

Board of Public Works Meeting

October 7, 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.



Board of Public Works Staff Report

Project/Event: Noise Appeal – 519 W. Hoosier Court Ave.
Petitioner/Representative: Surya Mothukuri
Staff Representative: Enedina Kassamanian, Assistant City Attorney
Date: October 7, 2025

Report:

On September 14, 2025, Noise Citation B25-59670 was issued to Surya Mothukuri at 519 W. Hoosier Court Ave.; Bloomington, Indiana 47401 by Officer Chad Doorman.

On September 16, 2025, Surya Mothukuri requested an appeal.

A Notice of Meeting was sent to Surya Mothukuri that the appeal would be heard at the October 7, 2025 Board of Public Works Meeting.

All documentation associated with this appeal will follow this staff report in the Board of Public Works Packet.

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 36978

25 C18494
353-59670

The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on: 

Day of Week Sun	Day 14	Month 09	Year 2005	Time 0123
Last Name Mothukuri			First Surja	M
Street Address 519 W. Hoosier Court				D.O.B. 12/23/2000
City Bloomington			State IN	Zip Code 47401
Sex M	Race A	S 		

DID COMMIT THE FOLLOWING OFFENSE:

Noise

#1 \$50

OR

Excessive Loud Noise

☒ Residence

☐ Vehicle

Contrary to the BMC § 14.09.030

at _____, Bloomington, IN.

Officer's Signature



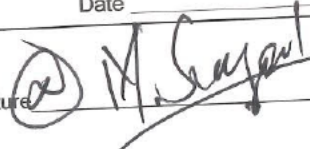
I.D. No.

1117

City of Bloomington, Indiana

Date

Signature



Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION



Appeal of Noise Citation to the Board of Public Works

City of Bloomington

Department of Public Works

401 North Morton Street, Suite 120

Phone (812)349-3410

Email: Public.Works@Bloomington.IN.gov

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Noise citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **All of these documents must be submitted within seven (7) days** after the Noise citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court.

Name: SURYA TEJA MOTHUKURI

Phone Number 812-671-3969

Citation Number: B53 59670 (No. 36978)
(Located in the top right hand corner of the citation)

Date on Noise Citation: 09/14/2025

E-mail: suryamothukuri23@gmail.com

Local Address:

519 W HOOSIER CT AVE,
BLOOMINGTON, INDIANA 47404

Permanent Address:

519 W HOOSIER CT AVE,
BLOOMINGTON, INDIANA 47404

Today's Date: 09/16/2025

Reason for Appeal: I am a full-time graduate student at IU Bloomington and was present at the gathering on Sept. 14, 2025 at 519 W Hoosier Court Avenue. However, I was not the host and did not organize, control or have authority over the event. Responsibility for the gathering rests with the actual host, who has provided a signed statement confirming that they accept full responsibility for the noise that occurred. I respectfully request that the board dismiss this citation against me, as I was not responsible party
(You may continue on another page if necessary) under the city's ordinance.

On this day, I submitted my completed appeal of Noise citation and received the date of October 7, 2025
When the Board of Public Works will consider my appeal.

M. Surya
Signature

09/16/2025
Date

For use by Public Works:

Date Appeal Received: 09.17.2025

Received By: Muanda Ke Beaver

Date Appeal Forwarded to Legal Department: 09.24.2025

Lokesh Reddy Elluri
519 W Hoosier Ct Ave
Bloomington, Indiana 47404

Date : September 17th, 2025

To:

Bloomington Board of Public Works
City Hall, 401 N. Morton St., Suite 120
Bloomington, Indiana 47404

Re: Noise Ordinance Violation – Citation No. 36978

Dear Members of the Board,

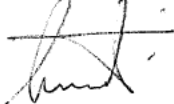
I am writing regarding the noise citation issued on 14th September 2025 at 519 W Hoosier Ct Ave, Bloomington. I would like to clarify that **I was the host of the gathering in question and take full responsibility for the noise that occurred that evening.**

Although **Surya Teja Mothukuri** was present at the event as a resident, Surya did not organize, host, or control the gathering. The citation should not be attributed to Surya, as responsibility rests with me as the individual who hosted the event.

I respectfully request that the Board consider this statement in support of Surya's appeal and dismiss the citation issued against him.

Thank you for your time and consideration.

Sincerely,
Lokesh Reddy Elluri.



COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 36978

353-960X
The undersigned having probable cause to believe and
being duly sworn upon his/her oath says that on:

Day of Week <i>Sun</i>	Day <i>14</i>	Month <i>09</i>	Year <i>2003</i>	Time <i>6:23</i>
Last Name <i>Mohr</i>			First <i>John</i>	MI <i>IN</i>
Street Address <i>1017 W. Main St.</i>				D.O.B. <i>11/11/58</i>
City <i>Bloomington</i>			State <i>IN</i>	Zip Code <i>47404</i>
Sex <i>M</i>	Race <i>A</i>	S 		

DID COMMIT THE FOLLOWING OFFENSE:

House

OR

Excessive Loud Noise

4 Residence

Vehicle

Contrary to the BMC § *11-19-03*

at _____, Bloomington, IN.

Officer's Signature *[Signature]*

I.D. No. *1111*

City of Bloomington, Indiana

Date _____

Signature *[Signature]*

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION

Re: Reminder: Noise Rules & Responsibility

From: Mothukuri, Surya Teja smothuk@iu.edu

To: Nair, Sakshi saknair@iu.edu, Kaditham, Harshavardhan Reddy hrkadith@iu.edu, Patil, Rujula Nitin rupatil@iu.edu, Elluri, Lokesh Reddy lelluri@iu.edu

Date: Tue, 16 Sep 2025, 2:31PM

Hi everyone,

I wanted to address the noise citation we recently received. This has been a stressful experience, and I don't want any of us to go through it again.

From now on, let's all make sure we respect the City of Bloomington's noise regulations. That means:

- Keeping music and gatherings at a reasonable level, especially late at night and confined to our unit only.
- Being mindful that if noise is audible outside the house, it can result in another ticket.
- Making sure whoever is hosting or inviting people takes responsibility for keeping things under control.

These rules are in place for a reason, and it's important that we follow them — not just to avoid fines, but also to show respect for our neighbours and the community.

I'm confident that if we all stay mindful, we won't have this issue again. Thanks for understanding and working together on this.

—

Surya Teja Mothukuri

From: Kaditham, Harshavardhan Reddy hrkadith@iu.edu

To: Mothukuri, Surya Teja smothuk@iu.edu, Nair, Sakshi saknair@iu.edu, Patil, Rujula Nitin rupatil@iu.edu, Elluri, Lokesh Reddy lelluri@iu.edu

Date: Tue, 16 Sep 2025, 2:39PM

Hi Surya,

Thanks for addressing this and laying out the rules clearly. I completely agree, and I'll make sure we are mindful going forward. It won't repeat again from my side, and I'll do my part to ensure gatherings and noise stay under control.

Appreciate you bringing this up so we can avoid any further issues.

Best,
Harshavardhan Reddy Kaditham

Get [Outlook for iOS](#)

From: Elluri, Lokesh Reddy lelluri@iu.edu
To: Mothukuri, Surya Teja smothuk@iu.edu, Nair, Sakshi saknair@iu.edu, Kaditham, Harshavardhan Reddy hirkadith@iu.edu, Patil, Rujula Nitin rupatil@iu.edu
Date: Tue, 16 Sep 2025, 2:40 PM

Hi Surya,

I understand and I'll make sure this doesn't happen again. I'll be more mindful about the noise and will respect the guidelines you mentioned. Thanks for bringing this up and I'll do my part to ensure we don't run into this issue again.

Best,
Lokesh

Get [Outlook for iOS](#)

From: Nair, Sakshi saknair@iu.edu
To: Mothukuri, Surya Teja smothuk@iu.edu, Kaditham, Harshavardhan Reddy hirkadith@iu.edu, Patil, Rujula Nitin rupatil@iu.edu, Elluri, Lokesh Reddy lelluri@iu.edu
Date: Tue, 16 Sep 2025, 3:06 PM

Hi Surya,

Thank you for bringing this up and explaining the rules clearly. I promise this will not happen again. We will be careful to follow the noise regulations and make sure everything stays under control going forward and will remain mindful of our responsibilities toward both our household and the

surrounding community.

Best regards,
Sakshi Nair

Sent from [Outlook for Android](#)

From: Patil, Rujula Nitin rupatil@iu.edu

To: Nair, Sakshi saknair@iu.edu, Mothukuri, Surya Teja smothuk@iu.edu, Kaditham, Harshavardhan Reddy hirkadith@iu.edu, Elluri, Lokesh Reddy lelluri@iu.edu

Date: Tue, 16 Sep 2025, 3:20 PM

Hi Surya,

Thanks for addressing this and for taking the initiative to clarify things. I completely agree — it's important that we're mindful about the noise levels going forward.

I'll make sure to be more careful and help keep things under control during gatherings, so we don't run into any more issues. Hopefully, if we all stay aware and look out for each other, we can avoid any future citations.

Appreciate you bringing this up!

Rujula

Get [Outlook for iOS](#)

5 Emails



CAD Call: 00:42 09/14/2025 NOISE

When Reported: 00:42:42 09/14/2025 Address: 519 W HOOSIER COURT AVE BLOOMINGTON : Directions: Occurred between: 00:42:42 09/14/2025 and 00:42:42 09/14/2025 Contact: ANONYMOUS Phone: [REDACTED]	 Complainant Name: Address: Race: Sex: Phone: Birth Date:	Call ID: 250914010 Type: I Alarm #:
Other Information: ☐		
Comments: ☐ 00:44:27 09/14/2025 - KING E CP STATES THERE IS A LARGE PARTY GOING ON, AND IT HAS SPILLED OUT FRONT, THAT ARE YELLING AND SCREAMING		
State Returns: ☐ 01:28:22 09/14/2025 - DORMAN C		
Radio Logs: ☐ 01:28:39 09/14/2025 - CE		
Involvements: ☐ Law - 09/14/2025 - NOISE - Initiating Call		



September 25, 2025

Surya Teja Mothukuri
519 W. Hoosier Court Ave
Bloomington, Indiana 47404
812-671-3969

Dear Surya Teja Mothukuri,

The Board of Public Works received an appeal for Noise Citation 36978 issued by the Bloomington Police Department on September 14, 2025 at the residence of, 519 W. Hoosier Court Avenue on September 16, 2025.

The Board of Public Works will hold a meeting on Tuesday, October 7, 2025 at 5:30 pm in the City Hall Council Chambers (Room 115); 401 N. Morton Street, Bloomington, Indiana 47404.

At this meeting, the Board will consider your appeal of Noise Citation #36978 and you will be given the opportunity to speak to the board members on your own behalf. In the event that you are unable to attend, you will be notified of the Board's decision. If you have any questions regarding the appeal process, please do not hesitate to contact the Board of Public Works liaison, Miranda Beaver, at 812-349-3411 or at miranda.beaver@bloomington.in.gov.

Sincerely,

Miranda Beaver
Board of Public Works Liaison

CC: Adam Wason, Director of Public Works
Officer Chad Dorman, Bloomington Police Department
Enedina Kassamian, Assistant City Attorney



Board of Public Works Staff Report

Project/Event: Noise Appeal – 710 E. 1st Street
Petitioner/Representative: Anthony Escobedo
Staff Representative: Enedina Kassamanian, Assistant City Attorney
Date: October 7, 2025

Report:

On August 29, 2025, Noise Citation B25-56089 was issued to Anthony Escobedo at 710 E. 1st Street; Bloomington, Indiana 47401 by Officer Taylor Heitink.

On September 5, 2025, Anthony Escobedo requested an appeal.

A Notice of Meeting was sent to Anthony Escobedo that the appeal would be heard at the September 23, 2025 Board of Public Works Meeting. This did not work for the appellant or the officer. The appeal was rescheduled to be heard at the October 7, 2025 Board of Public Works Meeting. Unfortunately, the appellant does have class every Tuesday night, but was provided the Zoom Link for the meeting.

All documentation associated with this appeal will follow this staff report in the Board of Public Works Packet.

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

C18345

NO. 01344

B25-56089

The undersigned having probable cause to believe and
being duly sworn upon his/her oath says that on: *

Day of Week	Day	Month	Year	Time
FRI	29	AUG	25	2313
Last Name		First		Mi
Escobedo		Anthony		R
Street Address				D.O.B.
710 E 1st				10/14/08
City		State		Zip Code
Bloomington		IN		47401
Sex	Race	SSN/OLN		
m	H	[REDACTED]		

DID COMMIT THE FOLLOWING OFFENSE:

#1 \$150

OR

Excessive Loud Noise

☒ Residence

☐ Vehicle

Contrary to the BMC §

at 701 E 1st St, Bloomington, IN.

Officer's Signature

T. Heitink

I.D. No.

1674

City of Bloomington, Indiana

Date

8/29/25

Signature

[Signature]

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION



Appeal of Noise Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410
Email: Public.Works@Bloomington.IN.gov

Received
09.09.2025
WJBeaver

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Noise citation you **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **documents must be submitted within seven (7) days** after the Noise citation was issued. The Board of Public Works primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from a police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court.

Name: Anthony Escobedo Phone Number 574-361-1580

Citation Number: 41338 Date on Noise Citation: 8/29/25
(Located in the top right hand corner of the citation)

Local Address:

710 E 1st ST

Permanent Address:

710 E 1st ST

Today's Date: 9/5/25

Reason for Appeal:

Unjust noise complaint for loiterers
outside. Uninvited and Unassociated citizens showed up
at our residence disturbing the peace. We called the cops
they couldn't get them to leave, the cops were called on
us & we received the fine. I request the authority express
& we have plans to ensure this will never happen again.
We will try our best. We thank you for your consideration & apologize for the
We didn't receive a warning. Intimidation.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of _____
When the Board of Public Works will consider my appeal.

Signature

Anthony A.

Date

9/5/25

For use by Public Works:

Date Appeal Received: _____ Received By: _____

Date Appeal Forwarded to Legal Department: _____

 CAD Call: 22:52 08/29/2025 NOISE

When Reported: 22:52:17 08/29/2025 Address: 710 E 1ST ST BLOOMINGTON : Directions: Occurred between: 22:52:17 08/29/2025 and 22:53:18 08/29/2025 Contact: Phone: [REDACTED]	 Complainant Name: Address: Race: Sex: Phone: Birth Date:	Call ID: 250829419 Type: I Alarm #:
Other Information: ⓘ		
Comments: ⓘ 22:53:04 08/29/2025 - AXSOM B ProQA Case Cancelled: NOISE 22:53:15 08/29/2025 - AXSOM B HOUSE PARTY AT THIS ADDY 22:56:47 08/29/2025 - AXSOM B ANOTHER CALLER [REDACTED] THERE IS A BIG PARTY A LINE DOWN THE BLOCK, LOTS OF PEOPLE THERE BEING RUDE AND DISRESPECTFUL TO NEIGHBORS 23:02:29 08/29/2025 - KEPILINO T 3RD CALLER REGARDING THE REGARDING THE PARTY. END. 23:03:44 08/29/2025 - SMITH EM ANOTHER CP STATES THERE IS A LOT OF MARIJUANA AND POSSIBLE 1032S AND A LOT OF PEOPLE 23:17:07 08/29/2025 - LUCAS M no sig60 or firearms. valid noise. cited		
State Returns: ⓘ 23:12:33 08/29/2025 - HEITINK T		
Radio Logs: ⓘ 23:18:46 08/29/2025 - CITE		
Involvements: ⓘ Law - 08/29/2025 - NOISE - Initiating Call		

[Refresh Data](#)



September 8, 2025

Anthony Escobedo
710 E. 1st Street
Bloomington, Indiana 47401
574-361-1580

Dear Anthony Escobedo,

The Board of Public Works received an appeal for Noise Citation 41338 issued by the Bloomington Police Department on August 29, 2025 at the residence of 710 E. 1st Street on September 5, 2025.

The Board of Public Works will hold a meeting on Tuesday, September 23, 2025 at 5:30 pm in the City Hall Council Chambers (Room 115); 401 N. Morton Street, Bloomington, Indiana 47404.

At this meeting, the Board will consider your appeal of Noise Citation #41338 and you will be given the opportunity to speak to the board members on your own behalf. In the event that you are unable to attend, you will be notified of the Board's decision. If you have any questions regarding the appeal process, please do not hesitate to contact the Board of Public Works liaison, Miranda Beaver, at 812-349-3411 or at miranda.beaver@bloomington.in.gov.

Sincerely,

Miranda Beaver
Board of Public Works Liaison



Board of Public Works Staff Report

Project/Event: Private Hauler Appeal – 2727 N. Dunn
Petitioner/Representative: Cynthia Fleetwood, Director of Housing Development & Facilities at Developmental Services, Inc.
Staff Representative: Taylor Brown, Assistant City Attorney
Date: October 7, 2025

Report:

On August 4, 2025 the Director of Sanitation, Lazarus Sears, sent a private hauler notification letter to the address of 2727 N. Dunn Street; Bloomington, Indiana, 47408 to inform the resident that they were in violation of Bloomington City Ordinance Chapter 6.04.080 (k). This ordinance states: **"It shall be a violation of this chapter for any unauthorized commercial enterprise to collect, obtain, possess, pick up or cause to be collected, obtained, possessed or picked up any refuse, solid waste, garbage or yard waste from places of residence on routes within the city limits that are served by the city sanitation division."** Private haulers cannot be used for properties that are entitled to City sanitation services.

After receiving notification, landlord Cynthia Fleetwood sent an appeal of this decision on August 8, 2025. A statement from the appellant has been attached to this item.

A Notice of Meeting was sent to 200 E. Winslow Road; Bloomington, Indiana 4740, to inform the appellant that their appeal would be seen at the October 7, 2025 Board of Public Works Meeting.



Cynthia Fleetwood
Life Designs
2727 N. Dunn Street
Bloomington, Indiana 47408

August 4, 2025

Dear Resident,

The Sanitation Department has been informed that you have been utilizing a private hauler for trash disposal. Your residence meets the eligibility requirements to receive all City sanitation services.

Bloomington City Ordinance Chapter 6.04.080 (k) states "It shall be a violation of this chapter for any unauthorized commercial enterprise to collect, obtain, possess, pick up or cause to be collected, obtained, possessed or picked up any refuse, solid waste, garbage or yard waste from places of residence on routes within the city limits that are served by the city sanitation division" Private haulers cannot be used for properties that are entitled to City sanitation services.

The City of Bloomington Sanitation Department collection day is Monday. Enclosed please find information regarding our collection policies and procedures. As an alternative disposal method to City Sanitation Services, you may haul your trash yourself to the Monroe County Solid Waste Transfer Stations (812-349-2020) or petition to the Board of Public Works for permission to continue to use a private hauler. Please be advised that you have until [Date] to comply with BMC 6.04.080 or submit a letter to the BPW. In order to continue to utilize a private hauler at your residence for sanitation services, you must submit a letter to the Board of Public Works explaining why it is a hardship for you and/or your tenants to use City sanitation services. Your appeal letter will go before the Board and will determine if you may continue usage of a private hauler. You may address this letter to:

City of Bloomington Board of Public Works
P.O. Box 100
Bloomington, IN 47402

We apologize for any inconvenience that the change in service may cause. If you have any questions, please feel free to contact me at 812-349-3443.

Sincerely,

Lazarus Sears
Sanitation



Developmental
Services
Inc.

August 8, 2025

City of Bloomington Board of Public Works
P.O. Box 100
Bloomington, IN 47402

Re: Appeal asking for dumpster to be located within city limits

Dear Board Members,

LIFEDesigns/Developmental Services, Inc. primarily serves people with cognitive and intellectual disabilities. Many of our clients also have physical limitations. As part of that service, we provide group home residences to our clients such as 2727 N. Dunn in Bloomington. Our clients are encouraged to participate in the usual home management activities such as trash disposal.

Bloomington City Ordinance Chapter 6.04.080 (k) states that it is a violation for any unauthorized commercial enterprise to collect, obtain, possess, pick up or cause to be collected any refuse, solid waste, garbage, or yard waste from places of residence within the city limits.

DSI has been utilizing the city trash collection services but finds that a small dumpster provided by Republic Services is more easily managed by clients and staff. Group homes also produce more trash with numerous clients living there. The dumpster holds more garbage than the city receptacles. It doesn't require staff or clients to move multiple receptacles to the end of the driveway near the busy road on collection day. It is also easier to access with just one trash receptacle.

Thank you for considering our appeal. Please let me know if you require anything else.

Sincerely,

Cindy Fleetwood
Director of Housing Development & Facilities

"We do business in Accordance with the Federal Fair Housing Law. It is illegal to discriminate against any person because of race, color, religion, sex, disability, familial status, or national origin. Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination by contacting the U.S. Department of Housing and Urban Development Assistant Secretary for Fair Housing and Equal Opportunity, Washington, D.C. 20410 or by calling (800) 669-9777 (voice) or (800) 927-9275 (TDD) We are an equal opportunity and employer."



September 15, 2025

Cynthia Fleetwood
Life Designs
2727 N. Dunn Street
Bloomington, Indiana 47408

Dear Resident,

The Board of Public Works received an appeal for a Private Hauler Notification issued by the City of Bloomington Sanitation Division. Due to a scheduling conflict that you reported, your appeal has been moved to the next meeting.

The Board of Public Works will hold a meeting on Tuesday, October 7, 2025 at 5:30 pm in the City Hall Council Chambers (Room 115); 401 N. Morton Street, Bloomington, Indiana 47404.

At this meeting, the Board will consider your appeal and you will be given the opportunity to speak to the board members on your own behalf. In the event that you are unable to attend, you will be notified of the Board's decision. If you have any other documentation that needs to be presented to the Board of Public Works, this information must be submitted to public.works@bloomington.in.gov or by mail to 401 N. Morton Street, Suite 120; Bloomington, Indiana 47404, by 1:00 pm on Tuesday, September 16, 2025. If you have any questions regarding the appeal process, please do not hesitate to contact the Board of Public Works liaison, Miranda Beaver, at 812-349-3411 or at miranda.beaver@bloomington.in.gov.

Sincerely,

Miranda Beaver
Board of Public Works Liaison



Map Markers: ☒ Parks ☒ Playgrounds ☒ Safe Places ☒ Schools ☒ Road Work

Weather: Clouds ~ 87.96 °F

✓ Inside Bloomington City

MINUTES
BOARD OF PUBLIC WORKS
July 01, 2025

A Regular Meeting of the Board of Public Works was held **Tuesday July 1, 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/87463526246?pwd=e5c2U94Fx0eKRvEPJaEudnSKhkkOw4.1>

Meeting ID: 874 6352 6246 Passcode: 752464

Board Members Present:

Kyla Cox Deckard, President
Elizabeth Karon, Vice-President

City Employees Present:

Adam Wason, Public Works
Miranda Beaver, Public Works
Mike Arnold, HAND
Roy Aten, Engineering
Hank Duncan, Planning & Transportation
Zac Rogers, Engineering

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTRANCES

Greg Alexander spoke about the sidewalk on the northside of 3rd Street, just west of College. Mr. Alexander stated that the sidewalk is still closed since he first mentioned it more than three months ago. Mr. Alexander said that the property is owned by the Redevelopment Commission, that Public Works Department maintains it, but the buck stops with Engineering. Mr. Alexander feels that Engineering should fine the RDC for not keeping this up to code. Wason explained to Mr. Alexander that the contractor is waiting for the special fencing to be delivered. Wason also stated that they have been following up every week with the contractor on the status of the fencing. The sidewalk has to stay closed until then due to safety issues. Laminated signs have been put up with explanation of the delays and they keep disappearing.

III. TITLE VI ABATEMENTS

1. 914 W. 3rd Street

Mike Arnold, HAND, presented an abatement for the property at 914 W. 3rd Street. This property has received several complaints for not mowing their yard. The property has been cited four times since May 09, 2025 and ending on June 06, 2025 for overgrowth. There has been no movement from the owners and staff requests permission to abate the property. Karon asked what Arnold said about the owners. Arnold stated that they notified the owners but haven't heard anything back. Karon made a motion to approve the Abatement at 914 W. 3rd Street. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

CONSENT AGENDA

- 1. Approval of Minutes 03.11.2025**
- 2. Approval of Minutes 03.25.2025**
- 3. Approval of Minutes 04.08.2025**
- 4. Board of Public Works Appointment for the Transportation Commission**
- 5. Approval of Payroll**

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

IV. NEW BUSINESS

1. Approve Addendum 1 to Service Agreement with Keramida for Soil Investigation on the B-line

Roy Aten, Engineering, presented Addendum 1 to Service Agreement with Keramida for Soil Investigation on the B-line for approval. On March 25th, 2025 the Board approved a services agreement with Keramida to do some soil testing in the area of Adams Street. It was discovered that there was a salvage yard there at one point in time. This addendum is to provide additional testing and removal of 250 cubic yards of unsuitable soil that will be transported up to Danville, Indiana. The addendum will increase the contract amount by \$31,775. The final not to exceed amount for this service agreement is \$37,150. Karon made a motion to approve Addendum 1 to Service Agreement with Keramida for Soil Investigation on the B-line. Cox Deckard seconded. Cox Deckard, called roll, all in favor, motion passed.

2. Approve Consulting Contract with Toole for Rogers St./S. Madison St./Kinser Pk. Corridor Study

Hank Duncan, Planning & Transportation, presented a Consulting Contract with Toole for Rogers St./S. Madison St./Kinser Pk. Corridor Study. Planning & Transportation is requesting the Board to approve a \$209,221 contract with Toole Design Group for a comprehensive study for the Rogers Street, Madison Street and Kinser Pike Corridor. It spans 4.5 miles from State Road 45/46 bypass to Country Club Drive. This study aligned with Bloomington's visions and the goal is to eliminate fatal and serious crashes by 2039. It will assess current conditions, engage the community, develop long term safety and design recommendations. This is funded through the approved Planning & Transportation Department budget and the project will run from July 2025 through April 2026. Toole Design was selected through a qualifications based process for its strong team, relevant experience and alignment with City goals. Karon asked what was added to the packet for this item that was not in for discussion yesterday. Beaver stated that the staff report and a conflict of interest form for the Councilman Matt Flaherty for Toole Design Company was added. Cox Deckard recapped about the work session and the overall scope of the studies. Cox Deckard stated she would like to know a little bit more about the selection processes as they have been selected multiple times. Duncan wanted it to be known that he wasn't at the City at the time, nor was he involved with previous selection processes. Those previous times there was a different administration, different director and different department staff. Duncan stated that this was the first selection process that he has led but he has been in other selection processes through the Engineering Department. Duncan follows their selection process and they have an independent scoring system. The City gathers a team of relevant departments, Planning, Engineering and Bloomington Transit for this particular project. An evaluation sheet is sent out that evaluates their project manager, their project team, structure, relevant project experience, values, and project approach. The City judges scores them and then come together as a group and talk through them. Duncan added that there is an RFI process sent to multiple sources. Some considering factors for why Toole was chosen is because they do things in house and this eliminates the variables that come in to play when subcontractors are used. Other firms did not sell themselves well, nor was their relevant project experience what the City was looking for with this project. Cox Deckard thanked Duncan for explaining the process and was excited to see Planning's vision and creative options in thinking, especially because they have this deep background. Cox Deckard asked what the public can look forward to for engagement opportunities with this particular corridor. Duncan explained that potentially there will be safety week, which is a week around the city and how we can improve our streets for safety. Listening to what our residents are saying and feeling. The City will have pop up table events and talk to businesses. Karon stated that there is nothing in the proposal from Toole that says they will incorporate information learned from the Walnut St. and College study. It was discussed yesterday that the intersections don't overlap with the intersections in the College and Walnut Study. Karon asked that they ensure everything is incorporated in this study. Public comment from Eric Ost asked where the corridor study RFI was published. Ost would like a link of this document to be published and linked for access as public record. Karon made a motion to approve the Consulting Contract with Toole for Rogers St./S. Madison St./Kinser Pk. Corridor Study. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

3. Approve Contract with Crider and Crider for Hopewell West (S. Jackson Street & S. Rogers Street)

Zac Rogers, Engineering, presented a Contract with Crider and Crider for Hopewell West (S. Jackson Street & S. Rogers Street) for approval. This is a reconstruction of Rogers Street between 1st Street and 2nd Street, and one block of Jackson Street. This will include new storm water infrastructure, sidewalks and a multi-use path along Rogers Street. A protected bike lane on Rogers Street is included as well. These bids were publicly opened and read aloud at the Board of Public Works Work Session yesterday, June 30th at 12:00pm. Crider and Crider was the lowest and responsible bidder. Their bid came in at \$1,687,318.85. The City received

three bids. There will be some lane restrictions on Rogers Street between 1st Street and 2nd Street. There will be a 30 day closure on 1st Street just west of Rogers Street. There is a Maintenance of Traffic, (MOT), plan that Rogers attached to the agenda and the MOT route for the westbound traffic would be south on Euclid Avenue. The eastbound traffic would go down Fairview to W. Wiley Street. Karon asked if they were not only approving the contract, but the closure as well. Rogers stated yes. Wason added they would make sure to coordinate very closely with the convention center project on overlap of detours. Rogers stated that BCM contractors are working on the Kohr building as well. Karon made a motion to approve the Contract with Crider and Crider for Hopewell West (S. Jackson Street & S. Rogers Street). Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

V. STAFF REPORTS & OTHER BUSINESS

Adam Wason, Public Works, reminded everyone that the Fourth of July parade was this weekend. The City is working with multiple special event organizers for their events this summer, such as Taste of Bloomington, Pridefest and others that are waiting on approval. The Special Events team is also working with IU on the homecoming parade. Wason informed the Board of an upcoming change order regarding the Downtown Alley Project which will be on the agenda at the next meeting. There are a couple of things that have come up that we've needed to address quickly in the field to keep that project moving ahead of the summer.

VI. APPROVAL OF CLAIMS

Karon made a motion to approve the Claims in the amount of \$3,294,206.82. Cox Deckard seconded. Cox Deckard called roll, all in favor, motion passed.

VII. ADJOURNMENT

Cox Deckard called for adjournment at 6:05pm.

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Date: _____ Attest to: _____

MINUTES
BOARD OF PUBLIC WORKS
July 14, 2025

A Special Meeting of the Board of Public Works was held Monday **July 14, 2025, at 11:45 a.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/87463526246?pwd=e5c2U94Fx0eKRvEPJaEudnSKhkkOw4.1>

Meeting ID: 874 6352 6246 Passcode: 752464

Board Members Present:

Elizabeth Karon, Vice-President
James Roach, Secretary

City Employees Present:

Adam Wason, Public Works
Miranda Beaver, Public Works
Cassie Werne, Public Works

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTRANCES

III. TITLE VI ABATEMENTS

CONSENT AGENDA

IV. NEW BUSINESS

1. Resolution 2025-055 HoopBus

Cassie Werne, Public Works, presented Resolution 2025-055 HoopBus for approval. HoopBus is an event in partnership with IU athletics. The organizers are asking to use the 500 block of Kirkwood, which is already closed. On that block they want to do a promotional event where they have a bus that arrives with some basketball hoops. Their goal is to build community through basketball, which is relevant for Bloomington. This is in anticipation of the WNBA All-Star game that's happening in Indianapolis and the IU women's basketball team preparing for their season. Megan Cramper from IU Athletics attended to answer any questions from the Board. Roach stated that a month ago they talked about ways to streamline events that were taking place already in the closed section of Kirkwood. Roach also stated that he assumes that this event wouldn't apply as this isn't being run by any businesses. Werne stated that the advice from Legal is that we will pass something through the Board in the future that will dictate criteria for events that, if met, will be approved at staff level. Then these events won't need to be brought before the Board, but will still have met the requirements associated with getting a certificate of liability insurance, as an example. Karon asked if this was a late scheduled event. Werne said yes, this was a request that came in from Megan about a week or so ago. Roach made a motion to approve Resolution 2025-055 HoopBus. Karon seconded. Karon, called roll, all in favor, motion passed.

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

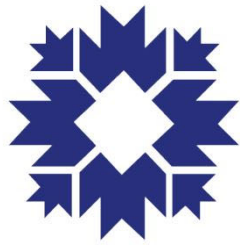
Cox Deckard called for adjournment at 11:50 am.

Accepted By:

Elizabeth Karon, Vice President

James Roach, Secretary

Date: _____ Attest to: _____



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event:	Mobile Vendor in Right of Way
PW Resolution No:	2025-070
Petitioner/Representative:	Kanjana Cruz, Owner of BloomingThaiOnWheels LLC d/b/a Little Bowl
Staff Representative:	Susan Coates
Meeting Date:	09/23/2025

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

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

This application is for 1 year.

Staff is supportive of the request.

RESOLUTION 2025-070
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
BLOOMINGTHAIONWHEELS LLC D/B/A LITTLE BOWL

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

WHEREAS, BloomingThaiOnWheels LLC d/b/a Little Bowl (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, food truck or trailer for 1 year beginning 9/24/2025, and ending on 9/24/2026.

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

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

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

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

ADOPTED THIS THE 23rd DAY of SEPTEMBER, 2025.

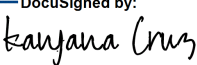
BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

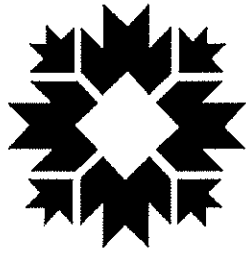
ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-070 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

DocuSigned by:

4A893C69189C45B...

Kanjana Cruz

Date: 9/22/2025

RESOLUTION 2025-070

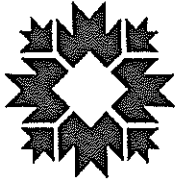


CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	BloomingThaiOnWheels LLC d/b/a Little Bowl
License Type	Mobile Vendor License
Contact	Kanjana Cruz
Phone	812-391-7289
Email	enjoyloveforever1@gmail.com
BPW Resolution No (if applicable)	2025-070
Issue Date of License	9/24/2025
Expiration Date of License	9/24/2026
Scanned?	☒
Renewal Date for License	9/24/2026
Department Head	Jane Kupersmith
Record Destruction Date	9/24/2029
ESD Tracking No	N/A
Document Digital Filing Location	G; ESD Shared: >SMALL BUSINESS DEVELOPMENT > LICENSING > LICENSES > Mobile Vendor > Businesses



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

Length of

License: 1 Year - \$350 pd 9/12/025 chk# 1028

2. Applicant Information

Name:	Karinna Cruz		
Title/Position:	owner		
Date of Birth:	11/08/1990		
Address:	1500 S Highland Ave		
City, State, Zip:	Bloomington		
E-Mail Address:	enjoyloveforever1@gmail.com		
Phone Number:	812-371-7289	Mobile Phone:	

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

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

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

4. Company Information

Name of Employer:	Bloomington wheels LLC			
Address of Employer:	405 E 4th st			
City, State, Zip:	Bloomington IN 47408			
Employment Start Date:	3/9/2023	End Date (If known):		
Phone Number:	8123917289			
Website / Email:	enjoyloveforever1@gmail.com			
Company is a:	☒ Limited Liability Corporation (LLC)	☐ Corporation	☐ Partnership	☐ Sole Proprietor
	☐ Other:			

5. Company Officer Information

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

Name	Address
Kajana Cruz	1500 S Highland Ave Bloomington IN 47401

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

Date of incorporation or organization:	3/9/2023
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:	11:00 - 9:00 PM.	
Place or places where you will conduct business (If private property, attach written permission from property owner):	Kirkwood Ave	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes ☐	No ☒
(If Yes) Provide details		

Res-25-070

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

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

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
Received in ESD	<i>[Signature]</i>	9/18/25	<i>[Signature]</i>

SEP 12 2025

9

9/9/25 Sent email re: missing DOCS.

9/18/25 All Docs read



State Form 49099 (7-7-17)
Approved by Public Board of
Motor Vehicle 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 10	AGE 22	ISSUE DATE 08/06/24	EXP. DATE 01/04/23	COUNTY MONROE	TP R	PL YR 2025	PLATE ZTZ475	PL TP SP	WEIGHT 11	PR YR 24	LS N	TYPE SP	PROR YR PL ZTZ475
EXPIRATION DATE 03/28/26		MUNICIPALITY Bloomington			VEHICLE YEAR 2003	MAKE WRK	MODEL FOR	VEHICLE IDENTIFICATION NUMBER 5B4KP42R633372989			TYPE TK	COLOR GRY	
CURRENT YEAR TAX	VEH EX TAX 12.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 12.00	CO. WHEEL/EX TAX 25.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00		TOTAL 82.35			
PROR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00		TOTAL 0.00			
REGISTRATION LICENSE TYPE IN GOD WE TRUST NEW FORMAT HIGH DIGIT TRUCK 11,000													



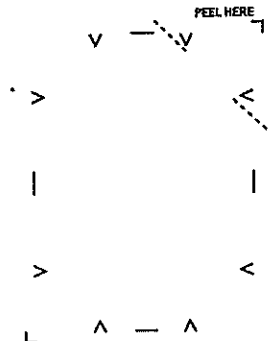
KANJANA CRUZ
1500 S HIGHLAND AVE
BLOOMINGTON IN 47401-6642

Legal Address
1500 S HIGHLAND AVE
BLOOMINGTON INDIANA 47401-6642



INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line.



5. Next, lift up corner of decal where card is creased.
6. Decal is fragile, peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.



STATE OF INDIANA

Mike Braun, Governor

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

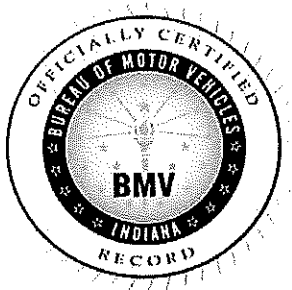
Certification of Driver's Record

For: KANJANA CRUZ
DOB: 11/08/1990
STATUS: VALID as of 09/09/2025
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 9th of September, 2025.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

Mike Braun, Governor

BUREAU OF MOTOR VEHICLES

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

Kevin M. Garvey, Commissioner

Indiana Official Driver Record

As of 09/09/2025 1:34 pm

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

KANJANA CRUZ
1500 S HIGHLAND AVE
BLOOMINGTON, IN 47401-6642

License number: 3460-18-4258
License type: DRIVERS
License expires: 11/08/2025
License status: VALID
SR22: Not needed

Birth date: 11/08/1990 Gender: FEMALE Current points: 0
Social Security #:

Physical Description: Height: 5'2" Weight: 120lbs Hair color: BLACK Eye color: BROWN Donor: T

Endorsements: None

Pending Endorsements: None

Restrictions: CORRECTIVE LENSES

Pending Restrictions: None

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

No Suspensions were found.

Pending Suspension Information
No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)
No Disqualifications were found.

Pending Disqualification Information
No Pending Disqualifications were found.

Out of State Withdrawal Information
No OOS Withdrawals were found.

Driver number: 3460-18-4258 KANJANA CRUZ

DOB: 11/08/1990

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
03/13/2018	2	SPEEDING 85/70	01/31/2018	IOWA DEPARTMENT OF DRIVER SERVICES / IA 06061STA0033337			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
9	11/08/2023	1500 S HIGHLAND AVE	BLOOMINGTON	IN	47401-6642
8	12/27/2018	1824 S MAXWELL ST	BLOOMINGTON	IN	47401-6707
7	09/17/2015	1600 N WILLIS DR TRLR 89	BLOOMINGTON	IN	47404-2152
6	07/02/2015	1600 N WILLIS DR TRLR 89	BLOOMINGTON	IN	47404-2152
4	04/23/2013	2316 E COUNTY LINE RD	INDIANAPOLIS	IN	46227-6332
3	04/16/2013	2316 E COUNTY LINE RD	INDIANAPOLIS	IN	46227-6332
2	01/04/2013	2316 E COUNTY LINE RD	INDIANAPOLIS	IN	46227-6332
1	06/28/2012	19440 W WIECH RD	MUNDELEIN	IL	60060-4035

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
9	11/08/2023	1500 S HIGHLAND AVE	BLOOMINGTON	IN	47401-6642
8	12/27/2018	1824 S MAXWELL ST	BLOOMINGTON	IN	47401-6707
7	09/17/2015	1600 N WILLIS DR TRLR 89	BLOOMINGTON	IN	47404-2152
5	07/02/2015	2316 E COUNTY LINE RD	INDIANAPOLIS	IN	46227-6332
4	04/23/2013	2316 E COUNTY LINE RD	INDIANAPOLIS	IN	46227-6332
3	04/16/2013	2316 E COUNTY LINE RD	INDIANAPOLIS	IN	46227-6332
2	01/04/2013	2316 E COUNTY LINE RD	INDIANAPOLIS	IN	46227-6332
1	06/28/2012	19440 W WIECH RD	MUNDELEIN	IL	60060-4035

Driver number: 3460-18-4258 KANJANA CRUZ

DOB: 11/08/1990

Credential Issuance

Interim Credential Issue Date: 11/8/2023, Expiration Date: 12/8/2023, Reason: AMEND DL W/O CARD, IN-STATE,
Control #: 22826294

Issue Date: 11/08/2023, Amend License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 11/08/2025

Interim Credential Issue Date: 6/4/2021, Expiration Date: 7/4/2021, Reason: DUPLICATE DL, IN-STATE, Control #:
18270063

Issue Date: 06/04/2021, Duplicate License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 11/08/2025

Interim Credential Issue Date: 12/27/2018, Expiration Date: 1/26/2019, Reason: RENEWAL DL W/O CARD, IN-STATE,
Control #: 13742737

Issue Date: 12/27/2018, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 11/08/2025

Interim Credential Issue Date: 9/17/2015, Expiration Date: 10/17/2015, Reason: AMEND DL W/O CARD, IN-STATE,
Control #: 7889047

Issue Date: 09/17/2015, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:
12/27/2018

Interim Credential Issue Date: 4/23/2013, Expiration Date: 5/23/2013, Reason: RENEWAL DL W/O CARD, IN-STATE,
Control #: 4571412

Issue Date: 04/23/2013, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:
12/27/2018

Interim Credential Issue Date: 4/16/2013, Expiration Date: 5/16/2013, Reason: AMEND DL W/O CARD, IN-STATE,
Control #: 4541813

Issue Date: 04/16/2013, Amend License, DRIVERS, Endorsements: None, Restrictions: F, Expiration Date: 12/06/2013

Interim Credential Issue Date: 1/4/2013, Expiration Date: 2/3/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #:
4066048

Issue Date: 01/04/2013, Issue Drivers, DRIVERS, Endorsements: None, Restrictions: 9F, Expiration Date: 12/06/2013

Remarks

No Remarks were found.

