

Board of Public Works Meeting

September 9, 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](https://www.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.

MINUTES
BOARD OF PUBLIC WORKS
June 18, 2025

A Regular Meeting of the Board of Public Works was held Wednesday June 18, 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 by using the following link

<https://bloomington.zoom.us/j/86422696969?pwd=Q6DJtHI7XmanNQFluYkU0Jc3XIZ09R.1>

Meeting ID: 844 9425 7494 Passcode: 775094

Members in Attendance:

Kyla Cox Deckard, President
Elizabeth Karon, Vice President

Employees in Attendance:

Adam Wason, Public Works
Miranda Beaver, Public Works
Jason Kerr, Engineering
Kyle Baugh, Engineering
Jess Goodman, Parking Services
Victoria Jones, ITS
Maria McCormick, Engineering
Clarence Boone, Parks and Recreation
Audrey Brittingham, Legal
Cassie Werne, Public Works

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTRANCES

III. CONSENT AGENDA

1. Noise Permit for Mother Hubbard's Garden Gala
2. Resolution 2025-043 Surplus of Items to Centerstone from DPW
3. Resolution 2025-044 ITS Surplus to Technology Recyclers, LLC
4. Resolution 2025-042 4th Street Festival
5. Resolution 2025-047 Tuesday Farmer's Market
6. Resolution 2025-048 Saturday Farmer's Market
7. Resolution 2025-049 Banneker Block Party
8. Resolution 2025-050 Witch Fest
9. Approve Public Improvement Bond Estimate for Woodburn Avenue Subdivision
10. Approve Service Agreement with Premier Painting for Facilities
11. Approve Service Agreement with Umphress for Facilities
12. Approve Service Agreement with HFI for Plumbing for Facilities
13. Approve Service Agreement with HFI for HVAC for Facilities
14. Approve Service Agreement with Soft Touch Moving for Facilities
15. Approve Service Agreement with Bruce Overhead Door for Facilities
16. Approval of Payroll

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

IV. NEW BUSINESS

1. Approve Change Order Packet 2 for Winslow/Rogers Resurfacing Project

Jason Kerr, Engineering, presented Change Order Packet 2 for Winslow/Rogers Resurfacing Project for approval. Change Order 4 will account for extra linear feet of sign post that were needed. Change order 5 will correct a curb ramp slope that needed adjustment after the road was brought up to elevation to meet PROWAG requirements. The additional charge is \$3,606.10. The

new contract price is \$1,406,067.94. Karon made a motion to approve Change Order Packet 2 for Winslow/Rogers Resurfacing Project. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

2. Approve Road and Lane Closure for Utility Work for Hub 2 Development

Kyle Baugh, Engineering, presented Road and Lane Closure for Utility Work for Hub 2 Development for approval. Reed and Sons is requesting closures for the Hub 2 Development. These closures include road closure on N. Lincoln Street from the 1303-1355 address. A road closure on N. Washington Street from the 1311-1317 address. There will be a lane shift on the westbound lane of E. 17th; this is adjacent to the 219 E. 17th address. These requests are for sanitary sewer capping. These closures will not happen concurrently. The traffic controls would be in place from July 7th through July 30th. The contractor will be utilizing weekday closures for these. Karon asked if the road would reopen for weekends. Baugh stated it is their intent to open nightly. If there are any street cuts the contractor will fill them or cap them with a steel plate. Reed and Sons are also working with individual property owners to maintain access or make other arrangements for those tenants in affected areas. Cox Deckard asked if the lane shift on 17th, means traffic is moving through just at a shifted angle or are they doing flagging. Baugh said that will be a standard lane closure that will be flagged for both directions east and west. Karon motioned to approve Road and Lane Closure for Utility Work for Hub 2 Development. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

3. Approve Contract with Evens Time for Parking Garages Maintenance

Jess Goodman, Parking Services, presented Contract with Evens Time for Parking Garages Maintenance for approval. This is a contract with Evens Time for all the parking gate equipment in the garages. This will cover the equipment inspection software updates, parts, network support and the PCI compliance support. The amount is \$58,633.84. Karon motioned to approve Contract with Evens Time for Parking Garages Maintenance. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

4. Revocation of Contract with Wise Building Solutions for the Installation of ADA Ramps

Adam Wason, Public Works, presented Revocation of Contract with Wise Building Solutions for the Installation of ADA Ramps for approval. This is a revocation of an award from the City of Bloomington Street Division to Wise Building Solutions for installation of ADA ramps. The contract was awarded on May 05, 2025. It was determined in early June that the contractor wouldn't be able to perform the work under the contract in the original timeline that was agreed upon. It was mutually agreed to revoke this award. Karon motioned to approve Revocation of Contract with Wise Building Solutions for the Installation of ADA Ramps. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion is passed.

5. Approve Contract with Groomer Construction for Installation of ADA Ramps

Adam Wason, Public Works, presented Approve Contract with Groomer Construction for Installation of ADA Ramps. This request is to award the contract for the installation of the ADA ramps that was revoked from Wise Building Solutions. Staff worked with the Legal Department to get approval to go with the secondary bid. Staff are asking to award this contract to Groomer Construction. The installation of 27 ADA ramps will be located on South Pine Meadows and Pinehurst, Hoosier Street, Walnut Street, Sunny Slopes Drive, Burks Drive and Kennedy Drive. Staff requests approval in the amount not to exceed \$97,493.12. Cox Deckard asked if Groomer indicated that all terms would be met as in the original quote that was given. Wason stated that Groomer confirmed that their original bid would stand and the work will be complete on a timeline that's acceptable to us. Karon motioned to approve Contract with Groomer Construction for Installation of ADA Ramps. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion is passed.

6. Approve Amendment to Resolution 2025-046 Bloomington Housing Authority Block Party

Cassie Werne, Public Works, presented Amendment to Resolution 2025-046 Bloomington Housing Authority Block Party for approval. This was a previously approved right-of-way special event for the family night out that BHA sponsors. Due to the weather, BHA have requested to reschedule to Friday. Normally this information is included in the original application but it was an oversight. Staff are requesting approval to move it to Friday, June 20, 2025. Karon motioned to approve Amendment to Resolution 2025-046 Bloomington Housing Authority Block Party. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion is passed.

7. Approve Lane Closure and Sidewalk Diversion for the Main Construction of the Redevelopment of the Bloomington Convention Center

Kyle Baugh, Engineering, presented Lane Closure and Sidewalk Diversion for the Main Construction of the Redevelopment of the Bloomington Convention Center for approval. Weddle Brothers is requesting several closures as part of the Bloomington Convention Center Redevelopment. Phase one, seven phases in total, is a conversion of the southern eastbound lane of 3rd Street between Madison Street and College Avenue. This would be converted to a right turn only. Parking lane reservations on the east side of College Avenue between 3rd Street and Smith Avenue. A closure of the southern eastbound lane of 3rd Street between College Avenue and Walnut Street. Lastly, a closure of the left turn lane along Walnut Street between 3rd Street and Smith Avenue. These are being requested to place pedestrian diversions along the east side of College Avenue, south side of 3rd Street and west side of Walnut Street. This request is to accommodate site work necessary for the Bloomington Convention Center project. Traffic controls would be in place from January 27, 2025 through January 23, 2026. Staff do expect other permits for smaller closures during this phase as well to be brought back to the Board. Wason added that the City has been working closely with all partners on this project and it's been a great partnership. Wason thanked Weddle Brothers and Bill Riggert's team at BRCJ for working out details and good communication. Andrew Sherry, project manager for Weddle Brothers presented an overview of the project with five different plans and seven phases. Sherry talked about different phases which will include closure of the turning lane on Walnut southbound, lane closure on 3rd Street, site demolition, five-foot walk around over on College Ave., closures to College Ave., detector loops to be remediated, medians, some new curbs, new sidewalks and confirmed the Walnut side won't change until the end of the project. Total length of the project will take about two years and six months of that will be in 2027; renovations to the existing convention center will be done in those six months. Cox Deckard asked about the left turn lane on Walnut and wanted to know if there was a plan for that turn. Wason stated that there had been configurations recently and they would be constructed on the 4th Street parking garage where the lane was left turn lane for northbound, Walnut was closed and the second lane from the western edge would serve as a turn lane. The walk arounds for the sidewalk will be closed along Walnut. Karon asked that if one of the lanes will be a pedestrian walk around, is the adjacent property owner responsible for cleaning snow in that lane for pedestrians or would the Street crew be responsible. Wason stated if there was snow built up around the pedestrian walk around that the contractors are required to keep that clear. Wason said JS is part of both projects and will help make sure to navigate potential conflicts that could come with the 2nd Street reconstruction project. Cox Deckard asked how the repair of the railing on the sidewalk up the B-line is going. Wason said they are still waiting for the anchoring system and some of the parts that are required for that repair. Signage has been posted and detours are in place but someone keeps ripping down the signs. Chris from Weddle brothers stated that social media will be used to push out notices or if there are any traffic changes, Weddle will make sure there is proper signage and that any concerns, complaints or communication will be handle by them first. Karon asked if city residents should follow social media about changes through the City page, Weddle brothers, Facebook or other entities. Wason stated that they are working on that right now and figuring out where the information should be shared. Karon motioned to approve Lane Closure and Sidewalk Diversion for the Main Construction of the Redevelopment of the Bloomington Convention Center. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion is passed.

8. STAFF REPORTS & OTHER BUSINESS

Adam Wason, Public Works, presented a staff report. There have been some storms roll through Bloomington and Monroe County. Duke Energy has about 5,000 customers with outages. The Utilities District of Western Indiana has about a thousand without power. Wason thanked all the lineman and emergency responders for all they do. Wason noted that the GranFalloon and special events at the convention center. Wason worked closely with IU and their team about making decisions about how to handle the incoming weather during GranFalloon. Unfortunately, it had to be moved inside and there was limited attendance at the Buskirk Chumley, but overall it went well. It's going to be a busy summer of construction and paving. Heading into budget season in July and August. There will be some budget cuts and he will inform the Board closer to that time.

9. APPROVAL OF CLAIMS

Karon made a motion to approve the Claims in the amount of \$4,118,712.56. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

10. ADJOURNMENT

Cox Deckard called for adjournment at 6:04 p.m.

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Date: _____ Attest to: _____



Board of Public Works Staff Report

Project/Event: Hoosier Hoops on Kirkwood

Petitioner/Representative: Mark Stirvin, Indiana University Athletics

Staff Representative: Cassie Werne, Special Projects & Operations Manager

Date of Event: Thursday, October 2, 2025

Date of Board Meeting: Tuesday, September 9, 2025

Report:

Indiana University Athletics is requesting to use the closed 300/400/500 blocks of Kirkwood Avenue as well as close Grant Street from the alleys north and south of Kirkwood for the first Hoosier Hoops on Kirkwood, Thursday, October 2, 2025 from 8 to 10pm. Setup will begin on Monday, September 29 and teardown completed by Friday, October 3. Hoosier Hoops on Kirkwood is a preseason basketball event for the Indiana University Men's and Women's basketball programs. The event will include a temporary half basketball court, as well as a temporary stage for player and coach introductions, DJ, emcee, etc. IU Athletics will have a sound system for music and program emcee as well as temporary lights to help illuminate the overall area. The basketball half-court will feature player shooting contests and other skills competitions with some competitions involving members of the audience. At the conclusion of the event, aerial fireworks will be launched from Dunn Meadow marking the official end of the event.

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

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC
WORKS RESOLUTION 2025-
068**

2025 HOOSIER HOOPS ON KIRKWOOD

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, Mark Skirvin (“Organizer”), with the Hoosier Hoops on Kirkwood, would like to use the closed 300/400/500 blocks of Kirkwood from Monday, September 29, 2025 at 12:00 p.m. to Friday, October 3, 2025 at 5:00 p.m. and close Grant Street from 2:00 p.m. to 10:30 p.m. on October 2, 2025 in order to hold a special event: Hoosier Hoops on Kirkwood; 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 Kirkwood Ave. from N. Lincoln St. to Indiana Ave.; and Grant St. from 6th St. to 4th 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 Friday, October 3, 2025 at 5:00 p.m.
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 October 2, 2025.

7. On the day of the event, bollards will be blocking Kirkwood Avenue to all motor vehicles. Davis and event organizers will need to remove and replace the bollards in order to bring vendor items and food trucks in and out of Kirkwood Avenue. The Department of Public Works shall loan bollard tools to the event organizers on the last business day prior to the event. Davis is responsible for using the tools to manage bollard removal/reinstallation throughout the course of their event, including making sure the bollards are properly seated and locked. Davis is responsible for returning the bollard tools to the Department of Public Works on the business day following the event. Should Davis fail to return the bollard tools to the Department of Public Works, he will be charged Six Hundred and Fifty Dollars (\$650.00).
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 8:00 p.m. until 10:00 p.m. on October 2, 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 2, 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, Hoosier Hoops on Kirkwood, 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. Mark Skirvin, organizer for the Hoosier Hoops on Kirkwood 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 9th DAY OF September, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-068 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Signed by:

Mark Skirvin

Date: 9/5/2025

Mark Skirvin, Organizer

Resolution 2025-068



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

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

City Permit #: SE2025-0032
Application Date: 8/26/2025

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

Application For Special Event Permit To The Board of Public Works

Partner

Deron Lavin

Applicant

Mark Skirvin

Applicant

Carter Michael Kincaid
1001 E 17th St.
Bloomington IN 47408

Applicant

Zach Strabbing

Partner

Jonathan Hewitt

Overview

Event Description

Event Name: Hoosier Hoops on Kirkwood

Date: Thursday, October 2, 2025, from 8PM-10PM

Event Overview:

Indiana University Athletics is planning a preseason basketball event for the Indiana University Men's and Women's basketball programs. This event will be open to people of all ages; however, IU Athletics will place an emphasis on student fans/turnout for the event. The event will last from 8 to 10PM on Thursday, October 2, 2025. The event will include a temporary half basketball court, as well as a temporary stage for player and coach introductions, DJ, emcee, etc. IU Athletics will have a sound system for music and program emcee as well as temporary lights to help illuminate the overall area. Additionally, some inflatable games as well as mascot and logo inflatables will be displayed. Temporary crowd control fencing (bike rack) will be set-up immediately adjacent to the stage area and half-court. Portable restrooms will be set-up in a couple of locations along Kirkwood. The basketball half-court will feature player shooting contests and other skills competitions with some competitions involving members of the audience. The event will also feature some local food trucks set-up along Kirkwood. At the conclusion of the event, aerial fireworks will be launched from Dunn Meadow marking the official end of the event. The event will end promptly at 10PM with clean up and teardown happening immediately after the event's conclusion.

Street Closure Request:

The primary spot for a large portion of this event will be on Kirkwood (between Dunn and Grant Streets). The half-court and stage will be located within this block. We are requesting a temporary road closure of Grant St to vehicle traffic at 1PM on October 2. We ask that this be

closed for safety reasons, and for overflow standing for the event. IU Athletics will work with local officials on proper signage, barricades as well as access for emergency vehicles or personnel.

Safety:

IU Athletics will work with the City of Bloomington to meet safety concerns associated with the event. IU Athletics will also bring in additional safety organizations to help with managing the overall event. Those groups include: Allied Universal Security and the Indiana University Police Department. IU Athletics routinely partners with both agencies when hosting large home sporting events (in particular Football and Basketball games). We will work to address safety concerns the city has related to the event, much like we would do for a home IU sporting event.

Vendors:

Indiana University Athletics will work with the following vendors:

Master Rental – crowd control fencing, staging, portable restrooms, traffic barricades, outdoor portable lighting, portable generators for power, and other event equipment that may be necessary.

Praters – company responsible for delivering, erecting and tearing-down half basketball court. The company provides similar courts for dozens of events every year including similar university basketball events (see attached visuals), NBA teams, Disney productions, and more.

Markey's of Bloomington – sound system and stage lighting.

Thomas James Productions (Terre Haute) – fireworks. This is the same vendor IU Athletics utilizes for Football games and other outdoor sporting events as well as some indoor events.

Chocolate Moose/Jordan Davis – food trucks.

Restrooms:

Master Rentals will set up portable restrooms along the perimeter of the event on Kirkwood and will follow city sanitation policies.

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	09/29 at 12PM
Start - Date and Time	10/02 at 8PM
End - Date and Time	10/02 at 10PM
Teardown - Date and Time	10/03 at 5PM
Expected Number of Participants	4000
Event Classification	Non-Profit

Financial

Will you be charging admission?	No
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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: Requesting to use already closed 300/400/500 blocks of Kirkwood as well as closing Grant St from the half-block north of Kirkwood to the half-block south of Kirkwood.

Street	To Street	From Street	Closing /Opening	Date
Grant Street	4th Street	6th Street	Closing	10/2/2025 1 PM
Kirkwood	Indiana	Lincoln	Closing	9/29/2025 12 PM

Is this event on Indiana University campus? No

If yes, has this event been approved by Will Keaton, IUPD-Bloomington Special Events Coordinator, and the IUB Office of Student Life? No

Emergency

Who is responsible for overall event safety and coordinating emergency response? Please provide contact name and phone number. IU Athletics will work with IUPD.

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

Medical Emergencies Will work with IUPD and call 911 as appropriate.

Severe Weather IU Athletics will monitor weather and if lightning is within 10 miles event will stop. IU Athletics will work with IUPD and others in emergency management to make cancellation call.

Fire/Evacuation IU Athletics will work on the protocols that IUPD. Nearby businesses will be open and available to support if needed.

Lost or Missing Persons IU Athletics will work with IUPD to make an announcement and reunite.

Other

Have you arranged for security at your event? Yes

If yes, who will be providing security? Allied Universal who does security at all home IU Athletics events will support.

Waste

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

IU Athletics can assist with trash pickup. IU Athletics Facility Coordinator Davis Bolsteins can have his crew come over and help dispose if need be.

Will you have food vendor(s)?

Yes

If yes, please name the food vendors:

Jordan Davis - Food Trucks of Bloomington. No specific names yet.

Will you have alcohol vendor(s)?

No

If yes, please name the alcohol vendors:

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

Food waste from food trucks.

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

IU Athletics will bring trash receptacles.

What vendor will provide waste bins and collection service?

IU Athletics.

Will you be providing portable toilets?

Yes

If yes, how many portable toilets?

If yes, what company is providing the portable toilets?

Master Rental.

Noise & Entertainment

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

Live Music

Checked

Recorded Music i.e. DJ, etc.

Checked

Loudspeaker

Checked

Other

Checked

Will the noise be amplified?

Yes

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

There will be a stage and a spot for the DJ to stand. The sound for the DJ will be amplified for those to hear on the block.

IU Athletics/Master Rental will reach out to DHS re: stage inspection and Amusement and Entertainment Permit.

Fireworks will be launched from Dunn Meadow and will be overseen by Thomas James Productions who has partnered with IU Athletics for over a decade.

What will be the power source for equipment?

Yes.

Describe any other electrical needs:

IU Athletics can work with vendors on power if needed. We have generators and the businesses nearby are partners that can also help supply electric.

**Have you notified
businesses/residents impacted by
your event?**

No

**Which businesses/residents have been
notified?**

We will notify all businesses/residents on the 300/400/500 blocks of
Kirkwood as well as Grant St from 4th to 6th.

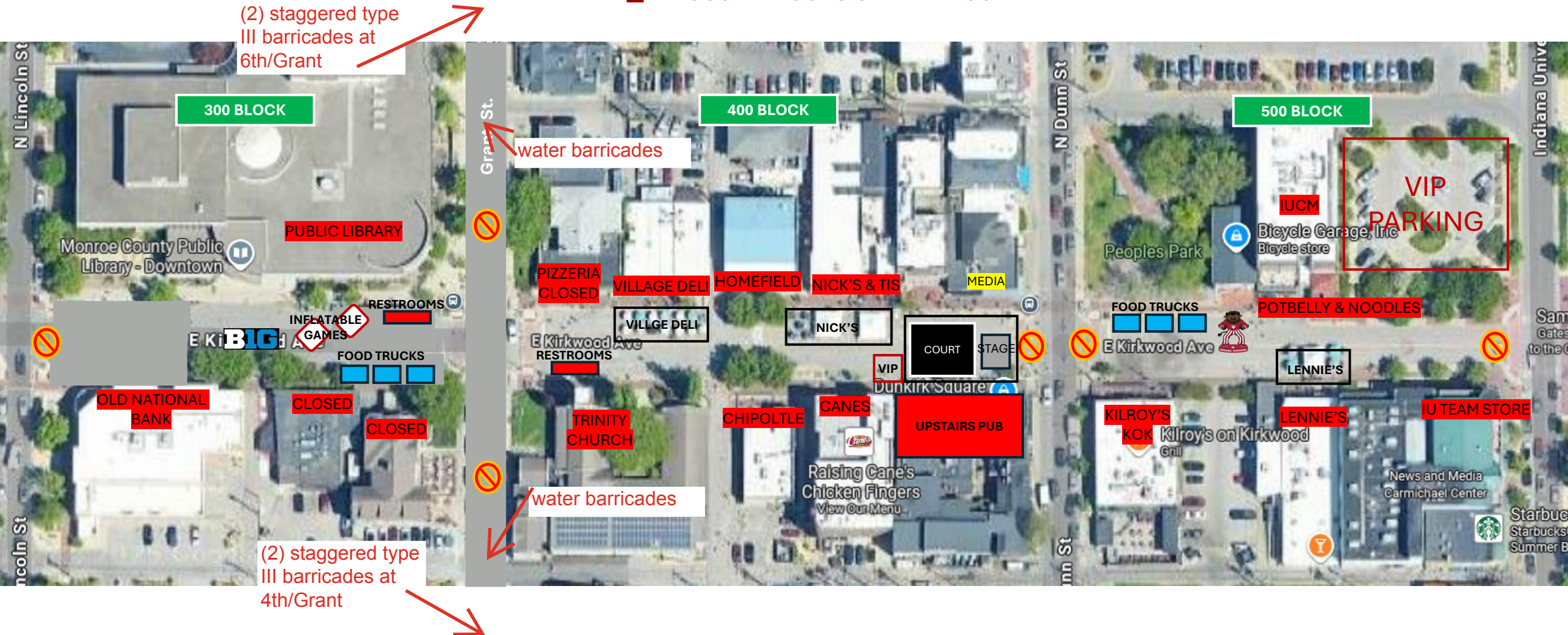
**When did you notify businesses/
residents impacted by the event?**

Insurance

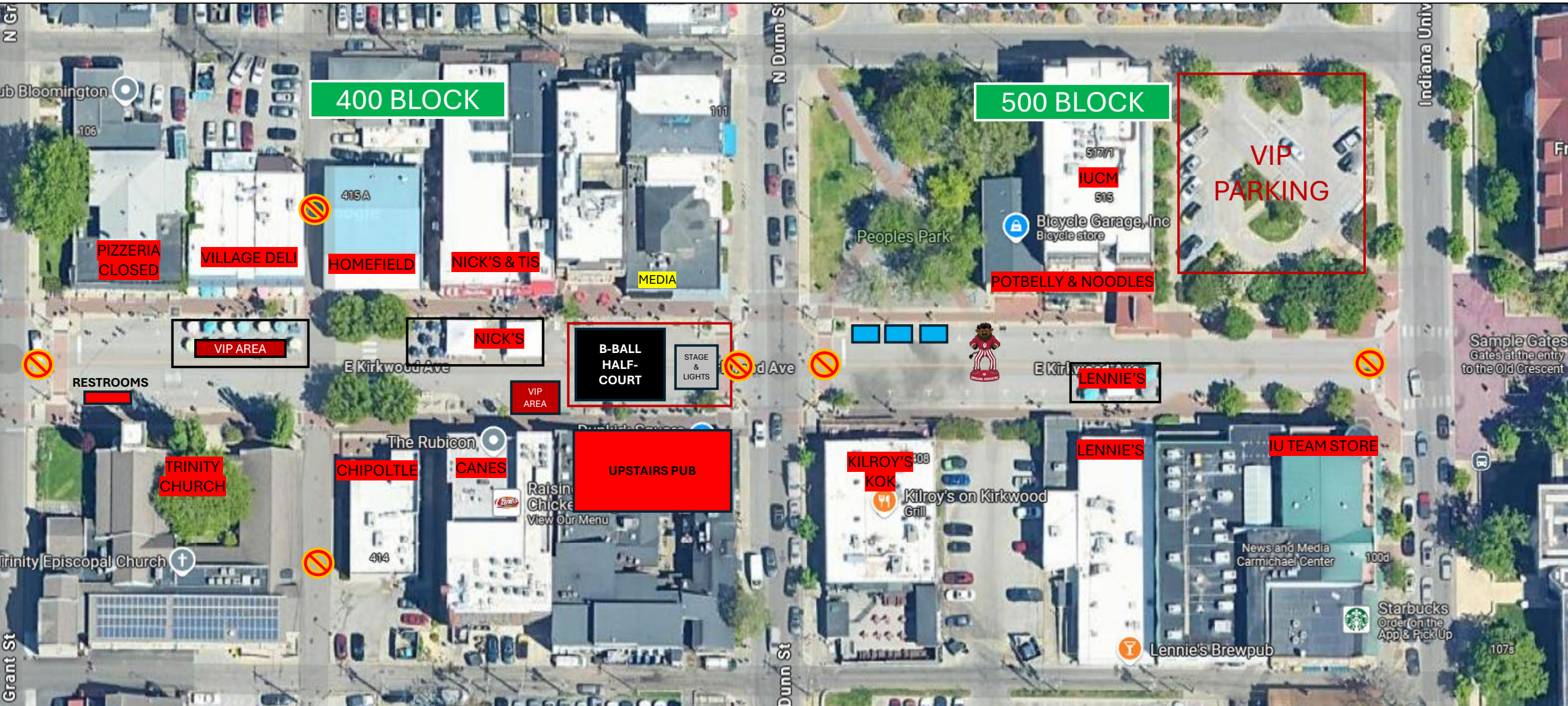
**Do you agree to submit Certificate of
Liability Insurance listing the City of
Bloomington as additional insured for
an amount no less than \$1,000,000
per occurrence and \$2,000,000 in the
aggregate at least 2 weeks prior to
your event or earlier?**

Yes

INDIANA BASKETBALL HOOSIER HOOPS ON KIRKWOOD



INDIANA BASKETBALL HOOSIER HOOPS ON KIRKWOOD





PUBLIC LIBRARY

**Monroe County Public
Library - Downtown**

RESTROOMS

INFLATABLE GAMES

FOOD TRUCKS

CLOSED

OLD NATIONAL
Old National BANK

Dave's Hot Chicken

Doner Kebab

CLOSED

**Soma Coffeehouse
and Juice Bar**

Event Date: October 2, 2025, from 8:00 p.m. – 10:00 p.m.

Event Set-Up Begins September 29, 2025, at 12:00 p.m.

- **Pre event set-up of event:** Setup of event will begin on Monday, September 29 at 12:00 p.m. on Kirkwood Ave between Dunn St and Grant St. Master Rental and IU Athletics will set up some initial equipment on these days.
- **Things being set up prior to the event:**

Day of event:

- **Road Closure:** IU Athletics will close Grant St to vehicular traffic beginning at 2:00 p.m. IU Athletics and Master Rental will provide Type III barricades. The City of Bloomington will provide water barrel barricades to help block traffic.
- **Set-Up:** Master Rental will install bike rack fencing along with other items not previously installed earlier in the week leading up to the event. IU Athletics and Master Rental will install beginning at roughly 10:00 a.m. on October 2. **Prater Flooring** will begin court installation at roughly 1:00 p.m. October 2. **All set up by IU Athletics and Vendors will be done by 5:00 p.m. on October 2.**
- **Food Trucks:** Food trucks led by Jordan Davis of Bloomington will arrive at roughly 6:00 p.m. and will be ready to serve by 7:00 p.m.
- Pre-event music will begin around 7:30 p.m. DJ Iman Tucker, IU Athletics resident DJ for Football and Basketball, will provide all prerecorded music.

Gates:

- The area of Kirkwood is obviously open to the public. IUPD and Allied Universal Security personnel will be stationed in various areas throughout the event space in particular crosswalks, VIP areas, court and stage area, among others.

Event:

- **IU Athletics will sponsor the event. Athletics may bring on additional financial partners for the event, some with existing partnership agreements with IU Athletics (i.e. Upstairs Pub, Nick's, and Kilroy's). The event program with players will start at 8:00 p.m. and last until 10:00 p.m. Specific programming (remarks by coaches, player introductions, basketball contests, etc.) for the event is TBD.**
- **At the conclusion of the event Thomas James Productions will launch aerial fireworks from Dunn Meadow on the campus of Indiana University. Thomas**

James Productions (TJP) is the sole pyrotechnic company utilized by Indiana University and IU Athletics. TJP works regularly with IU Athletics during the fall at all home football games.

Post-Event:

- The event will officially end by 10:00 p.m. DJ music will cease, programming on the half court and stage will end, some temporary lighting will be turned off, and teardown of the court, staging, etc. will begin. This should help signal to the crowd that the event is officially over, and that unless they are staying on Kirkwood, they should start disbursing. IUPD and Allied Universal will be asked to stay beyond the 10 p.m. end-time to assist with crowd disbursement and pedestrian flow.

Post-Event Teardown:

- **Prater Flooring:** Prater will have the half court removed from Kirkwood Ave by 2:00 a.m. on October 3, 2025.
- **Master Rental:** Master Rental will begin teardown at 10:30 p.m. and have everything removed including portable restrooms by 12:00 p.m. October 3.

RE: Notice of Public Meeting

Hello:

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in the Public Right Way for IU Basketball Hoops on Kirkwood! If you would like to comment on this event you can attend an upcoming Board of Public Works meeting. The schedule can be found at <https://bloomington.in.gov/boards/public-works>. To learn which meeting this specific event will be heard, please contact the Public Works Department at 812-349-3411 or email public.works@bloomington.in.gov.

Board of Public Works meetings are held virtually via Zoom and in-person in the City of Bloomington Council Chambers at City Hall, 401 N. Morton Street, Bloomington. Zoom information for the meeting can also be found at <https://bloomington.in.gov/boards/public-works> or you can call 812-349-3411 for Zoom information. The proposal for this event will be on file and may be examined in the Public Works office on Friday prior to the Tuesday meeting. If you would rather voice your opinion by phone you may call 812-349-3411 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

Petitioner: Carter Kincaid – Indiana University Athletic Department

Date: October 2, 2025

INDIANA

MEN'S & WOMEN'S BASKETBALL

SPECIAL EVENT

OCTOBER 2ND || 8 - 10 PM || KIRKWOOD AVE.

**IF YOU HAVE ANY QUESTIONS, PLEASE COME TO THE
BLOOMINGTON PUBLIC WORKS MEETING ON MONDAY,
SEPTEMBER 8TH AT BLOOMINGTON COUNCIL
CHAMBERS AT CITY HALL.**



Board of Public Works Staff Report

Project/Event: Fall 2025 Jill Behrman 5K
Petitioner/Representative: Jason Tucker-Ramer, Indiana University Recreational Sports
Staff Representative: Cassie Werne, Special Projects & Operations Manager
Date of Event: Saturday, November 1, 2025
Date of Board Meeting: Tuesday, September 9, 2025

Report:

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

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

- Route & Maintenance of Traffic Plan
- Timeline of event
- Emergency Action Plan
- Waste Management Plan
- Notification Letter
- Parade Permit is with BPD for review/approval

**CITY OF BLOOMINGTON
BOARD OF PUBLIC
WORKS RESOLUTION 2025-
069**

2025 FALL JILL BEHRMAN 5K

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, IU Recreational Sports (“Organizer”) is organizing the Jill Behrman 5k, and would like to close the streets indicated herein from 7:00 a.m. to 2:30 p.m. on November 1, 2025 in order to hold a special event: Jill Behrman 5K; 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 portions of Indiana Ave., E 7th St., Woodlawn Ave., E 10th St., N Fee Ln., E Law Ln., N Eagleson Ave., and N Sunrise Dr., 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 2:30 p.m. on November 1, 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 1, 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 11:00 a.m. and 1:30 p.m. on November 1, 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 1, 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, the Jill Behrman 5K, 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. Indiana University Recreational Sports, organizer for the Jill Behrman 5k 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 9th DAY OF September, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-069 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Signed by:

Don Lukes

Indiana University, Organizer

Date: 9/5/2025

Resolution 2025-069



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

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

City Permit #: SE2025-0030
Application Date: 8/12/2025

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

Jason Tucker-Ramer
1601 Law Lane
Bloomington IN 47408

Overview

Event Description

Jill Behrman 5K - Indiana University Recreational Sports is hosting the Jill Behrman Color the Campus 5k on November 1, 2025. This is a long-standing tradition for campus. It starts and finishes at the SRSC and uses campus and city streets and sidewalks.

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

11/1/2025 7am

Start - Date and Time

11/1/2025 11am

End - Date and Time

11/1/2025 1:30pm

Teardown - Date and Time

11/1/2025 2:30pm

Expected Number of Participants

750

Event Classification

For-Profit

Financial

Will you be charging admission?

Yes

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

\$35

The money raised helps to cover cost for the event and also to support the Jill Behrman Scholarship.

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) Checked

Metered Parking Space(s)

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

The route starts at the SRSC and travels west on Law Lane, south on Fee to 10th, cuts through the arboretum to 7th Street and over to Indiana. The route goes south on Indiana to Sample gates where the participants will go on sidewalks until reaching Ballentine and back around to 7th Street. They will then go east on 7th to Sunrise and go north up to 10th Street. On 10th they will travel west to Eagleson where they will go north to Law Lane and back to the start/finish line in front of the SRSC.

Street	To Street	From Street	Closing /Opening	Date
Law Lane	High Street	Eagleson	Closing	11/1/2025 7 AM

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.

Mike Grannan - Director of Risk Management
(812) 855-0244

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

Medical Emergencies Risk Management plan attached

Severe Weather Risk Management Plan attached

Fire/Evacuation

Lost or Missing Persons

Other

Have you arranged for security at your event? Yes

If yes, who will be providing security? IUPD

Waste

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

Rec Sports professional staff and volunteers

Will you have food vendor(s)? Yes

If yes, please name the food vendors: Buccetto's
Kroger

Will you have alcohol vendor(s)? No

If yes, please name the alcohol vendors:

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

Food waste
Drink Cups
Colored Powder

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

Professional staff members and volunteers will be on-site at water stations and color zones. Operations staff will sweep the course at the conclusion of the event.

What vendor will provide waste bins and collection service?

Indiana University

Will you be providing portable toilets?

Yes

If yes, how many portable toilets?

2

If yes, what company is providing the portable toilets?

Izzy's

Noise & Entertainment

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

Live Music

Recorded Music i.e. DJ, etc.

Loudspeaker

Checked

Other

Will the noise be amplified?

Yes

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

We will have a stage and amplified music in the loading dock area of the SRSC for a pre/post event party.

What will be the power source for equipment?

Describe any other electrical needs:

Have you notified businesses/residents impacted by your event?

No

Which businesses/residents have been notified?

Businesses on Indiana Ave between 4th and 7th will be notified.

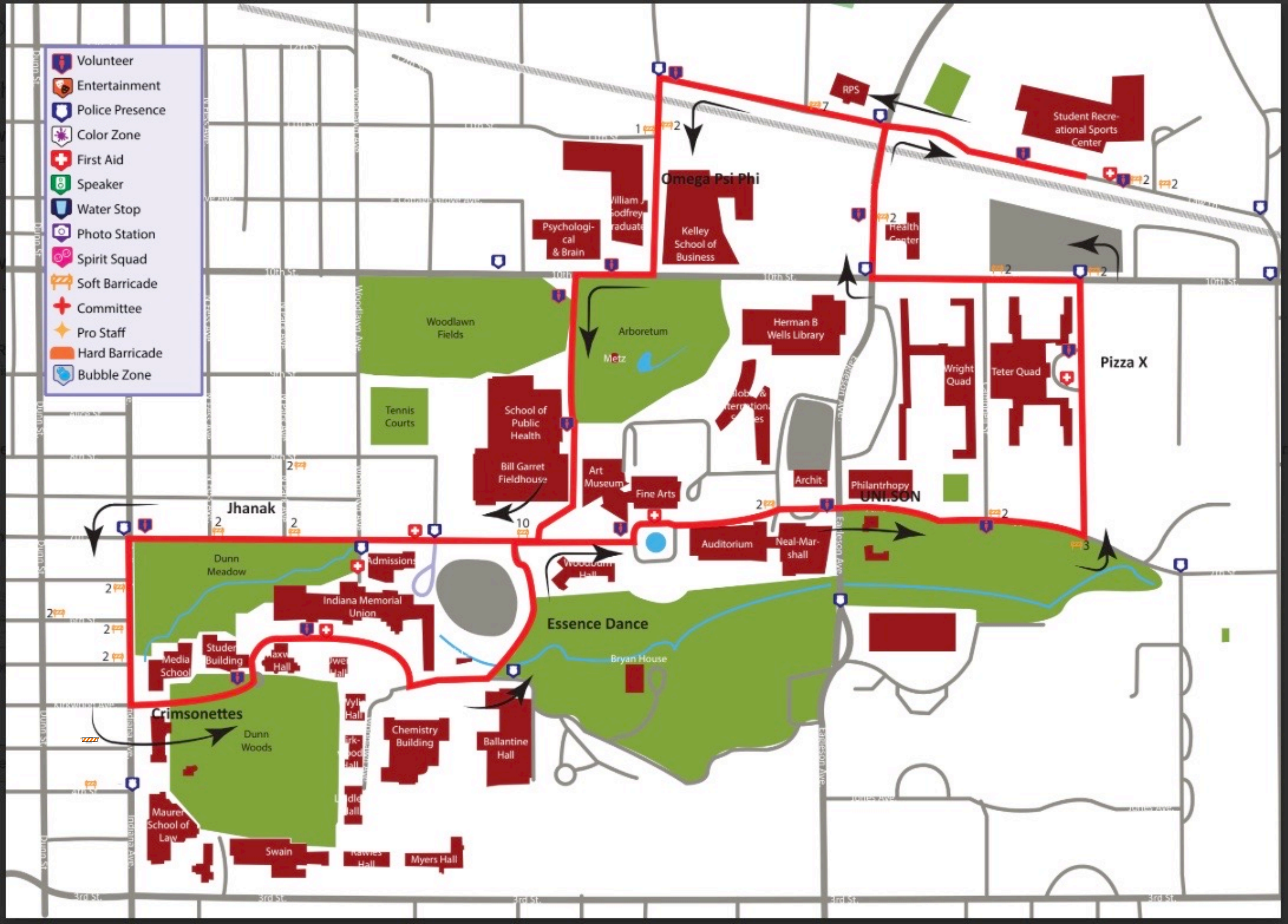
When did you notify businesses/residents impacted by the event?

Insurance

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

Yes

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



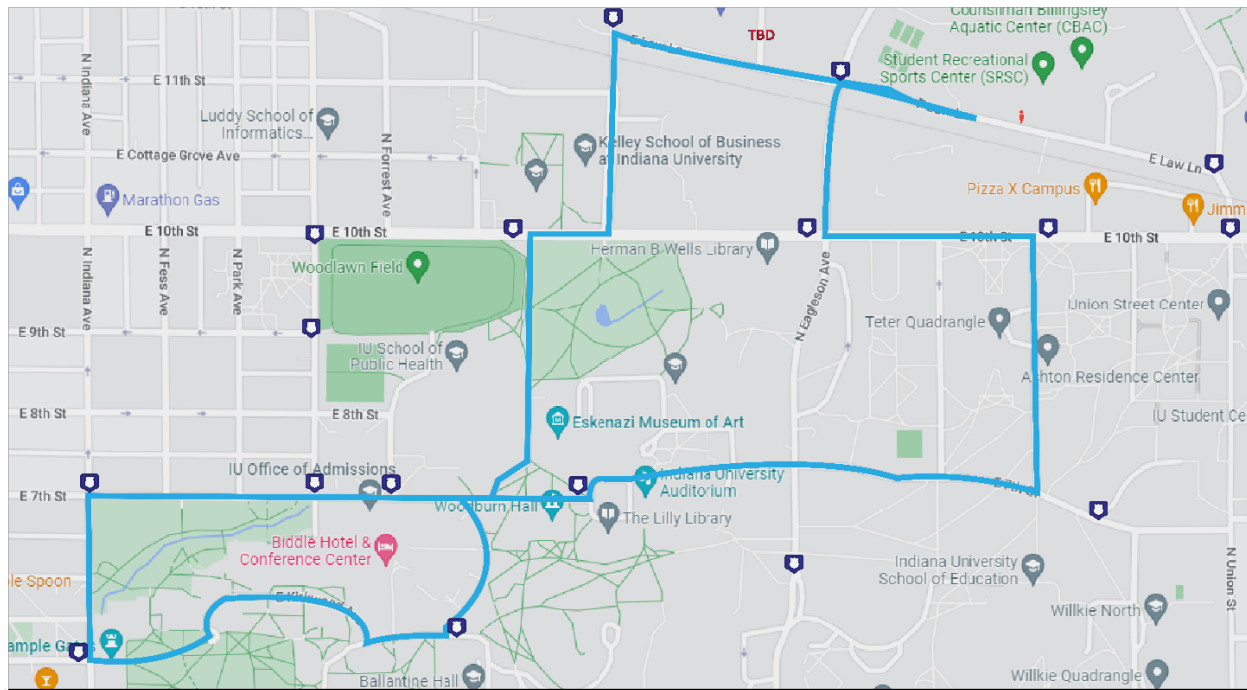
Hello,

On Saturday November 1, 2025, Indiana University Campus Recreational Sports will be hosting the Jill Behrman 5K Color the Campus Event that was first established in 2000. We are expecting around 750 participants and volunteers at this event, which will start at 11:00 am and end at approximately 1:00 pm. The race route starts at the Student Recreational Sports Center (SRSC) on Law Lane and winds through central campus and back to the SRSC.

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

Please feel free to contact Jason Tucker-Ramer at jtuckerr@iu.edu or 812-856-0296 if you have any questions.

Best,
The JB5K Steering Committee



The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in the Public Right Way for Jill Behrman 5k. If you would like to comment on this event you can attend an upcoming Board of Public Works meeting. The schedule can be found at <https://bloomington.in.gov/boards/public-works>. To learn which meeting this specific event will be heard, please contact the Public Works Department at 812-349-3411 or email public.works@bloomington.in.gov.

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for the meeting can also be found at <https://bloomington.in.gov/boards/public-works> or you can call 812-349-3411 for Zoom information. The proposal for this event will be on file and may be examined in the Public Works office on Friday prior to the Tuesday meeting. If you would rather voice your opinion by phone you may call 812-349-3411 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

Petitioner: Jason Tucker-Ramer

Date: August 28, 2025

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

Event: JB5K Color the Campus

Event Date: Saturday, April 5, 2025

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

Overview

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

Notifications

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

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

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

Sample email:

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

Dear [],

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

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

Please let us know if you have any questions.

Best,

Emergency Response

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

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

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

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

IMPORTANT SAFETY INFORMATION

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

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

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

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

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

Communication

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

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

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

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

Inclement Weather Plan

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

Monitoring of Weather Conditions

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

Rain Rates

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

Communication

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

Race Route

Prior to the start of the event

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

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

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

In the event of weather that requires event stoppage

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

Markey's Sound and Stage Weather Decision Matrix

WEATHER DECISION MATRIX

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

Old Crescent Insurance Company / Indiana University

Certificate of Insurance

Insured

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

08/14/2025 Certificate 9370

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

Insurers Affording Coverage

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

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

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

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

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

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

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

Certificate Holder:
City of Bloomington
401 N. Morton Street
BLOOMINGTON IN 47404

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

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

Effective dates: 10/31/2025 — 11/02/2025

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: Rec Sports Indiana University
1601 Law Lane, Bloomington, IN 47408

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

Information regarding proposed parade:

Date: 11/1/2025

Time of commencement: 11am

Expected duration: 2 hours | 3 hours Law Lane by SRSC

Proposed route of Parade - commencement point, route, ending point:

Law Lane, Fee Lane, 10th Street, Path to 7th, Indiana
to Sample Gates, Kirkwood, Forrest, 7th, Sunrise, 10th, Eaglesen, Law Lane

Expected number of participants: 750

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

Fun run/walk color run

Traffic control shall be supplied by IUPD

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

Barricades placed at 7th/Indiana and 4th/Indiana

Map is attached.

