

Board of Public Works Meeting

January 13, 2026



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: Appeal Request from Wells and Wells for Notice of Violation issued December 1st, 2025

Staff Representative: Kyle Baugh

Petitioner/Representative: Dan Plecki – Wells & Wells

Date: January 13th, 2026

Report: Wells and Wells was aware that their access gates were not permitted to be open in a way that effectively closes portions of the public ROW prior to the City issuing them a notice of violation for such an instance that occurred on December 1st, 2025. As an example, Engineering staff received a uReport submission (#206401) on October 25, 2025, reporting that this same gate had been left open and obstructing the path for extended periods. In response, staff contacted Wells and Wells via email on October 30, 2025, advising that all gates must remain closed when not actively in use. Wells and Wells responded shortly after and noted that the issues would be addressed. The City has no records of Wells and Wells (and their contractors) requesting a permit or coordinating with the City a plan to manage this access point/close sidewalk or direct traffic while accommodating large deliveries.

During a requested meeting with Engineering staff on December 10, 2025, representatives from Wells and Wells confirmed that the fencing gate obstructing the multiuse path had been opened outward to accommodate a large delivery vehicle. Wells and Wells staff noted the gate should have not been open in this fashion for more than 10 seconds and that a picture only captures a moment the closure was in place. The precise duration for which the gate remained in this position could not be confirmed by staff; however, the staff member that documented this condition observed it the same way about an hour later. Engineering staff advised that a logistics-specific ROW permit is a possible tool that Wells and Wells could pursue going forward if temporary closures to the public ROW are anticipated related to deliveries and site access management.

City staff first became aware of the rationale stated by Wells and Wells subcontractor on their appeal when staff received the appeal letter. The work listed in the letter is not consistent with what staff was previously told and is not consistent with what staff

observed when documenting the issue (e.g., no laborers were observed conducting the work stated in the appeal letter). Further, if this work did occur as stated in the appeal letter it would still not be acceptable to close a public facility in this fashion (e.g., complete work in another fashion, require a permit, or communicate emergency repair per city code).

Appeal of Notice of Violation
Issued for Violation of Right of Way use Chapter 12.08

Please complete this form in its entirety. Use black or blue ink and print legibly. A copy of the Notice of Violation 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 to the Public Works Department within seven (7) days the order, requirement, decision, or determination that is being appealed. You will receive notice at the address you provide below of the date your appeal will be considered by the Board of Public Works ("Board"). The Board will primarily consider the written materials submitted, including this appeal form, documents you provide, and staff recommendations. In addition, on the date given below you will have the opportunity to speak to the Board. 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: Dan Plecki

Address: 4809 E Ridgewood Dr. Bloomington, IN 47401

Phone Number: 217-560-8772

Date on Notice of Violation: 12.05.2025 12:35PM

Today's Date: 12.11.2025

Reason for Appeal:

Photograph in question does not depict accurate events of the day, understanding that the gate was swung open often to allow oversize load vehicles to make the turn into the site. There were (10) instances of deliveries where this happened on that day. I cannot say as to how long the gate was open over the sidewalk, whether it was 30 minutes or 5 seconds. Regardless, when it comes to a safety issue in the Right Of Way, I imagine the appropriate response would be to notify those responsible immediately rather than waiting for the NOV to fix the item in question. Wells and Wells Construction takes the safety of the workers on site and the general public very seriously, and is appealing the fine attributed to this item based on 1) lack of time stamp of the infraction 2) the delay in notification of the event that there was a problem, and 3) the lack evidence in this photograph as to if there was an attendant standing outside the frame nearby the gate, or not. Furthermore, Wells and Wells will make the necessary mandate that the gate needs to be chained or closed to ensure this gate never again swings outward.

(you may continue on another page if necessary)

Send notice of my appeal date to me at the following address:

4809 E Ridgewood Dr., Bloomington, IN 47401

401 N. Morton Street • Bloomington, IN 47404
349-3520

City Hall

Phone: (812) 349-3913 • Fax: (812)

www.bloomington.in.gov
e-mail:engineering@bloomington.in.gov

Signature

Date

12.11.2025

For City Use Only:

Date Appeal Received: _____ By: _____

Date Appeal Forwarded to Legal Department: _____



NOTICE OF VIOLATION

Date: December 1st, 2025

Time: 12:35 PM

Address/location: 205 E 17th St

☒ **BMC 12.08.020 Right of Way Closure or Excavation without a permit.** Any person closing, prohibiting access to, digging, cutting or excavating on or causing the same to be made in pavements or adjacent to pavements shall take out a right-of-way use permit as required by this chapter. A person shall not begin the aforementioned activities until a right-of-way use permit has been duly granted as provided in this chapter. The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff. See BMC 12.10.040(c) for right of way use violation fines.

☒ Fine for first offense: \$500.00

☐ Warning (No fine due at this time)

☒ **BMC 12.08.050(2)(f) Right of way use without approved maintenance of traffic plan.** Any person desiring to close, prohibit access to, or make any opening or excavation shall file with the transportation and traffic engineer, or their designees, a maintenance of traffic plan that is compliant with the Manual on Uniform Traffic Control Devices (MUTCD). See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine for first offense: \$500.00

☒ Warning (No fine due at this time)

Description of Violation

In October of 2025, a resident posted a complaint about the gate blocking the path for hours at a time. In response, city staff contacted our Hub 2 site contact on October 30th, 2025 asking them to keep the gate closed when not in use.

On December 3, 2025, staff observed the construction fencing gate open across the multiuse path along the north side of E 17th St, fully blocking pedestrian access. No right-of-way permit had been requested or issued authorizing a closure at this location. The fencing created an obstruction of a public pedestrian facility, and no MUTCD-compliant temporary traffic control or pedestrian detour was in place.

Description of Fine

According to **BMC Chapter 12.10 Enforcement and Penalties, Section 12.10.040 [Penalty]**, a violation of **BMC Chapter 12.08 Use of the Right of Way, Section 12.08.020** is subject to an initial five-hundred dollar (\$500.00) fine for right-of-way closure without a permit. Each day a violation is allowed to continue is considered an additional and separate violation. Subsequent violations are twice the previous fine, up to a maximum daily fine of seven thousand, five hundred dollars (\$7,500).

According to **BMC Chapter 12.10 Enforcement and Penalties, Section 12.10.040(b)**:

The following violations of this title shall be subject to the fines listed in the table below for the first offense. In addition, if a responsible party commits a second or subsequent violation of the same provision within three years of the first such violation, regardless of whether the second or subsequent violation is on the

same property as the first such violation, the listed fine for such second or subsequent offense shall be twice the previous fine, subject to the maximum set forth in subsection (a) above. (For example, a violation that is subject to a one hundred dollar fine per the table will be subject to a two hundred dollar fine for the second offense, a four hundred dollar fine for the third offense, and so forth.)

As a result of these violations, pursuant to **BMC Chapter 12.10 Enforcement and Penalties, Section 12.10.040** Wells and Wells is hereby assessed a fine of four thousand dollars (\$4,000) for violations of BMC Chapter 12.08, Section **12.08.020** right-of-way closure without permit.

Current Fine Tabulation

BMC 12.08.020 Right of Way Closure or Excavation without a permit	6/3/25 \$500
	6/3/25 \$1000 (second occurrence on same date)
	6/4/25 \$1000
	6/5/25 \$2000
	12/1/25 \$4000

The following actions are required to remedy the situation

1. As of the time that this notice is being written, no action is required to remedy the situation.
-

1. Fine must be paid within seven (7) days from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the Engineering Department at the address shown above. Please make check/money order payable to "City of Bloomington". All fines listed above may be contested in the Monroe County Circuit Courts.**
2. This NOV may be appealed, an administrative appeal must be filed with the Public Works Department within seven days of the order, requirement, decision, or determination that is being appealed.

Owner or Company Name: Wells and Wells C/O Jesse Graber

Address: 612 N Walnut st.

City: Champaign State: Illinois Zip Code: 61820

Issued by: Kyle Baugh Mail Copy to Owner: December 9th, 2025

Enclosures (3): Photo 1, notification email, appeal form

401 N. Morton Street • Bloomington, IN 47404
349-3520

City Hall

Phone: (812) 349-3913 • Fax: (812)

www.bloomington.in.gov
e-mail: engineering@bloomington.in.gov

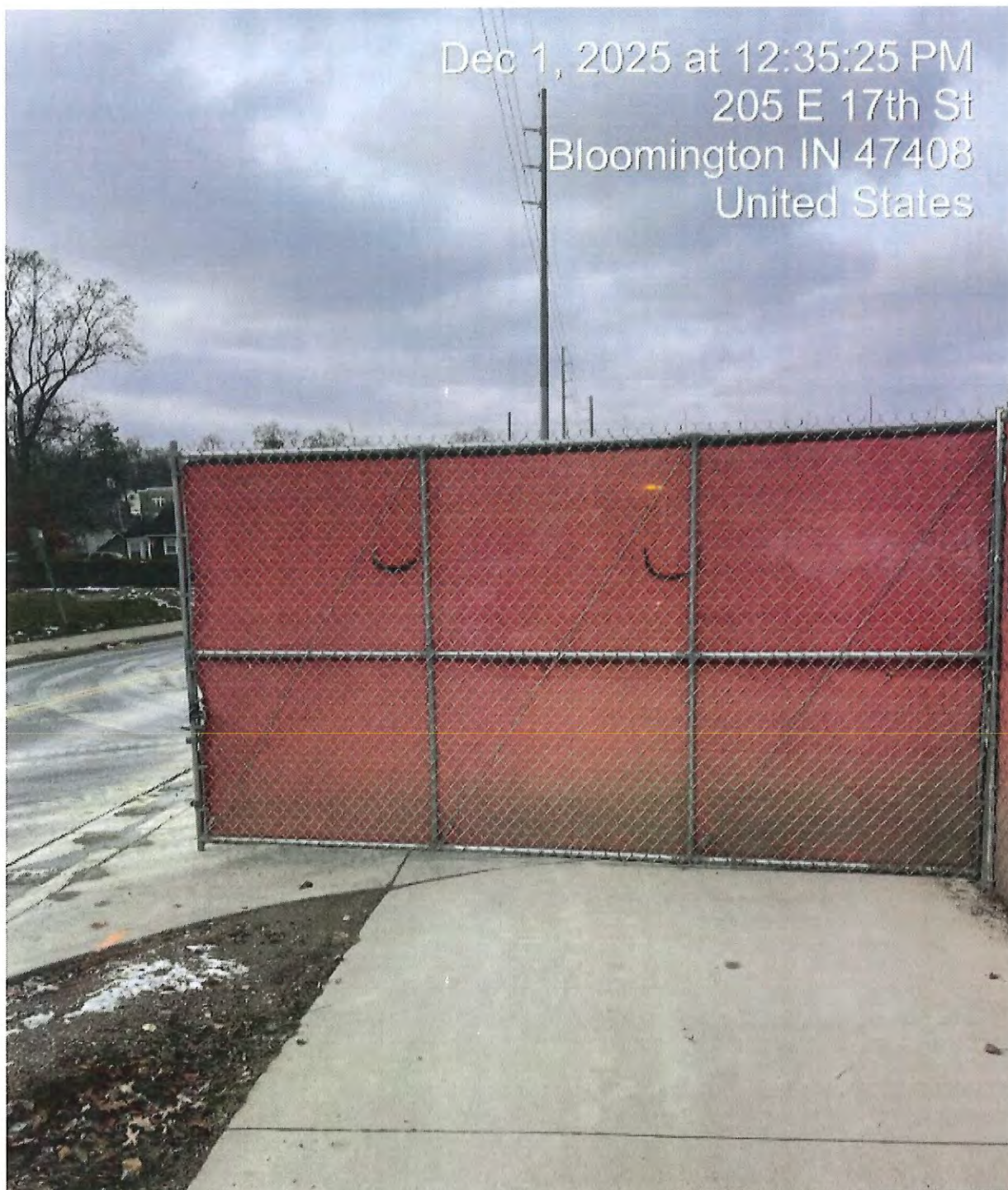


Photo 1: The photo shows the north sidewalk of E 17th St completely obstructed by a solid red construction fence panel. The fencing spans the full width of the sidewalk and is positioned directly in the pedestrian path, leaving no available route for passage. No temporary traffic control devices, sidewalk-closed signage, or pedestrian detour routing are present. The obstruction forces pedestrians into the roadway, creating an unsafe condition.



Hub 2 Issues

3 messages

Kyle Baugh <kyle.baugh@bloomington.in.gov>
To: Jesse Graber <jgraber@wellsandwells.com>
Cc: Engineering <engineering@bloomington.in.gov>

Thu, Oct 30, 2025 at 12:55

Good afternoon Jesse,

I wanted to note a couple of reported issues around the site. The gate on 17th has been left open across the sidewalk at points and obstructs the path. Can we see to it that its being closed when not in use?

Additionally we have equipment and potentially deliveries staging on Lincoln that constitute lane closures. If this is a need for the site to operate we'll have to have a ROW use permit issued, otherwise they'll need to clear out.

Please let me know if there are questions or concerns.

Thank you,

A link to our online portal can be found [here](#).



2 attachments



69fd4896511f9.png
593K



Image_20251030_123511_358.jpeg
2649K

Notification Email: In an email dated October 30, 2025, staff informed the contractor that the gate on E 17th St was obstructing the sidewalk and that equipment and deliveries along Lincoln St were resulting in unpermitted lane closures. The contractor was advised that any closure of a sidewalk or travel lane required an approved right-of-way use permit and that these issues needed to be addressed immediately. This email served as prior notice to the contractor regarding improper closures and the need for compliance with Title 12 and MUTCD standards.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS'
ORDER ON APPEAL OF NOTICE OF VIOLATION FOR VIOLATION OF
RIGHT OF WAY USE

This matter is before the Board of Public Works for an appeal of Notice of Violation (“NOV”) issued to Wells and Wells Construction (Appellant”) on December 9, 2025, for violations of Bloomington Municipal Code (“BMC”) Title 12 for right-of-way closure without permit at 205 E 17th Street, in Bloomington, IN. The Board of Public Works received information regarding the NOV at its regular meeting on January 13, 2026.

The Board of Public Works now finds as follows:

1. Appellant timely appealed the NOV.
2. BMC 12.10.050(a), in relevant part, reads as follows: “[f]or purposes of issuing a notice of violation, the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: . . . (3) Any person who, whether as property manager, principal agent, owner, lessee, tenant, contractor, builder, architect, engineer or otherwise who, either individually or in concert with another, causes, maintains, suffers or permits the violations to occur and/or to continue.” Appellant, therefore, is a responsible party.
3. On December 1, 2025, staff observed the construction fencing gate open across the multiuse path along the north side of E 17th Street, fully blocking pedestrian access. Appellant did not request and no right-of-way permit was issued authorizing a closure at this location. The fencing gate created an obstruction of a public pedestrian facility, and no temporary traffic control or pedestrian detour complaint with the Manual on Uniform Traffic Control Devices was in place. Appellant is responsible for obtaining a right-of-way permit for this closure and properly executing a pedestrian detour.

4. Appellant was assessed a fine of \$4,000 in accordance with BMC 12.10.040(b) and (c).

5. The facts *support/do not support* a finding that the Appellant did violate BMC §12.08.020 for right-of-way closure without a permit.

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

1. Upholds the NOV and assessed fines regarding the violation of BMC 12.08 (Use of the Right-of-Way).
2. Upholds the NOV regarding violation and assessed fines of _____ regarding violation of BMC 12.08 (Use of the Right-of-Way).
3. Voids the NOV and assessed fines regarding violation of BMC 12.08 (Use of the Right-of-Way).

So ordered this 13th day of January, 2026.

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



Board of Public Works Staff Report

Project/Event: Appeal Request from Wells and Wells for Notice of Violation issued December 3rd, 2025

Staff Representative: Kyle Baugh

Petitioner/Representative: James Ford – Crider & Crider

Date: January 13th, 2026

Report: During a requested meeting with Engineering staff on December 10, 2025, representatives from Wells and Wells and Crider and Crider explained that a truck had been positioned across the multiuse path intentionally with the purpose of closing the path due to concerns regarding limited sight distance for vehicles exiting the site, citing the potential for cyclists traveling through the area (westbound down the hill) at high speeds. In response, Engineering staff noted that users of the path may not know the contractors intent of closing the path with a parked vehicle and that users would likely still proceed around a parked vehicle. Engineering staff also advised that a logistics-specific ROW permit could be obtained to formally plan and implement possible temporary closures or traffic control measures desired to manage site ingress and egress. The City has no records of Wells and Wells or their contractors applying for a permit or coordinating with the City a plan to manage any public right-of-way impacts associated with their site access points prior to the assessed notice of violation being assessed. Additionally, if a line of sight issue exists due to the wrapped construction fence, an option to remove some of the wrapping or other alternatives could be considered to mitigate the concern.

City staff first became aware of the rationale stated by Wells and Wells subcontractor on their appeal when staff received the appeal letter. The work listed in the letter is not consistent with what staff was previously told and is not consistent with what staff observed when documenting the issue (e.g., no laborers were observed conducting the work stated in the appeal letter). Further, if this work did occur as stated in the appeal letter it would still not be acceptable to close a public facility in this fashion (e.g., complete work in another fashion, require a permit, or communicate emergency repair per city code).

Appeal of Notice of Violation
Issued for Violation of Right of Way use Chapter 12.08

Please complete this form in its entirety. Use black or blue ink and print legibly. A copy of the Notice of Violation 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 to the Public Works Department within seven (7) days the order, requirement, decision, or determination that is being appealed. You will receive notice at the address you provide below of the date your appeal will be considered by the Board of Public Works ("Board"). The Board will primarily consider the written materials submitted, including this appeal form, documents you provide, and staff recommendations. In addition, on the date given below you will have the opportunity to speak to the Board. 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: Jesse Graber

Address: 612 N Walnut Street Champaign, IL 61820

Phone Number: 217-689-8620

Date on Notice of Violation: 12/3/25 Today's Date: 12/12/25

Reason for Appeal:

See the attached letter.

(you may continue on another page if necessary)

Send notice of my appeal date to me at the following address:

401 N. Morton Street ▪ Bloomington, IN 47404
349-3520

City Hall

Phone: (812) 349-3913 ▪ Fax: (812)

www.bloomington.in.gov
e-mail: engineering@bloomington.in.gov

Jesse Graber

12/12/25

Signature

Date

For City Use Only:

Date Appeal Received: _____ By: _____

Date Appeal Forwarded to Legal Department: _____

James E. Ford, Crider & Crider

1900 Liberty Drive

Bloomington, IN 47403

(812) 803-0057

jford@criderandcrider.com

Date: 12/12/2025

To:

Board of Public Works

City of Bloomington

Subject: Appeal of Notice of Violation – December 3, 2025 (E 17th Street, Bloomington, IN)

To Whom It May Concern,

I am writing to formally appeal the notice of violation issued on December 9th, 2025, regarding a company construction vehicle parked in the multi-use path on E 17th Street in Bloomington, Indiana.