* End of Driver Record *

State of Indiana
Office of the Secretary of State

Certificate of Organization
of
BLOOMINGTHAIONWHEELS LLC

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, March 09, 2023.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 09, 2023.

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

202303091671467 / 9791946

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

BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
09/09/2025 03:11 PM

Business Details

Business Name: **BLOOMINGTHAIONWHEELS LLC** Business ID: **202303091671467**
Entity Type: **Domestic Limited Liability Company** Business Status: **Active**
Creation Date: **03/09/2023** Inactive Date:
Principal Office Address: **1500 S highland Ave, Bloomington, IN, 47401, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **03/31/2027**
Years Due:

Governing Person Information

Title	Name	Address
President	kanjana Cruz	1824 S Maxwell St, Bloomington, IN, 47401, USA

Registered Agent Information

Type: **Individual**
Name: **Kanjana Cruz**
Address: **1500 S highland Ave, Bloomington, IN, 47401, USA**



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

Date of this notice: 03-09-2023

Employer Identification Number:
92-2800437

Form: SS-4

Number of this notice: CP 575 A

BLOOMINGTHAIONWHEELS LLC
THAI ON WHEELS
% KANJANA CRUZ SOLE MBR
1824 S MAXWELL ST
BLOOMINGTON, IN 47401

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-2800437. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

Form 940
Form 943

01/31/2024
01/31/2024

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

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

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

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

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/efileproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

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

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

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

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

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

Thank you for your cooperation.

03-09-2023 BLOO B 9999999999 SS-4

CP 575 A (Rev. 7-2007)

CP 575 A

99999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 03-09-2023
() - EMPLOYER IDENTIFICATION NUMBER: 92-2800437
FORM: SS-4 NOBOD

BLOOMINGTHAIONWHEELS LLC
THAI ON WHEELS
% KANJANA CRUZ SOLE MBR
1824 S MAXWELL ST
BLOOMINGTON, IN 47401

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

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

Prohibited Location Agreement

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

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

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

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

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

Vendor:

Name: Kajana W. Kajana Croc

Signature: 9/3/2025 Kajana W.

Date: 9/3/2025

p. 812.349.3418
f. 812.349.3520

Date Release Signed

Kerry Thomson

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: Kanjana Cruz

Signature: Kanjana Cruz

Date: 9/3/2025

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION KPns Westside
 INSPECTOR'S NAME Thomas P. INSPECTOR'S PHONE # _____
 DATE OF INSPECTION 9-2-25
 NAME OF VENDOR Little Bowl Thai Chicken Rice
 VEHICLE YEAR 2003 MAKE Workhorse MODEL P42
 VIN 5B4KF42P833572987

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	☒	☐	
FLASHERS	☒	☐	
REFLECTORS	☒	☐	
HORN	☒	☐	
WINDSHIELD WIPERS	☒	☐	<u>Replaced</u>
MIRRORS	☒	☐	
SEATBELTS	☒	☐	
BUMPER HEIGHT	☒	☐	
ALL WINDOWS	☒	☐	
MUFFLER	☒	☐	
TIRES	☒	☐	<u>Need New Tire</u>
BRAKES	☒	☐	<u>change Brake Pads</u>
DOORS	☒	☐	
GENERAL CONDITION OF VEHICLE	☒	☐	

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2024

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 Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 E-MAIL ADDRESS: support@nextinsurance.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Next Insurance US Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16285
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INSURED
Little Bowl
1500 S Highland Ave
Bloomington, IN 47401

COVERAGES

CERTIFICATE NUMBER: 954965317

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		NXTVLKXXHK-01-GL	12/27/2024	12/27/2025	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 OTHER: \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐					EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Proof of Insurance.

CERTIFICATE HOLDER

Little Bowl
1500 S Highland Ave
Bloomington, IN 47401

LIVE CERTIFICATE



Click or scan to view

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Mobile Food Establishment License Monroe County Health Department

This is to certify that:

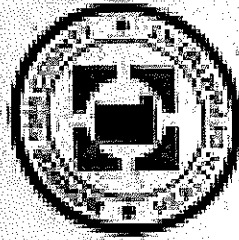
Little Bowl Thai

Kanjana Cruz

4301 E 4th Street

Bloomington, IN 47408

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



Issued:

2/7/2025

2025

By

Sarah Hester MD

Monroe County Health Officer

PERMIT EXPIRES FEBRUARY 28, 2026

NON-NEGOTIABLE AND NOT TRANSFERABLE



Bloomington Fire Department

PO Box 100
Bloomington IN 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Temporary Food Vendor

Fire Permit

Permit Number	Effective Date Range	Expiration Date
BFD-2025-0000095	09/18/2025 - 09/18/2026	09/18/2026

Business Name
Lil Bowl Thai Food truck

Billing Address
1824 S MAXWELL ST FOOD TRUCK,
BLOOMINGTON, IN, 47401

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

Permit Contact

Kanjana Cruz
Business Owner

--

enjoyloveforever1@gmail.com

Permit Signatures

Inspector Permit Signature

A handwritten signature in black ink, appearing to read "Tim Clapp".

Clapp, Tim
Fire Marshal
812-349-3889
clappt@bloomington.in.gov



Board of Public Works Staff Report

Project/Event: 2025 Holiday Market
Petitioner/Representative: Crystal Ritter, Parks and Recreation Department
Staff Representative: Crystal Ritter, Parks and Recreation Department
Date of Event: Saturday, November 29, 2025
Date of Board Meeting: Tuesday, October 7, 2025

Report:

The Parks and Recreation Department is requesting the closure of Morton Street at the intersection with 8th to the entrance of the City Hall Showers Parking Lot from 8am to 5pm on Saturday, November 29, 2025.

The Holiday Market is a celebration of art and community with displays, sales, and demonstrations of visual arts and fine crafts by local and regional artists held in conjunction with the Bloomington Community Farmers' Market.

The Holiday Market is located on Showers Plaza, an outdoor festival site adjacent to City Hall, and inside Bloomington's City Hall.

The following are included in the application:

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



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

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

City Permit #: SE2025-0028
Application Date: 8/1/2025

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

Crystal Ritter
401 N Morton St, Suite 250
Bloomington IN 47403

Applicant

Leslie Brinson

Overview

Event Description

Holiday Market- The Holiday Market is the final Bloomington Community Farmers' Market of the season. This event is apart of the annual Bloomington holiday traditions that take place after Thanksgiving including the Canopy of Lights and Small Business Saturday.

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

Festival/Community Event

Checked

Neighborhood Block Party

Public Art Installation

Run/Walk/Parade

Other

Setup - Date and Time

Saturday, November 29 at 6 a.m.

Start - Date and Time

Saturday, November 29 at 10 a.m.

End - Date and Time

Saturday, November 29 at 3 p.m.

Teardown - Date and Time

Saturday, November 29 at 5 p.m.

Expected Number of Participants

5000

Event Classification

Non-Profit

Financial

Will you be charging admission?

No

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

Will you be collecting donations?

Yes

If yes, who will donations benefit?

Constellation Stage and Screen performs at the event each year and collects donations for their programming. Additionally we place a donation jar at the free hot cocoa stand. These donations go to Bloomington Parks and Recreation to fund other free programming such as the hot cocoa.

Right of Way

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

Street(s) ☒ Checked

Sidewalk(s) ☒ Checked

Metered Parking Space(s) ☒ Checked

Please describe location of public rights of way you are requesting to use/close: We would like to close Morton St. from Eighth St. to Eighth St. (or the entrance of the City Hall parking lot). We would also like to close the sidewalk along Morton St. directly in front of Fernandez Plaza as the Bloomington Parks and Recreation Mobile Stage will be placed in Morton St. facing Fernandez Plaza and the stage will partially block the sidewalk.

Street	To Street	From Street	Closing /Opening	Date
Morton Street	Eighth Street (City Hall Parking Lot)	Eighth Street	Closing	11/29/2025 8 AM
Morton Street	Eighth Street (City Hall Parking Lot)	Eighth Street	Opening	11/29/2025 5 PM

Is this event on Indiana University campus? ☐ No

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

Emergency

Who is responsible for overall event safety and coordinating emergency response? Please provide contact name and phone number. Crystal Ritter (812)349-3725 (office) (720)260-0176 (cell)

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

Medical Emergencies

Bloomington Parks and Recreation staff will follow the guidelines for medical emergencies as outlined in our Parks Policy Manual. You can find the Bloomington Parks and Recreation Policy Manual by clicking here:
https://docs.google.com/document/d/1D8vICPws9ZikpkXQUZm_d2wXVWXno79CkXabc3Xqz_g/edit?tab=t.0#heading=h.sqifxggohtdy

Severe Weather

Bloomington Parks and Recreation's Guidelines for Outdoor Recreation Activities contains our plans and definitions for severe and/or adverse weather. You can view this document by clicking here: https://docs.google.com/document/d/1FsWDe5sNnkJNX63xQwUPy3044ucnKQDB7CpewB8a_EE/edit?tab=t.0

City of Bloomington Parks and Recreation
Risk Management
Severe Weather Recognition and Safety Procedures: 6060
Date: October 27, 2009
Reviewed: October, 2020

POLICY RE: SEVERE WEATHER RECOGNITION AND SAFETY PROCEDURES

Severe Weather Recognition

1. A timely warning is the best way to avoid confusion and injuries in the event of severe weather. Accordingly, all employees should keep abreast of changing weather conditions. Do not assume employees in other areas of the park and/or facility know about a severe weather warning or watch. Be sure they know so the information can be passed on to participants.
2. Severe thunderstorms are common in our part of the United States from April through September. Lightning is a good indicator of the severity of a storm. The more lightning associated with a storm, the greater the chance of very high winds or a tornado. Lightning precedes a storm, sometimes by several miles. (Lightning kills more people every year than any other natural phenomena.)
Severe Weather Procedure – The program/site supervisor should remove participants from the playing/swimming/event area at the first sign of lightning and/or an approaching thunderstorm. Supervisors should not allow participants back on the playing/swimming/event area until 30 minutes after the last sign of lightning/thunder or until the storm has subsided.
3. The majority of all severe weather comes from the southwest. However, remember that the direction from which the storm is coming is also the direction from which debris will come. If a tornado warning should be issued, direct all patrons to pre-design

Fire/Evacuation

Bloomington Parks and Recreation staff will follow the guidelines for fire/evacuation as outlined in our Parks Policy Manual. You can find the Bloomington Parks and Recreation Policy Manual by clicking here: https://docs.google.com/document/d/1D8vICPws9ZikpkXQUZm_d2wXVWXno79CkXabc3Xqz_g/edit?tab=t.0#heading=h.sqifxggohtdy

Lost or Missing Persons

Lost children will be held at the Bloomington Community Farmers' Market Information Tent with the Bloomington Parks and Recreation full-time staff member. An announcement will be made from the stage to try to locate the parent/guardian. Bloomington Police Department will be called if parent/guardian cannot be located.

Other

For all emergencies, Bloomington Parks and Recreation follows our Crisis Communication Resource Guide. You can view this document by clicking this link: https://documentcloud.adobe.com/gsuiteintegration/index.html?state=%7B%22ids%22%3A%5B%221TGTwUmBNIMWIEqtmfnq6MR_rVNooDWJm%22%5D%2C%22action%22%3A%22open%22%2C%22userId%22%3A%22117220634232096683350%22%2C%22resourceKeys%22%3A%7B%7D%7D

Have you arranged for security at your event?

Yes

If yes, who will be providing security?

Marshall Security LLC will provide two security officers for the event
<https://marshallmsi.com/>

Waste

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

City of Bloomington Parks and Recreation Staff
Crystal Ritter (812)349-3725

Will you have food vendor(s)?

Yes

If yes, please name the food vendors:

Unsure all the food vendors at this time but all vendors are approved prepared food vendors of the Bloomington Community Farmers' Market and their contracts have been approved by the Bloomington Parks Board of Commissioners for the 2025 season. The contract that these vendors sign is also vetted by the City of Bloomington's Legal Department.

Will you have alcohol vendor(s)?

No

If yes, please name the alcohol vendors:

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

food waste and beverage containers

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

Bloomington Parks and Recreation will place 8 additional trash cans and 8 recycling containers on Fernandez Plaza and around the City Hall Parking lot. Trash and recycling is taken to the trash totes that are held in the gated area outside of Bloomington's City Hall. The Public Works Facilities Maintenance Division weekend staff person will assist with trash bins located on Fernandez Plaza. The Bloomington Parks and Recreation Weekend B-line Specialist will pick up trash along the trail and parking lot after the event.

What vendor will provide waste bins and collection service?

City of Bloomington Sanitation Services

Will you be providing portable toilets?

No

If yes, how many portable toilets?

If yes, what company is providing the portable toilets?

Noise & Entertainment

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

Live Music

Checked

Recorded Music i.e. DJ, etc.

Checked

Loudspeaker

Checked

Other

Will the noise be amplified?

Yes

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

Live Music will be on the Bloomington Parks and Recreation mobile stage which will be located on Morton Ave. facing Fernandez Plaza.

Sound equipment and PA will be provided and ran by KingSnake sound Company owned by Chris Ramsey (812)340-3035.

Schedule of Events

10 a.m.- Holiday Market opens with free admission

10:30-11:30 a.m. - Bloomington Chamber Singers- holiday carols

11:30 a.m. - Noon - Constellation Stage and Screen presents songs from their holiday musical, A Christmas Story: The Musical on Fernandez Plaza

Noon - 1 p.m.- Tango with Winnie - holiday tunes with an Argentine tango twist

1-1:30 p.m. - IU Ballet presents a sneak peek of the Nutcracker Suite on Fernandez Plaza

1:30-2:30 p.m. - Musical act TBD

3 p.m.- Holiday Market closes and the 2025 Farmers' Market season ends

What will be the power source for equipment?

50 Amp outlet that is located outside of Bloomington's City Hall limestone entrance sign.

Describe any other electrical needs:

Have you notified businesses/residents impacted by your event?

Yes

Which businesses/residents have been notified?

Golitko & Daly, P.C., Monroe County Sheriff's Department, Army National Guard Recruiting Center, Stride Crisis Center

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

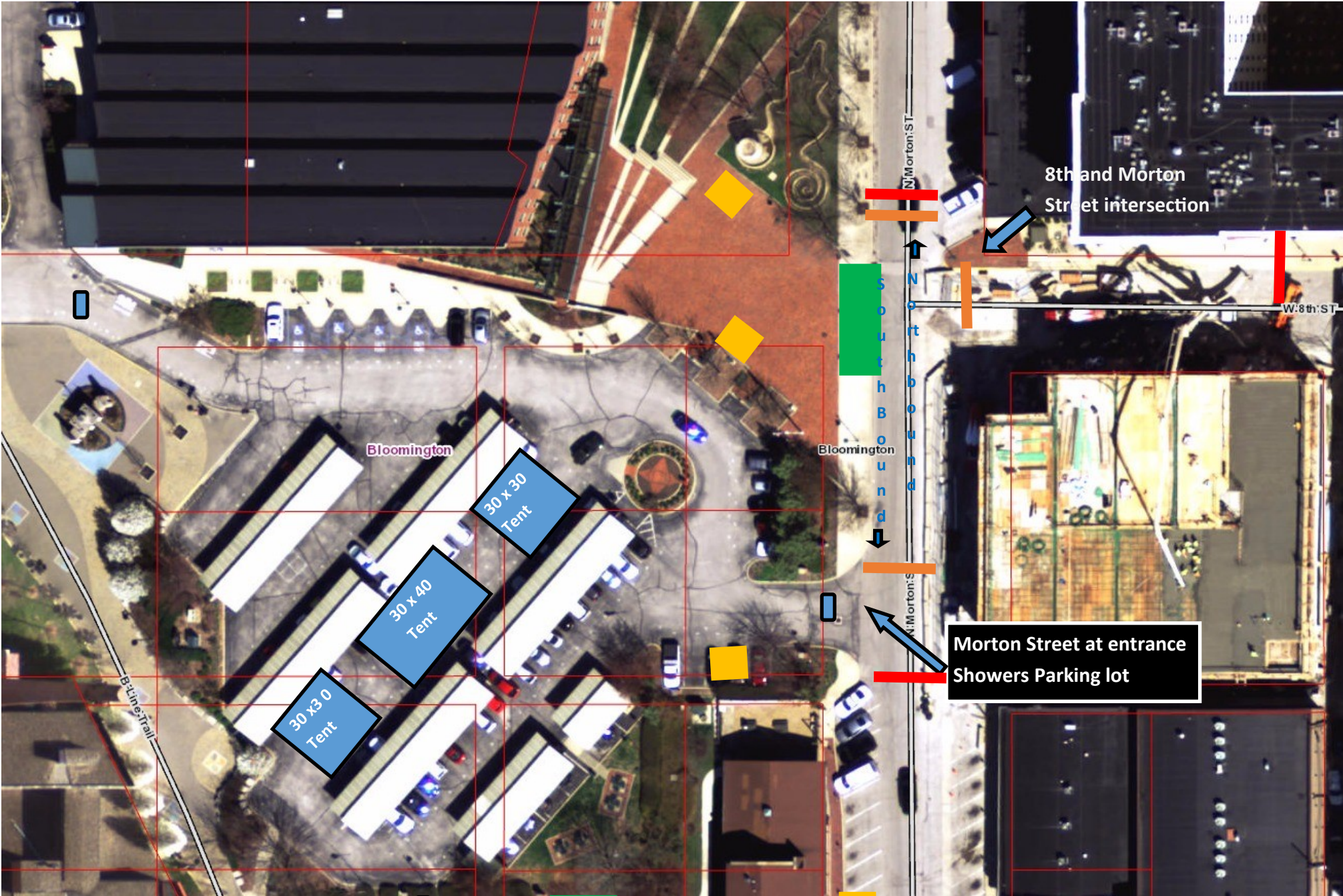
8/1/2025 12:00:00 AM

Insurance

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

No

2025 Holiday Market– Saturday, November 29th 10:00 a.m. to 3:00 p.m.



Type 3 Barricade with Road Closed Sign age

Installed Bol-

Parks Mobile Stage 34'x16'

10x10 pop-up tent

Water filled barricades

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2025-073
HOLIDAY MARKET**

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

WHEREAS, the City of Bloomington Department of Parks and Recreation (hereinafter “Department”) is organizing the Holiday Market, on November 29, 2025, to take place on Morton St. between 8th St. and the south side of the entrance to Showers East, as more particularly described in the attached Exhibit A; and

WHEREAS, Department has requested that the Board of Public Works allow them to close the locations described herein between 6:00 a.m. and 5:00 p.m. on Saturday, November 29, 2025; and

WHEREAS, Department has agreed to comply with the special event requirements listed in this Resolution.

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter “Public Works”) declares that the Department may close the right of ways indicated on the attached application marked as **Exhibit A**, incorporated into this Resolution by reference. These locations will be closed from 6:00 a.m. until 5:00 p.m. on Saturday, November 29, 2025.
3. Department shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Department shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
5. Department shall provide and set up barricades not before 6:00 a.m. on November 29, 2025. The barricades will be removed by 5:00 p.m. on November 29, 2025.
6. Department shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and collect all trash can/receptacles. Clean-up shall be completed by November 25, 2025.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during those hours of 10:00 a.m. and 3:00 p.m. on November 29, 2025.
8. Department shall be responsible for obtaining any and all required permits, including, but not limited to, alcohol permits, as well as being responsible for all legal and financial expenditures.

RESOLUTION 2025-073

9. Department shall work with the RISK Department to ensure their department and the City is properly ensured for this event.
10. Department shall be solely responsible for any and all licenses or permissions relating to copyright or intellectual property required for any art or performance at the festival.
11. Department shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
12. Department shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the event, a copy of which event organizers agree to submit to the Public Works at least two weeks prior to the event.
13. In the event Department allows mobile food vendor units, as defined by Bloomington Municipal Code Chapter 4.28, and/or pushcarts, as defined by Bloomington Municipal Code Chapter 4.30, to locate inside of their Special Event area, the following additional conditions shall specifically apply to any mobile food vendor units and/or pushcarts:
 - a. Shall obtain a permit from the Monroe County Health Department;
 - b. If a spark, flame or fire is used, an open burn permit from Bloomington Fire Department shall be obtained;
 - c. Shall not attach any portion of their unit or cart to a building, tree, telephone pole, streetlight pole, traffic signal pole or fire hydrant;
 - d. Shall not use any public electrical outlet;
 - e. Shall only be permitted to utilize a private electrical outlet if a licensed electrician has provided written documentation that said outlet is capable of handling the unit or pushcart's electrical needs;
 - f. Shall serve their food and beverages in containers that do not allow the food or beverages to fall onto the street or sidewalk.
 - g. If utilizing a grill or device that results in a spark, flame or fire shall do the following: locate at least 20 feet away from a building; provide a barrier between the grill or device and the public; not allow the spark or flame to exceed 12 inches in height; and have a fire extinguisher within reaching distance;
 - h. Shall contain an approved grease interceptor or grease trap;
 - i. If a generator is utilized, the generators shall not exceed 70dBa;
 - j. Shall maintain the food storage areas in a manner that are free from rats, mice, flies and other insects or vermin.
14. Department, by signing this agreement, represents that they have been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS THE 7th DAY OF OCTOBER, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-073 ARE ACCEPTABLE AND
AGREED TO BY VENDOR:

DEPARTMENT:

DocuSigned by:

Crystal Ritter

Date: 9/30/2025

Signature

1E34AD...

Crystal Ritter, Parks and Recreation Department

RESOLUTION 2025-073



Board of Public Works Staff Report

Project/Event: Polish American Heritage Month Celebration
Petitioner/Representative: Alexander Mysliwiec
Staff Representative: Cassie Werne, Special Projects & Operations Manager
Date of Event: Saturday, October 11, 2025
Date of Board Meeting: Tuesday, October 7, 2025

Report:

Alexander Mysliwiec is requesting to use the closed 500 block of Kirkwood on Saturday, October 11 for a Polish American Heritage Month celebration on General Casimir Pulaski Memorial Day. This event is in partnership with Lennie's, will run from 3 to 8pm, and include polka music, the Pierogi Place food truck, and BBC Brewing.

The following are included in the application:

- Site Plan
- Timeline of event
- Emergency Action Plan
- Waste Management Plan
- Notification Letter

**CITY OF BLOOMINGTON
BOARD OF PUBLIC
WORKS RESOLUTION 2025-
076**

POLISH AMERICAN HERITAGE MONTH CELEBRATION

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, Alexander Lee Mysliwicz (“Organizer”), with the Polish American Heritage Month Celebration, would like to use Kirkwood Ave. between Indiana and Dunn St. from 10:00 a.m. through 8:00 p.m. on October 11, 2025 in order to hold a special event for Polish American Heritage Month; 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., between Indiana and Dunn St., as more particularly indicated on the attached application marked as Exhibit A, incorporated into this Resolution by reference. The timeline for these closures will occur in accordance with Exhibit A.
3. 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 8:00 p.m. on Saturday, Oct. 11th.
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

Resolution 2025-076

shall list the City of Bloomington as an additional insured and shall be provided to the City at least two weeks prior to October 11, 2025.

7. On the day of the event, bollards will be blocking Kirkwood Avenue to all motor vehicles. 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. Event organizer 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. Event organizer is responsible for returning the bollard tools to the Department of Public Works on the business day following the event. Should event organizer 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 3:00 p.m. and 8:00 p.m. on October 11, 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 as soon as possible, prior to the event.
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, Polish American Heritage Month Celebration, 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. Alexander Lee Mysliwec, organizer for the Polish American Heritage Month 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 7th DAY OF OCTOBER, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-076 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Signed by:


062BA2E2F38240E
Alexander Lee Mysliwec, Organizer

Date: 10/2/2025

Resolution 2025-076



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

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

City Permit #: SE2025-0034
Application Date: 9/18/2025

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

Application For Special Event Permit To The Board of Public Works

Event Organizer, Applicant

Alexander Lee Mysliwiec
1314 S Lincoln St.
Bloomington IN 47401

Partner

Michael Fox
1917 E Viva Dr
Bloomington IN 47401

Overview

Event Description

Polish American Heritage Month - The City of Bloomington and Senate District 40, proclaiming observations of October 2025 as Polish American Heritage Month, with a key celebration Saturday, October 11th, 2025 as General Casimir Pulaski Memorial Day. We hope to celebrate in conjunction with our friends at Lennie's on Kirkwood between Indiana and Dunn streets, with nearby People's Park. Lennie's hosts Dyngus Day as well as they are an ally to the Polish-American holidays we celebrate. This event is free, everyone is welcome. Bring a chair and your polka fashions.

The event MC'd by event organizer, Alexander Mysliwiec will introduce featured keynote speakers reading the proclamations from the city of Bloomington and Senate District 40, and Monroe County council at Large Trent Deckard. Senator Shelly Yoder District 40. And more TBD

Basic timeline so far....

- Access earlier in the day the better for set ups and decorations etc. (this is open for discussion).

- ~ Event activation at 3:00 p.m. Polka Music

- ~ Speakers at 4:00 p.m. - 4:30 p.m.

- ~ Polka Music, and Fellowship from 4:30 p.m. - 7/8:00 p.m. (Flexible).

Food & Beverage:

- Pierogi Truck on Kirkwood, Lennie's and their street patio. Bloomington Brewing Company is TBD.

Polish American proprietor Katie Mysliwiec of Needmore Coffee Roasters is donating coffee to the event.

Other donations from Polish American proprietors TBD.

Music:

Sleep In The Car Music & Productions provides:

- Polka Music DJ'd by Thee Polish Cowboy LeRoy McQueen (of local up and coming Bloomington Alt. Country band, Thee Vatos Supreme).

- A small PA consisting of a Mackie powered 8 channel board, with signal out to: 4 x Yorkville 10 inch speakers for mains and a monitor.

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

Festival/Community Event	Checked
Neighborhood Block Party	
Public Art Installation	
Run/Walk/Parade	
Other	
Setup - Date and Time	Saturday, October 11th, 2025 ; 10:00 am
Start - Date and Time	Saturday, October 11th, 2025; 3:00 p.m.
End - Date and Time	Saturday, October 11th, 2025 ; 8:00 p.m.
Teardown - Date and Time	Saturday, October 11th, 2025 ; 8:00 p.m.
Expected Number of Participants	150
Event Classification	Non-Profit

Financial

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

Right of Way

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

Street(s)	Checked
Sidewalk(s)	
Metered Parking Space(s)	Checked
Please describe location of public rights of way you are requesting to use/close:	From east of Indiana avenue, Eastward to the west side of Dunn Street.

Street	To Street	From Street	Closing /Opening	Date
Kirkwood Ave	Dunn St	Indiana Ave	Closing	10/11/2025 10 AM

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

Emergency

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

Alexander Myśliwiec

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

Medical Emergencies

Call 911

Severe Weather

Evacuate people to safety

Fire/Evacuation

Call 911 and evacuate people from the area in order to leave fashion

Lost or Missing Persons

Establish a name and identity, notify vendors, call over the loud speaker and be on the lookout

Other

Have you arranged for security at your event?

No

If yes, who will be providing security?

Waste

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

Alexander Myśliwiec and Michael Fox

Will you have food vendor(s)?

Yes

If yes, please name the food vendors:

The Pierogi Place (pierogi truck)

Will you have alcohol vendor(s)?

No

If yes, please name the alcohol vendors:

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

Food waste, beverage containers, etc

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

Place in garbage bins and haul away.
Place in a recycling bin and haul away.

What vendor will provide waste bins and collection service?

Event Organizer: Sleep In The Car Music & Productions ;
potentially Michael Fox and Lennie's

Will you be providing portable toilets?

Yes

If yes, how many portable toilets?

2

If yes, what company is providing the portable toilets?

Lennie's

Noise & Entertainment

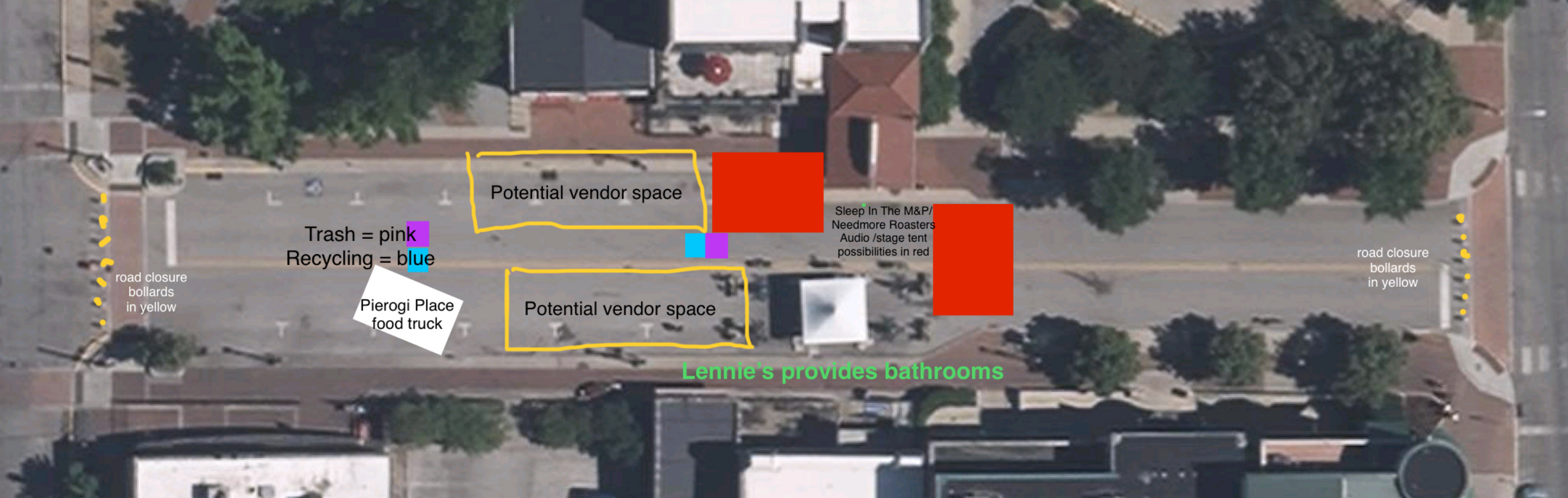
Please check all sources of noise below that will be present at your event:

Live Music

Recorded Music i.e. DJ, etc.	Checked
Loudspeaker	Checked
Other	
Will the noise be amplified?	Yes
Please describe event entertainment and associated infrastructure including stage, sound amplification equipment, etc.?	Polka Music DJ'd by Thee Polish Cowboy LeRoy McQueen (of local up and coming Bloomington Alt. Country band, Thee Vatos Supreme). • A small PA consisting of a Mackie powered 8 channel board, with signal out to: 4 x Yorkville 10 inch speakers for mains on stands, and a monitor at floor level.
What will be the power source for equipment?	Electricity 120 volts
Describe any other electrical needs:	Power will be pulled from Lennie's for the audio tent. Food vendor will provide their own power.
Have you notified businesses/residents impacted by your event?	Yes
Which businesses/residents have been notified?	Lennie's and happy to inform all others once it's confirmed possible from the City.
When did you notify businesses/residents impacted by the event?	9/16/2025 12:00:00 AM

Insurance

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



Potential vendor space

Sleep In The M&P/
Needmore Roasters
Audio /stage tent
possibilities in red

Trash = pink
Recycling = blue

Pierogi Place
food truck

Potential vendor space

Lennie's provides bathrooms

road closure
bollards
in yellow

road closure
bollards
in yellow

Event timeline for General Casimir Pulaski Memorial Day celebration

Saturday, October 11th, 2025

Basic timeline

- Access earlier in the day the better for set ups and decorations etc. (this is open for discussion). Based on whatever is most appropriate with the city's operations 9 or 10:00 a.m. would be great to have access to close Street of Kirkwood.

~ 9:00/10:00 a.m. - arrival for set up.

~ 3:00 p.m. Event activation - Polka Music

~ 4:00 p.m. - 4:30 p.m. - Distinguished Speakers:
Senator Shelly Yoder ;
Monroe County Council at Large Trent Deckard

~ Polka Music, and Fellowship from 4:30 p.m. - 8:00 p.m.

~ 8:00 p.m. - Strike and Load Out

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 GENERAL CASIMIR PULASKI MEMORIAL DAY (Saturday, October 11th, 2025) during Polish American Heritage Month 2025.

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: Alexander Lee Myśliwiec

Date: Thursday, September 18, 2025



Board of Public Works Staff Report

Project/Event: Bloomington Book Festival
Petitioner/Representative: Nick Faulkenberg & Jenna Bowman
Staff Representative: Cassie Werne, Special Projects & Operations Manager
Date of Event: Saturday, October 25, 2025
Date of Board Meeting: Tuesday, October 7, 2025

Report:

Morgenstern Books is requesting to close Madison between 10th and 11th on Saturday, October 25, 2025 from 6am to 8pm. Vendors will be set up on the closed streets. Speakers and entertainment will occur inside the Dimension Mill.

You can find more information at www.bloomingtonbookfestival.com/.

The following 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-
077**

Bloomington Book Festival

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

WHEREAS, Jenna Bowman and their partners with the Dimension Mill and the Forge (“Organizers”), would like to close the portions of N. Madison St. from 6:00 a.m. on October 25, 2025 until 8:00 p.m. in order to hold a special event: Bloomington Book Festival; and

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

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter “City”) declares that the Organizers and other event Organizers may close N. Madison Street from 10th to 11th Street, 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. Organizers 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. Organizers 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. Organizers 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 8:00 p.m. on October 25, 2025.
6. Organizers 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

Resolution 2025-077

shall list the City of Bloomington as an additional insured and shall be provided to the City at least two weeks prior to October 25, 2025.

7. Organizers 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.
8. Organizers 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 Organizers agree to submit to the City prior to the event.
9. 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.
10. Organizers, Bloomington Book Festival, and their partners, 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.

11. Jenna Bowman, Organizer for the Bloomington Book Festival event, presents that they are fully empowered by proper action of their entities or organizations, to bind their entities or organizations to the terms and conditions set forth in this Resolution and does so bind their entities or organizations by their signature set forth below.

ADOPTED THIS 7th DAY OF OCTOBER, 2025.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

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

Signed by:
Jenna Bowman
057311806EE845B...
Jenna Bowman, Organizers

Date: 10/3/2025



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

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

City Permit #: SE2025-0035
Application Date: 9/18/2025

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

Application For Special Event Permit To The Board of Public Works

Applicant

Nicholas Faulkenberg
849 S Auto Mall Rd.
Bloomington IN 47401

Applicant

Jenna Bowman

Overview

Event Description

Bloomington Book Festival - This is the Bloomington Book Festival taking place on Saturday, October 25, 2025.

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

Festival/Community Event

Checked

Neighborhood Block Party

Public Art Installation

Run/Walk/Parade

Other

Setup - Date and Time

10/25/2025 6am

Start - Date and Time

10/25/2025 10am

End - Date and Time

10/25/2025 6pm

Teardown - Date and Time

10/25/2025 8pm

Expected Number of Participants

1000

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?

Bloomington Book Festival

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:

We are requesting that N Madison Street between 10th and 11th streets be closed.

Street	To Street	From Street	Closing /Opening	Date
N Madison Street	11th Street	10th Street	Closing	10/25/2025 6 AM
N Madison Street	11th Street	10th Street	Opening	10/25/2025 8 PM

Is this event on Indiana University campus?

No

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

Emergency

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

Jenna Bowman
210-954-1059

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

Medical Emergencies

All volunteers and staff will be equipped with phones in case of a medical emergency. Staff will assess the situation and contact event organizers. If necessary, staff will contact medical services via 911. Staff will be designated for assignment i.e. moving barricades, crowd control and communications. All incidents will be documented and reported to the appropriate authorities.

Severe Weather

In case of severe weather, Dimension Mill as a sponsor/partner will be the shelter location.

Fire/Evacuation

In case of fire, Dimension Mill's evacuation procedures will be followed. All staff will be trained on fire and evacuation procedures.

Lost or Missing Persons

If there is a lost or missing person, it will be communicated to all staff via phone. Emergency personnel will be called when necessary. Staff will have assigned tasks. Staff will be positioned at all exits while other staff members will begin to sweep the area.

Other

Have you arranged for security at your event?

Yes

If yes, who will be providing security?

TBD

Waste

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

Jenna Bowman
210-954-1059

Will you have food vendor(s)?	Yes
If yes, please name the food vendors:	We are coordinating to have food trucks at the event, but are unsure which food trucks will be there at this time.
Will you have alcohol vendor(s)?	Yes
If yes, please name the alcohol vendors:	BBC Brewing and potentially a winery
What types of waste will need to be collected i.e. food waste, beverage containers, etc.?	Food and beverage waste. Possible waste from packaging of retail items
What is your plan to collect and dispose of trash and recycling?	We will use receptacles provided by Dimension Mill. We will also use the pre-installed receptacles on Madison St and Maker Way. Republic will provide additional receptacles.
What vendor will provide waste bins and collection service?	Republic
Will you be providing portable toilets?	Yes
If yes, how many portable toilets?	2
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

Recorded Music i.e. DJ, etc.

Loudspeaker

Other

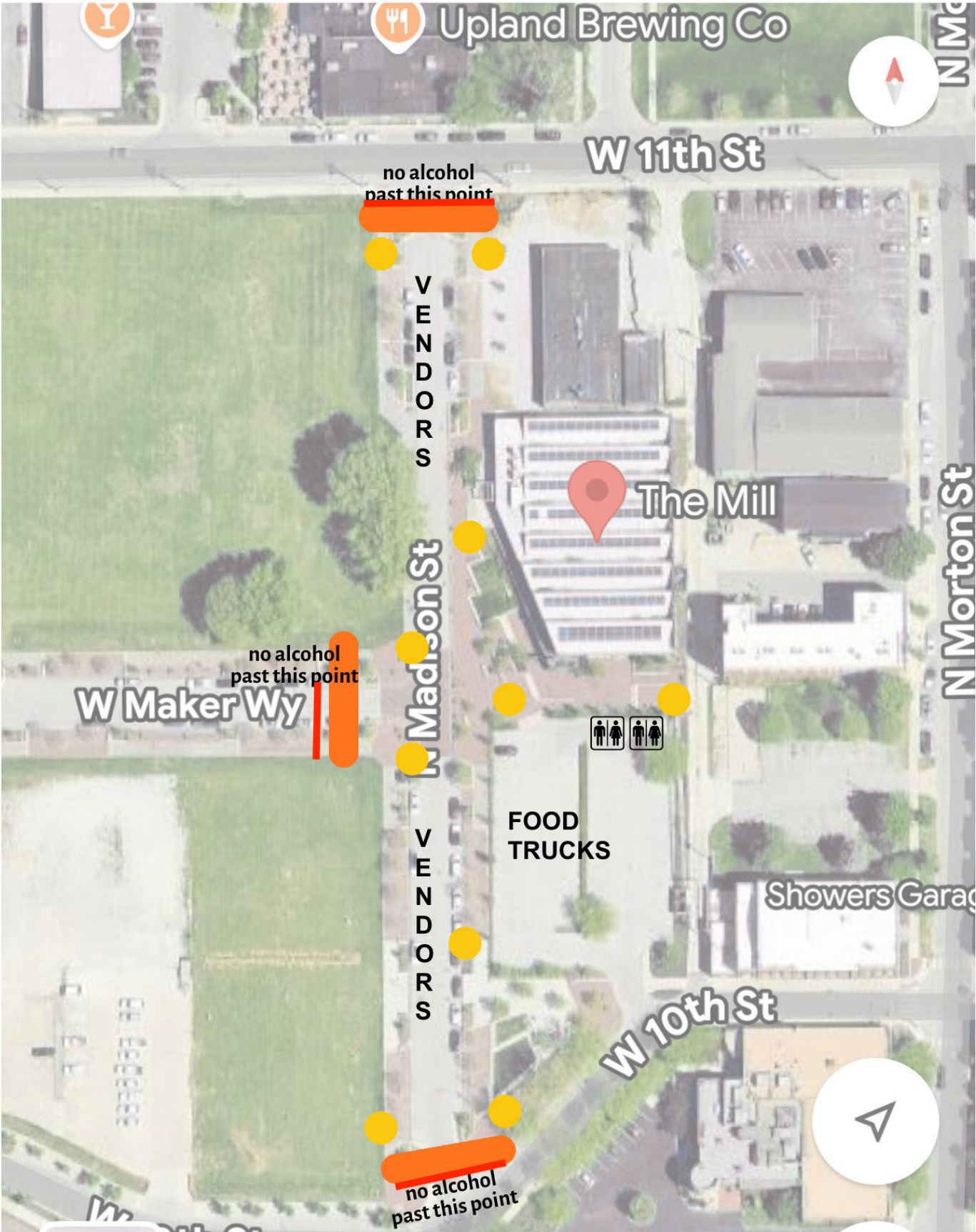
Will the noise be amplified?	No
Please describe event entertainment and associated infrastructure including stage, sound amplification equipment, etc.?	There will be vendors on Madison Street . The only entertainment will take place inside Dimension Mill's event hall.
What will be the power source for equipment?	We will use Dimension Mill's power.
Describe any other electrical needs:	
Have you notified businesses/residents impacted by your event?	Yes
Which businesses/residents have been notified?	Dimension Mill and The Forge are partners/sponsors of the event and are aware of the road closures.
When did you notify businesses/residents impacted by the event?	7/1/2025 12:00:00 AM

Insurance

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

Yes

Bloomington Book Festival 2025



● Trash

— Type III Barricades

■ Barriers



Board of Public Works Staff Report

Project/Event: Acceptance of Public Improvements at 1503 W. Arlington Rd
Petitioner/Representative: Joseph Ross
Staff Representative: Maria McCormick
Date: October 7, 2025

Report:

The petitioner is requesting the City of Bloomington accept the public improvements that were required by the subdivision at 1503 W. Arlington Rd. These public improvements include sidewalk, tree plot with street trees and curbing. These improvements have been inspected and approved by the Engineering Department and the Department of Planning and Transportations, to meet city requirements. The current public improvement bond of \$25,741.65 will be released after receipt of the maintenance bond in the amount of \$10,000.00 per BMC 20.06.060(c)(E)(iii)(f). This maintenance bond must remain in effect until October 2, 2027.