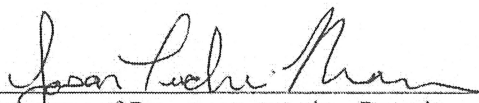
NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

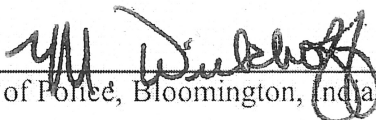
IUPD, Will Keaton

Confirmation received from Law Enforcement agency providing parade route traffic control: 8/12/25 (date).


Signature of Person requesting Permit

Permit Granted ✓

Permit Denied _____


Chief of Police, Bloomington, Indiana

9/2/25
Date

Action taken by Police Department:

The permit is granted _____, with the following conditions:

The permit is denied _____
For the following reasons:



Board of Public Works Staff Report

Project/Event: Memorandum of Understanding between the Board of Public Works, Redevelopment Commission and the Southeast Chapter of the American Red Cross Indiana Region

Petitioner/Representative: Public Works, Facilities

Staff Representative: Miranda Beaver

Date of Board Meeting: September 9, 2025

Report: This Memorandum of Understanding (MOU) between the Board of Public Works, Redevelopment Commission and the Southeast Chapter of the American Red Cross Indiana Region arises out of the collective desire to allow the Red Cross to conduct community blood drives in portions of the Showers Building and possibly other designated locations, owned and operated by the BPW and/or the RDC. This agreement outlines the terms of using City property and sets forth liability responsibility and restrictions for the use of space. This MOU was presented to the Redevelopment Commission on September 2, 2025 and was approved. Staff asks that the Board approve this MOU.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
CITY OF BLOOMINGTON THROUGH ITS BOARD OF PUBLIC WORKS
AND ITS REDEVELOPMENT COMMISSION
AND
THE SOUTHEAST CHAPTER OF THE
AMERICAN RED CROSS INDIANA REGION**

This Memorandum of Understanding ("MOU") is entered into by and between the City of Bloomington, through its Board of Public Works ("BPW") and its Redevelopment Commission ("RDC," and collectively the "City"), and the Southeast Chapter of the American Red Cross Indiana Region ("Red Cross"), (collectively the "Parties"), and arises out of the collective desire to allow the Red Cross to conduct community blood drives in portions of the Showers Building, and possibly other designated locations, owned or operated by the BPW and/or RDC ("City Property").

NOW, THEREFORE, the Parties agree as follows:

1. The Red Cross may use certain designated areas of City Property for the purpose of running community blood drives. Such areas will be designated by the City and may change from time to time at the City's discretion.
2. The Red Cross will communicate with the Public Works Department, as the representative of the City, for scheduling, locations, and other details of community blood drives to be held on City Property.
3. The Public Works Department and the Red Cross will each specify a contact(s) for a particular drive.
4. The City may make certain restrictions or certain requirements unique to the designated areas. As an example, food and beverages (other than water) are not allowed in City Council Chambers. A list of expectations for the designated space will be provided by the City.
5. All set-up or tear-down requirements for any blood drive shall be completed at the sole expense and effort of the Red Cross. The Red Cross may re-arrange tables and chairs with the permission of the City. After the event, the Red Cross shall return the space to the

manner in which it was originally arranged. As an example, City Council Chambers must have all tables and chairs returned to their original position.

6. The Red Cross shall provide signage and, when necessary, a greeter to direct donors so that the operations of the City are not impeded.
7. The Red Cross shall be responsible for ensuring no bloodborne pathogens, medical waste, hazardous materials, or general waste materials remain on City Property and must immediately remediate any release/spillage of hazardous or parthenogenic materials or substances that occur on City Property. The Red Cross shall notify the City immediately if such a release occurs. Upon completion of the blood drive, the Red Cross shall properly sanitize all surfaces of chairs, tables, or other materials, whatsoever, which may have come into contact with hazardous or parthenogenic materials or substances.
8. The Red Cross shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all legal liabilities for claims, actions, causes of action, demands, damages, losses, judgments, and liens relating to or arising out of any bodily injuries, death or tangible property damage, but only to the extent of the negligent, reckless, or intentional acts or omission of the Red Cross and/or any of its officers, agents, officials, employees, volunteers, or subcontractors (collectively "Red Cross Agents"). Such indemnity shall include reasonable attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith.
9. The Red Cross shall maintain commercial general liability insurance in the following amounts: \$1,000,000 for each occurrence; \$1,000,000 for personal injury and advertising injury; and \$2,000,000 general aggregate. All 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 and the RDC, which includes its officers, employees and agents, as additional insured. Such policies shall stipulate that the insurance will operate as primary insurance for all Red Cross Agents.
10. This MOU shall remain in effect until December 31, 2026. However, either Party may terminate this MOU at any time with seven (7) days' notice to the other Party. Further, should circumstances outside the control of the City, or an unexpected critical need arise, the City may cancel a particular blood drive up until and including the start of said drive.
11. Neither the City nor the Red Cross may assign any rights or duties under this MOU without the prior written consent of the other party. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than the Parties.

12. This MOU shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this MOU shall be in the the nearest Federal Court, in or around Monroe County, Indiana.

IN WITNESS WHEREOF, the Parties to this MOU have hereunto set their hands.

**CITY OF BLOOMINGTON AND
REDEVELOPMENT COMMISSION**

**SOUTHEAST CHAPTER OF THE
AMERICAN RED CROSS INDIANA
REGION**

BY:

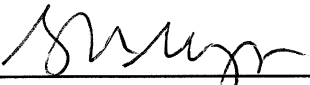
BY:

Kayla Cox-Deckard, Chair DATED
Bloomington Board of Public Works

(Name Signed) DATED

Margie Rice, Corporation Counsel DATED
City of Bloomington

(Name Printed)

 09/02/2025

Deborah Myerson, President DATED
Bloomington Redevelopment Commission

(Title)



Board of Public Works Staff Report

Project/Event: Approve Memorandum of Understanding between the Board of Public Works and Bloomington Transit Regarding the West 2nd Street Project

Petitioner/Representative: Engineering Department

Staff Representative: Kendall Knoke, Project Engineer

Date: 09/09/2025

Report:

The West 2nd Street Modernization and Safety Improvement Project consists of various improvements to West 2nd Street between the B-Line Trail and South Walker Street including bike lanes, signal replacement, drainage improvements, new sidewalks and curb ramps, lighting, and other associated work. This project has been prioritized for federal funding participation for preliminary engineering and construction. The local funding portion comes from a 2022 Parks GO bond. Utility relocations will happen throughout the rest of 2025 and continue into 2026.

This project includes bus stop infrastructure that was improved at the request of Bloomington Transit. Approval of this MOU allows BT to provide a \$300,000 contribution to the project to offset the cost of these upgraded bus stops. Funding for this project includes \$4,638,288 in federal funds and an estimated \$3,105,419 in local funds (which would be partially offset by this contribution if this MOU is approved). (Funding for the local match comes from a 2022 Parks GO Bond 4665-18-180000-54511)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON ENGINEERING DEPARTMENT
AND THE BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
FOR CONTRIBUTION OF CONSTRUCTION FEES RELATED TO THE
WEST 2ND STREET MODERNIZATION AND SAFETY IMPROVEMENT PROJECT**

WHEREAS, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established an Engineering Department (“Engineering”) which acts by and through the City’s Board of Public Works (“BPW”) and, pursuant to statutory authority set out in Indiana Code Section 36-9-4-10, has established the Bloomington Public Transportation Corporation (“BT”) which acts by and through its Board of Directors;

WHEREAS, Engineering is engaged in the design of roadway, bicycle lane, sidewalk, curb ramp, traffic signal, intersection, bus stop, storm sewer, street lighting, landscaping, and other various improvements to West 2nd Street between South Patterson Drive and South Walnut Street within the incorporated limits of the City (“Project”); and,

WHEREAS, as part of the Project, Engineering and BT have coordinated on the design of six accessible bus stops that will serve current and future BT bus routes; and,

WHEREAS, at BT’s request, Engineering has improved the design of four of the bus stops to provide accessible, level-boarding bus stops that better accommodate transit riders with various mobility needs as well as accommodate future Bus Rapid Transit bus routes and associated infrastructure; and,

WHEREAS, the City intends to construct the Project at an estimated cost of \$7,001,006.30; and,

WHEREAS, a portion of the construction cost may be eligible for federal funding through the Surface Transportation Block Grant Program, Transportation Alternatives Program, Carbon Reduction Program, Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation Program, and Highway Safety Improvement Program estimated at a total amount of \$4,112,496.00; and,

WHEREAS, the City intends to fund the remainder of the project from local funding sources (“Local Match”); and,

WHEREAS, the Local Match must be paid to the Indiana Department of Transportation on or near the Project’s letting date currently scheduled for September 10, 2025; and,

WHEREAS, BT agrees that the bus stops constructed as part of the Project provide a benefit to BT and to its transit users.

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

1. BT affirms its support of the Project and shall provide \$300,000 to the City to help offset the construction costs associated with the Project. Engineering shall apply the funds directly to the local portion of the total construction costs associated with the Project without regard to the actual costs of the bus stops and associated infrastructure.
2. BT shall provide this funding to the City Office of the Controller by September 10, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this *Memorandum of Understanding* which shall become effective as of the date last entered below.

**BLOOMINGTON PUBLIC
TRANSPORTATION CORPORATION
BOARD OF DIRECTORS**

BOARD OF PUBLIC WORKS

James McLary, Chair Date

Kyla Cox Deckard, President Date

Kent McDaniel, Vice Chair Date

Elizabeth Karon, Vice President Date

Attest:

James Roach, Secretary Date

John Connell, General Manager Date

CITY OF BLOOMINGTON



Board of Public Works Staff Report

Project/Event: Acceptance of Right of Way from Catalent on S. Rogers St.
Petitioner/Representative: Bill Riggert, BJRC
Staff Representative: [Maria McCormick](#)
Date: September 9, 2025

Report:

Due to a readjustment of lot lines Catalent is dedicating 0.03 acres of new right-of-way from parcel 53-08-08-100-009.00-009. Please accept this dedication of right-of-way as shown in Exhibits A & B in the Right of Way Deed.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Tax Parcel No.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RIGHT OF WAY DEED

CATALENT INDIANA, LLC, an Indiana limited liability company ("**Grantor**") hereby CONVEYS and WARRANTS (with limited warranty) to the **CITY OF BLOOMINGTON, INDIANA** ("**Grantee**") for the sum of Zero and no/100 Dollars (\$0.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the real estate described on **Exhibit A** and **Exhibit B** each of which is incorporated herein by reference (the "**Real Estate**") together with all rights and privileges appurtenant thereto and all buildings, structures and fixtures located thereon, together with easements, if any, benefitting the Real Estate. **This transfer is made in connection with certain lot line adjustments. No monetary consideration has been exchanged in connection with this transfer; and the transfer is consequently exempt from filing a Sales Disclosure Form under Ind. Code Sec. 6-1.1-5.5**

The Real Estate is conveyed in its current as-is condition subject to real estate taxes not yet due and payable; all matters that would be revealed by an accurate survey or inspection; the provisions of all applicable laws, rules and regulations, including applicable subdivision control laws; all public streets and rights of way; and any and all easements, conditions, restrictions and other matters of record.

Grantor covenants and warrants that, except as noted above, the Real Estate is free of any encumbrance made or suffered by Grantor; and that Grantor shall warrant and defend Grantee against any breach of this deed by the lawful claims and demands of all persons claiming by, through, or under the Grantor, but against none other.

The Grantor hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor, or any successors in title to the abutting lands owned the Grantor, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor and all successors and assigns.

The undersigned person(s) executing this deed on behalf of Grantor represents and certifies that he is a duly authorized representative of Grantor and is fully empowered to execute and deliver this deed; that Grantor has full authority to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

Grantee mailing address for Right of Way Deed and tax statements/notices:

City of Bloomington, Indiana
401 N Morton Street
Bloomington, Indiana 47404
Attn: Clerk-Treasurer

IN WITNESS WHEREOF, Grantor has caused this Right of Way Deed to be executed this ____ day of _____, 2025.

“Grantor”

CATALENT INDIANA, LLC

By: _____

Its: _____

Dated: _____

STATE OF)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of CATALENT INDIANA, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Right of Way Deed for and on behalf of said company.

Witness my hand and Notarial Seal this ____ day of _____, 2025.

_____, Notary Public
Residing in _____ County, ____

My Commission Expires:

CITY OF BLOOMINGTON
ACCEPTANCE OF DEDICATION AND DEED OF PUBLIC RIGHT-OF-WAY

WHEREAS, Grantor has executed in favor of the City of Bloomington, Indiana (“**City**”) the foregoing Right of Way Deed (“**Deed**”) to which this instrument of acceptance is attached, and which Deed conveys certain real property (the “**Real Estate**”) for the purpose of extending the City’s existing right-of-way for South Rogers Street;

AND WHEREAS, the City desires to accept such fee simple conveyance of the Real Estate as a public right-of-way to be maintained by the City.

NOW THEREFORE, the City hereby accepts said Deed, and consents to the Deed being recorded by the Grantor in the Recorder’s Office of Monroe County, Indiana.

CITY OF BLOOMINGTON, INDIANA

By: _____
_____, President

ATTEST:

_____, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, as President of the City of Bloomington, who having been duly sworn upon his oath acknowledged the execution of the foregoing Right of Way Deed for and on behalf of said _____.

Witness my hand and Notarial Seal this ____ day of _____, 2025.

My Commission Expires:

Notary Public Residing in _____ County

(Printed Signature)

This instrument was prepared by James W. Tuesley, Attorney at Law, BARNES & THORNBURG LLP, 201 S. Main St., Suite 400, South Bend, Indiana 46601.

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. James W. Tuesley

Exhibit A

Legal Description

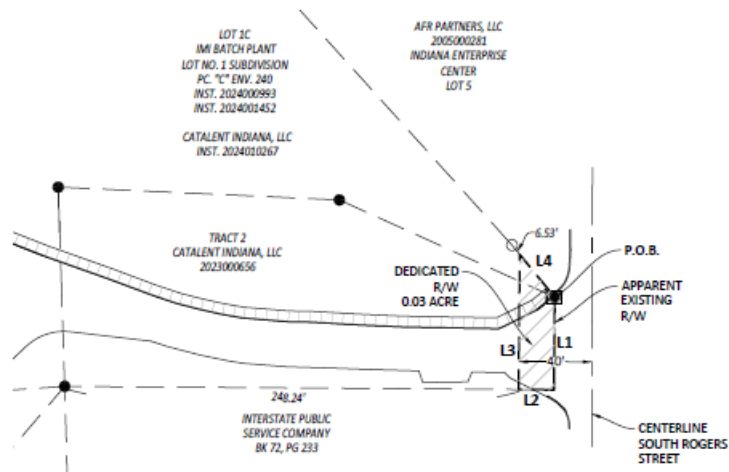
A part of Lot 1C of the IMI Batch Plant Lot No. 1 Subdivision, as recorded in Plat Cabinet C, Envelope 240 and as shown on an Original Survey recorded as Instrument Number 2024000993, as corrected and clarified per affidavit recorded as Instrument Number 2024001452 and a part of Tract 2 as described in Instrument Number 2023000656 in the office of the Monroe County Recorder, as shown on a Right of Way Exhibit prepared by Christopher L. Porter LS21200022, Bledsoe Riggert Cooper & James, Inc. Job Number 11122, certified March 15, 2024, described as follows:

BEGINNING at a mag nail marking the southeast corner of Lot 1C of the IMI Batch Plant Lot No. 1 Subdivision, as recorded in Plat Cabinet C, Envelope 240 and as shown on an Original Survey recorded as Instrument Number 2024000993, as corrected and clarified per affidavit recorded as Instrument Number 2024001452, said point also being the northeast corner of Tract 2 as described in Instrument Number 2023000656 in the office of the Monroe County Recorder; thence along the east line of said Tract 2 SOUTH 00 degrees 23 minutes 22 seconds WEST a distance of 50.64 feet to the southeast corner of said Tract 2; thence leaving said east line and along the south line of said Tract 2 NORTH 89 degrees 36 minutes 02 seconds WEST a distance of 19.34 feet; thence leaving said south line NORTH 00 degrees 23 minutes 22 seconds EAST a distance of 73.90 feet to a point on the north line of said Lot 1C, said point being SOUTH 39 degrees 21 minutes 05 seconds EAST a distance of 6.53 feet from a 5/8-inch rebar; thence along said north line SOUTH 39 degrees 21 minutes 05 seconds EAST a distance of 30.25 feet to the point of beginning and containing 0.03 acre, more or less.

Exhibit B Depiction of Real Estate



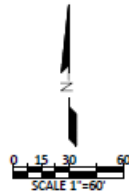
RIGHT OF WAY EXHIBIT
A PART OF THE NORTHEAST QUARTER OF
SECTION 8, T8N, R1W MONROE CO., INDIANA
JOB No. 11122
Owner's Name: CATALENT INDIANA, LLC
INST. 2023000656 &
INST. 2024010267



LINE	BEARING	DISTANCE
L1	S 00°23'22" W	50.64'
L2	N 89°36'02" W	19.34'
L3	N 00°23'22" E	73.90'
L4	S 39°21'05" E	30.25'

LEGEND

- FD REBAR
- BRCJ REBAR
- MAG NAIL
- ▨ DEDICATED R/W



NOTES:

- 1) FIELD WORK COMPLETED SEPTEMBER 18, 2023.
- 2) BASIS OF BEARINGS: INDIANA STATE PLANE COORDINATE SYSTEM, WEST ZONE, U.S. SURVEY FEET.
- 3) SEE BLEDSOE RIGGERT COOPER JAMES, INC. SURVEY RECORDED AS INSTRUMENT NUMBER 2022012961, INSTRUMENT NUMBER 2024000993, AS CORRECTED AND CLARIFIED BY AFFIDAVIT RECORDED AS INSTRUMENT NUMBER 2024001452 FOR BOUNDARY LINE INFORMATION.
- 4) THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT.

SHEET 2 OF 2

S:\job\11100-11199\11122 CATALENT IMI PLAT AMENDMENT\DRAW\CARLSON\11122_ROW EXHIBIT_8-31-23.dwg
Bloomington • Bedford • Peoli
1561 West Tapp Road • Bloomington, Indiana 47403 • ph 812.336.8277

BRCJcivil.com



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: September 9, 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: N Adams St between W 7th St and W 10th St**
Fixture: Two (2) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$13.18
2. **Location: N Monroe St and W Cottage Grove Ave**
Fixture: Three (3) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$19.77
3. **Location: N Blair Ave between W 11th St and Christian Center Dr**
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36
4. **Location: W 6th St between N Ritter St and B-Line Trail**
Fixture: Seven (7) 50W LED Roadway fixtures mounted on existing poles
Fixture: Two (2) 110W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$64.09
5. **Location: W Patterson Dr between W 2nd St and W 1st St**
Fixture: Two (2) 220W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$27.20



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: September 9, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at N Adams St between W 7th St and W 10th St

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>	1/1/2048
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-736
Due Date For Signature:	September 9, 2025
Expiration Date of Contract:	10 yrs (12/31/2037)
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
Contract Compliance EEO (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: N Adams St between W 7th St and W 10th St
Fixture: Two (2) 50W LED Roadway fixtures mounted on exiting poles
Estimated Monthly Charge: \$13.18

Note: Duke has, via email, refused to execute the statutorily required E-Verify, Non-Collusion, and Non-Discrimination provisions.

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)

☐ Request for Quote (RFQ)	☐ Request for Proposal (RFP)	☒ Sole Source	☐ Not Applicable (NA)
☐ Invitation to Bid (ITB)	☐ Request for Qualifications (RFQu)	☐ Emergency Purchase	

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

	Yes	No		Yes	No
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)	☐	☐
Met city requirements?	☒	☐			
Met item or need requirements?	☒	☐			
Was an evaluation team used?	☐	☒			
Was scoring grid used?	☐	☒			
Were vendor presentations requested?	☐	☒			

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

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:

56903293

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	\$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	2	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

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

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

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

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

LIGHTING LAYOUT DESIGN DISCLAIMER

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

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are 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.

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	☐ 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	☐ Customer	☐ (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.

**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
☐	Exterior LED fixture	☐ replacing up to 175 lamp wattage HID fixture	\$30/fixture		
☐	Exterior LED fixture	☐ replacing 176-250 lamp wattage HID fixture	\$50/fixture		
☐	Exterior LED fixture	☐ replacing 251-400 lamp wattage HID fixture	\$75/fixture		
☐	Exterior LED fixture	☐ > 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 6 of 19

Date Exported: 3/4/2025

NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCCELL

56903293

WATTS

- 50
- <all other values>

☐ GRID

A map of a portion of a city grid with a 5x5 grid of squares overlaid. The squares are labeled A1 through E5. Square C2 is highlighted with a red border. The map shows streets and landmarks such as Crescent Bend, Crestmo, Proctor Hill, Prospect Hill, West Pointe, McDoel Gardens, and Bloomington.



**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

56903293

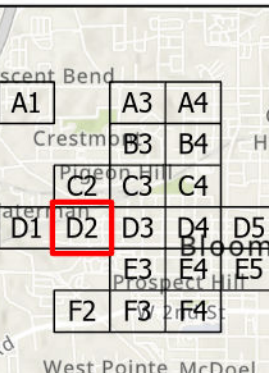
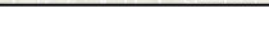
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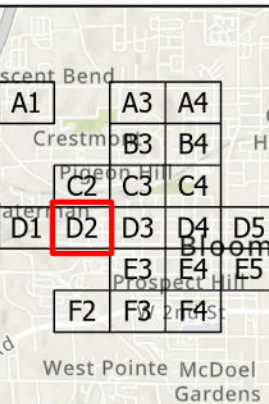
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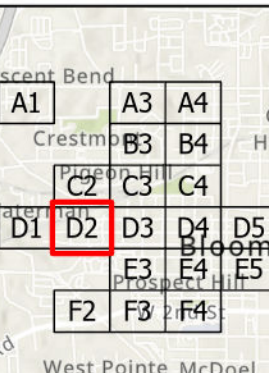
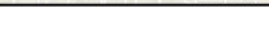
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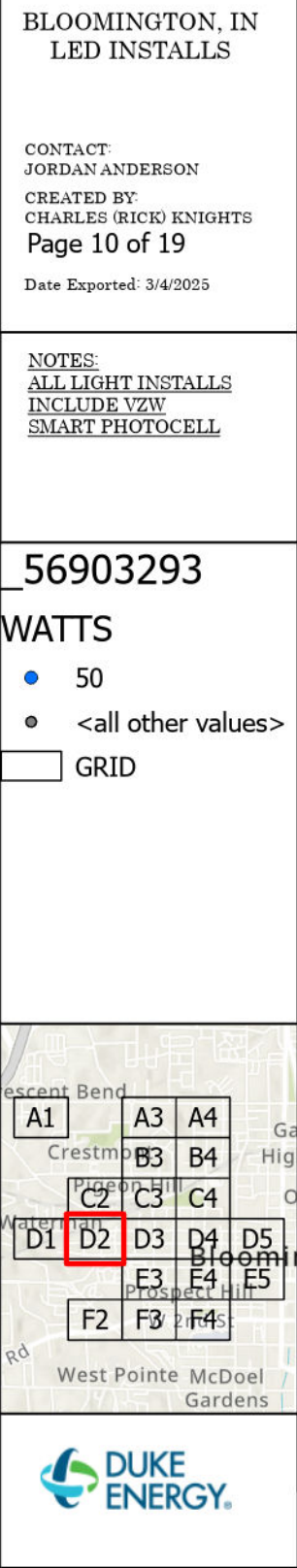
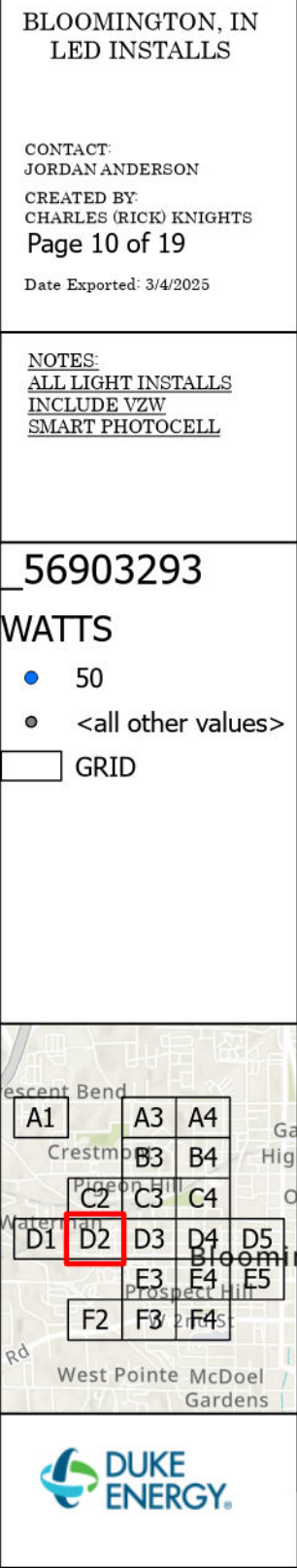
A map of a portion of the Washington, D.C. area, showing a grid of 25 numbered locations (A1 through E5). The grid is overlaid on a map with street names like 'Resident Bend', 'Crestmo', 'Pigeon Hill', 'Waterfall', 'Prospect Hill', 'West Pointe', 'McDoel Gardens', and 'Bloomi'. The cell D2 is highlighted with a red border.

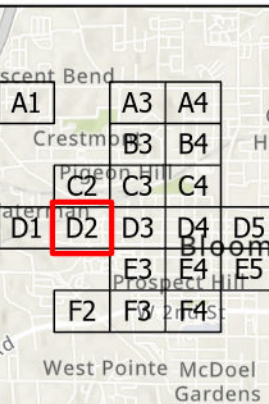


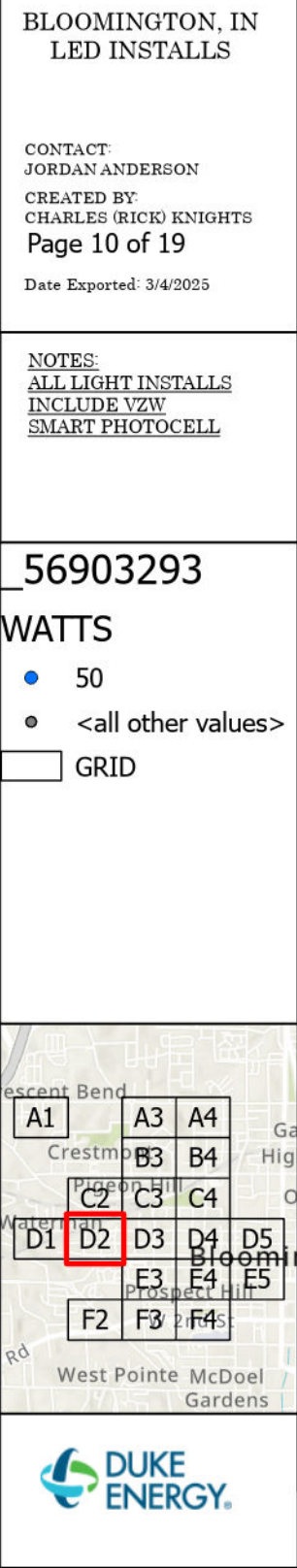
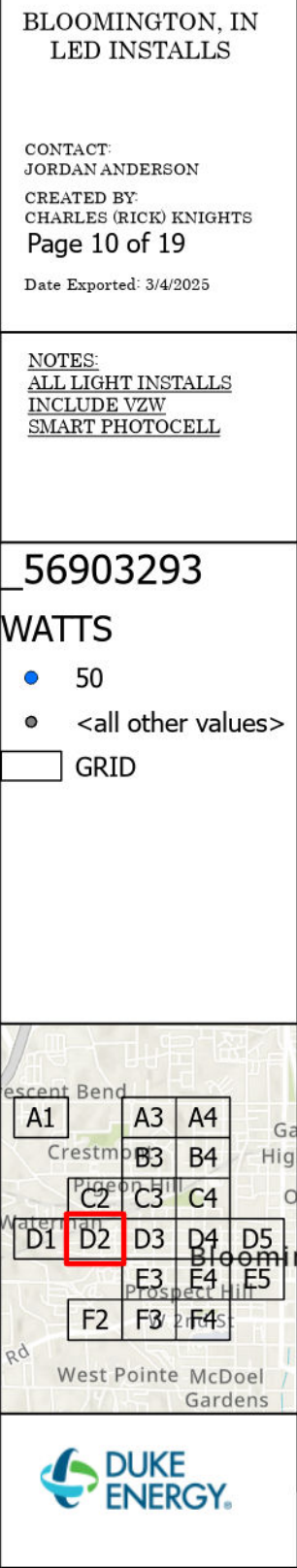
BLOOMINGTON, IN LED INSTALLS	
CONTACT: JORDAN ANDERSON	
CREATED BY: CHARLES (RICK) KNIGHTS	
Page 10 of 19	
Date Exported: 3/4/2025	
<u>NOTES:</u> <u>ALL LIGHT INSTALLS</u> <u>INCLUDE VZW</u> <u>SMART PHOTOCCELL</u>	
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WATTS	
☒	50
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	GRID
 The map shows a portion of Bloomington, Indiana, with streets like Crescent Bend, Crestmoor, Pigeon Hill, Waterfall, Prospect Hill, West Pointe, McDowell Gardens, and Gauley Bridge visible. A grid of 25 cells (A1-E5 by 1-5) is overlaid on the map. Cell D2 is highlighted with a red border.	
	

BLOOMINGTON, IN LED INSTALLS	
CONTACT: JORDAN ANDERSON	
CREATED BY: CHARLES (RICK) KNIGHTS	
Page 10 of 19	
Date Exported: 3/4/2025	
<u>NOTES:</u> <u>ALL LIGHT INSTALLS</u> <u>INCLUDE VZW</u> <u>SMART PHOTOCCELL</u>	
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Page 10 of 19	
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 The map shows a portion of Bloomington, Indiana, with streets like Crescent Bend, Crestmoor, Pigeon Hill, Waterfall, Prospect Hill, West Pointe, McDowell Gardens, and Gauley Ridge visible. A grid of 25 cells (A1-F5) is overlaid on the map. Cell D2 is highlighted with a red border.	
	



BLOOMINGTON, IN LED INSTALLS	
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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: September 9, 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: N Adams St between W 7th St and W 10th St**
Fixture: Two (2) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$13.18
2. **Location: N Monroe St and W Cottage Grove Ave**
Fixture: Three (3) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$19.77
3. **Location: N Blair Ave between W 11th St and Christian Center Dr**
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36
4. **Location: W 6th St between N Ritter St and B-Line Trail**
Fixture: Seven (7) 50W LED Roadway fixtures mounted on existing poles
Fixture: Two (2) 110W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$64.09
5. **Location: W Patterson Dr between W 2nd St and W 1st St**
Fixture: Two (2) 220W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$27.20



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: September 9, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at N Monroe Street and W Cottage Grove Avenue

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>	1/1/2048
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-737
Due Date For Signature:	September 9, 2025
Expiration Date of Contract:	12/31/2037
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$ 19.77
Funding Source:	2202-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Contract Compliance EEO (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: N Monroe St and W Cottage Grove Ave

Fixture: Three (3) 50W LED Roadway fixtures mounted on existing poles

Estimated Monthly Charge: \$19.77

Note: Duke has, via email, refused to execute the statutorily required E-Verify, Non-Collusion, and Non-Discrimination provisions.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$ 19.77 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)

☐ Request for Quote (RFQ)	☐ Request for Proposal (RFP)	☒ Sole Source	☐ Not Applicable (NA)
☐ Invitation to Bid (ITB)	☐ Request for Qualifications (RFQu)	☐ Emergency Purchase	

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

	Yes	No		Yes	No
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)	☐	☐
Met city requirements?	☒	☐			
Met item or need requirements?	☒	☐			
Was an evaluation team used?	☐	☒			
Was scoring grid used?	☐	☒			
Were vendor presentations requested?	☐	☒			

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

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:

56859912

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	\$19.77	\$0.00	\$0.00	\$2,372.40	\$19.77

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	3	Light Fixture Roadway LED 50W Gray Type III 3000K	\$3.06	\$2.31	\$1.22	\$6.59	\$19.77
		Subtotals:	\$0	\$0	\$0		
		Estimated Monthly Charge					\$19.77

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

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

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

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

LIGHTING LAYOUT DESIGN DISCLAIMER

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

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are 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.

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	

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

**Attachment 1 to Exhibit C****1. Contact Information**

Duke Energy Customer					
Customer Company Name ¹		Contact Name	☐ 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	☐ Customer	☐ (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.

**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
☐	Exterior LED fixture	☐ replacing up to 175 lamp wattage HID fixture	\$30/fixture		
☐	Exterior LED fixture	☐ replacing 176-250 lamp wattage HID fixture	\$50/fixture		
☐	Exterior LED fixture	☐ replacing 251-400 lamp wattage HID fixture	\$75/fixture		
☐	Exterior LED fixture	☐ > 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 7 of 19

Date Exported: 3/4/2025

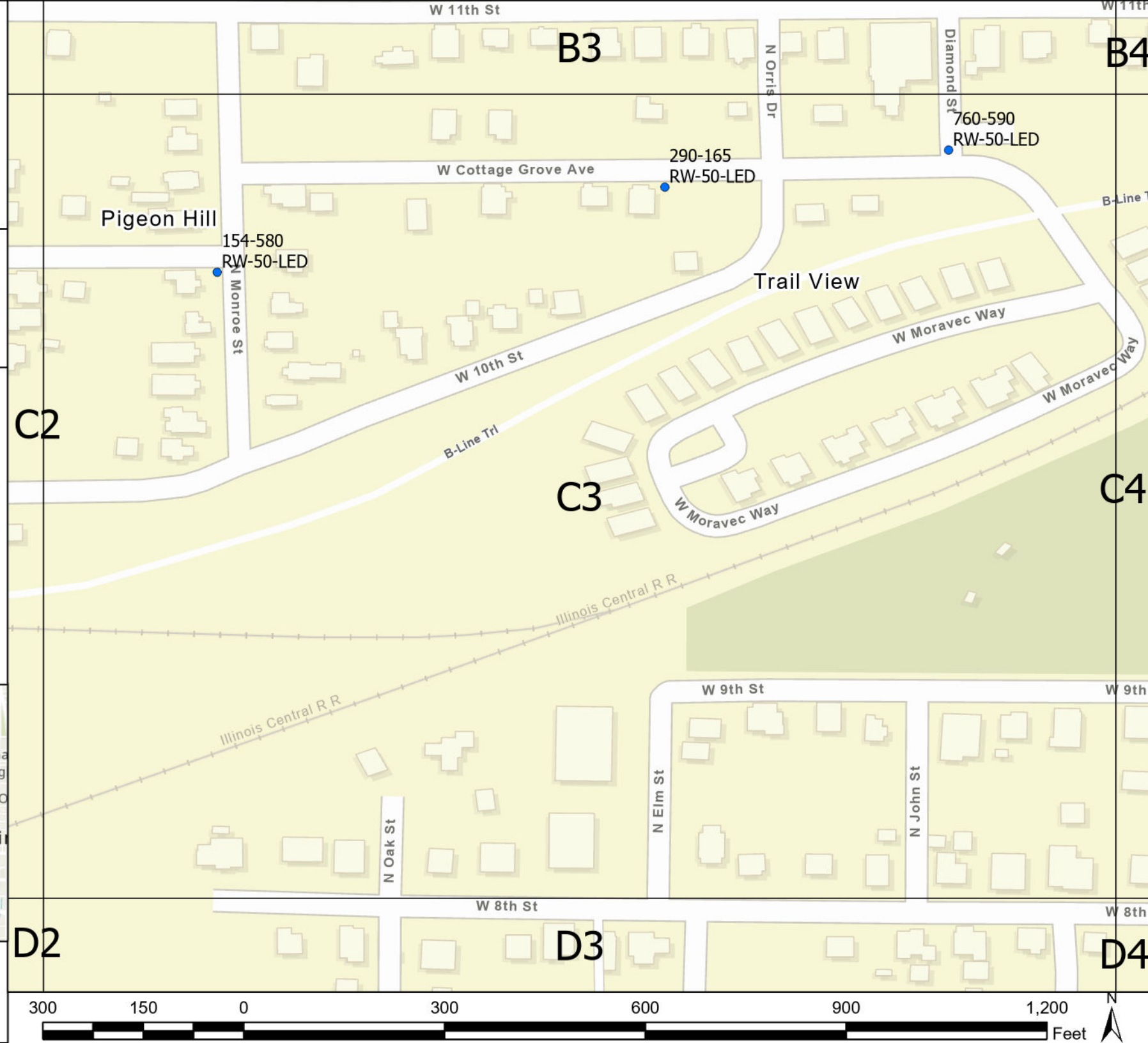
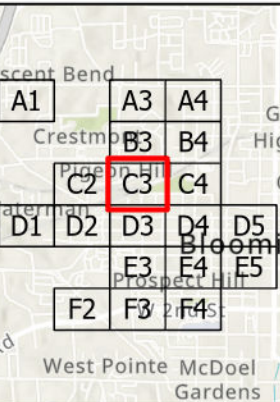
NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCCELL

_56859912

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: September 9, 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: **N Adams St between W 7th St and W 10th St**
Fixture: Two (2) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$13.18
2. Location: **N Monroe St and W Cottage Grove Ave**
Fixture: Three (3) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$19.77
3. Location: **N Blair Ave between W 11th St and Christian Center Dr**
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36
4. Location: **W 6th St between N Ritter St and B-Line Trail**
Fixture: Seven (7) 50W LED Roadway fixtures mounted on existing poles
Fixture: Two (2) 110W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$64.09
5. Location: **W Patterson Dr between W 2nd St and W 1st St**
Fixture: Two (2) 220W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$27.20



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: September 9, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at N Blair Ave between W 11th St and Christian Center Dr

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>	1/1/2048
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-738
Due Date For Signature:	September 9, 2025
Expiration Date of Contract:	12/31/2037
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
Contract Compliance EEO (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: N Blair Ave between W 11th St and Christian Center Dr
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36

Note: Duke has, via email, refused to execute the statutorily required E-Verify, Non-Collusion, and Non-Discrimination provisions.

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)

☐ Request for Quote (RFQ)	☐ Request for Proposal (RFP)	☒ Sole Source	☐ Not Applicable (NA)
☐ Invitation to Bid (ITB)	☐ Request for Qualifications (RFQu)	☐ Emergency Purchase	

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

	Yes	No		Yes	No
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)	☐	☐
Met city requirements?	☒	☐			
Met item or need requirements?	☒	☐			
Was an evaluation team used?	☐	☒			
Was scoring grid used?	☐	☒			
Were vendor presentations requested?	☐	☒			

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

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:

56860585

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	\$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

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

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

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

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

LIGHTING LAYOUT DESIGN DISCLAIMER

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

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are 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.

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.*

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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	☐ 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	☐ Customer	☐ (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.

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
☐	Exterior LED fixture	☐ replacing up to 175 lamp wattage HID fixture	\$30/fixture		
☐	Exterior LED fixture	☐ replacing 176-250 lamp wattage HID fixture	\$50/fixture		
☐	Exterior LED fixture	☐ replacing 251-400 lamp wattage HID fixture	\$75/fixture		
☐	Exterior LED fixture	☐ > 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 4 of 19

Date Exported: 3/4/2025

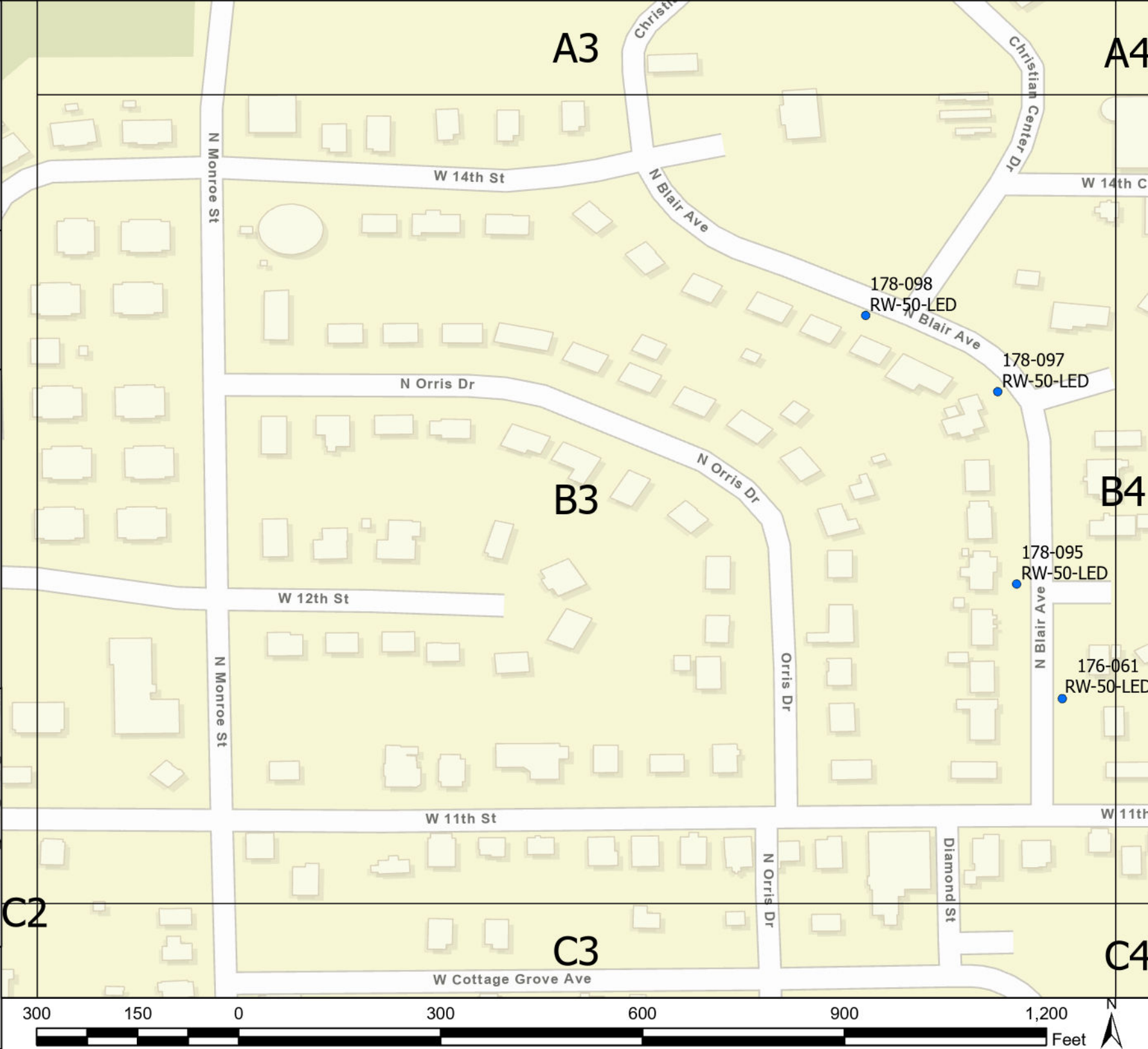
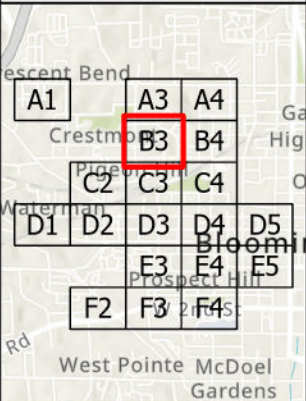
NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCELL

_56860585

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: September 9, 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: **N Adams St between W 7th St and W 10th St**
Fixture: Two (2) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$13.18
2. Location: **N Monroe St and W Cottage Grove Ave**
Fixture: Three (3) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$19.77
3. Location: **N Blair Ave between W 11th St and Christian Center Dr**
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36
4. Location: **W 6th St between N Ritter St and B-Line Trail**
Fixture: Seven (7) 50W LED Roadway fixtures mounted on existing poles
Fixture: Two (2) 110W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$64.09
5. Location: **W Patterson Dr between W 2nd St and W 1st St**
Fixture: Two (2) 220W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$27.20



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: September 9, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at W 6th Street between N Ritter Street and the B-Line Trail

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>	1/1/2048
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-739
Due Date For Signature:	September 9, 2025
Expiration Date of Contract:	12/31/2037
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$64.09
Funding Source:	2202-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Contract Compliance EEO (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 6th St between N Ritter St and B-Line Trail**
Fixture: Seven (7) 50W LED Roadway fixtures mounted on existing poles
Fixture: Two (2) 110W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$64.09

Note: Duke has, via email, refused to execute the statutorily required E-Verify, Non-Collusion, and Non-Discrimination provisions.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$64.09 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)

☐ Request for Quote (RFQ)	☐ Request for Proposal (RFP)	☒ Sole Source	☐ Not Applicable (NA)
☐ Invitation to Bid (ITB)	☐ Request for Qualifications (RFQu)	☐ Emergency Purchase	

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

	Yes	No		Yes	No
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)	☐	☐
Met city requirements?	☒	☐			
Met item or need requirements?	☒	☐			
Was an evaluation team used?	☐	☒			
Was scoring grid used?	☐	☒			
Were vendor presentations requested?	☐	☒			

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

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:

CITY OF BLOOMINGTON

CHEYENNE.BOWLEN@BLOOMINGTON.IN.GOV

..

