>
							Department 02 - Public Works Totals	Invoice Transactions 10		<u>\$43,575.97</u>
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
9733 - Keramida Environmental INC (Keramida, INC)	140571R	07-B-Line Environmental Soil Testing-8/07/25-Eng Portion	Paid by EFT # 67662		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,940.00
9519 - Resolution Group INC	9950	07 - Crosswalks PH II, CE through 07/26/25	Paid by EFT # 67723		08/19/2025	08/19/2025	08/29/2025		08/29/2025	17,823.07
							Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 2		<u>\$19,763.07</u>
							Program 070000 - Main Totals	Invoice Transactions 2		<u>\$19,763.07</u>
							Department 07 - Engineering Totals	Invoice Transactions 2		<u>\$19,763.07</u>
							Fund 4402 - Cumulative Capital Development Totals	Invoice Transactions 12		<u>\$63,339.04</u>
Fund 4666 - GO Bonds 2022										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 54510 - Other Capital Outlays										
16 - Butler, Fairman & Seufert, INC	109074	07-High Street Multiuse Path and Intersections 06/01/25-06/30/25	Paid by EFT # 67559		08/19/2025	08/19/2025	08/29/2025		08/29/2025	65,225.49



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4666 - GO Bonds 2022										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 54510 - Other Capital Outlays										
16 - Butler, Fairman & Seufert, INC	109103	07-High Street Multiuse Path and Intersec, RW 10/01/24-06/30/25	Paid by EFT # 67559		08/19/2025	08/19/2025	08/29/2025		08/29/2025	14,178.13
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions 2		<u>\$79,403.62</u>
							Program 060000 - Main Totals	Invoice Transactions 2		<u>\$79,403.62</u>
							Department 06 - Controller's Office Totals	Invoice Transactions 2		<u>\$79,403.62</u>
							Fund 4666 - GO Bonds 2022 Totals	Invoice Transactions 2		<u>\$79,403.62</u>
Fund 4667 - Econ Dev LIT Bonds of 2022										
Department 06 - Controller's Office										
Program 08FIR3 - Fire Station 3										
Account 54510 - Other Capital Outlays										
6985 - Martin Riley, INC	9847	08-Construction Admin/Grilly mileage- FS#3-8/14/25	Paid by EFT # 67678		08/19/2025	08/19/2025	08/29/2025		08/29/2025	5,471.04
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1		<u>\$5,471.04</u>
							Program 08FIR3 - Fire Station 3 Totals	Invoice Transactions 1		<u>\$5,471.04</u>
							Department 06 - Controller's Office Totals	Invoice Transactions 1		<u>\$5,471.04</u>
							Fund 4667 - Econ Dev LIT Bonds of 2022 Totals	Invoice Transactions 1		<u>\$5,471.04</u>
Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 52420 - Other Supplies										
7076 - Beaver Research Company	0386931-IN	16-Foaming Degreaser for the trucks-55 1 gallon containers	Paid by EFT # 67537		08/19/2025	08/19/2025	08/29/2025		08/29/2025	576.95
							Account 52420 - Other Supplies Totals	Invoice Transactions 1		<u>\$576.95</u>
Account 52430 - Uniforms and Tools										
793 - Indiana Safety Company, INC	0331994-IN	16-Gloves for employees	Paid by EFT # 67642		08/19/2025	08/19/2025	08/29/2025		08/29/2025	238.45
							Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1		<u>\$238.45</u>
Account 53150 - Communications Contract										
5465 - Emergency Radio Service LLC (ERS- OCI Wireless)	518731	16-Monthly billing for Radio Service - August 2025	Paid by EFT # 67595		08/19/2025	08/19/2025	08/29/2025		08/29/2025	706.05
							Account 53150 - Communications Contract Totals	Invoice Transactions 1		<u>\$706.05</u>