Value of Public Improvements -

415 LF of new 7" sidewalk	\$55,000
415 LF of new 6" curb	\$18,475
8 Street Trees	\$ 4,000



**City of Bloomington
Engineering Department**

Certificate of Final Acceptance of Public Improvements

Project: Arlington Circle – 1503 W. Arlington Rd.

WHEREAS, the completed public improvements within the public right-of-way do appear to comply with the design standards of Chapter 20.05.050, Subdivision Design Standards of the Bloomington Municipal Code, and do appear to have been constructed in accordance with the City of Bloomington Planning and Transportation Department and Engineering Department requirements; and

WHEREAS, the completed public improvements within the public right-of-way appear to have been installed in accordance with the approved plans; and

WHEREAS, a performance surety in an amount equal to the greater of 5% of the original surety or \$10,000.00 or as determined by the Transportation and Traffic Engineer shall be maintained for two years from 30 days after the date of the certificate of final acceptance is approved; and

NOW, THEREFORE, upon the recommendation of the Planning and Transportation Department and Engineering Department, the public improvements within the public right-of-way are hereby accepted by the City of Bloomington Board of Public Works.

Signature: _____

Date: October 7, 2025

Printed Name: Kyla Cox Deckard

Title: Board President

Signature: _____

Date: October 7, 2025

Printed Name: Elizabeth Karon

Title: Board Vice President

Signature: _____

Date: October 7, 2025

Printed Name: James Roach

Title: Board Secretary

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050



City of Bloomington
Planning and Transportation Department

Certificate of Final Acceptance - Application

Application:

Public Improvement Project Location (Name on plat): 701 Club, Inc.

Public Improvement Project Description: Public improvements at 1451 (fka 1503) W Arlington Rd, Arlington Circle Subdivision sidewalk

Developer: _____

General Contractor: A & A Concrete, Angelo Lloyd

Relevant Instrument Number(s): 2022013005

Date of Substantial Completion of Public Improvement Project: 3/21/2025

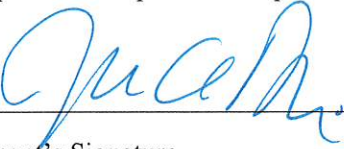
Applicant's Name: 701 Club Inc. by Joseph Ross, President

Applicant's Title: _____

Applicant's Agency: _____

Date of Application for Final Acceptance: 4/1/2025

By signing below, the Applicant does hereby certify that as of the above Date of Application for Final Acceptance, the said Project meets all of the requirements for Final Acceptance according to Bloomington Municipal Code. The applicant further certifies that the completed public improvements: are in compliance with the design standards of Chapter 20.07, Design Standards of Bloomington Municipal Code; have been constructed in accordance with City of Bloomington Planning and Transportation Department requirements; and have been installed in accordance with the approved plans.

 Pres., 701 Club Inc. 4/1/2025
Applicant's Signature Date
Joseph Ross for 701 Club, Inc.



**City of Bloomington
Engineering Department**

CERTIFICATE OF FINAL ACCEPTANCE – INSPECTION AND RECOMMENDATION

Project: Arlington Circle Subdivision

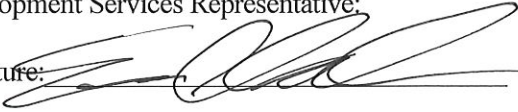
INSPECTION

Signing of this portion of this form shall certify that the public improvements within the public right-of-way contained in this project have been visually inspected by representatives of the City of Bloomington Planning and Transportation and Engineering Department, that the public improvements within the public right-of-way appear to have been installed in accordance with appropriate specifications, and that aforementioned representatives take no exception with the installation. Additional inspection reports may be included with this document. A two (2) year performance surety for the public improvements shall be in effect and shall not terminate until a period of two (2) years after the certificate of final acceptance is approved.

RECOMMENDATION

- ☒ Acceptance of Public Improvements by City of Bloomington Board of Public Works and Release of Performance Surety. (Notwithstanding any partial release of the performance bond or letter of credit, the city requires a maintenance bond to remain in effect for a period of two (2) years after the certificate of final acceptance is approved. The maintenance bond shall be in the amount of five percent (5%) of the original performance bond, or \$10,000.00, whichever is greater, or as determined by the Transportation and Traffic Engineer.)
- ☐ Extension of Performance Surety. (Attach a list of deficiencies, including a timeline for remediation.)
- ☐ Declaration that Performance Surety is in Default.

Development Services Representative:

Signature: 

Date: October 1, 2025

Printed Name: Eric Greulich

Title: Development Services Manager

Engineering Department Representative:

Signature: 

Date: October 1, 2025

Printed Name: Maria McCormick

Title: Public Improvements Manager

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050

ARLINGTON CIRCLE SUBDIVISION

SIDEWALK PLAN

LEGEND

- ⊙ = EXISTING HYDRANT
- = EXISTING STORM MANHOLE
- = EXISTING STORM CURB INLET
- = EXISTING SANITARY MANHOLE
- ⊙ = EXISTING WATER METER
- = EXISTING AC UNIT
- = EXISTING GAS METER
- = REBAR FOUND
- = EXISTING POWER POLE
- = SECTION CORNER
- = REBAR (TO BE SET)
- = LOT LINE
- = SETBACK & EASEMENT LINE
- = INGRESS & EGRESS EASEMENT

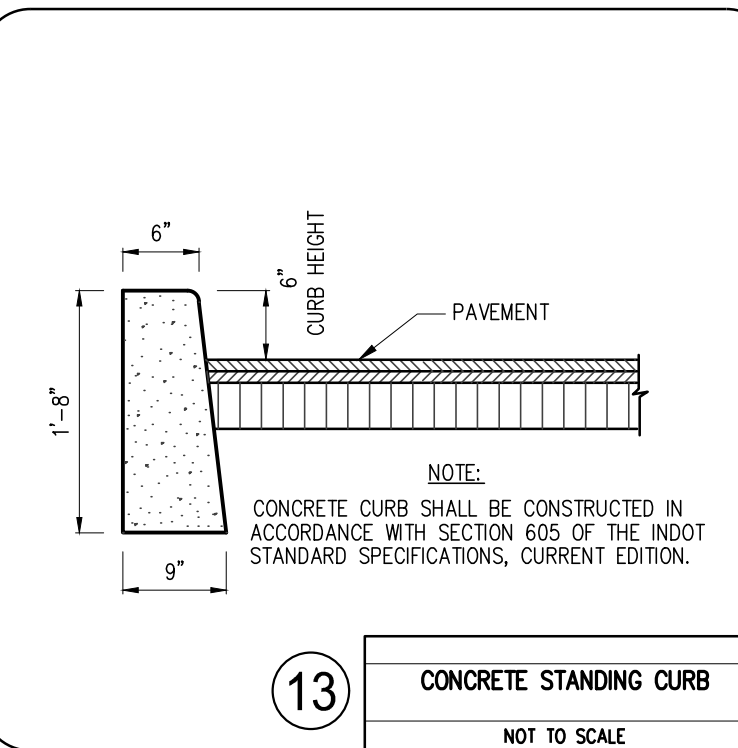
PLANT LIST

LARGE CANOPY DECIDUOUS TREES					
LEGEND	KEY	BOTANICAL NAME	COMMON NAME	QTY	SIZE & CONDITION
⊙	GT	GLEDTISIA TRIACANTHOS INERMIS	THORNLESS HONEY LOCUST		2" CAL., B & B
⊙	AR	ACER RUBRUM	RED SUNSET MAPLE		2" CAL., B & B

*CONTAINER OR BALL AND BURLAP CONDITION ACCEPTABLE

NOTE: SPECIES SHOWN THAT ARE NOT LISTED IN THE CITY OF BLOOMINGTON ZONING ORDINANCE CHAPTER 20.06 TABLES OF RECOMMENDED PLANT MATERIALS ARE GIVEN BOTANICALLY COMPARABLE DENSITY VALUES.

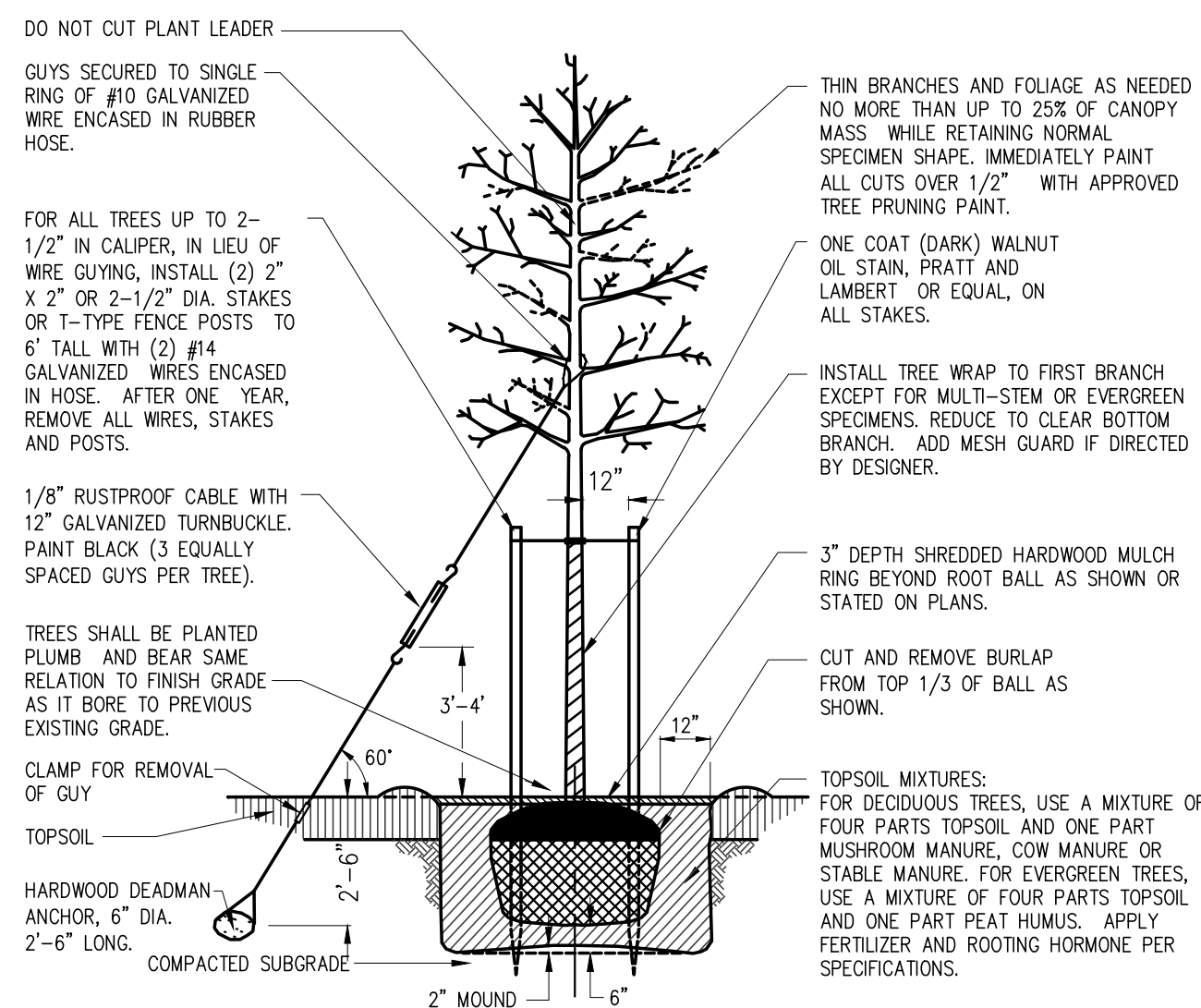
STREET TREES TO BE PLANTED AT 40' O.C. INTERVALS



13

CONCRETE STANDING CURB

NOT TO SCALE

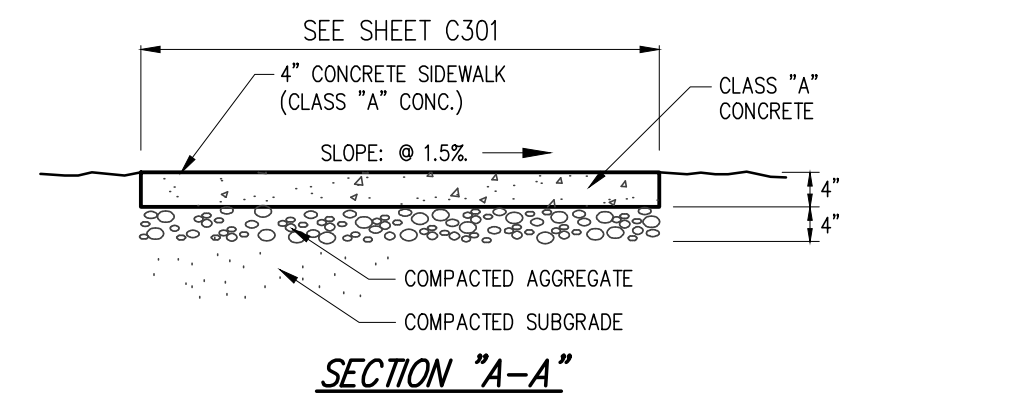
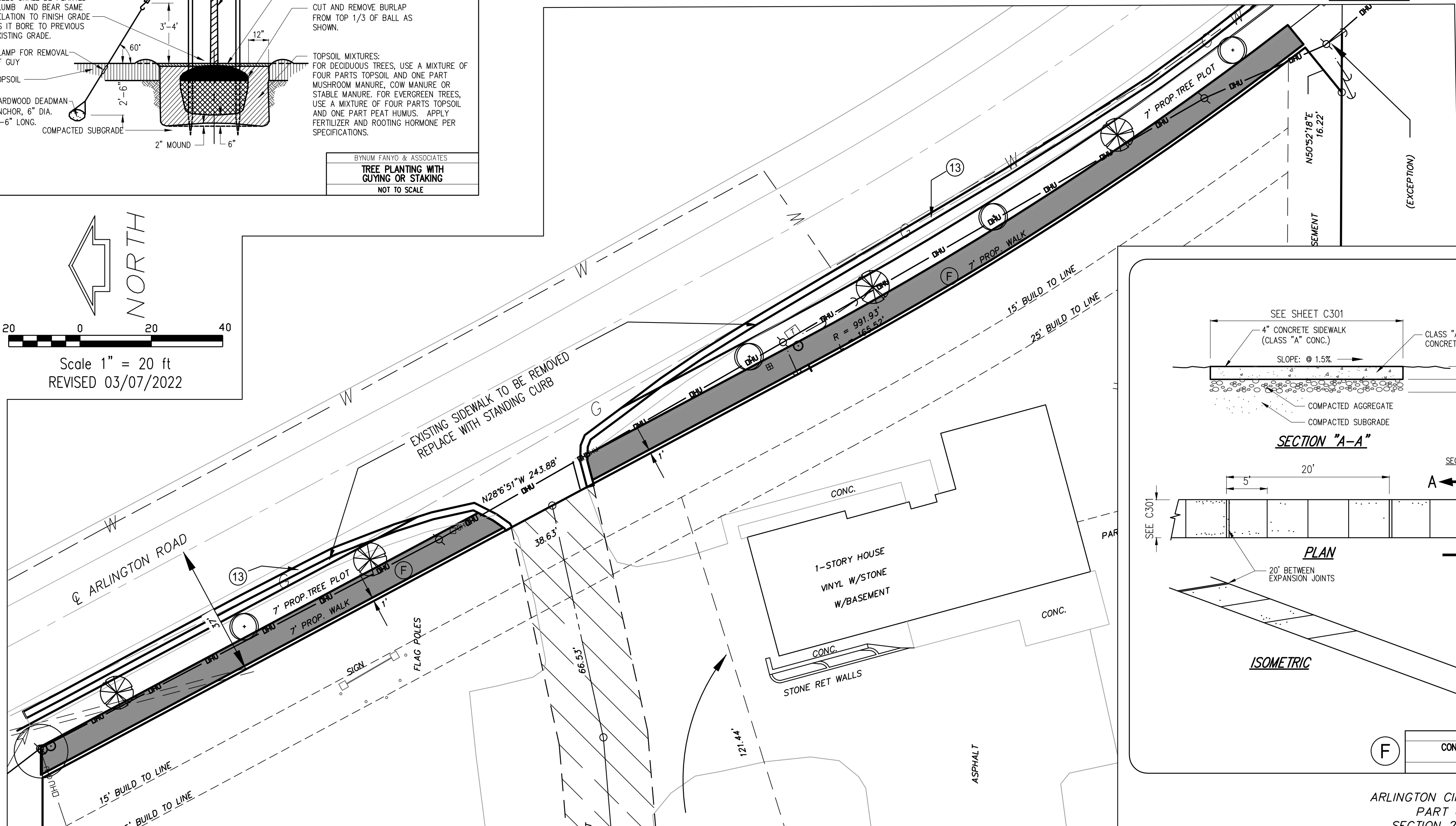
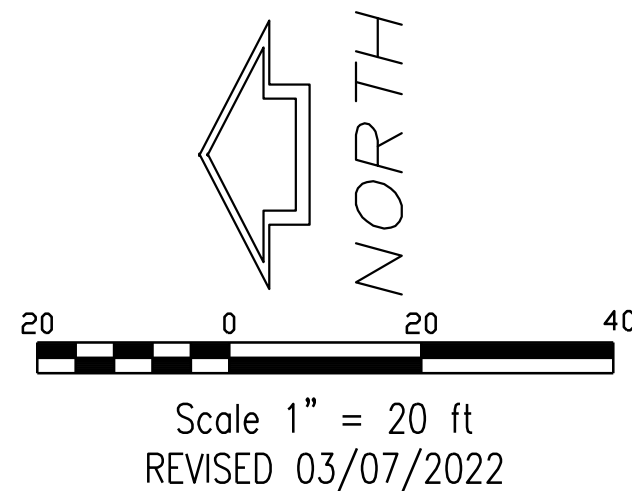


BYNUM FANYO & ASSOCIATES

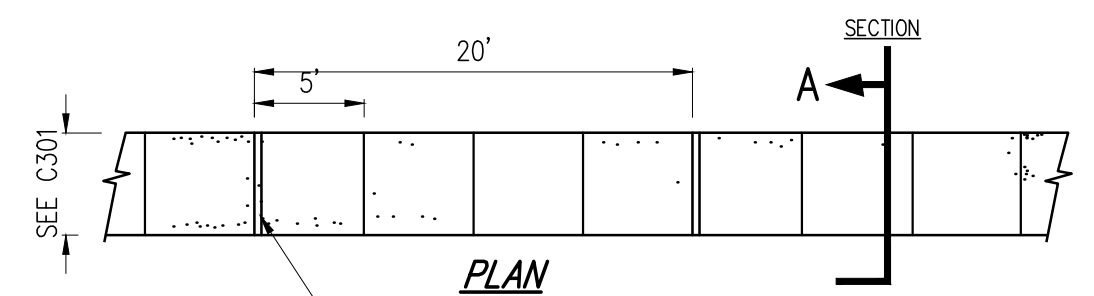
TREE PLANTING WITH

GUYING OR STAKING

NOT TO SCALE



SECTION "A-A"



PLAN

ISOMETRIC

F

CONCRETE SIDEWALK

NOT TO SCALE

ARLINGTON CIRCLE SUBDIVISION
PART OF THE S.W. 1/4,
SECTION 29, T 9 N, R 1 W,
MONROE COUNTY, INDIANA
JOB NO. 5021091
SHEET 1 OF 1



Board of Public Works Staff Report

Project/Event: Approval of Public Improvement Bond Reduction for Ralston Subdivision

Petitioner/Representative: Suzanne Young - Ralston Subdivision

Staff Representative: Maria McCormick

Date: October 7, 2025

Report:

The petitioner is requesting a public improvement bond reduction for the Ralston Dr. Lot Subdivision. This subdivision created 4 lots at the corner of Ralston & Banta in the Broadview Neighborhood. As required by the UDO sidewalks and street trees have been installed on 3 of the 4 lots. The sidewalks along lots B, C, and D have been completed and inspected for compliance by the Engineering Department and meet city requirements. Because these improvements have been completed section 20.06.060(c)(iii)(10) of the Bloomington Municipal Code allows for a reduction in the bond amount. The current bond in place for this subdivision is in the amount of \$76,000.00. Engineering has approved the new bond amount of \$26,000.00. This bond shall be in place prior to the release of the current bond. The new bond shall remain in place until the final lots public improvements are accepted by the city.

Maria McCormick
Public Improvement Manager



Re: 910 Ralston subdivision

Maria,

The public improvements on three of the four lots in the Ralston subdivision have been completed. I would like to ask that the board reduce the improvement bond amount to reflect this completed work.

Thank you for your assistance in this matter.


Suzanne Young

TOPOGRAPHIC SURVEY/SIDEWALK DESIGN
LOTS 176A-176D IN BROADVIEW PARK FIRST ADDITION
LOT 176 PLAT AMENDMENT
AN ADDITION TO THE CITY OF BLOOMINGTON
MONROE COUNTY, INDIANA

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

LEGEND

These standard symbols will be found in the drawing.

- SW STORM MANHOLE
▽ MAILBOX
⊕ FIRE HYDRANT
+ SIGN
⊕ WATER VALVE
⊕ UTILITY POLE
⊕ GAS RISER
⊕ ELECTRIC BOX
⊕ WM WATER METER
⊕ GM GAS METER
⊕ SS SANITARY MANHOLE
— OHP — OVERHEAD POWER LINE
— SS — SANITARY SEWER
(P) Proposed
(E) Existing

PROJECT LOCATION



LOCATION MAP

HOLEY MOLEY SAYS

"DIG SAFELY"



"IT'S THE LAW"

CALL 2 WORKING DAYS BEFORE YOU DIG
1-800-382-5544

CALL TOLL FREE
PER INDIANA STATE LAW IC8-1-26,
IT IS AGAINST THE LAW TO EXCAVATE
WITHOUT NOTIFYING THE UNDERGROUND
LOCATION SERVICE TWO (2) WORKING
DAYS BEFORE COMMENCING WORK.

BLOOMINGTON TWP.
TOWNSHIP 8 N
RANGE 1 W
SECTION 8

DEVELOPER, APPLICANT &/OR OWNER
SUZANNE YOUNG
P.O. BOX 7344
BLOOMINGTON, INDIANA 47407
(812) 322-1599

Notes:

- Fieldwork completed February 13th, 2024.
- Basis of bearing (State Plane-Indiana West).
- Coordinates shown hereon were obtained from GPS observations. Indiana West Zone, NAD83, State Plane Grid Coordinates, US Survey Feet. Geoid model ContinentalUS_NGS2018.
- Coordinate data was collected using a Carlson BRX7 GPS and a Topcon FC-5000 Data Collector. Coordinate positions are grid north (Indiana State Plane West Zone).
- I affirm, under penalty for perjury, that I have taken responsible care to redact each Social Security Number in this document, unless required by law.
-ERIC L. DECKARD
- Prior to start of construction a Right-of-Way Use permit shall be obtained from the City of Bloomington Department of Transportation.
- General note: If driveways are needed when the new lots develop, a site plan is required to see the driveway location to verify UDO compliance and those drives must be constructed per INDOT Class 1 Residential Drive standards. If sidewalk is constructed prior to the drives, the sidewalk will have to be removed and replaced with the drive apron at the drive location. Consider drive locations when locating the proposed street trees.
- Please note that any future utility installations will require street cut repair in accordance with the City's standard drawing SC-01 and any impacted public improvements (street trees, sidewalk, drives) will have to be replaced.

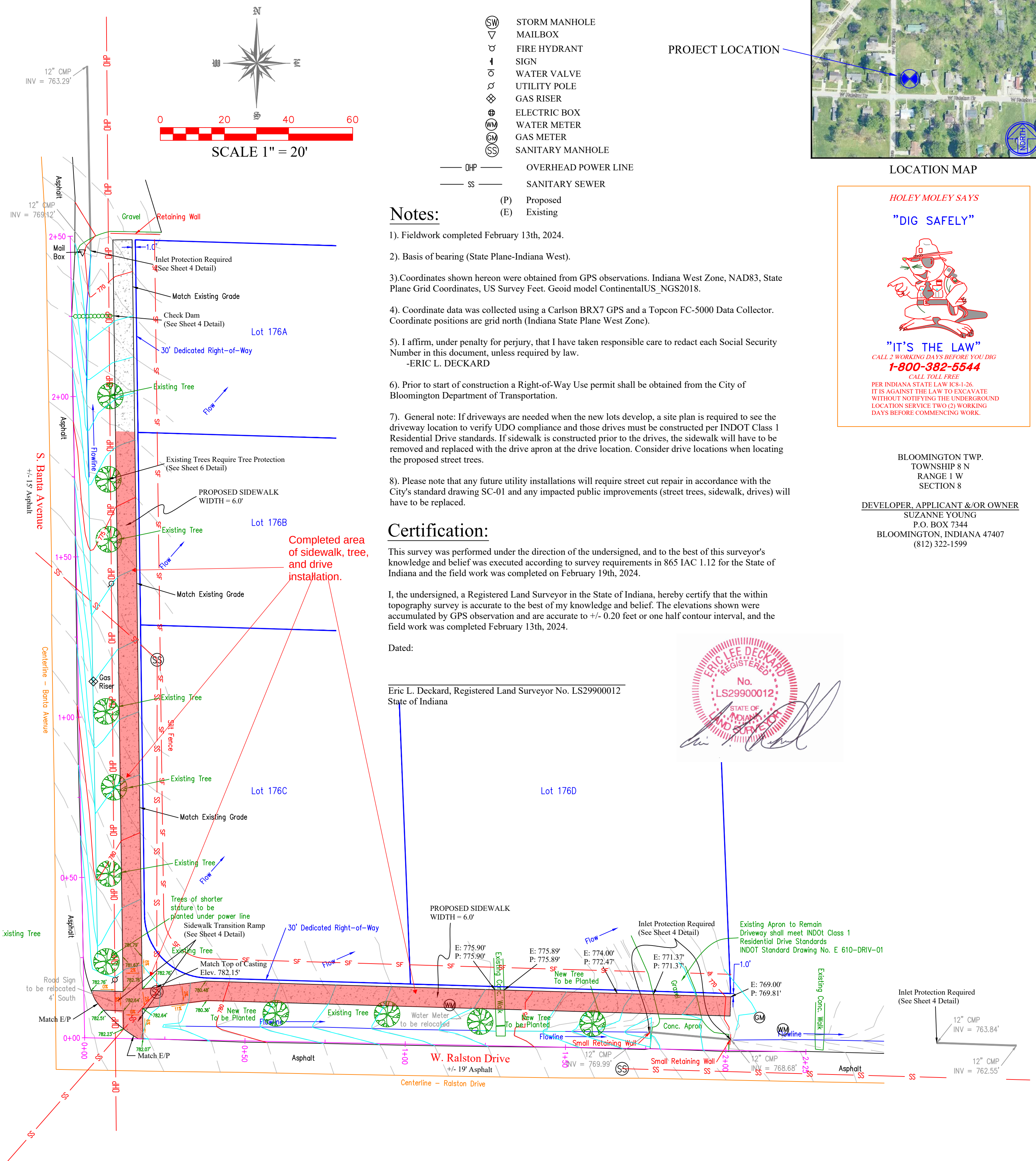
Certification:

This survey was performed under the direction of the undersigned, and to the best of this surveyor's knowledge and belief was executed according to survey requirements in 865 IAC 1.12 for the State of Indiana and the field work was completed on February 19th, 2024.

I, the undersigned, a Registered Land Surveyor in the State of Indiana, hereby certify that the within topography survey is accurate to the best of my knowledge and belief. The elevations shown were accumulated by GPS observation and are accurate to +/- 0.20 feet or one half contour interval, and the field work was completed February 13th, 2024.

Dated:

Eric L. Deckard, Registered Land Surveyor No. LS29900012
State of Indiana



TOPO.SHT

DATE
3/29/24

6
OF
1

23-125

SURVEYED
JR & TT
DRAFTED
JTR
CHECKED
ELD
DATE
3/29/24

REVISIONS

BY

DATE

JOB TITLE

SUZANNE YOUNG
TOPOGRAPHIC SURVEY/SIDEWALK DESIGN
A PART OF SECTION 8, T8N, R1W



DECKARD
LAND SURVEYING
1604 S. HENDERSON STREET
BLOOMINGTON IN. 47401
TELEPHONE (812) 961-0235
ERIC@DECKARD1@MSN.COM



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: 10/07/2025

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 \$1,644,712 in local funds. Funding for the local match comes from a 2022 Parks GO Bond 4665-18-180000-54511.

**RESOLUTION 25-23
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 City will cover the BT contribution and; 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 \$150,000 of this funding by September 30, 2025, and the additional \$150,000 by January 31, 2026, pending appropriation authorization.

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**

James McLary 9/23/2025
James McLary, Chair Date

Kent McDaniel 9-23-25
Kent McDaniel, Vice Chair Date

Attest:

JLM 9/23/25
John Connell, General Manager Date

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President Date

Elizabeth Karon, Vice President Date

James Roach, Secretary Date



Board of Public Works Staff Report

Project/Event:	Change Order #2 & #3, Longview Greenway Project
Petitioner/Representative:	Engineering Department
Staff Representative:	Jason Kerr
Date:	October 7 th , 2025

Report: This project is for the continuation of greenway along Longview between Pete Ellis to Morningside and then to Smith Rd. This includes a multi-use path between Pete Ellis and Kingston, bump outs, and speed cushions.

Change Order #2 – Change Order #2 represents a change in scheduled days. This Change Order is for adding 8 days to the contracted time due to rain days that held up work progress. There is no monetary changes.

Change Order #3 – This is the balancing change order for this project. The balancing amount is a deduction of \$21,757.83 from the contract amount.

Contract Price – \$ 549,433.45

Change Order #1 - \$ 3,686.28

New Price - \$ 553,119.73

Change Order #3 - \$ -21,757.83

Final Price - \$ 531,361.90

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:	September 24 th , 2025	Legal Dept. Tracking Number:	25-838
Board Meeting Date:	October 7 th , 2025	Resolution Number:	N/A
Documents Link:	https://drive.google.com/drive/folders/1PGYwmuAtxbwnpm8Z3N6qj6qDLcCyGdVH		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	Crider and Crider	Service or Item Procured (Project)	Longview Neighborhood Greenway
Total Dollar Amount of Contract:	\$553,119.73	Funding Source:	4402-07-070000-54310
Due for Signature:	October 7 th , 2025	Expiration Date of Contract:	January, 2027
Number of One-Year Renewals:	N/A	Record Destruction Date:	2038
Summary of Contract:	This project is for the continuation of greenway along Longview between Pete Ellis to Morningside and then to Smith Rd. This includes a multi-use path between Pete Ellis and Kingston, bump outs, and speed cushions.		

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?	No
W9/EFT Complete?	Yes	Was the Scoring Grid Used	No
Was the Lowest cost selected? (If 'No', then state why this Vendor was selected to receive the award and contract)	Yes		
Purchase and Contract authorization are not complete until this form has been submitted and approved by the City Controller's Office and the Legal Department.			



City of Bloomington, Indiana

Change Order Details

Longview Neighborhood Greenway

Description	This project shall include, but is not limited to, the neighborhood greenway improvements along Longview Avenue from Peter Ellis Drive to Glenwood Avenue East, along Glenview Avenue East from Longview Avenue to Morningside Drive, and along Morningside Drive from Glenwood Avenue East to Smith Road. Work shall include, but is not limited to, the installation of asphalt speed cushions, curb bumpouts, incidental patching at front of curbs, and restoration of areas behind these installations with topsoil, sodding, and some trees. A 10' wide multiuse path shall be installed on Longview Avenue between Pete Ellis Drive and Kingston Drive, including removal of existing sidewalk, street width reduction on Longview Avenue, and curb ramp improvements. Improvements at the intersection of Longview Avenue and Glenwood Avenue West will include new curb ramps and a sidewalk extension north to meet existing sidewalk in Park Ridge Park. Contractor shall also install or modify permanent signs and pavement markings. Work includes incidental storm structure work, casting adjustments, maintenance of traffic, and other work as shown in the Plans.
Prime Contractor	Crider & Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403
Change Order	2
Status	Pending
Date Created	07/31/2025
Type	Other
Summary	Change Order #2, 8 Rain Days Addition
Change Order Description	Change Order #2 represents a change in scheduled days. This Change Order is for adding 8 days to the contracted time due to rain days that held up work progress. There is no monetary changes.
Awarded Project Amount	\$549,433.45
Authorized Project Amount	\$553,119.73
Change Order Amount	\$0.00

Revised Project Amount \$553,119.73

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Calendar Days	90.0 Days	93.0 Days	8.0 Days	101.0 Days
90 calendar days for construction to be completed. Construction to be completed on or before August 1st, 2025				
Reason: Rain Days				
1 time limit				

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

Engineer

Title

Date

Contractor

Title

Date

Board of Public Works

Title

Date

Doc Express® Document Signing History

Contract: Longview Greenway Document: Change Order #2 Rain Days

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
09/24/2025	Jason Kerr City of Bloomington Electronic Signature (Submitted)
09/29/2025	Joe Cummings Crider & Crider, Inc Digital Signature (Contractor Reviewed)
09/29/2025	Jason Kerr City of Bloomington Digital Signature (PM Reviewed)
	(Engineer Reviewed)
	(Board of Public Works Approval)
	(Funding Approved)



City of Bloomington, Indiana

Change Order Details

Longview Neighborhood Greenway

Description	This project shall include, but is not limited to, the neighborhood greenway improvements along Longview Avenue from Peter Ellis Drive to Glenwood Avenue East, along Glenview Avenue East from Longview Avenue to Morningside Drive, and along Morningside Drive from Glenwood Avenue East to Smith Road. Work shall include, but is not limited to, the installation of asphalt speed cushions, curb bumpouts, incidental patching at front of curbs, and restoration of areas behind these installations with topsoil, sodding, and some trees. A 10' wide multiuse path shall be installed on Longview Avenue between Pete Ellis Drive and Kingston Drive, including removal of existing sidewalk, street width reduction on Longview Avenue, and curb ramp improvements. Improvements at the intersection of Longview Avenue and Glenwood Avenue West will include new curb ramps and a sidewalk extension north to meet existing sidewalk in Park Ridge Park. Contractor shall also install or modify permanent signs and pavement markings. Work includes incidental storm structure work, casting adjustments, maintenance of traffic, and other work as shown in the Plans.
Prime Contractor	Crider & Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403
Change Order	3
Status	Pending
Date Created	09/24/2025
Summary	Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for Final Payment
Awarded Project Amount	\$549,433.45
Authorized Project Amount	\$553,119.73
Change Order Amount	-\$21,757.83
Revised Project Amount	\$531,361.90

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0006	203-02070	CYS	\$35.000	255.000	\$8,925.00	-255.000	-\$8,925.00	0.000	\$0.00
BORROW									
Reason: Balancing Change Order									
0008	211-09266	CYS	\$165.000	3.000	\$495.00	-3.000	-\$495.00	0.000	\$0.00
STRUCTURE BACKFILL, TYPE 3									
Reason: Balancing Change Order									
0009	303-01180	TON	\$46.700	354.000	\$16,531.80	-111.340	-\$5,199.58	242.660	\$11,332.22
COMPACTED AGGREGATE NO 53									
Reason: Balancing Change Order									
0010	304-12624	TON	\$280.000	28.000	\$7,840.00	-0.550	-\$154.00	27.450	\$7,686.00
HMA PATCHING, PARTIAL DEPTH, TYPE B									
Reason: Balancing Change Order									
0011	305-07464	SYS	\$85.000	270.000	\$22,950.00	-13.500	-\$1,147.50	256.500	\$21,802.50
PCC BASE PATCHING, 9 IN									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0013	401-07321	TON	\$195.000	40.000	\$7,800.00	9.220	\$1,797.90	49.220	\$9,597.90
HMA, 2, 58S, SURFACE, 9.5 mm (Modified)									
Reason: Balancing Change Order									
0018	604-06070	SYS	\$100.000	210.000	\$21,000.00	35.300	\$3,530.00	245.300	\$24,530.00
SIDEWALK, CONCRETE									
Reason: Balancing Change Order									
0019	604-08086	SYS	\$215.000	86.000	\$18,490.00	-17.000	-\$3,655.00	69.000	\$14,835.00
CURB RAMP, CONCRETE									
Reason: Balancing Change Order									
0020	604-12083	SYS	\$695.000	22.000	\$15,290.00	-2.300	-\$1,598.50	19.700	\$13,691.50
DETECTABLE WARNING SURFACES									
Reason: Balancing Change Order									
0021	605-06120	LFT	\$68.000	452.000	\$30,736.00	17.000	\$1,156.00	469.000	\$31,892.00
CURB, CONCRETE									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0022	605-06140	LFT	\$38.000	697.000	\$26,486.00	2.000	\$76.00	699.000	\$26,562.00
CURB AND GUTTER, CONCRETE									
Reason: Balancing Change Order									
0023	610-09108	CYS	\$108.000	397.000	\$42,876.00	21.000	\$2,268.00	418.000	\$45,144.00
PCCP FOR APPROACHES, 9 IN.									
Reason: Balancing Change Order									
0026	621-06570	CYS	\$86.000	135.000	\$11,610.00	-85.500	-\$7,353.00	49.500	\$4,257.00
TOPSOIL									
Reason: Balancing Change Order									
0030	720-07309	LFT	\$270.000	146.000	\$39,420.00	1.000	\$270.00	147.000	\$39,690.00
TRENCH DRAIN, INCLUDING CONCRETE TRENCH AND CASTINGS									
Reason: Balancing Change Order									
0031	720-12798	EACH	\$600.000	9.000	\$5,400.00	-6.000	-\$3,600.00	3.000	\$1,800.00
CASTING, MANHOLE, ADJUST TO GRADE									
Reason: Balancing Change Order									
0033	802-05704	LFT	\$32.000	352.000	\$11,264.00	10.000	\$320.00	362.000	\$11,584.00
SIGN POST, SQUARE TYPE 2 UNREINFORCED ANCHOR BASE									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0035	802-09838	SFT	\$35.000	44.000	\$1,540.00	1.000	\$35.00	45.000	\$1,575.00
SIGN, SHEET, WITH LEGEND, 0.080 IN.									
Reason: Balancing Change Order									
0038	808-03439	LFT	\$9.500	184.000	\$1,748.00	12.000	\$114.00	196.000	\$1,862.00
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.									
Reason: Balancing Change Order									
0042	808-75245	LFT	\$1.200	1,064.000	\$1,276.80	-2.000	-\$2.40	1,062.000	\$1,274.40
LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.									
Reason: Balancing Change Order									
0043	808-75297	LFT	\$9.500	105.000	\$997.50	-15.500	-\$147.25	89.500	\$850.25
TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.									
Reason: Balancing Change Order									
0044	808-95933	LFT	\$31.750	40.000	\$1,270.00	30.000	\$952.50	70.000	\$2,222.50
CURB PAINTING, YELLOW									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
21 items			Totals		\$293,946.10		-\$21,757.83		\$272,188.27

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: Longview Greenway Document: Change Order #3 Balancing CO

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
09/24/2025	Jason Kerr City of Bloomington Electronic Signature (Submitted)
09/30/2025	Joe Cummings Crider & Crider, Inc Digital Signature (Contractor Reviewed)
09/30/2025	Jason Kerr City of Bloomington Digital Signature (PM Reviewed)
	(Engineer Reviewed)
	(Board of Public Works Approval)
	(Funding Approved)



Board of Public Works Staff Report

Project/Event:	Award Contract to E&B Paving, LLC for Downtown Paving Projects
Petitioner/Representative:	Street Department
Staff Representative:	Joe VanDeventer
Meeting Date:	October 7, 2025

Report: This is to award contract for the Downtown Paving Project to E&B Paving, LLC. This project includes paving improvements on several streets aimed to enhancing road quality and pedestrian safety in the downtown corridor.

W. 10th Street, N Walnut St to N Morton St.
W 9th Street, N Walnut St to N Morton St
W 7th Street, B-Line to N Rogers St.
W 6th Street, N Morton St to N Rogers St
S Madison Street, W 3rd St to W 7th St
E 3rd Street, S Walnut St to Westside of S Dunn St
E 3rd Street, Eastside of S Dunn St to S Indiana Ave
W Kirkwood Ave, S Walnut St to S College Ave

Sealed bids were opened on September 22, 2025, and E&B Paving, LLC was determined to be the lowest responsive and responsible bidder with a total bid of \$ 425,250.00.

E&B Paving, LLC \$425,250.00
Milestone Contractors, LP\$ 572,857.50

We anticipate that this project will significantly improve infrastructure in the downtown area. Construction timelines and public notices will be coordinated to ensure residents and businesses are informed throughout the process in 2026.



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works/Street Division
DATE: October 7, 2025
RE: Award Contract to E&B Paving, LLC - Downtown Paving Projects

Contract Recipient/Vendor Name:	E&B Paving, LLC
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-807
Due Date For Signature:	10/7/2025
Expiration Date of Contract:	12/31/2026
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$ 425,250.00
Funding Source:	2207-20-200000-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

This is to award contract for the Downtown Paving Project to E&B Paving, LLC. This project includes paving improvements on several streets aimed to enhancing road quality and pedestrian safety in the downtown corridor.