Project Information:

CITY OF BLOOMINGTON

BLOOMINGTON Indiana 47401-2433

Account Number:

9101 2288 2154

Installation Number:

7009230380

Work Order Number:

56838901

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	\$64.09	\$0.00	\$0.00	\$7,690.80	\$64.09

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
R	8	Light Fixture Cobra Drop Lens High Pressure Sodium 100W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R	1	Light Fixture Cobra Drop Lens High Pressure Sodium 200W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
I	2	Special Order: Light Fixture Roadway LED 110W Gray Type	\$3.98	\$2.31	\$2.69	\$8.98	\$17.96
I	7	Light Fixture Roadway LED 50W Gray Type III 3000K	\$3.06	\$2.31	\$1.22	\$6.59	\$46.13
		Subtotals:	\$0.00	\$0.00	\$0.00		
		Estimated Monthly Charge					\$64.09

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



OUTDOOR LIGHTING UOLS SERVICE AGREEMENT

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

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

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

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

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

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

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

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

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

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

LIGHTING LAYOUT DESIGN DISCLAIMER

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

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

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

SECTION III. – ENERGY USAGE COST CALCULATION

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

SECTION IV. – SYSTEM MAINTENANCE

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

SECTION V. – PAYMENT

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

SECTION VI. – TERM OF AGREEMENT

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

SECTION VII. – OTHER TERMS AND CONDITIONS

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

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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

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

BLOOMINGTON, IN
LED INSTALLS

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

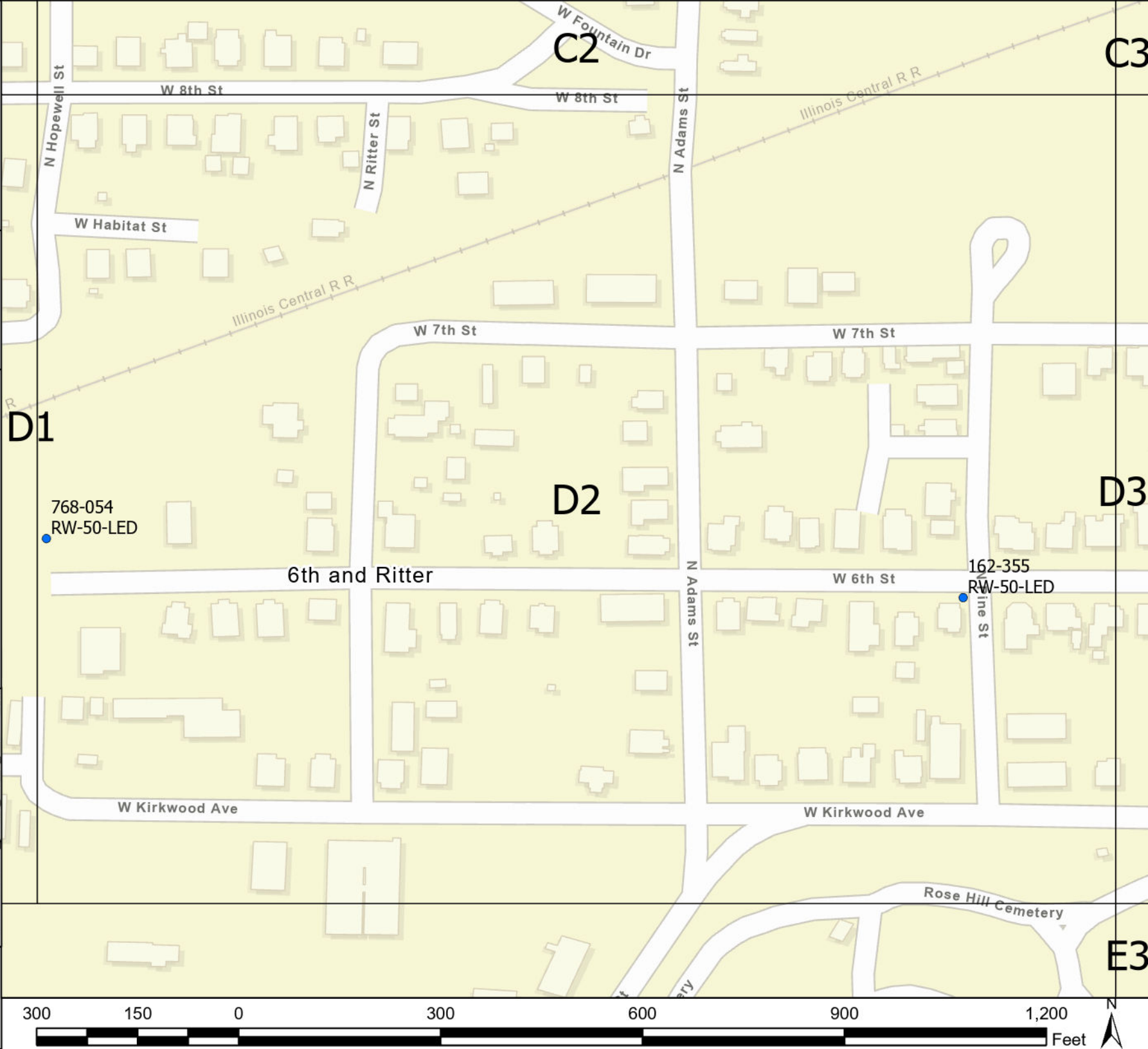
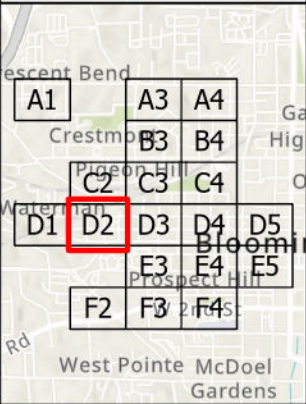
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NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCCELL

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WATTS

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BLOOMINGTON, IN
LED INSTALLS

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

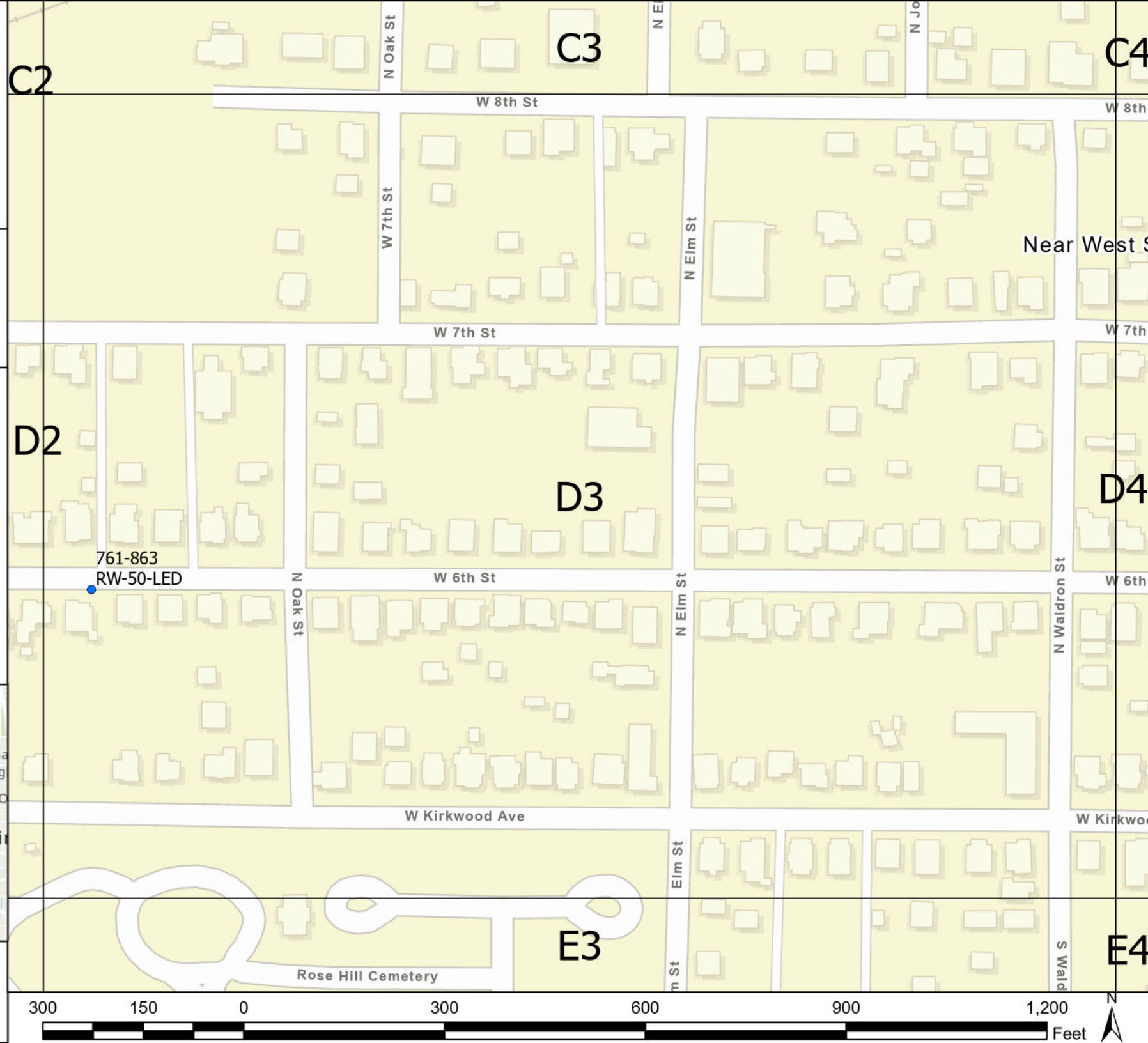
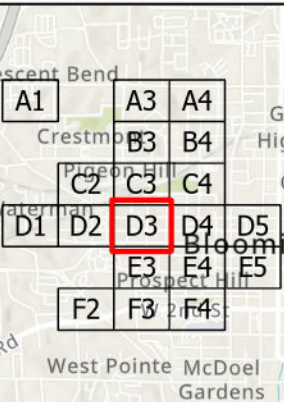
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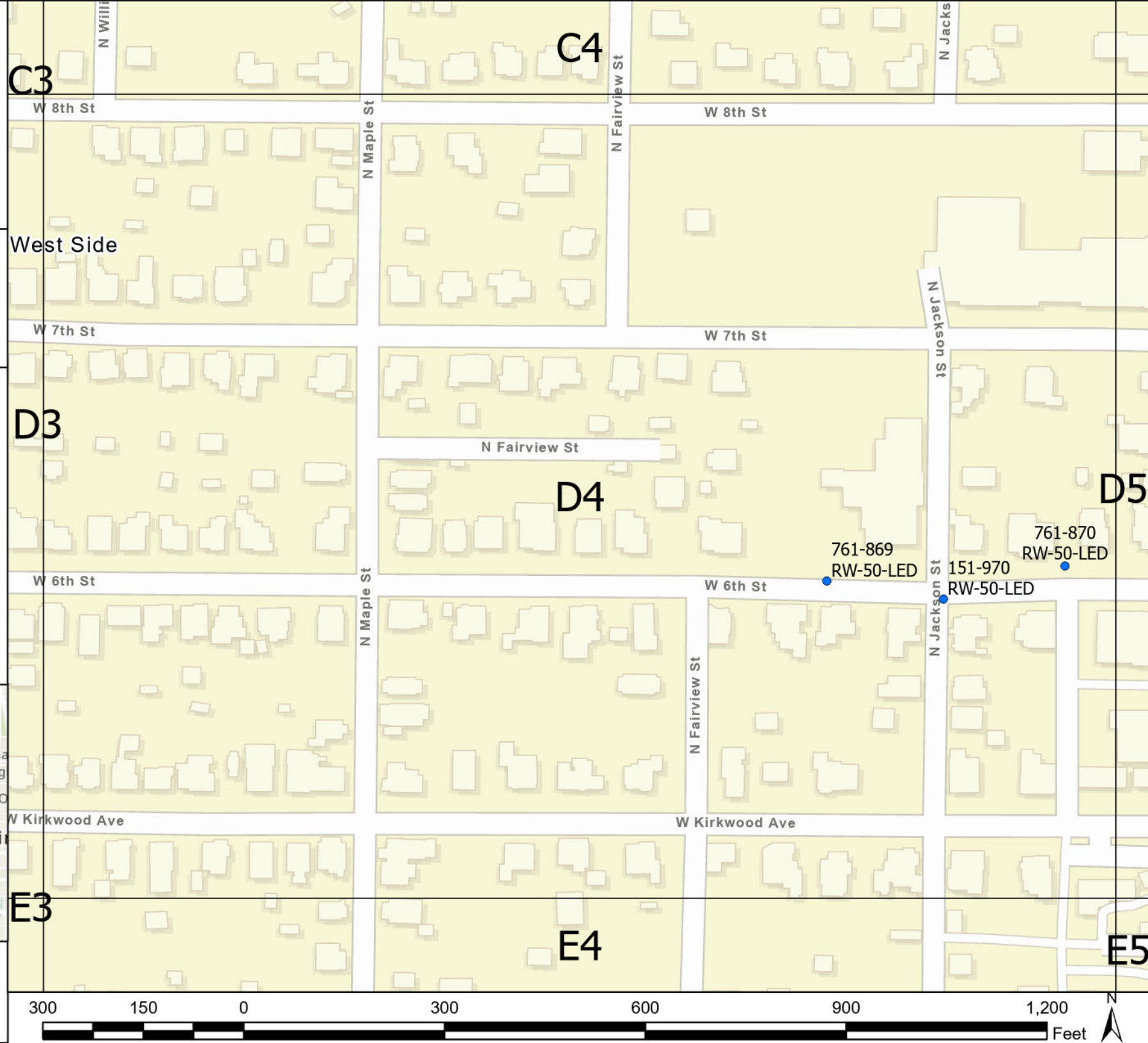
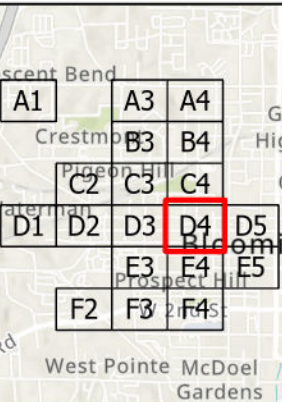
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Date Exported: 3/4/2025

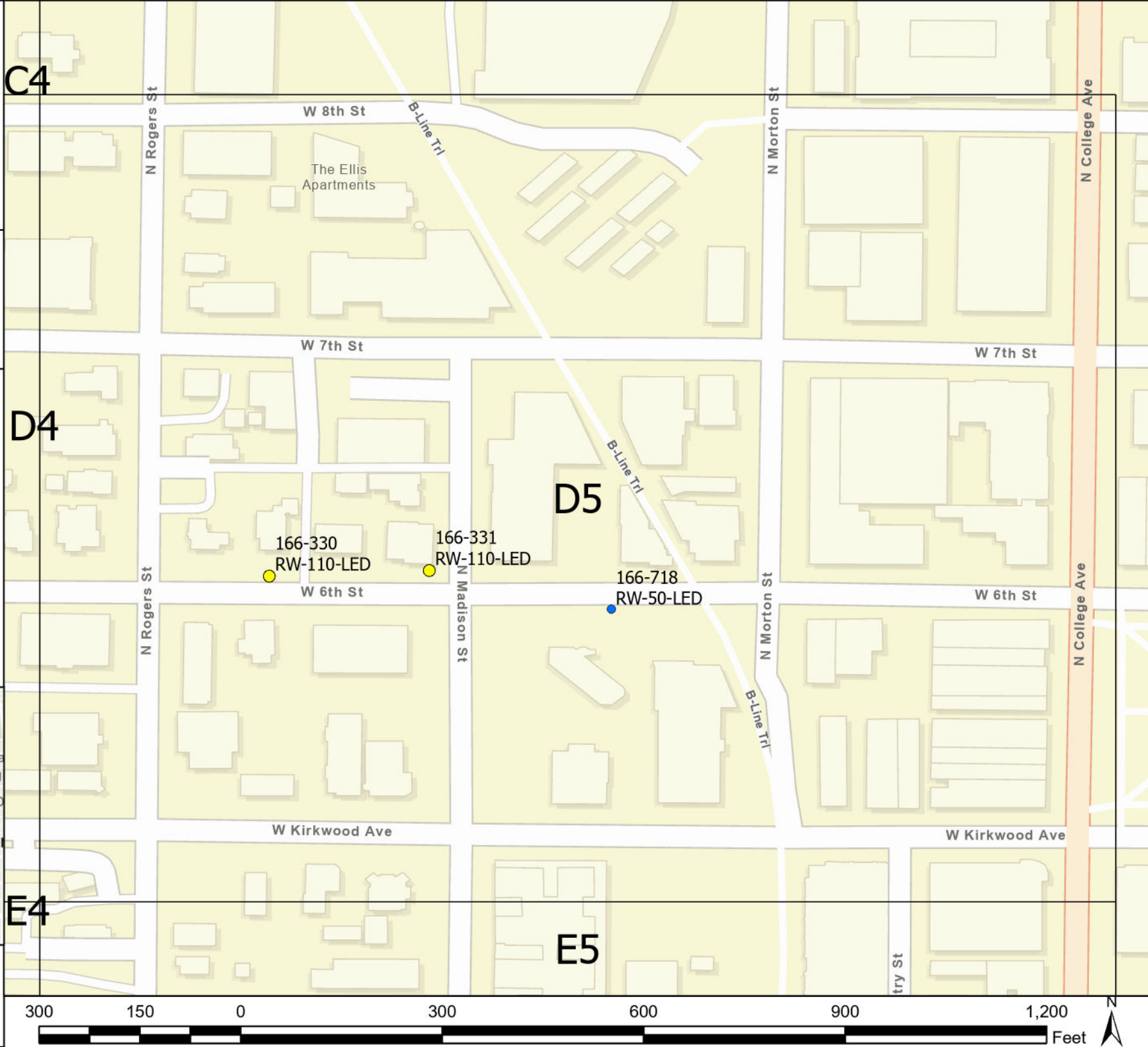
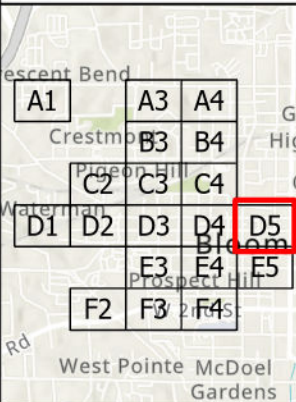
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- <all other values>

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: September 9, 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: **N Adams St between W 7th St and W 10th St**
Fixture: Two (2) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$13.18
2. Location: **N Monroe St and W Cottage Grove Ave**
Fixture: Three (3) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$19.77
3. Location: **N Blair Ave between W 11th St and Christian Center Dr**
Fixture: Four (4) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$26.36
4. Location: **W 6th St between N Ritter St and B-Line Trail**
Fixture: Seven (7) 50W LED Roadway fixtures mounted on existing poles
Fixture: Two (2) 110W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$64.09
5. Location: **W Patterson Dr between W 2nd St and W 1st St**
Fixture: Two (2) 220W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$27.20



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: September 9, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at W.
Patterson Dr. between W 2nd St and W 1st St

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>	12/31/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-740
Due Date For Signature:	September 9, 2025
Expiration Date of Contract:	1/1/2048
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$27.20
Funding Source:	2202-20-200000-53520
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	NA
Contract Compliance EEO (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 Patterson Dr. between W 2nd St and W 1st St
Fixture: Two (2) 220W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$27.20

Note: Duke has, via email, refused to execute the statutorily required E-Verify, Non-Collusion, and Non-Discrimination provisions.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$27.20 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)

☐ Request for Quote (RFQ)	☐ Request for Proposal (RFP)	☒ Sole Source	☐ Not Applicable (NA)
☐ Invitation to Bid (ITB)	☐ Request for Qualifications (RFQu)	☐ Emergency Purchase	

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

	Yes	No		Yes	No
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)	☐	☐
Met city requirements?	☒	☐			
Met item or need requirements?	☒	☐			
Was an evaluation team used?	☐	☒			
Was scoring grid used?	☐	☒			
Were vendor presentations requested?	☐	☒			

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

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:

56903236

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	\$27.20	\$0.00	\$0.00	\$3,264.00	\$27.20

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
R	2	Light Fixture Cobra Drop Lens High Pressure Sodium 400W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
I	2	Light Fixture Roadway LED 220W Gray Type III 3000K	\$5.42	\$2.81	\$5.37	\$13.60	\$27.20
		Subtotals:	\$0	\$0	\$0		
		Estimated Monthly Charge					\$27.20

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

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

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

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

LIGHTING LAYOUT DESIGN DISCLAIMER

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

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are 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.

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	

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

**Attachment 1 to Exhibit C****1. Contact Information**

Duke Energy Customer					
Customer Company Name ¹		Contact Name	☐ 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	☐ Customer	☐ (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.

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
☐	Exterior LED fixture	☐ replacing up to 175 lamp wattage HID fixture	\$30/fixture		
☐	Exterior LED fixture	☐ replacing 176-250 lamp wattage HID fixture	\$50/fixture		
☐	Exterior LED fixture	☐ replacing 251-400 lamp wattage HID fixture	\$75/fixture		
☐	Exterior LED fixture	☐ > 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 18 of 19

Date Exported: 3/4/2025

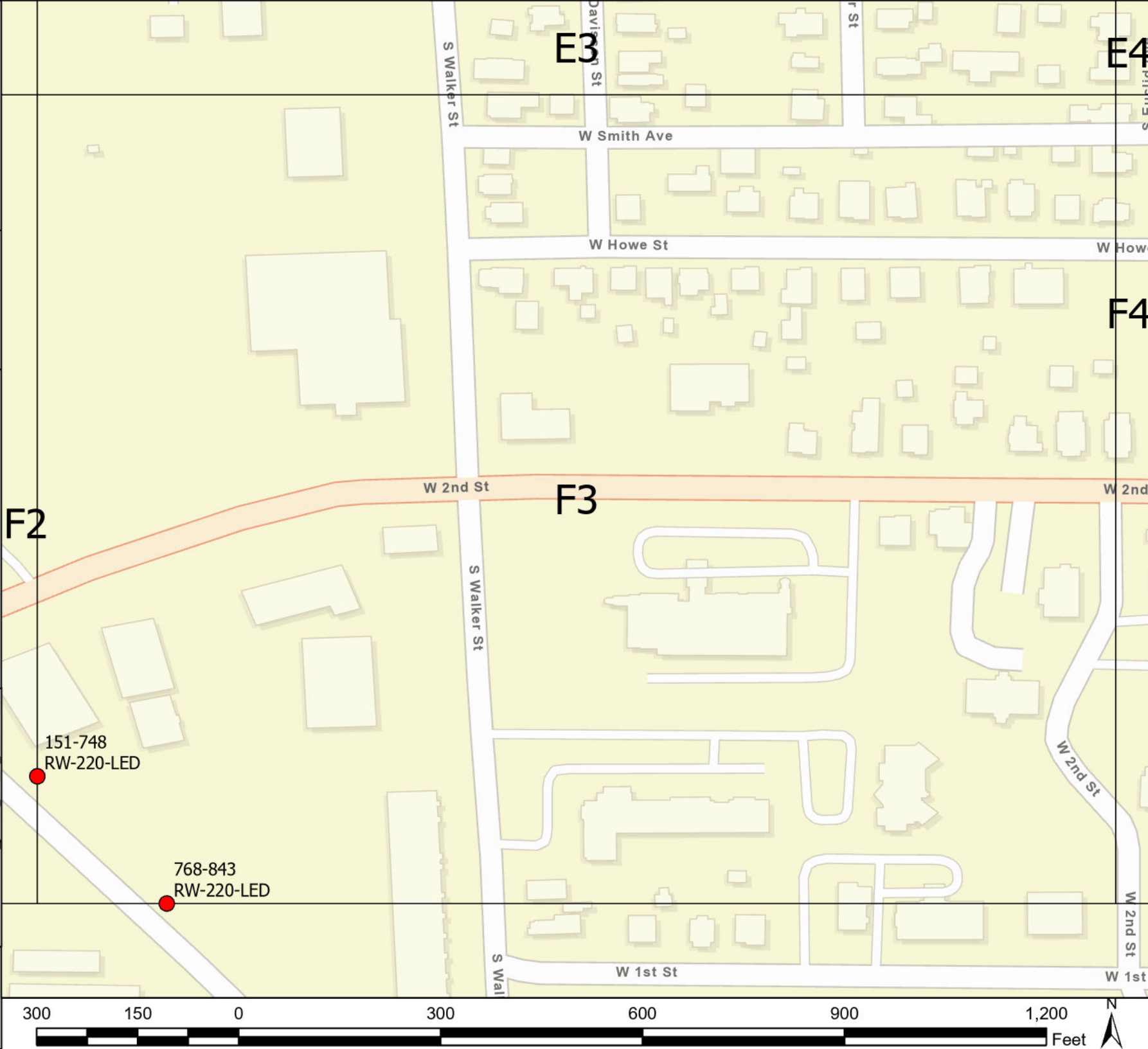
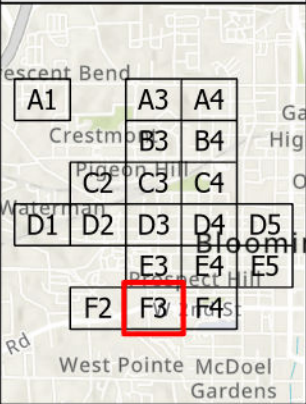
NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCCELL

_56903236

WATTS

- 220
- <all other values>

GRID





Board of Public Works Staff Report

Project/Event: Park Mobile (pay by phone services)
Petitioner/Representative: Public Works Parking Services
Staff Representative: Michelle L. Wahl
Date: September 9, 2025

Report: Park Mobile was acquired by Arrive in late February when our contract for 2025 was expiring causing a delay of renewal. In March of 2025 Parking Services kicked off their Parking Rate Study and Comprehensive Review. It was made clear to Park Mobile no changes will be made until we determine which recommendations will be adopted and if the rates will be effected.

Scope: All pricing and what is currently offered with this service will remain the same until it is determined if rates will change and then this contract will be renegotiated.

Recommendation and Supporting Justification: Park Mobile has been a solid vendor of the City of Bloomington since 2013. While it has recently had some hurdles with their new upgraded app, it has been a solid performer from the dashboard to the user experience. It is recognized by many users as it used by many different IN cities and also used by Indiana University.

Cost = Unknown based on usage from customers.

IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	0	\$1,000.00	\$0.00
Custom Development	0	\$165.00/hr	\$0.00
Total Implementation Fees:			\$0.00

ADDITIONAL FEES	
Call Center & Customer Support	WAIVED
Client Support & Maintenance	WAIVED
Hosting	WAIVED
Enforcement Portal	WAIVED
Reporting Portal	WAIVED
Marketing & Advertising	WAIVED

USER FEES		
On-Demand User Fee for ParkMobile Wallet	\$0.30	per transaction
On-Demand User Fee for ParkMobile Pro	\$0.40	per transaction
On-Demand User Fee for all other ParkMobile Users	\$0.50	per transaction

Recommend ☒ **Approval** ☐ **Denial by: Michelle L. Wahl**



CONTRACT COVER MEMORANDUM

TO: Adam Wason
FROM: Michelle L. Wahl
DATE: September 9, 2025
RE: ParkMobile (pay by phone services)

Contract Recipient/Vendor Name:	ParkMobile, LCC
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Michelle L. Wahl
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-369
Due Date For Signature:	
Expiration Date of Contract:	One year from signature date
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$0.00
Funding Source:	2207-26-260000-43130 (Parking Meter Fund)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Michelle L. Wahl
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Michelle L. Wahl
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Michelle L. Wahl

Summary of Contract: Park Mobile has been a solid vendor of the City of Bloomington since 2013. It has been a solid performer from the admin dashboard to the user experience. It is recognized by many users as it used by many different municipalities and also used by Indiana University.

Cost = Unknown based on usage from customers.

IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	0	\$1,000.00	\$0.00
Custom Development	0	\$165.00/hr	\$0.00
Total Implementation Fees:			\$0.00

ADDITIONAL FEES	
Call Center & Customer Support	WAIVED
Client Support & Maintenance	WAIVED
Hosting	WAIVED
Enforcement Portal	WAIVED
Reporting Portal	WAIVED
Marketing & Advertising	WAIVED

USER FEES		
On-Demand User Fee for ParkMobile Wallet	\$0.30	per transaction
On-Demand User Fee for ParkMobile Pro	\$0.40	per transaction
On-Demand User Fee for all other ParkMobile Users	\$0.50	per transaction

City of Bloomington Contract and Purchase Justification Form

Vendor: Park Mobile, LLC

Contract Amount: \$0.00

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals:

Yes No

Met city requirements?

☐

Met item or need requirements?

☐

Was an evaluation team used?

☐

Was scoring grid used?

☐

Were vendor presentations requested?

☐

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

☐
☒

Park Mobile has been a solid vendor since 2013 for all pay by phone services.

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

Park Mobile has been a solid vendor of the City of Bloomington since 2013. It has been a solid performer from the admin dashboard to the user experience. It is recognized by many users as it used by many different municipalities and also used by Indiana University.

Michelle L. Wahl

Parking Services Director

PW-Parking Services Division

Print/Type Name

Print/Type Title

Department



ParkMobile Service Agreement

This ParkMobile Service Agreement ("Agreement") is made by and between ParkMobile, LLC, a Delaware limited liability company, with offices at 1075 Peachtree Street, Suite 3100, Atlanta, Georgia 30309 ("ParkMobile") and City of Bloomington, an Indiana municipality, with offices at 401 Morton Street, Suite 120, Bloomington, IN 47404 ("Client"), by and through its Board of Public Works ("BOARD"). An Addendum to this Agreement has also been executed and is incorporated into this Agreement. This Agreement and the Addendum will become effective as of the last signature date below (the "Effective Date"). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

PARTY CONTACTS			
Client		ParkMobile	
Legal Name:	City of Bloomington	Legal Name:	ParkMobile, LLC
Contact:		Sales Rep:	Chiffan Peebles
Email:		Email:	chiffan@peeblesparkmobile.io
Phone:		Phone:	
Address:	City of Bloomington 401 Morton Street Suite 120 Bloomington, IN 47404	Address:	ParkMobile, LLC 1075 Peachtree Street Suite 3100 Atlanta, Georgia 30309
		For legal notices:	
			with a copy to ParkMobile's Legal Department at the above address and to legal-notices@parkmobile.io

SERVICE TERMS	
Services	ParkMobile will provide Client with the Services related to the following types of parking transactions: On-Demand
Initial Term	1 Year beginning on the Effective Date
Renewal	This Agreement shall be renewed for two (2) additional successive one (1) year terms upon mutual agreement of the parties unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term (each a <u>Renewal Term</u> and, collectively, together with the initial term, the <u>Term</u>).
Termination	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.



ParkMobile Service Agreement

Merchant of Record	The Parties designate ParkMobile as the Merchant of record. ParkMobile will remit any amounts due Client in arrears to Client on the 15th of the following month.
Parking Locations	The Services will be provided to Client in the following locations / geographical territory: All Client locations
Signage	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete the installation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage shall be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage shall be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.
Governing Law	State of Georgia
Schedules	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services; Schedule 3: Client Electronic Funds Authorization Form.

IMPLEMENTATION FEES			
Description	Units	Rate	Price
Installation Fee	0	\$1,000.00	\$0.00
Custom Development	0	\$165.00/hr	\$0.00
Total Implementation Fees:			\$0.00

ADDITIONAL FEES	
Call Center & Customer Support	WAIVED
Client Support & Maintenance	WAIVED
Posting	WAIVED
Enforcement Portal	WAIVED
Reporting Portal	WAIVED
Marketing & Advertising	WAIVED

USER FEES		
On-Deck and User Fee for ParkMobile Wallet	\$0.30	Per transaction
On-Deck and User Fee for ParkMobile Pro	\$0.40	Per transaction
On-Deck and User Fee for all other ParkMobile Users	\$0.50	Per transaction



ParkMobile Service Agreement

The parties have executed this Agreement as of the effective Date

CITY OF BLOOMINGTON

Name:

Title:

Date:

PARKMOBILE, LLC

Signed by:

Name: Brooke Feldman

Title: VP, Account Management

Date: 8/16/2025



ParkMobile Service Agreement

SCHEDULE 1: CLIENT GENERAL TERMS & CONDITIONS

1. SERVICES

- 1.1 General.** During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.
- 1.2 Launch Date.** The parties will mutually agree upon the launch date for the Services.
- 1.3 ParkMobile Application.** On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.
- 1.4 Parking Management Services.** Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.
- 1.5 Parking Locations.** The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.
- 1.6 Publicity of Services.** Each party will use commercially reasonable efforts to market the Services throughout the term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonable withheld or delayed.
- 1.7 Exclusivity.** Throughout the term, the parties agree that ParkMobile will be the exclusive provider of electronic parking services for Client.
- 1.8 PCI DSS.** ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.
- 1.9 Online Client General Terms & Conditions.** The parties agree that this Agreement entirely replaces and supersedes the Client General Terms and Conditions that is publicly available at <https://parkmobile.io/client-terms> with respect to the Services provided under this Agreement.

2. ACCESS & USE OF PLATFORM

- 2.1 Provision of Access.** Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.
- 2.2 Documentation License.** ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the term solely for

Client's internal business purposes in connection with its use of the Services.

- 2.3 Use Restrictions.** Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement for purposes of clarification and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or reach any security device or protection used on the Platform or access or use the Platform other than an Authorized User through the use of his or her own then valid Access Credentials; (e) re-post any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.
- 2.4 Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.
- 2.5 Changes.** ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.
- 2.6 Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise restrict Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or reasonably implicates requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or an Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or an Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv)



ParkMobile Service Agreement

Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to another client, end user, vendor or partner of ParkMobile or (b) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

3. CLIENT RESPONSIBILITIES

3.1 Use of Platform Account. Client is responsible and liable for all uses of the Platform resulting from access provided to Client, directly or indirectly, whether such access or use is permitted or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.

3.2 Parking Information. Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.

3.3 Effect of Client Failure or Delay. ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

4. SERVICE AND SUPPORT

4.1 Scheduled Maintenance. ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m. Eastern time. However, ParkMobile may modify this window from time-to-time by notifying Client with advance notice if ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window. ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window to the extent that, practically, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

4.2 Client Support. ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (PST) for issues relating to On-Deck and Parking Services. Client may submit a support request via email to support@parkmobile.io or issues relating to Reservation Services. Client may submit a support request via email to res@parkmobile.io. ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability

issues, Client may contact the on-call engineer via email to applicationsupport@parkmobile.io.

4.3 End-User Support. ParkMobile will provide customer support for ParkMobile users 24 hours a day, seven days a week, 365 days a year. There are multiple methods that ParkMobile users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

5. CONFIDENTIAL INFORMATION

5.1 General. Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

5.2 Personal Data. If the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

6. INTELLECTUAL PROPERTY OWNERSHIP

6.1 Client Data. Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.

6.2 Client Brand Features. Client grants to ParkMobile a non-exclusive, non-sublicensable, nontransferable, royalty-free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or harms the value of such Brand Features.

6.3 ParkMobile IP. Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.

6.4 ParkMobile Brand Features. ParkMobile grants to Client a non-exclusive, non-sublicensable, nontransferable, royalty-free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at <https://parkmobile.io/company/parkmobile-media-assets/logos/>. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or harms the value of such Brand Features.

6.5 ParkMobile User Data. ParkMobile User Data remains the sole and exclusive property of ParkMobile. ParkMobile may sublicense certain ParkMobile User Data to Client upon Client's execution of ParkMobile's Data Protection



ParkMobile Service Agreement

Agree that Client will not, directly or indirectly (i) sell or resell ParkMobile User Data in any capacity or for (ii) create an derivative work using ParkMobile User Data or (iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that ParkMobile will not sublicense or provide any PC Data to Client.

6.6 Resultant Data. Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a non-exclusive, non-transferable, non-assignable, non-transferrable license to a limited Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

6.7 Reservation of Rights. ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, in any way, in whole or in part, any right, title, or interest in or to the ParkMobile Application and/or the Platform.

7. FEES AND PAYMENT

7.1 Fees. Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms and Conditions ("Fees") in accordance with this Section.

7.2 Payment Terms. The Parties designate ParkMobile as the merchant of record. On or before the 15th day of each month, ParkMobile will disburse to Client all parking fees ParkMobile received during the preceding month from ParkMobile users on behalf of Client as a direct result of this Agreement, less any amounts owed to ParkMobile.

7.3 Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

7.4 Reserved.

7.5 No Deductions or Setoffs. All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than an deduction or withholding of taxes as may be required by applicable law).

7.6 Compensation. The Parties agree to evaluate pricing after one (1) year. Any proposed fee increase must be mutually agreed upon by both ParkMobile and the City. If an increase is agreed upon, ParkMobile must provide the City with sixty (60) days' written notice. Upon mutual agreement, the proposed fee adjustment shall be presented to the Board for final consideration.

7.7 Limited Payment Agent. Client appoints ParkMobile as its agent for the limited purpose of receiving, holding, and settling payments made by ParkMobile users to Client in

connection with the Services. Client acknowledges and agrees that receipt of payment from ParkMobile users in connection with the Services by ParkMobile shall be deemed the same as receipt by Client itself.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual. Each Party represents, warrants and covenants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representation that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

8.2 ParkMobile. ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

8.3 Disclaimers. COMP OR ANY PROCESS WARRANTS SHALL BE LIMITED TO SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICES. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE SERVICES WILL BE ERROR-FREE OR ERROR-FREE PARKMOBILE SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, OR OTHER PROSPECTIVE DAMAGES THAT MAY BE INCURRED BY OR FOR ANY USER OF THE SERVICES.

9. INDEMNIFICATION

9.1 Mutual. Each Party will indemnify, defend, and hold harmless the other Party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred as a result from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent it arises from a breach of the indemnifying Party's representations and warranties under this Agreement.

9.2 ParkMobile. ParkMobile will indemnify, defend, and hold harmless Client from and against any and all losses incurred by Client resulting from any third-party claim that the Platform or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's IP Rights, provided that Client promptly notifies ParkMobile in writing of the claim, cooperates with



ParkMobile Service Agreement

12.6 Amendment; Waivers. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, tender onboarding process or website portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

12.7 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12.8 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.9 Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, lockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.10 Independent Contractors. The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.11 Export Control. Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on an U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

12.12 Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing an instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

12.13 Counterparts. The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

13. DEFINITIONS

Access Credentials means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

Authorized User means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

Brand Features means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

Client Data means any data specific to Client's operation that is provided by Client to Paragonfile to be used in the provision of Services that is not available to Paragonfile publicly or otherwise means.

Confidential Information means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

Documentation means any manuals, instructions, or other documents or materials that Paragonfile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

IP Rights means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

Parking Information means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific parking location.

Parking Location means the location or locations of Client's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where Paragonfile users may park.

Paragonfile Application means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with Paragonfile and that are made available to the general public and that facilitate the payment of parking transactions.



ParkMobile Service Agreement

Par☐o☐ile ☐ser☐ means an end user that uses the Par☐o☐ile A☐☐lication☐

Par☐o☐ile ☐ser Data☐☐ means infor☐ation, data, and other content, in an☐for☐ or ☐edia, that is su☐mitted, ☐osted, or otherwise trans☐mitted ☐☐or on ☐ehalf of a Par☐o☐ile ☐ser, direct☐or indirect☐, through the Par☐o☐ile A☐☐lication☐

PC☐Data☐☐ means, as a☐☐lication☐, ☐a☐☐ent card nu☐☐er, cardholder na☐☐e, e☐☐iration date, card ☐erification code or ☐alue, ser☐ice code, and/or securit☐-related infor☐ation used to authenticate cardholders and/or authorize ☐a☐☐ent card transactions

Personal Data☐ means (i) an☐ infor☐ation a☐out an identified or identifia☐le indi☐idual☐or (ii) infor☐ation that is not s☐ecificall☐ a☐out an identifia☐le indi☐idual ☐ut, when co☐☐ined with other infor☐ation, ☐a☐identif☐an indi☐idual☐ Personal Data includes na☐☐es, e☐☐ail addresses, ☐ostal addresses, tele☐hone nu☐☐ers, go☐vern☐ent identification nu☐☐ers, financial account nu☐☐ers, ☐a☐☐ent card infor☐ation, license ☐ate infor☐ation, online identifiers (including IP addresses and coo☐ie identifiers), networ☐and hardware identifiers, geolocation infor☐ation, and an☐ information that constitutes “personal data” or “personal information” within the meaning of any relevant and a☐☐lication☐ data ☐ri☐ac☐or ☐rotection laws☐

Platfor☐☐ means access-controlled ☐o☐ile and/or we☐ a☐☐lications, ser☐ices or interfaces de☐elo☐ed, hosted, or ☐anaged ☐☐, on ☐ehalf of, or in ☐artnershi☐with Par☐o☐ile that are ☐ade a☐ailable to Client to ad☐inister, configure, ☐anage and/or ☐onitor ☐ar☐ing sessions, ☐ar☐ing rates, and/or parking restrictions associated with Client’s Parking ☐ocations☐

Resultant Data☐☐ means data and infor☐ation related to Client’s, Authorized Users’ and/or ParkMobile Users’ use of the Ser☐ices that is used ☐☐ Par☐o☐ile in an aggregate and anon☐imised ☐anner, including to co☐☐ile statistical and ☐erfor☐ance infor☐ation related to the ☐ro☐ision and o☐eration of the Ser☐ices☐

Ser☐ices☐☐ means the Par☐o☐ile A☐☐lication, the Platfor☐☐, and all other ser☐ices ☐rovided ☐☐ Par☐o☐ile under this Agree☐ent☐



ParkMobile Service Agreement

SCHEDULE 2: SERVICES ON-DEMAND PARKING SERVICES

ParkMobile offers a service to ParkMobile users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("On-Demand Parking").