On that date, my crew was responding to an urgent maintenance issue involving a damaged inlet protection system. The inlet had been struck by a snowplow, creating a significant drainage hazard that could have led to flooding, sediment runoff, or damage to nearby properties if left unaddressed. Upon identifying the problem, we took immediate action to repair the inlet protection rather than risk the hazard worsening or causing harm to the public or surrounding property.

To safely conduct the repair, it was necessary to position the construction truck near the inlet so laborers could access tools and replacement materials. The truck served as a visual warning of construction activity and the presence of a hazard in the area under emergency

circumstances. For maximum visibility, the truck's high intensity flashing safety lights were activated to alert approaching vehicles and pedestrians to the active work zone. Workers were equipped with high-visibility clothing, and we kept the work area as contained as possible to maintain pedestrian safety while ensuring the crew had a safe working environment.

The vehicle was not parked on the sidewalk to obstruct pedestrian access, but strictly to facilitate an immediate safety repair and protect both workers and the public. This was not permit-required construction work; it was urgent corrective maintenance. If anything, the situation would more appropriately fall under a standard parking consideration rather than a violation tied to unpermitted construction activity.

Given these circumstances, I respectfully request that the violation be reconsidered. The actions taken on December 3rd were solely in the interest of public safety, property protection, and responsible maintenance.

Thank you for your time and consideration. I am happy to provide photos, documentation, or any additional information the Board may require.

Sincerely,

James E. Ford



CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT
P.O. BOX 100
401 N. MORTON STREET
BLOOMINGTON, IN 47404
www.bloomington.in.gov/engineering

NOTICE OF VIOLATION

Date: December 3rd, 2025

Time: 1:57 PM

Address/location: 205 E 17th St

☒ **BMC 12.08.020 Right of Way Closure or Excavation without a permit.** Any person closing, prohibiting access to, digging, cutting or excavating on or causing the same to be made in pavements or adjacent to pavements shall take out a right-of-way use permit as required by this chapter. A person shall not begin the aforementioned activities until a right-of-way use permit has been duly granted as provided in this chapter. The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff. See BMC 12.10.040(c) for right of way use violation fines.

☒ Fine for first offense: \$500.00

☐ Warning (No fine due at this time)

☒ **BMC 12.08.050(2)(f) Right of way use without approved maintenance of traffic plan.** Any person desiring to close, prohibit access to, or make any opening or excavation shall file with the transportation and traffic engineer, or their designees, a maintenance of traffic plan that is compliant with the Manual on Uniform Traffic Control Devices (MUTCD). See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine for first offense: \$500.00

☒ Warning (No fine due at this time)

Description of Violation

On December 3, 2025, Engineering Department staff investigated a report of a vehicle parked on a sidewalk and observed a subcontractor truck parked on the multiuse path along the north side of E 17th St. No right-of-way permit had been requested or issued authorizing closure or obstruction of the sidewalk during this period. Additionally, no temporary traffic control devices were installed to provide a safe pedestrian detour as required by the Indiana Manual on Uniform Traffic Control Devices (MUTCD).

Description of Fine

According to **BMC Chapter 12.10 Enforcement and Penalties, Section 12.10.040 [Penalty]**, a violation of **BMC Chapter 12.08 Use of the Right of Way, Section 12.08.020** is subject to an initial five-hundred dollar (\$500.00) fine for right-of-way closure without a permit. Each day a violation is allowed to continue is considered an additional and separate violation. Subsequent violations are twice the previous fine, up to a maximum daily fine of seven thousand, five hundred dollars (\$7,500).

According to **BMC Chapter 12.10 Enforcement and Penalties, Section 12.10.040(b)**:

The following violations of this title shall be subject to the fines listed in the table below for the first offense. In addition, if a responsible party commits a second or subsequent violation of the same provision within three years of the first such violation, regardless of whether the second or subsequent violation is on the same property as the first such

401 N. Morton Street • Bloomington, IN 47404
349-3520

City Hall

Phone: (812) 349-3913 • Fax: (812)

www.bloomington.in.gov
e-mail: engineering@bloomington.in.gov

violation, the listed fine for such second or subsequent offense shall be twice the previous fine, subject to the maximum set forth in subsection (a) above. (For example, a violation that is subject to a one hundred dollar fine per the table will be subject to a two hundred dollar fine for the second offense, a four hundred dollar fine for the third offense, and so forth.)

As a result of these violations, pursuant to **BMC Chapter 12.10 Enforcement and Penalties, Section 12.10.040** Wells and Wells is hereby assessed a fine of seven thousand five hundred dollars (\$7,500) for violations of BMC Chapter 12.08, Section **12.08.020** right-of-way closure without permit.

Current Fine Tabulation

BMC 12.08.020 Right of Way Closure or Excavation without a permit	6/3/25 \$500
	6/3/25 \$1,000 (second occurrence on same date)
	6/4/25 \$1,000
	6/5/25 \$2,000
	12/1/25 \$4,000
	12/3/25 \$7,500

The following actions are required to remedy the situation

1. As of the time that this notice is being written, no action is required to remedy the situation.
-

1. Fine must be paid within seven (7) days from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the Engineering Department at the address shown above. Please make check/money order payable to "City of Bloomington". All fines listed above may be contested in the Monroe County Circuit Courts.**
2. This NOV may be appealed, an administrative appeal must be filed with the Public Works Department within seven days of the order, requirement, decision, or determination that is being appealed.

Owner or Company Name: Wells and Wells C/O Jesse Graber

Address: 612 N Walnut st.

City: Champaign State: Illinois Zip Code: 61820

Issued by: Kyle Baugh Mail Copy to Owner: December 9th, 2025

Enclosures (2): Photo 1, appeal form

401 N. Morton Street • Bloomington, IN 47404
349-3520

City Hall

Phone: (812) 349-3913 • Fax: (812)

www.bloomington.in.gov
e-mail:engineering@bloomington.in.gov



Photo 1: Crider and Crider pickup truck parked directly on the north sidewalk of E 17th St. Snow is present on both sides of the pedestrian path, but the truck is occupying the full multiuse path width, preventing pedestrian use. Temporary traffic control devices are absent, and no signage indicates that the sidewalk is closed or restricted.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS'
ORDER ON APPEAL OF NOTICE OF VIOLATION FOR VIOLATION OF
RIGHT OF WAY USE

This matter is before the Board of Public Works for an appeal of Notice of Violation (“NOV”) issued to Wells and Wells Construction (Appellant”) on December 9, 2025, for violations of Bloomington Municipal Code (“BMC”) Title 12 for right-of-way closure without permit at 205 E 17th Street, in Bloomington, IN. The Board of Public Works received information regarding the NOV at its regular meeting on January 13, 2026.

The Board of Public Works now finds as follows:

1. Appellant timely appealed the NOV.
2. BMC 12.10.050(a), in relevant part, reads as follows: “[f]or purposes of issuing a notice of violation, the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: . . . (3) Any person who, whether as property manager, principal agent, owner, lessee, tenant, contractor, builder, architect, engineer or otherwise who, either individually or in concert with another, causes, maintains, suffers or permits the violations to occur and/or to continue.” Appellant, therefore, is a responsible party.
3. On December 3, 2025, staff observed a subcontractor’s truck parked on the multiuse path along the north side of E 17th Street. Appellant did not request and no right-of-way permit was issued authorizing closure or obstruction of the sidewalk during this time period. Additionally, no temporary traffic control devices were installed to provide a safe pedestrian detour in accordance with the Manual on Uniform Traffic Control Devices. Appellant is responsible for obtaining a right-of-way permit for this closure and properly executing a pedestrian detour.

4. Appellant was assessed a fine of \$7,500 in accordance with BMC 12.10.040(b) and (c).

5. The facts *support/do not support* a finding that the Appellant did violate BMC §12.08.020 for right-of-way closure without a permit.

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

1. Upholds the NOV and assessed fines regarding the violation of BMC 12.08 (Use of the Right-of-Way).
2. Upholds the NOV regarding violation and assessed fines of _____ regarding violation of BMC 12.08 (Use of the Right-of-Way).
3. Voids the NOV and assessed fines regarding violation of BMC 12.08 (Use of the Right-of-Way).

So ordered this 13th day of January, 2026.

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



Board of Public Works Staff Report

Project/Event:	Appeal Request from Wells and Wells for Notice of Violation issued December 5th, 2025
Staff Representative:	Kyle Baugh
Petitioner/Representative:	Jesse Graber – Wells & Wells
Date:	January 13 th , 2026

Report: On Wednesday, December 3, 2025, Wells and Wells submitted a ROW permit application requesting approval for a closure of Lincoln Street scheduled for Friday, December 5, 2025. Due to the number of unresolved compliance issues at the site at that time, staff did not prioritize approval of the requested closure. This practice is consistent with City Code (12.10.050) which enables Engineering Department staff to “Revoke or withhold other approvals, certificates and/or permits relevant to the site on which the violation has occurred or to the parties committing the violation” in order to assist with remedying conditions.

On December 5, 2025, Engineering staff inspected the area of the proposed closure and observed that Lincoln Street had been closed by Wells and Wells without an approved ROW permit and without the installation of proper temporary traffic control devices.

Appeal of Notice of Violation
Issued for Violation of Right of Way use Chapter 12.08

Please complete this form in its entirety. Use black or blue ink and print legibly. A copy of the Notice of Violation 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 to the Public Works Department within seven (7) days the order, requirement, decision, or determination that is being appealed. You will receive notice at the address you provide below of the date your appeal will be considered by the Board of Public Works ("Board"). The Board will primarily consider the written materials submitted, including this appeal form, documents you provide, and staff recommendations. In addition, on the date given below you will have the opportunity to speak to the Board. 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: Wells and Wells Construction

Address: 612 N Walnut St Champaign IL 61820

Phone Number: 217-356-7030

Date on Notice of Violation: Dec 5, 2025

Today's Date: Dec 11, 2025

Reason for Appeal:

All work was completed as coordinated
with Maria McCormick, manager. Issuance
of a fine with a pre-coordinated MOT
during ongoing construction is not acceptable
to wells and wells as we acted fully in good
faith in this matter.

(you may continue on another page if necessary)

Send notice of my appeal date to me at the following address:

612 N Walnut Champaign IL 61820

Signature

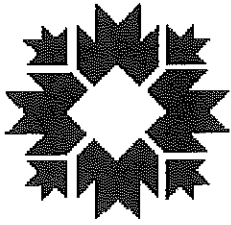
Date

12-11-25

For City Use Only:

Date Appeal Received: _____ By: _____

Date Appeal Forwarded to Legal Department: _____



CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT
P.O. BOX 100
401 N. MORTON STREET
BLOOMINGTON, IN 47404
www.bloomington.in.gov/engineering

NOTICE OF VIOLATION

Date: December 5th, 2025 **Time:** 11:31am **Address/location:** Address/location: 205 E 17th St

☒ **BMC 12.08.020 Right of Way Closure or Excavation without a permit.** Any person closing, prohibiting access to, digging, cutting or excavating on or causing the same to be made in pavements or adjacent to pavements shall take out a right-of-way use permit as required by this chapter. A person shall not begin the aforementioned activities until a right-of-way use permit has been duly granted as provided in this chapter. The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff. See BMC 12.10.040(c) for right of way use violation fines.

☒ Fine for first offense: \$500.00 ☐ Warning (No fine due at this time)

☒ **BMC 12.08.050(2)(f) Right of way use without approved maintenance of traffic plan.** Any person desiring to close, prohibit access to, or make any opening or excavation shall file with the transportation and traffic engineer, or their designees, a maintenance of traffic plan that is compliant with the Manual on Uniform Traffic Control Devices (MUTCD). See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine for first offense: \$500.00 ☒ Warning (No fine due at this time)

Description of Violation

On December 3rd, 2025 Wells and Wells submitted a right-of-way (ROW) permit application (permit #ROW2025-12-2146) for a 4 hour road closure on N Lincoln St adjacent to the Hub 2 development site. Approval of this permit application was not granted due to previous outstanding ROW permit fees and required remediation associated with permit #ROW2025-08-1855, as well as outstanding notice of violation fees associated with code case #CENG2025-11-0153 from the same permit.

Staff visited the site on December 5th, 2025 and found that despite there not being an issued ROW permit, two semi trailers were parked side by side on N Lincoln preventing traffic from passing on the street. A "road closed to through traffic" sign was the only temporary traffic control in place on the south side of the closure at the time of the visit.

Description of Fine

According to **BMC Chapter 12.10 Enforcement and Penalties, Section 12.10.040 [Penalty]**, a violation of **BMC Chapter 12.08 Use of the Right of Way, Section 12.08.020** is subject to an initial five-hundred dollar (\$500.00) fine for right-of-way closure without a permit, a violation of **BMC Chapter 12.08 Use of the Right of Way, Section 12.08.050(2)(f)** is subject to an initial five-hundred dollar (\$500.00) fine for right of way use without approved maintenance of traffic plan. Each day a violation is allowed to continue is considered an additional and separate violation. Subsequent violations are twice the previous fine, up to a maximum daily fine of seven thousand, five hundred dollars (\$7,500).

401 N. Morton Street • Bloomington, IN 47404
349-3520

City Hall

Phone: (812) 349-3913 • Fax: (812)

www.bloomington.in.gov
e-mail: engineering@bloomington.in.gov

According to **BMC Chapter 12.10 Enforcement and Penalties, Section 12.10.040(b)**:

The following violations of this title shall be subject to the fines listed in the table below for the first offense. In addition, if a responsible party commits a second or subsequent violation of the same provision within three years of the first such violation, regardless of whether the second or subsequent violation is on the same property as the first such violation, the listed fine for such second or subsequent offense shall be twice the previous fine, subject to the maximum set forth in subsection (a) above. (For example, a violation that is subject to a one hundred dollar fine per the table will be subject to a two hundred dollar fine for the second offense, a four hundred dollar fine for the third offense, and so forth.)

As a result of these violations, pursuant to **BMC Chapter 12.10 Enforcement and Penalties, Section 12.10.040** Wells and Wells is hereby assessed a fine of seven thousand five dollars (\$7,500) for violations of BMC Chapter 12.08, Section **12.08.020** right-of-way closure without permit.

Current Fine Tabulation

BMC 12.08.020 Right of Way Closure or Excavation without a permit	6/3/25 \$500
	6/3/25 \$1,000 (second occurrence on same date)
	6/4/25 \$1,000
	6/5/25 \$2,000
	12/1/25 \$4,000
	12/3/25 \$7,500
	12/5/25 \$7,500

The following actions are required to remedy the situation

1. As of the time that this notice is being written, no action is required to remedy the situation.
-

1. Fine must be paid within seven (7) days from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the Engineering Department at the address shown above. Please make check/money order payable to "City of Bloomington". All fines listed above may be contested in the Monroe County Circuit Courts.**
2. This NOV may be appealed, an administrative appeal must be filed with the Public Works Department within seven days of the order, requirement, decision, or determination that is being appealed.

401 N. Morton Street • Bloomington, IN 47404
349-3520

City Hall

Phone: (812) 349-3913 • Fax: (812)

www.bloomington.in.gov
e-mail: engineering@bloomington.in.gov

Owner or Company Name: Wells and Wells C/O Jesse Graber

Address: 612 N Walnut st.

City: Champaign State: Illinois Zip Code: 61820

Issued by: Kyle Baugh Mail Copy to Owner: December 9th, 2025

Enclosures (3): Photo 1, Photo 2, appeal form

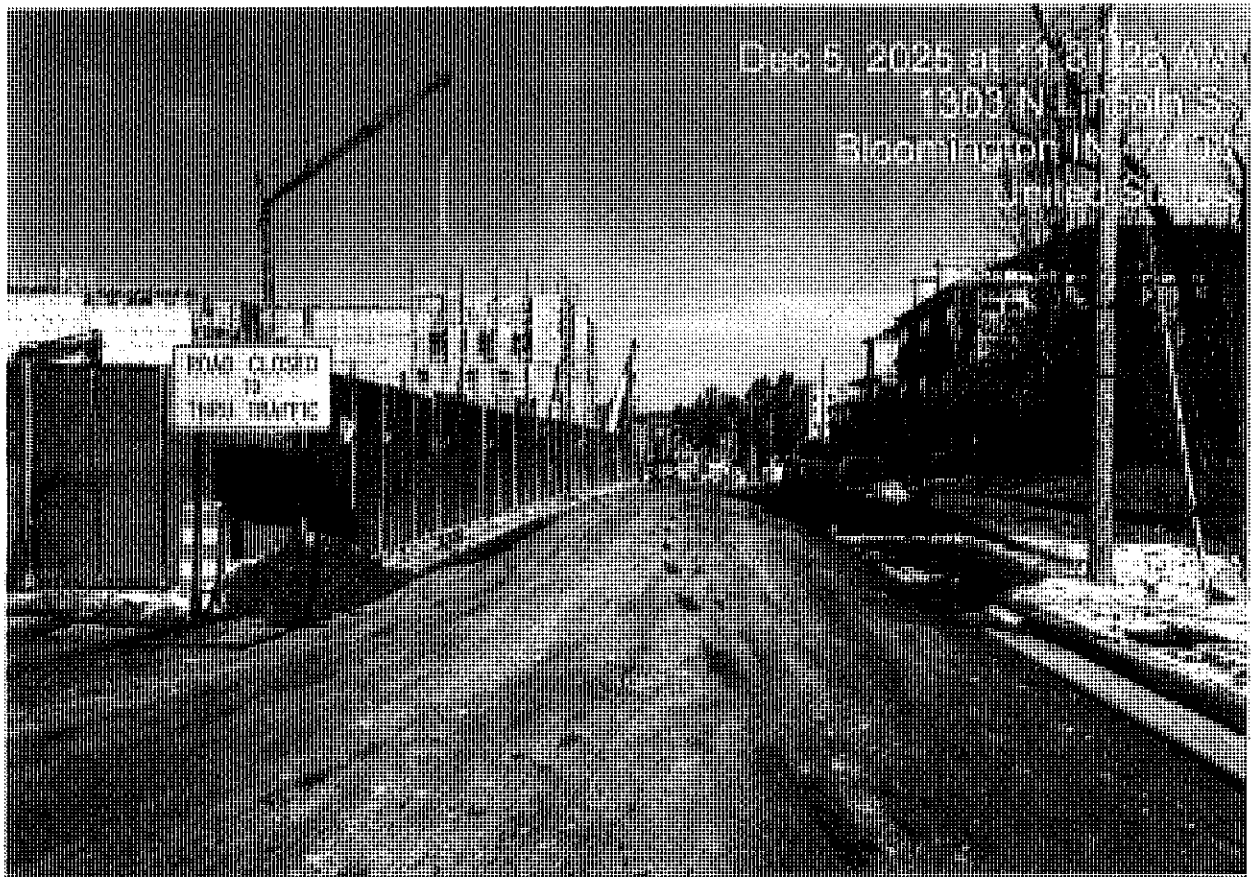


Photo 1: Road closed to thru traffic sign displayed for the northbound lane of traffic near 17th and Lincoln