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 6604 - Sanitation											
Department 16 - Sanitation											
Program 160000 - Main											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2873273216180825	06-Unlim'td LTE Laptp/Hotsp 7/12-8/11/25-287327321618X08192025	Paid by Check # 80469		08/20/2025	08/20/2025	08/20/2025		08/20/2025	29.24	
13969 - AT&T Mobility II, LLC	2873273216180725	06-Unlim'td LTE Laptp/Hotsp-6/12-7/11/25-287327321618X07192025	Paid by Check # 80468		08/20/2025	08/20/2025	08/20/2025		08/20/2025	29.24	
1079 - AT&T	849494015-080925	28-CH/off site fac-long distance chgs 08/09/2025-BAN #849494015	Paid by Check # 80464		08/20/2025	08/20/2025	08/20/2025		08/20/2025	.18	
									Account 53210 - Telephone Totals	Invoice Transactions 3	\$58.66
Account 53240 - Freight / Other											
7076 - Beaver Research Company	0386931-IN	16-Foaming Degreaser for the trucks-55 1 gallon containers	Paid by EFT # 67537		08/19/2025	08/19/2025	08/29/2025		08/29/2025	137.55	
793 - Indiana Safety Company, INC	0331994-IN	16-Gloves for employees	Paid by EFT # 67642		08/19/2025	08/19/2025	08/29/2025		08/29/2025	31.66	
									Account 53240 - Freight / Other Totals	Invoice Transactions 2	\$169.21
Account 53510 - Electrical Services											
223 - Duke Energy	19-08.20.25-FAC	19-Facilities electric billing -06/26/25-08/01/25	Paid by Check # 80477		08/20/2025	08/20/2025	08/20/2025		08/20/2025	28.85	
									Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$28.85
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	35661-0020725	16-Sanitation-water/sewer bill-July 2025	Paid by Check # 80471		08/20/2025	08/20/2025	08/20/2025		08/20/2025	171.53	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 1	\$171.53
Account 53920 - Laundry and Other Sanitation Services											
19171 - Vestis Group, INC (FKA Aramark)	4080194483	16-uniform rental (minus payroll ded)-08/06/2025	Paid by EFT # 67773		08/19/2025	08/19/2025	08/29/2025		08/29/2025	6.48	
19171 - Vestis Group, INC (FKA Aramark)	4080185590	16-Mat Services - 06/04/2025	Paid by EFT # 67773		08/19/2025	08/19/2025	08/29/2025		08/29/2025	18.49	
19171 - Vestis Group, INC (FKA Aramark)	4080194484	16-Mat Services - 08/06/2025	Paid by EFT # 67773		08/19/2025	08/19/2025	08/29/2025		08/29/2025	29.68	
									Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 3	\$54.65



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 6604 - Sanitation											
Department 16 - Sanitation											
Program 160000 - Main											
Account 53950 - Landfill											
52226 - Hoosier Transfer Station-3140	3140-000024521	16-trash disposal fees-7/16-7/31/25	Paid by EFT # 67631		08/19/2025	08/19/2025	08/29/2025		08/29/2025	17,286.38	
52226 - Hoosier Transfer Station-3140	3140-000024529	16-recycling fees-7/16-7/31/2025	Paid by EFT # 67631		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,123.90	
								Account 53950 - Landfill Totals		Invoice Transactions 2	<u>\$18,410.28</u>
Account 53990 - Other Services and Charges											
321 - Harrell Fish, INC (HFI)	C019113	16-Quarterly PM Service - 7/24/25	Paid by EFT # 67620		08/19/2025	08/19/2025	08/29/2025		08/29/2025	362.14	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$362.14</u>
								Program 160000 - Main Totals		Invoice Transactions 16	<u>\$20,776.77</u>
								Department 16 - Sanitation Totals		Invoice Transactions 16	<u>\$20,776.77</u>
								Fund 6604 - Sanitation Totals		Invoice Transactions 16	<u>\$20,776.77</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	August 2025	12-LINA-August 2025-Bill Reference #103094_08/04/2025	Paid by EFT # 67671		08/19/2025	08/19/2025	08/29/2025		08/29/2025	4,186.50	
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	9859	12-Near-Site Employer Clinic support - August 2025	Paid by EFT # 67673		08/19/2025	08/19/2025	08/29/2025		08/29/2025	2,600.00	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$6,786.50</u>
Account 53990.1201 - Other Services and Charges Health Insurance											
9375 - WEX Health INC (Chard, Snyder & Associates)	081825Well	12 - August 2025 Wellness Reimbursements	Paid by EFT # 67511		08/19/2025	08/19/2025	08/19/2025		08/19/2025	1,020.00	
								Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice Transactions 1	<u>\$1,020.00</u>
Account 53990.1278 - Other Services and Charges Disability LTD											
18539 - Life Insurance Company Of North America	August 2025	12-LINA-August 2025-Bill Reference #103094_08/04/2025	Paid by EFT # 67671		08/19/2025	08/19/2025	08/29/2025		08/29/2025	13,851.67	
								Account 53990.1278 - Other Services and Charges Disability LTD Totals		Invoice Transactions 1	<u>\$13,851.67</u>
								Program 120000 - Main Totals		Invoice Transactions 4	<u>\$21,658.17</u>
								Department 12 - Human Resources Totals		Invoice Transactions 4	<u>\$21,658.17</u>
								Fund 7006 - Health Insurance Trust Totals		Invoice Transactions 4	<u>\$21,658.17</u>