ParkMobile users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://aparkmobile.io>; (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer shall provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Hereafter, subsequent parking sessions only require the ParkMobile user to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters/enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile user shall be notified, for example, when parked for an extended period of time or when the applicable parking time nears expiration.

ParkMobile users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from <https://aparkmobile.io> to access and print parking history, receipts, and statements.



ParkMobile Service Agreement

**SCHEDULE 3:
CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM**

This form authorizes ParkMobile, LLC to make payment to a business electronically. **All payments will be paid in the account designated by the voided check or bank letter attached to this form once it has been verified by ParkMobile, LLC via telephone call, otherwise a check will be issued to the address on file.** It is the responsibility of the client to notify ParkMobile, LLC of any changes pertinent to electronic payments, such as changes in banking information or email address.

PAYEE/CREDIT OR ACCOUNT

CREDIT ACCOUNT:
ADDRESS:
CREDIT PERSON:
PO BOX OR:
RMAID CARD CARD CREDIT PERSON:
RMAID CARD PO BOX OR:
PRAR RAC CREDIT AID:
SCODAR RAC CREDIT AID:
SAAR R OR AOR D OCA:

RAID CARD SOR OR ACCOUNT

RAID AID:
ADDRESS:
CREDIT PERSON:
PO BOX:
AID:
DD DROR RAS OR:
DPOSOR ACCO OR:
DPOSOR ACCO OR:
PP O ACCO OR:
PAAS SR O AID A VOIDED CHECK OR BANK LETTER O RMAID AID ACCO OR OR AID

This authorizes ParkMobile, LLC to send credit entries (and appropriate debit and adjustment entries), electronically or any other commercially accepted method, to the account indicated above and to other accounts specified by Client in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until ParkMobile receives a written termination notice from Client and has a



ParkMobile Service Agreement

reasonable opportunity to act on it

EXHIBIT A

ADDENDUM TO AGREEMENT between the CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS and PARKMOBILE

This Addendum (the "Addendum") amends the Agreement (the "Agreement") and any other incorporated terms and conditions or other subsequent Addendums between the City of Bloomington by and through its Department of Public Works (the "City") and ParkMobile ("Service Provider") as follows:

1. It is mutually agreed to amend the Agreement as follows:
 - a. **Compensation.** The parties agree to evaluate pricing after one (1) year. Any proposed fee increase must be mutually agreed upon by both Parkmobile and the City. If an increase is agreed upon, Parkmobile must provide the City with sixty (60) days' written notice. Upon mutual approval, the proposed fee adjustment shall be presented to the BOARD for final consideration.
 - b. **Indemnification.** Parties shall indemnify and hold each other harmless including their officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out of any intentional, reckless or grossly negligent act or omission of the other party 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 Service Provider or any of its officers, agents, officials, employees, or subService Providers 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 if caused by the gross negligence of a certain party, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without that party'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.
 - c. **Non-Discrimination.** Service Provider 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. Service Provider understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent Service Providers doing work for the City. If Service Provider believes that a City employee

engaged in such conduct towards Service Provider and/or any of its employees, Service Provider or its employees may file a complaint with the City Department head in charge of the Service Provider'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.

- d. **E-Verify.** Service Provider is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Service Provider signed the e-verify affidavit which is attached as Exhibit "C". Service Provider shall maintain on file all subService Providers' e-verify certifications throughout the term of this Agreement.
 - e. **Non-Collusion.** Service Provider certifies that it has not, nor has any other member, representative, or agent of Service Provider, 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.
- 2. If the terms of this Addendum and the Agreement conflict, the terms of this Addendum prevail.
 - 3. In all other respects, the Agreement shall remain in effect as originally written.

WHEREFORE, the parties execute this Addendum to the Agreement on the date last written below.

[Signatures on the following page.]

CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel Date

Adam Wason, Director Date
Public Works

Kayla Cox-Deckard, Chair Date
Board of Public Works

ParkMobile

UP Brooke Feldman 9/5/25
Signature Date

Brooke Feldman, VP Account
Name, Title management



Board of Public Works Staff Report

Project/Event: Wrapped in Love
Petitioner/Representative: Middleway House
Staff Representative: Holly Warren, Assistant Director for the Arts, Economic and Sustainable Development
Date of Event: September 9, 2025 - January 15, 2026
Celebration event October 3, 2025
Date of Board Meeting: Tuesday, September 9, 2025

Report: Middleway House proposes to continue its annual program of covering several trees located in Bloomington's public right of way with artistic sweaters made by members of the community. Middleway House is adding four new designs this year.

The following plans are included in the application:

- Map of all trees where sweaters are or will be installed
- Renderings of four new sweater designs to be created and installed

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2024-066**

Wrapped In Love

WHEREAS, the City of Bloomington Board of Public Works (hereinafter “City”) has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including sidewalks;

WHEREAS, the City has long believed that domestic violence, sexual violence, and human trafficking are abhorrent and contrary to the autonomy, dignity, and personal safety and security that society must support for all members of our community;

WHEREAS, the City also believes that government, especially local government that interacts so closely with members of the community, must use a variety of methods and platforms to inform residents of resources and services available to protect their safety and civil rights, and to encourage residents to use these resources and services;

WHEREAS, the City may and does use its public spaces, including the public right-of-way, to convey government messages, reinforce the values they reflect, and to inform residents of available resources and services;

WHEREAS, the City may partner with area nonprofit organizations to obtain assistance in conveying government messages and broaden the City’s capacity to reach and assist residents;

WHEREAS, Middle Way House is a nonprofit organization that provides meaningful alternatives to living with violence to hundreds of survivors of domestic violence, sexual violence, and human trafficking each year;

WHEREAS, since at least 2012, Middle Way House has been putting on a program each year known as “Wrapped in Love” that places sweaters created by area fabric artists on City trees in the public right-of-way which celebrate the values of education, kindness, charity, civility, and respect, as well as the unique features and history of the City. The sweaters also carry critical information about resources for victims of domestic violence, sexual assault, and human trafficking and help attract attention to these resources through the their aesthetic appeal; and

WHEREAS, the City wishes to formally adopt the Wrapped in Love program as a platform to express the government views cited above and to provide information on critical resources and services available to residents suffering violence and abuse;

NOW, THEREFORE, BE IT RESOLVED, that the City adopt the Wrapped in Love program as a government platform and:

Resolution 2025-066

1. The City and Middle Way House shall jointly announce the Wrapped in Love program each year and invite area fabric artists to contribute sweaters that comply with the City's guidelines.
2. All sweater designs must reflect and be consistent with the City's views.
3. The City shall create and fund labels for the sweaters that include the crisis hotline phone number, the name of the sweater sponsor, and the City's and Middle Way House's logos.
5. In consultation with the City's Urban Forester, sweaters will be placed on City trees in the public right-of-way.
6. The City shall review and approve each sweater design before the sweater may be placed in the public right-of-way.
7. Sweaters shall be placed on trees between September 15 and October 03 of each year and may remain through no later than January 15, 2026 of the following year.

ACCEPTED AND AGREED TO:

BOARD OF PUBLIC WORKS:

MIDDLE WAY HOUSE, INC.

Kyla Cox Deckard, President

Signature

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title

Date: _____

Date: _____



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

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

City Permit #: SE2025-0026
Application Date: 7/15/2025

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

Middle Way House Inc.
338 S Washington ST
Bloomington IN 47404

Partner

Holly Warren
401 North Morton Street
Bloomington IN 47404

Overview

Event Description

Wrapped in Love - Middle Way House's 13th Annual Wrapped in Love Tree Sweater Art Installation is a community art installation that features hand-knit and crocheted tree sweaters created by local volunteers. These vibrant pieces will be displayed on prominent trees throughout downtown Bloomington.

Each tree sweater is more than just a creative expression, it carries a message of hope, resilience, and solidarity for survivors of domestic violence, sexual assault, and human trafficking. The installation also prominently displays Middle Way House's 24/7 help and crisis line, offering immediate access to support for those in need.

This uplifting and highly visible event raises public awareness about critical issues and consistently results in an increase in calls to our 24/7 help and crisis line, the primary entry point into services at Middle Way House.

This year the agency plans to go back to its roots by holding a short yarn cutting ceremony on October 3rd at 5:30 pm on the Court House Lawn.

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

Checked

Run/Walk/Parade

Other

Setup - Date and Time

September 15, 2025 10:00 am

Start - Date and Time

September 15, 2025 10:00 am

End - Date and Time

January 15, 2025, 10:00 am

Teardown - Date and Time

January 15, 2025, 10:00 am

Expected Number of Participants

50

Event Classification

Non-Profit

Financial

Will you be charging admission? No

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

Will you be collecting donations? Yes

If yes, who will donations benefit? We do solicit tree sweater sponsorships in amounts ranging between \$300.00 -\$2500.00. These sponsorship funds go directly to funding survivor.

Right of Way

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

Street(s)

Sidewalk(s) Checked

Metered Parking Space(s)

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

Use of public sidewalks while the tree installation is being installed. Publicly owned appropriate trees as determined by the City Arborist.

On October 3rd at 5:30 pm we have reserved the courthouse lawn from the County for our yarn cutting celebration. The event will last less than one hour.

Street	To Street	From Street	Closing /Opening	Date
None	NA	NA	Opening	1/1/1900 1 AM

Is this event on Indiana University campus? No

If yes, has this event been approved by Will Keaton, IUPD-Bloomington Special Events Coordinator, and the IUB Office of Student Life? No

Emergency

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

Event Co-chairs organizing installation and volunteers.
Christopher DeYoung - 202-487-1132
Erin Hollinden - 812-320-8607

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

Medical Emergencies Call EMS for volunteer emergency or emergency during the yarn cutting on the court house lawn.

Severe Weather NA

Fire/Evacuation NA

Lost or Missing Persons NA

Other

Have you arranged for security at your event? No

If yes, who will be providing security?

None needed for the art installation.

Waste

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

Event Co-chairs organizing installation and volunteers.
Christopher DeYoung - 202-487-1132
Erin Hollinden - 812-320-8607

Will you have food vendor(s)?

No

If yes, please name the food vendors:

NA

Will you have alcohol vendor(s)?

No

If yes, please name the alcohol vendors:

NA

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

NA

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

Volunteers will carry all trash from installation with them to MWH receptacles.

At the yarn cutting any trash will be removed to MWH receptacles.

What vendor will provide waste bins and collection service?

NA

Will you be providing portable toilets?

No

If yes, how many portable toilets?

If yes, what company is providing the portable toilets?

Noise & Entertainment

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

Live Music

Recorded Music i.e. DJ, etc.

Loudspeaker

Other

Will the noise be amplified?

Yes

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

NA

What will be the power source for equipment?

Court house power supply

Describe any other electrical needs:

NA

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

Which businesses/residents have been notified?	NA
--	----

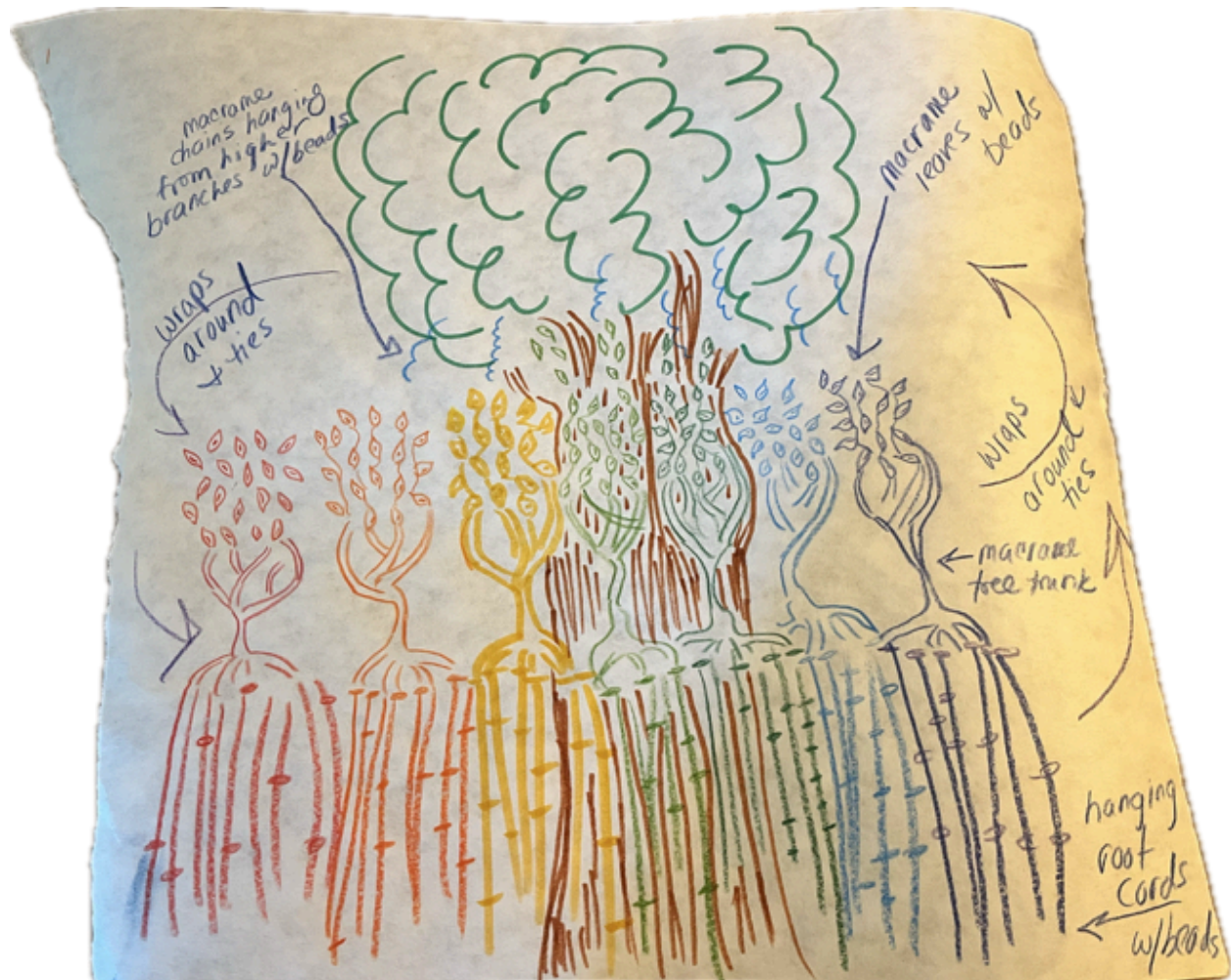
When did you notify businesses/residents impacted by the event?	
---	--

Insurance

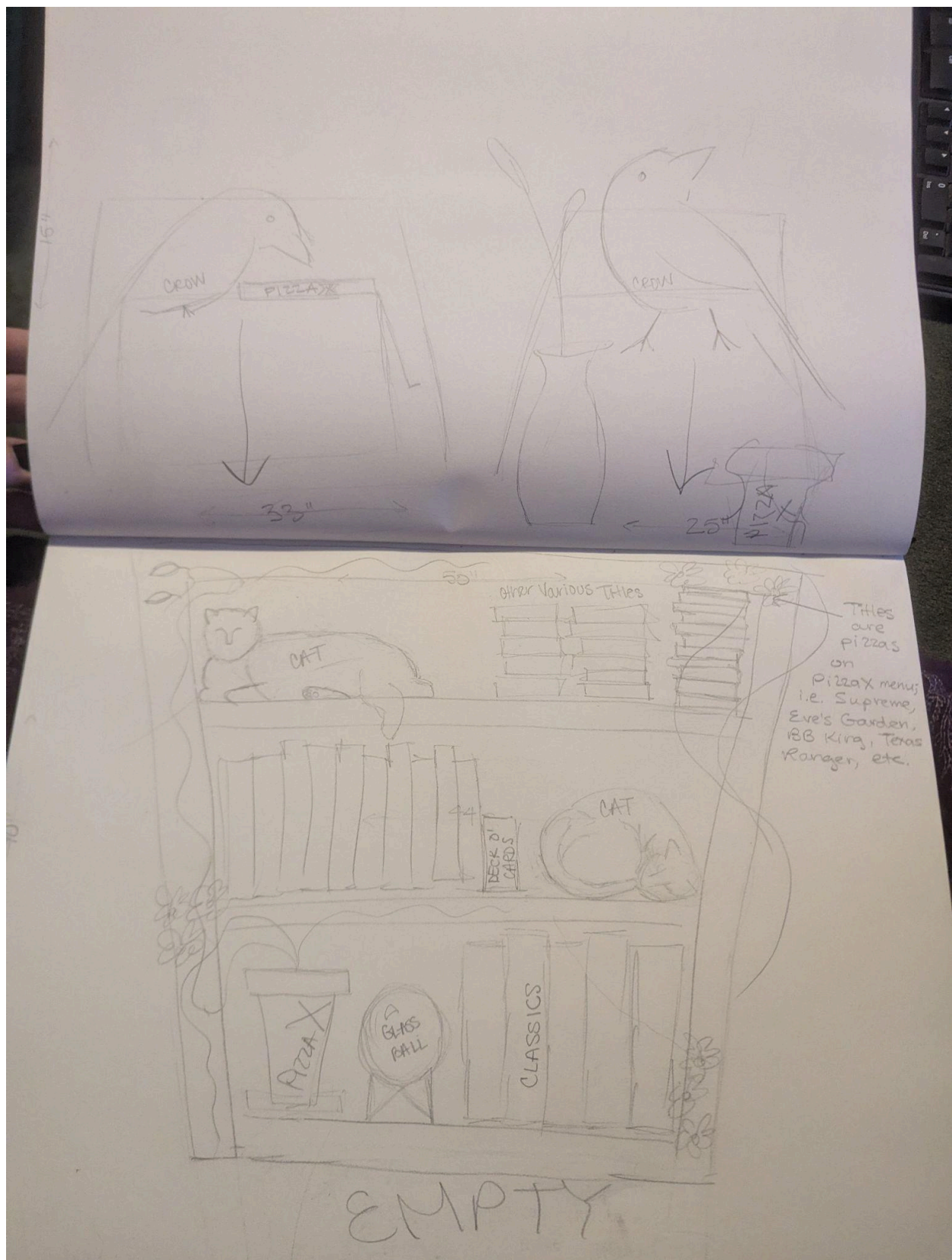
Do you agree to submit Certificate of Liability Insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate at least 2 weeks prior to your event or earlier?	Yes
---	-----

Middle Way House Tree Sweater Renderings

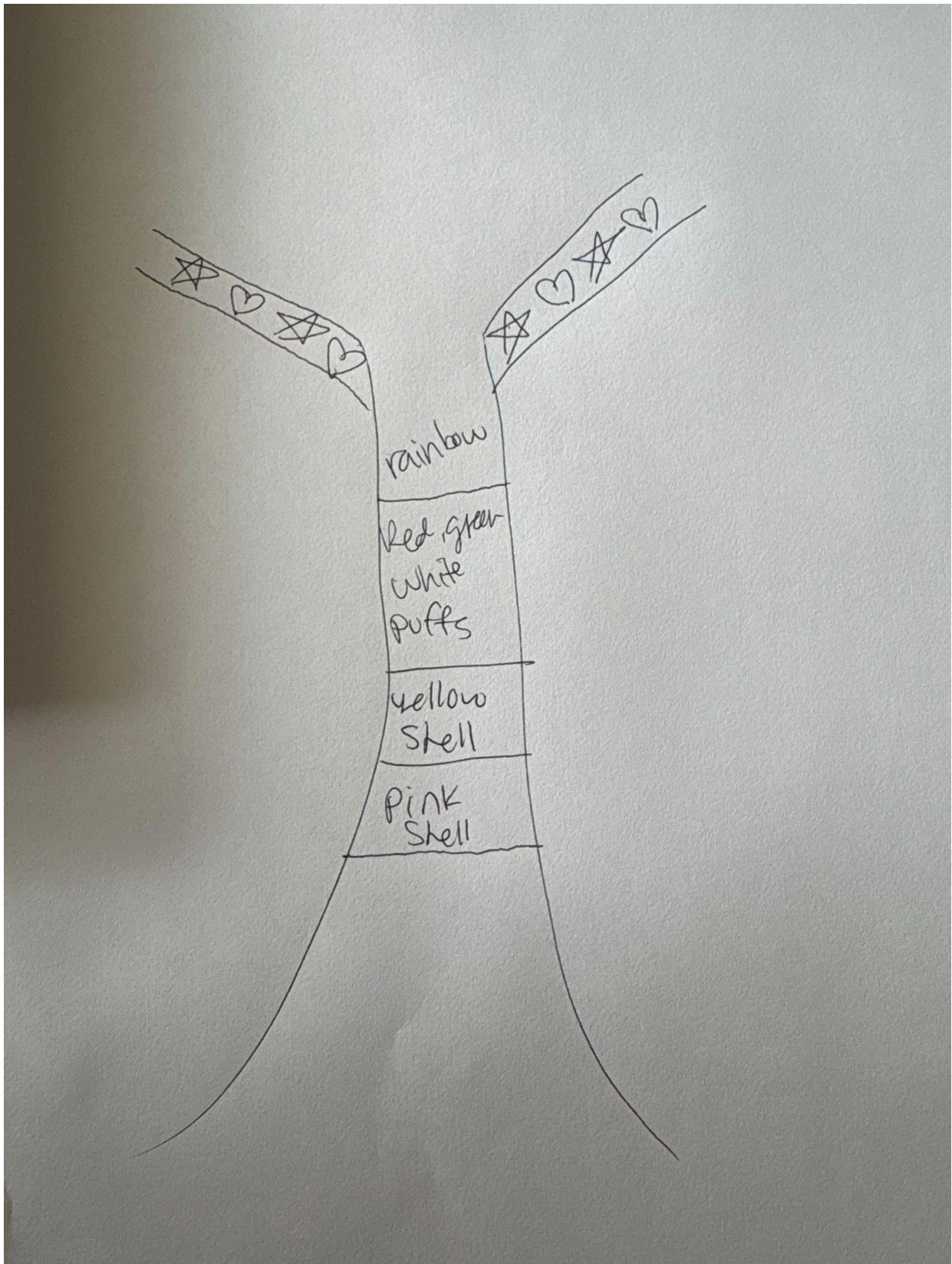
Tree 39



Tree 40



Tree 21



Tree 34



2025 Wrapped in Love Tree Map



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/5/2025	Payroll				752,011.51
					<u>752,011.51</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 **\$ 752,011.51**

Dated this 9th day of September year of 2025.

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

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Change Order #6, Winslow, Rogers Resurfacing Project
Petitioner/Representative: Engineering Department
Staff Representative: Jason Kerr
Date: September 9th, 2025

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

Change Order #6 - On the evening of 7-17-25, there was a rain event that caused Erosion Control issues within the project area. Dirt around the inside apron of the round-a-bout, coming from the dirt laid area needed both waddles around the perimeter for erosion control and matting over the dirt for stability for any further rain events. These two items were placed following 7-23-25, one work day after the complaint was to be rectified by end of day 7-22-25. The Quality Adjustment is for there to be a \$200.00 deduction for this one day.

Original Contract	\$1,340,000.00
Change Order #1-#5	\$ 66,067.94
Contract Price	\$1,406,067.94
Change Order #6	-\$ 200.00
Final Contract	\$1,405,867.94

Contract Cover and Purchase Justification Form

STAFF AND DATES			
Department:	Engineering	Department Head Initials of Approval:	AC
Department Staff:	Jason Kerr	Responsible Attorney:	Aleks Pratt
Date:	Aug 27, 2025	Legal Dept. Tracking Number:	25-743
Board Meeting Date:	Sep 9, 2025	Resolution Number:	N/A
Documents Link:	Winslow, Rogers Resurfacing CO #6 Quality Adjustment		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	Milestone Contractors, LP	Service or Item Procured (Project)	Winslow, Rogers Resurfacing
Total Dollar Amount of Contract:	\$1,405,867.94	Funding Source:	2203-20-200000-54510
Due for Signature:	Sep 9, 2025	Expiration Date of Contract:	Sept, 2027
Number of One-Year Renewals:		Record Destruction Date:	2038
Summary of Contract:	This project is for asphalt milling and resurfacing, curb, curb ramp, and crosswalk median installations on Winslow Rd and Rogers Rd.		

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?			
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? <i>(If 'No', then state why this Vendor was selected to receive the award and contract)</i>	NoMilestone awarded project on 12-17-2025		
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

Winslow, Rogers (Allendale-Sare) Resurfacing

Description	The project shall include, but is not limited to, asphalt resurfacing, pavement markings, curb replacement, curb ramp modifications, and stormwater infrastructure updates on Winslow Road and Rogers Road between Allendale Drive and Sare Road.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	6
Status	Pending
Date Created	07/31/2025
Type	Other
Summary	Quality Adjustments, Post Rain Event 7-17-25
Change Order Description	On the evening of 7-17-25, there was a rain event that caused Erosion Control issues within the project area. On 7-18-25, an email was sent to Milestone to request attention to the following items...items listed per email... 1. Dirt and debris in areas of the roadway and some curb ramp areas. Some of this debris comes from millings that had not been cleaned up as of yet. 2. Some inlets were covered by straw, impeding there effectiveness. 3. Dirt around the inside apron of the round-a-bout, coming from the dirt laid area. This area needs erosion control and stabilization of the dirt. 4. Areas throughout the project area have had the seed and straw washed away and will need re-stabilization. On 7-21-25, a follow up email was sent to Milestone indicating some items still needed attention...email as follows... <i>Following a site inspection conducted this morning, July 21, 2025, we have identified four outstanding items that remain a concern that have been mentioned previously. The City requires these issues to be addressed and resolved immediately to</i>

ensure compliance with project specifications and local regulations.

As outlined in the Special Provisions, Section 1.17 – Stormwater Pollution Prevention, the contractor is responsible for implementing and maintaining all appropriate erosion and sediment control measures. This is to prevent sediment from entering existing and proposed storm structures and to keep the streets clean throughout the duration of the project.

Additionally, failure to maintain temporary erosion and sediment control measures falls under Standard Specifications Section 205.08(c), which pertains to quality adjustments. Please be advised that if these items are not corrected by the close of business on July 22, 2025, we will be compelled to implement quality adjustment charges in accordance with the specifications. These charges will be assessed daily for each outstanding item not resolved.

This email stated to have items corrected by the end of the work day on 7-22-25.

Dirt around the inside apron of the round-a-bout, coming from the dirt laid area needed both waddles around the perimeter for erosion control and matting over the dirt for stability for any further rain events. These two items were placed following 7-23-25, one work day after the complaint was to be rectified.

On 7-24-25, work began on cleaning up the stated items and was completed on 7-25-25

This change order is for Quality Adjustment for the day of 7-23-25, when clean-up work from the rain event was not performed.

Awarded Project Amount	\$1,340,000.00
Authorized Project Amount	\$1,406,067.94
Change Order Amount	-\$200.00
Revised Project Amount	\$1,405,867.94

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - West					
0200	109-11362	DOL	200.000	-\$1.000	-\$200.00

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
QUALITY ADJUSTMENTS, FAILURE TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES					
		Funding Details			
		DPW	200.000	-\$1.000	-\$200.00
1 item					Total: -\$200.00

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
DPW	\$1,250,517.83	\$1,250,517.83	-\$200.00	\$1,250,317.83
Parks	\$4,386.00	\$4,386.00	\$0.00	\$4,386.00
CBU	\$29,444.30	\$29,444.30	\$0.00	\$29,444.30
Parks-Not CCMG Eligible	\$21,340.32	\$21,340.32	\$0.00	\$21,340.32
CBU Not CCMG Eligible	\$34,311.55	\$34,311.55	\$0.00	\$34,311.55
Council Sidewalk-Not CCMG Eligible	\$0.00	\$60,171.36	\$0.00	\$60,171.36
DPW-Not CCMG Eligible	\$0.00	\$5,896.58	\$0.00	\$5,896.58
7 fund packages	\$1,340,000.00	\$1,406,067.94	-\$200.00	\$1,405,867.94

Attachments

Document	Name	Description	Submission Date
Round-A-Bout_Inner_DIrt_Circle_Erosion_Control.pdf	Round-A-Bout Inner DIrt Circle Erosion Control.pdf		08/05/2025 02:38 PM EDT
1 attachment			

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

Attachment: Round-A-Bout Inner Dirt Circle Erosion Control



#1 Round-A-Bout inner dirt circle, needs waddles and matting for stabilization and erosion control



#2 Round-A-Bout inner dirt circle, needs waddles and matting for stabilization and erosion control

Doc Express® Document Signing History

Contract: Winslow, Rogers (Allendale-Sare) Resurfacing Document: Change Order #6, Quality Adjustment, Erosion Control

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
08/06/2025	Jason Kerr City of Bloomington Electronic Signature (Submitted)
08/11/2025	Thomas Gott Milestone Contractors Digital Signature (Contractor Reviewed)
08/11/2025	Jason Kerr City of Bloomington Digital Signature (PM Reviewed)
08/11/2025	Neil Kopper City of Bloomington Digital Signature (Engineer Reviewed)
	(Funding Approved)



Board of Public Works Staff Report

Project/Event: Change Order #7, Winslow, Rogers Resurfacing Project
Petitioner/Representative: Engineering Department
Staff Representative: Jason Kerr
Date: September 9th, 2025

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

Change Order #7 - At Somerset Place, northwest corner, the new curb ramp and sidewalk grades require the installation of a curb to retain the existing hillside. The curb will be approximately 28 LFT. This Change Order is also adding 3 days to the contract.

Original Contract	\$1,340,000.00
Change Order #1-#6	\$ 65,867.94

Contract Price	\$1,405,867.94
Change Order #7	+\$ 3,531.33

Final Contract	\$1,409,399.27
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Contract Cover and Purchase Justification Form

STAFF AND DATES			
Department:	Engineering	Department Head Initials of Approval:	AC
Department Staff:	Jason Kerr	Responsible Attorney:	Aleks Pratt
Date:	Aug 27, 2025	Legal Dept. Tracking Number:	25-743
Board Meeting Date:	Sep 9, 2025	Resolution Number:	N/A
Documents Link:	Winslow, Rogers Resurfacing CO #7 Curb at NW Corner Somerset		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	Milestone Contractors, LP	Service or Item Procured (Project)	Winslow, Rogers Resurfacing
Total Dollar Amount of Contract:	\$1,409,399.27	Funding Source:	2203-20-200000-54510
Due for Signature:	Sep 9, 2025	Expiration Date of Contract:	Sept, 2027
Number of One-Year Renewals:		Record Destruction Date:	2038
Summary of Contract:	This project is for asphalt milling and resurfacing, curb, curb ramp, and crosswalk median installations on Winslow Rd and Rogers Rd.		

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?			
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? <i>(If 'No', then state why this Vendor was selected to receive the award and contract)</i>	NoMilestone awarded project on 12-17-2025		
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

Winslow, Rogers (Allendale-Sare) Resurfacing

Description	The project shall include, but is not limited to, asphalt resurfacing, pavement markings, curb replacement, curb ramp modifications, and stormwater infrastructure updates on Winslow Road and Rogers Road between Allendale Drive and Sare Road.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	7
Status	Pending
Date Created	08/26/2025
Type	Scope Changes
Summary	WCD #5, Curb at Somerset
Change Order Description	There is a curb that needs to be installed at the NW corner of Somerset and Winslow. This is to help hold back the bank right behind the new curb ramp installed in the project.
Awarded Project Amount	\$1,340,000.00
Authorized Project Amount	\$1,406,067.94
Change Order Amount	\$3,531.33
Revised Project Amount	\$1,409,599.27

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - West									
0034	605-06125	LFT	\$119.000	165.000	\$19,635.00	28.000	\$3,332.00	193.000	\$22,967.00
CURB, CONCRETE, MODIFIED									
Reason: WCD #5									
			Funding Details						
		CBU		126.000	\$14,994.00	0.000	\$0.00	126.000	\$14,994.00
		CBU Not CCMG Eligible		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		Council Sidewalk-Not CCMG Eligible		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		DPW		39.000	\$4,641.00	28.000	\$3,332.00	67.000	\$7,973.00
		DPW-Not CCMG Eligible		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		Parks		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		Parks-Not CCMG Eligible		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
Section: 3 - East									
0121	301-12234	TON	\$47.000	446.500	\$20,985.50	2.600	\$122.20	449.100	\$21,107.70
COMPACTED AGGREGATE NO. 53									
Reason: WCD #5									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
				Funding Details					
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	122.000	\$5,734.00	0.000	\$0.00	122.000	\$5,734.00
			DPW	318.000	\$14,946.00	2.600	\$122.20	320.600	\$15,068.20
			DPW-Not CCMG Eligible	6.500	\$305.50	0.000	\$0.00	6.500	\$305.50
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0137	621-06561	SYS	\$8.570	263.500	\$2,258.20	9.000	\$77.13	272.500	\$2,335.33
MULCHED SEEDING, CITY OF BLOOMINGTON MIX									
Reason: WCD #5									
				Funding Details					
			CBU	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			CBU Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Council Sidewalk-Not CCMG Eligible	8.500	\$72.85	0.000	\$0.00	8.500	\$72.85
			DPW	253.000	\$2,168.21	9.000	\$77.13	262.000	\$2,245.34
			DPW-Not CCMG Eligible	2.000	\$17.14	0.000	\$0.00	2.000	\$17.14
			Parks	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			Parks-Not CCMG Eligible	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
3 items			Totals		\$42,878.70		\$3,531.33		\$46,410.03

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
DPW	\$1,250,517.83	\$1,250,517.83	\$3,531.33	\$1,254,049.16
Parks	\$4,386.00	\$4,386.00	\$0.00	\$4,386.00
CBU	\$29,444.30	\$29,444.30	\$0.00	\$29,444.30
Parks-Not CCMG Eligible	\$21,340.32	\$21,340.32	\$0.00	\$21,340.32
CBU Not CCMG Eligible	\$34,311.55	\$34,311.55	\$0.00	\$34,311.55
Council Sidewalk-Not CCMG Eligible	\$0.00	\$60,171.36	\$0.00	\$60,171.36
DPW-Not CCMG Eligible	\$0.00	\$5,896.58	\$0.00	\$5,896.58
7 fund packages	\$1,340,000.00	\$1,406,067.94	\$3,531.33	\$1,409,599.27

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Calendar Days	120.0 Days	128.0 Days	3.0 Days	131.0 Days
120 calendar days for construction to be completed. All work to be completed on or before October 1st, 2025.				
Reason: WCD #5				
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: Winslow, Rogers (Allendale-Sare) Resurfacing Document: Change Order #7, Curb at NW Somerset

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
08/26/2025	Jason Kerr City of Bloomington Electronic Signature (Submitted)
08/27/2025	Thomas Gott Milestone Contractors Digital Signature (Contractor Reviewed)
08/27/2025	Jason Kerr City of Bloomington Digital Signature (PM Reviewed)
08/27/2025	Neil Kopper City of Bloomington Digital Signature (Engineer Reviewed)
	(Funding Approved)

Staff Report

To: Board of Public Works

From: Jeff Jackson, Transportation Demand Manager, ESD

Date: July 16, 2025

Subject: Shared Micro-Mobility (e-scooter/e-bike) Operator License Application Approval

Goals

- Encourage, foster, and provide for new and innovative transportation options for residents and visitors.
- Ensure that shared e-scooters and e-bikes are operated in a manner safe for all riders, pedestrians, and drivers.
- Provide a license to a micro-mobility (e-scooter/e-bike) operator for one year.

Process

- Multiple city departments have collaborated on how to determine the most efficient manner to enforce Ordinance 19-09 - ...Regulation Governing Motorized Scooters, Shared- Use Motorized Scooters, and Shared-Use Motorized Scooter Operators.
- Bird (operator) was granted a license on September 24, 2024 that expires on September 23, 2025. All interested operators are required to submit their new applications 30 days prior to September 23, 2025. Bird submitted their completed application on June 27, 2025.
- To date, no other operators have submitted an application.

Regulations

- Meet all requirements of Ordinance 19-09 - ...Regulation Governing Motorized Scooters, Shared- Use Motorized Scooters, and Shared-Use Motorized Scooter Operators.
- Agree to the City's indemnification, insurance, and safety requirements.
- Agree to be committed to reduce the number parking infractions which result in citations issued by the City.
- Agree to resolve all parking complaints within 24 hours, preferably on the same day of being notified by the City.
- Require that at least 35% of the operator's fleet consist of e-bikes.
- Provide a complete inventory of all e-scooters/e-bikes deployed by each operator.
- Provide the names and contact information for all local operating personnel.
- Provide the address for their local operations/storage facility.
- Pay a one-time, up front \$30,000 license fee.
- Pay an ongoing \$.30 per ride license fee

Staff Recommendation – Approve Bird's application and issue them a one year license.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2025-061

SHARED MICRO-MOBILITY DIRECTIVES

WHEREAS, the Board of Public Works (“Board”) supervises the City of Bloomington (“City”)’s streets, alleys, sidewalks, and rights-of-ways; and

WHEREAS, residents have benefitted from e-scooters/e-bikes as modes of transportation because of lower costs, quicker commutes and environmental benefits; and

WHEREAS, in Resolutions 2023-20 and 2024-65, the Board previously approved shared micro-mobility directives for shared-use e-scooters and e-bikes in order to ensure rider and pedestrian safety, parking and pedestrian accessibility, and cost-effective enforcement for the City; and

WHEREAS, all interested shared-use motorized scooter operators are required to submit their scooter license application 30 days prior to September 23, 2025, when the current scooter licenses expire; and

WHEREAS, to date only Bird (“Operator”) has submitted a completed application for the upcoming year.

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

1. Operator shall meet all requirements of Bloomington Municipal Code 15.58 governing motorized scooters, shared- use motorized scooters, and shared-use motorized scooter operators.
2. Operator agrees to the City’s indemnification, insurance, and safety requirements as outlined in the scooter license application submitted by Operator and attached as Exhibit A.
3. Operator agrees to reduce the number of parking infractions which result in citations issued by the City.
4. Operator agrees to resolve all parking complaints within 24 hours, preferably on the same day of being notified by the City
5. Operator is required to have riders take no less frequent than semi-annual quizzes on safe riding habits and the rules of the road.
6. The hours of operation for shared-use motorized e-scooters are adjusted to approximate a “dawn to dusk” availability as follows: stand-up e-scooters: 5:00 a.m.-11:00 p.m. (April – October) and 5:00 a.m. – 8:00 p.m. (November – March); e-bikes: 24/7.
7. At least 35% of the Operator’s fleet must consist of e-bikes. Operator will submit a monthly report specifying the use of each vehicle type.

8. The Operator must provide a complete inventory of all e-scooters/e-bikes prior to their deployment.
9. The Operator will provide the names and contact information for all local operating personnel and the address for their local operations/storage facility.
10. The Operator will pay a per trip licensing fee of \$.30 and a one-time, upfront license fee of \$30,000.00.
11. All helmets provided by the Operator must be to code with the U.S. Consumer Product Safety Commission.
12. Operator is to geo-fence corrals and bicycle racks as the only authorized areas to end a ride. The Operator will provide financial incentives to users who end their ride and park their e-scooter/e-bike in a corral or bike rack. The Operator will provide financial disincentives to users that end their ride and do not park their e-scooter/e-bike in a corral or bike rack.
13. The Operator may be fined for e-scooters/e-bikes that are parked, by either the Operator or the user, outside the designated parking areas (corrals and bike racks) in the downtown area.
14. The Operator may be fined for e-scooters/e-bikes that are parked, by either the Operator or the user, outside of any bike rack outside the downtown area. During the term of this license the Operator has agreed to install ten corrals in areas outside of downtown. Once these corrals are installed they will also be acceptable locations for the Operator and the users to park their e-scooter/e-bike.
15. This license shall expire one year after being issued.

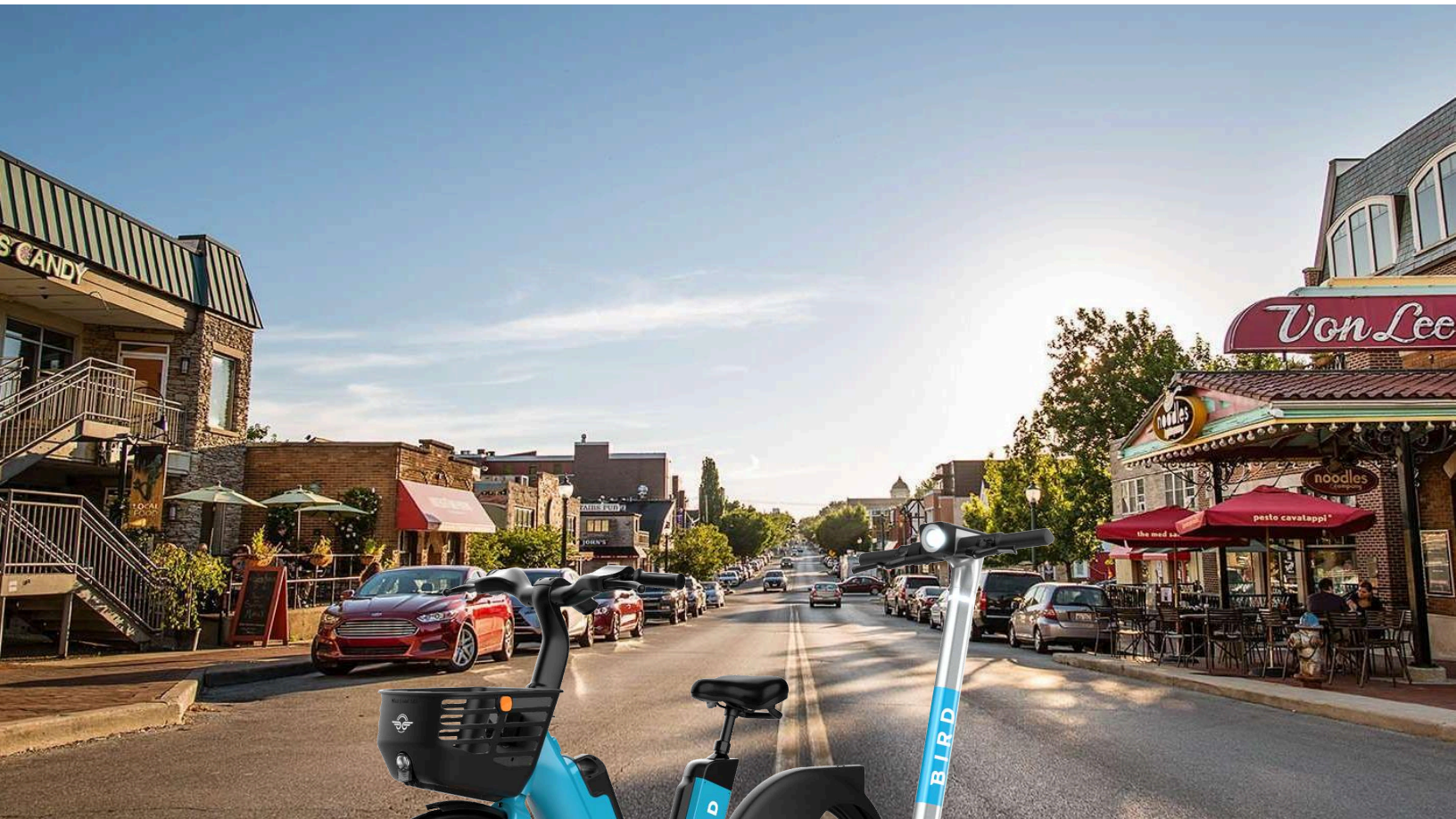
ADOPTED THIS 9TH DAY OF SEPTEMBER, 2025

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary



Bloomington, IN

Shared-Use Motorized Scooter
& Bike Operator License Application 2025



To The Bloomington Board of Public Works:

Thank you for reviewing Bird's application to be a Shared-Use Motorized Scooter Operator in Bloomington. We are grateful to be included in the selection process, and eager to continue providing sustainable first and last mile transportation options for your residents, students, and visitors.