W. 10th Street, N Walnut St to N Morton St.
W 9th Street, N Walnut St to N Morton St
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Milestone Contractors, LP\$ 572,857.50

We anticipate that this project will significantly improve infrastructure in the downtown area. Construction timelines and public notices will be coordinated to ensure residents and businesses are informed throughout the process in 2026.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC

Contract Amount: \$425,250.00

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 2			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	☒	☐	☒ Yes ☐ No
Met item or need requirements?	☒	☐	Bids were opened at BPW Work Session on September 22, 2025.
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:

Sealed bids were opened on September 22, 2025, and E&B Paving, LLC. was determined to be the lowest responsive and responsible bidder with a total bid of \$ 425,250.00.

E&B Paving, LLC \$425,250.00
Milestone Contractors, LP\$ 572,857.50

We anticipate that this project will significantly improve infrastructure in the downtown area. Construction timelines and public notices will be coordinated to ensure residents and businesses are informed throughout the process in 2026.

Joe VanDeventer

Director of Street Operation 

PW/Street Division

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS/STREET DIVISION

AND

E&B PAVING, LLC

FOR

PAVING – DOWNTOWN PROJECTS

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works/Street Division through the Board of Public Works (hereinafter CITY), and E&B Paving, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for cost to furnish all labor, equipment, materials and tools required to perform services requested to resurface DOWNTOWN PROJECTS.

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within forty-five (45) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer** The City Engineer or Director of Street Operations shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held as set out below.

4.02 **Retainage Amount** The retainage amount shall be five percent (5%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage amount shall be placed in an escrow account with an escrow agent or shall be held by the Board of Public Works ("Board"). Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent.

4.03 **Escrow Agent** If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.04 **Board** If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.

4.05 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.06 Payment of Retainage Amount by the Board The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this time, the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.07 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, the Owner may direct the escrow agent or the Board to retain and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent or the Board shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the Owner or another party under contract with Owner, said funds shall be released to Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement,

whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limit</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate. Deductible shall not be more than \$10,000.
F. Cyber Attack and Cyber Extortion	
Computer Attack Limit (Annual Aggregate)	\$1,000,000
Sublimit (Per Occurrence) for Cyber Extortion	\$100,000
Computer Attack and Cyber Extortion deductible (per occurrence)	\$10,000
G. Network Security Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (per occurrence)	\$10,000
H. Electronic Media Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (Per Occurrence)	\$10,000
I. Fraudulent Impersonator Coverage	
Limit (Annual Aggregate)	\$250,000
Deductible (Per Occurrence)	\$5,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and
Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with Bloomington Municipal Code 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 **Payment of Subcontractors** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

5.14 **Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	E&B Paving, LLC
Attn: Joe VanDeventer	Attn: Garrett Gough
P.O. Box 100 Suite 130	2520 W Industrial Park Drive
Bloomington, Indiana 47404	Bloomington, IN 47404

5.15 **Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 **Steel or Foundry Products**

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington

BY:

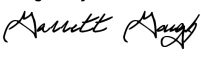
Kyla Cox Deckard, President

Eliabeth Karon, Vice President

James Roach, Secretary

Kerry Thomson, Mayor of Bloomington

BY:

Signed by:

D6C2AAB279F0404...
Contractor Representative

Garrett Gough
Printed Name

Division Manager
Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

PAVING –DOWNTOWN PROJECTS

This project shall include, but is not limited to, the cost to furnish all labor, equipment, materials and tools required to perform services requested to resurface DOWNTOWN PROJECTS. All projects shall be completed by June 30, 2026.

I ☐ PROJECTS ☐ SPECIFIC TO EACH PROJECT IS LISTED UNDER THE PROJECT NAME ☐ WORK ☐ APPLICABLE TO ALL PROJECTS LISTED IN SECTION II ☐

☐ ☐ 1th Street ☐ FROM N ☐ Walnut Street to N ☐ Horton Street

i. Contractor to include all lanes curb to curb

☐ ☐ 2th Street ☐ FROM N ☐ Walnut Street to N ☐ Horton Street

i. Contractor to include all lanes curb to curb

☐ ☐ 3th Street ☐ FROM ☐ -Line to N Rogers Street

i. Contractor to include all lanes curb to curb with exception of concrete parking areas

☐ ☐ 4th Street ☐ FROM N ☐ Horton Street to N Rogers Street

i. Contractor to include all lanes curb to curb

☐ ☐ S ☐ Madison Street ☐ FROM ☐ 4th Street to ☐ 5th Street

i. Contractor to include all lanes curb to curb with the exception of the 4th Street intersection
ii. Stop at butt joints from existing project.

☐ ☐ 6th Street ☐ FROM S ☐ Walnut Street to westside of ☐ S Dunn Street

i. Contractor to include all lanes curb to curb

☐ ☐ 7th Street ☐ FROM ☐ Eastside of ☐ S Dunn Street to S Indiana Ave

i. Contractor to include all lanes curb to curb

☐ ☐ 8th Street ☐ FROM S ☐ Walnut Street to S College Ave

i. Contractor to include all lanes curb to curb

II ☐ ☐ OR ☐ ONE ☐ CO ☐ PL ☐ OR ALL PROJECTS

- Mobile/Demobilization of equipment in and out of projects
- Maintenance of all traffic during relevant construction project, per City's requirements
- Milling, Asphalt, Variable Depth 0"-1.5"
- Tack Coat
- HMA Surface, 9.5mm, Type B – 1.5"
- Casting, Inlet, Adjust to Grade
- Casting, Water Valve, Adjust to Grade
- Casting, All Manholes, Adjust to Grade
- Pavement Markings installed to original layout
 - Line, Thermoplastic, Yellow, 4 IN
 - Transverse Marking, Thermoplastic, Crosswalk Line, White, 24 IN
 - Line, Thermoplastic, Solid, White, 4 IN – Parking Ts
 - Line, Thermoplastic, Solid, Blue, 4 IN – Parking Ts

- Transverse Marking, Thermoplastic, Stop Line, 24 IN
- Pavement Message Marking, Thermoplastic Lane Indication Arrow
- Line, Thermoplastic, White, 4 IN
- Line, Thermoplastic, Broken, White, 4 IN



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 62477 (R2/2018) Form 96 (Revised 2018)
Prescribed by State Board of Accounts

PART

(To be completed for all bids. Please type or print.)

Date (month, day, year): 09/22/25

1. Governmental Unit (Owner): City of Bloomington Public Works/Street Department
2. County: Monroe
3. Bidder (Firm): E & B Paving, LLC
Address: 2520 W. Industrial Park Drive
City/State/ZIP Code: Bloomington, IN 47404
4. Telephone Number: 812-334-7940
5. Agent of Bidder (if applicable): Garrett Gough

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 2025 Downtown Street Paving Project

(Governmental Unit) in accordance with plans and specifications prepared by City of Bloomington Public Works/Street Department and dated 09/22/25 for the sum of

Four hundred twenty five thousand two hundred \$ 425,250.00
fifty dollars and no cents

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS *(if applicable)*

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.



Board of Public Works Staff Report

Project/Event:	Award Contract to AccuBrine, LLC for Pre-Seasonal Maintenance Program on Brine Machine
Petitioner/Representative:	Street Department
Staff Representative:	Joe VanDeventer
Meeting Date:	October 7, 2025

Report: This is to award contract for Pre-Season Maintenance Program for the Street Division Brine machine. This agreement is to fully inspect the machine and prepare the machine for optimal performance for the coming winter season. Total cost for this service is \$3,250.00.



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works/Street Division
DATE: October 7, 2025
RE: Contract for Pre-Season Maintenance with AccuBrine, LLC.

Contract Recipient/Vendor Name:	AccuBrine, LLC
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-806
Due Date For Signature:	10/7/2025
Expiration Date of Contract:	12/31/2026
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$3,250.00
Funding Source:	2202-20-200000-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

This is to award Contract for the Pre-Season Maintenance for Street Division Brine machine. This agreement is to fully inspect the machine and prepare the machine for optimal performance for the coming winter season. Total cost for this service is \$3,250.00.

City of Bloomington Contract and Purchase Justification Form

Vendor: AccuBrine, LLC

Contract Amount: \$3,250.00

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals:

Yes No

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

☐ ☐

Met city requirements?

☐ ☐

Met item or need requirements?

☐ ☐

Was an evaluation team used?

☐ ☐

Was scoring grid used?

☐ ☐

Were vendor presentations requested?

☐ ☐

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

Vendor was selected based on their proven track record of exceptional service delivery over the past year. The vendor has met or exceeded our performance expectations and their familiarity with our systems.

Joe VanDeventer

Print/Type Name

Director of Street Operations

Print/Type Title

PW/Street Division

Department

AR N OR SRICS
between the
City of Bloomington Public Works Department
and
AccuBrine LLC

IS AR N (the “Agreement”) is entered into by and between the City of Bloomington, Indiana, and its Public Works Department (“Department”), by its Board of Public Works (“Board”) (collectively the “City”), and AccuBrine, LLC. (“Contractor”) (collectively the “Parties”).

1 Scope of Services Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Contractor shall not commence any work until City communicates a work order to Contractor and both have agreed on costs. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.

Effective Date, Term and Termination

a Effective Date. The effective date for this contract is the date last entered in the signature blocks below.

b Term. This Agreement shall commence on the effective date and expire on December 31, 2025.

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

Compensation Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Three Thousand Two Hundred Fifty (\$3,250.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: public.works@bloomington.in.gov or to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred.

The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

☐ **Retainage** ☐ This Section Intentionally Left Blank ☐

☐ **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.

☐ **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.

☐ **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.

☐ **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.

☐ **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.

1 ☐ 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.

1 ☐ 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.

1 ☐ 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.

☐ 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.

1 ☐ **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.

1 ☐ **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.

1 ☐ **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.

1 ☐ **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.

1 ☐ ☐ ☐ Third Party Rights ☐ Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.

1 ☐ ☐ ☐ 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.

☐ ☐ 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.

☐ ☐ 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.

☐ ☐ ☐ ☐ 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.

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

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

☐ ☐ ☐ CITY:

☐ ☐ ☐ CONTRACTOR:

City of Bloomington Public Works	AccuBrine, LLC
Attn: Joe VanDeventer, Project Manager	4062 Peachtree Road NE, Suite A153
401 N Morton Street, Suite 120	Atlanta, GA 30319

Bloomington, IN 47404	
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Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

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

a ☐ This Agreement

b ☐ All Exhibits.

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

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

☐☐☐ **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.

☐☐☐ **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.

☐☐☐ **Renewal** This Agreement may be renewed for two additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced notice by the City to the Contractor that the City wishes to renew the Agreement prior to the end of the current term.

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

Signatures are on the following page.

CI O LOO IN ON
:

Kyla Cox Deckard, Chair
Board of Public Works

DATED

Adam Wason, Director
Department of Public Works

DATED

Kerry Thomson, Mayor
City of Bloomington

DATED

ACCU RIN LLC
:

Signed by:
Brittany Kwasny
D0B8E0A0D0E45C...

DATED

Brittany Kwasny
(Name Printed)

Sales Coordinator
(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following: To fully inspect the City of Bloomington Street Division’s brine machine, and prepare the machine for optimal performance for the coming winter season. This includes the following services:

- Inspect, clean, and tighten machine and salt tank fittings
- Inspect the Salt tank for the coming winter
- Check operation of all manual and automatic valves
- Check operation of the pressure transducers
- Remove and clean the flow meters/flow sensor
- Run machine to calibrate salinity meter

EXHIBIT “B”

PRO ☐ C ☐ SC ☐ ☐ DUL ☐

Services will be completed by November 1, 2025.



Board of Public Works Staff Report

Project/Event:	Service Agreement to Groomer Construction, Inc. Planter Box Repair on SE Corner Kirkwood & Washington
Petitioner/Representative:	Street Department
Staff Representative:	Joe VanDeventer
Meeting Date:	October 7, 2025

Report: The planter box on the Southeast corner of Kirkwood & Washington sustained damage due to an accident. The deterioration poses safety concerns and detracts from the aesthetic appeal of the area.

Groomer Construction, Inc. will furnish all material and all labor necessary to complete at Southeast Corner of Kirkwood & Washington. Remove & replace existing stone, labor to repair existing planter box, re-tuck point planter box, replace corner stone and top of the south along with the face. Reset top and re-tuck point. City to supply stone stored at Walnut Street storage lot.



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works/Street Division
DATE: October 7, 2025
RE: Service Agreement, Groomer Construction- Planter Box
Repair on SE Corner Kirkwood & Washington

Contract Recipient/Vendor Name:	Groomer Construction, Inc.
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Danna Stephens
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Audrey Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-808
Due Date For Signature:	10/7/2025
Expiration Date of Contract:	12/31/2026
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$ 12,850.00
Funding Source:	4402-02-020000-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

The planter box on the Southeast corner of Kirkwood & Washington sustained damage due to an accident. The deterioration poses safety concerns and detracts from the aesthetic appeal of the area.

Groomer Construction, Inc. will furnish all material and all labor necessary to complete at Southeast Corner of Kirkwood & Washington. Remove & replace existing stone, labor to repair existing planter box, re-tuck point planter box, and replace corner stone and top of the south along with the face. Reset top and re-tuck point. City to supply stone stored at Walnut Street storage lot.

City of Bloomington Contract and Purchase Justification Form

Vendor: Groomer Construction, Inc.

Contract Amount: \$12,850.00

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals:

Yes No

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

☐ ☐

Met city requirements?

☐ ☐

Met item or need requirements?

☐ ☐

Was an evaluation team used?

☐ ☐

Was scoring grid used?

☐ ☐

Were vendor presentations requested?

☐ ☐

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

The planter box on the Southeast corner of Kirkwood & Washington sustained damage due to an accident. The deterioration poses safety concerns and detracts from the aesthetic appeal of the area.

Groomer Construction, Inc. will furnish all material and all labor necessary to complete at Southeast Corner of Kirkwood & Washington. Remove & replace existing stone, labor to repair existing planter box, re-tuck point planter box, replace corner stone and top of the south along with the face. Reset top and re-tuck point. City to supply stone stored at Walnut Street storage lot.

Joe VanDeventer

Director of Street Operations

PW/Street Division

Print/Type Name

Print/Type Title

Department

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

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

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. Contractor shall not commence any work until City communicates a work order to Contractor and both have agreed on costs. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on December 31, 2025.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Twelve Thousand Eight Hundred Fifty (\$12,850.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: public.works@bloomington.in.gov or to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the City

or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank].
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
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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.
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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.

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

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

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

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

TO CITY:

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

TO CONTRACTOR:

Groomer Construction, Inc.
6535 W Ison Road
Bloomington, IN 47403

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

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

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

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

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

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

28. Renewal. This Agreement may be renewed for two additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced notice by the City to the Contractor that the City wishes to renew the Agreement prior to the end of the current term.

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

[Signatures are on the following page.]

CITY OF BLOOMINGTON
BY:

Kyla Cox Deckard, Chair DATED
Board of Public Works

Adam Wason, Director DATED
Department of Public Works

Kerry Thomson, Mayor DATED
City of Bloomington

GROOMER CONSTRUCTION, INC.
BY:

Richard Groomer 9/25/25
DATED

Richard Groomer

(Name Printed)

President

(Title)

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following: Furnish all material and all labor necessary to complete at Southeast Corner of Kirkwood & Washington. Remove & replace existing stone, labor to repair existing planter box, re-tuckpoint planter box, replace corner stone and top of the south along with the face. Reset top and re-tuckpoint. City to supply stone stored at Walnut Street storage lot.

EXHIBIT “B”

PROJECT SCHEDULE

Services will be completed by December 1, 2025.

EXHIBIT "C"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the PRESIDENT 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.

Richard Groomer
Signature

Richard Groomer
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 President of the Contractor.
(job title)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: _____

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

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage, which is set forth at <https://bloomington.in.gov/business/living-wage>.

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

Richard Groomer
Signature

Richard Groomer
Printed name



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: October 7, 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 street lights will consist of LED full cut off roadway style fixtures mounted on existing poles. These lights will be leased through Duke Energy with the City paying for ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the costs associated with street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. **Location: W Smith Ave between S Fairview St and S Jackson St**
Fixture: One (1) 50W LED Roadway fixtures mounted on exiting poles
Estimated Monthly Charge: \$6.59
2. **Location: N Orris Dr between W 11th St and N Monroe St**
Fixture: Three (3) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$19.77
3. **Various Locations from W Smith Ave to W 17th St and S Euclid Ave to S Rogers St**
Location: **N Maple St between W 15th St and W 17th St**
Fixture: One (1) 150W LED Roadway fixtures mounted on existing poles
Location: **N Maple St between W 13th St and W 15th St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Location: **S Maple St between W Smith Ave and W 3rd St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Location: **S Fairview St between W Smith Ave and W 3rd St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Location: **S Euclid Ave between W Smith Ave and W 3rd St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$39.99



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: October 7, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at W Smith Ave between S Fairview St and S Jackson 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>	1/1/2046
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-830
Due Date For Signature:	October 7, 2025
Expiration Date of Contract:	12/31/2035
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$6.59
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 Smith Ave between S Fairview St and S Jackson St
Fixture: One (1) 50W LED Roadway fixtures mounted on exiting poles
Estimated Monthly Charge: \$6.59

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: \$6.59 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:

Indiana

Account Number:

9101 2294 9536

Installation Number:

7010952416

Work Order Number:

56928183

Duke Energy Representative Contact Info:

Zach Martin

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

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

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

Customer Print Name _____

Date Signed _____

Customer Signature _____

Date Signed _____

Duke Energy Representative Jordan AndersonDate 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	\$6.59	\$0.00	\$0.00	\$790.80	\$6.59

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

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	

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

Duke Energy Customer					
Customer Company Name ¹	City of Bloomington	Contact Name	☒ Customer's Agent ² Cheyenne Bowlen		
Office Phone	(812)349-3448	Mobile Phone			
Email Address	cheyenne.bowlen@bloomington.in.gov				
Duke Energy Account Number(s) for Installation Address ³	9101 2294 9536				
Installation Street Address	W Smith Ave between S Fairview St and S Jackson St				
City	Bloomington	State	IN	ZIP Code	47403

2. Payment Information

Payment Information				
Who should receive rebate/incentive payment ⁴	☒ Customer	☐ (Customer must sign authorization on page 20)		
City of Bloomington				
Payment Mailing Address	PO Box 100			
City	Bloomington	State	IN	ZIP Code
Provide Tax ID number and W-9 (v2014 or later) for Customer	Customer Tax ID No.	35	6000954	

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	1	\$30
☐	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 19 of 19

Date Exported: 3/4/2025

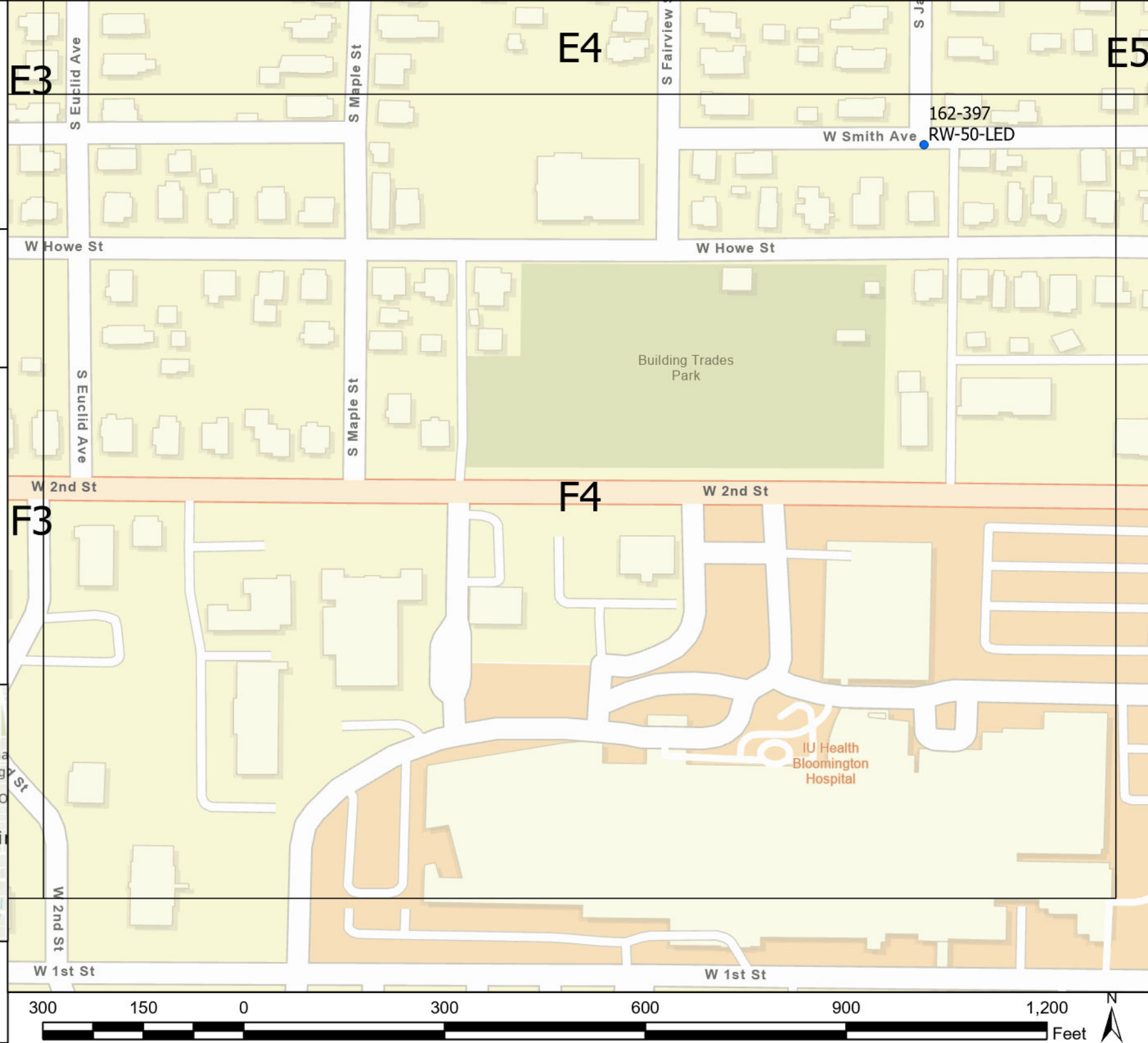
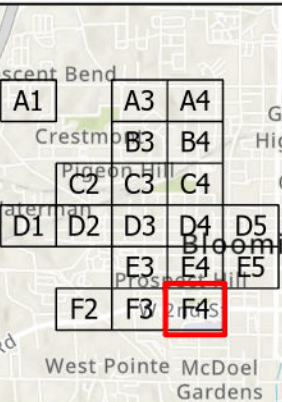
NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCELL

_56928183

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: October 7, 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 street lights will consist of LED full cut off roadway style fixtures mounted on existing poles. These lights will be leased through Duke Energy with the City paying for ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the costs associated with street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. **Location: W Smith Ave between S Fairview St and S Jackson St**
Fixture: One (1) 50W LED Roadway fixtures mounted on exiting poles
Estimated Monthly Charge: \$6.59
2. **Location: N Orris Dr between W 11th St and N Monroe St**
Fixture: Three (3) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$19.77
3. **Various Locations from W Smith Ave to W 17th St and S Euclid Ave to S Rogers St**
Location: **N Maple St between W 15th St and W 17th St**
Fixture: One (1) 150W LED Roadway fixtures mounted on existing poles
Location: **N Maple St between W 13th St and W 15th St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Location: **S Maple St between W Smith Ave and W 3rd St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Location: **S Fairview St between W Smith Ave and W 3rd St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Location: **S Euclid Ave between W Smith Ave and W 3rd St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$39.99



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: October 7, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at N Orris Dr
between W 11th St and N Monroe 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>	1/1/2046
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-831
Due Date For Signature:	October 7, 2025
Expiration Date of Contract:	12/31/2035
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 Orris Dr between W 11th St and N Monroe St
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

Asset Clerk

Street Division

Print/Type Name

Print/Type Title

Department



INDIANA LIGHTING SERVICE AGREEMENT

Customer Information:

ARD&SYC,WIND,CP CDRWD, SHER OAKS
CHEYENNE.BOWLEN@BLOOMINGTON.IN.GOV

Project Information:

CITY OF BLOOMINGTON
BLOOMINGTON Indiana 47401-2433

Account Number:

9101 2294 9536

Installation Number:

7009600908

Work Order Number:

56964207

Duke Energy Representative Contact Info:
Jordan Anderson

This Lighting Service Agreement is hereby entered into this 13th 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 Signature _____

Date Signed _____

Duke Energy Representative Jordan Anderson

Date Signed 2/13/2025



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	2372.40	19.77

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
R	003	Light Fixture Cobra Drop Lens High Pressure Sodium 100W	0.00	0.00	0.00	0.00	0.00
I	003	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	City of Bloomington	Contact Name	☒ Customer's Agent ² Cheyenne Bowlen					
Office Phone	(812)349-3448	Mobile Phone						
Email Address	cheyenne.bowlen@bloomington.in.gov							
Duke Energy Account Number(s) for Installation Address ³	9101 2294 9536							
Installation Street Address	810 N Orris Dr							
City	Bloomington	State	IN	ZIP Code	47404			

2. Payment Information

Payment Information				
Who should receive rebate/incentive payment ⁴ City of Bloomington	☒ Customer	☐ (Customer must sign authorization on page 20)		
Payment Mailing Address	PO Box 100			
City	Bloomington	State IN	ZIP Code	47402
Provide Tax ID number and W-9 (v2014 or later) for Customer	Customer Tax ID No.	35	6000954	

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	3	\$90
☐	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 4 of 19

Date Exported: 3/4/2025

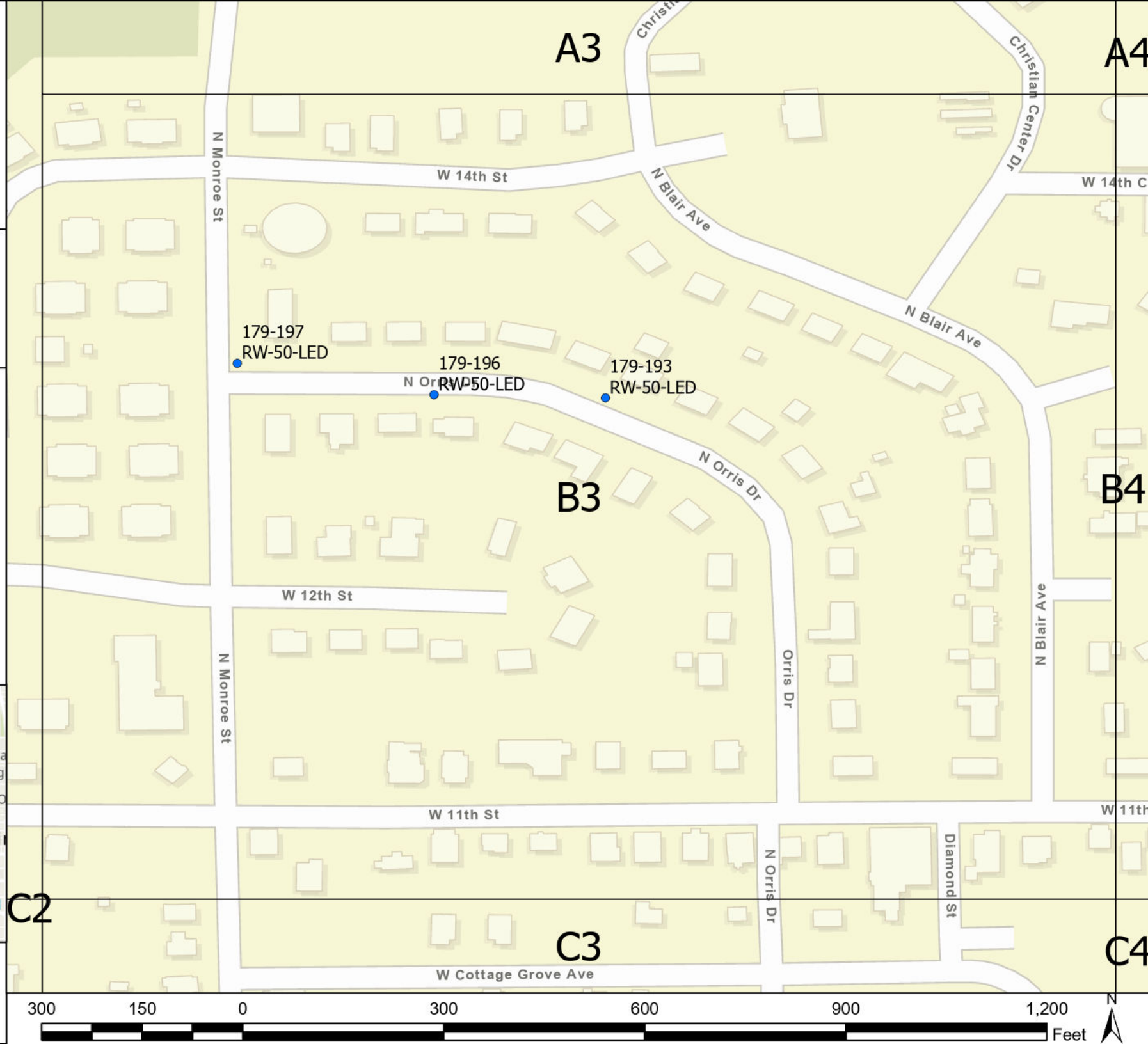
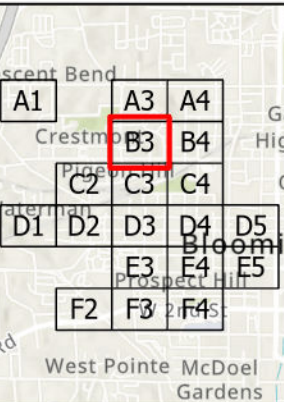
NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCELL

_56964207

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: October 7, 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 street lights will consist of LED full cut off roadway style fixtures mounted on existing poles. These lights will be leased through Duke Energy with the City paying for ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the costs associated with street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. **Location: W Smith Ave between S Fairview St and S Jackson St**
Fixture: One (1) 50W LED Roadway fixtures mounted on exiting poles
Estimated Monthly Charge: \$6.59
2. **Location: N Orris Dr between W 11th St and N Monroe St**
Fixture: Three (3) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$19.77
3. **Various Locations from W Smith Ave to W 17th St and S Euclid Ave to S Rogers St**
Location: **N Maple St between W 15th St and W 17th St**
Fixture: One (1) 150W LED Roadway fixtures mounted on existing poles
Location: **N Maple St between W 13th St and W 15th St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Location: **S Maple St between W Smith Ave and W 3rd St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Location: **S Fairview St between W Smith Ave and W 3rd St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Location: **S Euclid Ave between W Smith Ave and W 3rd St**
Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$39.99



CONTRACT COVER MEMORANDUM

TO: Audrey Brittingham
FROM: Cheyenne Bowlen
DATE: October 7, 2025
RE: Outdoor Lighting Service Agreement with Duke Energy at Various Locations from W Smith Ave to W 17th St and S Euclid Ave to S Rogers 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>	1/1/2046
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-832
Due Date For Signature:	October 7, 2025
Expiration Date of Contract:	01/01/2046
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Mo. Costs \$39.99
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:

Various Locations from W Smith Ave to W 17th St and S Euclid Ave to S Rogers St

Location: N Maple St between W 15th St and W 17th St

Fixture: One (1) 150W LED Roadway fixtures mounted on existing poles

Location: N Maple St between W 13th St and W 15th St

Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles

Location: S Maple St between W Smith Ave and W 3rd St

Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles

Location: S Fairview St between W Smith Ave and W 3rd St

Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles

Location: S Euclid Ave between W Smith Ave and W 3rd St

Fixture: One (1) 50W LED Roadway fixtures mounted on existing poles
Estimated Monthly Charge: \$39.99

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: \$ 9.99 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
812.349.3448

Project Information:

Indiana

Account Number:

9101 2294 9536

Installation Number:

Work Order Number:

57014774

Duke Energy Representative Contact Info:

Jordan Anderson

This Lighting Service Agreement is hereby entered into this 17th day of July, 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 (INEO_XLEF) 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 7/17/2025

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	\$39.99	\$0.00	\$0.00	\$4,798.80	\$39.99

INEO_XLEF - Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
I	1	Light Fixture Roadway LED 150W Gray Type III 3000K	\$4.02	\$2.31	\$5.22	\$11.55	\$11.55
I	4	Light Fixture Roadway LED 50W Gray Type III 3000K	\$3.06	\$2.31	\$1.74	\$7.11	\$28.44
R	4	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 250W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal Based On Quantity:	\$0	\$0	\$0		
		Estimated Monthly Charge					\$39.99
*Tariff riders and applicable taxes are not included, which may cause the amounts to fluctuate.							

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. | b. Annual kWh divided by twelve (12) months equals monthly kWh. |
| c. 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 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.
- 7.3 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 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 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. 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, cobra head, 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 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	City of Bloomington	Contact Name	☒ Customer's Agent ² Cheyenne Bowlen		
Office Phone	(812)349-3448	Mobile Phone			
Email Address	cheyenne.bowlen@bloomington.in.gov				
Duke Energy Account Number(s) for Installation Address ³	9101 2294 9536				
Installation Street Address	321 S Maple St				
City	Bloomington	State	IN	ZIP Code	47403

2. Payment Information

Payment Information					
Who should receive rebate/incentive payment ⁴	☒ Customer	☐ (Customer must sign authorization on page 20)			
City of Bloomington					
Payment Mailing Address	PO Box 100				
City	Bloomington	State	IN	ZIP Code	47402
Provide Tax ID number and W-9 (v2014 or later) for Customer	Customer Tax ID No.	35	6000954		

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	5	\$150
☐	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 3 of 19

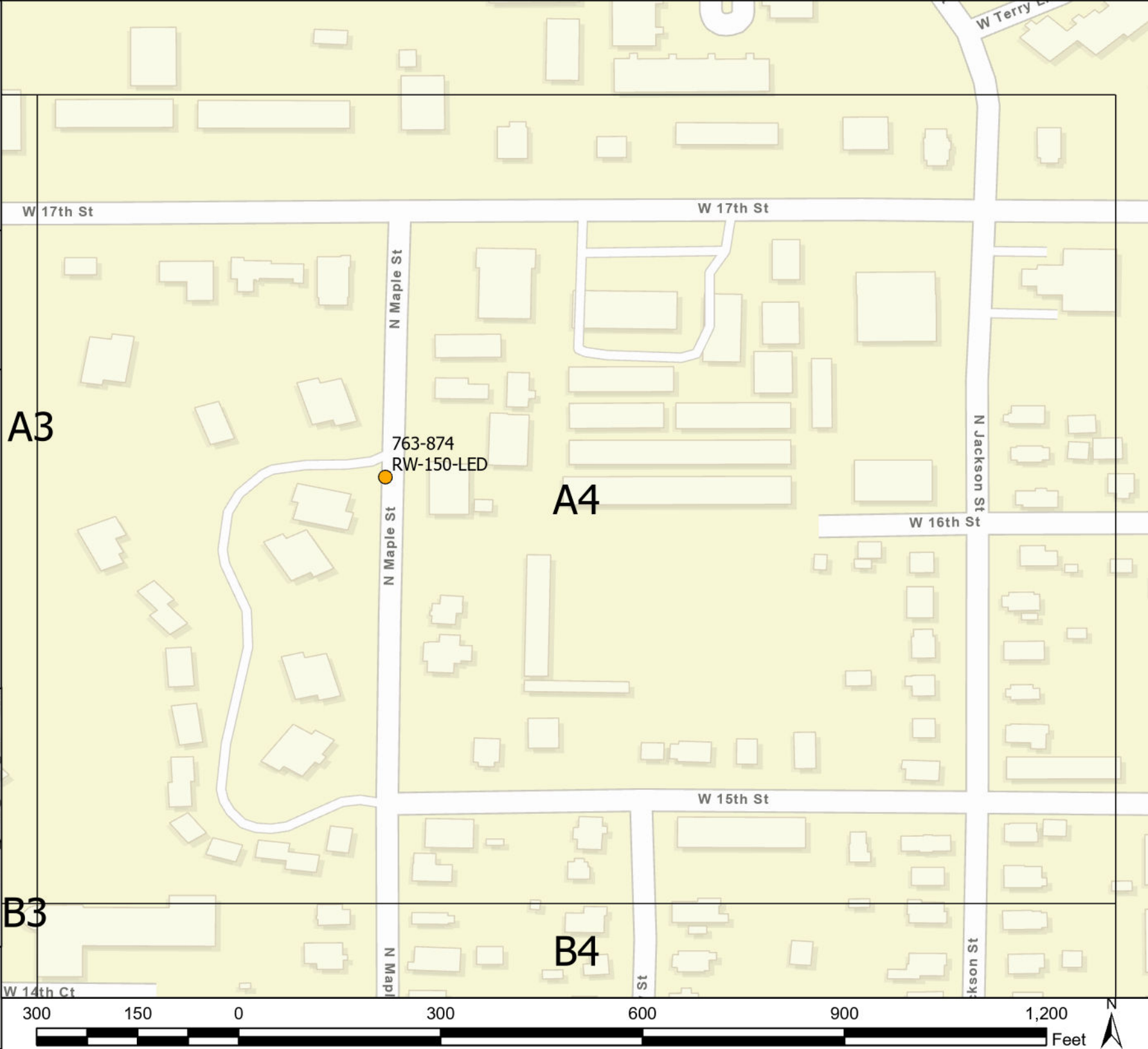
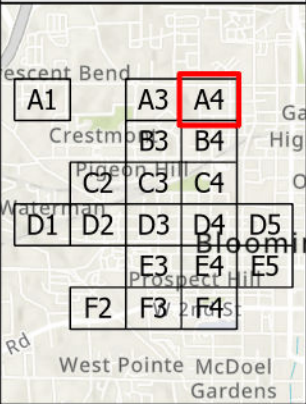
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NOTES:
ALL LIGHT INSTALLS
INCLUDE VZW
SMART PHOTOCCELL

_57014774

WATTS

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- 150
- <all other values>
- GRID



BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 5 of 19

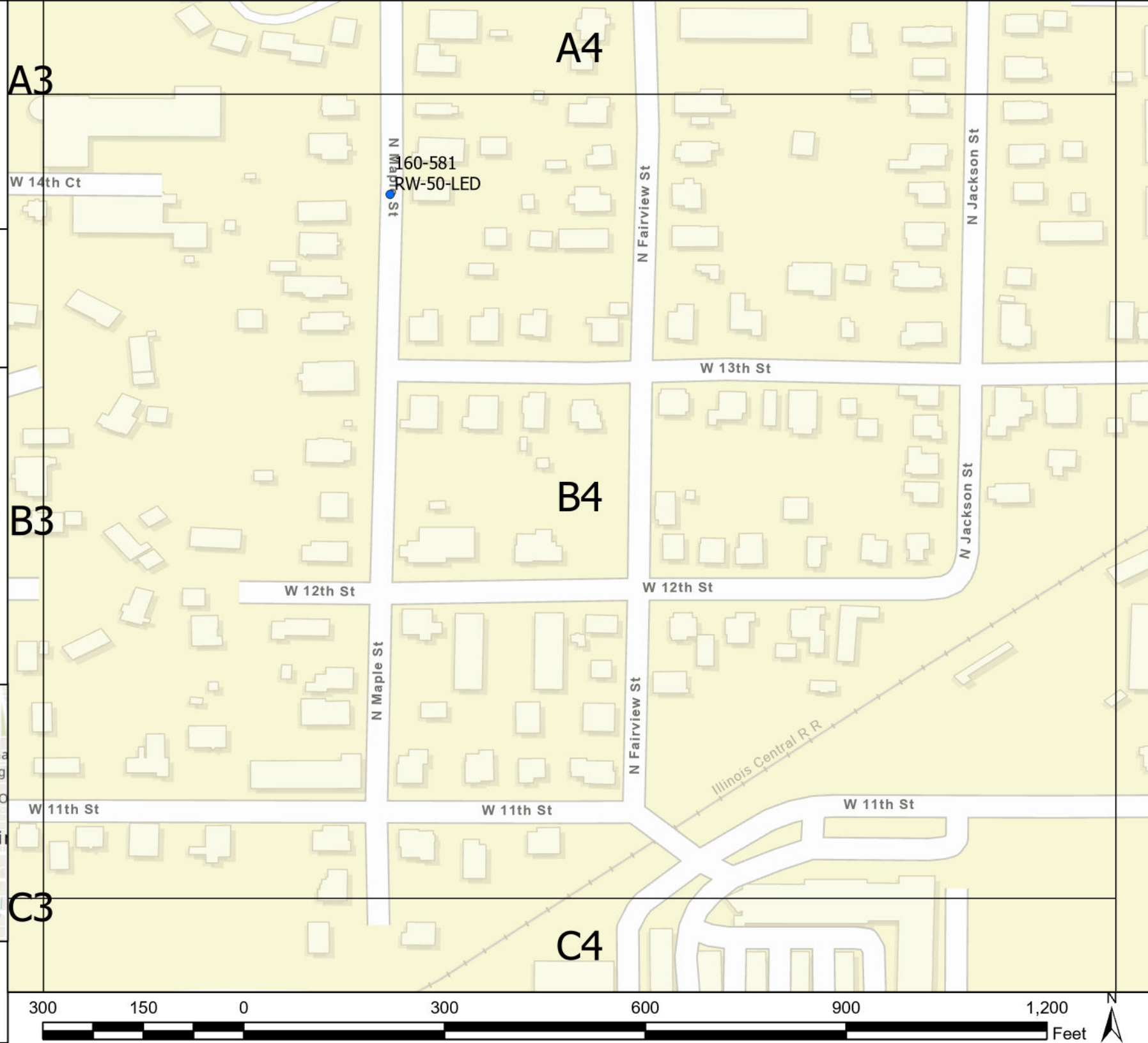
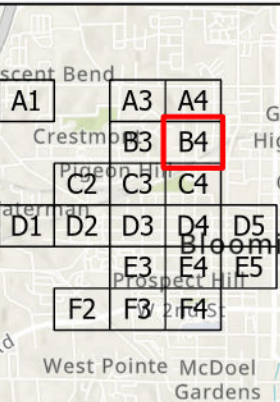
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BLOOMINGTON, IN
LED INSTALLS