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 53990.1271 - Other Services and Charges Section 125 - URM- City											
9375 - WEX Health INC (Chard, Snyder & Associates)	081425daily	12-City URM	Paid by EFT # 67506		08/18/2025	08/18/2025	08/18/2025		08/18/2025	32.71	
9375 - WEX Health INC (Chard, Snyder & Associates)	081525daily	12-City URM	Paid by EFT # 67507		08/18/2025	08/18/2025	08/18/2025		08/18/2025	185.00	
9375 - WEX Health INC (Chard, Snyder & Associates)	081625daily	12-City URM	Paid by EFT # 67508		08/18/2025	08/18/2025	08/18/2025		08/18/2025	356.37	
9375 - WEX Health INC (Chard, Snyder & Associates)	081725daily	12-City URM	Paid by EFT # 67509		08/18/2025	08/18/2025	08/18/2025		08/18/2025	97.31	
9375 - WEX Health INC (Chard, Snyder & Associates)	081825daily	12-City URM	Paid by EFT # 67512		08/19/2025	08/19/2025	08/19/2025		08/19/2025	130.00	
9375 - WEX Health INC (Chard, Snyder & Associates)	081925daily	12-City URM	Paid by EFT # 67513		08/20/2025	08/20/2025	08/20/2025		08/20/2025	514.93	
9375 - WEX Health INC (Chard, Snyder & Associates)	082025	12-City URM	Edit		08/21/2025	08/21/2025	08/21/2025			700.84	
									Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice Transactions 7	\$2,017.16
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City											
9375 - WEX Health INC (Chard, Snyder & Associates)	082125CheckRe g	12-City DDC	Edit		08/21/2025	08/21/2025	08/21/2025			1,096.00	
									Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals	Invoice Transactions 1	\$1,096.00
Account 53990.1273 - Other Services and Charges Term Life											
18539 - Life Insurance Company Of North America	August 2025	12-LINA-August 2025-Bill Reference #103094_08/04/2025	Paid by EFT # 67671		08/19/2025	08/19/2025	08/29/2025		08/29/2025	20,239.23	
									Account 53990.1273 - Other Services and Charges Term Life Totals	Invoice Transactions 1	\$20,239.23
Account 53990.1277 - Other Services and Charges Disability STD											
18539 - Life Insurance Company Of North America	August 2025	12-LINA-August 2025-Bill Reference #103094_08/04/2025	Paid by EFT # 67671		08/19/2025	08/19/2025	08/29/2025		08/29/2025	11,538.54	
									Account 53990.1277 - Other Services and Charges Disability STD Totals	Invoice Transactions 1	\$11,538.54
									Program 120000 - Main Totals	Invoice Transactions 10	\$34,890.93
									Department 12 - Human Resources Totals	Invoice Transactions 10	\$34,890.93
									Fund 7008 - Insurance Voluntary Trust Totals	Invoice Transactions 10	\$34,890.93
Fund 7702 - Fleet Maintenance											
Department 17 - Fleet Maintenance											
Program 170000 - Main											
Account 52230 - Garage and Motor Supplies											
50605 - Bauer Built, INC	360155972	17 - Disposal fee for 20 light truck tires	Paid by EFT # 67535		08/19/2025	08/19/2025	08/29/2025		08/29/2025	100.00	
50605 - Bauer Built, INC	360155668	17 - valve stem, valve cap, wheel balance parts & labor disposal	Paid by EFT # 67535		08/19/2025	08/19/2025	08/29/2025		08/29/2025	479.27	