Since we began serving the City in 2018, nearly 68,000 Bloomington residents and visitors have taken more than 575,000 rides on Birds. That's more than 595,000 miles traveled and 82 metric tonnes of CO2 saved.

Guided by the rules and regulations set forth by Ordinance 19-09, we would like to lay out the principles that will guide our service in Bloomington. During our future operations in Bloomington, we commit to:

- Work in close coordination with Bloomington's Administration, Council, and community on all aspects of this e-scooter and e-bike sharing program.
- Abide by all rules and regulations set forth by the City during this program.
- Respect the City's local control, regulation, and management of the public right of way.
- Continue and further strengthen our close relationship with Indiana University.

We look forward to building on our relationship with Bloomington and demonstrating our growth as a company.



The Bird Difference

Founded in 2017, Bird provides accessible, affordable, and convenient electric micro-mobility vehicles to cities around the world. Our electric vehicles complement existing transportation infrastructure, and reduce traffic and congestion.

Bird's micro-mobility vehicles are ideal for the first and last mile between public transportation and a rider's final destination, whether it be home, work, class, or out for leisure. We were the first company in the world to obtain a permit to operate a shared e-scooter service. Since launching our operations, we have continuously refined how people move around the world. To date, more than 300 million Bird rides have taken place in over 400 cities and universities globally.

Bird offers each of the following suite of tools to the City at no cost:

Safest vehicle track record in the industry	Bird has a track record of more than 250 million rides with a reported injury rate at 0.1%. Bird's custom-built scooters, designed and developed in California by our expert vehicle engineering team, have not been subject to any recalls or reports of breakage while riding, or operating system hacks that have plagued other operators.
Responsible and safe operations	Bird has and will always put the safety of vulnerable road users first. Our Beginner Mode softens scooter acceleration, allowing riders to slowly progress to full speed while receiving additional education. Valuable community feedback from survey data inspired Beginner; nearly 75% of e-scooter riders sought a slower tutorial option. To prevent impaired riding, Safe Start requires passing cognitive quizzes to unlock e scooters. We will distribute free helmets in Bloomington at community events, in partnership with local businesses and institutions like IU, and through promotions in our app. 
Professional local fleet team	Our fleet team has a proven record of success in adjusting operations to deal with inclement weather as well as major events in cities. Further, our team has a multitude of ways for officials and customers to reach us both day and night.
Robust rebalancing	Our local street team re-balances vehicles multiple times throughout the day to best meet the transportation needs of residents and visitors. In addition, we use machine learning to predict where clustering (the build up of large numbers of vehicles) is likely to occur and deploy a team to the area in advance of vehicle clustering.
Sustainability	We are committed to using only low-to-zero emission vehicles for charging and maintenance. Our vehicles last longer than any others on the market. On average, the lifespan of many of our vehicles is now 5 years with proper maintenance.
Complement and increase public transit use	In an effort to increase adoption and usage of public transportation, Bird provides last-mile access to transit, expands catchment areas, and effectively partners with transit providers to make multimodal travel more seamless, such as through trip planning integration and incentivized station parking.

Accessible and equitable	To guarantee eligible Bloomington residents a reliable commute option and greater access to opportunity overall, we've designed our Bird Community Pricing plan to be the most inclusive micro-mobility discount program available. It provides the following eligible riders with 50% off our standard unlock and per minute fee: low-income residents; senior citizens; students with Pell Grants; and employees of pre-approved community-based organizations and nonprofits. To sign up, riders email proof of eligibility to access@bird.co. Approval takes approximately two to three business days.
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Bloomington and Bird: Progressing Together

While the shift to micro-mobility solutions comes with growing pains, the outcome is incredible - on average, 35% of Bird rides are trips that would have otherwise been taken by car. We will continue to provide Birds that are safe, affordable, equitably distributed, and accessible for riders of all abilities. We will put specific emphasis on ensuring economically disadvantaged neighborhoods (and groups such as students on budgets) are aware of Bird's low-income plans. We will also hold events to teach Bloomington riders how to safely Bird, and how to keep the public right of way accessible for everyone.

In addition to the best dockless e-scooter partner, Bloomington deserves the best possible e-scooter product. Bird vehicles are the safest on the market; you can tell from our safety record, which stands apart from other operators. Other e-scooter companies have recalled vehicles for issues that we have never had. The reason for this comes down to the way our vehicles are built and tested. We design and test our vehicles in-house to make sure that safety stays at the forefront of every product we make. Bird's vehicles, electrical systems, and batteries comply with stringent U.S. and international safety standards, and have received globally recognized safety certifications.

Bird has always put the safety of vulnerable road users first. Bird has distributed more than 150,000 free helmets in cities around the world, and we will continue to distribute helmets in Bloomington both through local partnerships and through our in-app helmet request feature.

Thank you again for the opportunity to continue serving Bloomington. We hope to partner with you to prove that e-scooters can help make Bloomington more sustainable, mobile, and livable.

Respectfully submitted,



Jimmy Gilman

Director, Government Partnerships

1. Application and License Information

Bird agrees not to operate as a shared-used motorized scooter operator in the City of Bloomington without first obtaining a license from the Board of Public Works.

2. Applicant Information

Name of Company	Blue Jay Transit USFM LLC
Address of Company	382 NE 191st St PMB 20388
City, State, Zip	Miami, FL 33179
Phone Number	(866) 205-2442
Website	www.bird.co
Email	hello@bird.co
Social Media Website	Twitter: @BirdRide Instagram: @Bird

3. Company Information (complete duplicate fields only if different from above)

Name of Company	
Address of Company	
City, State, Zip	
Phone Number	
Website	
Email	
Social Media Website	
Addresses/Handles:	
Company is a(n)	☒ LLC ☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Other

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

Date of Incorporation or Organization:	3/18/2024
State of Incorporation or Organization:	Delaware

(If not Indiana) Date qualified to transact business in the State of Indiana:	5/1/2024
Employer Identification Number	99-2085526

5. Prior licenses

Have you had a similar license, either from the City of Bloomington or a different municipality, revoked?

X Yes ____ No

Bird has a tremendous track record with cities in which it has been granted a permit. Bird has never had a permit revoked with the exception of the following:

The only instance where it could be construed that Bird's permit was revoked is with the City of Charlottesville, VA. Bird was granted permission to operate in Charlottesville as part of their pilot program in January 2019. Bird removed its vehicles from Charlottesville in mid-June 2019 to replace its older units with updated models. In August 2019, the City revoked Bird's ability to participate in the pilot program through its conclusion in December 2019. The City of Charlottesville invited Bird to re-apply to its permanent dockless program once enacted.

6. Descriptions, Pricing, and Service

A. Please provide the following information with regard to every type of scooter or e-bike you may deploy within the City of Bloomington.

Make	Model	Color
Bird	Three	Silver and Blue
Bird	Four	Orange and Blue
Bird	Bird Bike	Blue
Bird	Bird Commuter E-bike	Silver and Blue

Fleet Inventory: It is our plan to deploy 450 e-scooters (64% of the total fleet) and 250 e-bikes (36% of the total fleet) in Bloomington. This is an overall fleet increase of 57% in order to meet existing demand Bloomington, while mitigating any clutter or idle devices.

During peak ridership time this season, our team already maintained an average deployed fleet of 620 devices, demonstrating our ability to effectively scale above our previous cap of 400 devices. We are also excited to bring new devices to the Bloomington program. We currently already are testing 5 Bird Four e-scooters in the program to collect data on ridership trends. While this will be a staggered fleet swap as these new devices become available, we expect to fully swap out our current fleet in favor of our newest Bird Four e-scooters and Bird Commuter e-bikes by 11/1/2025.

A full inventory of our devices currently deployed or at our local facility in Bloomington is listed in Attachment F. If our application is approved, Bird will ensure that all necessary device types and quantities are procured to match the fleet ratios listed in this document.

B. Indicate a schedule of rates and charges you will charge to users (if necessary, attach additional

documents):

Pricing is clearly communicated to riders via the app. Riders can view pricing for their current location under the app's "Payments" tab. Any updates to the pricing structure are formally communicated to riders before their next ride through a push notification or banner. Riders get a receipt that displays the final ride price at the end of each trip. This information is also available in their ride history.

Bird offers the following pricing plans in Bloomington:

Bird believes in transparency and will clearly communicate all price changes to users through in-app push notifications and banners. Riders can also view pricing for their current location under the app's "Payments" tab. Bird delivers a receipt to riders after every ride. This information is also available in their ride history. We do not charge users a fee for the time needed to read safety messaging or to complete a first-time user tutorial or safety quiz.

Plan	Pricing
Standard	\$1 to unlock, plus an initial \$0.39-\$0.59 per minute based on demand, utilization, and additional city fees and charges.
Bird Community Pricing	This program provides the following eligible riders with 50% off our standard unlock and per-minute fee: • Low-income residents • Veterans • Seniors • Pell Grant recipients • Employees of pre-approved community-based organizations and nonprofits To sign up, riders must email proof of eligibility to access@bird.co. Approval takes approximately one business day.
Ride Pass Memberships	Ride Passes are designed to save riders money and accelerate modeshift away from cars for short-distance trips. The following example plans are tailored to suit individual needs: • 30-min: \$8.99 • Daily Pass: \$19.99 for unlimited rides; • Weekly Pass: \$1.99 for free unlocks; • Monthly Pass: \$5.99 for free unlocks. We can also offer an hourly or annual ride pass if desired by the City.
Bird+	This membership program is free to enroll, and Bird's reward members enjoy a host of benefits, including: • Free unlocks during commuting hours (e.g., 7 a.m. – 9 a.m./4 p.m. – 6 p.m.), • Free reservations • Up to 30% off all rides. The more riders use Bird, the more rewards they can earn.
Student, Faculty and Staff Rate	University students, faculty, and staff will automatically receive 10% off the standard rate when they use their .edu email to sign up for their Bird account.

Special Fare Programs	Bird regularly promotes special fare programs in response to local needs, like Roll to the Polls initiative that has provided free rides to voters since 2019, and will include the upcoming 2025 elections. Bird will also offer promotions such as free unlocks on Bike to Work Day and Bike to School Day. By supporting community-wide events, we will continue to elevate the biking culture and active transportation usage at Indiana University and Bloomington.
Bird Free Ride Vouchers	Bird commits to providing free and discounted ride vouchers to our partners at the City of Bloomington to use as incentives for municipal programming encouraging use of alternative modes.

Bird Community Pricing

Bird Community Pricing is designed to be the most inclusive micro-mobility discount program. It provides the following eligible riders with 50% off our standard unlock and per minute fee: low-income residents; senior citizens; students with Pell Grants; veterans/military and employees of pre-approved community-based organizations and nonprofits. To sign up, riders email proof of eligibility, to access@bird.co. Anyone currently enrolled in or eligible for a city, state, or federal assistance program (including, but not limited to, Medicaid, SNAP/LINK, discounted utility bills, discounted bus passes, etc.) would qualify. Approval takes approximately two to three business days. Bird will work with the City and community organizations to identify additional appropriate qualification indicators for Bird Community Pricing.

Red, White, and Bird

Bird will offer our Red, White, and Bird program in Bloomington. Designed to increase the accessibility of our service to U.S. military members and veterans, the program will allow eligible riders to unlock and ride Birds without the initial \$1 base fee every time they ride.

To enroll, eligible riders will be required to email their U.S. military identification or proof of military service, along with their full name and phone number to one@bird.co. Approval will take approximately two to three business days.

Semester Membership

We will offer a subscription plan (or pre-load) that will provide a 10% usage-based discount to Indiana University-Bloomington students. We offer a number of benefits associated with usage and membership. Some examples include:

- Discounts based on the number of trips purchased.
- Discounted or free rides based on the neighborhood where the ride begins, providing promotional opportunities specific to the Bloomington community.
- Promotions from integrated local businesses and community organizations that serve the Bloomington community.
- Multi-modal payment system discounts, such as discounts for using as a last-mile solution for transit.

Transit Connections

In an effort to increase connectivity to transit options and other modes in Bloomington, Bird has provided our MDS and GBFS feed information directly to the RideAmigos team to integrate real-time location of e-bikes and e-scooters into the Go Bloomington Trip Planning Tool. While we are currently waiting on the RideAmigos team to activate this integration, we greatly look forward to further becoming an integral part of Bloomington's transportation framework in this way.

C. Describe the safety inspection program you will use to ensure the safety of all deployed standing or scooters, and e-bikes (if necessary, attach additional documents):

Frequency with which each vehicle is checked for safety

Bird personnel inspect each vehicle for safety daily on the street as well as weekly in our service center. To guarantee that these daily and weekly checks happen, Bird uses a system that tracks the exact time of maintenance for every vehicle. To maintain vehicles and ensure safe operations, Bird performs the following:

Pre-launch safety testing	Each Bird undergoes a 106-point quality assurance inspection, including a hands-on validation test to examine braking and steering.
Safety maintenance	Our field team inspects every device daily on the street as well as weekly in our service center. To guarantee that these daily and weekly checks happen, Bird uses a system that tracks the exact time of maintenance for every vehicle. We also use algorithms and machine learning to identify devices that may require attention proactively, and perform preventative inspections when necessary.
Service location maintenance & repair	Each vehicle is inbounded by our team, then inspected, triaged, and tagged. Vehicles move through the logistic warehouse repair flow, receiving service from Fleet Managers who specialize in specific repair points until they pass quality assurance protocols.
Cleaning regime and hygiene proposals in light of Covid-19 Predictive maintenance	In compliance with all government guidelines, we use safety glasses, masks and gloves, along with enhanced cleaning protocols, including but not limited to sanitizing vehicles every time they are serviced or charged, and conducting daily in-field sanitization on high-touch surfaces including bells, throttles and handlebars. Bird uses government approved disinfectant that forms an antimicrobial coating, bonding to surfaces and killing 99.99% of germs, keeping surfaces hygienic for up to 30 days.

Predictive maintenance

Bird has a proprietary system that allows us to predict when vehicles will be in need of repair and isolate them for service. Using a variety of algorithms and machine learning techniques, we proactively identify vehicles that may require service or attention. Bird's predictive capability preemptively marks vehicles in the Bird system so they are removed from the rider map immediately, and dispatches our local team to inspect the vehicle and make repairs as necessary.

Periodic maintenance

Bird also uses a time-guided system to ensure that every vehicle is inspected and serviced each week, even if it is not identified for predictive maintenance or otherwise flagged by the Bird team or a rider. As mentioned above, our vehicles will be fully inspected and serviced at least once a week in our service center. Bird tracks exactly when a vehicle last received maintenance to ensure our vehicles are safe and high-functioning. If a vehicle needs service, Bird dispatches a local team member to retrieve the vehicle to bring it in for maintenance.

Cleaning maintenance

Bird upholds stringent minimum standards for cleaning. In addition to routine maintenance, our local team cleans vehicles once a week. We also clean the vehicles whenever they enter a service center. During a process we call Bird Baths, vehicles are wiped down and vehicle parts are cleaned.

D. Describe your local staffing and operational plan, including information regarding local staffing and any contractor you will utilize to perform services related to your scooters (if necessary, attach additional documents):

Identifying and Recruiting Fleet Managers

We employ a Fleet Manager, Korbin Clark, in Bloomington who runs and owns his own business contributing to small business growth for Bloomington. In 2025, we expect to share more than \$125,000 with Korbin, which equates to \$30 per hour. Korbin can be reached at 812-929-1402 korbin@korbinclark.com should the City need immediate assistance on the ground. After first working with multiple local fleet managers in Bloomington, we have consolidated our operations under Korbin's purview based upon his strong operational acumen and presence in the community.

When it comes to sourcing staff, Bird is focused on creating meaningful opportunities in the City of Bloomington. Through our Bloomington Fleet Management Program, Bird engages with locally-owned and operated businesses, logistics partners and entrepreneurs to provide a meaningful revenue opportunity. We identify and recruit our Fleet Managers directly from the community, only executing contracts with applicants who are able to successfully demonstrate the ability to manage a portion of Bird's fleet.

Korbin is well known in the Bloomington community. He is a source for good with a reputation for hiring locally and going the extra mile to serve the area. He has recently worked with our city partners on vehicle demonstrations and events such as Bike to Work Day. When we execute a contract with a Fleet Manager, Bird commits to providing long-term support, resources and real opportunities for revenue. Additionally, we offer support and guidance relating to any initially required operational set up to ensure a smooth ramp-up.

While Bird continues to maintain certain in-house staff and operations, our goal is to make a lasting positive impact on the communities we serve, specifically by deepening our local roots and working toward our company-wide goal of prioritizing opportunities for traditionally underserved communities, minorities, women, differently-abled populations and other groups at risk of exclusion from social or financial opportunities.

Strong local knowledge and a deep understanding of each city's unique infrastructure and neighborhood complexities are key to the success of an efficient and city-friendly scooter operation. We recruit our Bloomington Fleet Managers directly from the community, focusing on providing opportunities to small, locally-owned businesses and entrepreneurs. However, before partnering with a prospective Fleet Manager, they undergo rigorous vetting to ensure they meet and exceed our standards for operational excellence.

When searching for local partners, we assess candidates based on the following criteria:

- Whether they are a trusted member of the local community with strong references.
- How they staff their teams (more long-term arrangements with opportunities for advancement as opposed to short-term, temporary work) and whether they intend to pay a real living wage.
- Commitment to provide the safest and most reliable service Commitment to hiring locally.
- Commitment to developing or expanding any existing diversity and inclusivity policies in recruitment and retention.
- Existing local infrastructure (e.g., warehouse facility or other work space with ample charging and storage) certified for safe use by local workplace safety standards.
- Commitment to use renewable energy to charge vehicles.
- Commitment to use zero emission vehicles for deployment, rebalancing and collection.
- Experience managing logistics or operations, with a strong preference for shared micro-mobility.

We only partner with Fleet Managers to complement our operations if they are able to demonstrate real commitment to running a sustainable and city-friendly operation, and ensuring the highest safety and quality standards for Bird, the community and, most importantly, our riders. During the initial engagement process, we inform candidates of the Key Performance Indicators (KPI) and Service Level Agreements (SLA) they will be required to meet in order to remain in partnership with Bird.

Organizational Structure and Staffing

Bird's operations team oversees our work in Bloomington, supported by Fleet Managers sourced from our Bloomington Fleet Manager program and on-boarded directly from the community. These local efforts will be supported by Bird's central teams, and with tools and best practices honed over millions of rides.

Team Roles	Responsibilities	Employment Type	Expected Number of Roles
Government Partnerships	Work with city partners and operations team to ensure that Bird is in compliance with city rules and regulations outlined in agreement. Establish partnerships with local community organizations and find opportunities to collaborate.	Full-Time, in house	2
Operations Leadership (General Manager, Operations Associates)	Oversee field and service location teams. Liaise with local stakeholders and broader community. 24-hour contact for City staff for all questions and concerns related to deployment, charging, rebalancing and fleet operations in the City. Operations leadership liaises internally with our Engagement Managers to ensure all City concerns are addressed and resolved swiftly.	Full-Time, in house	3
Engagement Manager	Manages all Bloomington Program Fleet Managers. 24-hour point of contact for Fleet Managers. Ensures Fleet Manager compliance with local rules and regulations. Sets KPIs and SLAs and schedules regular check-ins with Fleet Managers to track progress.	Full-time, in house	1
Bloomington Program Fleet Managers	Deploy, rebalance and collect Birds for charging and/or maintenance.	Contractor	1
Service Location Team (Drivers and Mechanics)	Maintain, clean and charge Birds at central maintenance hubs. Provide support (maintenance, IT, backend support) to Fleet Managers during service center drop-in hours.	In-House	4

Customer Service (Central Bird Team)	Collect and help remediate requests from riders or the public.	Full-time, in house	100
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Daily Operations Cycle

Bird separates the operations cycle into three main missions: 1) Deploy; 2) Rebalance and respond; and 3) Charge and maintain.

Mission	Operational Objectives
Deploy	To ensure the optimum number of e-scooters is available in a manner that avoids overcrowding

Detail: We deploy fully charged Birds to Nests, which are strategically selected to enhance mobility while keeping the right of way clear. Bird's operations platform automatically determines which Nests to populate throughout the day based on scooter concentration and temporal mobility patterns to ensure good coverage across the service area.

Our Nests are virtual and dynamic and can be easily changed and repositioned based on operational data and local feedback. Bird will work with local stakeholders to adjust or add additional Nest locations to support local businesses.

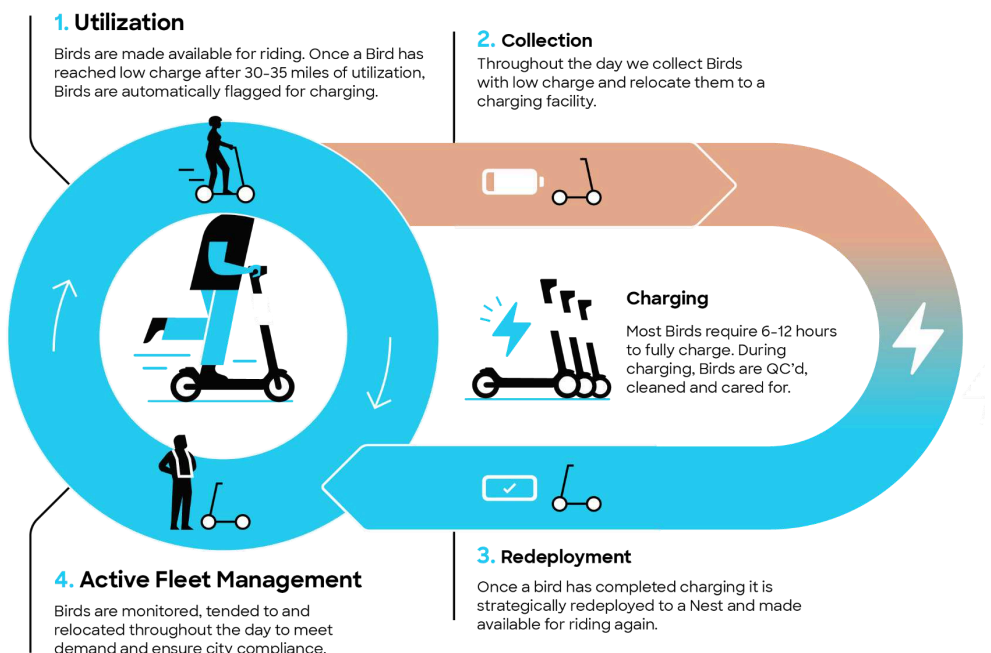
Mission	Operational Objectives
Rebalance and Respond	• Maintain good and safe parking • Respond proactively to concerns • Respond proactively to feedback from the public and city stakeholders

Detail: As a community partner, Bird will share a responsibility in keeping streets safe and accessible. Our on-the-ground partner continuously monitors the location, battery level and mechanical health of every Bird e-scooter where we operate. With our local warehouse facility located at 301 W 17th St, Bloomington, IN 47404, we are able to attend to any operational needs at a moment's notice. Moreover, our local manager can be reached at 812-929-1402 korbin@korbinclark.com should any concern arise. Throughout each day, we also routinely rebalance, re-park or collect Birds for charging or maintenance.

Mission	Operational Objectives
Charge and Maintain	• Keep in-field e-scooters charged and ready to ride • Quickly remove unusable devices from the public right-of-way

Detail: To maintain the optimal number of rideable scooters, Bird centrally monitors scooter charge levels in real time. When scooters are below a certain battery threshold, we automatically dispatch team members to collect and charge them. Bird's proprietary e-scooters have substantially longer battery life than earlier consumer models, reducing the frequency of charging and its attendant operational impacts. Our vehicles are also sanitized every time they are charged.

Daily Operations Cycle



Severe Weather Plan

Snow, Extreme Cold, and Other Winter Weather Conditions

Winter weather can bring ice, snow and cold temperatures. We will continue operations unless the temperature drops below zero degrees. At that point we will shut off the scooters and e-bikes until warmer temperatures return. When there is over 3 inches of snow and notified by the city, Bird will remove all devices from the corrals in advance of the city's snow removal efforts.

If snow and ice is expected, we will monitor the weather conditions and will shut off the market for accumulation of snow over 3 inches, and if the conditions are excessively icy. We will use the National Weather Service as a standard for weather predictions. In cases where we shut off the scooters, we will send in-app notifications to users to let them know about the pause in service while notifying the City in parallel.

Heavy Rainfall and Thunderstorms

Our scooters and e-bikes operate in all weather conditions. If the conditions are simply rainy, we will continue operations as normal. If we experience thunderstorms, our operations team will:

- Stop working in the field until the storm passes;
- Shelter in the van or public buildings until the storm passes; or
- If the storm does not pass within 30 minutes, return to the warehouse to conduct maintenance activities.

If there is heavy rainfall to the point of flooding, we will maintain the safety of our employees first. If conditions become safe, we will work to take scooters off the street as soon as possible and notify the City of our progress.

Extreme Heat

During extreme heat events, team members will reduce activity accordingly and increase water and fluid intake to match the conditions. Rest breaks will be increased in areas with air conditioning or with a fan to help cooling. We will notify the City if there is a reduction in team members in the field which could affect response times to relocation requests during extreme heat.

High Winds

Scooters are prone to tip in high wind events, even advanced models with double kickstands. In high wind events, we will reduce deployments and ensure our operations team places scooters facing into the prominent direction of the wind. We will also make trips through the city to stand up tipped scooters when the scooters' sensors indicate they are tipped over. We will notify and work with the City if we are experiencing high winds and reduce our deployments.

E. Attach a GPS or GIS-based map depicting the proposed service area of your scooters. (**see Attachment B**)

F. Attach color photographs depicting each type of scooter that will be deployed. Please include one or more photographs that clearly depict the notices required to be displayed on each scooter per BMC 15.58.090. (**see Attachment C**)

7. Required Public Outreach and Communications

A. Identify your company's 24-hour customer service number through which users and members of the public may contact you company:

Riders, community members and city staff can contact Bird 24/7 through multiple customer service channels:

- Website: <http://www.bird.co>
- Telephone: +1 (866) 205-2442
- Email: hello@bird.co
- Twitter: @BirdRide
- Instagram: @Bird
- Online Form: <http://www.bird.co/contact-us/>
- Community Mode: Available in App

B. Provide the URL to a link or other method of access to a Bloomington-specific page on your website as required by BMC 15.58.120(c):

The following is the Bloomington-specific webpage on Bird's website as required by BMC 15.58.120(c): URL: <https://www.bird.co/bloomington>. Bird will educate users on legal scooter parking and legal scooter use on the Bloomington specific website, within our mobile application, and as part of its mandatory, semi-annual outreach programs. Bird provides the following information on the Bloomington-specific website:

- (1) The City's local regulations governing legal shared-use motorized scooter use;
- (2) The City's local regulations governing legal shared-use motorized scooter parking;
- (3) The City's affordability and accessibility requirements; and
- (4) Best practices concerning safe and courteous shared-use motorized scooter use.

C. Provide details of the helmet distribution plan described in BMC 15.58.120(e); note that all helmets you provide must be up to code with the U.S. Consumer Product Safety Commission:

Bird will make available, at no charge and at a local location, helmets that may be procured by shared-use motorized scooter users. At Bird, we put safety above growth. Bird has already worked with IU's Student Wellness Center to distribute hundreds of free helmets and will continue to do so.

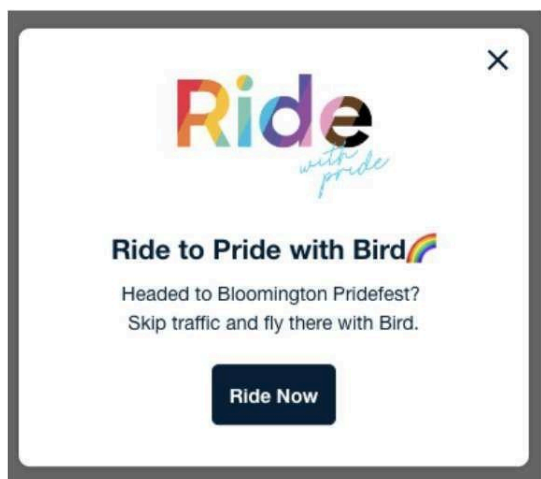
Bird is committed to safety. We are proud of the work we have done as the first shared mobility company to spearhead proactive helmet use and responsible riding campaigns. We know how important it is for riders to protect themselves while riding on busy urban streets. In the past year and a half, Bird has given away more than 100,000 free helmets across hundreds of markets.

Bird has and will continue to work closely with community organizations and government agencies to create features that address responsible riding issues. Through partnerships with the City and other key community groups, Bird will lead safety initiatives to educate riders about the importance of wearing helmets while riding.



D. Submit protocols for highly attended third-party events, that will seamlessly enable accessible and safe transportation via scooter and/or e-bike.

Bird will continue to work closely with event organizers on highly-attended third-party events such as the Bike to Earth Day at Switchyard Park, Little 500, Bloomington Pridefest, Indiana University gamedays, and other large scale events to ensure that operations run smoothly, whether it's geofencing a No Ride Zone, strategically deploying vehicles in high demand areas, or increased rebalancing in event areas. Bird will meet with event organizers ahead of these types of events to develop a strategy for event operations and make sure that everyone is aligned. Bird will continue to work with members of the City to supply free use of devices for group rides as well, as we have done with our partners numerous times in the past.



CASE STUDY: Special Event Management

We have successfully worked with The Ohio State University team to strategically implement Special Event Zones on days when a large campus event is happening. We have outlined an example of a football game day below. We have successfully operated during special events and on game days on dozens of campuses and would work with Bloomington and IU to create a playbook specific to campus prior to next school year's football season.

The image below is an example of one of The Ohio State Special Event Zones. On game days this No Parking or Riding Zone is visible on all riders map in-app. As soon as a rider enters the zone, they receive a push and email notification alerting them that they have entered a No Parking/No Riding zone. In addition to this messaging, the Bird will gradually come to a speed of 1 MPH forcing the rider to dismount from the scooter - encouraging them to walk their scooter out of the zone and either end their ride or take an alternate route. Prior to game day, all riders who have entered the Ohio State's operating zone in the prior 3 months receive an email alerting them to the special event day rules. And if a user is in the operating zone on an event day and opens their app, they see a splash screen alerting them to be aware of the gameday rules.

In addition to the "No Parking or Riding" Zone, Bird will work with Bloomington and IU to create designated parking locations around the perimeter of the zone, allowing riders to safely and successfully park their Bird out of the pedestrian right of way.

E. Attach an outline and proposed schedule for the week-long safety campaigns required by BMC 15.58.120(d). At a minimum, the outline shall include the following:

- Dates and hours of each safety campaign to be held during the term of this license;
- Proposed staffing levels for each campaign;
- A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;
- The planned method of dissemination for campaign information and materials.
(see appendix)

8. Insurance

Attached is our proof of insurance in the form of an insurance certificate naming the City of Bloomington as an additional insured and indicating that the company's insurance is primary. The insurance certificate shows the following minimum insurance limits:

Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 in the aggregate

Automobile Liability: \$1,000,000 combined single limit

Umbrella/Excess Liability: \$5,000,000

The Umbrella/Excess Liability policy shall apply to both the Commercial General Liability and Automobile Liability policies. All policies shall be endorsed to indicate that the City shall receive thirty days prior written notice of policy cancellation or non-renewal of coverage.

9. Indemnification

By signing and submitting this application, the undersigned, in consideration for the issuance of a license by the City of Bloomington Board of Public Works, agrees to the following:

- A. The undersigned is a duly authorized representative of the applicant shared-use motorized scooter Operator.
- B. The undersigned, in exchange for the issuance of a license by the City of Bloomington Board of Public Works, 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 is licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
- C. 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, suites, 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.
- D. The undersigned understands this release binds him/herself, the applicant shared-use motorized scooter Operator, and all heirs, executors, partners, co-owners, administrators, successors and assigns of each.
- E. The undersigned acknowledges that he/she has read this section and understands all of its terms. The undersigned consents to the terms of this release voluntarily and with full knowledge of its significance.

10. List of Legal Requirements (Chapter 15.58 of the Bloomington Municipal Code)

Bird commits to following all the legal requirements outlined in Chapter 15.58 of the Bloomington Municipal Code. And understands the failure to comply with the following requirements shall subject the company to fines and may result in revocation of the company's license to operate in the City.

- A. All scooters shall have their speed governed so that they are capable of traveling no faster than 15 miles per hour on a flat, dry surface.
- B. All scooters shall be assigned a unique identification number that is visible to users and to nearby pedestrians.
- C. All scooters must be equipped with a bell, horn, or other lawful signaling device.
- D. All scooters shall be equipped with lights and brakes in accordance with Bloomington Municipal Code § 15.58.090(f) and as required by state law.
- E. All scooters shall be capable of being remotely locked down by the Operator and shall be maintained in a reasonably clean and proper working condition.
- F. The following items must be displayed on each scooter:
 - a. The required 24-hour phone number stated in this application;
 - b. The Operator's website;
 - c. Mobile application information for the Operator;
 - d. That users are encouraged to wear helmets, are required to obey all traffic laws, are required to yield to pedestrians, and are required to follow proper parking procedures.
- G. The hours of operation will be as follows: standing scooters: 5:00 a.m. - 11:00 p.m. (April - October) and 5:00 a.m. - 8:00 p.m. (November - March); e-bikes: 24/7
- H. All Operators must educate users on safe and legal scooter parking as well as safe and legal scooter use (1) on their Bloomington-specific website, (2) within their mobile application, (3) as part of their mandatory, semi-annual outreach programs, (4) by requiring riders to take quizzes at least semi-annually on safe riding habits, parking restrictions and rules of the road, and (5) by providing information to users on how and where to obtain helmets.
- I. Operators must either geo-fence corrals and bicycle racks as the only appropriate areas to end a ride or provide financial incentives to users to end rides in these areas.
- J. All Operators shall mandate that users take a photograph of their scooter at the conclusion of each ride.
- K. All helmets provided by Operators must be up to code with the U.S. Consumer Product Safety Commission.
- L. Operators must provide a price discount of at least fifty percent (50%) to members of the public who can demonstrate participation in any local, state, or federally-administered assistance program.
- M. Once the City and Operators take measures to promote appropriate parking, Operators with vehicles outside the designated parking area may be fined in the amounts set forth in BMC 15.64.010(d).

NEW FOR 2025! Real-time Proper Parking Verification - Powered by AWS AI | We recognize that proactively reducing parking violations in Bloomington is essential. With this in mind, we recently updated our end-of-ride Visual Parking System to incorporate a more sophisticated AI and machine learning component powered by Amazon Web Services (AWS) that enables us to automatically identify additional non-compliant issues in photos in real time, such as tipped devices or blocking sidewalks. This new update will allow us to prevent riders from ending rides until they have parked in full compliance with local rules

and regulations, rather than retroactively issuing follow-up education or fines. It is also linked to our new Rider Score feature, an industry-first educational tool that provides riders with a dynamic, five-star rating based on their riding and parking behavior. The feature automatically updates riders' scores after every trip, and provides real-time feedback and post-ride education tailored to local regulations.

Our VPS uses **3D city mapping and sophisticated AI** to direct riders to proper parking locations and confirm in real time whether or not a device is parked correctly before enabling the rider to end their ride.

Step 1: Scan Surroundings. At the end of the ride, riders are instructed to take a photo scan of their device and the surrounding area. Real-time AI scans the photo to confirm a device is present. If no device is detected, it alerts the rider to adjust their camera position.

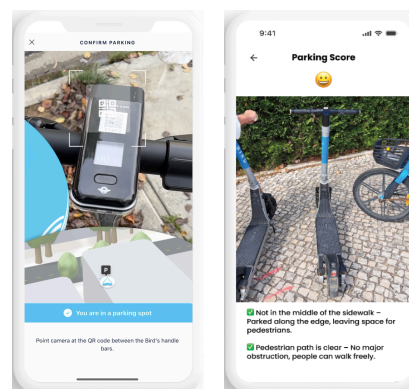
Step 2: AI Analysis. Once a device is detected, our advanced AI system analyzes the photo to verify that the device is properly parked according to local rules and regulations.

- **Verify Proper Parking:** Once a device is detected, our advanced AI system analyzes the photo and automatically identifies non-compliant issues in photos in real time, such as devices that are tipped over or blocking a sidewalk.

If the system determines that the device is not properly parked, riders will not be allowed to end their ride and will be asked to repark until the system verifies that the device is parked in compliance with local rules and regulations.

- **Verify Location for Mandatory Parking Zones:** Our advanced AI system can also analyze the photo to ensure that the device is parked in the proper location such as a parking corral by identifying unique building features and comparing them to a 3D area scan. By matching the buildings and their perspective, the system pinpoints the device's exact location in 1-3 seconds during the day and 3-5 seconds at night. If the system determines that the device is outside an approved area (i.e., a designated parking corral), they will not be allowed to end their ride and a message appears asking them to relocate to an approved location. Riders will see an **augmented reality (AR) parking marker** to assist in finding the correct parking spot.

Step 3: End Ride. Once the system determines the device is parked in an approved location and properly parked, the rider can end their ride. At the end of their ride, our Visual Parking System requires riders to submit an end-of-ride parking photo validated in real time using AI to confirm their device is parked orderly and upright. If no device is detected, or the image only includes a portion of the scooter, the system prompts the rider with an in-app warning message to align the device within the frame in an upright position and resubmit their photo. Bird issues follow-up education for non-compliance.



N. Any scooter that poses a hazard to public health and safety may be immediately removed and impounded by the City. The City may dispose of any scooter that has been impounded and stored

by the City for a period of 180 or more days. Removal, impoundment, storage and disposal of a shared-use motorized scooter shall be a Class E Traffic Violation, and shall subject the Operator to penalties set forth in BMC 15.64.010(e).

- O. Operators shall provide the City with Application Programming Interface (API) access to real-time information on their entire Bloomington fleet that comports with the General Bikeshare Feed Specification (GBFS) and Mobility Data Specification (MDS) standards, or any broadly adopted similar standards that are developed subsequently.

11. License Fees and Deployment Allowances

- A. The Operator shall submit a payment of \$30,000 in the form of a check along with this application. The check shall be deposited upon approval of this application by the Board of Public Works.
- B. In addition, the Operator shall be responsible for paying a fee per ride taken on any scooter the Operator has deployed in the City. The City shall invoice the Operator for the total per-ride fee owed on a quarterly basis. The Operator shall remit payment to the City within thirty (30) days of receipt of said invoice.

The amount of the fee shall be thirty cents (\$0.30) per ride taken.

- C. The Operator shall deploy 700 vehicles (450 e-scooters and 250 e-bikes). The Board of Public Works, through its designee, the Department of Economic and Sustainable Development, reserves the right, at its discretion, to lower the number of deployed scooters allowed under this license if the average usage per device falls below 2.0 in any given calendar month. If the City determines that the threshold has not been met in any month, it will give the Operator notice and opportunity to make internal adjustments to fleet deployment. If the average ride figures remain below the threshold for the first two weeks of the subsequent month, the City may order a reduction in the number of standing scooters allowed under this license. If the weekly average of trips per day per vehicle surpasses 2.0, the Operator may petition the Board of Public Works to increase its fleet size. The Operator must submit monthly reports specifying the number of deployed devices and the average usage per device.

At least 25% of the Operator's fleet must consist of e-bikes. The Operator will submit monthly reports specifying the distribution of each vehicle type.

In the event that repeated parking violations result in an excessive number of impoundments of the Operator's scooters by the City in any calendar month, the City may order a reduction in the number of standing scooters allowed under this license. The determination of what constitutes an excessive number of impoundments is made at the sole discretion of the City.

The Operator may petition the City for a review of the number of allowed scooters after 30 days have elapsed from the date of an order of reduction.

12. Summary of Required Attachments

- A. A GPS or GIS-based map depicting the proposed service area of your scooters.

B. Color photographs depicting each type of scooter that will be deployed. Please include one or more photographs that clearly depict the notices required to be displayed on each scooter per BMC 15.58.090.

C. An outline and proposed schedule for the week-long safety campaigns required by BMC

15.58.120(d). At a minimum, the outline shall include the following:

- Dates and hours of each safety campaign to be held during the term of this license;
- Proposed staffing levels for each campaign;
- A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;
- The planned method of dissemination for campaign information and materials.

D. An insurance certificate that is compliant with Section 8 of this Application.

E. A check made out to the City of Bloomington in the amount of ten thousand dollars (\$15,000).

By signing below, the undersigned certifies that he/she is authorized to execute this application on behalf of the shared-use motorized scooter Operator herein identified, that the information contained herein is true and accurate, and that he/she intends to be bound by the terms and conditions of this application.

John Lankford

Sr. Director, Government Partnerships

Printed Name

Title

Signature

Date

Blue Jay Transit USFM dba Bird

Name of Company

ATTACHMENT A - SPECIAL EVENT AGREEMENT

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

The City of Bloomington may, at its sole discretion, designate special event areas in which scooters are temporarily prohibited from being located or operated. The City shall provide the Operator three days' notice of such designation, including a description of the area and the dates/times of the prohibition.

The undersigned shall comply with all such designations. Failure to comply will constitute a violation of BMC 15.58 and shall be subject to penalties as outlined in BMC 15.58.040(g).

By his/her signature below, the undersigned agrees to the provisions of this Agreement.