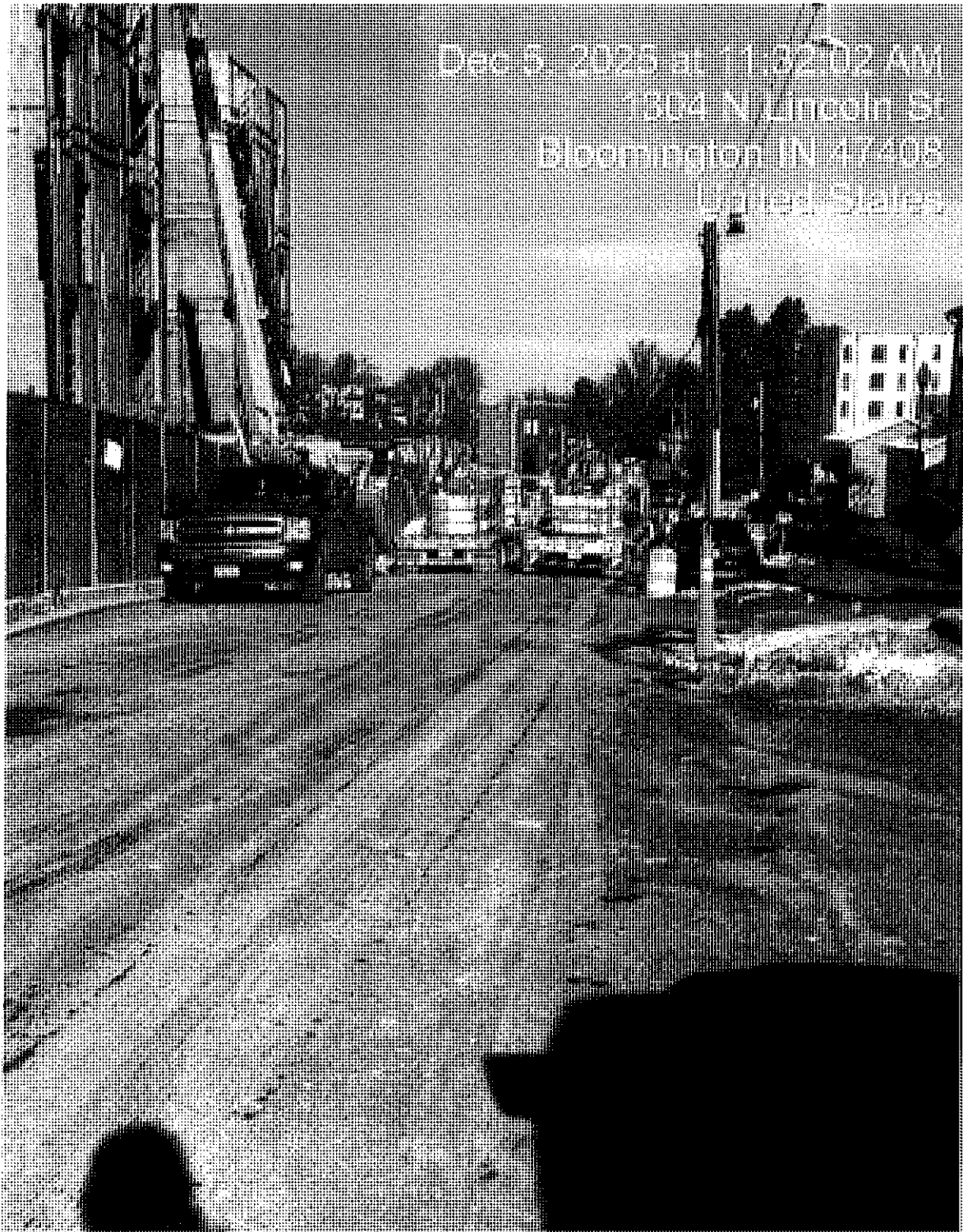


Photo 2: Northbound view of N Lincoln St where two semi trailers were positioned side by side closing the roadway. Note no type 3 barricades in place to indicate closure

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS'
ORDER ON APPEAL OF NOTICE OF VIOLATION FOR VIOLATION OF
RIGHT OF WAY USE

This matter is before the Board of Public Works for an appeal of Notice of Violation (“NOV”) issued to Wells and Wells Construction (Appellant”) on December 9, 2025, for violations of Bloomington Municipal Code (“BMC”) Title 12 for right-of-way closure without permit at 1304 N Lincoln Street, in Bloomington, IN. The Board of Public Works received information regarding the NOV at its regular meeting on January 13, 2026.

The Board of Public Works now finds as follows:

1. Appellant timely appealed the NOV.
2. BMC 12.10.050(a), in relevant part, reads as follows: “[f]or purposes of issuing a notice of violation, the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: . . . (3) Any person who, whether as property manager, principal agent, owner, lessee, tenant, contractor, builder, architect, engineer or otherwise who, either individually or in concert with another, causes, maintains, suffers or permits the violations to occur and/or to continue.” Appellant, therefore, is a responsible party.
3. On December 5, 2025, staff observed two semi-trailers positioned side by side on N Lincoln Street preventing traffic from passing on the street. Appellant submitted a right-of-way permit application for a 4-hour road closure on N Lincoln Street but approval of the application was not granted due to previous outstanding fees and required remediation. A sign that read “Road Closed to Through Traffic” was the only temporary traffic control in place at the south side of the closure. No type 3 barricades were in place to indicate closure as required by Manual on Uniform Traffic Control Devices. Appellant

is responsible for obtaining a right-of-way permit for this closure and properly executing a road closure.

4. Appellant was assessed a fine of \$7,500 in accordance with BMC 12.10.040(b) and (c).

5. The facts *support/do not support* a finding that the Appellant did violate BMC §12.08.020 for right-of-way closure without a permit.

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

1. Upholds the NOV and assessed fines regarding the violation of BMC 12.08 (Use of the Right-of-Way).
2. Upholds the NOV regarding violation and assessed fines of _____ regarding violation of BMC 12.08 (Use of the Right-of-Way).
3. Voids the NOV and assessed fines regarding violation of BMC 12.08 (Use of the Right-of-Way).

So ordered this 13th day of January, 2026.

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



Board of Public Works Staff Report

Project/Event: Policy and Application for Special Events in the Public Right-of-Way

Staff Representative: Cassie Werne, Special Projects & Operations Manager

Date of Board Meeting: Tuesday, January 13, 2026

Report:

The Public Works Department is in the process of earning an APWA (American Public Works Association) Accreditation. This review requires the Department to document all policies and practices. The Policy and Application for Special Events in the Public Right-of-Way are a result of this documentation process and reflect existing standard operating procedures as well as updates to reflect public safety best practices for Special Events in the Public Right-of-Way. This was co-created in consultation with public safety, other City Departments, other comparable Cities', and community event organizers.

Updates of note —

- Establishment of (3) downtown festival footprints
- Application, use, and temporary parking permit fees per Bloomington Municipal Code Chapter 12.08 and 12.10

Moving forward, there will be a routine annual review of this policy and application and any changes will be shared with the Board of Public Works.

Staff recommends that the Board adopt Resolution 2026-01 and enact the Policy.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2026-01**

Policy on Special Events in the Public Right-of-Way

WHEREAS, pursuant to I.C. 36-9-6-2, the Board of Public Works (“Board”) has statutory authority over all City of Bloomington Rights of Way; and

WHEREAS, from time to time, the community seeks to host special events within the public right-of-way; and

WHEREAS, the Board of Public Works wishes to clarify the policy that governs special events within the public right-of-way.

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

1. The Board hereby adopts the attached Special Events in the Public Right-of-Way Policy.
2. This Resolution shall be effective immediately upon passage by the Board of Public Works.
3. The Board authorizes the Public Works Department to oversee and administer the program, including but not limited to revising the application as-needed.
4. If any section, sentence, provision of this Resolution, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

ADOPTED THIS 13th DAY OF JANUARY, 2026

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

City of Bloomington, Indiana

Special Events in the Public Right-of-Way Policy

Effective: January 13, 2026

Prepared by: Public Works Department

1. Purpose

The purpose of this policy is to establish clear guidelines and procedures for permitting, managing, and coordinating special events conducted within the public right-of-way in the City of Bloomington, Indiana to ensure public safety, minimize disruption to businesses, residents, and property owners, and preserve the integrity of public infrastructure.

2. Definitions

- **Special Event in the Right-of-Way:** Any organized activity occurring on public streets, sidewalks, or other right-of-way areas that is likely to impact the normal flow of traffic or access to property with a minimum anticipated attendance of 300 people that includes temporary structures. Examples include street festivals, runs/walks/parades, and neighborhood block parties.
 - **Permittee:** The organization issued a permit under this policy.
-

3. Applicability

This policy applies to all special events that occur fully or partially in the right-of-way within the jurisdiction of the City of Bloomington, Indiana that meet the definition above.

4. Permit Requirement and Standards for Issuance

All special events in the right-of-way require an approved permit issued by the City of Bloomington Board of Public Works (“Board”). No special event in the right-of-way may take place without prior approval.

The following standards must be met for permit issuance.

- The event will not substantially obstruct, delay, or interfere with the normal flow of traffic or access to property or negatively impact or burden public safety services beyond practical solution.
 - The event is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays to such an extent that the welfare and safety of persons and property would be adversely affected.
 - The event is not to be held for the sole purpose of advertising or selling any product, goods or event, and is not designated to be held purely for private profit or gain.
 - The permittee must be an organization or business.
 - The event must be open to the public.
-

5. Permit Application Process

5.1 Application Submission

Applications must be submitted no fewer than **90 days** prior to the proposed event date. Applications or requests to amend an application submitted after the 90-day deadline may be denied. Special events in the right-of-way cannot be promoted (including announcing dates or location) until approved by the Board of Public Works.

5.2 Application Contents

Applicants must provide:

- Event organizer contact details
- Key event partners
- Event description

- Rights-of-way permittee is requesting to use/close, including specific times of use/closure and when rights-of-way will re-open
- Site Plan (visual map showing event footprint and locations for portable toilets, trash bins, stages, tents, tables, vendors, signs, banners, etc.)
- Maintenance of Traffic Plan (visual map showing road closures, barricade types and locations, traffic control signs and locations, and Certified Officer locations if appropriate)
- Timeline of event including set up, teardown, and if applicable bollard removal/install times, delivery and fill time for orange water barricades, 'No Parking' sign installation, etc.
- Emergency Preparedness Plan
- Teardown / Clean Up Plan
- Noise Permit and event entertainment
- Notification to affected businesses/residents
- [Parade Permit](#) for run/walk/parade
- [Tent Permit](#) if applicable
- Certificate of Liability Insurance (due **2 weeks** before the event)
- Alcohol Permits, if applicable (due **2 weeks** before the event)
- Agreement with private security company if applicable (due **2 weeks** before the event)
- Credentials for Certified Officers through the State of Indiana if applicable (due **2 weeks** before the event)

5.3 Application Review and Approval

The City will review the application for compliance with safety standards, scheduling conflicts, public impact, and alignment with City goals. The City may require additional documentation, revise the event plan, or impose conditions of approval.

All special events in the right-of-way must be reviewed and approved by the Board of Public Works.

6. Fees, Enforcement, and Penalties

Application and permit fees can be found in [Chapter 12.08 of the Bloomington Municipal Code](#).

Permittees are subject to:

- Non-refundable application processing fee

- Use fees
- To reserve additional parking spaces outside of the approved event footprint, permittee must work with Parking Services to secure [Temporary Parking Permits](#) at a fee of \$20 per space with a \$10 administrative fee per application. Surface lots 1, 3, and 5 may be used for portable toilets and dumpsters at no additional cost.

Permit holders may be subject to fines and penalties for right-of-way use violations, as outlined in Bloomington Municipal Code [Chapter 12.10](#).

7. Insurance and Liability

All permittees must provide proof of general liability insurance naming the City as additional insured with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 total. The City may require additional coverage for any event the City considers to be higher-risk.

8. Maintenance of Traffic, Public Safety, and Operations

8.1 Downtown Festival Footprints

Any festival with anticipated attendance over 1,000 must use one of the downtown festival footprints below. All or portions of these footprints may be used, if approved by the City. Anticipated attendance is a key consideration, but not the only factor weighed by the City in reviewing a permit application.

- [Kirkwood Avenue from Walnut Street to Indiana Avenue](#)
 - Permittee may request to close Washington Street or Grant Street in addition to Kirkwood Avenue.
 - Bollard tools will be provided to the permittee. Permittee is responsible for bollard removal/reinstall throughout the course of the event.
 - As needed, for public safety purposes, these footprints may be adjusted at the direction of the City.
- [6th Street and Kirkwood Avenue from College Avenue to Walnut Street](#)

- [Makers Way from Rogers Street to Madison Street and Madison Street from 11th Street to 10th Street](#)

8.2 Maintenance of Traffic

Maintenance of Traffic Plan is set for festival footprints above. As capacity allows, the City will provide the bollards, water barricades, and/or type III barricades for festival footprints above.

For all other special events, permittee is responsible for providing a Maintenance of Traffic Plan and ensuring it is implemented throughout the course of the event.

The City does not provide barricades or signage for runs/walks/parades or other races except for the City-sponsored annual Fourth of July Parade. For these types of special events, permittees are responsible for all barricades and signage needed for proper Maintenance of Traffic.

If required for an event, only Certified Officers through the State of Indiana can perform traffic control. Permittee will be required to secure Certified Officers and provide their credentials.

8.3 Emergency Access and Preparedness

All event plans must allow for access by emergency vehicles at all times. Permittee is responsible for providing Emergency Preparedness Plan and implementing as needed.

Permittee is responsible for checking with the Indiana Department of Homeland Security to see if an Amusement and Entertainment Permit and associated inspections are needed for the event.

8.4 Public Health

Permittee is responsible for ensuring all food vendors have the proper permits and licenses as well as the appropriate number of portable toilets based on anticipated attendance. Best practice for portable toilets is 1:150 attendees at anticipated peak attendance. Portable toilets can be reduced based on participating businesses / access to indoor restrooms.

8.5 Alcohol Permits

If permittee would like to include alcohol vendors at the event, only craft manufacturers holding a brewer's permit, artisan distiller's permit, or farm winery permit can participate and must secure a Trade Show or Exposition Permit from the Indiana Alcohol and Tobacco Commission. These permits must be shared with the City at least 2 weeks prior to the event.

Additionally, permittee is responsible for posting 'No Alcohol Beyond this Point' signs at all entry/exit points for the event footprint.

Bloomington Police Department will advise on the number of Certified Officers and private security personnel the Permittee is required to secure for each event that includes alcohol.

8.6 Clean-Up and Restoration

Permittee is responsible for removing all trash within 24 hours of the event and restoring the right-of-way to its original condition.

Failure to clean up adequately may result in fees or loss of future permit eligibility.

Rights-of-way cannot be painted. Handheld chalk and tape are the only allowed means of marking the right-of-way.

8.7 Indiana University Events

Indiana University Office of Student Life and Indiana University Police Department must approve all special events in the right-of-way. For approved events, maintenance of traffic, public safety, and security is the responsibility of Indiana University.

If an Indiana University event is in a downtown festival footprint (see 8.1 above), the City will provide the barricades and signage for the Maintenance of Traffic Plan unless it is a run/walk/parade.

8.8 Public Safety and Security Requirements

Bloomington Police Department will advise on the number of Certified Officers and private security personnel the Permittee is required to secure for each event.

9. Notification Requirements

Permittees must notify all impacted businesses, residents, and property owners in advance of the Board of Public Works reviewing the application.

Notification must include information on how those impacted can share comments or concerns with the Public Works Department and/or Board of Public Works. A [Notification Letter template](#) is available to assist permittee.

The City may require proof of notification.

10. Denial and Revocation

The City including the Bloomington Police, Fire, Public Works, and Engineering Departments may deny or revoke a permit and/or shutdown an event if:

- Permittee is not complying with the agreed to Maintenance of Traffic Plan or other requirements in the permit
 - The application contains false or incomplete information
 - The event poses a threat to public safety or public infrastructure
 - Permittee has a history of non-compliance
-

11. Exemptions

City-sponsored special events in the right-of-way are exempt from use fees. City-sponsored special events include the annual Fourth of July Parade, Bloomington Community Farmers' Market, Tuesday Market, and Holiday Market.

Permittee for Neighborhood Block Parties must be the Neighborhood Association or other similar entity. If approved as a Neighborhood Block Party by the Housing and Neighborhood Development Department, no fees will be charged.

[Private art installations within the public right-of-way](#) are permitted, managed, and coordinated separately through the Economic & Sustainable Development Department and must be approved by the Board of Public Works.

12. Enforcement and Penalties

Violations of this policy may result in:

- Fines or cost recovery charges
 - Revocation of the permit
 - Denial of future permit applications
-

13. Policy Review

This policy shall be reviewed as needed by the Public Works Department.

Apply for Permit - Special Event in the Right of Way

PERMIT DETAILS

We're excited you want to host a community special event!

Start by checking out [Bloomington Parks and Recreation facility rentals](#). They offer outdoor and indoor spaces for concerts, festivals, runs/walks, fitness classes, sports, and more. You can also find more information on how to apply for a [Parks Special Event Permit here](#).

If you can't find a suitable facility, and would like to request a Special Event in the Right-of-Way Permit, please complete and submit this application **at least 90 days before your event.** Before applying, review the Special Event in the Public Right-of-Way Policy. If you have questions, please reach out to Cassie Werne, Special Projects & Operations Manager, at cassie.werne@bloomington.in.gov.

MORE INFO

Overview

[Next Section](#) [Top](#) [Main Menu](#)

Please check all boxes that apply.

Festival/Community Event

Neighborhood Block Party

Run/Walk/Parade

Other (explain below in Description of Event)

***Setup - Date and Time**

***Start - Date and Time**

***End - Date and Time**

***Teardown Complete - Date and Time**

If applicable, please indicate rain date.

***Expected Number of Participants**

***Event Classification**

Non-ProfitFor-Profit

REMINDER: For Neighborhood Block Parties, application must come through Neighborhood Association.

[Neighborhood Associations Information](#)

Financial

[Previous Section](#) [Next Section](#) [Top Main Menu](#)

***Will you be charging admission?**

YesNo

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

***Will you be collecting donations?**

YesNo

If yes, who will donations benefit?

Public Rights-of-Way

[Previous Section](#) [Next Section](#) [Top](#) [Main Menu](#)

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

*

Please indicate specific public right-of-way you are requesting to use/close below:

Street Closures Details

At least one row of information is required. Click +Add Row to begin.

Street	From - Street	To - Street	Closing	Date	Hour	AM or PM	Opening	Date	Hour	AM or PM
--------	---------------	-------------	---------	------	------	----------	---------	------	------	----------

*Is this event on Indiana University campus?

YesNo

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

YesNo

REMINDER: Any festival with anticipated attendance over 1,000 must use one of the downtown festival footprints below:

- [Kirkwood Avenue from Walnut Street to Indiana Avenue](#)
- [6th Street and Kirkwood Avenue from College Avenue to Walnut Street](#)
- [Makers Way from Rogers Street to Madison Street and Madison Street from 11th Street to 10th Street](#)

Emergency

[Previous Section](#) [Next Section](#) [Top](#) [Main Menu](#)

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

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

Medical Emergencies

Severe Weather

Fire/Evacuation

Lost or Missing Persons

Other

***Have you arranged for security at your event?**

YesNo

If yes, who will be providing security?