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

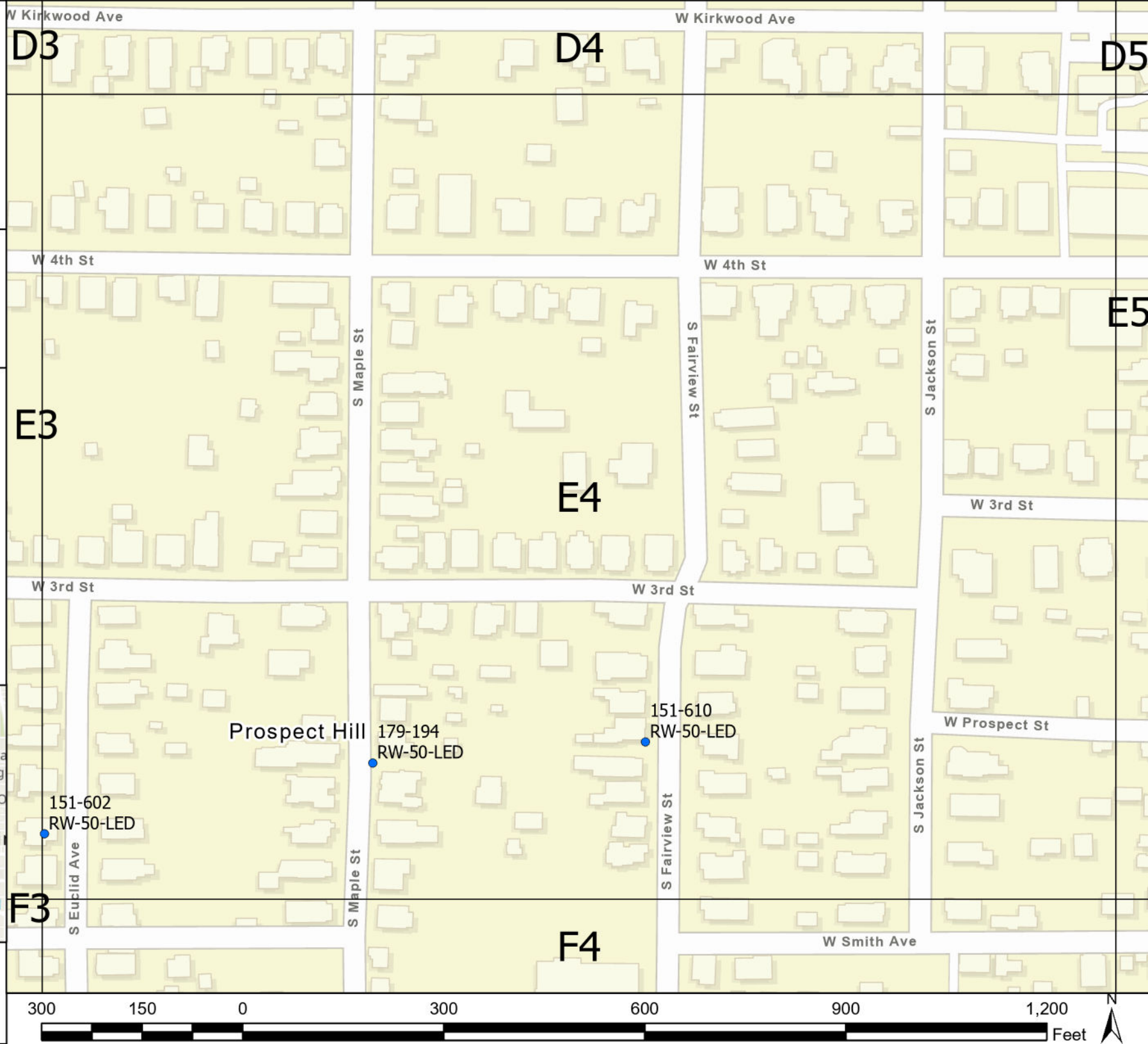
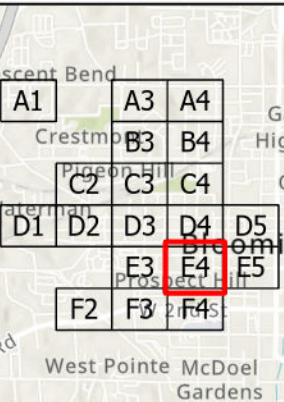
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BLOOMINGTON, IN
LED INSTALLS

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 16 of 19

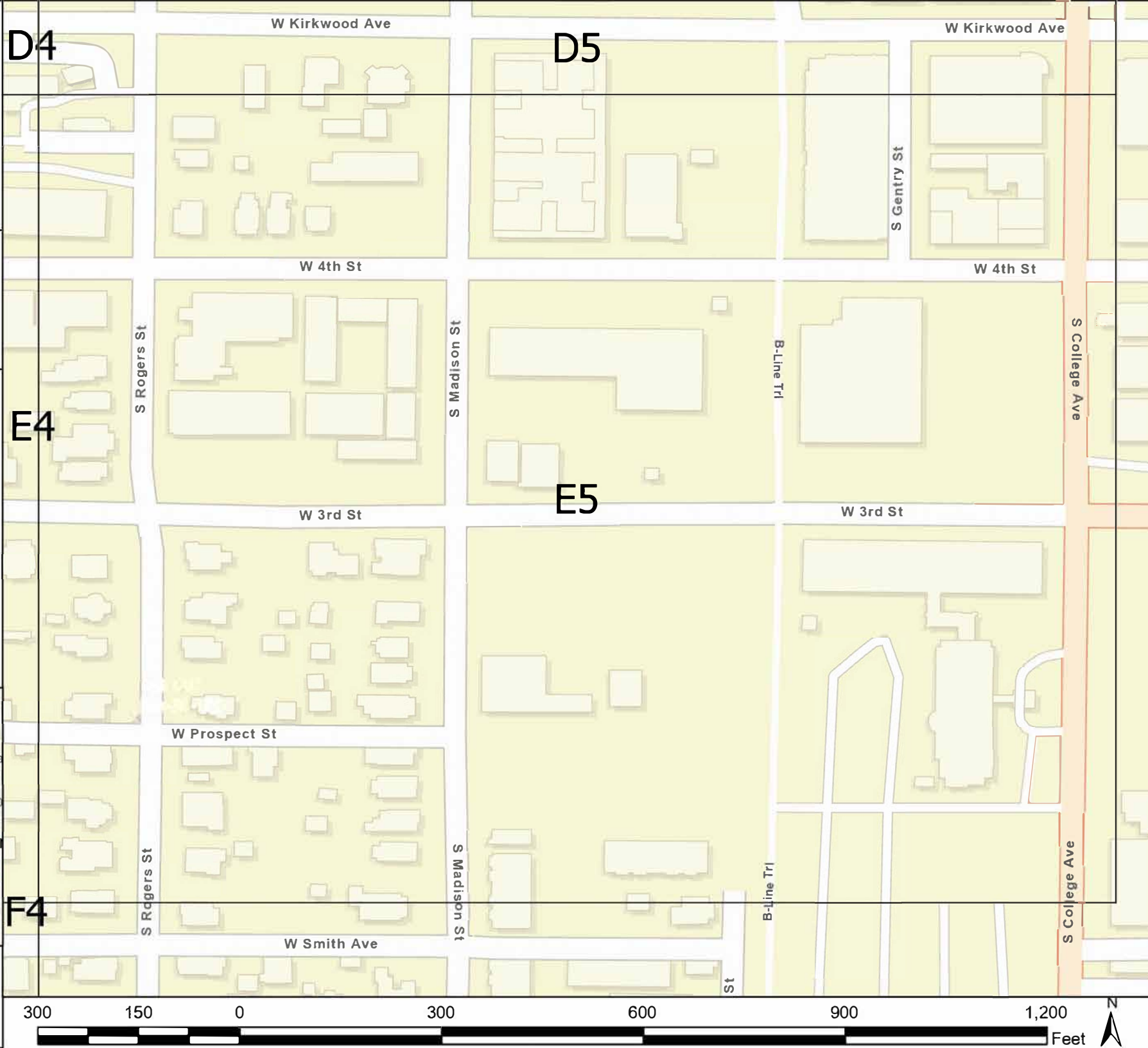
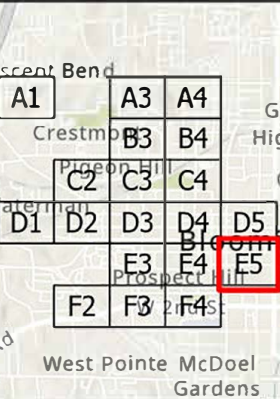
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INCLUDE VZW
SMART PHOTOCELL

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- 150
- <all other values>
- GRID



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/3/2025	Payroll				743,668.68
					<u>743,668.68</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 **\$ 743,668.68**

Dated this 7th day of October 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: Award Contract for Union Street Raised Crosswalk to E&B Paving, LLC

Petitioner/Representative: Engineering Department

Staff Representative: Sara Gomez

Date: October 7th, 2025

Report:

This project shall include, but is not limited to, construction of a raised asphalt crosswalk, adjoining curbs, curb ramps, and sidewalks. Installation of a new stormwater inlet, signs, and pavement markings are also a part of the project.

Bids were publicly opened and read aloud on September 22nd, 12:00 PM at the Board of Public Works work session. E&B Paving, LLC was the lowest responsible and responsive bidder.

Bidder	Amount
Crider & Crider, Inc	\$145,361.90
E&B Paving, LLC	\$124,670.00

Engineering recommends awarding the contract to E&B Paving, LLC.

Additionally, this project will require a full road closure on Union Street between 7th Street and 10th Street, for up to 14 consecutive days. The detour for the full road closure maintenance of traffic (MOT) plan routes traffic via Jefferson Street. The contractor will utilize a one lane closure maintenance of traffic (MOT) plan as needed for the rest of the project construction.

Contract Cover and Purchase Justification Form

STAFF AND DATES			
Department:	Engineering	Department Head Initials of Approval:	AC
Department Staff:	Sara Gomez	Responsible Attorney:	Aleksandrina Pratt
Date:	Sep 12, 2025	Legal Dept. Tracking Number:	25-811
Board Meeting Date:	Oct 7, 2025	Resolution Number:	N/A
Documents Link:	(PJF)Contract Purchase Justification Form Union St Crosswalk Contractor		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	E&B Paving	Service or Item Procured (Project)	Union St Crosswalk
Total Dollar Amount of Contract:	124,670	Funding Source:	454-05-050000-54310, Council Sidewalk
Due for Signature:	Sep 25, 2025	Expiration Date of Contract:	Sep 25, 2026
Number of One-Year Renewals:	N/A	Record Destruction Date:	2037
Summary of Contract:	Construction of a raised asphalt crosswalk, adjoining curbs, curb ramps, and sidewalks. Installation of a new stormwater inlet, signs, and pavement markings.		

PURCHASE JUSTIFICATION

Procurement Method:	Invitation to Bid (ITB)	Number of Submittals:	2
Met City Requirements?	Yes	Met Item or Need Requirements?	Yes
List vendors and dollar amounts of solicitations?	E&B Paving, LLC Crider and Crider, Inc	\$124,670.00 \$145,361.90	
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>	Yes		

Purchase and Contract authorization are not complete until this form has been submitted and approved by the City Controller's Office and the Legal Department.

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT
AND
CONTRACTOR
FOR
UNION STREET RAISED CROSSWALK

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and E&B Paving, LLC (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for construction of a raised crosswalk (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within thirty (30) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'D'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements. If federal funds are not used, this requirement does not apply.

3.06 Engineer The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$200,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held as set out below.

4.02 Retainage Amount The retainage amount shall be three percent (3%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage amount shall be placed in an escrow account with an escrow agent or shall be held by the Board of Public Works ("Board"). Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent.

4.03 Escrow Agent If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.04 Board If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.

4.05 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.06 Payment of Retainage Amount by the Board The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this time, the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.07 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, the Owner may direct the escrow agent or the Board to retain and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent or the Board shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the Owner or another party under contract with Owner, said funds shall be released to Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement (if applicable).
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above. **5.05 Insurance**

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement,

whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limit</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate. Deductible shall not be more than \$10,000.
F. Cyber Attack and Cyber Extortion	
Computer Attack Limit (Annual Aggregate)	\$1,000,000
Sublimit (Per Occurrence) for Cyber Extortion	\$100,000
Computer Attack and Cyber Extortion deductible (per occurrence)	\$10,000
G. Network Security Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (per occurrence)	\$10,000
H. Electronic Media Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (Per Occurrence)	\$10,000
I. Fraudulent Impersonator Coverage	
Limit (Annual Aggregate)	\$250,000
Deductible (Per Occurrence)	\$5,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.05.05 After Substantial Completion of the Project and the release of Retainage, and with the prior written approval of CITY, CONTRACTOR may reduce the coverage of Cyber Attack and Cyber Extortion, Network Security Liability, Electronic Media Liability, and Fraudulent Impersonator Coverage.

5.06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with Bloomington Municipal Code 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

a.

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

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$200,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	E&B Paving, LLC
Attn: Sara Gomez	Attn: Garrett Gough
P.O. Box 100 Suite 130	2520 W. industrial Park Drive
Bloomington, Indiana 47404	Bloomington, Indiana 47404

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program.

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

DATE: _____

City of Bloomington

BY:

Kyla Cox Deckard, President

BY:



Contractor Representative

Elizabeth Karon, Vice President

Garrett Gough

Printed Name

James Roach, Secretary

Division Manager

Title of Contractor Representative

Kerry Thomson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

UNION STREET RAISED CROSSWALK

This project shall include, but is not limited to, construction of a raised asphalt crosswalk, adjoining curbs, curb ramps, and sidewalks. Installation of a new stormwater inlet, signs, and pavement markings are also a part of the project

ATTACHMENT 'B'

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the Division Manager of
 (job title)
E&B Paving LLC
 (company name).
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.	None				
B.					
C.					
D.					
				Total	\$ 0.00

Method of Compliance (Specify) ^{No} ~~to~~ None needed to trenches over 4' deep

Date: September 25, 2025

Garrett Gough
Signature

Garrett Gough
Printed Name

STATE OF INDIANA)
COUNTY OF Monroe) SS:

Before me a Notary Public in and for said County and State, personally appeared Garrett Gough and acknowledged the execution of the foregoing this 25th day of September, 20 25

My Commission Expires: March 5, 2028 Whitney L. Bond
Signature of Notary Public

County of Residence: Madison Whitney L. Bond
Printed Name of Notary Public

Commission #: 0725648



*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the CITY OF BLOOMINGTON.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

E-Verify AFFIDAVIT

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

1. The undersigned is the Division Manager of E&B Paving LLC
a. (job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Garrett Gough

Signature

Garrett Gough

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Garrett Gough and acknowledged the execution of the foregoing this 25th day of September, 2025.

My Commission Expires: March 5, 2028

Whitney L. Bond
Signature of Notary Public

County of Residence: Madison

Whitney L. Bond
Printed Name of Notary Public

My Commission #: 0725648



ATTACHMENT 'D'



City of Bloomington
Engineering Department

Letting Date: September 23, 2025

Proposal Schedule of Items (Unit Prices)

Page 1 of 2

Project Title : UNION STREET CROSSWALK

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	LS		
002	109-08443	QUALITY ADJUSTMENTS, FAILURE TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES	1	DOL		
003	109-11362	QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES	1	DOL		
004	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS		
005	201-52370	CLEARING RIGHT-OF-WAY	1	LS		
006	202-02278	CURB, CONCRETE, REMOVE	117	LFT		
007	202-52710	SIDEWALK CONCRETE, REMOVE	64	SYS		
008	203-02070	BORROW	31	CYS		
009	205-06933	TEMPORARY INLET PROTECTION	1	EACH		
010	304-07489	HMA PATCHING, MODIFIED	20	SYS		
011	306-08034	MILLING, ASPHALT, 1 1/2 IN.	80	SYS		
012	402-05500	HMA RAISED CROSSWALK	1	EACH		
013	402-07451	HMA WEDGE AND LEVEL, TYPE B	1	TON		
014	604-06070	SIDEWALK, CONCRETE	64	SYS		
015	604-08086	CURB RAMP, CONCRETE	20	SYS		
016	604-12081	DETECTABLE WARNING ELEMENTS, CAST IRON	4	SYS		
017	605-06120	CURB, CONCRETE	134	LFT		
018	610-07487	HMA FOR APPROACHES TYPE B	2	TON		
019	621-06567	WATER	1	kGal		
020	621-06570	TOPSOIL	11	CYS		
021	621-06574	SODDING	66	SYS		
022	621-98038	MULCH, HARDWOOD SHREDDED BARK	1	CYS		
023	720-45005	INLET W/ CASTING	1	EACH		
025	801-04308	ROAD CLOSURE SIGN ASSEMBLY	4	EACH		
026	801-06625	DETOUR ROUTE MARKER ASSEMBLY	16	EACH		
027	801-06640	CONSTRUCTION SIGN, TYPE A	6	EACH		
028	801-06645	CONSTRUCTION SIGN, TYPE B	10	EACH		
024	801-06775	MAINTAINING TRAFFIC	1	LS		
029	801-07118	BARRICADE, TYPE III-A	68	LFT		
030	801-07119	BARRICADE, TYPE III-B	48	LFT		
031	801-12862	TEMPORARY PEDESTRIAN CHANNELIZER	12	LFT		
032	802-05701	SIGN POST, SQUARE, TYPE 1, UNREINFORCED ANCHOR BASE	57	LFT		

See Attached

See Attached

033	802-07060		SIGN, SHEET, RELOCATE	2	EACH		
034	802-09838		SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	51	SFT		
035	802-96994		SIGN POST, WOOD, 4 IN. X 6 IN.	12	LFT		
036	808-02979		PAVEMENT MESSAGE MARKING, THERMOPLASTIC, SPEED HUMP MARKING	2	EACH		
37	808-03439		TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24IN.	48	LFT		
						BID: \$	-

Bidder acknowledges that:

1. Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

PRICE TABLES

LINE ITEM	ITEM #	DESCRIPTION	QUANTI...	UNIT OF MEASU...	Unit Cost	Total
001	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$1,350.00	\$1,350.00
002	109-08443	QUALITY ADJUSTMENTS, FAILURE TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES	0	DOL	\$1.00	
003	109-11362	QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES	0	DOL	\$1.00	
004	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$6,000.00	\$6,000.00
005	201-52370	CLEARING RIGHT-OF-WAY	1	LS	\$6,500.00	\$6,500.00
006	202-02278	CURB, CONCRETE, REMOVE	117	LFT	\$32.00	\$3,744.00
007	202-52710	SIDEWALK CONCRETE, REMOVE	64	SYS	\$62.00	\$3,968.00
008	203-02070	BORROW	31	CYS	\$165.00	\$5,115.00
009	205-06933	TEMPORARY INLET PROTECTION	1	EACH	\$200.00	\$200.00
010	304-07489	HMA PATCHING, MODIFIED	20	SYS	\$185.00	\$3,700.00
011	306-08034	MILLING, ASPHALT, 1 1/2 IN.	80	SYS	\$45.00	\$3,600.00
012	402-05500	HMA RAISED CROSSWALK	1	EACH	\$9,800.00	\$9,800.00
013	402-07451	HMA WEDGE AND LEVEL, TYPE B	1	TON	\$2,100.00	\$2,100.00
014	604-06070	SIDEWALK, CONCRETE	64	SYS	\$150.00	\$9,600.00
015	604-08086	CURB RAMP, CONCRETE	20	SYS	\$285.00	\$5,700.00
016	604-12081	DETECTABLE WARNING ELEMENTS, CAST IRON	4	SYS	\$365.00	\$1,460.00
017	605-06120	CURB, CONCRETE	134	LFT	\$109.00	\$14,606.00
018	610-07487	HMA FOR APPROACHES TYPE B	2	TON	\$2,100.00	\$4,200.00
019	621-06567	WATER	1	kGal	\$1.00	\$1.00
020	621-06570	TOPSOIL	11	CYS	\$300.00	\$3,300.00
021	621-06574	SODDING	66	SYS	\$75.00	\$4,950.00
022	621-98038	MULCH, HARDWOOD SHREDDED BARK	1	CYS	\$1,050.00	\$1,050.00
023	720-45005	INLET W/ CASTING	1	EACH	\$5,300.00	\$5,300.00
025	801-04308	ROAD CLOSURE SIGN ASSEMBLY	4	EACH	\$295.00	\$1,180.00

026	801-06625	DETOUR ROUTE MARKER ASSEMBLY	16	EACH	\$210.00	\$3,360.00
027	801-06640	CONSTRUCTION SIGN, TYPE A	6	EACH	\$215.00	\$1,290.00
028	801-06645	CONSTRUCTION SIGN, TYPE B	10	EACH	\$95.00	\$950.00
024	801-06775	MAINTAINING TRAFFIC	1	LS	\$10,563.00	\$10,563.00
029	801-07118	BARRICADE, TYPE III-A	68	LFT	\$15.50	\$1,054.00
030	801-07119	BARRICADE, TYPE III-B	48	LFT	\$16.50	\$792.00
031	801-12862	TEMPORARY PEDESTRIAN CHANNELIZER	12	LFT	\$35.00	\$420.00
032	802-05701	SIGN POST, SQUARE, TYPE 1, UNREINFORCED ANCHOR BASE	57	LFT	\$45.00	\$2,565.00
033	802-07060	SIGN, SHEET, RELOCATE	2	EACH	\$270.00	\$540.00
034	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	51	SFT	\$58.00	\$2,958.00
035	802-96994	SIGN POST, WOOD, 4 IN. X 6 IN.	12	LFT	\$67.00	\$804.00
036	808-02979	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, SPEED HUMP MARKING	2	EACH	\$375.00	\$750.00
037	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24IN.	48	LFT	\$25.00	\$1,200.00
Total						\$124,670.00



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 09/22/25

1. Governmental Unit (Owner): Board of Public Works for the City of Bloomington IN

2. County : Monroe

3. Bidder (Firm): E & B Paving, LLC

Address: 2520 W. Industrial Park Drive

City/State/ZIPcode: Bloomington, IN 47404

4. Telephone Number: 812-334-7940

5. Agent of Bidder (if applicable): Garrett Gough

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Union Street Raised Crosswalk

(Governmental Unit) in accordance with plans and specifications prepared by Board of Public Works for the City of Bloomington IN

and dated 09/02/25 for the sum of

One hundred twenty four thousand six hundred seventy dollars \$ 124,670.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Board of Public Works for the City of Bloomington IN

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): 09/22/25

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
14,229,922.00	Patch & Rehab	2020	RS-39090-B Patch & Rehab I-69
2,660,660.45	Road Resurface	2020	RS-40072-A SR 45 Monroe Co.
5,093,766.44	HMA Placement & Concrete	2021	R-33541 I-69 3.1 HMA & Concrete
3,721,333.57	Road Resurface	2021	R-41163-A SR 57 Resurface

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,641,742.08	Road Reconstruction	2022	R-39933 SR 56/61 Pike County
6,542,542.00	Road Reconstruction	2022	R-39366-ASR 42 Mooresville
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 Resurface

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Duke Energy - Bloomington, IN

CDI, Inc - Terre Haute, IN

Gastoff Restaurant - Montgomery, IN

Jay C Foods - Petersburg, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

SEE BID FORM

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Any equipment required to complete the project.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Bloomington, IN this 22 day of September, 2025

E & B Paving, LLC

(Name of Organization)

By

Garrett Gough, Division Manager

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF INDIANA)
) ss
COUNTY OF MONROE)

Before me, a Notary Public, personally appeared the above-named Garrett Gough and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 22 day of September, 2025

Whitney L Bond
Notary Public

My Commission Expires: March 5, 2028

County of Residence: Madison



BID OF

E & B Paving, LLC

(Contractor)

2520 W Industrial Park Drive

(Address)

Bloomington, IN 47404

FOR

PUBLIC WORKS PROJECTS

OF

Board of Public Works for the City of Bloomington IN

Filed 09/22, 2025

Action taken

DIRECTORY.....F:\2023\2305364 Bloomington Xwalks\30 SheetDwg\08 MOTI
FILE.....5364 Union Street MOT.dwg
DIMS...1 LTSCALE...1
PLOT...BY: AlexMrozka
DATE.....Aug 20, 2025 - 9:59am



DETOUR

SOUTH

UNION ST

↑

XM4-8
24" X 12"

M3-3
24" X 12"

D3-1
- " X - "

M6-3
21" X 15"

1

DETOUR

NORTH

UNION ST

↑

XM4-8
24" X 12"

M3-1
24" X 12"

D3-1
- " X - "

M6-3
21" X 15"

5



9

MAINTENANCE OF TRAFFIC NOTES

- Advanced warning signs shall be spaced at 100' unless otherwise specified.
- Contractor to maintain access to drives at all times during construction.

DETOUR

SOUTH

UNION ST

→

XM4-8
24" X 12"

M3-3
24" X 12"

D3-1
- " X - "

M6-1 (R)
21" X 15"

2

DETOUR

NORTH

UNION ST

→

XM4-8
24" X 12"

M3-1
24" X 12"

D3-1
- " X - "

M6-1 (R)
21" X 15"

6



10

DETOUR

SOUTH

UNION ST

←

XM4-8
24" X 12"

M3-3
24" X 12"

D3-1
- " X - "

M6-1 (L)
21" X 15"

3

DETOUR

NORTH

UNION ST

←

XM4-8
24" X 12"

M3-1
24" X 12"

D3-1
- " X - "

M6-1 (L)
21" X 15"

7



11

END
DETOUR

SOUTH

UNION ST

↑

XM4-8a
18" X 24"

M3-3
24" X 12"

D3-1
- " X - "

M6-3
21" X 15"

4

END
DETOUR

NORTH

UNION ST

↑

XM4-8a
18" X 24"

M3-1
24" X 12"

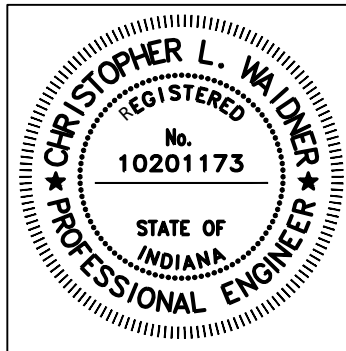
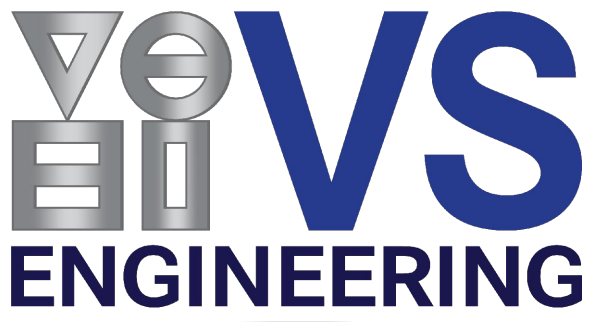
D3-1
- " X - "

M6-3
21" X 15"

8

LEGEND

- DETOUR ROUTE
- CONSTRUCTION SIGN W/ TYPE A LIGHT
- CONSTRUCTION SIGN
- CONSTRUCTION SIGN W/ DOUBLE TYPE A LIGHT
- BARRICADE, AS NOTED
- DIRECTION OF DETOUR
- CONSTRUCTION AREA



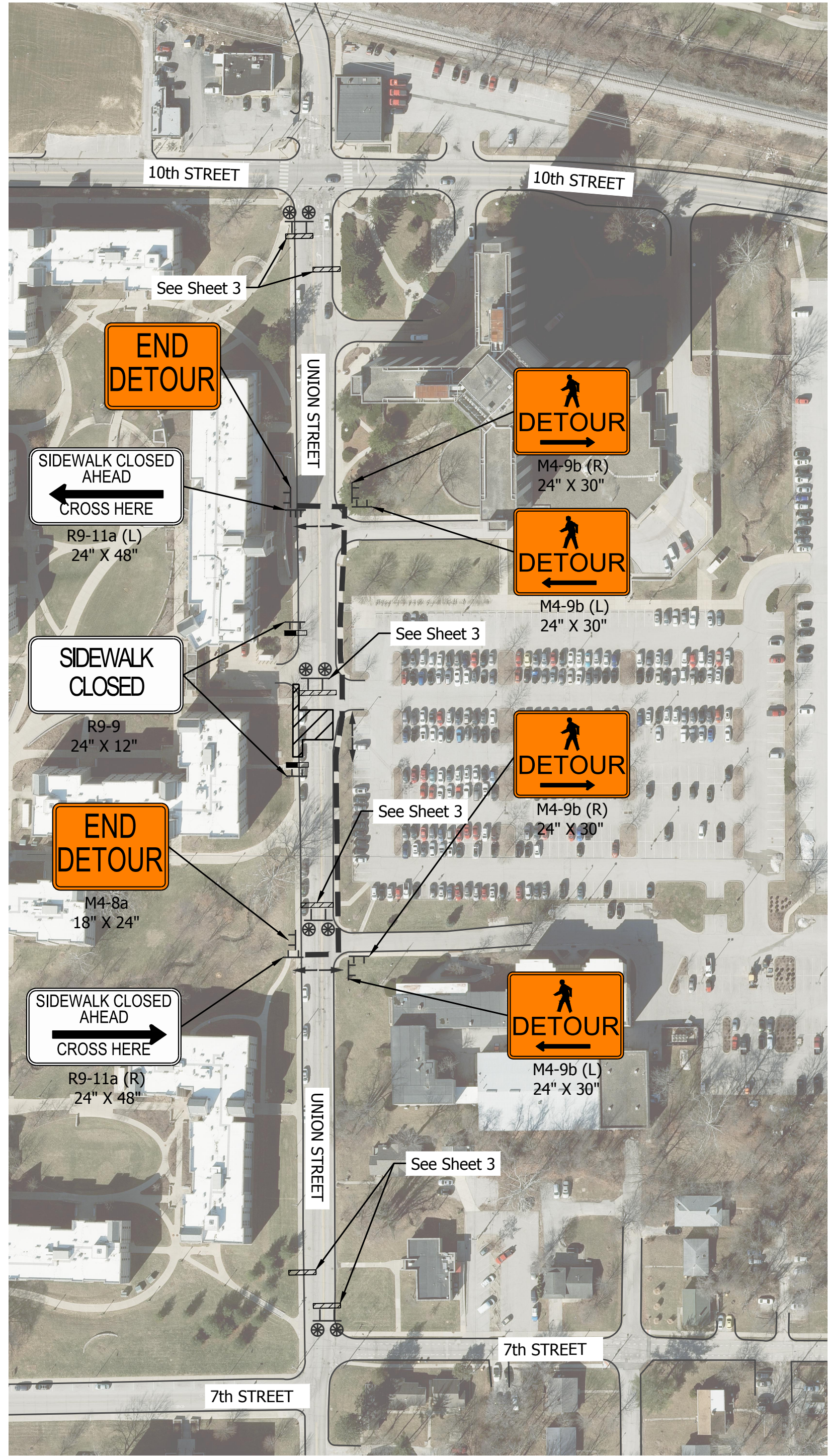
RECOMMENDED
FOR APPROVAL *Christopher L. Wilder* 8/20/2025
DESIGN ENGINEER DATE

DESIGNED: ABM DRAWN: KC
CHECKED: CLW CHECKED: LT

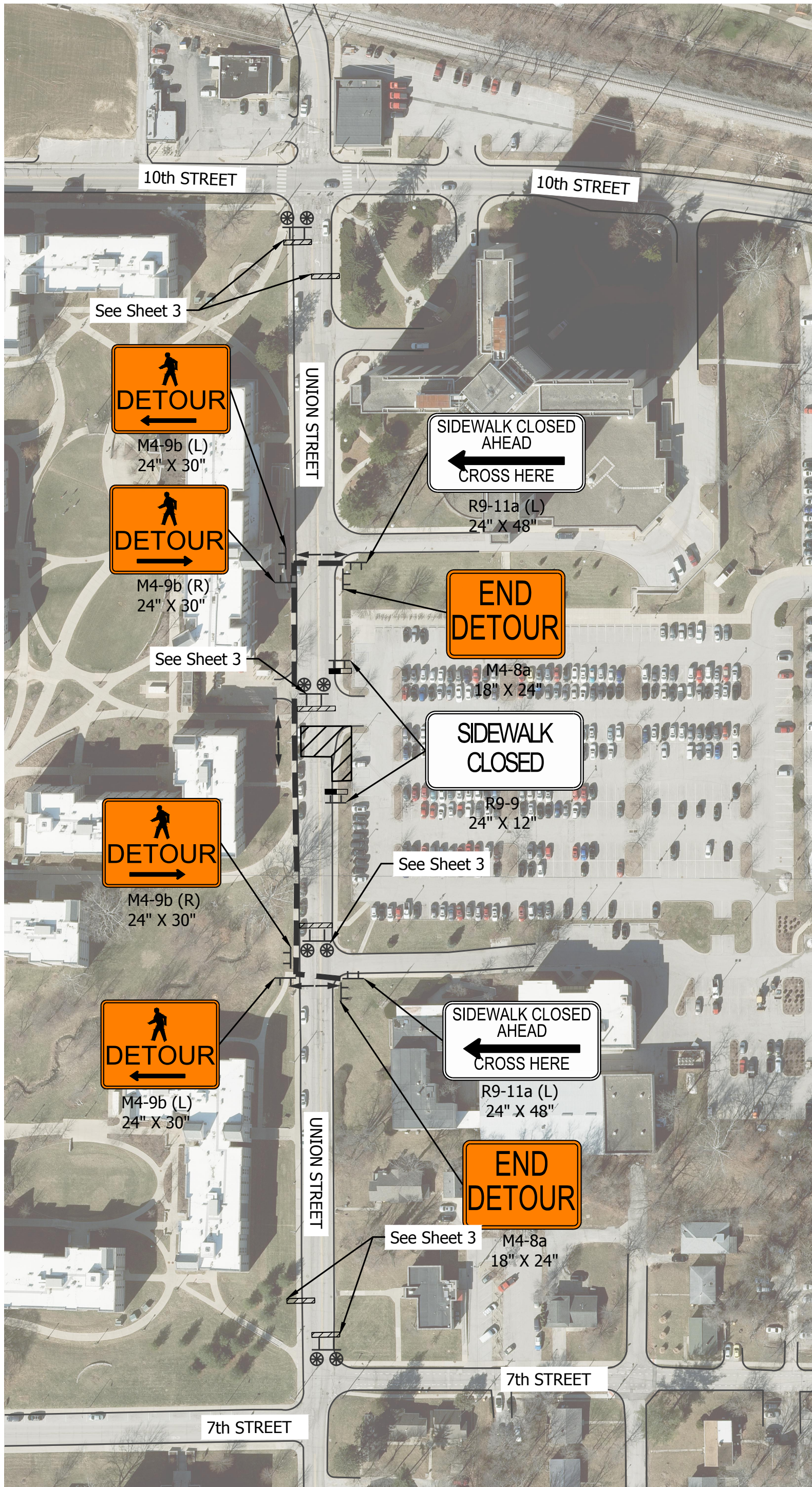
CITY OF BLOOMINGTON

MAINTENANCE OF TRAFFIC
DETOUR ROUTE

HORIZONTAL SCALE 1" = 100'	BRIDGE FILE N/A
VERTICAL SCALE N/A	DESIGNATION N/A
SURVEY BOOK N/A	SHEETS 3 of 6
CONTRACT N/A	PROJECT VS 2305364



PEDESTRIAN MAINTENANCE OF TRAFFIC
PHASE I - DETOUR ROUTE

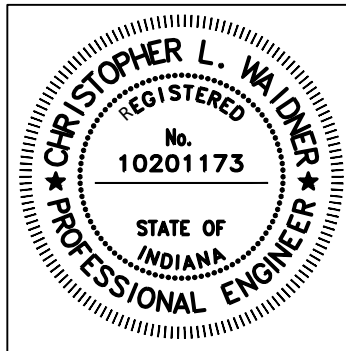
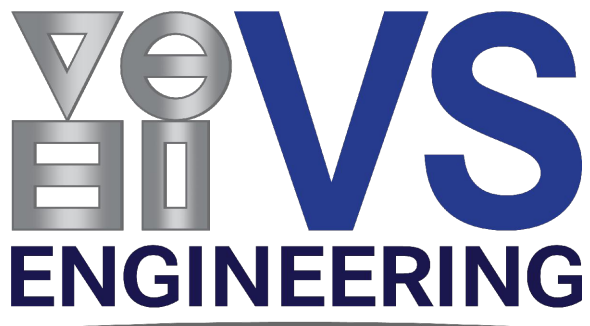


PEDESTRIAN MAINTENANCE OF TRAFFIC
PHASE II - DETOUR ROUTE

LEGEND

- PEDESTRIAN DETOUR ROUTE
- CONSTRUCTION SIGN
- CONSTRUCTION AREA
- PEDESTRIAN DETOUR DIRECTION
- TEMPORARY PEDESTRIAN CHANNELIZER

DIRECTORY: F:\2023\2305364 Bloomington Xwalks\30 SheetDwg\08 MOT\
FILE: 5364 Union Street Pedestrian MOT.dwg
DIMS: 11 LTSCALE: 1
PLOT: AlexMrozka
DATE: Aug 20, 2025 - 10:00am



RECOMMENDED FOR APPROVAL		8/20/2025
DESIGN ENGINEER		DATE
DESIGNED: ABM	DRAWN: KC	
CHECKED: CLW	CHECKED: LT	

CITY OF BLOOMINGTON
PEDESTRIAN MAINTENANCE OF TRAFFIC

HORIZONTAL SCALE	BRIDGE FILE
1" = 100'	N/A
VERTICAL SCALE	DESIGNATION
N/A	N/A
SURVEY BOOK	SHEETS
N/A	4 of 6
CONTRACT	PROJECT
N/A	VS 2305364

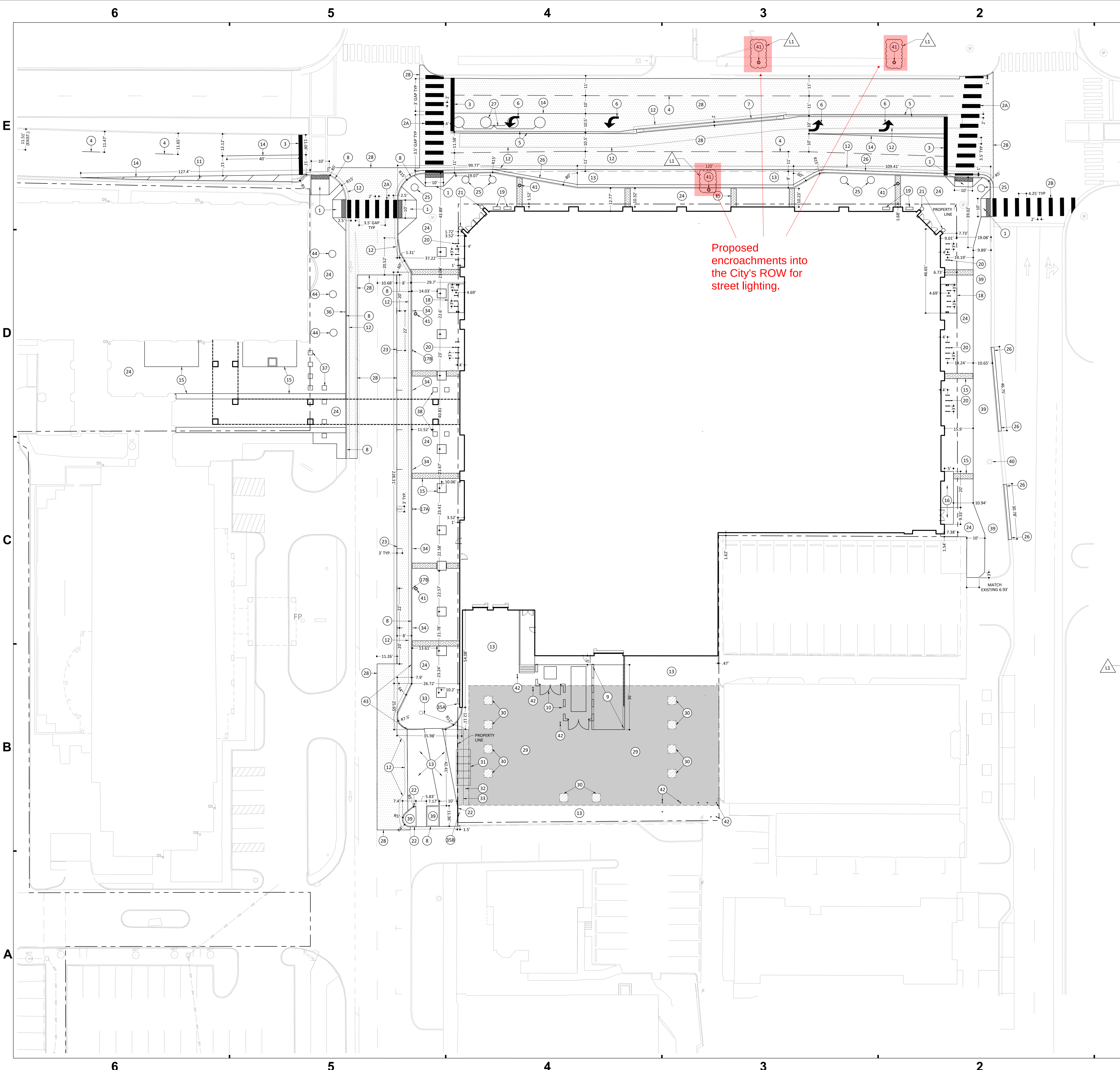


Board of Public Works Staff Report

Project/Event:	Preliminary Approval for Encroachment into the Right-of-Way for the Bloomington Convention Center
Petitioner/Representative:	Bill Riggert - BCRJ for the Monroe County Capital Improvement Board (CIB)
Staff Representative:	Maria McCormick
Date:	October 7, 2025

Report:

The Bloomington Convention Center is requesting preliminary approval for the encroachment into the ROW of 3 street lights along the 200 block of E. 3rd St. There will be 2 lights along the north side of the road and 1 on the south side. These new lights are required to provide roadway lighting that was lost with the removal of 3 light posts due to demolition at the site. These lights will be paid for and maintained by the CIB. A formal encroachment agreement will be completed when construction is complete.