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 52230 - Garage and Motor Supplies											
4693 - Monroe County Tire & Supply, INC	079263	17 - (4) M'craft stratus tires for 519	Paid by EFT # 67687		08/19/2025	08/19/2025	08/29/2025	08/29/2025		441.00	
4693 - Monroe County Tire & Supply, INC	079358	17 - 4 tires balanced for 586	Paid by EFT # 67687		08/19/2025	08/19/2025	08/29/2025	08/29/2025		40.00	
4693 - Monroe County Tire & Supply, INC	079314	17 - computer balanced aspen GT tire for 264	Paid by EFT # 67687		08/19/2025	08/19/2025	08/29/2025	08/29/2025		105.25	
4693 - Monroe County Tire & Supply, INC	079309	17 - (4) falken wildpeak tires for 586	Paid by EFT # 67687		08/19/2025	08/19/2025	08/29/2025	08/29/2025		721.00	
4693 - Monroe County Tire & Supply, INC	079357	17 - balance tires on 219	Paid by EFT # 67687		08/19/2025	08/19/2025	08/29/2025	08/29/2025		40.00	
									Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 7	\$1,926.52
Account 52240 - Fuel and Oil											
7854 - Premier AG CO-OP, INC (Premier Energy)	24192	17-diesel fuel-B20 PDX4 (7,248 gallons)- 7/23/25	Paid by EFT # 67714		08/19/2025	08/19/2025	08/29/2025	08/29/2025		23,254.48	
7854 - Premier AG CO-OP, INC (Premier Energy)	24264	17-diesel fuel-B20 PDX4 (7,230 gallons)- 7/30/25	Paid by EFT # 67714		08/19/2025	08/19/2025	08/29/2025	08/29/2025		23,364.47	
7854 - Premier AG CO-OP, INC (Premier Energy)	24263	17-unleaded fuel-87 regular (7,904 gallons)- 7/30/25	Paid by EFT # 67714		08/19/2025	08/19/2025	08/29/2025	08/29/2025		24,632.82	
									Account 52240 - Fuel and Oil Totals	Invoice Transactions 3	\$71,251.77
Account 52320 - Motor Vehicle Repair											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KYD-C7G6-9HKV	17 - electric start & fuel pump for 452/311	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025	08/29/2025		428.05	
474 - Auto-X-10'D, INC (Ziebart)	868386	17 - #2211 rhino liner	Paid by EFT # 67528		08/19/2025	08/19/2025	08/29/2025	08/29/2025		617.99	
474 - Auto-X-10'D, INC (Ziebart)	868272	17 - #2211 bed cover	Paid by EFT # 67528		08/19/2025	08/19/2025	08/29/2025	08/29/2025		669.50	
244 - Bloomington Ford, INC	5087231	17 - Bush for P136	Paid by EFT # 67544		08/19/2025	08/19/2025	08/29/2025	08/29/2025		29.50	
244 - Bloomington Ford, INC	5087266	17 - wire assembly for 410	Paid by EFT # 67544		08/19/2025	08/19/2025	08/29/2025	08/29/2025		50.07	
244 - Bloomington Ford, INC	5087294	17 - Automatic Transmission for 328	Paid by EFT # 67544		08/19/2025	08/19/2025	08/29/2025	08/29/2025		54.32	
244 - Bloomington Ford, INC	5087301	17 - Motor assembly for 528	Paid by EFT # 67544		08/19/2025	08/19/2025	08/29/2025	08/29/2025		29.77	
244 - Bloomington Ford, INC	5087292	17 - screen assembly for 328	Paid by EFT # 67544		08/19/2025	08/19/2025	08/29/2025	08/29/2025		85.37	
594 - Curry Auto Center, INC	5121057	17 - Sensor for 311	Paid by EFT # 67579		08/19/2025	08/19/2025	08/29/2025	08/29/2025		37.28	