Do you agree to submit agreement with private security company to the City at least 2 weeks before the event?*

YesNoNoPrivateSecurityatEvent

Do you agree to submit credentials for Certified Officers to the City at least 2 weeks before the event?*

REMINDER: Bloomington Police Department will advise on the number of Certified Officers and private security personnel the event organizer is required to secure for each event. Only Certified Officers through the State of Indiana can be used for traffic control. Private security cannot be used for traffic control, but can be used for crowd control.

Waste

[Previous Section](#) [Next Section](#) [Top](#) [Main Menu](#)

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

*

***Will you have food vendor(s)?**

YesNo

If yes, please name the food vendors:

***Will you have alcohol vendor(s)?**

YesNo

If yes, please name the alcohol vendors:

Do you agree to submit alcohol permits to the City at least 2 weeks before the event?*

YesNoNoAlcoholVendorsatEvent

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

*

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

*

What vendor will provide waste bins and collection service?

*

***Will you be providing portable toilets?**

YesNo

If yes, how many portable toilets?

If yes, what company is providing the portable toilets?

REMINDER: Event organizer is responsible for ensuring all food and alcohol vendors have the proper permits and licenses as well as the appropriate number of portable toilets based on anticipated attendance. Best practice for portable toilets is 1:150 attendees at anticipated peak attendance. Portable toilets can be reduced based on participating businesses / access to indoor restrooms.

Noise & Entertainment

[Previous Section](#) [Next Section](#) [Top Main Menu](#)

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?**

YesNo

REMINDER: If approved, your Special Event in the Public Right-of-Way Permit will also serve as your Noise Permit and relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code.

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

*

Do you plan to rent the Parks Department Mobile Stage for your event?

[Mobile Stage Rental](#)

YesNo

What will be the power source for equipment?

Describe any other electrical needs:

REMINDER: Event organizer is responsible for contacting Indiana Department of Homeland Security to see if an Amusement and Entertainment Permit and associated inspections are needed for the event.

You are required to notify businesses/residents impacted by your event.

[NOTIFICATION TEMPLATE](#)

Do you agree to notify impacted businesses/residents prior to the Board of Public Works Meeting where your event will be reviewed.

*

YesNo

Please list businesses/residents you will notify.

What date will you be notifying them?

Insurance

[Previous Section](#) [Top Main Menu](#)

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?

*

Attachments

Alcohol Permit/Licenses
Certificate of Liability Insurance
Certified Officer Credentials
Copy of Notification Letter/Flyer/Other
Maintenance of Traffic Plan
Parade Permit
Private Security Agreement
Maintenance of Traffic Plan
Site Plan - Special Event
Supporting Documents
Tent Permit
Timeline of Event

Special Event in the Right-of-Way Application

By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Public Works including, but not limited to, the conditions as stated on this application and the Special Event in the Right-of-Way Policy, Bloomington Municipal Code, and the Unified Development Ordinance.

Read Carefully:

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a public right-of-way. The applicant agrees that while using the right-of-way, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event in the Right-of-Way Permit, the applicant assumes all responsibility for proper conduct in the right-of-way as outlined above.

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 between the approved start and end time of the event.

Should your event be located within an event footprint secured by bollards, the applicant will need to remove and replace the bollards in order to bring vendor items and food trucks in and out of the event space. The Department of Public Works shall loan bollard tools to the applicant on the last business day prior to the event. The applicant 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. Applicant is responsible for returning the bollard tools to the Department of Public Works on the business day following the event. Should applicant fail to return the bollard tools to the Department of Public Works, they will be charged Six Hundred and Fifty Dollars (\$650.00).

I _____, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, Indiana its employees, officers, and agents, and the Board of Public Works from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read the Special Event in the Right-of-Way Policy and understand all of its terms. I have read this Special Event in the Right-of-Way Application release and understand all of its terms. I agree with these terms and sign voluntarily.

Signature

Date



Board of Public Works

Staff Report

Project/Event: Policy & Application for Private Art Installations in the Public Right of Way

Staff Representative: Cassie Werne, Special Projects & Operations Manager and Holly Warren, Assistant Director for the Arts

Date of Board Meeting: Tuesday, January 13, 2026

Report:

The Public Works Department is in the process of earning an APWA (American Public Works Association) Accreditation. This review requires the Department to document all policies and practices. The Application for Private Art Installations in the Public Right of Way is a result of this documentation process. Historically, applications for Special Events in the Right-of-Way were submitted to and reviewed by the Assistant Director for the Arts. Now that these applications and the Special Events in the Right-of-Way program are housed in the Public Works Department, a new application for Private Art Installations in the Public Right of Way has been created. This application reflects the existing policy and procedures. Minimal changes are being made to the policy to reflect the new name of the application.

Moving forward, there will be a routine annual review of this application and any changes will be shared with the Board of Public Works.

Staff recommends that the Board adopt Resolution 2026-01 and enact the revised Policy and Procedure.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2026-02**

**Policy and Procedures on Private Art
Installations within the Public Right of Way**

WHEREAS, pursuant to I.C. 36-9-6-2, the Board of Public Works (“Board”) has statutory authority over all City of
Bloomington Rights of Way; and

WHEREAS, from time to time, private parties seek to place art within the public right of way; and

WHEREAS, the Board of Public Works wishes to clarify the policies and procedures that govern the placement of private art within the public right of way.

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

1. The Board hereby adopts the attached City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way.
2. This Resolution shall be effective immediately upon passage by the Board of Public Works.
3. The Board authorizes the Public Works Department to oversee and administer the program, including but not limited to revising the application as-needed.
4. If any section, sentence, provision of this Resolution, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

ADOPTED THIS 13th DAY OF JANUARY, 2026

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary



City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way

The City of Bloomington's Policy and Procedures on Private Art Installations within the Public Right of Way ("Policy") authorizes private Art Installations in the public right of way that comply with this document and are approved through the **Art in the Public Right of Way Permit process.**

This Policy is designed to reduce the risks to public safety and burden on public resources that private Art Installations within the right of way may impose while simultaneously recognizing the importance of private as well as public art to Bloomington's culture, community, and economy.

I. **Definitions.** The following definitions shall apply throughout this policy.

- A. Temporary Art. Art expected to remain in place within the public right of way for seven (7) or fewer days.
- B. Semi-Permanent Art or Permanent Art. Art expected to remain in place within the public right of way for more than seven (7) days.
- C. Art Installation. Temporary, Semi-Permanent, or Permanent Art that consists of a physical alteration of the right of way, such as a painting, mural, or sculpture and that is not Performative Art.
- D. Street Painting or Street Mural. Art involving the placement of paint or a similar material within the area where vehicles drive or park, commonly understood to be the space "between the curbs."
- E. Performative Art. A time-based art form that is an ephemeral event featuring a live presentation to an audience, drawing on such arts as acting, poetry, music, or dance, and that does not involve the creation of an artifact (such as a painting or sculpture) that physically alters the right of way beyond the time of the live performance.

F. Speech. Words, letters, numbers, universally recognized symbols, or logos of any kind.

II. Performative Art. This policy does not apply to Performative Art.¹

III. Criteria Applicable to All Private Art Installations. The following criteria are applicable to any private Art Installation proposed within Bloomington's right of way, whether the Art Installation is Temporary Art, Semi-Permanent Art, or Permanent Art.

A. Requests must be submitted to the appropriate City Department(s) and/or Board(s) or Commission(s), as required by the selected program application identified in Section VI below. Staff shall provide a recommendation on the request to the appropriate Board(s) or Commission(s) based on the request's compliance with this Policy and any other applicable laws, rules, or City of Bloomington policies.

B. Art Installations may not use or incorporate copyrighted material in whole or part where the copyright is not owned by the artist.

C. Art Installations may not mimic in whole or part traffic control devices including but not limited to a crosswalk, stop sign, stop bar, or similar traffic control device. Art Installation geometry should be such that drivers do not alter their course to drive around the art.

D. Art Installations may not depict activities, materials, images, or products that are not legally available to all ages.

IV. Additional Criteria Applicable to Semi-Permanent Art Installations or Permanent Art Installations.

A. Applications for approval of a Semi-Permanent or Permanent Art Installation within the right of way must, **at minimum**, include the following:

1. An accurate depiction of the design to scale;
2. Dimensions;
3. A map of proposed location of the design; and
4. The name and qualifications of the artist.
5. **Any additional information required by the City.**

¹Though this Policy does not apply to Performative Art taking place within the right of way, other municipal policies or ordinances may apply that impact Performative Art within the right of way, including but not limited to the City's parade ordinance or special event application process.

B. Semi-Permanent Art Installations or Permanent Art Installations may not contain Speech.

V. Additional Criteria Applicable to Street Paintings or Street Murals. Because paintings and murals within the street create a heightened probability of conflicts with traffic control devices and driver distraction, the following additional criteria apply to all paintings or murals proposed for street surfaces, whether as Temporary, Semi-Permanent, or Permanent Art Installations.

A. Applications for approval of a Street Painting or Street Mural within the right of way must, **at minimum**, include the following:

1. An accurate depiction of the design to scale;
2. Dimensions;
3. A map of proposed location of the design; and
4. The name and qualifications of the artist.
5. **Any additional information required by the City.**

B. Street paintings and street murals may only be placed on streets with a local or secondary collector functional classification under the City's Transportation Plan, where regulatory speed limits do not exceed 25 miles per hour.

C. Street paintings and street murals may only be placed on pavement in adequate condition for materials to bond.

D. Street paintings and street murals are not permitted on brick, paver, or other decorative surface materials (e.g., colored or stamped concrete). Street paintings and street murals are only permitted on standard non-decorative concrete or asphalt.

E. A buffer of four feet must remain between street paintings and street murals and any crosswalk.

F. Within an intersection, street paintings and street murals are only allowed where the intersection utilizes all-way stop control, unless the painting or mural is located on an apron.

G. Street paintings and street murals may not be painted on the side or top of any curb or any curb ramp.

H. Materials used must be approved by the City's Engineering Department.

I. Any paint or similar material utilized as part of any street painting or street mural

must provide a non-slip surface for pedestrians and must be street-grade.

VI. Programs. Individuals and external organizations seeking to place private Art Installations within the public right of way must apply pursuant to the Art in the Public Right of Way Permit process.

A. Art in the Public Right of Way Permit

1. An Art in the Public Right of Way Application may be accessed [here](#)³.

2. A Special Event in the Right-of-Way Application may be submitted for permission to conduct an event during which an Art Installation will be placed in the public right of way. The proposed Art Installation must comply with the criteria set forth in this policy, the requirements set forth in the permit application, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.

² <https://bloomington.in.gov/departments/esd>

Apply for Permit - Art in the Public Right of Way

PERMIT DETAILS

Thank you for your interest in installing public artwork in the City of Bloomington!

Per the City's Art in the Public Right of Way policy, the Board of Public Works (BPW) must approve the installation. **Your application must be submitted at least 90 days before the art installation occurs.** You cannot promote the artwork until your application is approved by the Board of Public Works.

Before submitting your application, please read the [City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way](#).

Questions regarding the application or the Art in the Public Right of Way policy may be directed to Holly Warren, City of Bloomington Assistant Director for the Arts, holly.warren@bloomington.in.gov.

Key Information to Provide in Your Application:

- Applicant contact details
- Written description of the artwork, including materials and methods used to secure artwork in place
- Accurate depiction of the design to scale
- Artwork dimensions
- Map of proposed location of the design
- Installation and deinstallation dates

- Plan for installing and deinstalling artwork
- Right of Way Use Permit if sidewalks, streets, or alleys need to be closed as part of the installation. Complete an application for a Right of Way Use Permit [here](#).
- Plan for monitoring and maintaining artwork
- The name and qualifications of the artist whose artwork is being installed
- If you are also requesting to host a Special Event in the Right of Way, you will also be required to provide name, date, and indication that a Special Event in the Right of Way Application will be submitted. More details on Special Event in the Right of Way Permit available [here](#).
- Proof of notification to surrounding businesses and residents
- Certificate of Liability Insurance listing the City of Bloomington as additional insured with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 total (due 2 weeks before the installation).

Applicant Responsibilities:

- **Submitting the Application:** You are responsible for submitting your application with all necessary details and documents.
- **Updating the Application:** You are responsible for updating your application based on feedback.
- **Attend Work Session:** You are responsible for attending the Work Session where the Board of Public Works will review your application.
- **Notification to affected businesses/residents**
- **Artwork installation and deinstallation:** You are responsible for coordinating and managing the artwork installation and deinstallation, including coordinating

any necessary traffic control signs, barricades, or temporary parking permits.

- **Other Permits and Licenses:** It is your responsibility to ensure all proper permits and licenses are secured through the City, County or State for your event, including Right of Way Use Permit and Special Event in the Right of Way Permit.
- **Submitting Insurance:** You must submit a Certificate of Liability Insurance at least 2 weeks before you install your artwork, listing the City of Bloomington as additional insured with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 total.

City's Responsibilities:

- **Reviewing the Application:** The Department of Economic and Sustainable Development will review your application and may ask follow-up questions.
- **Coordinating with Other Departments:** The application will be reviewed by other City Departments like Planning and Transportation and Engineering.
- **Issuing the Art in the Right of Way Permit:** If approved, the City will send you a signed Resolution, which serves as your Art in the Public Right of Way Permit.

*** Permit Type**

Art in the Right of Way Permit

APPLICATION QUESTIONS

- Applicant/Organization name
- Applicant contact name
- Applicant contact address
- Applicant contact email
- Applicant contact telephone number
- Artwork title
- Please indicate the type of right of way your artwork will be installed in
 - Street
 - Sidewalk
 - Alley
 - Parking space(s)
- Date(s) of installation
- Date(s) of de-installation
- Is this artwork part of a special event taking place in the right of way?
 - If yes:
 - Name of event
 - Date of event
 - Have you or will you submit [an application for a Special Event in the Right of Way Permit](#) (required for all community special events taking place in the right of way)? Permits due 90 days before artwork installation takes place.
 - Yes
 - No
- Description of art installation, including materials and methods used to secure artwork in place (no more than 250 words)
- Description of how artwork will be installed and de-installed
- Will sidewalks, streets, or alleys need to be closed as part of the installation?
 - Yes

- No

If yes, have you or will you submit [an application for a Right of Way Use Permit](#)? Permits due 90 days before artwork installation takes place.

- Describe your plan for monitoring and maintaining the artwork
- Artist name (if different from the applicant)
- Description of artist's qualifications (no more than 250 words)
- 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
 - No

ATTACHMENTS

Please add the following attachments detailing your proposed artwork

- Map of proposed location of the design indicating artwork footprint and any proposed street, alley or sidewalk closures
- Accurate depiction of the design to scale, including dimensions
- Right of Way Use Permit - required for artwork installations that require the closures of streets, sidewalks or alleys. Complete an application for a Right of Way Use Permit [here](#). Permits due 90 days before artwork installation takes place.
- Right of Way Special Event Permit - required for artwork installations occurring as part of a public event taking place in the right of way. Complete and application of a Special Event in the Right of Way Permit [here](#). Permits due 90 days before artwork installation takes place.
- Proof of notification of surrounding businesses and residents ([template available here](#))
 - You are required to notify businesses/residents impacted by your event.

- 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. Certificates due 2 weeks before artwork installation takes place.

SIGNATURE

I read and understand the City of Bloomington Policy and Procedures on Private Art Installations in the Public Right of Way.



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event:	Mobile Vendor in Right of Way
PW Resolution No:	2026-03
Petitioner/Representative:	Maria del Pilar Gonzalez, Owner of Pili's Party Taco Truck - 1
Staff Representative:	Susan Coates
Meeting Date:	01/13/2026

Pili's Party Taco Truck - 1, by its owner, Maria del Pilar Gonzalez, 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 2026-03
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
PILI'S PARTY TACO TRUCK - 1

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, Pili's Party Taco Truck - 1 (“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 1/13/2026, and ending on 1/13/2027.

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.

RESOLUTION 2026-03

- 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 13th DAY OF JANUARY 2026.

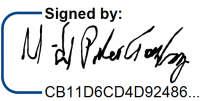
BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2026-03 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Signed by:

CB11D6CD4D92486...

Maria del Pilar Gonzalez

Date: _____ 1/8/2026

RESOLUTION 2026-03



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Pili's Party Taco Truck - 1
License Type	Mobile Vendor License
Contact	Maria del Pilar Gonzalez
Phone	812-219-0539
Email	pilispartytaco@hotmail.com
BPW Resolution No (if applicable)	2026-03
Issue Date of License	1/13/2026
Expiration Date of License	1/13/2027
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	1/13/2027
Department Head	Jane Kupersmith
Record Destruction Date	1/13/2030
License #	BL2025-000016
Document Digital Filing Location	G: ESD Shared: >SMALL BUSINESS DEVELOPMENT > LICENSING > LICENSES > Mobile Vendor > Businesses



City of Bloomington
Economic and Sustainable
Development (ESD)
bloomington.in.gov

401 N Morton ST Suite 150
Bloomington IN 47404

Phone: (812) 349-3418
esd@bloomington.in.gov

License #: BL2025-000016
Application Date: 12/23/2025

Application For Mobile Vendor License To The Board of Public Works

Applicant, Owner

Armando Piquinto
1507 W Arlington Rd
Bloomington IN 47404

Owner

Maria del Pilar Gonzalez

Business Name: Pilis Party Taco
DBA:

Overview

License Classification:

Mobile Vendor

Products to be Sold:

Mexican Food Truck 1

License Length:

1 Year - \$350

Planned hours of operation:

Mon - Tues 11 am - 9 pm
Wed 11 am - 11 pm
Thurs 11 am - 12 am
Fri - Sat 11 am - 3 am

**Place or places where you will
conduct business (If private
property, attach written permission
from property owner):**

109 S Walnut Street Bloomington, IN 47404

We rent this space

**Have you had a similar license,
either from the City of Bloomington,
or a different municipality, revoked?:
(If Yes) Provide details:**

No

The digital signature below was captured in the Enterprise & Permitting Licensing online software during the mobile vendor application process. It signifies the agreement to the following documents/statements:

- The Release of Liability where 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.
- The Prohibited Location Agreement.
- The Standards Conduct Agreement.

Account Holder
December, 23 2025

Armando Pioquinto



State Form 48099 (R5/7-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 1	AGE 25	ISSUE DATE 02/01/24	PUR DATE 04/17/17	COUNTY 53 - MONROE	TP R	PL YR 24	PLATE TK661NFG	PL TP GT	WEIGHT 11	PR YR 23	LS N	TYPE GT	PRIOR YR PL TK661NFG
EXPIRATION DATE 01/31/25		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 99		MAKE CHE	MODEL P30	VEHICLE IDENTIFICATION NUMBER 1GBHP32R2X3307887			TYPE TK	COLOR WHI/
CURRENT YEAR TAX		EX TAX 12.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 12.00	CO. WHEEL/SUR 25.00		MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35		ADMIN FEE 15.00		TOTAL 97.35
PRIOR YEAR TAX		EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00		MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00		ADMIN FEE 0.00		TOTAL 0.00
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													

Legal Address
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111



PILIS PARTY TACO LLC
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111



0101



192:5:94



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/08/2025

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

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

PRODUCER First Insurance Group 1405 N. College Avenue Bloomington IN 47404	CONTACT NAME: Audrey Frye PHONE (A/C, No, Ext): (812) 331-3230 E-MAIL ADDRESS: audreyf@figprotects.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company INSURER B: LM Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18988
--	---	------------------------

COVERAGES**CERTIFICATE NUMBER:** CL2541424099**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			09290556	04/13/2025	04/13/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Hired & Non-owned Auto \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 19 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5329055600	04/13/2025	04/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						PROPERTY DAMAGE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y	N/A		WC5-33S-B21K3Q-034	12/23/2024	12/23/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

Susan Coates

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.