Biedsoe Riggert Cooper James

BRCJ

LAND SURVEYING • CIVIL ENGINEERING • GIS

1351 West Tapp Road Bloomington, Indiana 47403

Phone: 812-336-8277 www.brcjcivil.com

BRCJ Project No. 10061

GENERAL NOTES

A. ALL DIMENSIONS ARE TO FACE OF CURB, POINT OF TANGENCY, EDGE OF PAVEMENT, EDGE OF WALK, FACE OF BUILDING OR FENCELINE, UNLESS OTHERWISE NOTED. CURBS RETURN RADII ARE TO FACE OF CURB. COORDINATE DIMENSIONS WITH ARCHITECTURAL DRAWINGS. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO BEGINNING WORK.

B. CONTRACTOR IS REQUIRED TO VERIFY FIELD CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO BEGINNING WORK.

C. ALL DISTURBED AREAS SHALL RECEIVE 4" OF TOP SOIL, SEED AND MULCH OR BE IMPROVED AS NOTED OTHERWISE.

D. SIGNAGE AND PAVEMENT MARKINGS SHALL COMPLY WITH THE INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

E. ALL STREET CUTS FOR UTILITIES AND OTHER IMPROVEMENTS SHALL BE REPAIRED AS DETAILED OR OTHERWISE DIRECTED.

PLAN NOTES

1. INDOT STANDARD ADA COMPLIANT SIDEWALK RAMP WITH KENNAMOR OR EAST JORDAN CAST IRON DETECTABLE WARNING PLATES. REFER TO INDOT STANDARD DRAWINGS AND DETAIL 7/CL501.

2. CONTINENTAL CROSSWALK PAVEMENT MARKING, WHITE. REFER TO DETAIL 5/CL501 - CITY OF BLOOMINGTON STANDARD DRAWING NO. - PM-3.

A. THERMOPLASTIC

3. STOP BAR PAVEMENT MARKING, WHITE, THERMOPLASTIC. REFER TO DETAIL 5/CL501 - CITY OF BLOOMINGTON STANDARD DRAWING NO. - PM-3.

4. UNPAVED LINE PAVEMENT MARKING, WHITE, THERMOPLASTIC. REFER TO DETAIL 5/CL501 - CITY OF BLOOMINGTON STANDARD DRAWING NO. - PM-3.

5. CENTER LINE, NO PASSING ZONE, TWO DIRECTIONS PAVEMENT MARKING, YELLOW, THERMOPLASTIC. REFER TO DETAIL 5/CL501 - CITY OF BLOOMINGTON STANDARD DRAWING NO. - PM-3.

6. LEFT ONLY ARROW PAVEMENT MARKING, WHITE, THERMOPLASTIC. REFER TO DETAIL 5/CL501 - CITY OF BLOOMINGTON STANDARD DRAWING NO. - PM-3.

7. RAISED CONCRETE MEDIAN, 2' WIDE, TAPERED ENDS, INDOT CONCRETE CENTER CURB TYPE D. REFER TO DETAIL 5/CL501.

8. STANDING CONCRETE CURB. REFER TO DETAIL 2/CL501.

9. CONCRETE CLOSING DOCK RAMP. REFER TO DETAIL 4/CL501.

10. DUMPSTER ENCLOSURE. REFER TO ARCHITECTURAL PLANS.

11. PAVEMENT MARKING, 4" WIDE, WHITE, THERMOPLASTIC, 10' ON CENTER HATCH PATTERN.

12. ASPHALT PAVEMENT PATCH. REFER TO DETAIL 3/CL501.

13. HEAVY DUTY CONCRETE. REFER TO DETAIL 3/CL501.

14. DUTY LINE PAVEMENT MARKING, WHITE, THERMOPLASTIC. REFER TO DETAIL 5/CL501 - CITY OF BLOOMINGTON STANDARD DRAWING NO. - PM-3.

15. REFER TO LANDSCAPE SHEET L-500 FOR PAVEMENT BAND AND TREE GRATE DETAILS.

16. CONCRETE RAMP AND LANDING. REFER TO DETAIL 3/CL501.

17. RELOCATE EXISTING SIGNAGE. REFER TO DETAIL 4/CL501. COORDINATE WITH THE CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS.

A. "ONE WAY" R6-28

B. "METERED PARKING" LIMITERS ENFORCED MONDAY - SATURDAY 8:00 A.M. - 5:00 P.M.

18. COVERED BICYCLE PARKING. REFER TO LANDSCAPE SHEET L-500 FOR BICYCLE BACK AND SHELTER DETAILS.

19. NEW 4' LONG BENCH. REFER TO LANDSCAPE SHEET L-500 FOR BICYCLE BACK DETAIL.

20. UNCOVERED BICYCLE PARKING. REFER TO LANDSCAPE SHEET L-500 FOR BICYCLE BACK DETAIL.

21. TRASH RECEPTACLE. REFER TO LANDSCAPE SHEET L-500 FOR DETAIL.

22. CONCRETE CURB PARAPET. REFER TO DETAIL 10/CL501.

23. PAVEMENT MARKING, 4" WIDE, WHITE, THERMOPLASTIC, AUTO PARKING.

24. STANDARD DUTY CONCRETE. REFER TO DETAIL 13/CL501.

25. CONCRETE PLANTER. REFER TO LANDSCAPE SHEET L-500 FOR DETAIL.

26. CONCRETE CURB AND GUTTER. REFER TO DETAIL 12/CL501. WHERE INSTALLING NEW CURB AND GUTTER ADJACENT TO EXISTING CONCRETE PAVEMENT ALONG WALNUT STREET, CAREFULLY SMOOTH AT EXISTING JOINTS TO PREVENT PAVEMENT DAMAGE, AND POUR NEW CURB AGAINST EXISTING CONCRETE PAVEMENT.

27. RETAIN NEW SIGNAL LOOP DETECTORS AND CONNECT WIRING TO THE EXISTING JUNCTION BOX IN TURN LANE. COORDINATE WITH THE CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS STREET DIVISION TRAFFIC MANAGER FREDDIE LONG AT 812.336.3554.

28. LIMITS OF ASPHALT MILL AND RESURFACE UPON COMPLETION OF NEW CONSTRUCTION IN THE RIGHT-OF-WAY.

29. CONCRETE CONSTRUCTION SLAB. REFER TO DETAIL 14/CL501.

30. CONCRETE COLLAR FOR UNDERGROUND DETENTION SYSTEM RISER. REFER TO DETAIL 4/CL501.

31. TEMPORARY GRAVEL FILTRATION DRAIN. INDOT NO. 6 STONE, TOP 4" TO BE INDOT NO. 11 STONE. REFER TO DETAIL 15/CL501.

32. TEMPORARY STEEL PLATING FOR USE DURING CONSTRUCTION.

33. TEMPORARY 10" PERFORATED HIGH DUAL WALL TYPE "SI" UNDERDRAIN SLOPED AT 1% TO EXISTING STRUCTURE ALONG COLLEGE AVENUE AS SHOWN FOR USE DURING CONSTRUCTION PHASE AND REMOVED BEFORE FINAL LOADING DOCK AND SIDEWALK PAVEMENT PLACEMENT. REFER TO DETAIL 15/CL501.

34. PAVEMENT WATER POST. REFER TO DETAIL 14/CL501.

35. INSTALL NEW SIGN - "CAUTION WATCH OUT FOR TRAFFIC" - 7' x 10'.

A. SIGN TO BE MOUNTED ON WALL.

B. SIGN TO BE MOUNTED PER DETAIL 4/CL501.

36. INSTALL NEW SIGN - 87.5h x 12' x 18" - REFER TO DETAIL 4/CL501.

37. Limestone Block. REFER TO DETAIL ON SHEET L-500.

38. Limestone Block. REFER TO DETAIL ON SHEET L-500.

39. TURF GRASS GREEN SPACE.

40. EXISTING STREET LIGHT TO REMAIN.

41. NEW STREET LIGHT - SON LED 300W IKEMA TYPE II MATHRELL W/ TOP HAT ON MASTERPIECE 40" DOUBLE MOUNT BRACKET AND 27" DIRECT RADIUS STYLE 4 POST. ALL COMPONENTS WITH BLACK FINISH.

42. PIPE RAILROAD. REFER TO DETAIL 17/CL501.

43. YELLOW PAINTED CURB FROM THE SOUTHERNMOST PARKING STALL SOUTH TO THE LOADING DOCK ENTRANCE APPROX.

44. REINSTALL EXISTING PLANTERS.

1

LEGEND

LIMITS OF ASPHALT MILL AND RESURFACE

PAVER BAND - REFER TO L-SERIES SHEETS

LAND COVER SUMMARY

TOTAL IMPERVIOUS AREA: 2.639 ACRES

TOTAL PERVIOUS AREA: 0.060 ACRES

TOTAL PARCELS/PROJECT AREA: 1.699 ACRES

TOTAL AREA OF DISTURBED EARTH: 1.699 ACRES

#	Revision	Date
A2.2	GMP 1 Addendum 2	04.25.2025
A2.3	GMP 2 Addendum 2	05.05.2025
A1.8	GMP 1 Addendum 3	05.16.2025
A2.3	GMP 2 Addendum 3	05.16.2025
A3.0	GMP 3 Reconciliation	06.06.2025
SMP0	SWMP Release	07.15.2025
L1	Revised Site Lighting	09.15.2025

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SCHMIDT ASSOCIATES

schmidt-arch.com • 317.263.6226

415 Massachusetts Ave., Indianapolis, IN 46204

731 Brent St. #203, Louisville, KY 40204

Project No. 2018-067.MCC

Project Date 03.26.2025

Produced WR DN KP

WILLIAM STUART REGISTERED PROFESSIONAL ENGINEER

NO. 870231

STATE OF INDIANA

08.15.2025

L.S.K.

These Drawings and Specifications, and all copies thereof are and shall remain the property and copyright of the Architect. They shall be used only with respect to this Project and are not to be used on any other Project or Work without prior written permission from the Architect.

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302 S College Ave,
Bloomington, IN 47403

KEY PLAN

F

E

A

B

D

C

MONROE COUNTY CAPITAL IMPROVEMENT BOARD

BLOOMINGTON CONVENTION CENTER EXPANSION GMP 1

SITE LAYOUT PLAN

CL101.1



Board of Public Works Staff Report

Project/Event: Baxter Subdivision
Staff Representative: Kyle Baugh
Petitioner/Representative: David Jenner
Date: October 1st, 2025

Report: Authentic Homes is requesting a road closure on E Moores Pk between S Mith Rd and SR 446 as part of the Baxter Village located at 4415 E Moores Pk. This request is to accommodate work. The traffic control would be in place from October 14th, 2025 through October 20th, 2025. The posted detour would utilize SR 446, E 3rd/SR 46, and Smith Rd.

Proposed schedule:

10/14/2025 Night:

- Cut road remove initial 2- 3 feet and plate 10/16/2025 Day:
- Morning: Finish digging to pipe
- CBU will tap main early afternoon
- Back Fill up to 10.5" of surface

10/17/2025 Day:

- Finish any Back filling up to the 10.5" of surface if necessary
- Cut back road per plans to (8" x 10.5" on each side of road cut
- Pour Flowable fill

10/18/2025 Day:

- Roll in asphalt and clean up signs

10/20/2025 Night:

- Request this for a closure in case asphalt is not available on Saturday This should only take 2-3 hours to complete. This dig is around 8' deep, 6' wide and 1/2 to 3/4 width of the road.

Notification checklist:

Notified ?	Stakeholder name/Contact Info	Notes:
Yes	Emergency services	Notice provided via inRoads system
N/A	Bloomington Transit:	No routes in area
N/A	Indiana university: • Susie Johnson, Associate Vice President for Facility Operations - saj3@iu.edu • Matthew Jeffries, Director of Construction and Operations - mdjeffri@iu.edu • Jason Banach, University Director of Real Estate - jbanach@iu.edu	
Yes	MCCSC: Scott Waddell, Director of Transportation - dwaddell@mccsc.edu	Notice provided via inRoads system
Yes	Affected property owners	Coordination is ongoing

Site map:





BYNUM FANYO & ASSOCIATES, INC.

ARCHITECTURE
CIVIL ENGINEERING
PLANNING

October 2nd, 2025

Board of Public Works
City of Bloomington
401 N. Morton Street
Bloomington, Indiana 47404

RE: Baxter Village Subdivision Road Construction
E. Moores Pike Road Closure Request

Dear Board Members or To Whom It May Concern:

Authentic Homes Inc. is developing a 17-home subdivision at 4415 E Moores Pike, Bloomington, IN 47401. In order to facilitate this project, Authentic homes is respectfully requesting the temporary closure of East Moores Pike between South Smith Road and State Road 446 on the days of October 14th, October 16th to October 18th, 2025, and October 20, 2025.

Authentic Homes Inc. will coordinate with the City of Bloomington, City of Bloomington Utilities, and law enforcement to assure that this closure information is well communicated.

Thank you for your time in hearing this request.

Sincerely,
Bynum Fanyo & Associates, Inc.

Drew Schrand, Project Engineer

Copy: BFA File #402361



NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Baxter Village Subdivision Road Construction		
Location of Event:	4415 E Moores Pike, Bloomington, IN 47401		
Date of Event:	October 16-19, 2025	Start of Event (12:00 AM/PM):	6 AM
Calendar Day of Week:	Thursday-Sunday	End of Event (12:00 AM/PM):	6 PM
Description of Event:	Public roadway work for the construction of a 17 home subdivision.		
Source of Noise (e.g., Active Construction, Live Band, Instrument, Loudspeaker):	Active Construction		
Will Noise be Amplified? Indicate Yes or No.	No		

Applicant Information

Name:	David Jenner
Organization:	Authentic Homes
Title:	Contractor
Physical Address:	6100 W Cowden Rd, Ellettsville, IN 47429
Email Address:	dave@authentichomes.co
Phone Number:	812-360-3127
Signature:	<i>David L. Jenner II, President</i>
Date of Signature:	10/02/2025

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

Date

James Roach, Secretary



Board of Public Works Staff Report

Project/Event: Winston Thomas Fire Training Logistics Station
Staff Representative: Kyle Baugh
Petitioner/Representative: Tre Nordo, Project Manager Building Associates Inc.
Date: October 7th, 2025

Report: Building Associates is requesting a pedestrian diversion and closure of the west sidewalk along South Walnut Street as part of the Winston Thomas Fire Training Logistics Station project located at 3812 S Walnut Street. A 1–2 day closure will be required to tie in the existing sidewalk to the new sidewalk. Once the pedestrian diversion is in place, the existing sidewalk will be removed to facilitate utility work.

The traffic control plan will be in effect from October 13, 2025, through December 1, 2025. During this period, pedestrian access will be maintained via the new sidewalk section.

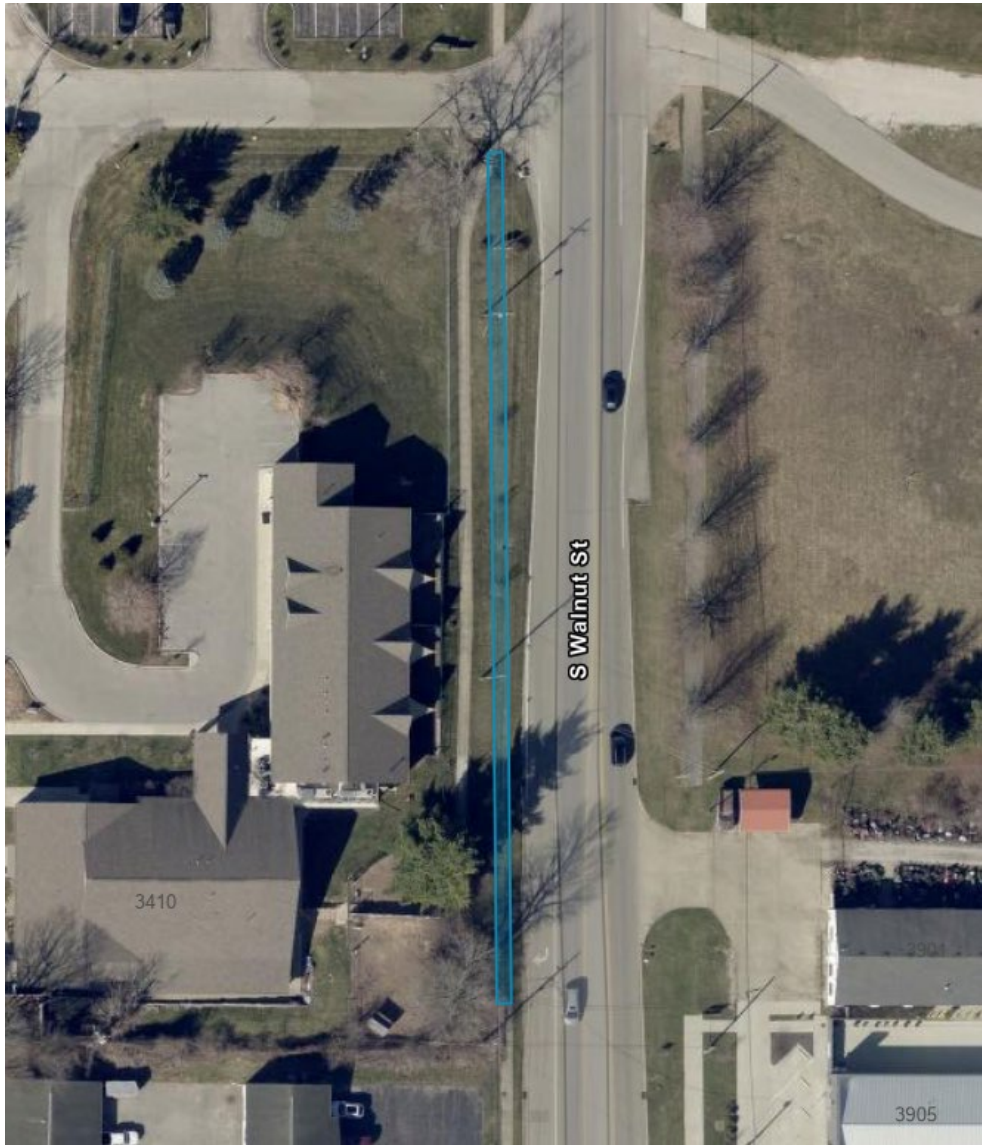
Building Associates has supplied maintenance-of-traffic plans for all work.

Notification checklist:

Notified ?	Stakeholder name/Contact Info	Notes:
Yes	Emergency services	Notice provided via inRoads system
Yes	Bloomington Transit	Curb side stop adjacent to project area
N/A	Indiana university: Susie Johnson, Associate Vice President for Facility Operations - saj3@iu.edu	

	• Matthew Jeffries, Director of Construction and Operations - mdjeffri@iu.edu • Jason Banach, University Director of Real Estate - jbanach@iu.edu	
Yes	MCCSC: Scott Waddell, Director of Transportation - dwaddell@mccsc.edu	Notice provided via inRoads system
Yes	Affected property owners	Coordination is ongoing

Site map:





September 30th, 2025

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

Re: N. Indiana Ave. requested lane restrictions

Dear Board Members

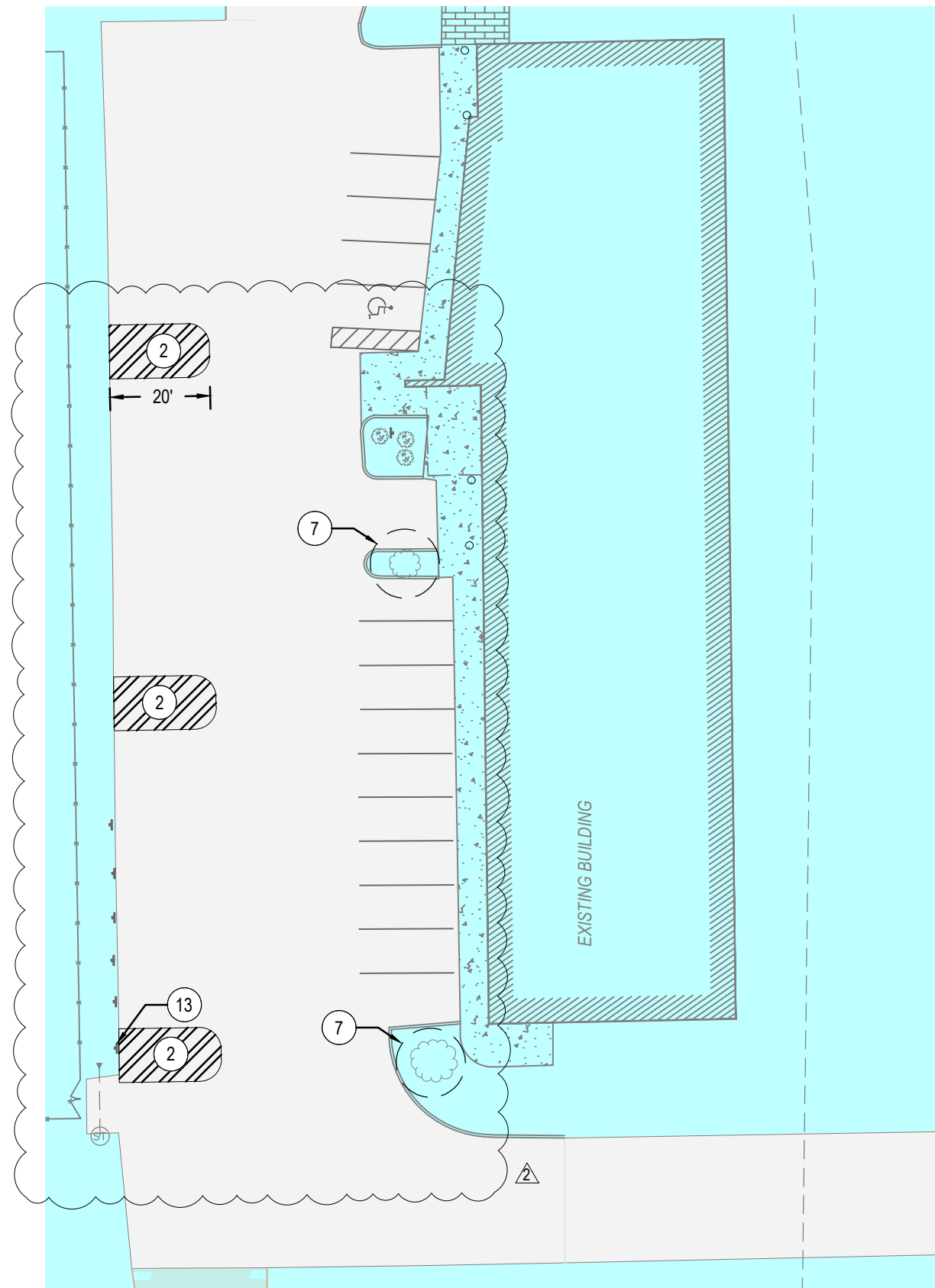
Building Associates, Inc. is planning to install new sidewalks for a project for the City of Bloomington, known as the "Training Logistics Station". In order to facilitate this project, Building Associates Inc, is respectfully requesting the temporary closure of the west sidewalk along South Walnut Street, in accordance with the attached Management of Traffic Plan. Building Associates, Inc. is requesting these closures from October 13th, 2025 to December 1st, 2025.

Building Associates, Inc. will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, Building Associates, Inc. respectfully requests that the Board of Public Works approves the restrictions closure referenced above from October 13th, 2025 to December 1st, 2025.

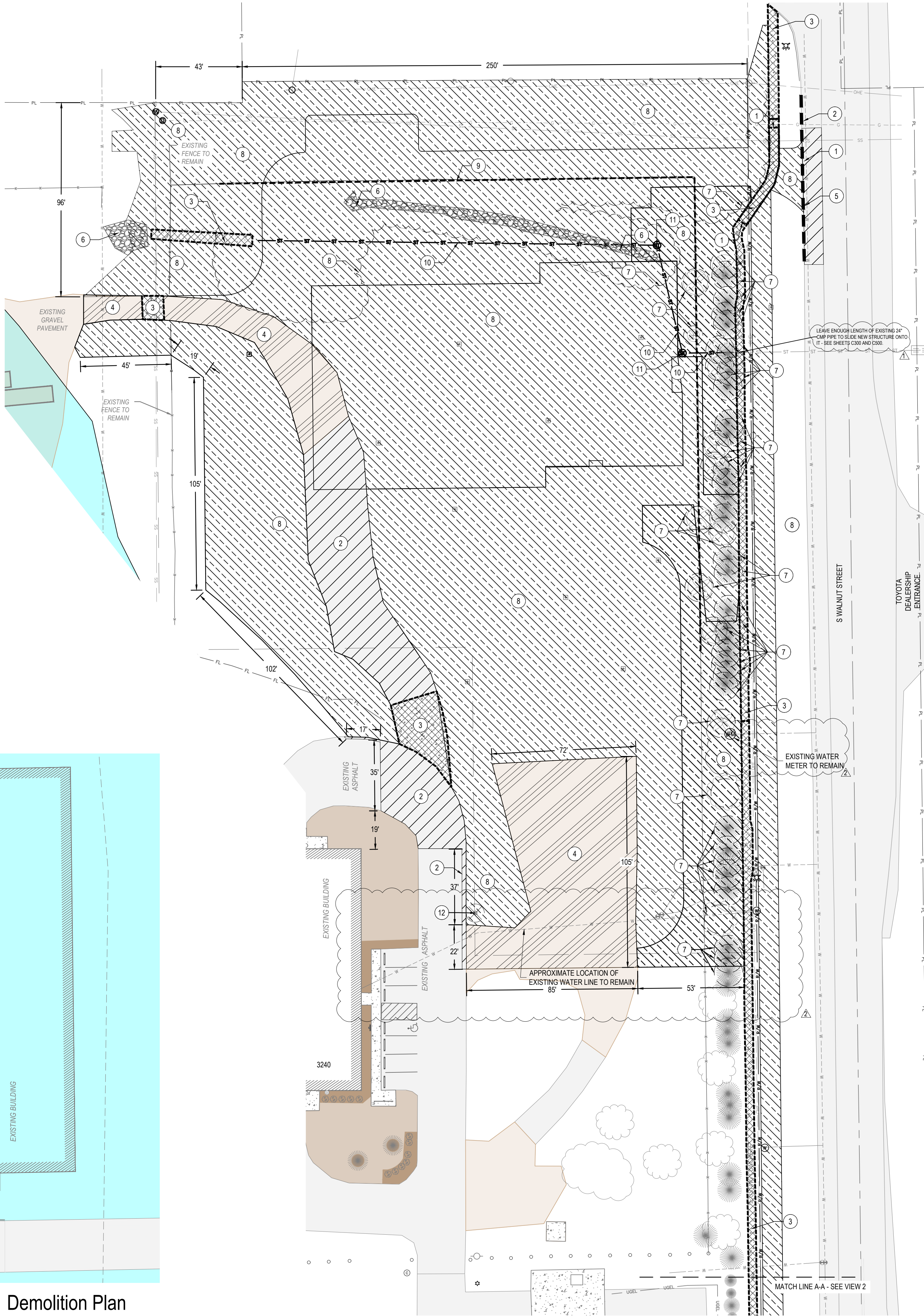
Sincerely,

Tre Nordo

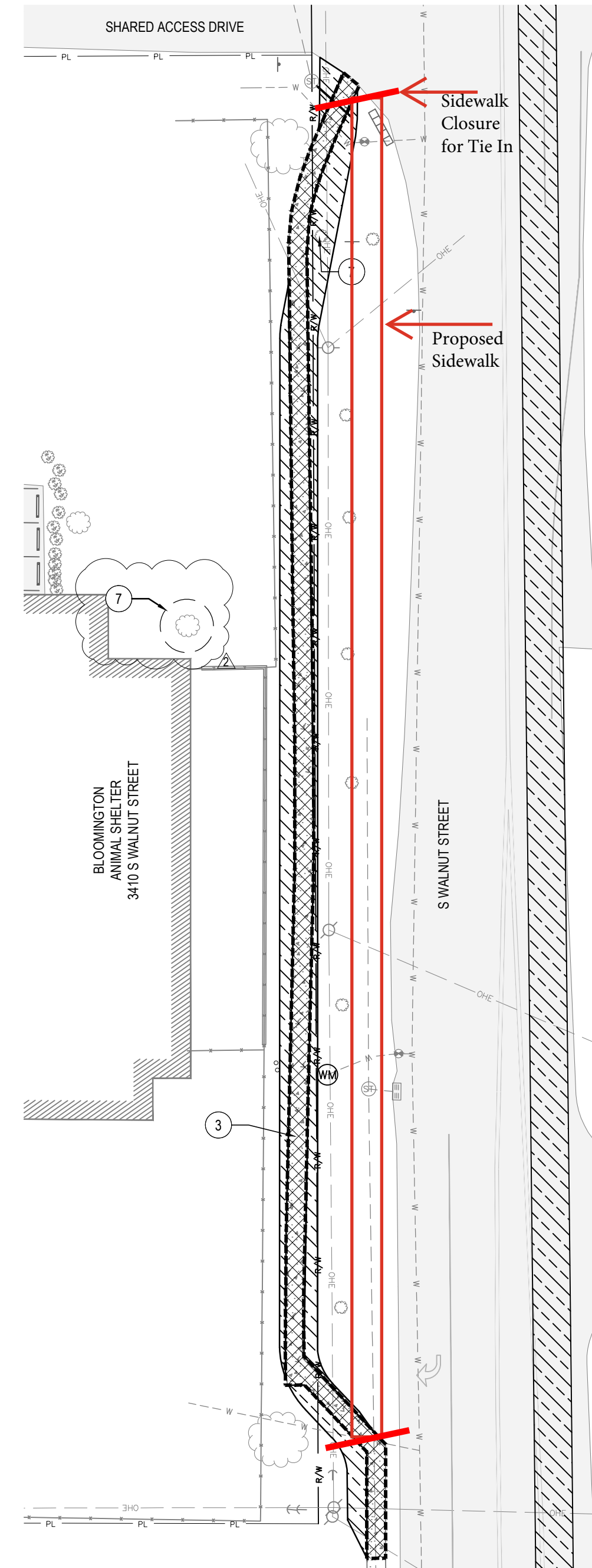
Tre Nordo – Project Manager / Estimator



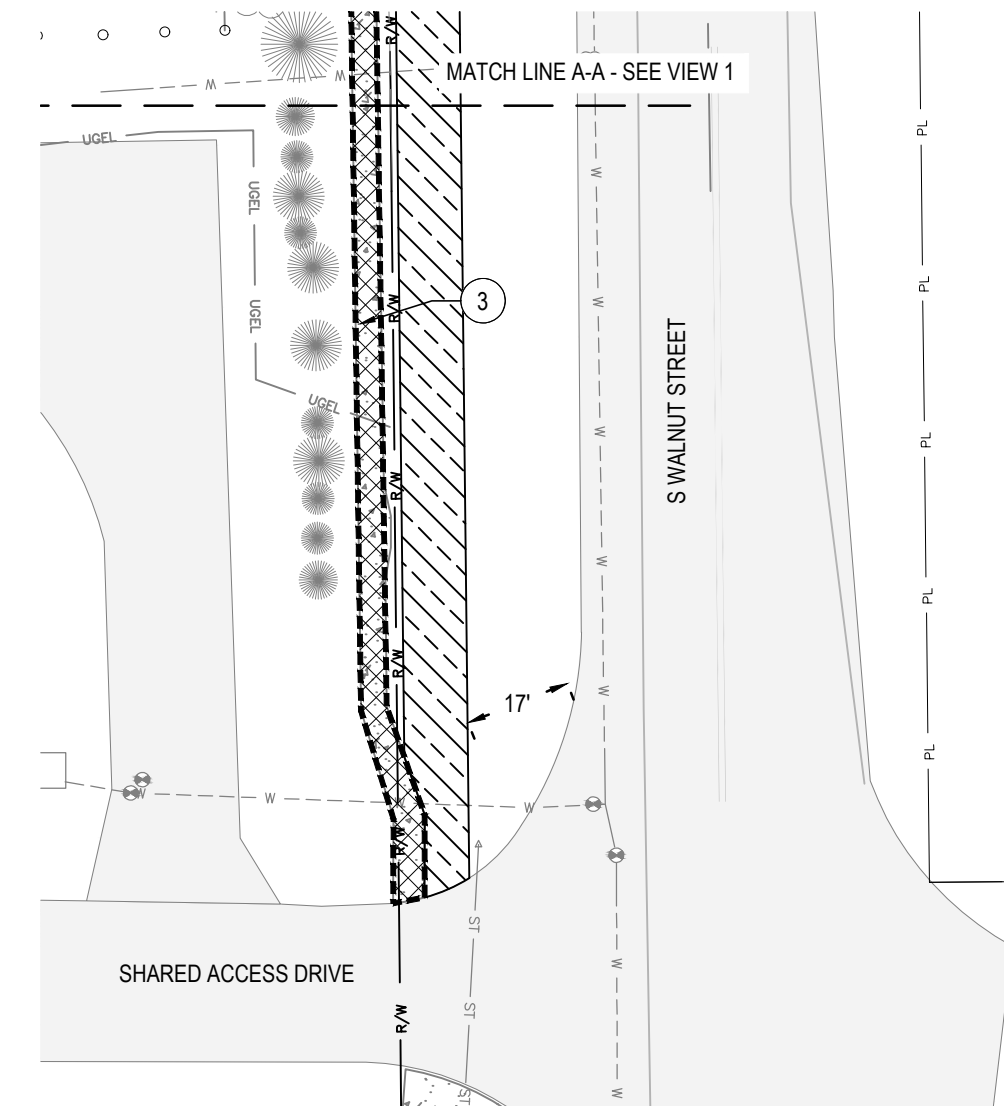
4 Demolition Plan
1" = 30'



1 Demolition Plan
1" = 30'



3 Demolition Plan - South East
1" = 30'



2 Demolition Plan
1" = 30'

General Demolition Notes

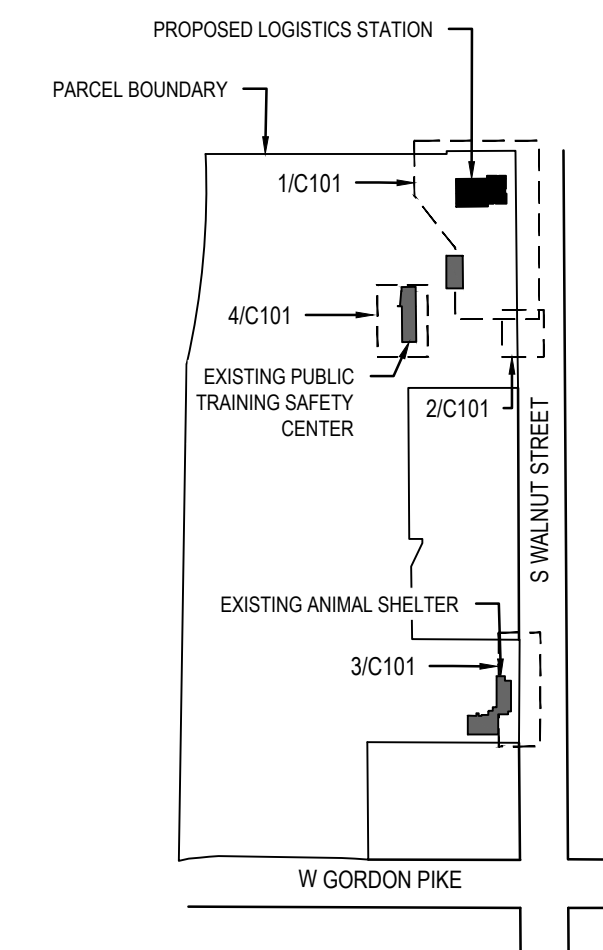
- LITTERING STREETS:** THE CONTRACTOR SHALL REMOVE ANY DEMOLITION DEBRIS OR MUD FROM ANY STREET, ALLEY, RIGHT OF WAY RESULTING FROM THE EXECUTION OF THE DEMOLITION WORK. LITTERING OF THE SITE SHALL NOT BE PERMITTED. ALL WASTE MATERIALS SHALL BE PROMPTLY REMOVED FROM THE SITE.
- STREET CLOSURES:** IF IT SHOULD BECOME NECESSARY TO CLOSE ANY TRAFFIC OR PARKING LANES, CONTRACTOR SHALL BE RESPONSIBLE TO ACQUIRE NECESSARY PERMITS AND PLACE ADEQUATE BARRICADES AND WARNING SIGNS AS REQUIRED BY THE CITY OF BLOOMINGTON and/or MONROE COUNTY. STREET OR LANE CLOSURES SHALL BE COORDINATED WITH THE APPROPRIATE JURISDICTIONAL AUTHORITY.
- GENERAL PROTECTION- WHERE APPLICABLE**
 - SIDEWALKS:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO PUBLIC SIDEWALKS, IF SCHEDULED TO REMAIN, ABUTTING OR ADJACENT TO THE PROJECT SITE. REPAIR OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE CONSIDERED INCIDENTAL TO THE WORK (REPLACEMENT PER THE CITY OF BLOOMINGTON and/or MONROE COUNTY STANDARDS).
 - PEDESTRIAN ACCESS/VEHICULAR TRAFFIC:** IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE AND CONSTRUCT NECESSARY WARNING SIGNS, BARRICADES FENCING OR TEMPORARY ACCESS AS DIRECTED BY OWNER OR LOCAL AUTHORITY.
 - DEMOLITION HOURS:** CONTRACTOR SHALL COMPLY WITH ANY RESTRICTIONS TO WORKING HOURS AS DIRECTED BY LOCAL AUTHORITY.
 - NOISE POLLUTION:** ALL CONSTRUCTION EQUIPMENT SHALL BE IN GOOD REPAIR AND ADEQUATELY MUFFLED, OR AS DIRECTED BY LOCAL AUTHORITY.
 - DUST CONTROL:** THE CONTRACTOR SHALL TAKE APPROPRIATE ACTIONS TO MINIMIZE ATMOSPHERIC POLLUTION. SUCH PRECAUTIONS SHALL INCLUDE, BUT NOT LIMITED TO, USE OF WATER OR CHEMICALS FOR DUST CONTROL IN THE DEMOLITION OF BUILDING STRUCTURES, PAVING OR CLEARING OF LAND AND AS REQUIRED BY LOCAL AUTHORITY. OPEN-BODY TRUCKS LIKELY OF CREATING AIRBORNE DUSTS SHALL BE COVERED.
- REQUIREMENTS FOR THE REDUCTIONS OF FIRE HAZARDS:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING AND MAINTAINING THE CORRECT TYPE AND CLASS OF FIRE EXTINGUISHER ON SITE. NO MATERIAL OBSTRUCTIONS OR DEBRIS SHALL BE PLACED OR ALLOWED TO ACCUMULATE WITHIN 15 FEET OF ANY FIRE HYDRANT.
- PROTECTION OF PUBLIC UTILITIES:** THE CONTRACTOR SHALL NOT DAMAGE EXISTING FIRE HYDRANTS, TRAFFIC SIGNALS, POWER POLES, TELEPHONE POLES, FIRE ALARM BOXES, WIRE CABLES AND/OR UNDERGROUND UTILITIES TO REMAIN OR OTHER APPURTENANCES IN THE VICINITY OF THE SITE.
- PROTECTION OF ADJACENT PROPERTIES:** THE CONTRACTOR SHALL NOT DAMAGE OR CAUSE TO BE DAMAGED ANY PUBLIC RIGHT-OF-WAY, STRUCTURES, PARKING LOTS, DRIVES, STREETS, SIDEWALKS, UTILITIES, LAWNS OR ANY OTHER PROPERTY ADJACENT TO THE PROJECT SITE.
- GENERAL DEMOLITION NOTE:** THE CONTRACTOR SHALL ACCEPT THE SITE IN ITS PRESENT CONDITION AND SHALL INSPECT THE SITE FOR ITS CHARACTER AND THE TYPE OF IMPROVEMENTS TO BE DEMOLISHED. THE DEMOLITION LIMITS SHALL BE RELEASED TO THE CONTRACTOR UPON AWARD OF CONTRACT AND NOTICE TO PROCEED. THE CONTRACTOR SHALL HAVE FULL CONTROL OF DEMOLITION PROGRESS AND CLEARANCE OF THE SITE, SUBJECT TO THE PROJECT MANUAL AND SPECIFICATIONS.

Typical Site Demolition Notes

- SAW CUT EXISTING PAVEMENT PRIOR TO REMOVAL.
- REMOVE ASPHALT PAVEMENT IN ITS ENTIRETY.
- REMOVE CONCRETE PAVEMENT IN ITS ENTIRETY.
- REMOVE GRAVEL PAVEMENT IN ITS ENTIRETY.
- REMOVE CONCRETE CURB, SAWCUT TO EXG EJ OR CJ.
- REMOVE RIPRAP IN ITS ENTIRETY.
- REMOVE EXISTING TREE/SHRUB- SEE SPECIFICATION FOR EXTENTS.
- CLEARING AND GRUBBING, TOPSOIL REMOVAL.
- REMOVE FENCE IN ITS ENTIRETY.
- EXISTING STORM SEWER TO BE REMOVED.
- EXISTING STORM MANHOLE TO BE REMOVED.
- REMOVE LIGHT POLE AND RELOCATE.
- RELOCATE SIGN - SEE SHEET C201.

Note: ALL DEMOLISHED MATERIAL FROM CONSTRUCTION ACTIVITIES SHALL BE REMOVED OFF-SITE AND DISPOSED OF IN A LEGAL MANNER.