John Lankford

Sr. Director, Government Partnerships

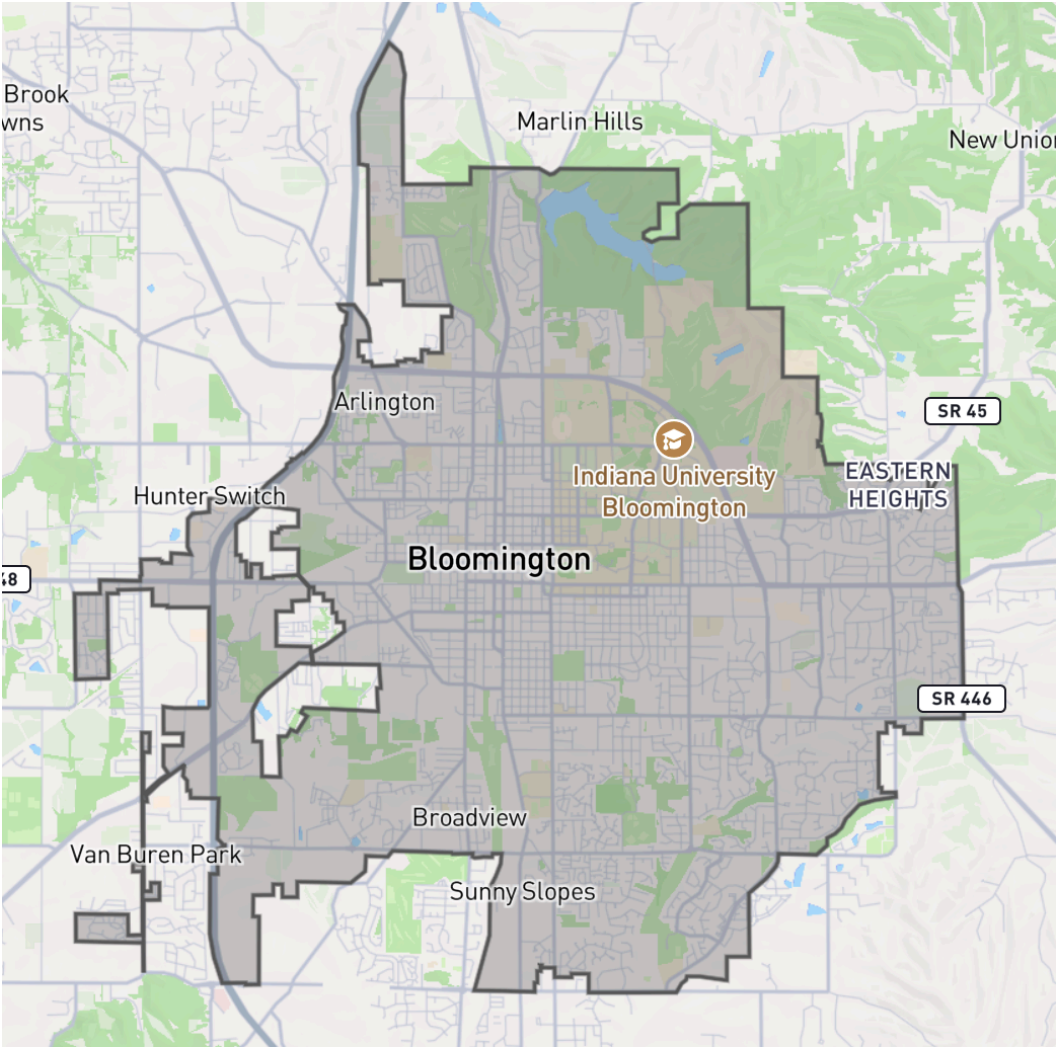
Printed Name

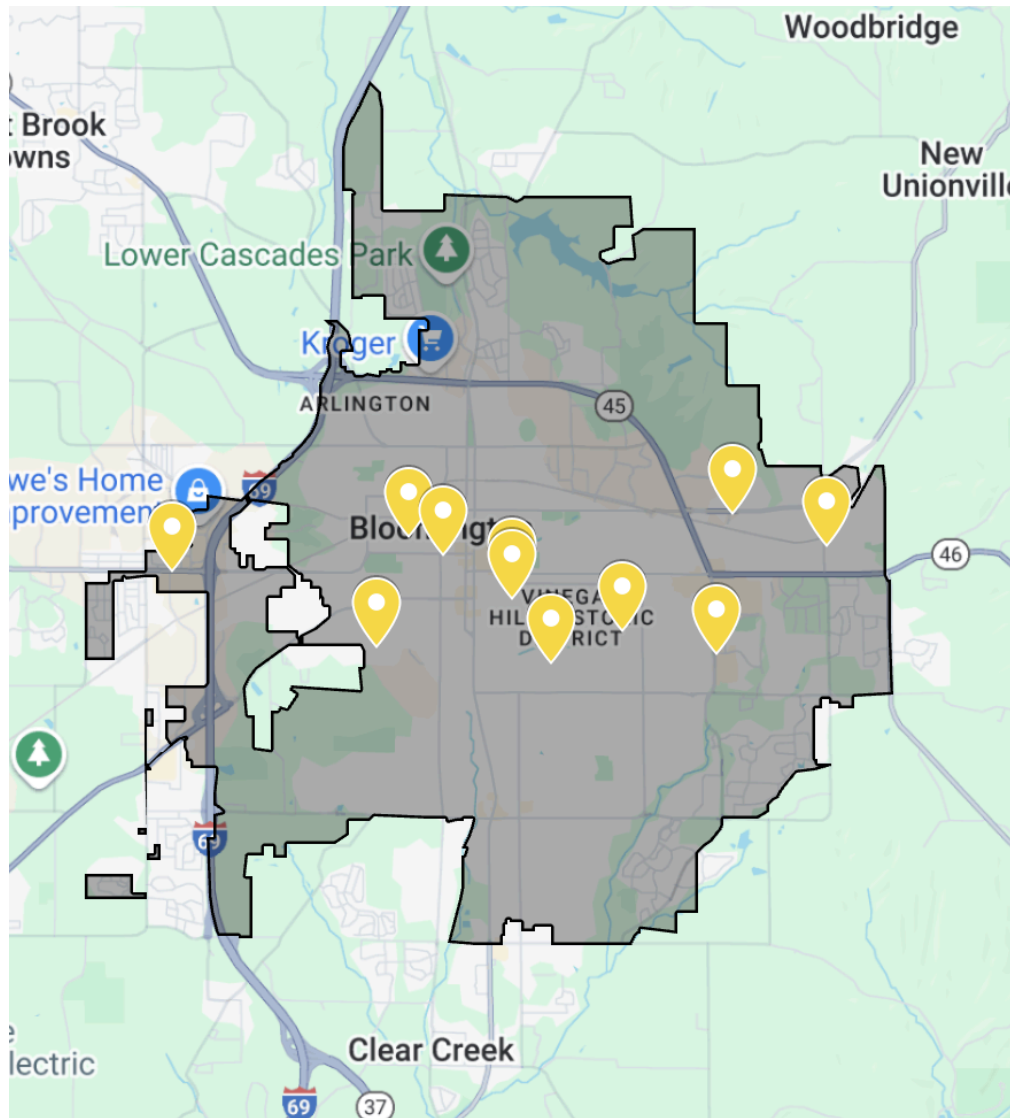
Title

Signature

Date

ATTACHMENT B - Service Area Map





As part of serving demand throughout the service area in this upcoming year, Bird also recommends additional siting of corrals, at Bird's expense, in the areas above indicated by yellow pins. These locations were identified by looking at trip start and end ridership trends, with a focus on areas away from Downtown Bloomington to promote equitable access. A .csv file of these locations is also attached to Bird's submission.

ATTACHMENT C - Vehicle Specifications

BirdThree

Speedometer
Capable of throttling speeds to specific speed limits in various geographical areas.

Speed Governor
On-Board GPS Technology

Enhanced Lighting
Built-in front white automatic lights, visible from a distance of 500 feet away.

Unrivaled Durability

Dimensions
47.7" x 19.3" x 46.6"

Weight
52.9 lbs

10" x 2.5" Pneumatic, Puncture-Resistant, Self-Sealing Tires
Tires feature puncture-proof tech, higher traction, and decreased vibration.

Most Sustainable Battery

Dual, Center Kickstand
Anti-tip kickstand keeps Bird Three upright on any surface thanks to its multiple points of contact with the ground.

Warning Bell

Tactile Contact Decal

Industry-Leading Braking

Smart Acceleration Technology

Proprietary Bird Operating System

Real-Time Diagnostics

Intuitive Handling

Exceptional Visibility

Skid Detection
Only vehicle with skid detection technology to prevent improper riding behavior.

Large Brake Lights
Built-in rear red automatic lights, visible from a distance of 500 feet away.

Performance
A rear motor gives Bird Three faster acceleration and more control in critical situations.

Tactile Unique ID

Safety Decal

Tactile Contact Decal
16 Point Font
BIRD RIDES INC.
1-866-205-2440
HELLO@BIRD.CO
BIRD.CO

SAFETY DECAL
18+ years old - One rider per vehicle
Wear a helmet - Follow traffic laws
No riding on sidewalks
1-866-205-2440
HELLO@BIRD.CO

Tactile Unique ID
48 Point Font
KH8J4

BirdFour

Braking System
Double: Front & Rear wheel drum brakes

Turn Signals
Dual-Side Front & Rear

Throttle

Front Headlight
Visible up to 500 feet

Internet-of-Things & GPS

Dual Hydraulic Front Fork

12" Magnesium Alloy Front Tire
Leak and puncture proof

Dual Side Reflectors
Visible up to 500 feet

Swappable Lithium Ion Battery
Up to 40 miles on a full charge depending on terrain

Tactile Unique ID
Vehicle identifier visible at distance of at least 10 feet

Dual Front Kickstand
Anti-tip kickstand keeps Bird Four upright on any surface thanks to its multiple points of contact with the ground

Warning Bell

Wireless Smartphone Charger

Multi-Functional Dashboard:
Speedometer, battery status, turn signal and headlight indicator, status light

Handlebar Signage:
QR Code and device activation instructions

Tactile Contact Decal & Braille Sticker

Safety Decal

Cargo Hook

Bluetooth Locking Device

7.9" Deck
Shorter and wider to reduce double riding and increase stability and comfort

3-in-1 Rear Light
Visible up to 500 feet away

Turn Signals
Dual-Side Front & Rear

Braking System
Double: Front & Rear wheel drum brakes

10" Magnesium Alloy Rear Tires
Leak and puncture proof

350W Rear Motor

Rear License Plate

Tactile Contact Decal
16 Point Font
BIRD RIDES INC.
1-866-205-2442
HELLO@BIRD.CO
BIRDCANADA.CA

BRILLE STICKER
BIRD 866.205.2442

SAFETY DECAL
1-866-205-2442
HELLO@BIRD.CO
18+ years old - One rider per vehicle
Wear a helmet - Follow traffic laws
Proper traffic laws
Wear a helmet
No sidewalk riding

Dimensions
47" x 22" x 45"

Weight
71 lbs

Payload Capacity
220.5 lbs

QR CODE

BLUETOOTH LOCKING DEVICE

REAR LICENSE PLATE

Tactile Unique ID
48 Point Font
KH8J4

BirdBike

City Safe & Street Smart

Designed uniquely for ride share, the Bird Bike is a Class 1 Pedal Assist E-Bike that's IoT connected and built to comply with local rules and regulations.

SAFETY DECAL



QR CODE



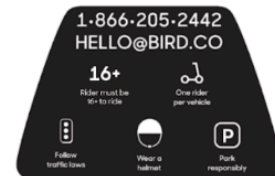
BirdCommuter

Dimensions
63.4" x 43.6" x 24.5"

Weight
66.1 lbs



SAFETY DECAL



TACTILE CONTACT DECAL



QR CODE



UNIQUE ID



ATTACHMENT D - Safety Campaign Proposal

Bird has conducted both virtual and in-person safety-focused events with the City of Bloomington and Indiana University. Targeting both residents of highly trafficked areas as well as new and returning students, these events provide education on all local regulations governing shared-use motorized scooter use and parking, best practices regarding safe and courteous riding, as well as information on Bloomington's affordability and accessibility requirements. Additionally, event attendees are able to obtain free helmets and ride credits. In fact, at our most recent event in April 2025 at the Earth Day event, we gave away dozens of helmets and connected with city and community partners. In past years, Bird also collaborated with IU's Student Wellness Center to host a "Scooter Safety Week." Focusing on the idea of peer-to-peer education regarding safe scooter use practices, students produced a safety video with Bird's help and highlighted a different safety tip each day of the safety week.

Proposed schedule

We recommend conducting two week-long safety campaigns in Fall 2025 and Spring 2026. Bird will educate users on legal scooter parking and legal scooter use as part of its mandatory, semi-annual outreach programs. Among other topics, the campaign will cover:

- The City's local regulations governing legal shared-use motorized scooter use;
- The City's local regulations governing legal shared-use motorized scooter parking;
- The City's affordability and accessibility requirements; and
- Best practices concerning safe and courteous shared-use motorized scooter use.

A. Dates and hours of each safety campaign held during the term of this license; B. Staffing levels for each campaign;

Dates: October 16-20, 2025 (homecoming week at IU) & April 1-4, 2026 (beginning of spring)

Times: 10am - 4pm **Staffing levels:** 1-2 Bird representatives

C. A copy of, or the written/pictorial content of, all materials and informational signage used in the campaign;

While this content may change over the coming months, currently we plan to use "S.H.A.R.E." educational content for the campaign. Bird will make responsible riding simple and achievable by providing attendees with five essential S.H.A.R.E. tips:

- Safe riding. Navigate traffic and bike lanes with care.
- Heightened awareness. Anticipate what others might do.
- Always alert. Save the selfies and music for after the ride.
- Respect for pedestrians. Yield and keep walkways accessible.
- Every voice matters. Get involved to help your city reshape its streets.

This public campaign will provide attendees and passersby an immersive and interactive educational experience. In partnership with local organizations, businesses, and health and safety experts, Bird will showcase the fundamentals of safe road use for non-car users. This includes:

- Micro-mobility vehicle basics
- Helmet fittings
- Tutorials of local rules of the road

- Parking best practices

The education content presented will cover among others the following topics:

- Bloomington's local regulations governing legal share-use motorized scooter use;
- Bloomington's local regulations governing legal share-use motorized scooter parking;
- Bloomington's affordability and accessibility requirements; and
- Best practices concerning safe and courteous shared-use motorized scooter use including:
 - Only one rider at a time
 - You must wear a helmet while riding
 - You must be 18 or older, with a valid driver's license
 - Ride in bike lanes
 - Safety check
 - Park responsibly
 - Follow all local traffic laws including stop signs



Additional Digital Safety Programming

We recognize that the approach above has been successful in Bloomington in past years. That said, we realize that safety education, outreach, and programming is not static. With this in mind, we are introducing additional programs for new-riders and ongoing outreach and training for returning customers that address how to ride and park e-scooters safely and compliantly with the local regulations, as well as the rules of traffic relating to our devices to support safe streets for all.

NEW RIDERS - Educating new riders on how to have a safe ride

- **In-App Tutorial:** First-time riders are required to watch an illustrative how-to-ride-and-park tutorial depicting Bloomington-specific rules and regulations. Our training also includes key safety messages like no sidewalk riding or doubling riding as well as reminding riders to be aware of other road users, including pedestrians and people with disabilities.
- **Safety Quiz:** Following completion of the in-app tutorial, riders complete a quiz (available in 100+ languages) to ensure understanding. The quiz contains a minimum of five questions on proper usage, ADA accessibility, and vehicle parking.
- **Beginner Mode:** This industry-first safety feature slows acceleration, lowers maximum speed, and provides new riders additional guidance on how to ride, enabling individuals to gradually build riding skills and confidence at their own pace. We propose that **this feature is**

mandatory in Bloomington for new-riders' first three rides (with approval from the City), and will then be available to riders at any time through the app; this will help us support the safety of riders, as they get used to this new mode of transportation.

- **Safety School:** Our local team will work with local safety advocates to host **quarterly monthly Safety School events** to teach riders how to ride and park safely, including signaling, as well as educate them on local laws governing the safe operation and parking of devices. We also distribute free helmets, provide helmet fit checks, and issue ride credits to new riders who engage in our safety quizzes and demonstrations.
- **Age Verification:** All new users in Bloomington must confirm their age during the onboarding process in the Bird app. Riders are informed of the minimum age requirement of 18+ and must acknowledge they meet it before proceeding. Bird then requires riders to upload a valid government-issued ID for verification using our automated identity authentication software. Our comprehensive review process prevents underage riders from signing up to our service, as well as detects any fraudulent attempts to open multiple accounts with the same ID. We will require ID age verification every six months for all riders in Bloomington.
- **Group Ride Feature:** While we always remind riders that all devices must be ridden by one person at a time, we offer our Group Ride feature to offer a practical alternative to double riding. For this feature, the initiating rider must affirm that all participants meet the minimum age requirement of 18+. Our app flow then requires ID verification for each participant.

RETURNING RIDERS - Reminding returning riders how to ride and park safely and responsibly

- **In-App Local Rules Page:** The Bird app features a local rules page detailing state and city-specific laws and regulations relating to our service. In Bloomington for example, we inform riders our devices should not be parked on sidewalks or in front of curb ramps that reduce the right-of-way width for pedestrians. Riders can access this at any time to make sure they are following the rules.
- **Pledge Cards:** Digital pledge cards are presented to riders via an in-app pop-up, requesting that they read and then pledge to abide by each rule. Bird can make customized cards highlighting city-specific rules and regulations.
- **Safe Start:** Don't drink and ride. That's the simple message behind this in-app checkpoint designed to discourage people from riding while impaired. Those unable to correctly type a keyword in-app are encouraged to choose an alternative method of transportation.
- **Helmet Selfie:** Designed to improve rider safety, this feature incentivizes riders to wear a helmet. At the end of each trip, riders are prompted to submit a selfie with their helmet on. Those wearing helmets receive rewards, like ride credits. Riders can also share their selfie via social media with #BirdHelmetSelfie to promote broader use of helmets.
- **On-Vehicle Information:** On-vehicle decals display key safety rules and Bird's contact information, while multilingual informational hang tags can disseminate additional user education and safety and parking reminders.
- **Social Media:** Bird uses social media campaigns to engage with and educate riders on proper parking and other safety initiatives. Bird can also share social media assets with the City to disseminate educational information.

D. The method of dissemination for campaign information and materials

For both of these campaigns, we will look to partner with both the City of Bloomington and Indiana University in order to reach as broad of an audience as possible. We look forward to discussing the best ways to disseminate this information, including potential social media posts, email blasts, and flyers. We will also push out this information through the Bird app and explore targeted social media posts through the Bird twitter account.

ATTACHMENT E - Bloomington Certificate of Insurance

See attached to submission e-mail.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
06/26/2025

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 Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Blue Jay Transit USFM LLC 382 NE 191st St PMB 20388 Miami FL 33179-3899 USA	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Liberty Mutual Insurance Co. 23043	
	INSURER B: Lloyd's Syndicate No. 1971 AA1120206	
	INSURER C: HDI Global Specialty SE AA1120822	
	INSURER D: Westchester Surplus Lines Ins Co 10172	
INSURER E: HDI Global Insurance Company 41343		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570113735382 **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	
B	X	COMMERCIAL GENERAL LIABILITY				CSDIG2400271 SIR applies per policy terms & conditions	08/22/2024	08/22/2025	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE	X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
									MED EXP (Any one person)	Excluded
									PERSONAL & ADV INJURY	\$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$1,000,000
	X	POLICY	PROJECT						PRODUCTS - COMP/OP AGG	\$1,000,000
		OTHER:								
A	AUTOMOBILE LIABILITY					AS2-661-067540-014	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO							BODILY INJURY (Per person)	
		OWNED AUTOS ONLY	SCHEDULED AUTOS						BODILY INJURY (Per accident)	
		HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
B	X	UMBRELLA LIAB				CSDIG2400299 4M x 1M	08/22/2024	08/22/2025	EACH OCCURRENCE	\$4,000,000
		EXCESS LIAB							AGGREGATE	\$4,000,000
		DED	RETENTION							
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WCCD0000600	11/01/2024	11/01/2025	X PER STATUTE	OTHER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?								E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)								E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

Umbrella and Excess policies are excess over General Liability with full aggregate limit of \$10M.

CERTIFICATE HOLDER

City of Bloomington 401 N Morton St Bloomington IN 47404 USA	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



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Blue Jay Transit USFM LLC	
POLICY NUMBER See Certificate Number: 570113735382			
CARRIER See Certificate Number: 570113735382	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

QR Code
FLEHL
8RMVI
V762J
QT5TC
LWSVQ
H3VU9
RHM3D
V9BXA
DLP3C
A4ZTV
AMXXW
LDC8V
192K5
UNDT3
JJZKJ
4ZD5W
ESARD
4PB21
HZFEY
599WX
2UX8G
RRTX7
VEPK5
VMIR5
XY233
42Q98
1MCVK
XJT8E
CYATP
DKIEE
YTBVW
3VXAU
TRT6P
RKZMD
PD513
KHE9K
RHLZX
W7KT4
6A4JC
CEQ4E
EZAED
J2EXD
H9B6L
AVSWB
B4W6F

HT7IX
FHWGN
CDJLT
7184T
Q6D98
GBNN8
V6M56
UEAXZ
BAQHP
RW9VD
CNBEV
R2Q6T
6RHQB
EH6RG
1L2VL
UPBHH
T3F46
TLX9X
TLB2P
19WQN
GF39D
9ZC3G
GEUZ5
V7L9I
69Q4B
Q1FJQ
RBGNT
XM4R7
Q2HJX
UJSF6
8LIG6
D43MJ
PKCPY
JU3MR
DJE59
YBIED
3M9LI
RFJ47
TFN3W
JWU8Q
D3K5S
ZVICU
BENCB
KTIVM
K7PPD
A76AU

JXTYB
PBP75
PS33D
11JA5
7K3DJ
U6R57
YGXGQ
BIYSD
EVSWG
NFTZW
ARPFH
HP1D8
ZQGBD
TV3D7
8428H
IUIA7
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6QY4B
J4M3W
LGV4X
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6CB5P
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9HBQH
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S4PLY
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MJJD8
K4CMZ
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MUPI7
J3IXS
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4E5U5
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VEXUE
YV9NK
4PXCZ
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UBCDU
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HDKEN
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SFXYF
HIKEL
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WZ3Y5
TDQ5L
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TRWT7
UVPYZ
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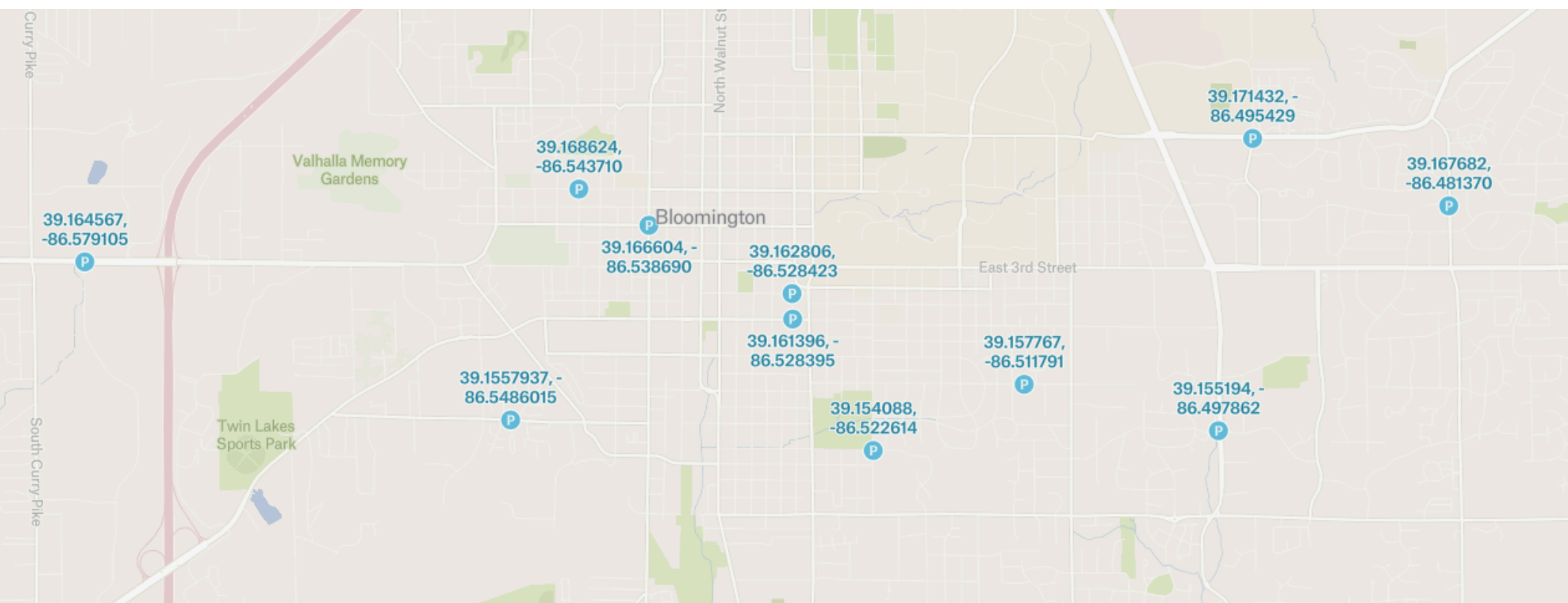
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6XCVE
UVFYX
YTINR
7SCAS
PG43R
ZFZ9G
HWSHR

Bloomington Proposed Parking Corrals





Board of Public Works

Staff Report

Project/Event: Fire Department Best Practices Review and Rewrite
Petitioner/Representative: Max Litwin, Deputy Fire Chief
Staff Representative: Max Litwin, Deputy Fire Chief
Date: 09-09-2025

Report: Fire Department Standard Operating Guidelines (SOGs) need periodic review, updated, modified, additions and removals. It has also been recommended to transition these SOGs to “Best Practices”. This contract would be to work in tandem with a law firm that specializes in this field for Fire Departments and would allow for all of these processes to be completed simultaneously while being legally sound.



CONTRACT COVER MEMORANDUM

TO: Margie Rice, Corporation Counsel
FROM: Enedina Kassamanian, Assistant City Attorney
DATE: 8-20-2025
RE: Consultant for Fire Best Practices

Contract Recipient/Vendor Name:	Fire Services Financials, Inc.
Department Head Initials of Approval:	<i>MBL</i>
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Max Litwin
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Enedina Kassamanian
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2040
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-663
Due Date For Signature:	8/30/2025
Expiration Date of Contract:	8/30/2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$15,000
Funding Source:	1101-08-080000-53170
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Employment Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This contract is for use of Fire Department specific consultant and legal services to review and assist in writing “Best Practices” for the Fire Department as has been recommended to transition from Standard Operating Guidelines (SOGs).

AGREEMENT FOR SERVICES
between the
City of Bloomington Fire Department
and Fire Service Financials

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 , Fire Service Financials (“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 June, 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 Fifteen Thousand Dollars and zero cents (\$15,000.00). Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Planning and Transportation Department, City of Bloomington, . 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	Fire Service Financials
Attn: Planning and Bloomington Fire Dept. , Project Manager(s) : Attn:Max Litwin Litwinm@bloomington.in.gov Or Atte: Legal Department - COB	Attn: Fire Service Financials Attn: Bradley M. Pinsky bpinsky@pinskylaw.com
Address:401 N. Morton St. Bloomington, IN 47401 Phone: 812-349-3426	Address: 540 Blue Shell Loop Sarasota, Florida 34240 Phone: 315-283-3048 or 315-428-8345

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

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

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

26. Living Wage Ordinance. Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit “D”**. Contractor shall post the Living Wage Poster provided to Contractor by the City Legal Department in prominent areas of Contractor’s facilities frequented by their covered employees.

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

[Signatures are on the following page.]

CITY OF BLOOMINGTON
BY:

Kyla Cox Deckard, Board President DATED

Roger Kerr, Fire Chief DATED

Kerry Thomson, Mayor DATED
City of Bloomington

PINSKY LAW

BY:

Signed by:

Brad Pinsky
(Name Signed)

8/25/2025

DATED

Brad Pinsky

(Name Printed)

attorney

(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: **Provide consulting services as to the drafting of the Bloomington Fire Department’s Standard Operating Guidelines.**

EXHIBIT “B”

PROJECT SCHEDULE

**Estimated start date is September Estimated completion is within 1 months from
the date of start to account for possible delays**

EXHIBIT "C"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the attorney 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.

Signed by:
Brad Pinsky
FA0C6DFD41A1436...
Signature

Brad Pinsky
Printed name

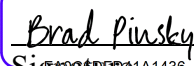
**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR DOES NOT HAVE EMPLOYEES**

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.

Signed by:


Signature

Brad Pinsky

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 attorney _____ 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: _____

None

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

None

None

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.

Signed by: Brad Pinsky
Signature

Brad Pinsky
Printed name

Updated May 8, 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 policy 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 policy 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 entering into a contract with the City.

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. §4-13-18-1. Failure to do so may make you ineligible to be awarded a bid or contract. Please see your bid packet for more details.

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

CONTRACT COMPLIANCE REGULATIONS

The following contract compliance regulations 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, _____ [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.

Bradley Pinsky
Signed/Title

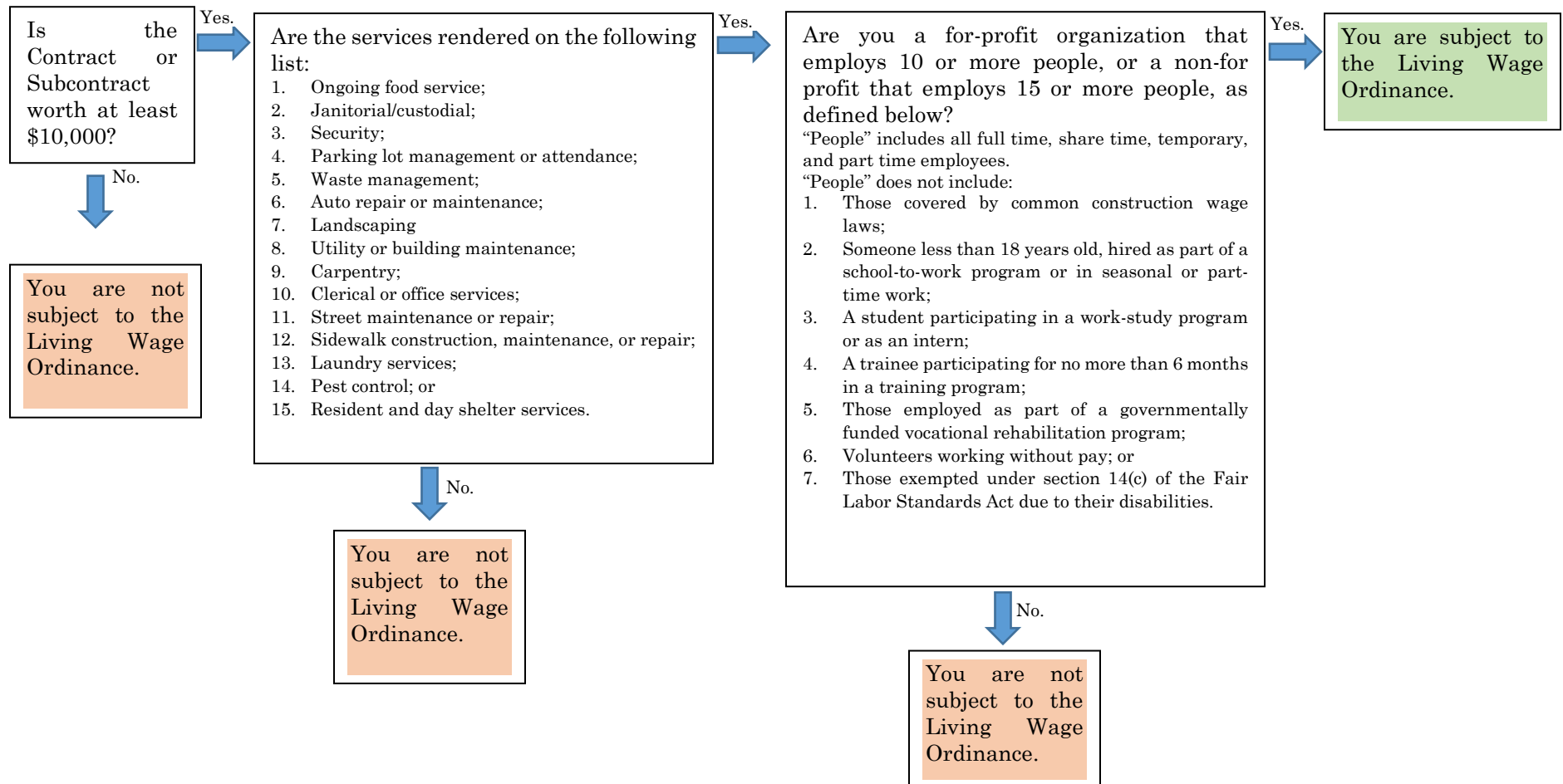
7.22.25
Date

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

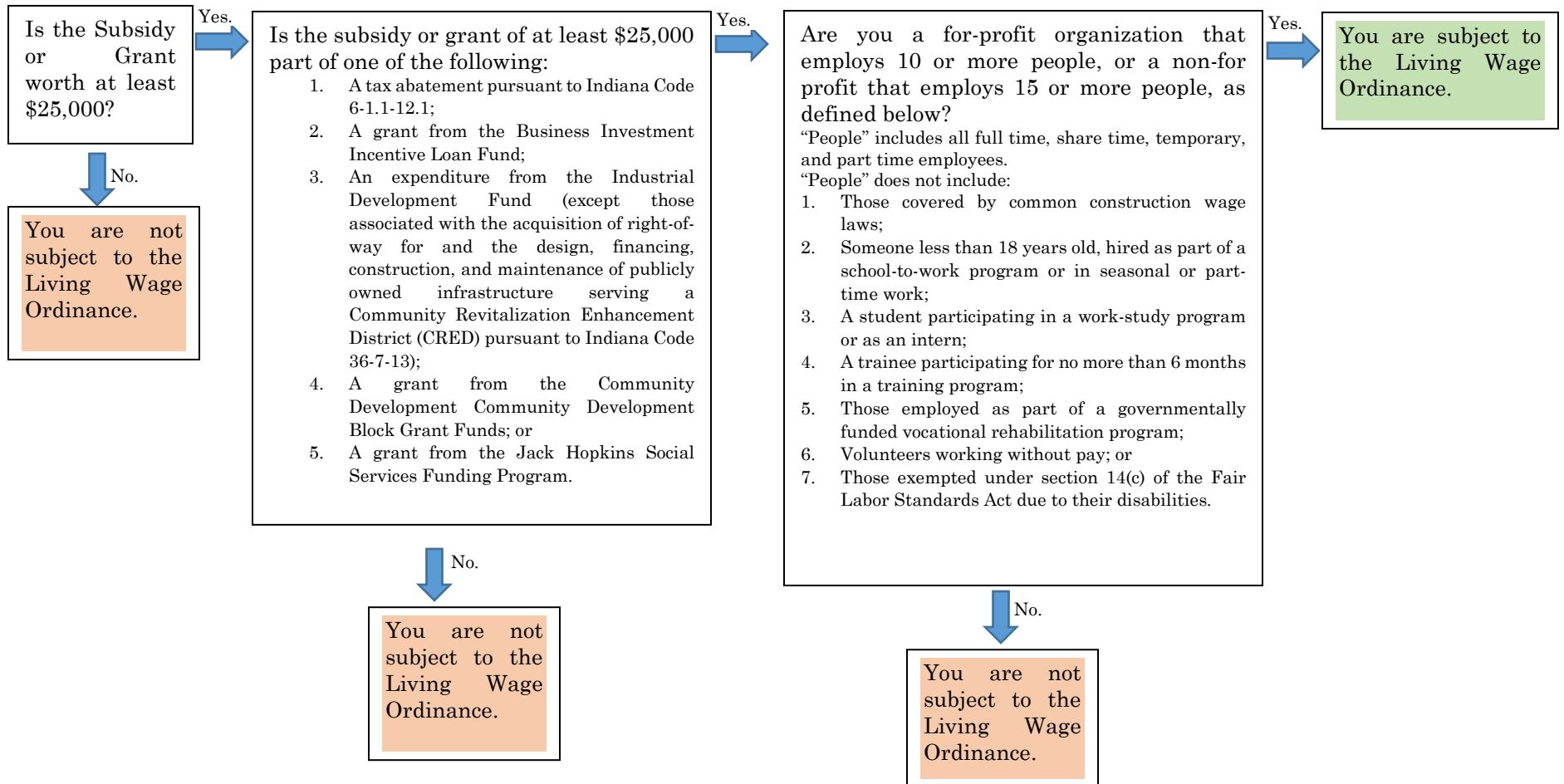
- 1) The CoB;
- 2) Companies that provide services to the CoB through contracts or subcontracts; or
- 3) Organizations that receive CoB subsidies or grants.

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





4311 East Genesee Street
Syracuse, New York 13214
(315) 428-8345
(315) 475-8230 (fax)

Bradley M. Pinsky, Esq.

bpinsky@pinskylaw.com

Nicole C. Pinsky, Paralegal

npinsky@pinskylaw.com

June 6, 2025

Bloomington Fire Department
Attention: Travis Drescher, Battalion Chief
300 E 4th St
Bloomington, IN 47408

Dear Chief Drescher:

Thank you for requesting a quote for our policy services. Our policy services generally include:

- Drafting of Administrative Policies regarding conduct related matters
- Drafting of IOSHA/OSHA Compliance Policies
- Drafting of anti-discrimination policies to address various types of discrimination specific to the fire service (including primarily disability discrimination, sexual harassment).

QUOTE FOR SERVICES: \$15,000

The project is estimated to take approximately six hours of discussions over 2-3 days (via Zoom) and then approximately 2-3 weeks to draft the Manuals. The Manuals are provided to you in Word format and are your property.

If you are interested in contracting with us to perform this work, please return a copy of this form, initially "Accepted".

Very truly yours,

ACCEPTED: _____

PINSKY LAW GROUP, PLLC

By: *Bradley Pinsky*
Bradley M. Pinsky

****Please note that all billing is performed by "Fire Service Financials" and invoices will be made from that company and payable to that company.**



Board of Public Works Staff Report

Project/Event: City Wide Fiber Project

Staff Representative: Kyle Baugh

Date: September 9th, 2025

Report: TAK Communications is currently repairing locations tagged by Engineering staff. The locations are listed in the table below:

Permitted 9/8/25 - 9/21/25

FDH	Address Number	Direcitional	Street
BLC01a-F13	1001	S	Greenwood Ave
BLC01a-F13	1011	S	High St
BLC01a-F13	1100	S	Nancy St
BLC01a-F13	1103	S	High St
BLC01a-F13	1113	S	High St
BLC01a-F13	1115	S	High St
BLC01a-F13	1115	S	Brooks Dr
BLC01a-F13	1309	S	Pickwick Pl
BLC01a-F13	1340	E	Sheridan Dr
BLC01a-F13	2511	E	2nd St
BLC01a-F13	411	S	Woodcrest Dr
BLC01a-F13	503	S	High St
BLC01a-F13	717	S	High St

BLC01a-F13	802	S	High St
BLC01a-F13	821	S	High St
BLC01a-F13	925	S	Highland Ave
BLC01a-F13	926	S	Highland Ave & Sheridan Dr
BLC01a-F13	-	-	Hawthorne Dr & E Southdowns Dr
BLC01b-F11	4317	E	EMorningside Dr
BLC01b-F13	1015	E	Atwater Ave
BLC01b-F13	1415	E	Hunter Ave
BLC01b-F13	998	E	Hunter Ave
BLC01b-F13	-	-	2nd St & S Park Ave
BLC01b-F23	120	S	Kingston Dr
BLC01b-F23	255	N	Pete Ellis Dr
BLC01b-F23	3009	S	Pete Ellis Dr
BLC01b-F23	-	-	E 3rd St & S Kingston Dr
BLC01b-F23	-	-	S Clarizz Blvd & Wilmington Ct
BLC02a-F11	1230	E	Tremont Way
BLC02a-F11	1333	E	Browning Ct
BLC02a-F11	1402	E	Elliston Dr
BLC02a-F11	1606	-	Camby Ct
BLC02a-F11	1609	E	Durham Ct
BLC02a-F11	1718	-	Camby Ln
BLC02a-F11	1719	-	Winslow Rd
BLC02a-F11	3014	S	Xavier Ct
BLC02a-F11	3021	S	Xavier Ct
BLC02a-F11	3215	S	Abby Ln
BLC02a-F11	3305	S	Ellendale Dr
BLC02a-F11	3626	S	Bainbridge Dr
BLC02a-F11	3776	S	Bainbridge Dr
BLC02a-F11	3819	S	Linda's Way
BLC02a-F12	1814	E	Caradon Hill
BLC02a-F13	1590	S	High St

BLN01a-F02	1302	N	Lincoln St
BLN01a-F02	1308	N	Lincoln St
BLN01a-F02	1314	N	Lincoln St
BLN01a-F02	216	E	19th St
BLN01a-F03	1205	N	Woodburn Ave
BLN01a-F03	1630	E	17th St
BLN01a-F03	329	W	15th St
BLN01a-F03	-	-	W 17th St & N Walnut St
BLN01a-F05	1400	N	Lincoln St
BLN01a-F14	-	-	E 17th St & N Dunn St
BLN01a-F14	-	-	E 18th St & Lincoln St
BLN01b-F13	1272	N	Lismore Dr
BLN01b-F13	1339	N	Lismore Dr
BLN01b-F13	701	N	Lindbergh Dr
BLN01b-F13	727	N	Lindbergh Dr
BLN01b-F13	729	N	Lindbergh Dr
BLN01b-F13	-	-	N Glandore Dr & W Marquis Dr
BLS01a-F06	2300	S	Brown Ave
BLS01a-F06	2313	S	Madison St
BLS01a-F06	2499	S	Milton Dr
BLS01a-F06	2608	S	Madison St
BLC02a-F10	-	-	Grimes & Woodlawn
BLN01b-F12	701	N	Maple St
BLN01b-F12	-	-	7th St & Hay
BLN01b-F12	911	N	Maple St
BLN01b-F12	-	-	W 11th St & N Adams St
BLN01b-F12	-	-	W 13th St & N Maple St
BLN01b-F12	-	-	W Cottage Grove Ave & N Monroe St
BLS01a-F07	510	W	Chambers Dr
BLS01a-F07	605	W	Chambers Dr

BLS01a-F07	715	W	Chambers Dr
BLS01a-F07	817	W	Chambers Dr
BLS01a-F07	920	S	Westhill Ct
BLS01a-F07	-	-	W Allen St & S Larkspur Ln
BLS01a-F07	-	-	W Chambers Dr & S Rogers St
BLS01a-F07	-	-	Woodhill Dr & S Rolling Rock Dr



Board of Public Works Claim Register

Invoice Date Range 08/30/25 - 09/12/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 43430 - Animal Adoption Fees										
Alison Ballman	BALLMAN-081825	01-refund adoption fee-feline-8/18/25	Paid by Check # 80568		09/02/2025	09/02/2025	09/12/2025		09/12/2025	90.00
Account 43430 - Animal Adoption Fees Totals										Invoice Transactions 1
										\$90.00
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM239879	01-Paper towels, cable ties	Paid by EFT # 67869		09/02/2025	09/02/2025	09/12/2025		09/12/2025	284.80
313 - Fastenal Company	INBLM239807	01-Paper towels	Paid by EFT # 67869		09/02/2025	09/02/2025	09/12/2025		09/12/2025	34.56
4586 - Hill's Pet Nutrition Sales, INC	254270681	01-Kitten Food	Paid by EFT # 67893		09/02/2025	09/02/2025	09/12/2025		09/12/2025	87.30
4586 - Hill's Pet Nutrition Sales, INC	254344717	01-Prescription Veterinary Food	Paid by EFT # 67893		09/02/2025	09/02/2025	09/12/2025		09/12/2025	164.57
4586 - Hill's Pet Nutrition Sales, INC	254344719	01-Dog, Puppy, Kitten and Cat Food	Paid by EFT # 67893		09/02/2025	09/02/2025	09/12/2025		09/12/2025	500.08
4574 - John Deere Financial f.s.b. (Rural King)	295183	01-litter-50 40lb bags pellet bedding	Paid by Check # 80554		09/02/2025	09/02/2025	09/12/2025		09/12/2025	264.50
4633 - Midwest Veterinary Supply, INC	25936229-101	01-Woods light 4W 110V AC	Paid by EFT # 67937		09/02/2025	09/02/2025	09/12/2025		09/12/2025	226.00
4633 - Midwest Veterinary Supply, INC	26130634-100	01-vinyl exam gloves (L)	Paid by EFT # 67937		09/02/2025	09/02/2025	09/12/2025		09/12/2025	55.15
4633 - Midwest Veterinary Supply, INC	26130634-150	01-Syringes, antibiotics, poo bags, anti-parasitic, milk replace	Paid by EFT # 67937		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,396.05
4633 - Midwest Veterinary Supply, INC	26046860-050	01-Syringes	Paid by EFT # 67937		09/02/2025	09/02/2025	09/12/2025		09/12/2025	148.37
4633 - Midwest Veterinary Supply, INC	26130634-050	01-Poop Bags	Paid by EFT # 67937		09/02/2025	09/02/2025	09/12/2025		09/12/2025	37.39
4666 - Zoetis, INC	9028785086	01-Canine and feline vaccines, FeLV test kits	Paid by Check # 80567		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,720.34
Account 52210 - Institutional Supplies Totals										Invoice Transactions 12
										\$4,919.11
Account 53130 - Medical										
6529 - BloomingPaws, LLC	743620	01-Spay- Kaleidoscope	Paid by EFT # 67829		09/02/2025	09/02/2025	09/12/2025		09/12/2025	167.50
6529 - BloomingPaws, LLC	743625	01-Neuter- Jackson	Paid by EFT # 67829		09/02/2025	09/02/2025	09/12/2025		09/12/2025	102.50
6529 - BloomingPaws, LLC	743617	01-Spay and wound care, Pebbles	Paid by EFT # 67829		09/02/2025	09/02/2025	09/12/2025		09/12/2025	213.50
6529 - BloomingPaws, LLC	743614	01-Spay/neuter and dental for Cobra	Paid by EFT # 67829		09/02/2025	09/02/2025	09/12/2025		09/12/2025	230.18
6529 - BloomingPaws, LLC	743616	01-Spay/Neuter Opie	Paid by EFT # 67829		09/02/2025	09/02/2025	09/12/2025		09/12/2025	185.50