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 52320 - Motor Vehicle Repair										
594 - Curry Auto Center, INC	6377945	17 - #4971 parts and labor for repair	Paid by EFT # 67579		08/19/2025	08/19/2025	08/29/2025	08/29/2025		48.95
51827 - Fire Service, INC	IN-21282	17 - #395 mirror assy	Paid by EFT # 67602		08/19/2025	08/19/2025	08/29/2025	08/29/2025		1,066.07
5896 - Hahn Automotive Warehouse,INC (Speedway AutoParts)	98380/81	17 - Oil Drain plug for 557	Paid by EFT # 67617		08/19/2025	08/19/2025	08/29/2025	08/29/2025		3.63
455 - Industrial Service & Supply, INC	88292	17 - Metric Compression Male Stud Coupling for 685	Paid by EFT # 67645		08/19/2025	08/19/2025	08/29/2025	08/29/2025		18.41
455 - Industrial Service & Supply, INC	88258	17 - 90 degree elbow, seal & cap plug for 625	Paid by EFT # 67645		08/19/2025	08/19/2025	08/29/2025	08/29/2025		57.93
455 - Industrial Service & Supply, INC	88174	17 - hose, steel ferrule, sterns, o-ring & crimp charge for 483	Paid by EFT # 67645		08/19/2025	08/19/2025	08/29/2025	08/29/2025		855.25
455 - Industrial Service & Supply, INC	88385	17 - Din light x Din light 90degrees, hose, crimp charge,	Paid by EFT # 67645		08/19/2025	08/19/2025	08/29/2025	08/29/2025		95.18
796 - Interstate Battery System of Bloomington, INC	200004592	17-batteries, MT-59 (1), MTP-65HD (2)	Paid by EFT # 67649		08/19/2025	08/19/2025	08/29/2025	08/29/2025		351.88
4439 - JX Enterprises, INC	27445212P	17 - x treme seal, (2) bearing sets for 444	Paid by EFT # 67659		08/19/2025	08/19/2025	08/29/2025	08/29/2025		249.97
8658 - Kleindorfer's Hardware LLC	43435	17 - (2) bandsaw blades & 1"x60" black pipe for shop	Paid by EFT # 67663		08/19/2025	08/19/2025	08/29/2025	08/29/2025		83.56
7308 - MacQueen Equipment, LLC	P34899	17 - #331 compressor	Paid by EFT # 67676		08/19/2025	08/19/2025	08/29/2025	08/29/2025		2,448.39
53385 - O'Reilly Automotive Stores, INC	1903-133521	17 - Cabin filter for 519	Paid by Check # 80507		08/19/2025	08/19/2025	08/29/2025	08/29/2025		11.89
53385 - O'Reilly Automotive Stores, INC	1903-134823	17 - Engine paint for 2000	Paid by Check # 80507		08/19/2025	08/19/2025	08/29/2025	08/29/2025		12.99
53385 - O'Reilly Automotive Stores, INC	1903-134826	17 - engine paint for 2000	Paid by Check # 80507		08/19/2025	08/19/2025	08/29/2025	08/29/2025		12.99
53385 - O'Reilly Automotive Stores, INC	1903-133031	17 - cabin filter for inventory	Paid by Check # 80507		08/19/2025	08/19/2025	08/29/2025	08/29/2025		13.19
53385 - O'Reilly Automotive Stores, INC	1903-133030	17 - Air filter & oil filter for 812	Paid by Check # 80507		08/19/2025	08/19/2025	08/29/2025	08/29/2025		16.04
53385 - O'Reilly Automotive Stores, INC	1903-134646	17 - A/T filter for 528	Paid by Check # 80507		08/19/2025	08/19/2025	08/29/2025	08/29/2025		24.74
53385 - O'Reilly Automotive Stores, INC	1903-134428	17 - 4 1 QT bottles of motor oil for inventory	Paid by Check # 80507		08/19/2025	08/19/2025	08/29/2025	08/29/2025		29.96
53385 - O'Reilly Automotive Stores, INC	1903-134817	17 - Hydraulic filter for 772	Paid by Check # 80507		08/19/2025	08/19/2025	08/29/2025	08/29/2025		32.18



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 52320 - Motor Vehicle Repair										
53385 - O'Reilly Automotive Stores, INC	1903-133048	17 - Transmission Mount for 572	Paid by Check # 80507		08/19/2025	08/19/2025	08/29/2025		08/29/2025	38.14
53385 - O'Reilly Automotive Stores, INC	1903-134824	17 - fuel filter for 772	Paid by Check # 80507		08/19/2025	08/19/2025	08/29/2025		08/29/2025	38.17
53385 - O'Reilly Automotive Stores, INC	1903-134822	17 - Oil filter for inventory	Paid by Check # 80507		08/19/2025	08/19/2025	08/29/2025		08/29/2025	47.95
53385 - O'Reilly Automotive Stores, INC	1905-134414	17 - (2) megacrimp for inventory	Paid by Check # 80507		08/19/2025	08/19/2025	08/29/2025		08/29/2025	99.20
53385 - O'Reilly Automotive Stores, INC	1903-133538	17 - Wheel Weights & Megacrimps for inventory	Paid by Check # 80507		08/19/2025	08/19/2025	08/29/2025		08/29/2025	571.78
53385 - O'Reilly Automotive Stores, INC	1903-134956	17 - Megacrimps & Hydraulic hoses + 16.60 shipping for inventory	Paid by Check # 80507		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,724.04
53385 - O'Reilly Automotive Stores, INC	1903-136153	17 - Alternator for 846	Paid by Check # 80507		08/19/2025	08/19/2025	08/29/2025		08/29/2025	189.97
16069 - Palmer Trucks, INC	I578488	17 - heater knob & reinforced heater knob clip for 773	Paid by EFT # 67704		08/19/2025	08/19/2025	08/29/2025		08/29/2025	14.11
16069 - Palmer Trucks, INC	I577595	17 - 12v switch-wiper rotary for 772	Paid by EFT # 67704		08/19/2025	08/19/2025	08/29/2025		08/29/2025	170.51
9500 - RPM/KMC LLC	P57737	17 - #4721 banded belt	Paid by EFT # 67729		08/19/2025	08/19/2025	08/29/2025		08/29/2025	696.62
476 - Southern Indiana Parts, INC (Napa Auto Parts)	PARTS-JULY 2025	17 - various parts for the month of July 2025	Paid by EFT # 67744		08/19/2025	08/19/2025	08/29/2025		08/29/2025	11,288.32
54351 - Sternberg, INC	988996	17 - (2) drum brake for 444	Paid by EFT # 67751		08/19/2025	08/19/2025	08/29/2025		08/29/2025	216.46
54351 - Sternberg, INC	989007	17 - (2) drum brakes for 963	Paid by EFT # 67751		08/19/2025	08/19/2025	08/29/2025		08/29/2025	216.46
582 - Town & Country Chrysler Dodge Jeep, INC	5079053	17 - Oil drain plug & Oil pan gasket for 557	Paid by EFT # 67764		08/19/2025	08/19/2025	08/29/2025		08/29/2025	31.28
582 - Town & Country Chrysler Dodge Jeep, INC	5079054	17 - front door switch for 1227	Paid by EFT # 67764		08/19/2025	08/19/2025	08/29/2025		08/29/2025	124.00
582 - Town & Country Chrysler Dodge Jeep, INC	5079015	17 - PDC Intelligent Power for 415	Paid by EFT # 67764		08/19/2025	08/19/2025	08/29/2025		08/29/2025	342.75
622 - Truck Country of Indiana, INC (Stoops Freightliner)	X301973752:01	17 - #963 wheel stud M22 1.5 (20)	Paid by EFT # 67766		08/19/2025	08/19/2025	08/29/2025		08/29/2025	313.40
7555 - VoMac Truck Sales & Service INC	121832T	17 - Hose, quick coupling & hose clamp for 958	Paid by EFT # 67776		08/19/2025	08/19/2025	08/29/2025		08/29/2025	57.72