- LEGEND
- ASPHALT PAVEMENT REMOVAL
 - CONCRETE PAVEMENT REMOVAL
 - TOPSOIL REMOVAL
 - GRAVEL PAVEMENT REMOVAL
 - CONCRETE CURB REMOVAL
 - ASPHALT PAVEMENT EDGE REPAIR
 - EXISTING FENCING GATES TO BE REMOVED
 - EXISTING TREE REMOVAL
 - EXISTING LIGHT POLE TO BE REMOVED
 - EXISTING STORM TO BE REMOVED



REVISION	CITY COMMENTS	DATE
1	ASI 001	2025-04-07
2		2025-06-23

DRAWN BY:	FGR	REVIEWED BY:	TDE
COMMISSION NUMBER:	F23117	DATE:	2025-03-10

C101

DEMOLITION PLAN

Bloomington Fire Department :

Training Logistics Station

3182 S Walnut St
Bloomington, IN 47401



MARTIN RILEY
architects+engineers

221 West Baker Street
Fort Wayne, Indiana 46802

pho 260.422.7994
fax 260.426.2067



ALL IDEAS, DESIGN, ARRANGEMENT AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF MARTIN RILEY, INC. AND ARE NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF MARTIN RILEY, INC. ANY REPRODUCTION OR USE OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF MARTIN RILEY, INC. SHALL BE CONSIDERED A VIOLATION OF THE PROFESSIONAL ENGINEERING ACT AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY VIOLATION OF THE PROFESSIONAL ENGINEERING ACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY VIOLATION OF THE PROFESSIONAL ENGINEERING ACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY VIOLATION OF THE PROFESSIONAL ENGINEERING ACT.

ISSUED FOR CONSTRUCTION



Board of Public Works Staff Report

Project/Event: Memorandum of Understanding between the County of Monroe and the City of Bloomington Regarding Monroe County's Karst Farm Greenway Connector Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 3/12/2024

Report: The Karst Farm Greenway project is a County project that includes installation of multiuse path along sections of Liberty Drive and Constitution Avenue that are within City jurisdiction. The project also installs a new traffic signal at the intersection of Liberty Drive and Constitution Avenue, which is City jurisdiction. This MOU temporarily transfers the City owned and maintained portions of this project (Liberty Drive and Constitution Avenue) to the County until the City accepts these facilities back upon successful completion of the project. The MOU includes hold harmless language, requirements that the County maintain and operate the ROW, and directions to provide the City opportunities to inspect and participate in the project. Project construction is expected to be substantially complete in November 2024.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MONROE AND THE CITY OF BLOOMINGTON
REGARDING MONROE COUNTY'S KARST FARM GREENWAY
CONNECTOR PROJECT**

This Memorandum of Understanding (hereinafter MOU), is made and entered into this 12th day of March, 2024, by and between the County of Monroe, Indiana, through its Board of County Commissioners (hereinafter the COUNTY) and the City of Bloomington, Indiana, through its Board of Public Works (hereinafter the CITY),

WITNESSETH:

WHEREAS, the COUNTY is moving forward with an improvement project named Karst Farm Greenway Connector (hereinafter the PROJECT); and,

WHEREAS, the total cost for this PROJECT, including costs for Metropolitan Planning Organization, shall be borne by either INDOT and/or the COUNTY; and,

WHEREAS, the PROJECT includes Liberty Drive from SR45/Bloomfield Road to Constitution Avenue as well as Constitution Avenue from Liberty Drive to Curry Pike and is anticipated to be completed in November 2024; and,

WHEREAS, while the CITY is not a party to this PROJECT, the parameters of this PROJECT include facilities within the CITY's jurisdiction; and,

WHEREAS, the CITY facilities impacted by this PROJECT include approximately 2,300 feet of Liberty Drive, approximately 800 feet of Constitution Avenue, and the intersection of Liberty Drive at Constitution Avenue (hereinafter FACILITIES); and,

WHEREAS, while the CITY does not wish to impede the PROJECT, the CITY and COUNTY (hereinafter the PARTIES) acknowledge the authority of the CITY to determine and to provide the COUNTY with instruction regarding the manner in which the FACILITIES are allowed to be constructed and/or modified during this PROJECT; and,

WHEREAS, this MOU reflects the agreement between the CITY and the COUNTY regarding the construction of this PROJECT upon areas within CITY jurisdiction.

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

1. The construction of the PROJECT will require the CITY to temporarily transfer the FACILITIES described and depicted on Exhibit A to the COUNTY. Exhibit A is attached hereto and incorporated herein as though fully set forth.

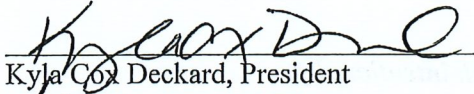
2. This transfer shall become effective on the date the Notice to Proceed is issued to the PROJECT contractor.
3. Upon the effective date of this MOU (Paragraph 2), the COUNTY shall incur the expense of maintaining and operating the FACILITIES, including but not limited to the maintenance and operation of all right-of-way, road surface and sidewalks. The COUNTY's responsibility as described above will not include the CITY's routine and preventative maintenance within the boundaries of the FACILITIES. The COUNTY will be responsible only for construction of the PROJECT and repairing any damage related to the PROJECT. The COUNTY shall work in conjunction with the CITY to report any damage incurred unrelated to the PROJECT and shall allow the CITY's performance of maintenance operations.
4. Upon the effective date of this MOU (Paragraph 2), the COUNTY shall be responsible for monitoring, permitting, and inspecting all work within the boundaries of the FACILITIES. The COUNTY's responsibility as described above shall include work directly related to the PROJECT as well as review and issuance of any right-of-way permit applications submitted by utilities or private entities for unrelated work within the FACILITIES. The COUNTY shall require and ensure that all work within the FACILITIES complies with CITY standards. The COUNTY shall work in conjunction with the CITY regarding issuance of right-of-way permits and shall allow the CITY to perform inspections related to those permits.
5. During the period in which the FACILITIES are transferred to the COUNTY, all private development projects shall still be governed by the CITY's Unified Development Ordinance and shall still be reviewed and processed by the CITY following all typical standards and processes.
6. The PARTIES agree that during the construction of the PROJECT, the FACILITIES will continue to serve a local travel function and provide access to businesses. The COUNTY shall coordinate any full closures under the PROJECT with the CITY. The CITY shall designate to the COUNTY a CITY contact for coordinating any full closures.
7. Prior to PROJECT completion (i.e., upon the date of final acceptance by the COUNTY) and City acceptance, all property acquired within the area of this PROJECT for use as right of way to be maintained by the CITY shall be dedicated as public right of way.
8. Upon completion of the PROJECT and upon the CITY's determination that construction regarding the FACILITIES was performed in accordance with the terms of this MOU, the CITY will accept the return of the FACILITIES from the COUNTY and will assume all future maintenance and operation concerning the FACILITIES.

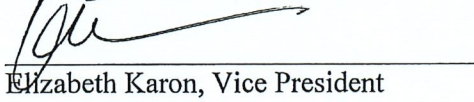
9. The PARTIES agree that the CITY may inspect the construction of the PROJECT at any time.
10. Transfer back of the FACILITIES from the COUNTY to the CITY shall not occur until the CITY has had an opportunity to inspect the FACILITIES and concurs that construction was performed in compliance with any applicable standards and specifications and in accordance with the PROJECT plans, as modified in accordance with all CITY comments provided to the COUNTY prior to the signing of this MOU, and any subsequent plan modifications which are agreed to by the PARTIES. The CITY shall conduct the inspections and shall make the determinations contemplated by this Paragraph promptly upon CITY's receipt of written notice from the COUNTY that the improvements are believed to be completed in accordance with the Standards, Specifications, and Laws incorporated into this MOU.
11. If said inspection finds any deficiencies, transfer of the FACILITIES from COUNTY to CITY shall not occur until the COUNTY remedies any and all deficiencies related to the PROJECT. Any latent deficiencies subsequently discovered in the FACILITIES within the applicable warranty periods extended to the COUNTY by PROJECT contractors shall be handled according to INDOT contract documents regarding the PROJECT.
12. Within a reasonable period of time after the date of transfer to the CITY, the COUNTY shall provide the CITY as-built plans and specifications of the FACILITIES.
13. The COUNTY agrees to indemnify and hold harmless the CITY, the Board of Public Works, and their 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 occur as a result of the COUNTY's use, construction, modification, maintenance or operation of the FACILITIES under the PROJECT, from the effective date of this MOU (Paragraph 2) until the expiration of the period covering the discovery of any latent defects (Paragraph 9), to the extent of the negligence or contract breach of the COUNTY.
14. The COUNTY shall inform CITY no less than 48 hours of the occurrence of dates and times for PROJECT meetings so that the CITY may have representatives attend said meetings and be informed of the status of work regarding the FACILITIES.
15. This MOU, consisting of four (4) pages in total and one (1) incorporated exhibit, represents the entire understanding between the PARTIES relating to the PROJECT and supersedes any and all prior oral and/or written communications and understandings regarding the FACILITIES.
16. Any amendment or modification of this MOU must be in writing, be signed by duly authorized representatives of the PARTIES, and approved in the same manner as this MOU.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MONROE AND THE CITY OF BLOOMINGTON
REGARDING MONROE COUNTY'S KARST FARM GREENWAY
CONNECTOR PROJECT**

City of Bloomington, Indiana

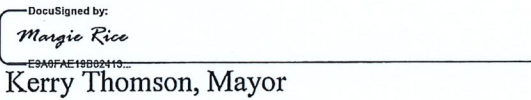
Board of Public Works


Kyla Cox Deckard, President


Elizabeth Karon, Vice President

James Roach, Secretary

Office of the Mayor

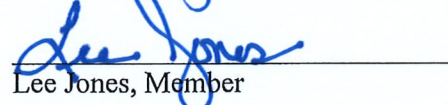
DocuSigned by:

EB9AF4E18B02419...
Kerry Thomson, Mayor

Monroe County, Indiana

Board of County Commissioners


Julie Thomas, President


Penny Githens, Vice President

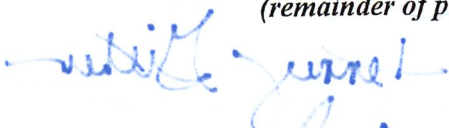
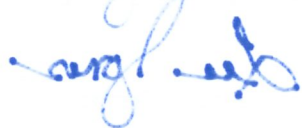

Lee Jones, Member

Attest:

Brianne Gregory,
Monroe County Auditor

17. The signatories for the PARTIES warrant that they have been fully empowered by proper action to bind their respective unit to the terms and conditions set forth in this MOU.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Memorandum of Understanding and caused their seals to be affixed and attested the day and year first written above.


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INDIANA DEPARTMENT OF TRANSPORTATION

REPORT OF CONTRACT FINAL INSPECTION

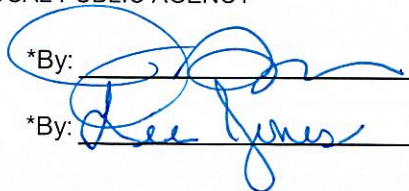
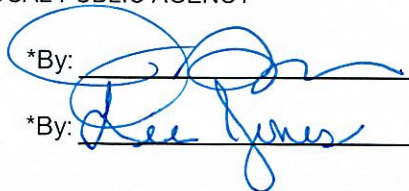
Contract R-41898 Project 1900405# Date Construction Substantially Completed February 12, 2025
(The Date all items were completed, except punch list and removal of traffic control devices.)All Contract Work Complete Date April 3, 2025Preliminary Inspection made by Rachel Wren (INDOT), Jeremy Books, Doug Valmore (BFS), Lisa Ridge, Paul Satterly
(Monroe Co.Highway), Don Conard, Brian Waltz (Crider & Crider), Neil Kopper, Shelly Strimaitis (Bloomington)
on April 15, 2025# Date Punch List Items Completed May 12, 2025Sod Maintenance Expired on N/A# Date Sod Repaired, if necessary N/A# Date Failed Material Replaced N/AFinal Inspection made by Lisa Ridge, Paul Satterly (Monroe Co.Highway) Jeremy Books (BFS)
on May 29, 2025 and all work was found to be
satisfactory from Station _____ entire project _____# Date Construction Signs and Temporary Traffic Control Devices Removed June 5, 2025Pavement Smoothness (does) (does not) comply with the Specifications doesPavement Markings (have) (have not) been placed in accordance with the IMUTCD manual or as
directed by the District Traffic Engineer. haveRight-of-Way (is) (is not) clear of all encroachments. isDate of Last Work June 5, 2025

RECOMMEND ACCEPTANCE

DISTRICT CONSTRUCTION DIRECTOR

*County or city signatures when
required (at least two).

LOCAL PUBLIC AGENCY

*By: *By: 



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

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										
Daniel Reischer	REISCHER-092225	01-refund adoption fee-canine-9/22/25	Paid by Check # 80684		09/30/2025	09/30/2025	10/10/2025		10/10/2025	100.00
Account 43430 - Animal Adoption Fees Totals							Invoice Transactions 1			<u>\$100.00</u>
Account 43442 - Equipment Deposits										
Shirley Short	SHORT-091725	01-refund trap deposit-9/17/25	Paid by Check # 80685		09/30/2025	09/30/2025	10/10/2025		10/10/2025	40.00
Account 43442 - Equipment Deposits Totals							Invoice Transactions 1			<u>\$40.00</u>
Account 52210 - Institutional Supplies										
4045 - Datamars, INC	953115	01-Microchips, Scanners	Paid by EFT # 68408		09/30/2025	09/30/2025	10/10/2025		10/10/2025	154.97
4586 - Hill's Pet Nutrition Sales, INC	254559747	01-Prescription Vet Diet food	Paid by EFT # 68457		09/30/2025	09/30/2025	10/10/2025		10/10/2025	88.00
4586 - Hill's Pet Nutrition Sales, INC	254559752	01-Dog, puppy & kitten food	Paid by EFT # 68457		09/30/2025	09/30/2025	10/10/2025		10/10/2025	282.29
4586 - Hill's Pet Nutrition Sales, INC	254634485	01-Dog, Puppy, Kitten and Cat Food	Paid by EFT # 68457		09/30/2025	09/30/2025	10/10/2025		10/10/2025	296.50
4574 - John Deere Financial f.s.b. (Rural King)	385059	01-litter-50 40lb bags pellet bedding	Paid by Check # 80665		09/30/2025	09/30/2025	10/10/2025		10/10/2025	264.50
4549 - Kroger Limited Partnership I	013066	01-Catmilk for medication Compound, greens for rabbit food	Paid by Check # 80667		09/30/2025	09/30/2025	10/10/2025		10/10/2025	24.20
4633 - Midwest Veterinary Supply, INC	26320680-050	01-vinyl exam gloves (L)	Paid by EFT # 68510		09/30/2025	09/30/2025	10/10/2025		10/10/2025	69.92
4633 - Midwest Veterinary Supply, INC	26286959-050	01-Syringes	Paid by EFT # 68510		09/30/2025	09/30/2025	10/10/2025		10/10/2025	148.37
4633 - Midwest Veterinary Supply, INC	26381025-050	01-Syringes	Paid by EFT # 68510		09/30/2025	09/30/2025	10/10/2025		10/10/2025	148.37
4633 - Midwest Veterinary Supply, INC	26381025-000	01-Syringes & Antibiotics	Paid by EFT # 68510		09/30/2025	09/30/2025	10/10/2025		10/10/2025	314.12
4633 - Midwest Veterinary Supply, INC	26343320-000	01-Antiparasitics	Paid by EFT # 68510		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,404.61
Account 52210 - Institutional Supplies Totals							Invoice Transactions 11			<u>\$3,195.85</u>
Account 52430 - Uniforms and Tools										
798 - Winters Associates Promotional Products, INC	115812	01-Volunteer T-Shirts (50)	Paid by EFT # 68600		09/30/2025	09/30/2025	10/10/2025		10/10/2025	460.35
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1			<u>\$460.35</u>
Account 53130 - Medical										
6529 - BloomingPaws, LLC	743847	01-Pain Management-Bahama	Paid by EFT # 68373		09/30/2025	09/30/2025	10/10/2025		10/10/2025	70.24
Account 53130 - Medical Totals							Invoice Transactions 1			<u>\$70.24</u>



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

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 53310 - Printing										
8002 - Safeguard Business Systems, INC	9008847829	01-Adoption Packet Labels (1,000)	Paid by EFT # 68545		09/30/2025	09/30/2025	10/10/2025		10/10/2025	353.30
Account 53310 - Printing Totals										Invoice Transactions 1
										\$353.30
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	ZW30814	01-Summer 2025 HVAC preventative maintenance new side-8/19/25	Paid by EFT # 68453		09/30/2025	09/30/2025	10/10/2025		10/10/2025	2,188.54
1537 - Indiana Door & Hardware Specialties, INC	14605AA	01-Door Closer replacement	Paid by Check # 80662		09/30/2025	09/30/2025	10/10/2025		10/10/2025	235.00
Account 53610 - Building Repairs Totals										Invoice Transactions 2
										\$2,423.54
Account 53990 - Other Services and Charges										
60 - Formerly MCSWMD Waste Reduction District of Monroe County	38-2025	01-Sharps Disposal 09/16/25	Paid by EFT # 68592		09/30/2025	09/30/2025	10/10/2025		10/10/2025	81.60
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										\$81.60
Program 010000 - Main Totals										Invoice Transactions 19
										\$6,724.88
Program 010001 - Donations Over \$5K										
Account 53130 - Medical										
3376 - Bloomington Pets Alive, INC	2333759	01-spay/neuter surgeries 09/02/25-09/15/25	Paid by EFT # 68377		09/30/2025	09/30/2025	10/10/2025		10/10/2025	4,000.00
Account 53130 - Medical Totals										Invoice Transactions 1
										\$4,000.00
Program 010001 - Donations Over \$5K Totals										Invoice Transactions 1
										\$4,000.00
Department 01 - Animal Shelter Totals										Invoice Transactions 20
										\$10,724.88
Department 02 - Public Works										
Program 020000 - Main										
Account 46060 - Other Violations										
Samuel Newman	NEWMAN-092525	26-Customer paid for citation, then it was voided per RAC	Paid by Check # 80681		09/30/2025	09/30/2025	10/10/2025		10/10/2025	30.00
Account 46060 - Other Violations Totals										Invoice Transactions 1
										\$30.00
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19YT-9KVC-P9Q6	02-Crowd Control Devices for Special Events-traffic cone bars	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	71.99
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										\$71.99
Program 020000 - Main Totals										Invoice Transactions 2
										\$101.99
Department 02 - Public Works Totals										Invoice Transactions 2
										\$101.99



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

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 03 - City Clerk										
Program 030000 - Main										
Account 53160 - Instruction										
259 - Indiana Association Of Cities & Towns (AIM)	123311	03-Aim Ideas Summit Oct 21-23, 2025-Bolden	Paid by EFT # 68470		09/30/2025	09/30/2025	10/10/2025		10/10/2025	345.00
									Account 53160 - Instruction Totals	Invoice Transactions 1
										\$345.00
Account 53310 - Printing										
6309 - CivicPlus, LLC	345735	03-Online Code Hosting 10/1/25-9/30/26	Paid by EFT # 68396		09/30/2025	09/30/2025	10/10/2025		10/10/2025	220.50
									Account 53310 - Printing Totals	Invoice Transactions 1
										\$220.50
									Program 030000 - Main Totals	Invoice Transactions 2
										\$565.50
									Department 03 - City Clerk Totals	Invoice Transactions 2
										\$565.50
Department 04 - Economic & Sustainable Dev										
Program 04CRED - ESD CRED										
Account 53960 - Grants										
51483 - Downtown Bloomington, INC	DBIGRANT-09.2025	04-Outdoor Dining Parklet Grant Agreement 2025 Season	Paid by EFT # 68414		09/30/2025	09/30/2025	10/10/2025		10/10/2025	20,000.00
746 - Early Music Associates, INC	BACGRANT-08.2025	04-BAC Arts Project Grant - Bloomington Bach Cantata	Paid by EFT # 68418		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,350.00
									Account 53960 - Grants Totals	Invoice Transactions 2
										\$21,350.00
									Program 04CRED - ESD CRED Totals	Invoice Transactions 2
										\$21,350.00
									Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions 2
										\$21,350.00
Department 06 - Controller's Office										
Program 060000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GVD-P6VV-CRJH	06-Wireless Keyboard and Mouse Combo R Langley	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	81.07
									Account 52420 - Other Supplies Totals	Invoice Transactions 1
										\$81.07
									Program 060000 - Main Totals	Invoice Transactions 1
										\$81.07
									Department 06 - Controller's Office Totals	Invoice Transactions 1
										\$81.07
Department 07 - Engineering										
Program 070000 - Main										
Account 53910 - Dues and Subscriptions										
9698 - Doxpop LLC	18002649	07 - Public Records Subscription Access 09/13/25-10/12/25	Paid by EFT # 68415		09/30/2025	09/30/2025	10/10/2025		10/10/2025	36.70
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1
										\$36.70



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 07 - Engineering										
Program 070000 - Main										
Account 53990 - Other Services and Charges										
11272 - Patriot Engineering And Enviromental, INC	146169	07-Geotechnical Services through 08/31/25	Paid by EFT # 68523		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,451.50
2128 - Van Ausdall & Farrar, INC	618380	07-Scan & Digitize Archived Files (oversize)-to OnBase June 2024	Paid by EFT # 68582		09/30/2025	09/30/2025	10/10/2025		10/10/2025	7,148.16
2128 - Van Ausdall & Farrar, INC	621737	07-Scan & Digitize Archived Files (oversize)-to OnBase- July 2024	Paid by EFT # 68582		09/30/2025	09/30/2025	10/10/2025		10/10/2025	7,956.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	3	\$16,555.66
Account 54310 - Improvements Other Than Building										
319 - HNTB Corporation	0002-91379-CN-01	07-Winslow Rogers Resurfacing Proj 06/28/25-08/22/25	Paid by EFT # 68458		09/30/2025	09/30/2025	10/10/2025		10/10/2025	7,707.31
Account 54310 - Improvements Other Than Building Totals								Invoice Transactions	1	\$7,707.31
Program 070000 - Main Totals								Invoice Transactions	5	\$24,299.67
Department 07 - Engineering Totals								Invoice Transactions	5	\$24,299.67
Department 09 - CFRD										
Program 090000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	14JP-C4C9-CWD4	09-Office Supplies-Paper, Scissors, Paper Clips, Envelopes	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	238.45
Account 52110 - Office Supplies Totals								Invoice Transactions	1	\$238.45
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CPW-X1RC-73WP	09-White and Black Plastic Tablecloth-2 rolls of each	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	104.78
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$104.78
Account 53640 - Hardware and Software Maintenance										
9411 - BlueDAG LLC	2091863	09-BlueDAG Collector for Government Sub Renewal 9/9/25-9/8/26	Paid by EFT # 68378		09/30/2025	09/30/2025	10/10/2025		10/10/2025	4,900.00
Account 53640 - Hardware and Software Maintenance Totals								Invoice Transactions	1	\$4,900.00



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

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 09 - CFRD										
Program 090000 - Main										
Account 53960 - Grants										
205 - City Of Bloomington	1-9.16.25	09-CFRD Sponsorship of 2025 Fiesta del Otono Event	Paid by Check # 80658		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,100.00
Account 53960 - Grants Totals							Invoice Transactions 1			\$1,100.00
Program 090000 - Main Totals							Invoice Transactions 4			\$6,343.23
Department 09 - CFRD Totals							Invoice Transactions 4			\$6,343.23
Department 10 - Legal										
Program 100000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HKY-KTDY-9Q4X	10-2 USB monitors Aleks & Enedenia	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	218.00
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$218.00
Account 53120 - Special Legal Services										
9910 - Taylor Brown	000451729	10-Mo Co Rec-Reimb for Recorder Fees-9/17/25	Paid by EFT # 68384		09/30/2025	09/30/2025	10/10/2025		10/10/2025	25.00
Account 53120 - Special Legal Services Totals							Invoice Transactions 1			\$25.00
Account 53160 - Instruction										
259 - Indiana Association Of Cities & Towns (AIM)	123409	10-AIM Seminar registration-French Lick-M.Rice-10/21-10/23	Paid by EFT # 68470		09/30/2025	09/30/2025	10/10/2025		10/10/2025	345.00
Account 53160 - Instruction Totals							Invoice Transactions 1			\$345.00
Account 53990 - Other Services and Charges										
595 - Weddle Bros Construction Co., INC	108152	19-Legal Suite/HR Lactation Room/HR Suite Remodel	Paid by EFT # 68594		09/30/2025	09/30/2025	10/10/2025		10/10/2025	65,485.02
595 - Weddle Bros Construction Co., INC	108152A	10-Retainage-Legal Dept Renovations (Weddle Bros)	Paid by EFT # 68594		09/30/2025	09/30/2025	10/10/2025		10/10/2025	2,231.98
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$67,717.00
Program 100000 - Main Totals							Invoice Transactions 5			\$68,305.00
Department 10 - Legal Totals							Invoice Transactions 5			\$68,305.00



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
9730 - The MODassic Group LLC (CivicBrand)	4411	11-Professional Serv Agmt-Branding Initiative-8/2 60-70%	Paid by EFT # 68570		09/30/2025	09/30/2025	10/10/2025		10/10/2025	9,500.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals								Invoice Transactions	1	<u>\$9,500.00</u>
Account 53940 - Temporary Contractual Employee										
203 - INDIANA UNIVERSITY	96396657	11-Work Study Grant Henry 05.11- 08.02.2025	Paid by Check # 80664		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,017.45
Account 53940 - Temporary Contractual Employee Totals								Invoice Transactions	1	<u>\$1,017.45</u>
Program 110000 - Main Totals								Invoice Transactions	2	<u>\$10,517.45</u>
Department 11 - Mayor's Office Totals								Invoice Transactions	2	<u>\$10,517.45</u>
Department 12 - Human Resources										
Program 120000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19PR-CMCW- 91MM	12- K. Scales Supplies- name tags, post-it sticky easel pads	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	69.73
Account 52110 - Office Supplies Totals								Invoice Transactions	1	<u>\$69.73</u>
Account 53230 - Travel										
8799 - Stephen Anthony Johnson	RECFAIR- 9.2025	12-per diem/hotel/gas- TSU Recruiting Fair- Nashville,TN-9/18-9/20	Paid by EFT # 68483		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,246.90
10010 - Sharmaine (Sharr) Pechac	SHRMCONF- 8.2025	12-per diem/mileage/pkg- SHRM Conf-Indy-8/18- 8/20/25	Paid by EFT # 68526		09/30/2025	09/30/2025	10/10/2025		10/10/2025	447.00
Account 53230 - Travel Totals								Invoice Transactions	2	<u>\$1,693.90</u>
Account 53990 - Other Services and Charges										
595 - Weddle Bros Construction Co., INC	108152	19-Legal Suite/HR Lactation Room/HR Suite Remodel	Paid by EFT # 68594		09/30/2025	09/30/2025	10/10/2025		10/10/2025	70,532.00
9169 - Baker Tilly US, LLP	BT3301031	12- Pay practices and policies consultation- 8/29/25	Paid by EFT # 68364		09/30/2025	09/30/2025	10/10/2025		10/10/2025	19,300.00
250 - Crowe LLP	CI-238247	12-Compensation Consult Contract Amendment-9/22/25	Paid by EFT # 68405		09/30/2025	09/30/2025	10/10/2025		10/10/2025	320.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	3	<u>\$90,152.00</u>
Program 120000 - Main Totals								Invoice Transactions	6	<u>\$91,915.63</u>
Department 12 - Human Resources Totals								Invoice Transactions	6	<u>\$91,915.63</u>



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 13 - Planning										
Program 130000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DQ3-9GFH-9KFR	13- Address labels for public meeting mailers	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	56.98
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RD9-QKHG-7YCK	13- Red stickers for resident map placing	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	5.98
Account 52110 - Office Supplies Totals							Invoice Transactions 2			\$62.96
Account 53990 - Other Services and Charges										
6235 - Toole Design Group, LLC	CMH.00168_28	13-Corridor Study-College&Walnut-45/46 Bypass to Allen-08/29/25	Paid by EFT # 68577		09/30/2025	09/30/2025	10/10/2025		10/10/2025	28,814.95
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$28,814.95
Program 130000 - Main Totals							Invoice Transactions 3			\$28,877.91
Department 13 - Planning Totals							Invoice Transactions 3			\$28,877.91
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1J6C-3KX3-49PT	19 - bulletin board strips for new office	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	62.99
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$62.99
Account 52430 - Uniforms and Tools										
19171 - Vestis Group, INC (FKA Aramark)	4080199486	19-(11) uniform pants for R Flake - 9/11/2025	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	14.20
19171 - Vestis Group, INC (FKA Aramark)	4080200468	19-(11) Uniform pants for R Flake - 9/18/2025	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	14.20
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 2			\$28.40
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	69174	19-monthly pest control-Counsel-9/19/25	Paid by EFT # 68422		09/30/2025	09/30/2025	10/10/2025		10/10/2025	75.00
Account 53140 - Exterminator Services Totals							Invoice Transactions 1			\$75.00
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	ZW30976	19-SA-City Hall-OOTM-discolored water-CBU issue-6/30/25	Paid by EFT # 68453		09/30/2025	09/30/2025	10/10/2025		10/10/2025	151.00
321 - Harrell Fish, INC (HFI)	ZW30986	19-SA-City Hall repair air unit 2.1E-7/15/25	Paid by EFT # 68453		09/30/2025	09/30/2025	10/10/2025		10/10/2025	965.11
321 - Harrell Fish, INC (HFI)	ZW30988	19-SA-City Hall repair air unit in HR-7/17/25	Paid by EFT # 68453		09/30/2025	09/30/2025	10/10/2025		10/10/2025	454.00
321 - Harrell Fish, INC (HFI)	ZW30998	19-SA-City Hall repair Chambers chiller-8/4/25	Paid by EFT # 68453		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,458.36



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN1043849	19-City Hall Annual Fire Extinguisher Inspection 2025	Paid by EFT # 68493		09/30/2025	09/30/2025	10/10/2025		10/10/2025	542.25
								Account 53610 - Building Repairs Totals	Invoice Transactions 5	\$3,570.72
								Program 190000 - Main Totals	Invoice Transactions 9	\$3,737.11
								Department 19 - Facilities Maintenance Totals	Invoice Transactions 9	\$3,737.11
Department 20 - Street										
Program 20CRED - STREET CRED										
Account 54510 - Other Capital Outlays										
9660 - CASE Construction, INC	25-017	20-Downtown Alley Renovation (includes CO)-95%-8/18/25	Paid by EFT # 68391		09/30/2025	09/30/2025	10/10/2025		10/10/2025	156,104.41
								Account 54510 - Other Capital Outlays Totals	Invoice Transactions 1	\$156,104.41
								Program 20CRED - STREET CRED Totals	Invoice Transactions 1	\$156,104.41
								Department 20 - Street Totals	Invoice Transactions 1	\$156,104.41
Department 28 - ITS										
Program 280000 - Main										
Account 52110 - Office Supplies										
5103 - Staples Contract & Commercial, INC	6042656204	28-(10) City Hall Copy Paper 09/16/25	Paid by EFT # 68560		09/30/2025	09/30/2025	10/10/2025		10/10/2025	394.90
								Account 52110 - Office Supplies Totals	Invoice Transactions 1	\$394.90
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WC3-XQFW-46XD	28-ITS Headphones for V. Jones	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	182.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19LF-HGL6-CYCX	28-Phone Cord Landline	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	9.99
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	\$192.98
Account 53210 - Telephone										
1079 - AT&T	812339226109-25	28-phone charges 08/20/25-09/19/25-#812 339-2261 261 1	Paid by Check # 80650		10/01/2025	10/01/2025	10/01/2025		10/01/2025	3,505.99
								Account 53210 - Telephone Totals	Invoice Transactions 1	\$3,505.99
Account 53640 - Hardware and Software Maintenance										
3989 - Ricoh USA, INC	5072045482	28-ACC/BPD Copier/Printer Maintenance 08/01/25-08/31/25	Paid by EFT # 68542		09/30/2025	09/30/2025	10/10/2025		10/10/2025	466.04



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 28 - ITS										
Program 280000 - Main										
Account 53640 - Hardware and Software Maintenance										
3989 - Ricoh USA, INC	5072045500	28-4th ST Garage Copier/Printer Maintenance 08/01/25-08/31/25	Paid by EFT # 68542		09/30/2025	09/30/2025	10/10/2025		10/10/2025	27.69
3989 - Ricoh USA, INC	5072045514	28-City Civil Copier/Printer Maintenance 08/01/25-08/31/25	Paid by EFT # 68542		09/30/2025	09/30/2025	10/10/2025		10/10/2025	2,871.05
Account 53640 - Hardware and Software Maintenance Totals								Invoice Transactions	3	\$3,364.78
Account 53910 - Dues and Subscriptions										
8441 - Promevo Holdings, INC (Promevo, LLC)	269717	28-Google Workspace 09/18/25-01/26/28	Paid by EFT # 68534		09/30/2025	09/30/2025	10/10/2025		10/10/2025	748.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$748.00
Program 280000 - Main Totals								Invoice Transactions	8	\$8,206.65
Department 28 - ITS Totals								Invoice Transactions	8	\$8,206.65
Fund 1101 - General Totals								Invoice Transactions	70	\$431,130.50
Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	136K-6WYR-4NND	20-Admin Office Supplies (Pens & Alcohol Glass Cleaner)	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	31.29
Account 52110 - Office Supplies Totals								Invoice Transactions	1	\$31.29
Account 52210 - Institutional Supplies										
4519 - Osburn Associates, INC	INV14096	20-(10) Zephyr Sign Stands for crews	Paid by EFT # 68519		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,270.39
Account 52210 - Institutional Supplies Totals								Invoice Transactions	1	\$1,270.39
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	612928	20-(4) D battery 8pk	Paid by EFT # 68371		09/30/2025	09/30/2025	10/10/2025		10/10/2025	79.96
409 - Black Lumber Co. INC	614261	20-2PC Locking Plier Set for Milling Machine	Paid by EFT # 68371		09/30/2025	09/30/2025	10/10/2025		10/10/2025	24.99
8658 - Kleindorfer's Hardware LLC	40796	20-(4) box rags, 1 pail wipes, 1 box pad raqs	Paid by EFT # 68491		09/30/2025	09/30/2025	10/10/2025		10/10/2025	105.94
786 - Richard's Small Engine, INC	594774	20-Powercut saw chain & semi chisel for tree crew	Paid by EFT # 68541		09/30/2025	09/30/2025	10/10/2025		10/10/2025	133.12
Account 52420 - Other Supplies Totals								Invoice Transactions	4	\$344.01



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007291974	20-Advertising for 2025 De-icing Salt Bid	Paid by EFT # 68440		09/30/2025	09/30/2025	10/10/2025		10/10/2025	109.20
Account 53320 - Advertising Totals										Invoice Transactions 1
										<u>\$109.20</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080200341	20-mat/towel service- 9/17/25	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	43.63
19171 - Vestis Group, INC (FKA Aramark)	408003765	20-Credit for Pursell uniforms week of 9/17/25	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	(2.61)
19171 - Vestis Group, INC (FKA Aramark)	4080199363	20-uniform rental (minus payroll ded)- 9/10/25	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	10.31
19171 - Vestis Group, INC (FKA Aramark)	4080199364	20-mat/towel service- 9/10/25	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	43.63
19171 - Vestis Group, INC (FKA Aramark)	4080200340	20-uniform rental (minus payroll ded)- 9/17/25	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	10.31
19171 - Vestis Group, INC (FKA Aramark)	4080201305	20-uniform rental (minus payroll ded)- 9/24/25	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	9.01
19171 - Vestis Group, INC (FKA Aramark)	4080201306	20-mat/towel service- 9/24/25	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	43.63
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 7
										<u>\$157.91</u>
Account 53950 - Landfill										
365 - Rogers Group, INC	0071209783	20-Debris Disposal Fee 09/02/25 & 09/03/25	Paid by EFT # 68544		09/30/2025	09/30/2025	10/10/2025		10/10/2025	105.00
365 - Rogers Group, INC	0071209900	20-Debris Disposal Fee 09/10/25	Paid by EFT # 68544		09/30/2025	09/30/2025	10/10/2025		10/10/2025	35.00
365 - Rogers Group, INC	0071209902	20-Debris Disposal Fee 09/08/25 & 09/11/25	Paid by EFT # 68544		09/30/2025	09/30/2025	10/10/2025		10/10/2025	70.00
Account 53950 - Landfill Totals										Invoice Transactions 3
										<u>\$210.00</u>
Account 53990 - Other Services and Charges										
9660 - CASE Construction, INC	25-017	20-Downtown Alley Renovation (includes CO)-95%-8/18/25	Paid by EFT # 68391		09/30/2025	09/30/2025	10/10/2025		10/10/2025	11,686.90
19444 - Jeffery D Todd (Todd Septic Tank Service)	11995	20-Pump salt water collection tanks 09/16/25	Paid by EFT # 68576		09/30/2025	09/30/2025	10/10/2025		10/10/2025	225.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 2
										<u>\$11,911.90</u>
Program 200000 - Main Totals										Invoice Transactions 19
										<u>\$14,034.70</u>



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2201 - Motor Vehicle Highway										
								Department 20 - Street Totals	Invoice Transactions 19	\$14,034.70
								Fund 2201 - Motor Vehicle Highway Totals	Invoice Transactions 19	\$14,034.70
Fund 2202 - Local Road and Street										
Department 20 - Street										
Program 200000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
334 - Irving Materials, INC	11611734	20-Concrete materials-3802 E. Regents Circle-09/04/25	Paid by EFT # 68479		09/30/2025	09/30/2025	10/10/2025		10/10/2025	984.00
334 - Irving Materials, INC	11614778	20-Concrete materials-Regents Circle & Moores Pk- 09/10/25	Paid by EFT # 68479		09/30/2025	09/30/2025	10/10/2025		10/10/2025	736.00
334 - Irving Materials, INC	11618483	20-Concrete materials-901 N Maple St-09/17/25	Paid by EFT # 68479		09/30/2025	09/30/2025	10/10/2025		10/10/2025	392.50
								Account 52330 - Street , Alley, and Sewer Material Totals	Invoice Transactions 3	\$2,112.50
Account 52420 - Other Supplies										
9787 - Bloomington Mulch, INC (Bloomington Speedway Mulch)	003420	20-Pulverized Topsoil-Sidewalk Proj (18 Cubic yds)-09/16/25	Paid by EFT # 68376		09/30/2025	09/30/2025	10/10/2025		10/10/2025	791.82
413 - Bloomington Paint & Wallpaper Co	K7WH6	20-Vinyl Latex Flat Black Paint for Pavement Markings	Paid by Check # 80657		09/30/2025	09/30/2025	10/10/2025		10/10/2025	47.73
4574 - John Deere Financial f.s.b. (Rural King)	378449	20-Top Wind Tube for tack wagon	Paid by Check # 80665		09/30/2025	09/30/2025	10/10/2025		10/10/2025	49.99
4574 - John Deere Financial f.s.b. (Rural King)	381513	20-8 Straw bales for sidewalks	Paid by Check # 80665		09/30/2025	09/30/2025	10/10/2025		10/10/2025	63.92
								Account 52420 - Other Supplies Totals	Invoice Transactions 4	\$953.46
Account 53990 - Other Services and Charges										
9300 - Huston Electric Holding CORP (Cassady Electric)	W13632	20-Traffic Signal Electric Repairs at Kirkwood/College-7/23	Paid by EFT # 68467		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,190.67
351 - Young Trucking, INC	133848	20-Truck/Trailer Services-Moving Paver/Milling Machine 09/02/25	Paid by Check # 80675		09/30/2025	09/30/2025	10/10/2025		10/10/2025	225.00
351 - Young Trucking, INC	133977	20-Truck/Trailer Services-Moving Paver/Milling Machine 09/08/25	Paid by Check # 80675		09/30/2025	09/30/2025	10/10/2025		10/10/2025	262.50
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 3	\$1,678.17
								Program 200000 - Main Totals	Invoice Transactions 10	\$4,744.13
								Department 20 - Street Totals	Invoice Transactions 10	\$4,744.13
								Fund 2202 - Local Road and Street Totals	Invoice Transactions 10	\$4,744.13



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2203 - MVH Restricted (subfund of Motor Vehicle Highway)										
Department 20 - Street										
Program 200000 - Main										
Account 54510 - Other Capital Outlays										
319 - HNTB Corporation	0002-91379-CN-01	07-Winslow Rogers Resurfacing Proj 06/28/25-08/22/25	Paid by EFT # 68458		09/30/2025	09/30/2025	10/10/2025		10/10/2025	7,707.30
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 1			<u>\$7,707.30</u>
Program 200000 - Main Totals							Invoice Transactions 1			<u>\$7,707.30</u>
Department 20 - Street Totals							Invoice Transactions 1			<u>\$7,707.30</u>
Fund 2203 - MVH Restricted (subfund of Motor Vehicle Highway) Totals							Invoice Transactions 1			<u>\$7,707.30</u>
Fund 2207 - Parking Meter										
Department 26 - Parking										
Program 260000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TQ7-JGX1-7XJC	26-keyboard and mouse for new financial person	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	128.22
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NP9-WL6R-4XGN	26-lamp for financial office	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	49.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	14JP-C4C9-CHDL	26-office supplies for new financial person	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	202.79
Account 52110 - Office Supplies Totals							Invoice Transactions 3			<u>\$381.00</u>
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	09026	26-Marking Spray & Hammer	Paid by EFT # 68491		09/30/2025	09/30/2025	10/10/2025		10/10/2025	23.29
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$23.29</u>
Account 52430 - Uniforms and Tools										
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	9337552998	26-parking services sweatshirt for Raye Ann Cox	Paid by EFT # 68395		09/30/2025	09/30/2025	10/10/2025		10/10/2025	27.99
Account 52430 - Uniforms and Tools Totals							Invoice Transactions 1			<u>\$27.99</u>
Account 53240 - Freight / Other										
8002 - Safeguard Business Systems, INC	9008280544	26-parking services office letterhead (500 sheets)	Paid by EFT # 68545		09/30/2025	09/30/2025	10/10/2025		10/10/2025	20.21
Account 53240 - Freight / Other Totals							Invoice Transactions 1			<u>\$20.21</u>
Account 53310 - Printing										
50680 - GK Print LLC (Biller Press)	BP-9445	26-envelopes for parking citations (15,000) 07/21/25	Paid by EFT # 68443		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,764.00
50680 - GK Print LLC (Biller Press)	BP-9475	26-envelopes for parking citations 08/29/25	Paid by EFT # 68443		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,764.00