Board of Public Works Claim Register

Invoice Date Range 08/30/25 - 09/12/25

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										
175 - Monroe County Humane Association, INC	54221	01-spay/neuter surgeries-8/5/25	Paid by EFT # 67941		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,345.00
Account 53130 - Medical Totals										Invoice Transactions 6
										\$2,244.18
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	1092423182391970	01-continuing education, certification for Jenny Gibson	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	400.00
Account 53160 - Instruction Totals										Invoice Transactions 1
										\$400.00
Account 53220 - Postage										
3560 - First Financial Bank / Credit Cards	1Z9X3V6703552696	01-UPS Store-BOH Specimen Shipping - 8/4/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	15.10
3560 - First Financial Bank / Credit Cards	1Z9X3V6703214214	01-UPS Store-BOH Specimen Shipping - 8/18/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	15.38
3560 - First Financial Bank / Credit Cards	1Z9X3V6703215924	01-UPS Store-BOH Specimen Shipping - 8/25/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	15.07
Account 53220 - Postage Totals										Invoice Transactions 3
										\$45.55
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	ZW29705	01-prevention maintenance for HVAC- 2/7/25	Paid by EFT # 67886		09/02/2025	09/02/2025	09/12/2025		09/12/2025	3,123.54
Account 53610 - Building Repairs Totals										Invoice Transactions 1
Program 010000 - Main Totals										\$3,123.54
										Invoice Transactions 24
										\$10,822.38
Program 010001 - Donations Over \$5K										
Account 53130 - Medical										
6529 - BloomingPaws, LLC	743364	01-Heartworm Treatment-Vivian	Paid by EFT # 67829		09/02/2025	09/02/2025	09/12/2025		09/12/2025	188.11
6529 - BloomingPaws, LLC	743365	01-Heartworm Treatment-Oscar	Paid by EFT # 67829		09/02/2025	09/02/2025	09/12/2025		09/12/2025	249.53
3376 - Bloomington Pets Alive, INC	2314643	01-spay/neuter surgeries-7/17-7/30/25	Paid by EFT # 67833		09/02/2025	09/02/2025	09/12/2025		09/12/2025	59.63
Account 53130 - Medical Totals										Invoice Transactions 3
Program 010001 - Donations Over \$5K Totals										Invoice Transactions 3
Department 01 - Animal Shelter Totals										Invoice Transactions 27
										\$497.27
										\$497.27
										\$11,319.65



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Fund 1101 - General										
Department 02 - Public Works										
Program 020000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WLN-C9YL- CGM4	02 - Orange detour signs & retractable traffic cone bar length	Paid by EFT # 67818		09/02/2025	09/02/2025	09/12/2025		09/12/2025	870.87
798 - Winters Associates Promotional Products, INC	115795	02-Bollard Tool Backpacks for Downtown (5)	Paid by EFT # 68034		09/02/2025	09/02/2025	09/12/2025		09/12/2025	408.67
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$1,279.54
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	0000092145	02-C Werne & Z Sowder-MUTCD Course-Traffic Control Tech	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	520.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$520.00
Account 53210 - Telephone										
1079 - AT&T	812R08178808- 25	02-Radio circuits-phone charges 07/29/25- 08/28/25	Edit		09/10/2025	09/10/2025	09/10/2025			179.35
Account 53210 - Telephone Totals									Invoice Transactions 1	\$179.35
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	carwash8/18	02-Hoosier Express Car Wash-Truck Wash- Adam Wason - 08.18.2025	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	17.25
3560 - First Financial Bank / Credit Cards	3000P02151767 15	02-Tesla-W. 3rd St- Truck Charging Fees- Adam Wason 08.04.2025	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	20.46
3560 - First Financial Bank / Credit Cards	3000P02162671 24	02-Tesla-W. 3rd St- Truck Charging Fees- Wason-8/8/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	27.04
3560 - First Financial Bank / Credit Cards	3000P02170217 62	02-Tesla-W. 3rd St- Truck Charging Fees- Wason-8/10/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	7.02
3560 - First Financial Bank / Credit Cards	3000P02175979 40	02-Tesla-W. 3rd St- Truck Charging Fees- Wason-8/12/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	21.81
3560 - First Financial Bank / Credit Cards	3000P02194792 44	02-Tesla-W. 3rd St- Truck Charging Fees- Wason-8/18/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	38.13



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Fund 1101 - General										
Department 02 - Public Works										
Program 020000 - Main										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	3000P0222154638	02-Tesla-W. 3rd St-Truck Charging Fees-Wason-8/27/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	16.69
Account 53990 - Other Services and Charges Totals							Invoice Transactions	7		\$148.40
Program 020000 - Main Totals							Invoice Transactions	11		\$2,127.29
Department 02 - Public Works Totals							Invoice Transactions	11		\$2,127.29
Department 03 - City Clerk										
Program 030000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	38486 8.8.25	03-2025 International Institute Study Symposium-England-Bolden	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,863.00
Account 53160 - Instruction Totals							Invoice Transactions	1		\$1,863.00
Program 030000 - Main Totals							Invoice Transactions	1		\$1,863.00
Department 03 - City Clerk Totals							Invoice Transactions	1		\$1,863.00
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 52110 - Office Supplies										
651 - Engraving & Stamp Center, INC	50480	04-Engraving Services for Department Name Directory	Paid by EFT # 67864		09/02/2025	09/02/2025	09/12/2025		09/12/2025	12.90
Account 52110 - Office Supplies Totals							Invoice Transactions	1		\$12.90
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	080725	04-IUBL Conference Reg. Jeff Jackson	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	50.00
3560 - First Financial Bank / Credit Cards	12911	04-Building Association Luncheon-8/11/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	50.00
3560 - First Financial Bank / Credit Cards	155020	04-Greater Bloomington Chamber Awards Event-Kupersmith	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	50.00
Account 53160 - Instruction Totals							Invoice Transactions	3		\$150.00
Account 53220 - Postage										
3560 - First Financial Bank / Credit Cards	883417120466	04-FedX Shipping Charges to Glick Co	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	46.26



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Fund 1101 - General										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53220 - Postage										
3560 - First Financial Bank / Credit Cards	0PMuguei	04-Form Approvals-Google Add on-3 mo sub	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	30.00
Account 53220 - Postage Totals										Invoice Transactions 2
										<u>\$76.26</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	MC23392091	04-MailChimp Monthly Subscription - Aug 2025	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	45.00
7082 - ICLEI-Local Governments for Sustainability USA INC	4410	04-Annual Membership to ICLEI-10/1/25-9/30/26	Paid by EFT # 67898		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,200.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 2
										<u>\$2,245.00</u>
Account 53960 - Grants										
9880 - Jennifer S Blankenship	BACGRANT-08.2025	04-2025 BAC Arts Project Grant	Paid by EFT # 67828		09/02/2025	09/02/2025	09/12/2025		09/12/2025	3,000.00
9006 - Cancer Support Community Indiana	BACGRANT-08.2025	04-2025 BAC Arts Project Grant	Paid by EFT # 67839		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,250.00
8734 - Cicada Cinema LLC	BACGRANT-08.2025	04-2025 BAC Arts Project Grant	Paid by EFT # 67847		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,500.00
9590 - Maryanne Dorsey	BACGRANT-08.2025	04-2025 BAC Arts Project Grant-Park Ridge East Neighborhood Asso	Paid by EFT # 67859		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,000.00
1433 - Ronald B Kadish	BACGRANT-08.2025	04-2025 BAC Arts Project Grant	Paid by EFT # 67914		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,500.00
976 - Kevin S MacDowell (Kid Kazoey)	BACGRANT-08.2025	04-2025-BAC Arts Project Grant	Paid by EFT # 67931		09/02/2025	09/02/2025	09/12/2025		09/12/2025	3,000.00
9487 - Paint Bloomington LLC	BACGRANT-08.2025	04-2025 BAC Arts Project Grant	Paid by EFT # 67949		09/02/2025	09/02/2025	09/12/2025		09/12/2025	900.00
9073 - Dominick Rivers	BACGRANT-08.2025	04-2025 BAC Arts Project Grant	Paid by EFT # 67973		09/02/2025	09/02/2025	09/12/2025		09/12/2025	3,000.00
9624 - Nicholas M Romy	BACGRANT-08.2025	04-2025 BAC Arts Project Grant	Paid by EFT # 67975		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,000.00
8138 - Brett Volpp	BACGRANT-08.2025	04-2025 BAC Arts Project Grant	Paid by EFT # 68015		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,000.00
3946 - Writers Guild at Bloomington, INC	BACGRANT-08.2025	04-2025 BAC Arts Project Grant	Paid by EFT # 68037		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,000.00
Account 53960 - Grants Totals										Invoice Transactions 11
										<u>\$22,150.00</u>



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Fund 1101 - General										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53990 - Other Services and Charges										
13433 - Cardinal Stage Company, INC	10006	04-FY25 Waldron Support Grant (\$75,000/\$100,000)-6/16/25	Paid by EFT # 67840		09/02/2025	09/02/2025	09/12/2025		09/12/2025	3,500.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$3,500.00
Program 040000 - Main Totals								Invoice Transactions	20	\$28,134.16
Department 04 - Economic & Sustainable Dev Totals								Invoice Transactions	20	\$28,134.16
Department 05 - Common Council										
Program 050000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DH1-HJ44-4VFP	05 - 48 Inch Table - Vintage & Printer Paper legal size	Paid by EFT # 67818		09/02/2025	09/02/2025	09/12/2025		09/12/2025	61.33
Account 52110 - Office Supplies Totals								Invoice Transactions	1	\$61.33
Program 050000 - Main Totals								Invoice Transactions	1	\$61.33
Department 05 - Common Council Totals								Invoice Transactions	1	\$61.33
Department 06 - Controller's Office										
Program 060000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	14HY-646N-4MJC	06-Post it notes, clasp envelopes, scissors, paper towels	Paid by EFT # 67818		09/02/2025	09/02/2025	09/12/2025		09/12/2025	44.96
Account 52110 - Office Supplies Totals								Invoice Transactions	1	\$44.96
Account 53160 - Instruction										
259 - Indiana Association Of Cities & Towns (AIM)	123091	06-AIM Conf. Reg. J McClellan 10.21-23 French Lick IN	Paid by EFT # 67900		09/02/2025	09/02/2025	09/12/2025		09/12/2025	345.00
Account 53160 - Instruction Totals								Invoice Transactions	1	\$345.00
Account 53170 - Mgt. Fee, Consultants, and Workshops										
391 - O. W. Krohn & Associates, LLP	SUMMIT-5.31.25	06-Services for Sudbury Summit project 5.31.25	Paid by EFT # 67946		09/02/2025	09/02/2025	09/12/2025		09/12/2025	9,940.00
391 - O. W. Krohn & Associates, LLP	SUMMIT-6.30.25	06-Services for Sudbury Summit project 6.30.25	Paid by EFT # 67946		09/02/2025	09/02/2025	09/12/2025		09/12/2025	5,325.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals								Invoice Transactions	2	\$15,265.00



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Fund 1101 - General										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	458258109546	06-Lodging (French Lick) ILMCT SBOA Conf-Gilliland-8/11-8/13	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	358.00
Account 53230 - Travel Totals								Invoice Transactions	1	\$358.00
Program 060000 - Main Totals								Invoice Transactions	5	\$16,012.96
Department 06 - Controller's Office Totals								Invoice Transactions	5	\$16,012.96
Department 07 - Engineering										
Program 070000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1G6N-CD7N-3YLV	07 - 4 ft. Digital Levels and necessary batteries	Paid by EFT # 67818		09/02/2025	09/02/2025	09/12/2025		09/12/2025	246.51
Account 52110 - Office Supplies Totals								Invoice Transactions	1	\$246.51
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	000450487	07-Mo Co Recorders-Record Document Fees 08/19/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	26.95
3560 - First Financial Bank / Credit Cards	000450571	07-Mo Co Recorders-Record Document Fees 08/20/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	36.95
Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$63.90
Account 54310 - Improvements Other Than Building										
9962 - The Sarah A Dorwin 2007 Declaration of Trust	ROW-PARCEL 21	07-High St Modernization/Multiuse Path-DES 2200020-Parcel 21	Paid by Check # 80565		09/02/2025	09/02/2025	09/12/2025		09/12/2025	20,725.00
Account 54310 - Improvements Other Than Building Totals								Invoice Transactions	1	\$20,725.00
Account 54440 - Motor Equipment										
244 - Bloomington Ford, INC	FB564	07 - New Fleet Vehicle 2025 Ford Maverick-Unit #275	Paid by EFT # 67831		09/02/2025	09/02/2025	09/12/2025		09/12/2025	29,982.25
244 - Bloomington Ford, INC	FB563	07 - New Fleet Vehicle 2025 Ford Maverick-Unit #276	Paid by EFT # 67831		09/02/2025	09/02/2025	09/12/2025		09/12/2025	29,982.25
3560 - First Financial Bank / Credit Cards	236057	07-Decked Drawer System- 2025 Ford Maverick	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,599.99
Account 54440 - Motor Equipment Totals								Invoice Transactions	3	\$61,564.49



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Fund 1101 - General										
Department 07 - Engineering										
					Program 070000 - Main Totals			Invoice Transactions 7		\$82,599.90
Program 07CRED - ENG CRED										
Account 54510 - Other Capital Outlays										
249 - Crider And Crider, INC	CRIDLONGGRN WAY-3	07-Longview Greenway (CN) 06/14-08/19/25-App 3	Paid by EFT # 67856		09/02/2025	09/02/2025	09/12/2025		09/12/2025	143,112.98
Account 54510 - Other Capital Outlays Totals								Invoice Transactions 1		\$143,112.98
Program 07CRED - ENG CRED Totals								Invoice Transactions 1		\$143,112.98
Department 07 - Engineering Totals								Invoice Transactions 8		\$225,712.88
Department 09 - CFRD										
Program 090000 - Main										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	10330337745	09-5 boxes of 100 Tootsie Roll Lollipops-PrideFest Giveaways 202	Edit		09/10/2025	09/10/2025	09/10/2025			80.11
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$80.11
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	32142811	09-Mediation Training for Annabelle Vosmeier-CJAM Center	Edit		09/10/2025	09/10/2025	09/10/2025			275.00
3560 - First Financial Bank / Credit Cards	60813	09-Chamber of Commerce BWIL Event for 2 Staff-Training	Edit		09/10/2025	09/10/2025	09/10/2025			40.00
Account 53160 - Instruction Totals								Invoice Transactions 2		\$315.00
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	8-27-25	09-Constant Contact Monthly Subscription-August 2025	Edit		09/10/2025	09/10/2025	09/10/2025			175.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1		\$175.00
Program 090000 - Main Totals								Invoice Transactions 4		\$570.11
Department 09 - CFRD Totals								Invoice Transactions 4		\$570.11
Department 10 - Legal										
Program 100000 - Main										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	08050073	10-Travelers-bond for notary - H. Whitlow	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	50.00
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007188871	10-HT-BLM Herald Times-Proposed Rules-6/6/25	Paid by EFT # 67874		09/02/2025	09/02/2025	09/12/2025		09/12/2025	30.16
Account 53990 - Other Services and Charges Totals								Invoice Transactions 2		\$80.16
Program 100000 - Main Totals								Invoice Transactions 2		\$80.16
Department 10 - Legal Totals								Invoice Transactions 2		\$80.16



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Fund 1101 - General										
Department 12 - Human Resources										
Program 120000 - Main										
Account 52420 - Other Supplies										
9148 - Office Easel LLC	1977	12- S Johnson table cloth for recruitment events	Paid by EFT # 67947		09/02/2025	09/02/2025	09/12/2025		09/12/2025	225.00
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										<u>\$225.00</u>
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	122173	12-S Pechac AIM Impact Annual Conference Registration	Edit		09/10/2025	09/10/2025	09/10/2025			200.00
Account 53160 - Instruction Totals										Invoice Transactions 1
										<u>\$200.00</u>
Account 53230 - Travel										
8764 - Kathryn Elizabeth Scales	HRINDCONF-8.2025	12-per diem-2025 HR IN Annual Conf-Indy-8/18-8/20	Paid by EFT # 67978		09/02/2025	09/02/2025	09/12/2025		09/12/2025	181.00
3560 - First Financial Bank / Credit Cards	134359	12- S. Johnson TSU Career Fair	Edit		09/10/2025	09/10/2025	09/10/2025			450.00
3560 - First Financial Bank / Credit Cards	8.25.25	12-Registration for CSU Career Fair - Johnson	Edit		09/10/2025	09/10/2025	09/10/2025			200.00
Account 53230 - Travel Totals										Invoice Transactions 3
										<u>\$831.00</u>
Account 53320 - Advertising										
6712 - Momentive Software INC.	R73570638	12-APCO International Job Posting-telecommunications mgr-8/11	Paid by EFT # 67939		09/02/2025	09/02/2025	09/12/2025		09/12/2025	249.00
6712 - Momentive Software INC.	R73504808	12-NENA Career Bd job posting-telecommunications mgr-8/11/25	Paid by EFT # 67939		09/02/2025	09/02/2025	09/12/2025		09/12/2025	349.00
Account 53320 - Advertising Totals										Invoice Transactions 2
										<u>\$598.00</u>
Account 53910 - Dues and Subscriptions										
4827 - Society For Human Resource Management	INSH632693	12-HR Staff Professional Membership Renewal (9)-11/1/25-10/31/26	Paid by Check # 80559		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,556.00
Account 53910 - Dues and Subscriptions Totals										Invoice Transactions 1
										<u>\$2,556.00</u>
Account 53990 - Other Services and Charges										
8882 - Employers Choice Online INC	66646	12- City Background checks	Paid by EFT # 67863		09/02/2025	09/02/2025	09/12/2025		09/12/2025	357.92



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Fund 1101 - General										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
9457 - Kelsey Pierce Gregory	16	12-Compensation and Classification Consultation 7/29/25-8/15/25	Paid by EFT # 67881		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,117.50
9211 - Amber N Stewart	JUNE2025TERM	12-Educational Reimbursement-June 2025 Term	Paid by EFT # 67993		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,320.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	3		\$3,795.42
Program 120000 - Main Totals							Invoice Transactions	11		\$8,205.42
Department 12 - Human Resources Totals							Invoice Transactions	11		\$8,205.42
Department 13 - Planning										
Program 130000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DYH-QQFW-XYCD	13- Notebooks, notepads, tape dispenser, tape refill, pens	Paid by EFT # 67818		09/02/2025	09/02/2025	09/12/2025		09/12/2025	126.69
3560 - First Financial Bank / Credit Cards	V2VTUQXP65356YM	13-Office Depot- 1" brass fasteners-public display-safety week	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	5.09
Account 52110 - Office Supplies Totals							Invoice Transactions	2		\$131.78
Account 52240 - Fuel and Oil										
3560 - First Financial Bank / Credit Cards	17489471	13-EV Charging Fees-Trades Garage-Department Vehicle-8/20-8/21	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2.71
3560 - First Financial Bank / Credit Cards	17322066	13-EV Charging Fees-City Hall Lot-Department Vehicle 08/12/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	4.65
3560 - First Financial Bank / Credit Cards	17102185	13-EV Charging Fees-Trades Garage-Department Vehicle-8/1-8/4	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	11.11
Account 52240 - Fuel and Oil Totals							Invoice Transactions	3		\$18.47
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LTC-7VNL-4TXR	13- Building Plates and pegboard baskets for safety week	Paid by EFT # 67818		09/02/2025	09/02/2025	09/12/2025		09/12/2025	54.98



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Fund 1101 - General										
Department 13 - Planning										
Program 130000 - Main										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	662865	13- Legos for interactive display for safety week	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	11.89
3560 - First Financial Bank / Credit Cards	HOBBYLOBBY-8.13	13- Stretchy Bands for public interaction for safety week	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	5.49
3560 - First Financial Bank / Credit Cards	LOWES-8.13.25	13- Sand for table weights and rivets for safety week display	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	22.34
3560 - First Financial Bank / Credit Cards	MICHAELS-8.15.25	13- ink stamps pads, and stamps for Safety Week Outreach	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	59.43
3560 - First Financial Bank / Credit Cards	LOWES-8.12.25	13-Pegboard with Hardware for Safety Week Public Outreach	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	50.93
5819 - Synchrony Bank	6512	13- Snacks and Drinks for Public Safety Week Event	Paid by Check # 80563		09/02/2025	09/02/2025	09/12/2025		09/12/2025	262.64
Account 52420 - Other Supplies Totals									Invoice Transactions 7	<u>\$467.70</u>
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	12958484073	13- MPO Conference Registration for Pat Martin	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	135.00
3560 - First Financial Bank / Credit Cards	12981464133	13- MPO Conference Registration for Katie Gandhi	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	135.00
3113 - Eric Lowell Greulich II	081525-APA	13-BIRD Scooter Reimb (7)-APA Redevelopment Tour- Blgtn-8/15	Paid by EFT # 67882		09/02/2025	09/02/2025	09/12/2025		09/12/2025	132.94
Account 53160 - Instruction Totals									Invoice Transactions 3	<u>\$402.94</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	7319248956869 5	13-Drury Inn-MPO Conference-P. Martin- Terre Haute-10/14-10/16	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	393.28
Account 53230 - Travel Totals									Invoice Transactions 1	<u>\$393.28</u>
Account 53990 - Other Services and Charges										
818 - Everywhere Signs, LLC	68327	13- Notice of Public Hearing Yard Signs (6)	Paid by EFT # 67867		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,012.50



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Fund 1101 - General										
Department 13 - Planning										
Program 130000 - Main										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	03865	13-APA Job Posting for Long Range Planner Position	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	100.00
3560 - First Financial Bank / Credit Cards	3543216	13- APA National Job Posting for Long Range Planner	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	295.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	3		\$1,407.50
Program 130000 - Main Totals							Invoice Transactions	19		\$2,821.67
Department 13 - Planning Totals							Invoice Transactions	19		\$2,821.67
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52310 - Building Materials and Supplies										
293 - J&S Locksmith Shop, INC	268810	19 -2 keys for Facilities	Paid by EFT # 67909		09/02/2025	09/02/2025	09/12/2025		09/12/2025	3.70
8658 - Kleindorfer's Hardware LLC	27820	19 - blank cover plate, Eye hooks, cable crimps, clips, rod ends	Paid by EFT # 67917		09/02/2025	09/02/2025	09/12/2025		09/12/2025	14.86
8658 - Kleindorfer's Hardware LLC	39593	19 - vinegar & safety glasses	Paid by EFT # 67917		09/02/2025	09/02/2025	09/12/2025		09/12/2025	12.48
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions	3		\$31.04
Account 52430 - Uniforms and Tools										
19171 - Vestis Group, INC (FKA Aramark)	4080195575	19 - Uniform pants for R Flake-8/14/25	Paid by EFT # 68012		09/02/2025	09/02/2025	09/12/2025		09/12/2025	14.20
19171 - Vestis Group, INC (FKA Aramark)	4080196559	19 - Uniform pants for R Flake-8/21/25	Paid by EFT # 68012		09/02/2025	09/02/2025	09/12/2025		09/12/2025	14.20
Account 52430 - Uniforms and Tools Totals							Invoice Transactions	2		\$28.40
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	68612	19-monthly pest control-Counsel Office-8/18/25	Paid by EFT # 67861		09/02/2025	09/02/2025	09/12/2025		09/12/2025	75.00
Account 53140 - Exterminator Services Totals							Invoice Transactions	1		\$75.00
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	ZW29468	19-SA-CH OOTM-replacement of air unit-7/21/25	Paid by EFT # 67886		09/02/2025	09/02/2025	09/12/2025		09/12/2025	9,850.00
321 - Harrell Fish, INC (HFI)	ZW29466	19-SA-CH-OOTM-install temp AC unit-rental 60 days-6/9/25	Paid by EFT # 67886		09/02/2025	09/02/2025	09/12/2025		09/12/2025	3,534.40



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Fund 1101 - General										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN01016587	19 - Quarterly Sprinkler System Inspection- 8/11/25	Paid by EFT # 67919		09/02/2025	09/02/2025	09/12/2025		09/12/2025	187.20
Account 53610 - Building Repairs Totals							Invoice Transactions	3		\$13,571.60
Program 190000 - Main Totals							Invoice Transactions	9		\$13,706.04
Department 19 - Facilities Maintenance Totals							Invoice Transactions	9		\$13,706.04
Department 20 - Street										
Program 20CRED - STREET CRED										
Account 54510 - Other Capital Outlays										
9577 - Kimley-Horn and Associates, INC	170594000-0725	07-Kirkwood (Pine to Rogers) Improvements thru 07/31/25	Paid by EFT # 67916		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,526.40
9577 - Kimley-Horn and Associates, INC	268889000-0725	07-Grimes at Walnut Signal-thru 07/31/25	Paid by EFT # 67916		09/02/2025	09/02/2025	09/12/2025		09/12/2025	33,255.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	2		\$35,781.40
Program 20CRED - STREET CRED Totals							Invoice Transactions	2		\$35,781.40
Department 20 - Street Totals							Invoice Transactions	2		\$35,781.40
Department 26 - Parking										
Program 26CRED - PARKING CRED										
Account 54510 - Other Capital Outlays										
516 - Walker Consultants, INC	130043250012	26-rate study for all parking including garages thru 07/31/25	Paid by EFT # 68020		09/02/2025	09/02/2025	09/12/2025		09/12/2025	3,917.50
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$3,917.50
Program 26CRED - PARKING CRED Totals							Invoice Transactions	1		\$3,917.50
Department 26 - Parking Totals							Invoice Transactions	1		\$3,917.50
Department 28 - ITS										
Program 280000 - Main										
Account 52110 - Office Supplies										
5103 - Staples Contract & Commercial, INC	6039649035	28-(10) cases City Hall Copy Paper	Paid by EFT # 67991		09/02/2025	09/02/2025	09/12/2025		09/12/2025	394.90
Account 52110 - Office Supplies Totals							Invoice Transactions	1		\$394.90
Account 53170 - Mgt. Fee, Consultants, and Workshops										
9365 - Traduality Language Solutions, INC	INV-1042	28-POC mobile Interpretation App Op & Travel Exp-July 2025	Paid by EFT # 68003		09/02/2025	09/02/2025	09/12/2025		09/12/2025	301.84
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals							Invoice Transactions	1		\$301.84



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Fund 1101 - General										
Department 28 - ITS										
Program 280000 - Main										
Account 53640 - Hardware and Software Maintenance										
3989 - Ricoh USA, INC	5071874294	28-City Civil Copier/Printer Maintenance 07/01/25-07/31/25	Paid by EFT # 67972		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,348.54
3989 - Ricoh USA, INC	5071874298	28-ACC/BPD Copier/Printer Maintenance 07/01/25-07/31/25	Paid by EFT # 67972		09/02/2025	09/02/2025	09/12/2025		09/12/2025	454.37
3989 - Ricoh USA, INC	5071902209	28-4th ST Garage Copier/Printer Maintenance 07/01/25-07/31/25	Paid by EFT # 67972		09/02/2025	09/02/2025	09/12/2025		09/12/2025	31.71
Account 53640 - Hardware and Software Maintenance Totals									Invoice Transactions 3	\$2,834.62
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	8755F40-0012	28-Airtable - Subscription 07/24/25-02/23/26	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	788.46
3560 - First Financial Bank / Credit Cards	2268151873	28-Amazon web services 07/01/25-07/31/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1.48
3560 - First Financial Bank / Credit Cards	0jcqbnt2	28-BlueSky - Zoom Timer Subscription 08/04/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	89.95
3560 - First Financial Bank / Credit Cards	04620-46172661	28-Canva Subscriptions 08/26/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	134.36
3560 - First Financial Bank / Credit Cards	P1dcRPjC	28-Google Cloud Subscription 07/01/25-07/31/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	312.32
3560 - First Financial Bank / Credit Cards	080325-HT	28-HT Newspaper Subscription-monthly-8/3-9/2/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	16.99
3560 - First Financial Bank / Credit Cards	195358714	28-Squarespace helpingbloomingtonmo nroe.org 9/3/25-9/3/26	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	15.00
3560 - First Financial Bank / Credit Cards	INV316449972	28-Zoom - Monthly Subscription 08/06/25-09/05/25	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	430.00
3560 - First Financial Bank / Credit Cards	DI-2735	28-Digital Inspiration-Document Studio Ent l 8/27/25-8/27/26	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	99.95
8543 - Insight Public Sector	1101298406	28-(5) cordless base stations	Paid by EFT # 67904		09/02/2025	09/02/2025	09/12/2025		09/12/2025	808.35



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Fund 1101 - General										
Department 28 - ITS										
Program 280000 - Main										
Account 53910 - Dues and Subscriptions										
8543 - Insight Public Sector	1101299270	28-(2) cordless extension handset	Paid by EFT # 67904		09/02/2025	09/02/2025	09/12/2025		09/12/2025	606.70
7344 - Periodic INC	1445	28-Online Booking Subscription August 2025	Paid by EFT # 67959		09/02/2025	09/02/2025	09/12/2025		09/12/2025	154.50
8441 - Promevo Holdings, INC (Promevo, LLC)	267757	28-Google Workspace purchasing@bloomington.in.gov8/12/25-1/36/28	Paid by EFT # 67965		09/02/2025	09/02/2025	09/12/2025		09/12/2025	480.40
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	13		\$3,938.46
Program 280000 - Main Totals							Invoice Transactions	18		\$7,469.82
Department 28 - ITS Totals							Invoice Transactions	18		\$7,469.82
Fund 1101 - General Totals							Invoice Transactions	139		\$357,783.39
Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1J7Q-6PYR-FKYR	20-Enfain 10-Pack 128GB USB 3.0 Flash Drives	Paid by EFT # 67818		09/02/2025	09/02/2025	09/12/2025		09/12/2025	62.90
603 - Traffic Control Corporation	159940	20-Pedestrian Signal Heads (16) for Traffic Signals	Paid by EFT # 68004		09/02/2025	09/02/2025	09/12/2025		09/12/2025	7,936.00
453 - ULINE, INC	196139264	20-Post anchors - square for signs (12)	Paid by EFT # 68009		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,062.27
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions	3		\$9,061.17
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	611138	20-Misc Supplies/Crews Scotts Sun/Shade grass seed	Paid by EFT # 67827		09/02/2025	09/02/2025	09/12/2025		09/12/2025	89.99
409 - Black Lumber Co. INC	611631	20-Misc Supplies/Crews (grease fittings)	Paid by EFT # 67827		09/02/2025	09/02/2025	09/12/2025		09/12/2025	29.99
409 - Black Lumber Co. INC	611912	20-Misc Supplies/Crews (cable ties)	Paid by EFT # 67827		09/02/2025	09/02/2025	09/12/2025		09/12/2025	11.99
177 - Indiana Oxygen Company, INC	10700312	20-Propane -8/19/2025	Paid by EFT # 67901		09/02/2025	09/02/2025	09/12/2025		09/12/2025	122.72
455 - Industrial Service & Supply, INC	88286	20-Crimp Charge, clamp, coupling & hose male end	Paid by EFT # 67903		09/02/2025	09/02/2025	09/12/2025		09/12/2025	79.64



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Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	315149	20-Sprayer (2 Gal) & Lock pin round for paving crew	Paid by Check # 80554		09/02/2025	09/02/2025	09/12/2025		09/12/2025	150.89
8658 - Kleindorfer's Hardware LLC	40621	20-Misc Supplies/Crews (Chalk box, tie wire twister, bar ties)	Paid by EFT # 67917		09/02/2025	09/02/2025	09/12/2025		09/12/2025	57.95
8658 - Kleindorfer's Hardware LLC	43367	20-Misc Supplies/Crews (#4 bit, #5 bit) Traffic Cabinet replace	Paid by EFT # 67917		09/02/2025	09/02/2025	09/12/2025		09/12/2025	152.48
Account 52420 - Other Supplies Totals									Invoice Transactions 8	\$695.65
Account 53130 - Medical										
231 - IU Health OCC Health Services	00171529-00	20-DS Breath Alcohol Test-DOT-G. Henson-8/6/25	Paid by EFT # 67908		09/02/2025	09/02/2025	09/12/2025		09/12/2025	55.00
231 - IU Health OCC Health Services	00171530-00	20-DS Breath Alcohol Test-DOT-C. Phipps-8/6/25	Paid by EFT # 67908		09/02/2025	09/02/2025	09/12/2025		09/12/2025	55.00
231 - IU Health OCC Health Services	00171773-00	20-DS DOT 5 Panel E Screen-D. Corns-8/14/25	Paid by EFT # 67908		09/02/2025	09/02/2025	09/12/2025		09/12/2025	55.00
Account 53130 - Medical Totals									Invoice Transactions 3	\$165.00
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	651003	20-Notary License for Danna Stephens	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	74.37
3560 - First Financial Bank / Credit Cards	080625	20-Notary License for Danna Stephens, background check	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	15.70
Account 53160 - Instruction Totals									Invoice Transactions 2	\$90.07
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080196430	20-uniform rental (minus payroll ded)-8/20/25	Paid by EFT # 68012		09/02/2025	09/02/2025	09/12/2025		09/12/2025	9.01
19171 - Vestis Group, INC (FKA Aramark)	4080196431	20-mat/towel service-8/20/25	Paid by EFT # 68012		09/02/2025	09/02/2025	09/12/2025		09/12/2025	43.63
19171 - Vestis Group, INC (FKA Aramark)	4080197397	20-mat/towel service-8/27/25	Paid by EFT # 68012		09/02/2025	09/02/2025	09/12/2025		09/12/2025	43.63
19171 - Vestis Group, INC (FKA Aramark)	4080197396	20-uniform rental (minus payroll ded)-8/27/25	Paid by EFT # 68012		09/02/2025	09/02/2025	09/12/2025		09/12/2025	13.18
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 4	\$109.45



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Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 53950 - Landfill										
137 - Good Earth, LLC	13171760	20-Debris Disposal Fee (Brush) - 8/20/25	Paid by EFT # 67877		09/02/2025	09/02/2025	09/12/2025		09/12/2025	40.00
137 - Good Earth, LLC	13171761	20-Debris Disposal Fee (Brush) - Street Cut Crew	Paid by EFT # 67877		09/02/2025	09/02/2025	09/12/2025		09/12/2025	32.00
137 - Good Earth, LLC	13171764	20-Debris Disposal Fee (Brush) Street Cut crew-Discovery Parkway	Paid by EFT # 67877		09/02/2025	09/02/2025	09/12/2025		09/12/2025	40.00
365 - Rogers Group, INC	0071209374	20-Debris Disposal Fee 08/11/25	Paid by EFT # 67974		09/02/2025	09/02/2025	09/12/2025		09/12/2025	70.00
365 - Rogers Group, INC	0071208400	20-Debris Disposal Fee 06/16/25	Paid by EFT # 67974		09/02/2025	09/02/2025	09/12/2025		09/12/2025	35.00
60 - Formerly MCSWMD Waste Reduction District of Monroe County	36-2025	20-Disposal Fees for pavement marking paint 8/19/25	Paid by EFT # 68023		09/02/2025	09/02/2025	09/12/2025		09/12/2025	42.91
Account 53950 - Landfill Totals							Invoice Transactions 6		\$259.91	
Program 200000 - Main Totals							Invoice Transactions 26		\$10,381.25	
Department 20 - Street Totals							Invoice Transactions 26		\$10,381.25	
Fund 2201 - Motor Vehicle Highway Totals							Invoice Transactions 26		\$10,381.25	
Fund 2202 - Local Road and Street										
Department 20 - Street										
Program 200000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
334 - Irving Materials, INC	11600103	20-Concrete Materials Class A stone-W 14th ST & N Blair AVE	Paid by EFT # 67907		09/02/2025	09/02/2025	09/12/2025		09/12/2025	944.00
334 - Irving Materials, INC	11600473	20-Concrete Materials Class A stone-352 S Dunn ST	Paid by EFT # 67907		09/02/2025	09/02/2025	09/12/2025		09/12/2025	749.00
334 - Irving Materials, INC	11601514	20-Concrete Materials Class A stone-628 N Monroe ST	Paid by EFT # 67907		09/02/2025	09/02/2025	09/12/2025		09/12/2025	451.00
334 - Irving Materials, INC	11603665	20-Concrete Materials Class A stone-Ridgemont CT & S Highland AV	Paid by EFT # 67907		09/02/2025	09/02/2025	09/12/2025		09/12/2025	709.00
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 4		\$2,853.00	



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Fund 2202 - Local Road and Street										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Supplies										
294 - All-Phase Electric Supply, INC	0740-1030913	20 - hardware 3rd/Kimble traffic Signal	Paid by EFT # 67817		09/02/2025	09/02/2025	09/12/2025		09/12/2025	13.46
244 - Bloomington Ford, INC	5079093	20-Rear Bumper & step for Unit #415	Paid by EFT # 67831		09/02/2025	09/02/2025	09/12/2025		09/12/2025	969.60
9787 - Bloomington Mulch, INC (Bloomington Speedway Mulch)	003288	20-Pulverized Topsoil for Sidewalk Projects- 19 cubic yards	Paid by EFT # 67832		09/02/2025	09/02/2025	09/12/2025		09/12/2025	835.81
9787 - Bloomington Mulch, INC (Bloomington Speedway Mulch)	003387	20-Pulverized Topsoil for Sidewalk Projects- 18 cubic yards	Paid by EFT # 67832		09/02/2025	09/02/2025	09/12/2025		09/12/2025	791.82
5789 - ESL-Spectrum, INC (Lighting Services of Indiana)	17309SP	20-Posts & Globes for Downtown Street Lights	Paid by Check # 80549		09/02/2025	09/02/2025	09/12/2025		09/12/2025	7,150.00
7516 - Quality Supply & Tool Co INC	327496-00	20-All-purpose blades, masonry blade & lathe	Paid by EFT # 67966		09/02/2025	09/02/2025	09/12/2025		09/12/2025	582.07
1743 - The Home City Ice Company	8004250482	20-115 7lb bags of ice for Crews-8/18/25	Paid by EFT # 67999		09/02/2025	09/02/2025	09/12/2025		09/12/2025	266.85
603 - Traffic Control Corporation	159953	20-Detector, 2 CH Rack Mount for Traffic Signal Cabinet	Paid by EFT # 68004		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,860.00
Account 52420 - Other Supplies Totals								Invoice Transactions	8	\$12,469.61
Account 53990 - Other Services and Charges										
2974 - MacAllister Machinery Co, INC	S10327507	20-Service repair shifting issue on paver	Paid by EFT # 67930		09/02/2025	09/02/2025	09/12/2025		09/12/2025	976.95
351 - Young Trucking, INC	133317	20-Truck/Trailer Services - Moving Paver/Milling Machine 8/5/25	Paid by Check # 80566		09/02/2025	09/02/2025	09/12/2025		09/12/2025	150.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$1,126.95
Program 200000 - Main Totals								Invoice Transactions	14	\$16,449.56
Department 20 - Street Totals								Invoice Transactions	14	\$16,449.56
Fund 2202 - Local Road and Street Totals								Invoice Transactions	14	\$16,449.56
Fund 2207 - Parking Meter										
Department 26 - Parking										
Program 260000 - Main										
Account 41020 - Permits										
Scott A McLachlan	MCLACHLAN- 082125	26-Customer reserved meters for 3 days, only needed 1	Paid by Check # 80570		09/02/2025	09/02/2025	09/12/2025		09/12/2025	120.00
Account 41020 - Permits Totals								Invoice Transactions	1	\$120.00



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Fund 2207 - Parking Meter										
Department 26 - Parking										
Program 260000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WXH-QJRG-C393	26-bath tissue for parking services office	Paid by EFT # 67818		09/02/2025	09/02/2025	09/12/2025		09/12/2025	100.96
Account 52110 - Office Supplies Totals									Invoice Transactions 1	<u>\$100.96</u>
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	43309	26-(26) paint rollers for curbs for Btown Crew	Paid by EFT # 67917		09/02/2025	09/02/2025	09/12/2025		09/12/2025	48.94
Account 52420 - Other Supplies Totals									Invoice Transactions 1	<u>\$48.94</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops										
516 - Walker Consultants, INC	130043250011	26-parking study through 07/31/25	Paid by EFT # 68020		09/02/2025	09/02/2025	09/12/2025		09/12/2025	4,957.50
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals									Invoice Transactions 1	<u>\$4,957.50</u>
Account 53310 - Printing										
7760 - Western States Envelope Co (4 Lakes Label)	312631	26-tow information flyers for parking services	Paid by EFT # 68027		09/02/2025	09/02/2025	09/12/2025		09/12/2025	3,580.51
Account 53310 - Printing Totals									Invoice Transactions 1	<u>\$3,580.51</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	10756	26-IPMI-M. Wahl Membership Renewal-Sept-Dec 2025-All 2026	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	960.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	<u>\$960.00</u>
Account 53990 - Other Services and Charges										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	519220	26-light bar for parking unit 274	Paid by EFT # 67862		09/02/2025	09/02/2025	09/12/2025		09/12/2025	3,801.44
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	<u>\$3,801.44</u>
Program 260000 - Main Totals									Invoice Transactions 7	<u>\$13,569.35</u>
Department 26 - Parking Totals									Invoice Transactions 7	<u>\$13,569.35</u>
Fund 2207 - Parking Meter Totals									Invoice Transactions 7	<u>\$13,569.35</u>
Fund 2209 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
13433 - Cardinal Stage Company, INC	10006	04-FY25 Waldron Support Grant (\$75,000/\$100,000)-6/16/25	Paid by EFT # 67840		09/02/2025	09/02/2025	09/12/2025		09/12/2025	71,500.00