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 52320 - Motor Vehicle Repair											
7555 - VoMac Truck Sales & Service INC	121966T	17 - hose & (2) quick coupling for 961	Paid by EFT # 67776		08/19/2025	08/19/2025	08/29/2025		08/29/2025	65.24	
7555 - VoMac Truck Sales & Service INC	121978T	17 - hose & (2) quick coupling for 9300	Paid by EFT # 67776		08/19/2025	08/19/2025	08/29/2025		08/29/2025	192.30	
7555 - VoMac Truck Sales & Service INC	121270T	17 - fuel pedal valve for 958	Paid by EFT # 67776		08/19/2025	08/19/2025	08/29/2025		08/29/2025	745.55	
2096 - West Side Tractor Sales CO.	B59798	17 - Pressure sensor for 781	Paid by EFT # 67783		08/19/2025	08/19/2025	08/29/2025		08/29/2025	96.54	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW4110	17 - Disc brake hardware kit for 1207	Paid by EFT # 67794		08/19/2025	08/19/2025	08/29/2025		08/29/2025	22.20	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW5120	17 - Pin Oil pressure Switch for 876	Paid by EFT # 67794		08/19/2025	08/19/2025	08/29/2025		08/29/2025	22.80	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW5103	17 - Asmeng cool temp sensor for 846	Paid by EFT # 67794		08/19/2025	08/19/2025	08/29/2025		08/29/2025	23.64	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW4704	17 - 8 spark plugs for 582	Paid by EFT # 67794		08/19/2025	08/19/2025	08/29/2025		08/29/2025	55.04	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW4557	17 - tie rod kit for P136	Paid by EFT # 67794		08/19/2025	08/19/2025	08/29/2025		08/29/2025	75.44	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW4708	17 - 1 qt Mercon LV (transmission fluid) for Stock (12)	Paid by EFT # 67794		08/19/2025	08/19/2025	08/29/2025		08/29/2025	89.04	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW4966	17 - starter assembly for 4861	Paid by EFT # 67794		08/19/2025	08/19/2025	08/29/2025		08/29/2025	237.07	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW4552	17 - New CV axle & conrol arm w/ball joint for P136	Paid by EFT # 67794		08/19/2025	08/19/2025	08/29/2025		08/29/2025	283.20	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW4570	17 - credit for returned Disc brake hardware kit	Paid by EFT # 67794		08/19/2025	08/19/2025	08/29/2025		08/29/2025	(22.20)	
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW4167	17 - credit for returned Core on (2) R Caliper	Paid by EFT # 67794		08/19/2025	08/19/2025	08/29/2025		08/29/2025	(88.00)	
									Account 52320 - Motor Vehicle Repair Totals	Invoice Transactions 60	<u>\$25,413.79</u>
Account 52420 - Other Supplies											
177 - Indiana Oxygen Company, INC	10691869	17 - torch cylinders - 7/31/2025	Paid by EFT # 67640		08/19/2025	08/19/2025	08/29/2025		08/29/2025	307.83	
908 - JB Salvage (Westside Auto Parts)	48104	17 - 1/4 x 1 1/2 x 20' flat bar for shop	Paid by EFT # 67656		08/19/2025	08/19/2025	08/29/2025		08/29/2025	25.00	
8181 - Lawson Products, INC	9312712819	17 - heat shrink tube, flap disc, torque hose clamp, cap screw.	Paid by EFT # 67668		08/19/2025	08/19/2025	08/29/2025		08/29/2025	248.93	