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: ANGELICA JARILLO
DOB: 08/09/2002
STATUS: VALID as of 12/08/2025
NUMBER of DOCUMENTS: 1

I, Loretta Robinson, 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 8th of December, 2025.

Loretta Robinson, Director of Driver Records



 Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0444190358
Aug 26, 2016 LTR 147C
32-0503571

PILIS PARTY TACO LLC
MARIA GONZALEZ SOLE MBR
2215 S ROCKPORT RD
BLOOMINGTON IN 47403

Taxpayer Identification Number: 32-0503571

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 26th, 2016.

Your Employer Identification Number (EIN) is 32-0503571. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

/S/Ms. Lawrence
1001866411
Customer Service Representative

Vicky



INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253

Indiana Department of Revenue

Mike Braun, Governor



005339

PILIS PARTY TACO LLC
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111



FEIN	32-0503571
Taxpayer ID	0159485118
Letter ID	L0013391175
Date Issued	February 28, 2025

Dear Customer:

Attached is your Registered Retail Merchant Certificate (RRMC), which shows your Taxpayer Identification Number (TID) and three-digit Location Number (LOC) as your LOC ID. Please make note of this number, as you will need to use it on exemption certificates and for phone or written communication with the Indiana Department of Revenue (DOR).

Note the expiration date on the certificate. Your RRMC will be automatically renewed if your account remains in good standing. However, merchants who have unpaid tax liability(ies) owed to DOR cannot renew their RRMC.

All businesses are required to file and pay sales and/or withholding taxes online using INTIME, the Indiana Taxpayer Information Management Engine. If you have not already registered for INTIME, DOR's secure online system, you can register today using the Letter ID in the upper-right hand corner of this letter.

To create an online account, visit intime.dor.in.gov and click "Sign up" on the right side of the screen. You will need your Taxpayer ID (FEIN, SSN, etc.) and Letter ID to complete the process.

You can review and maintain your business by managing your addresses and responsible officers from "Names & Addresses" menu on the "All Actions" tab in INTIME. If you need to close an account, you can do this from the "Close Business Tax Accounts" link under the "All Actions" tab in INTIME.

If you have questions about your sales or withholding taxes, you may contact Customer Service at (317) 232-2240, Monday through Friday 8 a.m. – 4:30 p.m. EST.

Sincerely,

Indiana Department of Revenue



REGISTERED RETAIL MERCHANT CERTIFICATE

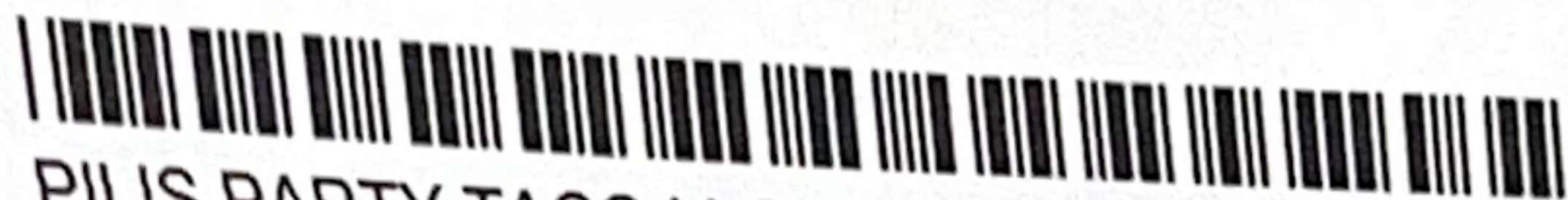
INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253
(317) 232-2240

PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON IN 47403-3339

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

FEIN 32-0503571
LOC ID 0159485118-001
ISSUED February 28, 2025
EXPIRES April 01, 2026

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



PILIS PARTY TACO LLC
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111

Robert J. Jenner

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----

Mobile Food Establishment License

Monroe County Health Department

This is to certify that:

Pilis Party Taco #1

Maria del Pilar Gonzalez

2361 W Rappel Avenue

Bloomington, IN 47404

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



Issued:

2/20/2025

By

Janet Ryteband MD

Monroe County Health Officer

2025

NON-NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 28, 2026

TRUCK 1

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

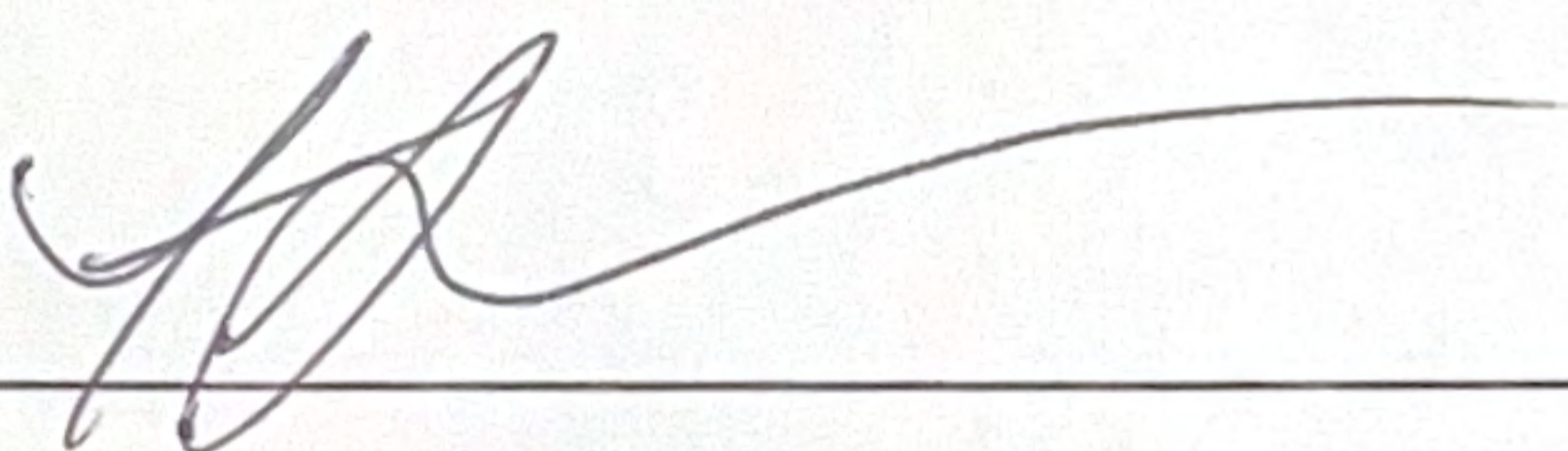
COMPANY PERFORMING INSPECTION Elite Auto
INSPECTOR'S NAME Mike Harris INSPECTOR'S PHONE # 812-714-8035
DATE OF INSPECTION 12/19/25
NAME OF VENDOR Pilis Party taco
VEHICLE YEAR 1999 MAKE Chevy MODEL P30
VIN 1GBHP32R2X3307887

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

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

Additional Comments by Inspector: _____

Inspector Signature  _____


Date: 12/19/25 _____

**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**



FOUNTAIN SQUARE
1988

 **Pili's Party**
Taco From Puebla

follow us on 

(812)219-0539
we cater

TACOS
Pasa Pasa
Masa Pasa
Lasa Pasa
Carnitas
Biste
Al Pastor
Pasa Pasa
Birria
Cabeza Pasa
Tapa
Cabeza Res
Lasa Pasa
Vegetaria
Que Chorra

GRINGAS
Pasa Pasa
Masa Pasa
Lasa Pasa
Carnitas
Biste
Al Pastor
Pasa Pasa
Birria
Cabeza Pasa
Tapa
Cabeza Res
Lasa Pasa
Vegetaria
Que Chorra

NACROS
Pasa Pasa
Masa Pasa
Lasa Pasa
Carnitas
Biste
Al Pastor
Pasa Pasa
Birria
Cabeza Pasa
Tapa
Cabeza Res
Lasa Pasa
Vegetaria
Que Chorra

BUENOS
Pasa Pasa
Masa Pasa
Lasa Pasa
Carnitas
Biste
Al Pastor
Pasa Pasa
Birria
Cabeza Pasa
Tapa
Cabeza Res
Lasa Pasa
Vegetaria
Que Chorra

QUESADILLA
Pasa Pasa
Masa Pasa
Lasa Pasa
Carnitas
Biste
Al Pastor
Pasa Pasa
Birria
Cabeza Pasa
Tapa
Cabeza Res
Lasa Pasa
Vegetaria
Que Chorra

TOSTADA
Pasa Pasa
Masa Pasa
Lasa Pasa
Carnitas
Biste
Al Pastor
Pasa Pasa
Birria
Cabeza Pasa
Tapa
Cabeza Res
Lasa Pasa
Vegetaria
Que Chorra

TACO SALAD
Pasa Pasa
Masa Pasa
Lasa Pasa
Carnitas
Biste
Al Pastor
Pasa Pasa
Birria
Cabeza Pasa
Tapa
Cabeza Res
Lasa Pasa
Vegetaria
Que Chorra

CHALUPAS
Pasa Pasa
Masa Pasa
Lasa Pasa
Carnitas
Biste
Al Pastor
Pasa Pasa
Birria
Cabeza Pasa
Tapa
Cabeza Res
Lasa Pasa
Vegetaria
Que Chorra

SIDES
Pasa Pasa
Masa Pasa
Lasa Pasa
Carnitas
Biste
Al Pastor
Pasa Pasa
Birria
Cabeza Pasa
Tapa
Cabeza Res
Lasa Pasa
Vegetaria
Que Chorra

Pilis
01



City of Bloomington

bloomington.in.gov

Invoice INV-00005619

Armando Piquinto
1507 W Arlington Rd
Bloomington IN 47404

Invoice Date 1/7/2026

Invoice Due 2/6/2026

BL2025-000016
Mexican Food Truck 1

1 Year Business License

\$350.00

Total	\$350.00
--------------	-----------------

Mastercard and Visa payments up to \$1,000 can be made online: bton.in/civic. ([Direct Link:INV-00005619](#))

Payments over \$1,000 or cash, check, or money order payments may be completed in person at **City Hall, 401 N Morton St, Bloomington, IN 47404** or by mailing a check or money order to the following address.

City of Bloomington
PO Box 100
Bloomington, IN 47401

Make checks payable to **The City of Bloomington.**



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Current Date	Inspected by	Next Inspection Date	Inspection Number
01/08/2026	Cohenour, Chuck	12/16/2026	BFD-2025-0005118

Business Name	Address	City	State	Zip
Pilis Party Taco Truck #1	1507 West Arlington rd	Bloomington	IN	47404
		Suite		
		--		

Fire Inspection Results

No fire code violations found.

Thank You

On 01/08/2026 the Pilis Party Taco Truck #1 was inspected by Bloomington Fire Department and no deficiencies were found.

Inspection Signatures

Occupancy Contact Signature

Maria del pilar Gonzalez
Business Owner
812-219-0539
Pilispartytaco@hotmail.com

Inspector Signature

Cohenour, Chuck
Deputy Fire Marshal
812-369-2201
charles.cohenour@bloomington.in.gov



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event:	Mobile Vendor in Right of Way
PW Resolution No:	2026-04
Petitioner/Representative:	Maria del Pilar Gonzalez, Owner of Pili's Party Taco Truck - 2
Staff Representative:	Susan Coates
Meeting Date:	01/13/2026

Pili's Party Taco Truck - 2, by its owner, Maria del Pilar Gonzalez, 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 2026-04
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
PILI'S PARTY TACO TRUCK - 2

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, Pili's Party Taco Truck - 2 (“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 1/13/2026, and ending on 1/13/2027.

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.

RESOLUTION 2026-04

- 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 13th DAY OF JANUARY 2026.

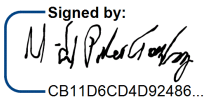
BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2026-04 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Signed by:

CB11D6CD4D92486...

Maria del Pilar Gonzalez

Date: 1/8/2026

RESOLUTION 2026-04



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Pili's Party Taco Truck - 2
License Type	Mobile Vendor License
Contact	Maria del Pilar Gonzalez
Phone	812-219-0539
Email	pilispartytaco@hotmail.com
BPW Resolution No (if applicable)	2026-04
Issue Date of License	1/13/2026
Expiration Date of License	1/13/2027
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	1/13/2027
Department Head	Jane Kupersmith
Record Destruction Date	1/13/2030
License #	BL2025-000017
Document Digital Filing Location	G: ESD Shared: >SMALL BUSINESS DEVELOPMENT > LICENSING > LICENSES > Mobile Vendor > Businesses



City of Bloomington
Economic and Sustainable
Development (ESD)
bloomington.in.gov

401 N Morton ST Suite 150
Bloomington IN 47404

Phone: (812) 349-3418
esd@bloomington.in.gov

License #: BL2025-000017
Application Date: 12/23/2025

Application For Mobile Vendor License To The Board of Public Works

Applicant, Applicant, Owner

Armando Piquinto
1507 W Arlington Rd
Bloomington IN 47404

Owner

Maria del Pilar Gonzalez

Business Name: Pilis Party Taco
DBA:

Overview

License Classification:

Mobile Vendor

Products to be Sold:

Mexican food Truck 2
Truck #2

License Length:

1 Year - \$350

Planned hours of operation:

Periodic Events

**Place or places where you will
conduct business (If private
property, attach written permission
from property owner):**

Monroe County and surrounding counties

**Have you had a similar license,
either from the City of Bloomington,
or a different municipality, revoked?:
(If Yes) Provide details:**

No

The digital signature below was captured in the Enterprise & Permitting Licensing online software during the mobile vendor application process. It signifies the agreement to the following documents/statements:

- The Release of Liability where 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.
- The Prohibited Location Agreement.
- The Standards Conduct Agreement.

Account Holder
December, 23 2025

Armando Pioquinto



State Form 48099 (R5/7-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
12	6	01/31/25	04/22/22	53 - MONROE	R	25	TK4710GS	GT	11	24	N	GT	TK4710GS
EXPIRATION DATE		MUNICIPALITY		VEHICLE YEAR	MAKE		MODEL	VEHICLE IDENTIFICATION NUMBER		TYTE		COLOR	
01/31/26		BLOOMINGTON		19	FOR			1F66F5KY0K0A09201		VA		WHI/	
CURRENT	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
YEAR TAX	94.00	0.00	0.00	94.00	25.00	0.00	45.35	0.00	164.35				
PRIOR	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
YEAR TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
REGISTRATION LICENSE TYPE													
TRUCK 1,000 GENERAL TRUCK NEW FORMAT													

Legal Address

1507 W ARLINGTON RD

BLOOMINGTON IN 47404-2111

PILIS PARTY TACO LLC

1507 W ARLINGTON RD

BLOOMINGTON IN 47404-2111

0202

000.00.000

INSTRUCTIONS FOR APPLYING PLATE DECALS:

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

PEEL HERE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/08/2025

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

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

PRODUCER First Insurance Group 1405 N. College Avenue Bloomington IN 47404	CONTACT NAME: Audrey Frye PHONE (A/C, No, Ext): (812) 331-3230 E-MAIL ADDRESS: audreyf@figprotects.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company INSURER B: LM Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18988
--	---	------------------------

COVERAGES**CERTIFICATE NUMBER:** CL2541424099**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			09290556	04/13/2025	04/13/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Hired & Non-owned Auto \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 19 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5329055600	04/13/2025	04/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						PROPERTY DAMAGE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y	N/A		WC5-33S-B21K3Q-034	12/23/2024	12/23/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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


CERTIFICATE HOLDER**CANCELLATION**

Susan Coates

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.

 Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0444190358
Aug 26, 2016 LTR 147C
32-0503571

PILIS PARTY TACO LLC
MARIA GONZALEZ SOLE MBR
2215 S ROCKPORT RD
BLOOMINGTON IN 47403

Taxpayer Identification Number: 32-0503571

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 26th, 2016.

Your Employer Identification Number (EIN) is 32-0503571. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

/S/Ms. Lawrence
1001866411
Customer Service Representative

Vicky



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: ANGELICA JARILLO
DOB: 08/09/2002
STATUS: VALID as of 12/08/2025
NUMBER of DOCUMENTS: 1

I, Loretta Robinson, 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 8th of December, 2025.

Loretta Robinson, Director of Driver Records





INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253

Indiana Department of Revenue

Mike Braun, Governor



005339

PILIS PARTY TACO LLC
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111



FEIN	32-0503571
Taxpayer ID	0159485118
Letter ID	L0013391175
Date Issued	February 28, 2025

Dear Customer:

Attached is your Registered Retail Merchant Certificate (RRMC), which shows your Taxpayer Identification Number (TID) and three-digit Location Number (LOC) as your LOC ID. Please make note of this number, as you will need to use it on exemption certificates and for phone or written communication with the Indiana Department of Revenue (DOR).

Note the expiration date on the certificate. Your RRMC will be automatically renewed if your account remains in good standing. However, merchants who have unpaid tax liability(ies) owed to DOR cannot renew their RRMC.

All businesses are required to file and pay sales and/or withholding taxes online using INTIME, the Indiana Taxpayer Information Management Engine. If you have not already registered for INTIME, DOR's secure online system, you can register today using the Letter ID in the upper-right hand corner of this letter.

To create an online account, visit intime.dor.in.gov and click "Sign up" on the right side of the screen. You will need your Taxpayer ID (FEIN, SSN, etc.) and Letter ID to complete the process.

You can review and maintain your business by managing your addresses and responsible officers from "Names & Addresses" menu on the "All Actions" tab in INTIME. If you need to close an account, you can do this from the "Close Business Tax Accounts" link under the "All Actions" tab in INTIME.

If you have questions about your sales or withholding taxes, you may contact Customer Service at (317) 232-2240, Monday through Friday 8 a.m. – 4:30 p.m. EST.