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Fund 2209 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
205 - City Of Bloomington	SCBPoolDay-BRYAN	04-Stay Cool Bloomington Day & City Pools-Bryan Pk-6/20- 7/27	Paid by Check # 80547		09/02/2025	09/02/2025	09/12/2025		09/12/2025	78,246.00
205 - City Of Bloomington	SCBPoolDay-MILLS	04-Stay Cool Bloomington Day & City Pools-Mills-6/20-7/27	Paid by Check # 80547		09/02/2025	09/02/2025	09/12/2025		09/12/2025	27,293.00
9932 - Epsilon Nu Tau - Upsilon Chapter	SSC-08.2025	04-2025 Spring into Sustainability Winner	Paid by EFT # 67865		09/02/2025	09/02/2025	09/12/2025		09/12/2025	100.00
3560 - First Financial Bank / Credit Cards	13131617743	04-Eventbrite Tickets- Artist Networking Event (6 tickets)	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	331.20
9958 - Akram Habibulla	BGHIP-08.2025	04-BGHIP Rebate 08/19/25-1014 Chris Lane	Paid by EFT # 67884		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,113.00
9359 - Herron Contracting LLC	141	04-AC Installation Serv- Starks, Shortridge, Westfall, Taylor	Paid by EFT # 67891		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,236.52
9868 - Carl Pearson	BGHIP-08.2025	04-BGHIP-battery installation at 611 W Dodds 08/15/25	Paid by EFT # 67956		09/02/2025	09/02/2025	09/12/2025		09/12/2025	4,625.00
4583 - Jean B Smiths (Bikesmiths)	725	04-City Bike Pool Bicycle Repair-flat tire repair	Paid by EFT # 67986		09/02/2025	09/02/2025	09/12/2025		09/12/2025	18.42
2707 - Unitarian Universalist Church of Bloomington, INC	SEEL2025- 06.2025	04-SEEL 2025 Energy Efficiency Grant	Paid by EFT # 68010		09/02/2025	09/02/2025	09/12/2025		09/12/2025	10,000.00
8550 - Veregy IN, LLC	8349	04-Maintenance & Repairs to Solar Panels 8/11/25	Paid by EFT # 68011		09/02/2025	09/02/2025	09/12/2025		09/12/2025	5,229.60
8550 - Veregy IN, LLC	8372	04-Maintenance & Repairs to Solar Panels 8/13/25	Paid by EFT # 68011		09/02/2025	09/02/2025	09/12/2025		09/12/2025	3,280.00
9959 - Yihai Wang	BGHIP-08.2025	04-BGHIP Rebate 08/19/25-880 S. Romans Way-solar air conditioner	Paid by EFT # 68021		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,500.00
Account 53960 - Grants Totals							Invoice Transactions	13		\$205,472.74
Program 040000 - Main Totals							Invoice Transactions	13		\$205,472.74
Department 04 - Economic & Sustainable Dev Totals							Invoice Transactions	13		\$205,472.74



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Fund 2209 - LIT – Economic Development										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53990 - Other Services and Charges										
421 - Centerstone Of Indiana, INC	BPW0725	02-Brighten B-Town Program-July 2025 hours	Paid by EFT # 67843		09/02/2025	09/02/2025	09/12/2025		09/12/2025	20,685.28
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$20,685.28
Program 190000 - Main Totals							Invoice Transactions	1		\$20,685.28
Department 19 - Facilities Maintenance Totals							Invoice Transactions	1		\$20,685.28
Fund 2209 - LIT – Economic Development Totals							Invoice Transactions	14		\$226,158.02
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	743618	01-Dental Surgery-Daisy	Paid by EFT # 67829		09/02/2025	09/02/2025	09/12/2025		09/12/2025	398.40
6529 - BloomingPaws, LLC	743621	01-Wound care, exam neglect welfare case-Bahama	Paid by EFT # 67829		09/02/2025	09/02/2025	09/12/2025		09/12/2025	544.53
3376 - Bloomington Pets Alive, INC	2314643	01-spay/neuter surgeries-7/17-7/30/25	Paid by EFT # 67833		09/02/2025	09/02/2025	09/12/2025		09/12/2025	7,000.00
175 - Monroe County Humane Association, INC	54553	01-Wound care-8/20/25	Paid by EFT # 67941		09/02/2025	09/02/2025	09/12/2025		09/12/2025	20.00
Account 53130 - Medical Totals							Invoice Transactions	4		\$7,962.93
Program 400101 - Animal Medical Services Totals							Invoice Transactions	4		\$7,962.93
Department 06 - Controller's Office Totals							Invoice Transactions	4		\$7,962.93
Fund 2300 - Donations (restricted; not used for capital items) Totals							Invoice Transactions	4		\$7,962.93
Fund 2407 - Grants Non Approp										
Department 01 - Animal Shelter										
Program G24034 - ASPCA Shelter Initiative										
Account 53990 - Other Services and Charges										
826 - Heflin Industries, INC	127747	01-HVAC mini-split system installation-8/21/25	Paid by EFT # 67889		09/02/2025	09/02/2025	09/12/2025		09/12/2025	3,082.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$3,082.00
Program G24034 - ASPCA Shelter Initiative Totals							Invoice Transactions	1		\$3,082.00
Department 01 - Animal Shelter Totals							Invoice Transactions	1		\$3,082.00
Fund 2407 - Grants Non Approp Totals							Invoice Transactions	1		\$3,082.00



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Fund 2506 - Community Services										
Department 09 - CFRD										
Program 090000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HQY-Y4TC- DKY9	09-HBM Kiosk Marketing Materials- Sign and Brochure Holders	Paid by EFT # 67818		09/02/2025	09/02/2025	09/12/2025		09/12/2025	104.47
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$104.47</u>
Program 090000 - Main Totals							Invoice Transactions	1		<u>\$104.47</u>
Program 090014 - Latino Programs										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11MW-LKYK- 6W1Q	09-Fiesta del Otono Give-Aways & Decor- Balloons, Bags, Stickers	Paid by EFT # 67818		09/02/2025	09/02/2025	09/12/2025		09/12/2025	598.60
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$598.60</u>
Program 090014 - Latino Programs Totals							Invoice Transactions	1		<u>\$598.60</u>
Program 090016 - Com Serv - Safe & Civil										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	1DEEBBC5- 0056	09-Safe & Civil City Jotform-August 2025- Acct 1 mosss	Edit		09/10/2025	09/10/2025	09/10/2025			19.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		<u>\$19.00</u>
Program 090016 - Com Serv - Safe & Civil Totals							Invoice Transactions	1		<u>\$19.00</u>
Program 090021 - Children & Youths										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	200	09-Cake Pops for SWAGGER Awards-100 count-Guest Refreshments	Edit		09/10/2025	09/10/2025	09/10/2025			225.00
Account 52420 - Other Supplies Totals							Invoice Transactions	1		<u>\$225.00</u>
Program 090021 - Children & Youths Totals							Invoice Transactions	1		<u>\$225.00</u>
Department 09 - CFRD Totals							Invoice Transactions	4		<u>\$947.07</u>
Fund 2506 - Community Services Totals							Invoice Transactions	4		<u>\$947.07</u>
Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
9716 - IsoFusion, INC (Gigabitnow Indiana)	7629-20651	28-Cascades Golf Course Internet & Static IP 08/20/25	Edit		09/10/2025	09/10/2025	09/10/2025			134.56



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Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
9716 - IsoFusion, INC (Gigabitnow Indiana)	7629-20603A	28-Cascades Golf Course Internet & Static IP 07/03/25-07/07/25	Edit		09/10/2025	09/10/2025	09/10/2025			1.61
9716 - IsoFusion, INC (Gigabitnow Indiana)	7629-20608A	28-Cascades Golf Course Internet & Static IP 07/08/25-08/07/25	Edit		09/10/2025	09/10/2025	09/10/2025			10.00
9716 - IsoFusion, INC (Gigabitnow Indiana)	7629-20639	28-Cascades Golf Course Internet & Static IP 08/08/25-09/07/25	Edit		09/10/2025	09/10/2025	09/10/2025			10.00
Account 53150 - Communications Contract Totals								Invoice Transactions	4	\$156.17
Account 54450 - Equipment										
53442 - Paragon Micro, INC	S5223425	28-CAPR Dock	Paid by EFT # 67952		09/02/2025	09/02/2025	09/12/2025		09/12/2025	259.99
53442 - Paragon Micro, INC	S5727161	28-CAPR MS Software	Paid by EFT # 67952		09/02/2025	09/02/2025	09/12/2025		09/12/2025	439.99
Account 54450 - Equipment Totals								Invoice Transactions	2	\$699.98
Program 256000 - Services Totals								Invoice Transactions	6	\$856.15
Department 25 - Telecommunications Totals								Invoice Transactions	6	\$856.15
Fund 2512 - Non-Reverting Telecom (S1146) Totals								Invoice Transactions	6	\$856.15
Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 52210 - Institutional Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1D17-F4GC-L16H	26-wet and dry mop, dust pans, antibacterial cleaner, towels	Paid by EFT # 67818		09/02/2025	09/02/2025	09/12/2025		09/12/2025	284.37
5099 - Office Three Sixty, INC	3226893B2	26- tile cleaner for Trades garage office	Paid by EFT # 67948		09/02/2025	09/02/2025	09/12/2025		09/12/2025	8.70
Account 52210 - Institutional Supplies Totals								Invoice Transactions	2	\$293.07
Account 52420 - Other Supplies										
3397 - Evens Time, INC	92629	26-receipt paper for all garages pay equipment	Paid by EFT # 67866		09/02/2025	09/02/2025	09/12/2025		09/12/2025	240.60
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$240.60
Account 53510 - Electrical Services										
223 - Duke Energy	9101205747430 825	26-Trades Garage-489 W. 10th-elec chgs 07/22/25-08/20/25	Paid by Check # 80541		09/03/2025	09/03/2025	09/03/2025		09/03/2025	794.96
Account 53510 - Electrical Services Totals								Invoice Transactions	1	\$794.96



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Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53610 - Building Repairs										
656 - B&L Sheet Metal and Roofing, INC	2331644	26- Leak repair and patching on Trades Garage roof-7/21/25	Paid by EFT # 67822		09/02/2025	09/02/2025	09/12/2025		09/12/2025	859.64
3560 - First Financial Bank / Credit Cards	411301	26-Homeland Security-Garage Operation permit	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	131.32
321 - Harrell Fish, INC (HFI)	C019200	26-Morton St Gar-annual clean Storm Water Lift Station Pit-7/29	Paid by EFT # 67886		09/02/2025	09/02/2025	09/12/2025		09/12/2025	683.50
392 - Koorsen Fire & Security, INC	IN01018178	26-Morton-fire alarm repair, ICD annunciator panel replacement	Paid by EFT # 67919		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,063.93
392 - Koorsen Fire & Security, INC	IN01018385	26- light and emergency light replacement Morton garage	Paid by EFT # 67919		09/02/2025	09/02/2025	09/12/2025		09/12/2025	4,702.71
Account 53610 - Building Repairs Totals							Invoice Transactions 5			\$7,441.10
Account 53640 - Hardware and Software Maintenance										
3397 - Evens Time, INC	92000	26-July 2025 parking garage equipment service agreement	Paid by EFT # 67866		09/02/2025	09/02/2025	09/12/2025		09/12/2025	7,329.30
3397 - Evens Time, INC	92058	26-August 2025 parking equipment service agreement	Paid by EFT # 67866		09/02/2025	09/02/2025	09/12/2025		09/12/2025	7,329.30
6305 - Parker Technology, LLC	50769	26-August 2025 credit card subscription fee for all garages	Paid by EFT # 67953		09/02/2025	09/02/2025	09/12/2025		09/12/2025	6,676.66
Account 53640 - Hardware and Software Maintenance Totals							Invoice Transactions 3			\$21,335.26
Program 260000 - Main Totals							Invoice Transactions 12			\$30,104.99
Department 26 - Parking Totals							Invoice Transactions 12			\$30,104.99
Fund 2520 - Parking Facilities(S9502) Totals							Invoice Transactions 12			\$30,104.99
Fund 2521 - Alternative Transport(S6301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 43170.0004 - Residential Neighborhood Permits Zone # 4										
Emeline Chickedantz	CHICKEDANTZ-0825	26-Customer paid twice for one permit-Zone 4	Paid by Check # 80569		09/02/2025	09/02/2025	09/12/2025		09/12/2025	52.00
Account 43170.0004 - Residential Neighborhood Permits Zone # 4 Totals							Invoice Transactions 1			\$52.00



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Fund 2521 - Alternative Transport(S6301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 43170.0005 - Residential Neighborhood Permits Zone # 5										
Isabelle Uthuppan	UTHUPPAN-082525	26-Customer purchased a permit and doesn't need it Zone 5	Paid by Check # 80571		09/02/2025	09/02/2025	09/12/2025		09/12/2025	52.00
Account 43170.0005 - Residential Neighborhood Permits Zone # 5 Totals							Invoice Transactions	1		\$52.00
Program 020000 - Main Totals							Invoice Transactions	2		\$104.00
Department 02 - Public Works Totals							Invoice Transactions	2		\$104.00
Department 26 - Parking										
Program 260000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WXH-QJRG-C393	26-bath tissue for parking services office	Paid by EFT # 67818		09/02/2025	09/02/2025	09/12/2025		09/12/2025	25.92
Account 52110 - Office Supplies Totals							Invoice Transactions	1		\$25.92
Account 53310 - Printing										
7760 - Western States Envelope Co (4 Lakes Label)	312631	26-tow information flyers for parking services	Paid by EFT # 68027		09/02/2025	09/02/2025	09/12/2025		09/12/2025	895.12
Account 53310 - Printing Totals							Invoice Transactions	1		\$895.12
Program 260000 - Main Totals							Invoice Transactions	2		\$921.04
Department 26 - Parking Totals							Invoice Transactions	2		\$921.04
Fund 2521 - Alternative Transport(S6301) Totals							Invoice Transactions	4		\$1,025.04
Fund 4401 - Cumulative Capital Improvement - Cigarette Tax										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
365 - Rogers Group, INC	0071209150	20-#11 Stone for Sidewalk Projects - 7/30/25	Paid by EFT # 67974		09/02/2025	09/02/2025	09/12/2025		09/12/2025	383.62
365 - Rogers Group, INC	0071209017	20-#11 & #53 Stone for Sidewalk Projects - 7/21/25	Paid by EFT # 67974		09/02/2025	09/02/2025	09/12/2025		09/12/2025	202.74
365 - Rogers Group, INC	0071209149	20-#53 Stone for Sidewalk Projects - 7/30/25	Paid by EFT # 67974		09/02/2025	09/02/2025	09/12/2025		09/12/2025	63.74
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	3		\$650.10
Program 020000 - Main Totals							Invoice Transactions	3		\$650.10
Department 02 - Public Works Totals							Invoice Transactions	3		\$650.10
Fund 4401 - Cumulative Capital Improvement - Cigarette Tax Totals							Invoice Transactions	3		\$650.10



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Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
5149 - E&B Paving, INC	30063052	20-Asphalt for Paving - Adams ST - 4/15/25	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	733.59
5149 - E&B Paving, INC	30063563	20-Credit for Asphalt Millings- Deborah/McIntire/Rex Grossman/Cot	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(813.36)
5149 - E&B Paving, INC	30063774	20-Credit for Asphalt Millings- Tapp Road- 5/15/2025	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(434.64)
5149 - E&B Paving, INC	30064035	20-Credit for Asphalt Millings- Bainbridge/Laura's Way/Jennifer D	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(1,442.64)
5149 - E&B Paving, INC	30064063	20-Credit for Asphalt Millings- Bainbridge/Laura's Way/Linda's Wa	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(628.32)
5149 - E&B Paving, INC	30064271	20-Tac Oil for Paving- 6/2/25	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	835.30
5149 - E&B Paving, INC	30064527	20-Credit for Asphalt Millings-Woods Edge Way & Bend	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(409.86)
5149 - E&B Paving, INC	30064704	20-Credit for Asphalt Millings-Benson Ct/Sowders Square	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(1,276.44)
5149 - E&B Paving, INC	30064779	20-Credit for Asphalt Millings-Bradshire Dr/Uppington Ct	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(644.10)
5149 - E&B Paving, INC	30065095	20-Credit for Asphalt Millings-E. Winslow Road	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(473.88)
5149 - E&B Paving, INC	30065116	20-Credit for Asphalt Millings-11th & Forest Ave	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(927.78)
5149 - E&B Paving, INC	30065451	20-Credit for Asphalt Millings-Longview Ave/Glenwood Ave	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(445.44)
5149 - E&B Paving, INC	30065537	20-Credit for Asphalt Millings-Latimer Ct	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(248.58)
5149 - E&B Paving, INC	30065630	20-Credit for Asphalt Millings-Bryan Ave/4th Street	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(342.06)



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Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
5149 - E&B Paving, INC	30065724	20-Credit for Asphalt Millings-4th Street	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(138.36)
5149 - E&B Paving, INC	30065765	20-Credit for Asphalt Millings-Roosevelt	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(127.74)
5149 - E&B Paving, INC	30065954	20-Credit for Asphalt Millings-Clark St/4th Street	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(697.98)
5149 - E&B Paving, INC	30066463	20-Asphalt -patching & surface Washington St	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	16,944.41
5149 - E&B Paving, INC	30066494	20-Asphalt for patching - Washington Street	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	221.94
5149 - E&B Paving, INC	30066553	20-Asphalt for patching - Washington Street	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	179.69
5149 - E&B Paving, INC	30066606	20-Asphalt for patching - Washington ST	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	186.83
5149 - E&B Paving, INC	30066641	20-Asphalt materials for paving - Lincoln Street	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	15,957.31
5149 - E&B Paving, INC	30066670	20-Asphalt-patching & surface - Lincoln Street	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,588.25
5149 - E&B Paving, INC	30066715	20-Asphalt & Asphalt Materials for patching - Lincoln Street	Paid by EFT # 67860		09/02/2025	09/02/2025	09/12/2025		09/12/2025	16,877.18
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions		24	\$45,473.32
Account 54510 - Other Capital Outlays										
8629 - CE Hughes Milling, INC (The Airmarking Co)	25-10381-03	20-2025 Pavement Marking Contract-Release of Bd Held Retainage	Paid by EFT # 67842		09/02/2025	09/02/2025	09/12/2025		09/12/2025	8,972.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions		1	\$8,972.00
Program 020000 - Main Totals							Invoice Transactions		25	\$54,445.32
Department 02 - Public Works Totals							Invoice Transactions		25	\$54,445.32
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
249 - Crider And Crider, INC	CRIDLONGGRN WAY-3	07-Longview Greenway (CN) 06/14-08/19/25-App 3	Paid by EFT # 67856		09/02/2025	09/02/2025	09/12/2025		09/12/2025	3,501.97
9577 - Kimley-Horn and Associates, INC	170594000-0725	07-Kirkwood (Pine to Rogers) Improvements thru 07/31/25	Paid by EFT # 67916		09/02/2025	09/02/2025	09/12/2025		09/12/2025	22,230.46



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Fund 4402 - Cumulative Capital Development										
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
3444 - Rundell Ernstberger Associates, INC	2023-1713-24	07-On-Call Engineering Services-thru 7/31/25	Paid by EFT # 67977		09/02/2025	09/02/2025	09/12/2025		09/12/2025	4,642.75
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	3		\$30,375.18
Program 070000 - Main Totals							Invoice Transactions	3		\$30,375.18
Department 07 - Engineering Totals							Invoice Transactions	3		\$30,375.18
Fund 4402 - Cumulative Capital Development Totals							Invoice Transactions	28		\$84,820.50
Fund 4439 - Food and Beverage Tax										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53990 - Other Services and Charges										
9279 - Monroe County Capital Improvement Board (CIB)	Oct-Dec 25 DRAW	06-Three months (CIB) budget draw (Oct-Dec 2025) from COB	Paid by EFT # 67940		09/02/2025	09/02/2025	09/12/2025		09/12/2025	199,850.00
8305 - Schmidt Associates, INC	2018-067.MCC-13	06-Architectural Design-Convention Center-Const Admi-August 2025	Paid by EFT # 67981		09/02/2025	09/02/2025	09/12/2025		09/12/2025	33,242.30
8305 - Schmidt Associates, INC	2018-067.MCC-12	06-Architectural Design-Convention Center-Const Admin-July 2025	Paid by EFT # 67981		09/02/2025	09/02/2025	09/12/2025		09/12/2025	228,986.75
8305 - Schmidt Associates, INC	2018-067.MCC-11	06-Architectural Design-Convention Center-Const Docs - June 2025	Paid by EFT # 67981		09/02/2025	09/02/2025	09/12/2025		09/12/2025	324,710.86
8305 - Schmidt Associates, INC	2018-067.MCC10CR	06-Credit-Inv 2018-067.MCC pd 9.2.25 Convention Center	Paid by EFT # 67981		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(3,003.34)
Account 53990 - Other Services and Charges Totals							Invoice Transactions	5		\$783,786.57
Program 060000 - Main Totals							Invoice Transactions	5		\$783,786.57
Department 06 - Controller's Office Totals							Invoice Transactions	5		\$783,786.57
Fund 4439 - Food and Beverage Tax Totals							Invoice Transactions	5		\$783,786.57



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Fund 4666 - GO Bonds 2022										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 54510 - Other Capital Outlays										
16 - Butler, Fairman & Seufert, INC	108513	07-High Street Multiuse Path and Intersections 05/01/25-05/31/25	Paid by EFT # 67836		09/02/2025	09/02/2025	09/12/2025		09/12/2025	36,772.50
16 - Butler, Fairman & Seufert, INC	109274	07-High Street Multiuse Path and Intersections 07/01/25-07/31/25	Paid by EFT # 67836		09/02/2025	09/02/2025	09/12/2025		09/12/2025	31,032.83
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	2		\$67,805.33
Program 060000 - Main Totals							Invoice Transactions	2		\$67,805.33
Department 06 - Controller's Office Totals							Invoice Transactions	2		\$67,805.33
Fund 4666 - GO Bonds 2022 Totals							Invoice Transactions	2		\$67,805.33
Fund 4667 - Econ Dev LIT Bonds of 2022										
Department 06 - Controller's Office										
Program 08FIR1 - Fire Station 1										
Account 54510 - Other Capital Outlays										
595 - Weddle Bros Construction Co., INC	108092	06-Public Safety Improvements-FS#3-App 25	Paid by EFT # 68025		09/02/2025	09/02/2025	09/12/2025		09/12/2025	58,080.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$58,080.00
Program 08FIR1 - Fire Station 1 Totals							Invoice Transactions	1		\$58,080.00
Program 08FIR3 - Fire Station 3										
Account 54510 - Other Capital Outlays										
6728 - Precision Quality Contracting, LLC	INCOB250904	08-Cost to extend fiber into newly remodeled Station 3-8/27	Paid by EFT # 67963		09/02/2025	09/02/2025	09/12/2025		09/12/2025	8,815.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$8,815.00
Program 08FIR3 - Fire Station 3 Totals							Invoice Transactions	1		\$8,815.00
Department 06 - Controller's Office Totals							Invoice Transactions	2		\$66,895.00
Fund 4667 - Econ Dev LIT Bonds of 2022 Totals							Invoice Transactions	2		\$66,895.00
Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 52420 - Other Supplies										
48 - Continental Research Corporation	0065666	16-cleaning supplies and air freshener	Paid by EFT # 67853		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,009.00
1743 - The Home City Ice Company	6748251410	16-131 7lb bags of ice for employees-8/13/25	Paid by EFT # 67999		09/02/2025	09/02/2025	09/12/2025		09/12/2025	381.68
Account 52420 - Other Supplies Totals							Invoice Transactions	2		\$1,390.68



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Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 52430 - Uniforms and Tools										
793 - Indiana Safety Company, INC	0332464-IN	16-gloves for employees-regular shoulder leather	Paid by EFT # 67902		09/02/2025	09/02/2025	09/12/2025		09/12/2025	292.70
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	\$292.70
Account 53240 - Freight / Other										
48 - Continental Research Corporation	0065666	16-cleaning supplies and air freshener	Paid by EFT # 67853		09/02/2025	09/02/2025	09/12/2025		09/12/2025	31.80
793 - Indiana Safety Company, INC	0332464-IN	16-gloves for employees-regular shoulder leather	Paid by EFT # 67902		09/02/2025	09/02/2025	09/12/2025		09/12/2025	16.32
Account 53240 - Freight / Other Totals									Invoice Transactions 2	\$48.12
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080196434	16-Mat Services - 08/20/2025	Paid by EFT # 68012		09/02/2025	09/02/2025	09/12/2025		09/12/2025	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080196433	16-uniform rental (minus payroll ded)- 08/20/2025	Paid by EFT # 68012		09/02/2025	09/02/2025	09/12/2025		09/12/2025	6.48
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 2	\$36.16
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000024579	16-trash disposal fee- 8/01-8/15/25	Paid by EFT # 67896		09/02/2025	09/02/2025	09/12/2025		09/12/2025	14,113.01
52226 - Hoosier Transfer Station-3140	3140-000024584	16-recycling fees-8/04-8/14/2025	Paid by EFT # 67896		09/02/2025	09/02/2025	09/12/2025		09/12/2025	813.30
Account 53950 - Landfill Totals									Invoice Transactions 2	\$14,926.31
Program 160000 - Main Totals									Invoice Transactions 9	\$16,693.97
Department 16 - Sanitation Totals									Invoice Transactions 9	\$16,693.97
Fund 6604 - Sanitation Totals									Invoice Transactions 9	\$16,693.97
Fund 7008 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 47090.1282 - Employee Contributions Section 125 - DDC- Util										
9375 - WEX Health INC (Chard, Snyder & Associates)	082825ChkReg	12-Util DDC - 08/28/25	Paid by EFT # 67811		09/02/2025	09/02/2025	09/02/2025		09/02/2025	350.00
Account 47090.1282 - Employee Contributions Section 125 - DDC- Util Totals									Invoice Transactions 1	\$350.00
Account 47090.1283 - Employee Contributions Health Savings Account										
9375 - WEX Health INC (Chard, Snyder & Associates)	090525Payroll	12-HSA Employee Contributions 9-05-25	Edit		09/04/2025	09/04/2025	09/04/2025			31,136.73
Account 47090.1283 - Employee Contributions Health Savings Account Totals									Invoice Transactions 1	\$31,136.73



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Fund 7008 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	082925daily	12-City URM	Paid by EFT # 67809		09/02/2025	09/02/2025	09/02/2025		09/02/2025	23.54
9375 - WEX Health INC (Chard, Snyder & Associates)	083025daily	12-City URM	Paid by EFT # 67810		09/02/2025	09/02/2025	09/02/2025		09/02/2025	198.00
9375 - WEX Health INC (Chard, Snyder & Associates)	090325daily	12-City URM	Edit		09/04/2025	09/04/2025	09/04/2025			160.00
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals								Invoice Transactions	3	<u>\$381.54</u>
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	090425CheckRe g	12-City DDC	Edit		09/04/2025	09/04/2025	09/04/2025			200.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals								Invoice Transactions	1	<u>\$200.00</u>
Program 120000 - Main Totals								Invoice Transactions	6	<u>\$32,068.27</u>
Department 12 - Human Resources Totals								Invoice Transactions	6	<u>\$32,068.27</u>
Fund 7008 - Insurance Voluntary Trust Totals								Invoice Transactions	6	<u>\$32,068.27</u>
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52230 - Garage and Motor Supplies										
4693 - Monroe County Tire & Supply, INC	079821	17 - (2) Yokohama GEO A/T G015 Owl tires for 574	Paid by EFT # 67942		09/02/2025	09/02/2025	09/12/2025		09/12/2025	410.50
Account 52230 - Garage and Motor Supplies Totals								Invoice Transactions	1	<u>\$410.50</u>
Account 52240 - Fuel and Oil										
612 - Petroleum Traders Corporation	2111793	17 - Unleaded fuel (8,100 gallons)- 8/19/2025	Paid by EFT # 67960		09/02/2025	09/02/2025	09/12/2025		09/12/2025	23,000.39
7854 - Premier AG CO-OP, INC (Premier Energy)	24430	17-fuel-B20 PDX4 (7,242 gallons)- 8/18/25	Paid by EFT # 67964		09/02/2025	09/02/2025	09/12/2025		09/12/2025	22,463.96
7854 - Premier AG CO-OP, INC (Premier Energy)	24498	17-fuel-unleaded-87 regular (7,715 gal)- 8/22/25	Paid by EFT # 67964		09/02/2025	09/02/2025	09/12/2025		09/12/2025	26,260.32
Account 52240 - Fuel and Oil Totals								Invoice Transactions	3	<u>\$71,724.67</u>
Account 52320 - Motor Vehicle Repair										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CJJ-3TH3-KF7X	17 - Face shield replacement lens for shop (2)	Paid by EFT # 67818		09/02/2025	09/02/2025	09/12/2025		09/12/2025	31.98
244 - Bloomington Ford, INC	5087324	17-TPMS sensor kit Unit 829	Paid by EFT # 67831		09/02/2025	09/02/2025	09/12/2025		09/12/2025	62.72
244 - Bloomington Ford, INC	5087316	17 - wheel cover for 1710	Paid by EFT # 67831		09/02/2025	09/02/2025	09/12/2025		09/12/2025	118.84



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
941 - Central Indiana Truck Equipment Corporation	89610	17 - #9300 sanitation truck parts - lower hook spring	Paid by EFT # 67844		09/02/2025	09/02/2025	09/12/2025		09/12/2025	57.01
51827 - Fire Service, INC	IN-21597	17 - Throttle pedal Potentiometer for 332	Paid by EFT # 67871		09/02/2025	09/02/2025	09/12/2025		09/12/2025	147.66
4046 - Heritage-Crystal Clean, INC	19505319	117 - stock anti freeze - 8/19/2025	Paid by EFT # 67890		09/02/2025	09/02/2025	09/12/2025		09/12/2025	549.26
796 - Interstate Battery System of Bloomington, INC	2929	17 - (6) MTP-65HD batteries for inventory	Paid by EFT # 67906		09/02/2025	09/02/2025	09/12/2025		09/12/2025	734.16
796 - Interstate Battery System of Bloomington, INC	200004696	17-batteries-31-MHD, MT-36R, MTP-48/H6, MTP-65HD	Paid by EFT # 67906		09/02/2025	09/02/2025	09/12/2025		09/12/2025	810.12
5168 - Jasper Engine Exchange, INC	14875398	17 - #571 transfer case	Paid by EFT # 67910		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,328.00
5168 - Jasper Engine Exchange, INC	14875400	17 - #571 transmission	Paid by EFT # 67910		09/02/2025	09/02/2025	09/12/2025		09/12/2025	3,781.00
4439 - JX Enterprises, INC	27449180P	17 - filler cap for 969	Paid by EFT # 67913		09/02/2025	09/02/2025	09/12/2025		09/12/2025	28.12
8658 - Kleindorfer's Hardware LLC	41878	17 - 1 gal of RM43 Veg control, Sprayer & key cut for shop	Paid by EFT # 67917		09/02/2025	09/02/2025	09/12/2025		09/12/2025	146.48
2974 - MacAllister Machinery Co, INC	R67668287501	17 - #657 repair multiple leaks	Paid by EFT # 67930		09/02/2025	09/02/2025	09/12/2025		09/12/2025	475.20
53385 - O'Reilly Automotive Stores, INC	1903-137505	17 - (2) Oil filters for inventory	Paid by Check # 80556		09/02/2025	09/02/2025	09/12/2025		09/12/2025	14.34
53385 - O'Reilly Automotive Stores, INC	1903-137698	17 - cabin filter for 314	Paid by Check # 80556		09/02/2025	09/02/2025	09/12/2025		09/12/2025	15.83
53385 - O'Reilly Automotive Stores, INC	1903-137497	17 - LD Fuel filter for 600	Paid by Check # 80556		09/02/2025	09/02/2025	09/12/2025		09/12/2025	29.93
53385 - O'Reilly Automotive Stores, INC	1903-136432	17 - (2) megacrimps for inventory	Paid by Check # 80556		09/02/2025	09/02/2025	09/12/2025		09/12/2025	32.05
53385 - O'Reilly Automotive Stores, INC	1903-138108	17 - Fuel filter for stock	Paid by Check # 80556		09/02/2025	09/02/2025	09/12/2025		09/12/2025	56.48
53385 - O'Reilly Automotive Stores, INC	1903-136581	17 - Jack stands for shop	Paid by Check # 80556		09/02/2025	09/02/2025	09/12/2025		09/12/2025	134.97
53385 - O'Reilly Automotive Stores, INC	1903-137953	17 - 4 various megacrimps for inventory	Paid by Check # 80556		09/02/2025	09/02/2025	09/12/2025		09/12/2025	164.21
53385 - O'Reilly Automotive Stores, INC	1903-138799	17 - (2) spring tools for shop	Paid by Check # 80556		09/02/2025	09/02/2025	09/12/2025		09/12/2025	119.98
16069 - Palmer Trucks, INC	I578904	17 - Hose for 774	Paid by EFT # 67950		09/02/2025	09/02/2025	09/12/2025		09/12/2025	150.96



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
54351 - Sternberg, INC	989222	17 - washers for 332	Paid by EFT # 67992		09/02/2025	09/02/2025	09/12/2025		09/12/2025	15.88
54351 - Sternberg, INC	989166	17 - cable for 687	Paid by EFT # 67992		09/02/2025	09/02/2025	09/12/2025		09/12/2025	29.67
54351 - Sternberg, INC	989144	17 - long & short cable for 687	Paid by EFT # 67992		09/02/2025	09/02/2025	09/12/2025		09/12/2025	52.43
54351 - Sternberg, INC	989242	17 - sensor for 600	Paid by EFT # 67992		09/02/2025	09/02/2025	09/12/2025		09/12/2025	396.70
54351 - Sternberg, INC	989157	17 - Drum brakes & Shoe brakes for 445	Paid by EFT # 67992		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,041.80
54351 - Sternberg, INC	989201	17 - exhaust kits, turbo kit for 332	Paid by EFT # 67992		09/02/2025	09/02/2025	09/12/2025		09/12/2025	4,860.61
54351 - Sternberg, INC	CM989144	17 - #687 air tank strap returned	Paid by EFT # 67992		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(22.76)
54351 - Sternberg, INC	CM989201	17 - core return credit - 8/19/2025	Paid by EFT # 67992		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(250.00)
5333 - Total Truck Parts, INC	294974	17 - (20) Value balance brake drum for inventory	Paid by EFT # 68002		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,500.00
5333 - Total Truck Parts, INC	295140	17 - (8) core return credits	Paid by EFT # 68002		09/02/2025	09/02/2025	09/12/2025		09/12/2025	(240.00)
622 - Truck Country of Indiana, INC (Stoops Freightliner)	X301982874:01	17 - left hand interior handle release for 939	Paid by EFT # 68006		09/02/2025	09/02/2025	09/12/2025		09/12/2025	17.43
622 - Truck Country of Indiana, INC (Stoops Freightliner)	X301983689:01	17 - QTR Fuel tank cap for 678	Paid by EFT # 68006		09/02/2025	09/02/2025	09/12/2025		09/12/2025	72.28
4606 - Truck Service, INC	01P16634	17 - #342 spring pins (6)	Paid by EFT # 68007		09/02/2025	09/02/2025	09/12/2025		09/12/2025	139.86
4606 - Truck Service, INC	01P16588	17-#342-taper springs, u-bolt assembly	Paid by EFT # 68007		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,195.62
7555 - VoMac Truck Sales & Service INC	122370T	17 - Quick couplers for inventory	Paid by EFT # 68016		09/02/2025	09/02/2025	09/12/2025		09/12/2025	75.50
7555 - VoMac Truck Sales & Service INC	122349T	17 - Coolant water pump for 961	Paid by EFT # 68016		09/02/2025	09/02/2025	09/12/2025		09/12/2025	539.82
7555 - VoMac Truck Sales & Service INC	122617T	17 - Rubber Moulding for 961	Paid by EFT # 68016		09/02/2025	09/02/2025	09/12/2025		09/12/2025	24.42
7555 - VoMac Truck Sales & Service INC	122649T	17 - Charge Air hose for 961	Paid by EFT # 68016		09/02/2025	09/02/2025	09/12/2025		09/12/2025	76.68
7555 - VoMac Truck Sales & Service INC	122425T	17 - Oil cooler & gasket & connection, sealing rings, o-rings	Paid by EFT # 68016		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,379.52



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
2096 - West Side Tractor Sales CO.	B59933	17 - clamps, retain straps, 1/2 lock washers, screw caps, washer	Paid by EFT # 68026		09/02/2025	09/02/2025	09/12/2025		09/12/2025	656.24
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW5528	17 - wire assembly for 665	Paid by EFT # 68038		09/02/2025	09/02/2025	09/12/2025		09/12/2025	57.27
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW5565	17 - 11 Oil filters for inventory	Paid by EFT # 68038		09/02/2025	09/02/2025	09/12/2025		09/12/2025	96.25
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW5566	17 - 13 Oil filters for inventory	Paid by EFT # 68038		09/02/2025	09/02/2025	09/12/2025		09/12/2025	113.75
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW5719	17 - 1 qt Mercon LV (transmission fluid) for inventory	Paid by EFT # 68038		09/02/2025	09/02/2025	09/12/2025		09/12/2025	178.08
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW5611	17 - condenser for 254	Paid by EFT # 68038		09/02/2025	09/02/2025	09/12/2025		09/12/2025	225.54
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW5276	17 - TPMS sensor kit for inventory	Paid by EFT # 68038		09/02/2025	09/02/2025	09/12/2025		09/12/2025	241.84
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW5604	17 - compressor for 254	Paid by EFT # 68038		09/02/2025	09/02/2025	09/12/2025		09/12/2025	416.51
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW5605	17 - o-ring kit for 254	Paid by EFT # 68038		09/02/2025	09/02/2025	09/12/2025		09/12/2025	11.46
Account 52320 - Motor Vehicle Repair Totals									Invoice Transactions 50	\$24,891.70
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	611857	17 - shop supplies - Hardware	Paid by EFT # 67827		09/02/2025	09/02/2025	09/12/2025		09/12/2025	6.76
8181 - Lawson Products, INC	9312754211	17 - misc shop supplies screws, zip ties wire and ect	Paid by EFT # 67924		09/02/2025	09/02/2025	09/12/2025		09/12/2025	830.92
6216 - Terminal Supply, INC	48908-00	17 - copper lugs, Relay w/resistance, 90degree male Elbow	Paid by EFT # 67997		09/02/2025	09/02/2025	09/12/2025		09/12/2025	125.19
Account 52420 - Other Supplies Totals									Invoice Transactions 3	\$962.87
Account 53130 - Medical										
231 - IU Health OCC Health Services	00171531-00	17-DS DOT 5 Panel E Screen-J. Smith-8/6/25	Paid by EFT # 67908		09/02/2025	09/02/2025	09/12/2025		09/12/2025	55.00
231 - IU Health OCC Health Services	00171532-00	17-DS DOT 5 Panel E Screen-J. Thompson-8/6/25	Paid by EFT # 67908		09/02/2025	09/02/2025	09/12/2025		09/12/2025	55.00
231 - IU Health OCC Health Services	00171528-00	17-DS Breath Alcohol Test - DOT -K. Arthur-8/6/25	Paid by EFT # 67908		09/02/2025	09/02/2025	09/12/2025		09/12/2025	55.00
Account 53130 - Medical Totals									Invoice Transactions 3	\$165.00



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	68583	17-monthly pest control-8/19/25	Paid by EFT # 67861		09/02/2025	09/02/2025	09/12/2025		09/12/2025	95.00
Account 53140 - Exterminator Services Totals									Invoice Transactions 1	\$95.00
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	9CNKX2YZ6CT	17 - fire truck training for C. Snider, R Hillenburg & K Arthur	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	4,350.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$4,350.00
Account 53620 - Motor Repairs										
244 - Bloomington Ford, INC	6242821	17 - 776 safety inspection following an accident	Paid by EFT # 67831		09/02/2025	09/02/2025	09/12/2025		09/12/2025	175.00
4474 - Ken's Westside Service & Towing, LLC	25-0825-106411	17-tow/hook fee-Unit 962-8/25/25	Paid by EFT # 67915		09/02/2025	09/02/2025	09/12/2025		09/12/2025	325.00
2974 - MacAllister Machinery Co, INC	R67668287501	17 - #657 repair multiple leaks	Paid by EFT # 67930		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,700.00
6476 - Samuel D Wray (Wray Automotive)	14492	17 - alignment for 829	Paid by EFT # 68036		09/02/2025	09/02/2025	09/12/2025		09/12/2025	140.00
Account 53620 - Motor Repairs Totals									Invoice Transactions 4	\$2,340.00
Account 53640 - Hardware and Software Maintenance										
3560 - First Financial Bank / Credit Cards	9z2b28av	17-AutoAuth Yearly Subscription Renewal- F. Robinson	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	60.00
Account 53640 - Hardware and Software Maintenance Totals									Invoice Transactions 1	\$60.00
Account 53650 - Other Repairs										
3286 - Peacetree, INC (PEI Maintenance)	4425	17-replace both filters on the gas dispensers at Adams ST	Paid by EFT # 67955		09/02/2025	09/02/2025	09/12/2025		09/12/2025	310.70
3286 - Peacetree, INC (PEI Maintenance)	4424	17-replaced leak detector on DSL Submerge at S Henderson ST	Paid by EFT # 67955		09/02/2025	09/02/2025	09/12/2025		09/12/2025	754.81
Account 53650 - Other Repairs Totals									Invoice Transactions 2	\$1,065.51
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080195451	17-uniform rental (minus payroll ded)- 8/13/25	Paid by EFT # 68012		09/02/2025	09/02/2025	09/12/2025		09/12/2025	43.19
19171 - Vestis Group, INC (FKA Aramark)	4080196428	17-uniform rental (minus payroll ded)- 8/20/25	Paid by EFT # 68012		09/02/2025	09/02/2025	09/12/2025		09/12/2025	43.19



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080196429	17 - mat rentals and shop towels-8/20/2025	Paid by EFT # 68012		09/02/2025	09/02/2025	09/12/2025		09/12/2025	95.22
19171 - Vestis Group, INC (FKA Aramark)	4080195452	17-mat/towel rentals-8/13/25	Paid by EFT # 68012		09/02/2025	09/02/2025	09/12/2025		09/12/2025	95.22
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 4			<u>\$276.82</u>
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	297600604	17-BMV Fees for Unit 593	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	15.00
3560 - First Financial Bank / Credit Cards	297633488	17-BMV Vehicle Fees - Unit #971	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	45.00
3560 - First Financial Bank / Credit Cards	BMV-275 & 276	17-BMV Fees for 275 & 276	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	30.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 3			<u>\$90.00</u>
Program 170000 - Main Totals							Invoice Transactions 76			<u>\$106,432.07</u>
Department 17 - Fleet Maintenance Totals							Invoice Transactions 76			<u>\$106,432.07</u>
Fund 7702 - Fleet Maintenance Totals							Invoice Transactions 76			<u>\$106,432.07</u>
Fund 7704 - Self-Insurance										
Department 10 - Legal										
Program 100000 - Main										
Account 53130 - Medical										
8546 - Joshua Michael Wathen	PHYS CDL-2025	10-reimburse CDL physical-8/11/25	Paid by EFT # 68024		09/02/2025	09/02/2025	09/12/2025		09/12/2025	110.00
Account 53130 - Medical Totals							Invoice Transactions 1			<u>\$110.00</u>
Account 53990 - Other Services and Charges										
204 - State Of Indiana	7434582	10-Driver's License Inquiries-7/31/25	Paid by Check # 80560		09/02/2025	09/02/2025	09/12/2025		09/12/2025	15.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			<u>\$15.00</u>
Program 100000 - Main Totals							Invoice Transactions 2			<u>\$125.00</u>
Department 10 - Legal Totals							Invoice Transactions 2			<u>\$125.00</u>
Fund 7704 - Self-Insurance Totals							Invoice Transactions 2			<u>\$125.00</u>
Grand Totals							Invoice Transactions 364			<u>\$1,827,596.56</u>

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
09/12/25	Claims				\$1,827,596.56

\$1,827,596.56

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$1,827,596.56**

Dated this 9th day of September year of 2025.

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

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

Fiscal Office _____