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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											
6216 - Terminal Supply, INC	45194-00	17-shop- lights, seals and fittings - 07/25/2025	Paid by EFT # 67755		08/19/2025	08/19/2025	08/29/2025		08/29/2025	201.13	
									Account 52420 - Other Supplies Totals	Invoice Transactions 4	<u>\$782.89</u>
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872897487800825	06-cell phone chgs 07/12/25-08/11/25-Inv. 287289748780X08192025	Paid by Check # 80467		08/20/2025	08/20/2025	08/20/2025		08/20/2025	43.20	
13969 - AT&T Mobility II, LLC	2873273216180825	06-Unlim'td LTE Laptp/Hotsp 7/12-8/11/25-287327321618X08192025	Paid by Check # 80469		08/20/2025	08/20/2025	08/20/2025		08/20/2025	29.24	
13969 - AT&T Mobility II, LLC	2873273216180725	06-Unlim'td LTE Laptp/Hotsp-6/12-7/11/25-287327321618X07192025	Paid by Check # 80468		08/20/2025	08/20/2025	08/20/2025		08/20/2025	29.24	
1079 - AT&T	849494015-080925	28-CH/off site fac-long distance chgs 08/09/2025-BAN #849494015	Paid by Check # 80464		08/20/2025	08/20/2025	08/20/2025		08/20/2025	.93	
									Account 53210 - Telephone Totals	Invoice Transactions 4	<u>\$102.61</u>
Account 53510 - Electrical Services											
223 - Duke Energy	19-08.20.25-FAC	19-Facilities electric billing -06/26/25-08/01/25	Paid by Check # 80477		08/20/2025	08/20/2025	08/20/2025		08/20/2025	31.87	
									Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$31.87</u>
Account 53530 - Water and Sewer											
208 - City Of Bloomington Utilities	10159-0020725	17-Fleet Maint-water/sewer bill-July 2025	Paid by Check # 80471		08/20/2025	08/20/2025	08/20/2025		08/20/2025	1,181.15	
									Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$1,181.15</u>
Account 53610 - Building Repairs											
321 - Harrell Fish, INC (HFI)	C019110	17-Quarterly Planned Maintenance-7/24/2025	Paid by EFT # 67620		08/19/2025	08/19/2025	08/29/2025		08/29/2025	279.45	