Sincerely,

Indiana Department of Revenue



REGISTERED RETAIL MERCHANT CERTIFICATE

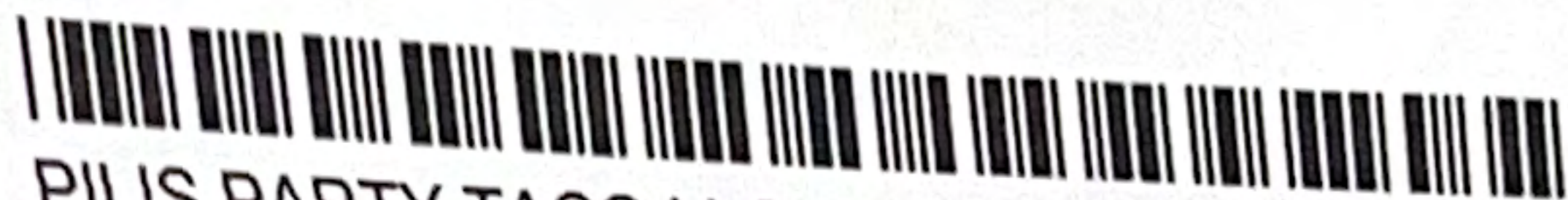
INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253
(317) 232-2240

PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON IN 47403-3339

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

FEIN 32-0503571
LOC ID 0159485118-001
ISSUED February 28, 2025
EXPIRES April 01, 2026

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



PILIS PARTY TACO LLC
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111

Robert J. Jenner

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----

TRUCK 2

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Elite Auto 812-714-8035
INSPECTOR'S NAME Mike Harris INSPECTOR'S PHONE # 812-653-6343
DATE OF INSPECTION 12/25
NAME OF VENDOR Bill Party Jaco
VEHICLE YEAR 2019 MAKE Ford MODEL F59
VIN 1F66F5KYOK0A09201

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are dark blue or black and run across the width of the page. There are approximately 20 lines visible. The paper has a slightly textured appearance and some minor discoloration or staining, particularly towards the bottom edge. A small, faint blue mark is visible near the center of the page.



12/25

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

Mobile Food Establishment License

Monroe County Health Department

This is to certify that:

Pilis Party Taco #2

Maria del Pilar Gonzalez

2361 W Rappel Avenue

Bloomington, IN 47404

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



Issued:

2/20/2025

By

Parish Rytterband MD

Monroe County Health Officer

2025

NON-NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 28, 2026



Pili's Party
Taco

follow us  
we cater 812/219-0539



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Current Date	Inspected by	Next Inspection Date	Inspection Number
01/08/2026	Cohenour, Chuck	12/16/2026	BFD-2025-0005119

Business Name	Address	City	State	Zip
Pilis Party Taco Truck #2	1507 West Arlington rd	Bloomington	IN	47404
		Suite		
		--		

Fire Inspection Results

No fire code violations found.

Thank You

On 01/08/2026 the Pilis Party Taco Truck #2 was inspected by Bloomington Fire Department and no deficiencies were found.

Inspection Signatures

Occupancy Contact Signature

Maria del Pilar Gonzalez
Building Owner
812-219-0539
Pilispartytaco@hotmail.com

Inspector Signature

Cohenour, Chuck
Deputy Fire Marshal
812-369-2201
charles.cohenour@bloomington.in.gov



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event:	Mobile Vendor in Right of Way
PW Resolution No:	2026-05
Petitioner/Representative:	Maria del Pilar Gonzalez, Owner of Pili's Party Taco Truck - 3
Staff Representative:	Susan Coates
Meeting Date:	01/13/2026

Pili's Party Taco Truck - 3, by its owner, Maria del Pilar Gonzalez, 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 2026-05
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
PILI'S PARTY TACO TRUCK - 3

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, Pili's Party Taco Truck - 3 (“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 1/13/2026, and ending on 1/13/2027.

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.

RESOLUTION 2026-05

- 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 13th DAY OF JANUARY 2026.

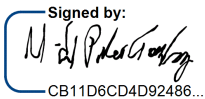
BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2026-05 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Signed by:

CB11D6CD4D92486...

Maria del Pilar Gonzalez

Date: _____ 1/8/2026

RESOLUTION 2026-05



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Pili's Party Taco Truck - 3
License Type	Mobile Vendor License
Contact	Maria del Pilar Gonzalez
Phone	812-219-0539
Email	pilispartytaco@hotmail.com
BPW Resolution No (if applicable)	2026-05
Issue Date of License	1/13/2026
Expiration Date of License	1/13/2027
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	1/13/2027
Department Head	Jane Kupersmith
Record Destruction Date	1/13/2030
License #	BL2025-000018
Document Digital Filing Location	G: ESD Shared: >SMALL BUSINESS DEVELOPMENT > LICENSING > LICENSES > Mobile Vendor > Businesses



City of Bloomington
Economic and Sustainable
Development (ESD)
bloomington.in.gov

401 N Morton ST Suite 150
Bloomington IN 47404

Phone: (812) 349-3418
esd@bloomington.in.gov

License #: BL2025-000018
Application Date: 12/23/2025

Application For Mobile Vendor License To The Board of Public Works

Applicant, Applicant, Owner

Armando Piquinto
1507 W Arlington Rd
Bloomington IN 47404

Owner

Maria del Pilar Gonzalez

Business Name: Pilis Party Taco
DBA:

Overview

License Classification:

Mobile Vendor

Products to be Sold:

Mexican Food
Truck 3

License Length:

1 Year - \$350

Planned hours of operation:

Periodic Events

**Place or places where you will
conduct business (If private
property, attach written permission
from property owner):**

Monroe County and surrounding counties

**Have you had a similar license,
either from the City of Bloomington,
or a different municipality, revoked?:
(If Yes) Provide details:**

No

The digital signature below was captured in the Enterprise & Permitting Licensing online software during the mobile vendor application process. It signifies the agreement to the following documents/statements:

- The Release of Liability where 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.
- The Prohibited Location Agreement.
- The Standards Conduct Agreement.

Account Holder
December, 23 2025

Armando Pioquinto



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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
10	27	01/31/25	08/10/18	53 - MONROE	R	25	TK191NMZ	GT	11	24	N	GT	TK191NMZ
EXPIRATION DATE		MUNICIPALITY		VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER		TYPE	COLOR			
01/31/26		BLOOMINGTON		98	CHE	P30	1GBHP32R2W/3304910		VA	WHI/			
CURRENT YEAR TAX	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
	12.00	0.00	0.00	12.00	25.00	0.00	45.35	0.00	82.35				
PRIOR YEAR TAX	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
REGISTRATION LICENSE TYPE													
TRUCK 11,000 GENERAL TRUCK NEW FORMAT													



Legal Address
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111

PILIS PARTY TACO LLC

1507 W ARLINGTON RD

BLOOMINGTON IN 47404-2111

0101

264:39:98



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/08/2025

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

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

PRODUCER First Insurance Group 1405 N. College Avenue Bloomington IN 47404	CONTACT NAME: Audrey Frye PHONE (A/C, No, Ext): (812) 331-3230 E-MAIL ADDRESS: audreyf@figprotects.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company INSURER B: LM Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18988
--	---	------------------------

COVERAGES**CERTIFICATE NUMBER:** CL2541424099**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			09290556	04/13/2025	04/13/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Hired & Non-owned Auto \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 19 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5329055600	04/13/2025	04/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						PROPERTY DAMAGE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y	N/A		WC5-33S-B21K3Q-034	12/23/2024	12/23/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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


CERTIFICATE HOLDER**CANCELLATION**

Susan Coates

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.

 Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0444190358
Aug 26, 2016 LTR 147C
32-0503571

PILIS PARTY TACO LLC
MARIA GONZALEZ SOLE MBR
2215 S ROCKPORT RD
BLOOMINGTON IN 47403

Taxpayer Identification Number: 32-0503571

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 26th, 2016.

Your Employer Identification Number (EIN) is 32-0503571. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

/S/Ms. Lawrence
1001866411
Customer Service Representative

Vicky



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: ANGELICA JARILLO
DOB: 08/09/2002
STATUS: VALID as of 12/08/2025
NUMBER of DOCUMENTS: 1

I, Loretta Robinson, 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 8th of December, 2025.

Loretta Robinson, Director of Driver Records





INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253

Indiana Department of Revenue

Mike Braun, Governor



005339

PILIS PARTY TACO LLC
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111



FEIN	32-0503571
Taxpayer ID	0159485118
Letter ID	L0013391175
Date Issued	February 28, 2025

Dear Customer:

Attached is your Registered Retail Merchant Certificate (RRMC), which shows your Taxpayer Identification Number (TID) and three-digit Location Number (LOC) as your LOC ID. Please make note of this number, as you will need to use it on exemption certificates and for phone or written communication with the Indiana Department of Revenue (DOR).

Note the expiration date on the certificate. Your RRMC will be automatically renewed if your account remains in good standing. However, merchants who have unpaid tax liability(ies) owed to DOR cannot renew their RRMC.

All businesses are required to file and pay sales and/or withholding taxes online using INTIME, the Indiana Taxpayer Information Management Engine. If you have not already registered for INTIME, DOR's secure online system, you can register today using the Letter ID in the upper-right hand corner of this letter.

To create an online account, visit intime.dor.in.gov and click "Sign up" on the right side of the screen. You will need your Taxpayer ID (FEIN, SSN, etc.) and Letter ID to complete the process.

You can review and maintain your business by managing your addresses and responsible officers from "Names & Addresses" menu on the "All Actions" tab in INTIME. If you need to close an account, you can do this from the "Close Business Tax Accounts" link under the "All Actions" tab in INTIME.

If you have questions about your sales or withholding taxes, you may contact Customer Service at (317) 232-2240, Monday through Friday 8 a.m. – 4:30 p.m. EST.

Sincerely,

Indiana Department of Revenue



REGISTERED RETAIL MERCHANT CERTIFICATE

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

PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON IN 47403-3339

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

FEIN 32-0503571
LOC ID 0159485118-001
ISSUED February 28, 2025
EXPIRES April 01, 2026

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



PILIS PARTY TACO LLC
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111

Robert J. Jenner

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----

TUCK3

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Elite Auto
INSPECTOR'S NAME Mike Harris INSPECTOR'S PHONE # 812-714-8035
DATE OF INSPECTION 12/19/25
NAME OF VENDOR Pilis Party taco
VEHICLE YEAR 1998 MAKE Chevy MODEL P30
VIN 1GBHP32R2W3304910

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

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

Additional Comments by Inspector: _____

Inspector Signature _____

Date: _____

12/19/25

**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**

Mobile Food Establishment License

Monroe County Health Department

This is to certify that:

Pili's Party Taco #3

Maria del Pilar Gonzalez

2361 W Rappel Avenue

Bloomington, IN 47404

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



Issued:

2/20/2025

By

Monroe County Health Officer

2025

NON-NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 28, 2026



Pili's Party
Taco

Menu
Pinto Asado
Mexican Chicken
Quesadilla
Gingos!
Burrito!
Nachos!
Taco Salad!
Carnitas
Al pastor
Birria
Cabeza de Res
Lengua
Veggie
Soy Chorizo

EVENTOS
03



City of Bloomington

bloomington.in.gov

Invoice INV-00005632

Armando Piquinto
1507 W Arlington Rd
Bloomington IN 47404

Invoice Date 1/7/2026

Invoice Due 2/6/2026

BL2025-000018

Mexican Food
Truck 3

1 Year Business License

\$350.00

Total

\$350.00

Mastercard and Visa payments up to \$1,000 can be made online: bton.in/civic. ([Direct Link:INV-00005632](#))

Payments over \$1,000 or cash, check, or money order payments may be completed in person at **City Hall, 401 N Morton St, Bloomington, IN 47404** or by mailing a check or money order to the following address.

City of Bloomington
PO Box 100
Bloomington, IN 47401

Make checks payable to **The City of Bloomington**.



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

Current Date	Inspected by	Next Inspection Date	Inspection Number
01/08/2026	Cohenour, Chuck	01/08/2026	BFD-2025-0003299

Business Name	Address	City	State	Zip
Philis Party Taco Truck # 3	1507 West Arlington rd	Bloomington	IN	47404
Suite Philis Party Taco Truck # 3				

Fire Inspection Results

No fire code violations found.

Thank You

On 01/08/2026 the Philis Party Taco Truck # 3 was inspected by Bloomington Fire Department and no deficiencies were found.

Inspection Signatures

Occupancy Contact Signature

Maria del Pilar Gonzalez
Manager
812-219-0539
Pilispartytaco@hotmail.com

Inspector Signature

Cohenour, Chuck
Deputy Fire Marshal
812-369-2201
charles.cohenour@bloomington.in.gov



Board of Public Works Staff Report

Project/Event: 2026 Parker Technology, LLC
Communications Contract Service Agreement
Petitioner/Representative: PW Parking Services, Jess Goodman
Staff Representative: Jess Goodman
Date: 01.13.2026

Report:

Parker Technology is our provider for video & audio communications for customers at all 4 of our parking garages entry, exit, and pay on foot station lanes. Parker services provides video/audio assistance to customers with live interaction with a 24/7 customer service representative, with multiple calls simultaneously across all four locations.

This service contract will cover all communications for all four parking garages for 2026

Total cost of contract = \$82,279.20

Project Funding Source: 452.26.260000.53640 (Hardware and Software Maintenance))

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



CONTRACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Jess Goodman
DATE: 01/13/2026
RE: 2026 Parker Technology Service Contract

Contract Recipient/Vendor Name:	Parker Technology
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jess Goodman
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/2/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	26-044
Due Date For Signature:	ASAP
Expiration Date of Contract:	01/01/2027
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$82,279.20
Funding Source:	452.26.260000.53640
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman

Summary of Contract:

Parker Technology is our provider for video & audio communications for customers at all 4 of our parking garages entry, exit, and pay on foots station lanes. Parker services provides video/audio assistance to customers with live interaction with a 24/7 customer service representative, with multiple calls simultaneously across all four locations.

This service contract will cover all communications for all four parking garages for 2025

City of Bloomington Contract and Purchase Justification Form

Vendor: Parker Technology

Contract Amount: \$82,279.20

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

PURCHASE INFORMATION

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

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

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

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

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

Parker technologies was installed 2020 at all four parking garages through Evens Time to provide real time audio and video customer assistance. Parker technologies is an integrated call center system that works directly with all of the City's parking equipment.

 Jess Goodman

Print/Type Name

 Parking Garage Manager

Print/Type Title

 Public Works

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
Parker Technology, LLC**

This Agreement, entered into, on the date last indicated on the signature lines below by and between the City of Bloomington Department of Public Works (the "Department"), and Parker Technology, LLC ("Contractor").

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall provide "communication services", as defined herein, within the following City of Bloomington Parking Garages: 4th Street Garage, Morton Street Garage, Walnut Street Garages & Trades District Garage. "Communication Services" includes the following services: 24/7 Call center service with unlimited calls, recording all video/audio interactions with customers, and providing City of Bloomington staff with reported equipment failure, and contacting City of Bloomington staff when additional customer service on site issues are needed. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2026, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Jessica Goodman, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eighty Two Thousand Two Hundred Seventy Nine dollars and Twenty Cents. (\$82,279.20). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Jessica Goodman, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are

insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

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

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

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

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

Article 11. Indemnification Contractor shall indemnify 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.

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

a. Comprehensive General Liability Insurance.

- i. \$1,000,000 for each occurrence
- ii. \$1,000,000 personal injury and advertising injury;
- iii. \$2,000,000 products and completed operations aggregate; and
- iv. \$2,000,000 general aggregate

b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 for each accident.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Parker Technology, LLC, 1630 N Meridian Street, Suite 125, Indianapolis, IN 46202

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

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It

supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

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

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

CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel DATE

Parker Technology

Brian Modiano 12/31/25
Brian Modiano, CFO DATE

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director DATE

Kyla Cox-Deckard, DATE
President, Board of Public Works

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

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

1. The undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
2. The undersigned hereby states that they do not have any employees and, as such, they do not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
3. The undersigned hereby states that if they intend to employ anyone, they will immediately enroll in E-Verify and will use such program.

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

Brian Modiano RPY 12/31/25
Signature
Brian Modiano RPY 12/31/25
Printed name

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

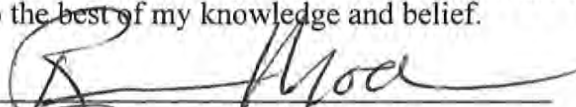
The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the CTO of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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

Signature

Printed name


Brian Modiano



SALES PROPOSAL

1630 N Meridian St. Ste. 125
Indianapolis, IN 46202
800.923.2704
sales@parkertechnology.com
www.parkertechnology.com

Proposal Number: # Q-2290
Date: 12/29/2025

BILL TO:

City of Bloomington
300 N. Morton Street
Bloomington, IN, 47404

SHIP TO:

City of Bloomington
300 North Morton Street
Bloomington, IN, 47404

Location : Shared Services for City of Bloomington Q-2290

300 N Morton Bloomington, IN, 47404

Item Description	Price	Qty	Subtotal
Parker 24/7			
Parker Serviced Calls	\$6,529.31	1	\$6,529.31
Number of calls answered by Parker Technology's customer service team.			
Location Totals:	One Time Charge \$0.00	Monthly Recurring	\$6,529.31



SALES PROPOSAL

Location : Walnut Street Garage Q-2290

33 W. Walnut St Bethlehem, PA, 18018

Item Description		Price	Qty	Subtotal
Parker 24/7				
Parker Software Platform SaaS			4	\$67.76
Monthly fee for software maintenance and updates and support based on number of endpoint connections.				
Location Totals:		One Time Charge \$0.00	Monthly Recurring	\$67.76



SALES PROPOSAL

Location : Trade District Garage Q-2290

489 W. 10th St. Bloomington, IN, 47403

Item Description		Price	Qty	Subtotal
Parker 24/7				
Parker Software Platform SaaS			6	\$90.12
Monthly fee for software maintenance and updates and support based on number of endpoint connections.				
Location Totals:		One Time Charge \$0.00	Monthly Recurring	\$90.12



SALES PROPOSAL

Location : Morton Street Garage Q-2290

220 N Morton St. Bloomington, IN, 47404

Item Description		Price	Qty	Subtotal
Parker 24/7				
Parker Software Platform SaaS			5	\$84.70
Monthly fee for software maintenance and updates and support based on number of endpoint connections.				
Location Totals:		One Time Charge \$0.00	Monthly Recurring	\$84.70



SALES PROPOSAL

Location : 4th Street Garage Q-2290

39 N 4th St Easton, PA, 18042

Item Description	Price	Qty	Subtotal
Parker 24/7			
Parker Software Platform SaaS		5	\$84.70
Monthly fee for software maintenance and updates and support based on number of endpoint connections.			
Location Totals:	One Time Charge \$0.00	Monthly Recurring	\$84.70

Proposal Totals:	One Time Charge \$0.00	Monthly Recurring	\$6,856.59
------------------	------------------------	-------------------	------------

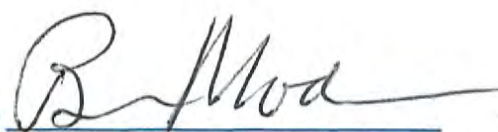
Proposals are valid for 30 days. Please sign and return to initiate the sales process. Note: sales tax is not included on this proposal but may be added once invoicing occurs.

All call center services and software licenses are subject to Parker Technology's Subscription Service Terms & Conditions, which are available at www.parkertechnology.com/legal. Your signature below confirms your acceptance of these terms.

If applicable, all hardware purchases are subject to the Parker Technology Master Dealer Agreement on file.

Accepted By: _____

Accepted Date:

Sales Rep: 
CFO

Signed Date: 12/31/25



Board of Public Works Staff Report

Project/Event: 2026 Evens Time Maintenance Service Agreement
Petitioner/Representative: Public Works, Jess Goodman
Staff Representative: Jess Goodman
Date: 1.9.2026

Report:

Maintenance Service Contract

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

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

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

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

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

Parts – All replacement parts are **not** included (under the Silver agreement). Also does not cover acts of God, vandalism, and personal property damage.