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2207 - Parking Meter										
Department 26 - Parking										
Program 260000 - Main										
Account 53310 - Printing										
8002 - Safeguard Business Systems, INC	9008280544	26-parking services office letterhead (500 sheets)	Paid by EFT # 68545		09/30/2025	09/30/2025	10/10/2025		10/10/2025	78.53
Account 53310 - Printing Totals										Invoice Transactions 3
										<u>\$3,606.53</u>
Account 53990 - Other Services and Charges										
6378 - ANN-KRISS, LLC	721-91725	26-delivery of 30 pkg meters posts (\$35/each)	Paid by EFT # 68358		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,050.00
4443 - The Sherwin Williams Company	8840-4	26-yellow curb painting Btown group to paint curbs	Paid by EFT # 68571		09/30/2025	09/30/2025	10/10/2025		10/10/2025	278.10
Account 53990 - Other Services and Charges Totals										Invoice Transactions 2
										<u>\$1,328.10</u>
Program 260000 - Main Totals										Invoice Transactions 11
										<u>\$5,387.12</u>
Department 26 - Parking Totals										Invoice Transactions 11
										<u>\$5,387.12</u>
Fund 2207 - Parking Meter Totals										Invoice Transactions 11
										<u>\$5,387.12</u>
Fund 2209 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
294 - All-Phase Electric Supply, INC	0740-1030226	04-(125) LED Lights for Parks & Rec	Paid by EFT # 68354		09/30/2025	09/30/2025	10/10/2025		10/10/2025	746.25
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1C36-GV4H-QJ3G	04-Cleaning Supplies, shelving for Arts Incubator project	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,386.16
10005 - Jane Freund	BGHIP-09.2025	04-BGHIP Grant-710 W. Dixie St-windows	Paid by EFT # 68437		09/30/2025	09/30/2025	10/10/2025		10/10/2025	750.00
5903 - William Edward Holladay, III	BGHIP-09.2025	04-BGHIP Grant-2990 S. Sare Rd-battery storage system	Paid by EFT # 68461		09/30/2025	09/30/2025	10/10/2025		10/10/2025	4,500.00
8075 - IFF (IFF Real Estate Services LLC)	INV-003783	04-SEEL Energy Assessments 50% Admin Fee-8/31/25	Paid by EFT # 68468		09/30/2025	09/30/2025	10/10/2025		10/10/2025	2,500.00
9632 - InnovaSol LLC	INNVO401LIGH T-3	04-City Hall Light Upgrades through 08/20/25 App 3 FINAL	Paid by EFT # 68476		09/30/2025	09/30/2025	10/10/2025		10/10/2025	97,124.20
10024 - Daniel Kennedy	BFHIP-09.2025	04-BGHIP Grant-3400 E. Olcott Blvd-Energy Star AC	Paid by EFT # 68487		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,500.00
4646 - Michael's Uptown Cafe, INC	BTNGRANT-09.2025	04-Safety & Cleanliness Grant-Uptown Cafe	Paid by EFT # 68508		09/30/2025	09/30/2025	10/10/2025		10/10/2025	5,000.00



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2209 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
9979 - Jason Rodriguez	BGHIP-09.2025	04-BGHIP Grant-2208 S Olde Mill Ct-Energy Star Heat Pump	Paid by EFT # 68543		09/30/2025	09/30/2025	10/10/2025		10/10/2025	2,464.00
9990 - Charles Shields (Hinkle's Hamburgers)	BTNGRANT-09.2025	04-Safety & Cleanliness Grant-Hinkle's Hamburgers	Paid by EFT # 68551		09/30/2025	09/30/2025	10/10/2025		10/10/2025	5,000.00
Account 53960 - Grants Totals							Invoice Transactions	10		\$120,970.61
Program 040000 - Main Totals							Invoice Transactions	10		\$120,970.61
Department 04 - Economic & Sustainable Dev Totals							Invoice Transactions	10		\$120,970.61
Department 28 - ITS										
Program 280000 - Main										
Account 54420 - Purchase of Equipment										
8705 - SHI International Corp	B20201002	28-SHI-Server Hardware & 36-Month Maint Serv-8/28/25-8/27/26	Paid by EFT # 68550		09/30/2025	09/30/2025	10/10/2025		10/10/2025	198,423.61
Account 54420 - Purchase of Equipment Totals							Invoice Transactions	1		\$198,423.61
Program 280000 - Main Totals							Invoice Transactions	1		\$198,423.61
Department 28 - ITS Totals							Invoice Transactions	1		\$198,423.61
Fund 2209 - LIT – Economic Development Totals							Invoice Transactions	11		\$319,394.22
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	744104	01-Amputation-Boo Boo	Paid by EFT # 68373		09/30/2025	09/30/2025	10/10/2025		10/10/2025	399.28
3376 - Bloomington Pets Alive, INC	2333759	01-spay/neuter surgeries 09/02/25-09/15/25	Paid by EFT # 68377		09/30/2025	09/30/2025	10/10/2025		10/10/2025	6,744.26
175 - Monroe County Humane Association, INC	55075	01-X rays - Saint	Paid by EFT # 68512		09/30/2025	09/30/2025	10/10/2025		10/10/2025	50.00
Account 53130 - Medical Totals							Invoice Transactions	3		\$7,193.54
Program 400101 - Animal Medical Services Totals							Invoice Transactions	3		\$7,193.54
Program 400102 - Animal Supplies										
Account 52210 - Institutional Supplies										
4045 - Datamars, INC	953115	01-Microchips, Scanners	Paid by EFT # 68408		09/30/2025	09/30/2025	10/10/2025		10/10/2025	2,475.00
4633 - Midwest Veterinary Supply, INC	26195274-001	01-Antifungals	Paid by EFT # 68510		09/30/2025	09/30/2025	10/10/2025		10/10/2025	67.12



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2300 - Donations (restricted; not used for capital items)										
Department 06 - Controller's Office										
Program 400102 - Animal Supplies										
Account 52210 - Institutional Supplies										
4633 - Midwest Veterinary Supply, INC	26343320-050	01-Fluids	Paid by EFT # 68510		09/30/2025	09/30/2025	10/10/2025		10/10/2025	83.31
4633 - Midwest Veterinary Supply, INC	26395238-000	01-Antifungals, antibiotics, needles, nebulizer supplies	Paid by EFT # 68510		09/30/2025	09/30/2025	10/10/2025		10/10/2025	177.66
4633 - Midwest Veterinary Supply, INC	26320680-100	01-Syringes, pain meds, cough tabs	Paid by EFT # 68510		09/30/2025	09/30/2025	10/10/2025		10/10/2025	286.32
4137 - Patterson Veterinary Supply, INC	3039057505	01-antifungal and antibiotics	Paid by EFT # 68524		09/30/2025	09/30/2025	10/10/2025		10/10/2025	71.80
4666 - Zoetis, INC	9029076003	01-Feline Vaccines & FeLV test kits	Paid by Check # 80676		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,103.84
4666 - Zoetis, INC	9029163068	01-Vaccines-Vanguard	Paid by Check # 80676		09/30/2025	09/30/2025	10/10/2025		10/10/2025	2,082.50
Account 52210 - Institutional Supplies Totals							Invoice Transactions	8		\$6,347.55
Program 400102 - Animal Supplies Totals							Invoice Transactions	8		\$6,347.55
Department 06 - Controller's Office Totals							Invoice Transactions	11		\$13,541.09
Fund 2300 - Donations (restricted; not used for capital items) Totals							Invoice Transactions	11		\$13,541.09
Fund 2402 - ARP COVID Local Fiscal Recovery										
Department 12 - Human Resources										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53990 - Other Services and Charges										
595 - Weddle Bros Construction Co., INC	108152	19-Legal Suite/HR Lactation Room/HR Suite Remodel	Paid by EFT # 68594		09/30/2025	09/30/2025	10/10/2025		10/10/2025	37,535.45
595 - Weddle Bros Construction Co., INC	108152B	12-Lactation room addition 5% retainage-Weddle Bros	Paid by EFT # 68594		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,975.55
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$39,511.00
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions	2		\$39,511.00
Department 12 - Human Resources Totals							Invoice Transactions	2		\$39,511.00
Fund 2402 - ARP COVID Local Fiscal Recovery Totals							Invoice Transactions	2		\$39,511.00
Fund 2506 - Community Services										
Department 09 - CFRD										
Program 090001 - Com Serv - Black Males										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	039915	09-Lemonade and Tea Mixes for Black Male Summit Meals	Paid by Check # 80667		09/30/2025	09/30/2025	10/10/2025		10/10/2025	35.83
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$35.83
Program 090001 - Com Serv - Black Males Totals							Invoice Transactions	1		\$35.83



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2506 - Community Services										
Department 09 - CFRD										
Program 090014 - Latino Programs										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MDG-L1V3-6F4V	09-Credit-return Custom Balloons-Factory Error-Fiesta del Otono	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	(39.00)
8002 - Safeguard Business Systems, INC	9008546015	09-Fiesta del Otono T-Shirts-56 of Various Sizes	Paid by EFT # 68545		09/30/2025	09/30/2025	10/10/2025		10/10/2025	506.80
8758 - Aubrey M Seader	9.19.25	09-Walmart-Reimb for Balloons, Candy for Fiesta del Otono 2025	Paid by EFT # 68548		09/30/2025	09/30/2025	10/10/2025		10/10/2025	32.34
Account 52420 - Other Supplies Totals							Invoice Transactions 3			\$500.14
Account 53990 - Other Services and Charges										
9428 - Lauren Buehrle	FIESDELONT-2025	09-Sound Engineering-Fiesta del Otono 2025-5 hours	Paid by EFT # 68386		09/30/2025	09/30/2025	10/10/2025		10/10/2025	200.00
7506 - David Davila Gonzalez	FIESDELONT-2025	09-Performance Fee-David Davila & Friends-Fiesta del Otono 2025	Paid by EFT # 68445		09/30/2025	09/30/2025	10/10/2025		10/10/2025	400.00
9468 - Victor Manuel Luna	FIESDELONT-2025	09-Performance Fee-Vic Luna Quartet-Fiesta del Otono 2025	Paid by EFT # 68500		09/30/2025	09/30/2025	10/10/2025		10/10/2025	350.00
8885 - Ivan Alejandro Maceda Vela (IAM Services LLC)	FIESDELONT-2025	09-Performance Fee-Mariachi Internacional de Bloomington	Paid by EFT # 68584		09/30/2025	09/30/2025	10/10/2025		10/10/2025	500.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 4			\$1,450.00
Program 090014 - Latino Programs Totals							Invoice Transactions 7			\$1,950.14
Department 09 - CFRD Totals							Invoice Transactions 8			\$1,985.97
Fund 2506 - Community Services Totals							Invoice Transactions 8			\$1,985.97
Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53750 - Rentals - Other										
12283 - Smithville Communications	401NMRTN-100125	25-Internet and Rental - October 2025	Paid by Check # 80655		10/01/2025	10/01/2025	10/01/2025		10/01/2025	4,629.27
Account 53750 - Rentals - Other Totals							Invoice Transactions 1			\$4,629.27
Program 254000 - Infrastructure Totals							Invoice Transactions 1			\$4,629.27
Program 256000 - Services										
Account 54450 - Equipment										
53442 - Paragon Micro, INC	S5229058	28-(15) Desktop battery backup for City	Paid by EFT # 68521		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,274.85



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2512 - Non-Reverting Telecom (\$1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 54450 - Equipment										
53442 - Paragon Micro, INC	S5226392	28-(1) Dell Pro Micro Plus for Animal Shelter	Paid by EFT # 68521		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,019.99
53442 - Paragon Micro, INC	S5226465	28-Power Cable for Asia	Paid by EFT # 68521		09/30/2025	09/30/2025	10/10/2025		10/10/2025	70.99
Account 54450 - Equipment Totals							Invoice Transactions	3		\$2,365.83
Program 256000 - Services Totals							Invoice Transactions	3		\$2,365.83
Department 25 - Telecommunications Totals							Invoice Transactions	4		\$6,995.10
Fund 2512 - Non-Reverting Telecom (\$1146) Totals							Invoice Transactions	4		\$6,995.10
Fund 2520 - Parking Facilities(\$9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 52420 - Other Supplies										
3397 - Evens Time, INC	93060	26-proximity cards for all monthly parkers (200)	Paid by EFT # 68425		09/30/2025	09/30/2025	10/10/2025		10/10/2025	523.96
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$523.96
Account 52430 - Uniforms and Tools										
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	9339020407	26-city uniform shirt for parking garage manager	Paid by EFT # 68395		09/30/2025	09/30/2025	10/10/2025		10/10/2025	28.99
Account 52430 - Uniforms and Tools Totals							Invoice Transactions	1		\$28.99
Account 53510 - Electrical Services										
223 - Duke Energy	9101205747430 925	26-Trades Garage-489 W. 10th-elec chgs 08/21/25-09/19/25	Paid by Check # 80652		10/01/2025	10/01/2025	10/01/2025		10/01/2025	112.64
Account 53510 - Electrical Services Totals							Invoice Transactions	1		\$112.64
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	C019324	26-4th Street Garage backflow testing-7/7/25	Paid by EFT # 68453		09/30/2025	09/30/2025	10/10/2025		10/10/2025	180.00
5605 - Photizo, LLC (Fish Window Cleaning)	3120-20490	6-all windows washed inside and out at parking services office	Paid by EFT # 68529		09/30/2025	09/30/2025	10/10/2025		10/10/2025	180.00
9985 - J. Luke Watson (Watson Lawn Service)	031	26-Weeding, pruning and trimming all mulched beds-9/19	Paid by EFT # 68593		09/30/2025	09/30/2025	10/10/2025		10/10/2025	800.00
Account 53610 - Building Repairs Totals							Invoice Transactions	3		\$1,160.00
Program 260000 - Main Totals							Invoice Transactions	6		\$1,825.59
Department 26 - Parking Totals							Invoice Transactions	6		\$1,825.59
Fund 2520 - Parking Facilities(\$9502) Totals							Invoice Transactions	6		\$1,825.59



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2521 - Alternative Transport(S6301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 43170.0004 - Residential Neighborhood Permits Zone # 4										
Mark Percy	PEARCY-092525	26-Customer purchased wrong permit online, only needed visitor	Paid by Check # 80682		09/30/2025	09/30/2025	10/10/2025		10/10/2025	52.00
Account 43170.0004 - Residential Neighborhood Permits Zone # 4 Totals								Invoice Transactions 1		\$52.00
Account 43170.0010 - Residential Neighborhood Permits Zone # 10										
John Kincaid	KINCAID-091925	26-Paid twice for the same vehicle temp permit Zone 10	Paid by Check # 80677		09/30/2025	09/30/2025	10/10/2025		10/10/2025	52.00
Account 43170.0010 - Residential Neighborhood Permits Zone # 10 Totals								Invoice Transactions 1		\$52.00
Account 43170.0011 - Residential Neighborhood Permits Zone #11										
Stephanie Hunter McMahon	MCMAHON-081225	26-Customer purchased a permit as a homeowner, didn't buy home	Paid by Check # 80679		09/30/2025	09/30/2025	10/10/2025		10/10/2025	52.00
Account 43170.0011 - Residential Neighborhood Permits Zone #11 Totals								Invoice Transactions 1		\$52.00
Program 020000 - Main Totals								Invoice Transactions 3		\$156.00
Department 02 - Public Works Totals								Invoice Transactions 3		\$156.00
Department 26 - Parking										
Program 260000 - Main										
Account 53310 - Printing										
50680 - GK Print LLC (Biller Press)	BP-9445	26-envelopes for parking citations (15,000) 07/21/25	Paid by EFT # 68443		09/30/2025	09/30/2025	10/10/2025		10/10/2025	441.00
50680 - GK Print LLC (Biller Press)	BP-9475	26-envelopes for parking citations 08/29/25	Paid by EFT # 68443		09/30/2025	09/30/2025	10/10/2025		10/10/2025	441.00
Account 53310 - Printing Totals								Invoice Transactions 2		\$882.00
Program 260000 - Main Totals								Invoice Transactions 2		\$882.00
Department 26 - Parking Totals								Invoice Transactions 2		\$882.00
Fund 2521 - Alternative Transport(S6301) Totals								Invoice Transactions 5		\$1,038.00
Fund 4401 - Cumulative Capital Improvement - Cigarette Tax										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
334 - Irving Materials, INC	11617760	20-Concrete materials- Regents Circle- 09/16/25	Paid by EFT # 68479		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,215.00



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
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	0071209901	20-#7 commercial stone for Sidewalk Projects 09/10/25	Paid by EFT # 68544		09/30/2025	09/30/2025	10/10/2025		10/10/2025	101.44
365 - Rogers Group, INC	0071209903	20-#11 commercial stone for projects 09/09/25	Paid by EFT # 68544		09/30/2025	09/30/2025	10/10/2025		10/10/2025	706.82
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	3	\$2,023.26
Program 020000 - Main Totals								Invoice Transactions	3	\$2,023.26
Department 02 - Public Works Totals								Invoice Transactions	3	\$2,023.26
Fund 4401 - Cumulative Capital Improvement - Cigarette Tax Totals								Invoice Transactions	3	\$2,023.26
Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
5149 - E&B Paving, INC	30067334	20-Asphalt-paving Blair St 09/11/25	Paid by EFT # 68417		09/30/2025	09/30/2025	10/10/2025		10/10/2025	19,889.07
5149 - E&B Paving, INC	30067394	20-Asphalt-patching 09/15/25	Paid by EFT # 68417		09/30/2025	09/30/2025	10/10/2025		10/10/2025	189.21
5149 - E&B Paving, INC	30066838	20-Asphalt-patching Discovery Pkwy 08/27/25	Paid by EFT # 68417		09/30/2025	09/30/2025	10/10/2025		10/10/2025	784.21
5149 - E&B Paving, INC	30067244	20-Asphalt-patching-street cut Landmark & 2nd St. 09/09/25=ST pt	Paid by EFT # 68417		09/30/2025	09/30/2025	10/10/2025		10/10/2025	183.26
5149 - E&B Paving, INC	30067420	20-Asphalt-surface Monroe St & patching- 09/16/25-09/17/25	Paid by EFT # 68417		09/30/2025	09/30/2025	10/10/2025		10/10/2025	24,427.54
5149 - E&B Paving, INC	30067454	20-Asphalt-patching 09/18/25	Paid by EFT # 68417		09/30/2025	09/30/2025	10/10/2025		10/10/2025	202.90
334 - Irving Materials, INC	11606960	20-Concrete materials-Discovery Parkway Repair-8/26/25	Paid by EFT # 68479		09/30/2025	09/30/2025	10/10/2025		10/10/2025	5,062.50
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	7	\$50,738.69
Program 020000 - Main Totals								Invoice Transactions	7	\$50,738.69
Department 02 - Public Works Totals								Invoice Transactions	7	\$50,738.69
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
9519 - Resolution Group INC	9709	07 - Crosswalks Ph2, CE through 05/31/25	Paid by EFT # 68539		09/30/2025	09/30/2025	10/10/2025		10/10/2025	6,232.24



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4402 - Cumulative Capital Development										
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
9519 - Resolution Group INC	10068	07 - Crosswalks Ph2, CE through 08/30/25	Paid by EFT # 68539		09/30/2025	09/30/2025	10/10/2025		10/10/2025	21,210.53
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	2		\$27,442.77
Program 070000 - Main Totals							Invoice Transactions	2		\$27,442.77
Department 07 - Engineering Totals							Invoice Transactions	2		\$27,442.77
Fund 4402 - Cumulative Capital Development Totals							Invoice Transactions	9		\$78,181.46
Fund 4667 - Econ Dev LIT Bonds of 2022										
Department 06 - Controller's Office										
Program 08FIRL - Fire Logistics										
Account 54510 - Other Capital Outlays										
18844 - First Financial Bank, N.A.	WEDLOGIS-App 1	08-Weddle Bros-BFD Logistics/Training Fac- 6226.00-App 1	Paid by Check # 80661		09/30/2025	09/30/2025	10/10/2025		10/10/2025	71,121.96
595 - Weddle Bros Construction Co., INC	WEDLOGIS-App 1	08-CMC Const/GM-BFD Logistics/Training Fac- 6226.00-App 1	Paid by EFT # 68594		09/30/2025	09/30/2025	10/10/2025		10/10/2025	640,097.59
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	2		\$711,219.55
Program 08FIRL - Fire Logistics Totals							Invoice Transactions	2		\$711,219.55
Department 06 - Controller's Office Totals							Invoice Transactions	2		\$711,219.55
Fund 4667 - Econ Dev LIT Bonds of 2022 Totals							Invoice Transactions	2		\$711,219.55
Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 52430 - Uniforms and Tools										
793 - Indiana Safety Company, INC	0336367-IN	16-safety vests for employees	Paid by EFT # 68473		09/30/2025	09/30/2025	10/10/2025		10/10/2025	132.20
Account 52430 - Uniforms and Tools Totals							Invoice Transactions	1		\$132.20
Account 53130 - Medical										
9506 - Indiana University Health Urgent Care Centers, LLC	00172227-00	16-DS DOT 5 Panel E Screen-Jacobs-8/15/25	Paid by EFT # 68474		09/30/2025	09/30/2025	10/10/2025		10/10/2025	55.00
Account 53130 - Medical Totals							Invoice Transactions	1		\$55.00
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	69128	16-Bi-Monthly Pest Control - 9/08/25	Paid by EFT # 68422		09/30/2025	09/30/2025	10/10/2025		10/10/2025	125.00
Account 53140 - Exterminator Services Totals							Invoice Transactions	1		\$125.00



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53240 - Freight / Other										
793 - Indiana Safety Company, INC	0336367-IN	16-safety vests for employees	Paid by EFT # 68473		09/30/2025	09/30/2025	10/10/2025		10/10/2025	15.83
Account 53240 - Freight / Other Totals										Invoice Transactions 1
										\$15.83
Account 53410 - Liability / Casualty Premiums										
Barbara Porter	132003067148	16-Reimb-rental vehicle-Enterprise-car being fixed-8/25-9/10	Paid by Check # 80683		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,003.08
Account 53410 - Liability / Casualty Premiums Totals										Invoice Transactions 1
										\$1,003.08
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN01040642	16-Annual Fire Alarm Inspection	Paid by EFT # 68493		09/30/2025	09/30/2025	10/10/2025		10/10/2025	418.75
Account 53610 - Building Repairs Totals										Invoice Transactions 1
										\$418.75
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080199367	16-Mat Services - 09/10/2025	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080200343	16-uniform rental (minus payroll ded)- 09/17/2025	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080200344	16-Mat Services - 09/17/2025	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080199366	16-uniform rental (minus payroll ded)- 09/10/2025	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	6.48
Account 53920 - Laundry and Other Sanitation Services Totals										Invoice Transactions 4
										\$72.32
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000024680	16-trash disposal fee- 9/01-9/15/25	Paid by EFT # 68464		09/30/2025	09/30/2025	10/10/2025		10/10/2025	15,312.86
52226 - Hoosier Transfer Station-3140	3140-000024689	16-recycling fees-9/01-9/15/2025	Paid by EFT # 68464		09/30/2025	09/30/2025	10/10/2025		10/10/2025	886.00
Account 53950 - Landfill Totals										Invoice Transactions 2
										\$16,198.86
Program 160000 - Main Totals										Invoice Transactions 12
										\$18,021.04
Department 16 - Sanitation Totals										Invoice Transactions 12
										\$18,021.04
Fund 6604 - Sanitation Totals										Invoice Transactions 12
										\$18,021.04



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7008 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	092725daily	12-City URM	Paid by EFT # 68341		09/29/2025	09/29/2025	09/29/2025		09/29/2025	25.50
9375 - WEX Health INC (Chard, Snyder & Associates)	092825daily	12-City URM	Paid by EFT # 68342		09/29/2025	09/29/2025	09/29/2025		09/29/2025	10.00
9375 - WEX Health INC (Chard, Snyder & Associates)	092625daily	12-City URM	Paid by EFT # 68343		09/29/2025	09/29/2025	09/29/2025		09/29/2025	258.50
9375 - WEX Health INC (Chard, Snyder & Associates)	092925daily	12-City URM	Paid by EFT # 68344		09/30/2025	09/30/2025	09/30/2025		09/30/2025	25.88
9375 - WEX Health INC (Chard, Snyder & Associates)	093025daily	12-City URM	Paid by EFT # 68345		10/01/2025	10/01/2025	10/01/2025		10/01/2025	10.00
9375 - WEX Health INC (Chard, Snyder & Associates)	100125daily	12-City URM	Edit		10/02/2025	10/02/2025	10/02/2025			184.39
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals							Invoice Transactions 6			<u>\$514.27</u>
Program 120000 - Main Totals							Invoice Transactions 6			<u>\$514.27</u>
Department 12 - Human Resources Totals							Invoice Transactions 6			<u>\$514.27</u>
Fund 7008 - Insurance Voluntary Trust Totals							Invoice Transactions 6			<u>\$514.27</u>
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52110 - Office Supplies										
5103 - Staples Contract & Commercial, INC	6040878564	17 - Pins, utility knife, and pens	Paid by EFT # 68560		09/30/2025	09/30/2025	10/10/2025		10/10/2025	129.39
5103 - Staples Contract & Commercial, INC	6042296838	17 - Pins, Markers, markers, stapler, utility knife, and pens	Paid by EFT # 68560		09/30/2025	09/30/2025	10/10/2025		10/10/2025	345.94
Account 52110 - Office Supplies Totals							Invoice Transactions 2			<u>\$475.33</u>
Account 52230 - Garage and Motor Supplies										
50605 - Bauer Built, INC	360156886	17 - (2) 315/80R225 tires, stem valve & balance	Paid by EFT # 68367		09/30/2025	09/30/2025	10/10/2025		10/10/2025	5,984.83
50605 - Bauer Built, INC	360157071	17 - alcoa wheels, accuride wheels, mount & valve caps	Paid by EFT # 68367		09/30/2025	09/30/2025	09/22/2025	10/10/2025	10/10/2025	9,829.75
4693 - Monroe County Tire & Supply, INC	080327	17 - (6) firestone transforce tires (LT235/80R17) for 556	Paid by EFT # 68513		09/30/2025	09/30/2025	10/10/2025		10/10/2025	889.92
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions 3			<u>\$16,704.50</u>
Account 52240 - Fuel and Oil										
7854 - Premier AG CO-OP, INC (Premier Energy)	2640575	17-DEF fluid-bulk (370 gallons)-9/10/25	Paid by EFT # 68533		09/30/2025	09/30/2025	10/10/2025		10/10/2025	773.30



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52240 - Fuel and Oil										
7854 - Premier AG CO-OP, INC (Premier Energy)	24700	17-fuel-B20 PDX4 Clear on Rd (6,967 gal)-9/10/25-Henderson	Paid by EFT # 68533		09/30/2025	09/30/2025	10/10/2025		10/10/2025	22,121.62
7854 - Premier AG CO-OP, INC (Premier Energy)	24699	17-87 Regular fuel (7,764 gallons)-9/10/25-Henderson	Paid by EFT # 68533		09/30/2025	09/30/2025	10/10/2025		10/10/2025	22,873.52
7854 - Premier AG CO-OP, INC (Premier Energy)	24698	17-fuel-87 Regular (8,165 gallons)-9/10/25-Henderson	Paid by EFT # 68533		09/30/2025	09/30/2025	10/10/2025		10/10/2025	24,054.91
362 - Schaeffer Manufacturing Company	CEM2457-INV1	17 - (2) 55 gal of Synshield Synthetic oil	Paid by EFT # 68546		09/30/2025	09/30/2025	10/10/2025		10/10/2025	3,323.65
Account 52240 - Fuel and Oil Totals									Invoice Transactions 5	<u>\$73,147.00</u>
Account 52320 - Motor Vehicle Repair										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13KK-GD9K-3WXN	17 -Porta power kit & splinter remover	Paid by EFT # 68355		09/30/2025	09/30/2025	10/10/2025		10/10/2025	253.39
1107 - Best Equipment Company, INC	SI231027	17 - #508 pressure regulator	Paid by EFT # 68370		09/30/2025	09/30/2025	10/10/2025		10/10/2025	117.19
244 - Bloomington Ford, INC	5087547	17 - door moulding for 809	Paid by EFT # 68375		09/30/2025	09/30/2025	10/10/2025		10/10/2025	115.20
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	M4012163	17-#868-twin disc clutch assy & power band belt	Paid by EFT # 68382		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,894.46
594 - Curry Auto Center, INC	5121588	17 - Oil Level Indicator Switch for 574	Paid by EFT # 68407		09/30/2025	09/30/2025	10/10/2025		10/10/2025	37.20
51827 - Fire Service, INC	IN-22115	17 - Momentary switch (on/off) & Switch cap (Engine Start)	Paid by EFT # 68429		09/30/2025	09/30/2025	10/10/2025		10/10/2025	84.68
796 - Interstate Battery System of Bloomington, INC	500106220	17-batteries-31-MHD/MTP-48/H6/MTP-65HD/SP-40	Paid by EFT # 68478		09/30/2025	09/30/2025	10/10/2025		10/10/2025	639.55
4439 - JX Enterprises, INC	27453649P	17 - Fuel filter for 485	Paid by EFT # 68484		09/30/2025	09/30/2025	10/10/2025		10/10/2025	79.99
4439 - JX Enterprises, INC	27453338P	17 - convex heated mirror for 443	Paid by EFT # 68484		09/30/2025	09/30/2025	10/10/2025		10/10/2025	170.99
4439 - JX Enterprises, INC	27452727P	17 - speedometer gauge for 445	Paid by EFT # 68484		09/30/2025	09/30/2025	10/10/2025		10/10/2025	669.50
4439 - JX Enterprises, INC	27453835P	17 - Surge tank assembly for 485	Paid by EFT # 68484		09/30/2025	09/30/2025	10/10/2025		10/10/2025	906.38
7308 - MacQueen Equipment, LLC	P35511	17 -#331 cable assembly battery C & Cable assembly battery CL	Paid by EFT # 68502		09/30/2025	09/30/2025	10/10/2025		10/10/2025	216.01



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
53385 - O'Reilly Automotive Stores, INC	1903-144195	17 - cabin filter for inventory	Paid by Check # 80669		09/30/2025	09/30/2025	10/10/2025		10/10/2025	22.93
53385 - O'Reilly Automotive Stores, INC	1903-144076	17 - whip hose for shop	Paid by Check # 80669		09/30/2025	09/30/2025	10/10/2025		10/10/2025	24.99
53385 - O'Reilly Automotive Stores, INC	1903-142948	17 - megacrimp for 597	Paid by Check # 80669		09/30/2025	09/30/2025	10/10/2025		10/10/2025	33.30
53385 - O'Reilly Automotive Stores, INC	1903-142841	17 - oil filter & motor oil for 558	Paid by Check # 80669		09/30/2025	09/30/2025	10/10/2025		10/10/2025	39.50
53385 - O'Reilly Automotive Stores, INC	1903-143945	17 - fuel filter for 964	Paid by Check # 80669		09/30/2025	09/30/2025	10/10/2025		10/10/2025	56.48
53385 - O'Reilly Automotive Stores, INC	1903-144605	17 - battery cables for inventory	Paid by Check # 80669		09/30/2025	09/30/2025	10/10/2025		10/10/2025	63.98
53385 - O'Reilly Automotive Stores, INC	1903-144268	17 - cabin filter & HD air filter for inventory	Paid by Check # 80669		09/30/2025	09/30/2025	10/10/2025		10/10/2025	80.85
53385 - O'Reilly Automotive Stores, INC	1903-144275	17 - HD Fuel Filter for inventory	Paid by Check # 80669		09/30/2025	09/30/2025	10/10/2025		10/10/2025	90.22
53385 - O'Reilly Automotive Stores, INC	1903-143068	17 - megacrimps for inventory	Paid by Check # 80669		09/30/2025	09/30/2025	10/10/2025		10/10/2025	99.90
53385 - O'Reilly Automotive Stores, INC	1903-144272	17 - gloves for shop	Paid by Check # 80669		09/30/2025	09/30/2025	10/10/2025		10/10/2025	109.95
53385 - O'Reilly Automotive Stores, INC	1903-144453	17 - spring guards for inventory	Paid by Check # 80669		09/30/2025	09/30/2025	10/10/2025		10/10/2025	164.50
53385 - O'Reilly Automotive Stores, INC	1903-144552	17 - megacrimps & wheel weights for inventory	Paid by Check # 80669		09/30/2025	09/30/2025	10/10/2025		10/10/2025	279.10
53385 - O'Reilly Automotive Stores, INC	1903-144554	17 - battery cables for inventory	Paid by Check # 80669		09/30/2025	09/30/2025	10/10/2025		10/10/2025	319.90
53385 - O'Reilly Automotive Stores, INC	1903-143989	17 - (2) control arms for 254	Paid by Check # 80669		09/30/2025	09/30/2025	10/10/2025		10/10/2025	348.21
53385 - O'Reilly Automotive Stores, INC	1903-142343	17 - spring guards for inventory	Paid by Check # 80669		09/30/2025	09/30/2025	10/10/2025		10/10/2025	683.48
53385 - O'Reilly Automotive Stores, INC	1903-144204	17 - credit for spring guard, wheel seal, oil filter, alternator	Paid by Check # 80669		09/30/2025	09/30/2025	10/10/2025		10/10/2025	(385.13)
6095 - Old Dominion Brush Company, INC	9645025	17 - #467 drive chain	Paid by EFT # 68518		09/30/2025	09/30/2025	10/10/2025		10/10/2025	105.11
3286 - Peacetree, INC (PEI Maintenance)	4431	17- increased valve detector time to allow valve to open	Paid by EFT # 68525		09/30/2025	09/30/2025	10/10/2025		10/10/2025	142.50
4180 - Reynolds Farm Equipment, INC	P50591	17 - #723 gear case arm. drive shaft	Paid by EFT # 68540		09/30/2025	09/30/2025	10/10/2025		10/10/2025	4,081.18



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
54351 - Sternberg, INC	989677	17 - gasket for 341	Paid by EFT # 68562		09/30/2025	09/30/2025	10/10/2025		10/10/2025	50.86
54351 - Sternberg, INC	989643	17 - oil & fuel filter for 964	Paid by EFT # 68562		09/30/2025	09/30/2025	10/10/2025		10/10/2025	110.71
54351 - Sternberg, INC	989656	17 - DFN Sensor for inventory	Paid by EFT # 68562		09/30/2025	09/30/2025	10/10/2025		10/10/2025	198.35
54351 - Sternberg, INC	989640	17 - #680 Suppaiden tube, retuaiden tube, oil filter and filter	Paid by EFT # 68562		09/30/2025	09/30/2025	10/10/2025		10/10/2025	371.85
622 - Truck Country of Indiana, INC (Stoops Freightliner)	X301987366:02	17 - RH hood hinge handle & pressure park brake switch for 964	Paid by EFT # 68578		09/30/2025	09/30/2025	10/10/2025		10/10/2025	237.98
622 - Truck Country of Indiana, INC (Stoops Freightliner)	X301988018:01	17 - inversion relay valve for 964	Paid by EFT # 68578		09/30/2025	09/30/2025	10/10/2025		10/10/2025	624.96
7555 - VoMac Truck Sales & Service INC	123167T	17 - drain hose (2) for shop	Paid by EFT # 68589		09/30/2025	09/30/2025	10/10/2025		10/10/2025	104.30
7555 - VoMac Truck Sales & Service INC	123109T	17 - drain hose (2) for shop	Paid by EFT # 68589		09/30/2025	09/30/2025	10/10/2025		10/10/2025	104.30
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW6997	17 - Oil filter for inventory	Paid by EFT # 68602		09/30/2025	09/30/2025	10/10/2025		10/10/2025	11.58
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW6995	17 - odour & particles filters & oil filters for inventory	Paid by EFT # 68602		09/30/2025	09/30/2025	10/10/2025		10/10/2025	69.90
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NW7476	17 - top cop brake pad & brake rotor assembly for inventory	Paid by EFT # 68602		09/30/2025	09/30/2025	10/10/2025		10/10/2025	400.95
Account 52320 - Motor Vehicle Repair Totals								Invoice Transactions 42		\$13,831.23
Account 52420 - Other Supplies										
177 - Indiana Oxygen Company, INC	10711280	17 - torch cylinders - 8/31/2025	Paid by EFT # 68472		09/30/2025	09/30/2025	10/10/2025		10/10/2025	307.83
177 - Indiana Oxygen Company, INC	10717882	17-Shop-5 year lease-large Acetylene & Oxygen-9/18/25-9/17/30	Paid by EFT # 68472		09/30/2025	09/30/2025	10/10/2025		10/10/2025	1,943.70
8181 - Lawson Products, INC	9312823919	17 - Steel hose clamp for shop	Paid by EFT # 68495		09/30/2025	09/30/2025	10/10/2025		10/10/2025	36.35
5103 - Staples Contract & Commercial, INC	6042377763	17 - desk	Paid by EFT # 68560		09/30/2025	09/30/2025	10/10/2025		10/10/2025	583.39
6216 - Terminal Supply, INC	54189-00	17 - shop supply, lights, seals and fittings - 9/4/25	Paid by EFT # 68568		09/30/2025	09/30/2025	10/10/2025		10/10/2025	351.27
Account 52420 - Other Supplies Totals								Invoice Transactions 5		\$3,222.54



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	69142	17-monthly pest control-9/16/25	Paid by EFT # 68422		09/30/2025	09/30/2025	10/10/2025		10/10/2025	95.00
Account 53140 - Exterminator Services Totals Invoice Transactions 1										<u>95.00</u>
Account 53620 - Motor Repairs										
9690 - Susan Fletcher (QC Transmission, LLC)	6922	17 - #571 program transmission	Paid by EFT # 68431		09/30/2025	09/30/2025	10/10/2025		10/10/2025	125.00
9690 - Susan Fletcher (QC Transmission, LLC)	6819	17 - #328 transmission repair	Paid by EFT # 68431		09/30/2025	09/30/2025	10/10/2025		10/10/2025	7,669.48
4474 - Ken's Westside Service & Towing, LLC	25-0911-106927	17-tow/hook fee-Unit 571-9/11/25	Paid by EFT # 68486		09/30/2025	09/30/2025	10/10/2025		10/10/2025	95.00
6476 - Samuel D Wray (Wray Automotive)	14647	17 - alignment for 1717	Paid by EFT # 68601		09/30/2025	09/30/2025	10/10/2025		10/10/2025	140.00
Account 53620 - Motor Repairs Totals Invoice Transactions 4										<u>\$8,029.48</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080200338	17 - City portion of uniform rentals - 9/17/2025	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	35.98
19171 - Vestis Group, INC (FKA Aramark)	4080199361	17 - City portion of uniform rentals - 9/10/2025	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	35.98
19171 - Vestis Group, INC (FKA Aramark)	4080199362	17 - mat rentals and shop towels - 9/10/2025	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	95.22
19171 - Vestis Group, INC (FKA Aramark)	4080200339	17 - mat rentals and shop towels- 9/17/2025	Paid by EFT # 68586		09/30/2025	09/30/2025	10/10/2025		10/10/2025	95.22
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 4										<u>\$262.40</u>
Program 170000 - Main Totals Invoice Transactions 66										<u>\$115,767.48</u>
Department 17 - Fleet Maintenance Totals Invoice Transactions 66										<u>\$115,767.48</u>
Fund 7702 - Fleet Maintenance Totals Invoice Transactions 66										<u>\$115,767.48</u>
Fund 7704 - Self-Insurance										
Department 10 - Legal										
Program 100000 - Main										
Account 52430 - Uniforms and Tools										
8613 - Crane's Leather & Shoe Shop, INC	8537	10-Safety Shoes-D. Fields 11M-9/10/25- 2nd pair	Paid by EFT # 68404		09/30/2025	09/30/2025	10/10/2025		10/10/2025	93.75
8613 - Crane's Leather & Shoe Shop, INC	8540	10-Safety Shoes-A. Hite 12M-9/11/25- 2nd Pair	Paid by EFT # 68404		09/30/2025	09/30/2025	10/10/2025		10/10/2025	86.25



Board of Public Works Claim Register

Invoice Date Range 09/27/25 - 10/10/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7704 - Self-Insurance										
Department 10 - Legal										
Program 100000 - Main										
Account 52430 - Uniforms and Tools										
8613 - Crane's Leather & Shoe Shop, INC	8542	10-Safety Shoes-C. Turpin 9D-9/13/25	Paid by EFT # 68404		09/30/2025	09/30/2025	10/10/2025		10/10/2025	125.00
8613 - Crane's Leather & Shoe Shop, INC	8538	10-Safety Shoes-M. Courter 8.5D-9/10/25-2nd Pair	Paid by EFT # 68404		09/30/2025	09/30/2025	10/10/2025		10/10/2025	125.00
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 4	\$430.00
Account 53130 - Medical										
9925 - Cody Turpin	PHYS CDL-2025	10-reimburse CDL physical-7/11/25	Paid by EFT # 68579		09/30/2025	09/30/2025	10/10/2025		10/10/2025	110.00
Account 53130 - Medical Totals									Invoice Transactions 1	\$110.00
Program 100000 - Main Totals									Invoice Transactions 5	\$540.00
Department 10 - Legal Totals									Invoice Transactions 5	\$540.00
Fund 7704 - Self-Insurance Totals									Invoice Transactions 5	\$540.00
Grand Totals									Invoice Transactions 261	\$1,773,561.78

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/10/25	Claims				\$1,773,561.78

\$1,773,561.78

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 **\$1,773,561.78**

Dated this 7th day of October 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 _____