Board of Public Works Claim Register

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Fund 7702 - Fleet Maintenance											
Department 17 - Fleet Maintenance											
Program 170000 - Main											
Account 53610 - Building Repairs											
392 - Koorsen Fire & Security, INC	IN01005613	17 - quarterly monitoring from 8/1//25 to 10/31/2025	Paid by EFT # 67666		08/19/2025	08/19/2025	08/29/2025		08/29/2025	91.27	
									Account 53610 - Building Repairs Totals	Invoice Transactions 2	\$370.72
Account 53620 - Motor Repairs											
244 - Bloomington Ford, INC	6242492	17 - #263 labor for diagnostics	Paid by EFT # 67544		08/19/2025	08/19/2025	08/29/2025		08/29/2025	175.00	
594 - Curry Auto Center, INC	6377945	17 - #4971 parts and labor for repair	Paid by EFT # 67579		08/19/2025	08/19/2025	08/29/2025		08/29/2025	88.00	
455 - Industrial Service & Supply, INC	88123	17 - #657 clean and repack cylinder, rod wiper, PolySeal, O-ring	Paid by EFT # 67645		08/19/2025	08/19/2025	08/29/2025		08/29/2025	284.96	
5168 - Jasper Engine Exchange, INC	14786142	17 - #572 transfer case	Paid by EFT # 67655		08/19/2025	08/19/2025	08/29/2025		08/29/2025	2,328.00	
4474 - Ken's Westside Service & Towing, LLC	25-0806-105937	17 -tire service-Unit P134-8/6/25	Paid by EFT # 67660		08/19/2025	08/19/2025	08/29/2025		08/29/2025	75.00	
4474 - Ken's Westside Service & Towing, LLC	25-0729-105699	17 -winching, tow/hook fee-Unit 776-7/29/25	Paid by EFT # 67660		08/19/2025	08/19/2025	08/29/2025		08/29/2025	220.00	
4474 - Ken's Westside Service & Towing, LLC	25-0805-105887	17-tow/hook fee-Unit 961-8/5/25	Paid by EFT # 67660		08/19/2025	08/19/2025	08/29/2025		08/29/2025	325.00	
4474 - Ken's Westside Service & Towing, LLC	25-0807-105951	17-tow/hook fee-Unit 884-8/7/25	Paid by EFT # 67660		08/19/2025	08/19/2025	08/29/2025		08/29/2025	325.00	
2974 - MacAllister Machinery Co, INC	S9927412	17 - #458 repair of the aftertreatment system	Paid by EFT # 67675		08/19/2025	08/19/2025	08/29/2025		08/29/2025	843.81	
2974 - MacAllister Machinery Co, INC	S9736669	17 - #598 repair of screen	Paid by EFT # 67675		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,411.78	
4608 - Reliable Transmission Service-Midwest, INC	30R5865	17 - #961 diagnosis and repair for transmission	Paid by EFT # 67722		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,875.98	
6476 - Samuel D Wray (Wray Automotive)	14421	17 - alignment for P136	Paid by EFT # 67793		08/19/2025	08/19/2025	08/29/2025		08/29/2025	140.00	
									Account 53620 - Motor Repairs Totals	Invoice Transactions 12	\$8,092.53
Account 53920 - Laundry and Other Sanitation Services											
19171 - Vestis Group, INC (FKA Aramark)	4080191564	17 - mat rentals and shop towels- 7/16/25	Paid by EFT # 67773		08/19/2025	08/19/2025	08/29/2025		08/29/2025	93.34	
19171 - Vestis Group, INC (FKA Aramark)	4080193498	17 - City portion of uniform rentals - 7/30/25	Paid by EFT # 67773		08/19/2025	08/19/2025	08/29/2025		08/29/2025	43.19	



Board of Public Works Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080193499	17 - mat rentals and shop towels-7/30/2025	Paid by EFT # 67773		08/19/2025	08/19/2025	08/29/2025		08/29/2025	93.34
							Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 3	<u>\$229.87</u>
							Program 170000 - Main Totals		Invoice Transactions 97	<u>\$109,383.72</u>
							Department 17 - Fleet Maintenance Totals		Invoice Transactions 97	<u>\$109,383.72</u>
							Fund 7702 - Fleet Maintenance Totals		Invoice Transactions 97	<u>\$109,383.72</u>
Fund 7704 - Self-Insurance										
Department 10 - Legal										
Program 100000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1PMN-7TR1-RPC6	10-NFPA 70E Paperback and Handbook 2024 Combo	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025		08/29/2025	138.00
							Account 52110 - Office Supplies Totals		Invoice Transactions 1	<u>\$138.00</u>
Account 53130 - Medical										
8827 - Timothy R Brown	PHYS CDL-2025	10-reimb for CDL physical-7/25/25	Paid by EFT # 67555		08/19/2025	08/19/2025	08/29/2025		08/29/2025	110.00
9937 - Garrett Flynn	PHYS CDL-2025	10-reimb for CDL physical-7/16/25	Paid by EFT # 67604		08/19/2025	08/19/2025	08/29/2025		08/29/2025	110.00
							Account 53130 - Medical Totals		Invoice Transactions 2	<u>\$220.00</u>
Account 53420 - Worker's Comp & Risk										
7792 - ONB Benefit Administration LLC (JWF Specialty)	812372	10-Quarterly Subrogation Fees (April-June 2025)	Paid by EFT # 67702		08/19/2025	08/19/2025	08/29/2025		08/29/2025	240.24
							Account 53420 - Worker's Comp & Risk Totals		Invoice Transactions 1	<u>\$240.24</u>
							Program 100000 - Main Totals		Invoice Transactions 4	<u>\$598.24</u>
							Department 10 - Legal Totals		Invoice Transactions 4	<u>\$598.24</u>
							Fund 7704 - Self-Insurance Totals		Invoice Transactions 4	<u>\$598.24</u>
							Grand Totals		Invoice Transactions 415	<u>\$1,286,383.78</u>

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
08/29/25	Claims				\$1,286,383.78
					<u>\$1,286,383.78</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,286,383.78

Dated this _____ day of _____ year of 20_____.

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 Office _____