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

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

We recommend approval of this contract

Total cost of Maintenance Service Contract = \$47,249.81

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



ACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Jess Goodman
DATE: 11/4/2025
RE: 2026 Evens Time Maintenance Service Contract

Contract Recipient/Vendor Name:	Evens Time LLC
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jess Goodman
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Brittingham
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1031
Due Date For Signature:	January 1, 2026
Expiration Date of Contract:	12/31/2026
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$47,249.81
Funding Source:	452.26.260000.53640
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman

Summary of Contract:

Maintenance Service Contract

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

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

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

Priority Response - Customer will be scheduled ahead of all other service work. Priority service support hours are defined as Monday- Friday, 8:00 am-4:00 pm, within 2 hours of service request, excluding Evens Time recognized holidays and weather or emergency closings. Service for calls made at 5:00 pm or after will be billed at the after-hours rate. Evens Time does not guarantee resolution to the call within the guaranteed time but rather a response to the service request.

After-Hours Rates - Weekend rates are \$230.00/hr. with a 2-hour minimum. Weekend hourly rate is not to exceed \$1,366.00 for the duration of the contract.

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

Parts – All replacement parts are not included (under the Silver agreement). Act of god and vandalism to equipment are not covered.

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Evens Time

Contract Amount: \$47,249.81

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

PURCHASE INFORMATION

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

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

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

of Submittals:

Yes No

Met city requirements?

☒ ☐

Met item or need requirements?

☒ ☐

Was an evaluation team used?

☐ ☒

Was scoring grid used?

☐ ☒

Were vendor presentations requested?

☐ ☒

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

☐ ☒

Evens time is the current vendor for all PARCS equipment in the City of Bloomington Parking Garages. This is a service agreement for maintenance of all PARCS and Amano equipment

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

Evens time is the current vendor for all PARCS equipment. This is a service agreement for maintenance of all PARCS equipment

 Jessica Goodman

Print/Type Name

 Parking Garage Manager

Print/Type Title

 Public Works

Department

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

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

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

Priority service support hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding Evens Time-recognized holidays and any weather-related or emergency closures. During these hours, Contractor shall respond to service requests within four (4) hours of receipt.

Service requests received at or after 5:00 p.m. will be billed at the **after-hours rate** of \$230.00 per hour, with a two (2) hour minimum. After-hours and weekend services must be pre-approved by the Parking Garage Manager, Jessica Goodman, of the Public Works Department.

This service agreement includes all equipment inspections, software updates network support, supplies, and travel costs required to perform the Services **during normal business hours as defined above**. Any work performed outside of these hours, including weekends or holidays, may be subject to additional charges.

The agreement does **not** cover parking equipment parts, damages or service needs arising from acts of God (e.g., natural disasters), vandalism, or personal property damage.

Contractor shall diligently perform the Services in a timely manner consistent with the Standard of Care outlined in Article 2. All Services under this Agreement shall be completed by December 31, 2026, unless a later date is mutually agreed upon in writing by both parties. Completion shall mean all work associated with the Services has been finalized.

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

1.1 Service coverage is subject to the End-of-Life (EOL) policy outlined in Section 25.

1.2 Modification of Services. Evens Time, Inc. reserves the right to modify the scope of Services to accommodate changes due to the end-of-life (EOL) of equipment or software as determined by the manufacturer. In such cases, Evens Time, Inc. will provide the Client with written notice of the modification, including details of the EOL and the impact on the Services.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to

Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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

Article 4. Compensation Department shall pay Contractor for all Services listed in Article 1 during priority service support hour for a fixed monthly rate, not to exceed Forty Seven Thousand Two Hundred Forty Nine Dollars and Eighty One Cents (47,249.81). Contractor shall submit monthly invoices in the amount of Three Thousand Nine Hundred and Thirty Six Dollars and Forty Nine Cents (3,937.49) for a period of twelve (12) months to cover services outlined in this agreement during normal business hours. The agreement does **not** cover replacement parts, damages or service needs arising from acts of God (e.g., natural disasters), vandalism, or personal property damage.

In the event that Department request Contractor's service after-hours, as defined in Article 1, Contractor will provide detailed invoicing for their time spent and work completed, and will bill the Department at an hourly rate of two hundred and thirty dollars (\$230.00) per hour for an amount not to exceed One Thousand Three Hundred and Sixty Dollars and Sixteen Cents (\$1,366.16).

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

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

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

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

data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

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

- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence
 - ii. \$1,000,000 personal injury and advertising injury:
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate

- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 for each accident.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor

induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Article 25. End-of-Life (EOL) Policy – PARCS Equipment

25.1 Definition of End-of-Life. For the purposes of this Agreement, “End-of-Life” (EOL) refers to the point at which the manufacturer officially discontinues support, software updates, spare parts, or services for any hardware or software component of the parking equipment, including but not limited to all PARCS equipment and all related infrastructure.

25.2 EOL Notification. Evens Time, Inc. will notify the Customer in writing if any hardware or software currently covered under this Agreement is designated as EOL. Notice will be provided at least ninety (90) days prior to the official EOL date, where reasonably possible, and will include details regarding the affected equipment, support timelines, and available upgrade options.

25.3 Support Limitations After EOL. After the official EOL date, Evens Time, Inc. will provide continued support for Opus equipment and software on a best-effort basis, subject to the following limitations:

- Replacement parts may be unavailable or subject to significant lead times.
- Software updates, patches, or bug fixes may no longer be issued by the manufacturer.
- Technical support may be limited based on OEM resource availability.

25.4 Upgrade Recommendations. Evens Time, Inc. may provide written recommendations for hardware or software upgrades necessary to maintain performance and compatibility. All upgrade or replacement costs will be the responsibility of the Customer unless otherwise agreed in writing.

25.5 Agreement Modification Due to EOL. If a component reaches EOL and support becomes infeasible, the parties may mutually amend this Agreement to exclude the affected items or adjust the service scope and associated fees accordingly.

25.6 Limitation of Liability. Evens Time, Inc. shall not be liable for system performance degradation, service disruptions, or security risks that arise from continued use of PARCS equipment or software when upgrades or replacements have been recommended but not implemented by the Customer.

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

CITY OF BLOOMINGTON

Kerry Thomson, Mayor

DATE

Evens Time, LLC

LoisAnn McDole

Lois Ann McDole

VP of Business Management

DATE

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

DATE

Kyla Cox-Deckard,
President, Board of Public Works

DATE

“EXHIBIT C”
AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR HAS EMPLOYEES

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

1. The undersigned is the VP, of Business Management 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.

LoisAnn McDole
Signature
LoisAnn McDole
Printed name

AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR DOES NOT HAVE EMPLOYEES

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

1. The undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
2. The undersigned hereby states that they do not have any employees and, as such, they do not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
3. The undersigned hereby states that if they intend to employ anyone, they will immediately enroll in E-Verify and will use such program.

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

Signature

Printed name

PLACEHOLDER

For Contract with RTA

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/9/2026	Payroll				761,880.00
					<u>761,880.00</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 **\$ 761,880.00**

Dated this 13th day of January year of 2026.

_____	_____	_____
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: Purchase of Fire Engine

Petitioner/Representative: Max Litwin, Deputy Fire Chief

Staff Representative: Max Litwin, Deputy Fire Chief

Date: 01/13/2026

Report:

This purchase will allow for continuation of the replacement cycle of Fire's apparatus as well as an additional backup unit to serve special events and/or fill in for other apparatus undergoing maintenance/repairs to keep a full complement of front line units. Significant length of delivery time as well as increasing prices has become a serious obstacle for securing Fire apparatus. HME's availability of this stock unit allow Fire to navigate both at once. Securing this unit now will avoid an upcoming price increase of their inventory as well in 2026, and it is available for immediate delivery. In addition, this apparatus will be purchased through HME, Inc. utilizing Sourcewell contract #113021-HME. The price on legal memo reflects the amount that will be owed after trade-in of an existing apparatus.



CONTRACT COVER MEMORANDUM

TO: Enedina Kassamanian, Assistant City Attorney

FROM: Max Litwin, Deputy Fire Chief

DATE: 01/13/2026

RE: Purchase of fire engine

Contract Recipient/Vendor Name:	HME
Department Head Initials of Approval:	MBZ
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Max Litwin, Deputy Fire Chief
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Enedina Kassamanian
Record Destruction Date: <i>(Legal to fill in)</i>	2046
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	26-036
Due Date For Signature:	ASAP
Expiration Date of Contract:	N/A
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$678,272.00 (\$731,772.00 before trade-in)
Funding Source:	2240-08-080000-54440
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

This contract is for the purchase of a Fire Engine to maintain the cycling of reserve and front line apparatus.

City of Bloomington Contract and Purchase Justification Form

Vendor: HME

Contract Amount: \$678,272.00

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

PURCHASE INFORMATION

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

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

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

	Yes	No		Yes	No
# of Submittals: 1			Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sourcewell contract #113021-HME		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

This purchase will allow for continuation of the replacement cycle of Fire's apparatus as well as an additional backup unit to serve special events and/or fill in for other apparatus undergoing maintenance/repairs to keep a full compliment of front line units. Significant length of delivery time as well as increasing prices has become a serious obstacle for securing Fire apparatus. HME's availability of this stock unit allow Fire to navigate both at once. Securing this unit now will avoid an upcoming price increase of their inventory as well in 2026, and it is available for immediate delivery. In addition, this apparatus will be purchased through HME, Inc. utilizing Sourcewell contract #113021-HME. The price on this form reflects the amount that will be owed after trade-in of an existing apparatus.

 Max Litwin

Print/Type Name

 Deputy Chief

Print/Type Title

 Fire

Department



APPARATUS SALES AGREEMENT

This Apparatus Sales Agreement ("Agreement") sets forth the terms and conditions under which HME, INC., a Michigan corporation of 1950 Byron Center Ave., Wyoming, Michigan 49519 ("HME") will sell an apparatus as further identified on *Schedule A* ("Apparatus") to the following buyer ("Buyer") and Buyer will purchase the Apparatus.

Buyer:

Bloomington Fire Department

(Name of Buyer)

2917 S. McIntire Lane

(Street)

Bloomington

IN

47403

(City)

(State)

(Zip)

Attention: **Max Litwin, Deputy Chief**

Telephone No. (812) 332-9763

E-mail Address: litwinm@bloomington-in.gov

This Agreement is comprised of this Signature Page, the attached *Schedule A*, and the attached General Terms and Conditions.

The parties have executed this Agreement based on the dates of the signatures below.

HME, INC.

By: 

(HME Signature)

Max Litwin

(Type or Print Individual's Name)

Its: 

(Type or Print Individual's Title)

Date: **12-5-25**

City of Bloomington Fire Department

(Type or Print Buyer's Name)

By: 

Digitally signed by litwinm
Date: 2025.12.01 11:21:12 -05'00'

(Buyer Signature)

Max Litwin

(Type or Print Individual's Name)

Its: **Deputy Fire Chief**

(Type or Print Individual's Title)

Date: **12-1-2025**

SIGNATURE PAGE

20670331

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

SCHEDULE A

APPARATUS INFORMATION

Apparatus Type:	Rescue Pumper, 24315
Date of Specifications:	10/12/2023
Price:	731,772 (includes Sourcewell fee, delivery and shelving)
Pre-Construction Conference Date: (if needed)	N/A
Expected Delivery Date:	January 6, 2026
Additional Terms:	Customer is trading in a 2001 Pierce Quantum Quint, the proceeds of which will be \$53,500, to be wired to HME as a non-refundable down payment towards the purchase.



Board of Public Works Staff Report

Project/Event: Sanitation Software Renewal
Petitioner/Representative: Public Works Department - Sanitation Division
Staff Representative: Lazarus Sears, Director
Meeting Date: January 13, 2026

The Routeware software system (named ReCollect) provides digital education and website outreach tools that enhance municipal sanitation and recycling operation capabilities to the public. This is a renewal of the Routeware software system, which has been in place and used by the Sanitation Division since November of 2020.

☒ **Routeware** **\$ 17,728.20**



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works Department
DATE: 1/13/2026
RE: Renewal of the Routeware sanitation digital educational and informational software system (named ReCollect).

Contract Recipient/Vendor Name:	Routeware
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Lazarus Sears
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>	26-309
Due Date For Signature:	1/13/2026
Expiration Date of Contract:	12/31/2026
Renewal Date for Contract:	None
Total Dollar Amount of Contract:	\$17,728.20
Funding Source:	1101-02-020000-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
EEO Statement Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: The Routeware software system (named ReCollect) provides digital education and website outreach tools that enhance municipal sanitation and recycling operation capabilities to the public. This is a renewal of the Routeware software system, which has been in place and used by the Sanitation Division since November of 2020.

SERVICES AGREEMENT ADDENDUM
between the
CITY OF BLOOMINGTON
and
Routeware, Inc.

This addendum to the parties' Agreement (the "Addendum") supplements the Master Sales and Licensing Agreement (MSLA) by and between the City of Bloomington by and through its Department of Public Works (hereinafter referred to as "City"), and **Routeware, Inc.**, (hereinafter referred to as "Service Provider"). NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **E-Verify.** Service Provider previously executed an E-Verify affidavit, which is attached hereto as part of the **Exhibit A**. By signing this Agreement, Service Provider affirms that they remain compliant with the statements listed on the E-Verify Affidavit in **Exhibit A**.
2. **Non-Collusion.** Service Provider's signature affirms that they have not, nor has any other member, representative, or agent of Service Provider, entered into any collusion by agreement or otherwise 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.
3. **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. In the event no funds or insufficient funds are appropriated by the Customer's City in any fiscal period for any payments due hereunder, Customer will notify Company of such occurrence in writing at least sixty (60) days prior to the end of the then-current fiscal period, including documentation of defunding from the entity, and the Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Customer of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.
4. **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.

5. **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.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

CITY OF BLOOMINGTON

CONTRACTOR

Margie Rice
Corporation Counsel, City of Bloomington

Signature _____ Date _____

Printed Name, Title

EXHIBIT “A”

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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

Signature

Printed name



Q-13803

City of Bloomington IN

QUOTE NUMBER Q-13803

Routeware, Inc.
7719 Wood Hollow Dr.
Suite #150
Austin, TX 78731

Order	Q-13803
Good Through:	Jan 30 2026
Payment Terms:	Net 45
Term	12 Months

Ship To

Lazarus Sears
City of Bloomington IN
P.O. Box 100 401 N. Morton Street
Bloomington, Indiana 47402
United States
lazarus.sears@bloomington.in.gov

Bill To

City of Bloomington IN
Sourcewell 1441 #041521-RCS
3406 S. Walnut Street
Bloomington, Indiana 47403
United States

Salesperson**Phone****Email**

Routeware Customer Success

customersuccess@routeware.com

Statement of Confidentiality & Non-Disclosure

The parties acknowledge that the City of Bloomington is a government entity and subject to the Indiana Public Records Act. Notwithstanding anything contained herein to the contrary, the City shall not be responsible to Routeware for any disclosure of Confidential Information pursuant to the Act or pursuant to the City of Bloomington's public records act laws, rules, regulations, instructions or other legal requirement.

Routeware retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

RECURRING SUBSCRIPTIONS

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
ReCollect Collection Calendar	Annually	1	\$4,927.10	\$4,927.08
ReCollect Waste Wizard	Annually	1	\$2,586.66	\$2,586.72
ReCollect Special Collection	Annually	1	\$10,214.40	\$10,214.40
SUBSCRIPTIONS TOTAL (USD):				\$17,728.20

Payment Terms -

The Software Fee Effective Service Date for this Order will be 2025-12-01.

Invoices for Recurring Subscriptions shall be issued annually in advance, with the initial invoice issued on the Effective Service Date and each subsequent invoice due on the corresponding date of each successive anniversary thereafter. The term of the Recurring Subscription(s) shall commence on the Effective Service Date.

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to Routeware's Master Sales and Licensing Agreement (MSLA) with an effective date of December 1, 2025, located at <https://www.routeware.com/Clients>, along with the Services Agreement Addendum between the City of Bloomington and Routeware, Inc., including the Affidavit Regarding E-Verify as Exhibit A, attached and incorporated herein. Any purchase orders issued in response to this Order will be deemed acceptance of such terms.

<https://www.routeware.com/Clients/> Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately.

This system requires cellular connectivity for each vehicle which may need to be purchased separately.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.

Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

Additional Terms -

Customer is authorized to employ the aforementioned solution(s) for a maximum of fifteen thousand (15,000) residents or up to six thousand (6,000) service addresses, whichever is achieved first. Additional charges will be incurred if the solution(s) are used beyond either of these specified limits.

IN WITNESS WHEREOF, the Parties to the Order Form has caused it to be executed by their authorized officers as the day and year of the signatories below.

City of Bloomington IN

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Purchase Order Details:

Purchase Order number: _____

Issuance of Purchase Order ("PO") in lieu of signature denotes acceptance of Order Form by Customer. Receipt of complete and accurate PO is required prior to Order execution.

Routeware, Inc, and Affiliates

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Please sign and email to Routeware Customer Success Team at customersuccess@routeware.com

FOR INTERNAL USE ONLY

Reviewed By:

ROUTEWARE, INC.

MASTER SALES AND LICENSE AGREEMENT

This Master Sales and License Agreement (“MSLA”) governs the Routeware Order(s) as defined herein, by and between Routeware, Inc., being a Delaware Corporation having its principal office at 7719 Wood Hollow Dr., Suite 150, Austin, TX 38731 (the “Company”) and the Customer as defined in the Order(s) (“Customer”).

1. DEFINITIONS

The definitions of terms set forth in the Order are incorporated by reference herein. In addition, the following terms shall have the following meanings in the Order and in all Incorporated Agreements.

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

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

“Company” means Routeware, Inc. and its subsidiaries.

“Company Cloud Hosting” shall mean the provision by Company of hosting services of Software, as described in the Order and more fully defined in the Cloud Hosting SLA in Section 4.

“Company Cloud Hosting SLA Exclusions” has the meaning set forth in Section 4.

“Company Content” means any Intellectual Property created, acquired, or licensed by Company and included in the Company Platform and/or the Services, other than Customer Content.

“Company Materials” means the Company Platform, the Company Content, the Company Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Company in connection with the Services or otherwise comprise or relate to the Services, the Company Platform or the Company Systems. For the avoidance of doubt, Company Materials do not include Customer Content.

“Company Platform” means Company’s mobile phone applications, web widgets, back-office administration dashboard, APIs and any third-party or other software that Company provides remote access to, or a license to use, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.

“Control” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Confidential Information” has the meaning set forth in Section 11.

“Customer Data” means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly, from Customer by or through Company Cloud Hosting or that incorporates or is derived from the processing of such information, data or content by or through Company Cloud Hosting. “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during a calendar month in which Company Cloud Hosting was in the state of “Region Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Company Cloud Hosting SLA Exclusion (defined in Section 4).

“Data Sets” mean digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in Software compatible format(s) supplied by Company or as part of Third-Party Products.

“Day(s)” unless otherwise indicated, days shall reference Calendar Days.

“Designated Computer System” means a computer system and/or central processing units with associated network and licensed users, as set forth in the Order.

“Dispute” has the meaning set forth in Section 11.11.

“Documentation” means user guides, user manuals, specifications, and other documentation provided by

Company as such documentation may from time to time be amended or modified by Company.

“Effective Date” means the date of Customer Signature or issuance of Purchase Order and Acceptance of the MSLA.

“Fees” means the amounts due for all Products and Services under the Order.

“Hardware” means all items designated in the Order as “Hardware.”

“License Period” means the period listed on the Order, and any period of renewal (which shall be automatically renewing periods equivalent in length to the period listed on the Order), or, if no such period is stated on the Order, for automatically renewing periods of one (1) year started from the Effective Date.

“MSLA” means this Master Sales and License Agreement.

“Order” means the order to which this MSLA and any other Incorporated Agreements are incorporated by reference.

“Products” means Hardware and Software.

“Region Unavailable” and **“Region Unavailability”** mean that the Company Cloud Hosted Service is “Unavailable” to Customer.

“RMA” means Return Merchandise Authorization, as described for the evaluation process for malfunctioning equipment in Section 8.3.

“SaaS” means Software as a Service and refers to Routeware’s Cloud-based products.

“Services” means all items designated in the Order as “Services” and “Support.”

“Service Commitment” has the meaning set forth in Section 4.

“Service Credit” means a dollar credit, calculated as set forth in Section 4, that Company may credit back to an eligible account.

“SLA” means Service Level Agreement in all instances.

“Software” means all items designated in the Order as “Software” or “Company Platform” and includes all Updates.

“Support” means all items designated as “Support” in the Order.

“TaaS” means Tablet as a Service

“Taxes” has the meaning set forth in Section 2.3.

“Third-Party Products” means hardware and software sold by Company that is manufactured, developed or made available by other companies and distributed by Company for use in conjunction with the Products, including but not limited to products from Microsoft, Google, and open source or “free” software.

“Third-Party Terms” has the meaning set forth in Section 5.

“Unavailable” and **“Unavailability”** means when Customer has no connectivity to its Company Cloud Hosted Service.

“Updates” are subsequent releases of Software which Company generally makes available to its customers who have purchased a Support Plan. Updates typically include bug fixes, patches, and feature enhancements. Updates typically do not include any new functionality that constitutes a new product (which is so designated at Company’s sole discretion) for which Company charges a separate fee. Updates are provided as and when available (as determined by Company) and may not include all previously available supported features. Company develops Updates in its discretion and has no obligation to develop any specific feature or functionality.

2. GENERAL ORDERING PROCESS AND PAYMENT

2.1 Delivery. For those Orders including the shipping of products, Company will use reasonable efforts to meet the delivery dates for Products and Services that are specified in the Order. All Product shipments are delivered F.O.B. to Company’s facility, with title and risk of loss passing at that time. All Products are deemed accepted upon delivery. Delivery delay or default of any installment shall not relieve the Customer of its obligation to pay for Products or Services provided by Company or accept remaining deliveries of Product.

2.2 Payment Terms. Payments are invoiced and paid in accordance with the payment terms described in the Order.

2.3 Taxes and Duties. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, any sales, value added or goods and services tax, or other governmental

charges or tariffs imposed or payable in connection with the rights granted to Customer under this Agreement, or in connection with the payment of Fees (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Company will invoice Customer and Customer will pay that amount, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on its income, property and employees.

2.4 Price Adjustment. Beginning on the one-year anniversary of the Effective Date, Company may, upon sixty (60) calendar days' prior notice to Customer, prospectively increase any Fees. Should Customer object to the Price Adjustment, Customer may terminate the renewal Agreement by notifying Contractor in writing at least thirty (30) days prior to Price Adjustment Effective Date.

2.5 Suspension of Services. If any amount owed by Customer under this or any other agreement for Products or Services is thirty (30) days or more overdue, Company may, without limiting its other rights and remedies, at its option, delay the delivery of Products and/or suspend the Services until such amounts are paid in full. Customer will reimburse Company in full for any and all collection costs incurred by Company.

3. SOFTWARE LICENSES; SUPPORT

3.1 License. Subject to the provisions of the Agreement (including any geographical or location restrictions set forth in the Order), subject to the Customer's payment of the Fees described in the Order, Company grants a limited, personal, non-transferrable, non-sublicensable, non-exclusive license during the License Period (which can be for a period certain or perpetual) to Customer:

- (a) To operate the Software, if any, Data Sets, if any, and Products, and use the Services for Customer's internal purposes as set forth and subject to the limitations in the Order, in accordance with the Documentation.
- (b) To operate the Software, if any, on up to the number of trucks or users authorized on the Order, in accordance with the Documentation. Under no circumstances may Customer load Software on hardware (including computers and peripherals) that is not sold or certified and approved by Company.
- (c) To use the Documentation in connection with the licenses described in this Section 3.1 subsections (a) and (b).
- (d) The Products and/or Services may contain functionality that uses anonymized customer data. Customer agrees that their anonymized data will be used in the Company's Products and/or Services.

3.2 Period of License. The license described in Section 3.1 will continue in force for the License Period, subject to, in the case of a subscription, either party electing against renewal or requesting reduction of any product by notifying the other party in writing at least thirty (30) days prior to the end of the then-current License Period. Such notice must be provided on Customer's company letterhead, include the date of the notice, applicable products and quantity, signed by an authorized party, and may be submitted electronically.

3.3 Restrictions; Reservation of Rights. Customer agrees not to (and to not enable any third party to):

- (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software (except to the extent required by law or as necessary for interoperability purposes as required under terms and conditions required by the providers of Third-Party Products);
- (b) distribute, transfer, grant sublicenses to, or otherwise make available the Software or Documentation to third parties, including making the Software or Documentation available
 - (i) through resellers or other distributors, or
 - (ii) as an application service provider, service bureau, or rental source;
- (c) embed or incorporate in any manner all or part of the Software into other applications of Customer or third parties other than as authorized in applicable Documentation;
- (d) create modifications to or derivative works of the Software;
- (e) reproduce the Software;
- (f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the

Software;

(g) use or transmit the Software in violation of any applicable law, rule or regulation, including any export/import laws;

(h) if the Order sets forth a Designated Computer System, use the Software on a computer system other than a Designated Computer System; remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Software;

(i) create any software that competes with the Software or provides substantially the same functions as the Software; or

(j) use the Software in a country other than as indicated in the Order. All Software is a “commercial item,” as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R.12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), Software is provided to U.S. Government End Users

(i) only as a commercial end item; and

(ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Other than as stated in this Agreement, Company grants Customer no other right, title or interest in any Software.

4. COMPANY CLOUD HOSTING

4.1 SERVICE COMMITMENT. Company will use commercially reasonable efforts to make Company Cloud Hosting available with a Monthly Uptime Percentage of at least 99.0%. (the “Service Commitment”). In the event Company Cloud Hosting does not meet the Service Commitment, Customer will be eligible to receive a Service Credit as described below. Company may use the services of a third-party cloud hosting service to perform services hereunder.

4.2 SERVICE COMMITMENTS AND SERVICE CREDITS. Service Credits are calculated as a percentage of the total charges paid by Customer (excluding one-time payments) for Company Cloud Hosting for the monthly billing cycle in which the Unavailability occurred in accordance with the following schedule:

Every effort will be made by the Company to conduct periodic monitoring of its Products to assess availability in order to meet the following service availability targets.

Objective	Definition	Target
Software Uptime*	Software application availability time (EasyRoute, SmartCity, ReCollect, Recyclist, Elements, EnCore, etc.)	99%

*Uptime SLA only applies to Software hosted by the Company. Scheduled service unavailability times are not included in our uptime calculations. Uptime is measured every 180 days over standard service across all customers.

If the Company does not meet the Uptime Percentage Target specified above, Customer will be entitled, upon written request, to a service level credit (“Service Level Credit”), with respect to the applicable Software, equal to the total number of minutes of downtime during the month divided by the total month’s minutes, minus 0.01, all multiplied by the monthly average Software Fee derived from one-twelfth (1/12th) of the then-current annual Software Fees paid to the Company. Such Service Level Credit will be applied to the customer’s invoice for the billing period following the date on which the Company approves the request for credit by the Customer.

Company will apply any Service Credits only against future Company Cloud Hosting payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Company. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is

greater than one dollar (\$1 USD). Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Company to provide Company Cloud Hosting is the receipt of a Service Credit (if eligible) in accordance with the terms of this Cloud Hosting Service Level Agreement (SLA).

4.3 CREDIT REQUEST AND PAYMENT PROCEDURES. To receive a Service Credit, Customer must submit a claim by email to the Support email address set forth in the Order. To be eligible, the claim must be received by Company by the 60th day after the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that Customer is claiming; and
3. Customer's request logs that document the errors and corroborate Customer's claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by Company and is less than the Service Commitment, then Company will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by Company. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

4.4 COMPANY CLOUD HOSTING SLA EXCLUSIONS. The Service Commitment does not apply to any unavailability, suspension or termination of Company Cloud Hosting, or any other Company Cloud Hosting performance issues: (i) caused by factors outside of Company's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Company Cloud Hosting; (ii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology, such as, for example, billing systems, customer records management systems, 311 systems, and route management systems, but excluding third party equipment within Company's direct control; (iii) that result from any scheduled maintenance or security-related reasons; or (iv) arising from our suspension and termination of Customer's right to use Company Cloud Hosting in accordance with the Agreement (collectively, the "Company Cloud Hosting SLA Exclusions").

4.5 SECURITY AND CUSTOMER DATA. Customer Data is owned exclusively by Customer. Company will make commercially reasonable efforts to ensure the privacy and security of Customer Data by utilizing industry standard practices, including data encryption and password protection, and by making regular scheduled data backups. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of Company Cloud Hosting; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data. NOTWITHSTANDING ANYTHING HEREIN APPARENTLY TO THE CONTRARY, COMPANY HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.

5. THIRD PARTY PRODUCTS. Third-Party Products may be subject to additional license terms and restrictions ("Third-Party Terms"), which Company will make available to Customer as required by the suppliers of such Third-Party Products. In the event of a conflict between the terms of this Agreement and any Third-Party Terms, the Third-Party Terms shall control to the extent of the conflict. Company hereby assigns to Customer (to the extent assignable) all warranties given by the supplier(s) of Third-Party Products; provided, however, that Customer agrees to look to the supplier(s) for any Third-Party Products warranty, service and other post-purchase issues. Customer is solely responsible for obtaining any and all components, updates, new versions, and releases for any Third-Party Products necessary for use in connection with the Products.

6. AUDITS. During the term of the Agreement and for a period of one (1) year thereafter, Company will have the right to perform an audit not more than once each year to verify that Customer is using the Products in compliance with the Agreement. The audit will include at a minimum Company having access to all Software, Hardware, Documentation and related Customer equipment (including all servers and personal computers that contain Software,

and any hardware that contains Software). The audit will be performed from Monday through Friday, between 8:00 a.m. and 5:00 p.m. local time, and upon not less than fifteen (15) days' prior written notice to Customer. The audit will be conducted virtually or onsite at the Customer's premises, at Company's sole cost and expense, subject to reasonable security and access restrictions. Customer will be permitted to have Customer personnel present during the audit. If an audit conducted under this section discloses that Customer has underpaid by more than 3% any amounts payable under this Agreement during the period covered by the audit, Customer will pay Company the amount of that underpayment and, in addition, will:

- (1) reimburse Company's reasonable and actual costs for that audit and
- (2) be subject to legal remedies available to Company for Customer's breach of the Agreement.

7. INTELLECTUAL PROPERTY RIGHTS. Title to the Company Materials (excluding any Customer Content incorporated therein) shall at all times remain with Company or its third-party licensors as applicable. Customer acknowledges that the Services and the Company Materials are proprietary to Company and that all rights thereto are owned by Company or its third-party licensors as applicable. The Customer further acknowledges that the Company Materials contain trade secrets of Company and that the Company Materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties. Under no circumstances will a copy of any software comprising the Company Platform be provided to the Customer. The Customer shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the Company Platform.

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 Mutual. Each party represents and warrants to the other party that:

- (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts this Agreement requires of it;
- (b) the execution of this Agreement and performance of its obligations under this Agreement do not and shall not violate any other agreement to which it is a party;
- (c) when executed and delivered this Agreement constitutes the legal, valid and binding obligation of such party; and
- (d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

8.2 Hardware and Software Warranties.

- (a) Routeware's proprietary Software Warranty shall apply, subject to the exceptions detailed in (d) below, and shall become void should any of the actions detailed there occur;
- (b) The Warranty for Hardware shall apply based on the Hardware procured, and in what manner. There are two options for hardware acquisition, decided upon by the Customer. This selection must be made prior to the ordering of any Hardware and before any work commences.
 - (i) **Routeware-Managed** – Routeware provides Hardware, provisioning, MDM, and cellular service. Hardware Warranty applies in full.
 - (ii) **Customer BYOD** – Customer obtains Hardware compliant with Routeware Hardware system requirements, installs and provisions Company Software via a mutually agreed upon process, and installs its own MDM and cellular service with minimal involvement from Routeware. No Hardware warranty applies to the Customer BYOD hardware selection.
 - (iii) **Tablet as a Service (TaaS)** – Routeware provides Hardware, provisioning, and MDM as a Subscription Service, with those costs included as part of the monthly recurring subscription fees. Cellular service is included with IOS devices; the use of Routeware-provided cell lines is required for Android devices at additional cost. Hardware Warranty applies in full.
- (c) Subject to the exceptions listed below in part (b), Company warrants:
 - (i) that the Hardware, if applicable, will be free from material defects in materials and workmanship and will operate in all material respects in accordance with its applicable Documentation (the "Hardware Warranty") for one (1) year from the date of initial shipment (the "Hardware Warranty Period"). Customer may purchase renewals of the Hardware Warranty Period, if applicable, through extended service plans made available by Company in its discretion. Following the end of the Hardware Warranty Period, if applicable, Company will have no further obligation to

repair or support the applicable Hardware; and

(ii) that the Software will be free from material defects and workmanship and will operate in all material respects in substantial conformance with the Documentation (the "Software Warranty") for a period of ninety (90) days from the date of delivery of the Software (the "Software Warranty Period"). Following the ninety (90) day Software Warranty Period all software performance issues are governed by the Service Level Agreement.

(d) Company's entire liability and Customer's exclusive remedy for any reported breach of the Hardware Warranty, if applicable, or Software Warranty will be repair or replacement of the defective Product within thirty (30) days of the written notice of the defective Product by the Customer, including, for Hardware, within 30 days after the receipt of the Hardware by Company from Customer and verification of the defect. If Company cannot repair or replace the defective Software during the Software Warranty Period, Company will refund all amounts paid by Customer for the defective Software and Company can terminate the Agreement. All claims must be received by Company promptly upon discovery of any defect, and in no event after expiration of the applicable Warranty Period. The foregoing Hardware, if applicable, and Software Warranties do not apply to any defect or failure to operate that is attributable to:

- (i) Customer's misuse or abuse of or failure to maintain the Product;
- (ii) Customer's failure to operate the Product in accordance with the Documentation;
- (iii) input errors, data conversion errors or other such errors, such as Customer's failure to sequence route stops independently or through a Company professional services agreement;
- (iv) any change made to the Product by Customer without Company's written approval;
- (v) any defect, limitation or incompatibility in any equipment or other component installed by Customer;
- (vi) any accident, catastrophe, act of God, or interruption or fluctuation in electrical power supplies;
- (vii) the installation of any non-Routeware application software on any device. Company shall not be liable for any impact this application(s) may have on Company's software's performance or functionality.
- (viii) any material change in Customer's business or in the operating conditions under which the Product is used;
- (ix) translations; or
- (x) Third-Party Products.

(e) All TaaS Hardware is the property of Routeware. Throughout the Term of the Order and at no additional cost to the Customer, Routeware will repair or replace defective units with a comparable unit, provided that, in Routeware's sole determination, the unit has not been damaged beyond normal wear and tear, as described in section (d) above.

(f) TaaS tablets have an expected life of approximately four (4) years. Each device may be replaced one time at the end of a four-year term ("Hardware Refresh"), subject to section (d) above. Such Hardware Refresh shall require a renewal of the current Subscription Service term for a minimum of thirty-six (36) months.

8.3 Return Merchandise Authorization. If Customer experiences the failure of any Routeware-Managed Customer-owned Hardware no longer covered under the Hardware Warranty, Customer may notify Technical Support to attempt to diagnose and resolve any issues via online and/or phone communication with the Customer. If the issue is not resolved, Customer will be forwarded an RMA Request Form with full instructions to complete and return the hardware to the Company's RMA Department for evaluation and verification of any malfunction. If hardware is not received by the RMA Department, or if Customer fails to respond to any subsequent questions or communications regarding the RMA within thirty (30) days, the RMA will be closed. A new RMA Request Form will be required should the Customer wish to pursue RMA evaluation in the future.

Once the hardware covered by the RMA is received by the RMA Department, the hardware will be evaluated, and Customer will be provided one or more of the following options:

- (a) No malfunction or issue detected. Device performed correctly and will be returned to Customer.

- (b) Issue confirmed. Cost estimate to repair will be provided to Customer. Upon Customer approval, device will be repaired, tested and returned to Customer.
- (c) Issue confirmed. Beyond repair, recommendation to replace at Customer cost will be provided. Device will be recycled by Company or returned unrepaired to Customer upon Customer decision.

8.4 Disclaimer. THE WARRANTIES OF SECTION 8.2 ARE THE EXCLUSIVE WARRANTIES OFFERED BY COMPANY AND COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 Company, at its sole expense, agrees to defend and indemnify Customer against any third party claim that Customer's use of the Products, as delivered by Company to Customer and used in accordance with this Agreement and the Documentation, directly infringes a third party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret, provided that: (i) Customer notifies Company in writing within thirty (30) days of the claim; (ii) Company has sole control of the defense and all related settlement negotiations, as long as such settlement shall not include a financial obligation on Customer; and (iii) Customer provides Company with the information, assistance and authority to enable Company to perform Company's obligations under this Section. In any action based on claim of infringement, Company may, at its option and own expense and as its entire obligation to Customer with respect to such claims, either: (1) procure the right for Customer to continue using the Products in accordance with the provisions of this Agreement; (2) make such alterations, modifications or adjustments to the Products so that the infringing Product becomes non-infringing without incurring a material diminution in performance or function; (3) replace the Product with a non-infringing substantially similar substitute; or (4) if neither (1), (2), nor (3) can be achieved after the exercise of commercially reasonable efforts, either Party may terminate the Agreement for the affected Product and Company shall issue a refund to Customer for any prepaid but unused fees. Company shall have no liability or obligations for an infringement claim pursuant to this Section to the extent that it results from: (a) modifications to the Products made by a party other than Company, if the claim would not have occurred but for such modifications; (b) the combination, operation or use of the Products with non-Company equipment, devices, products or data, unless the claim would not have occurred but for the use of the Product in the combination, operation or use; (c) the use of an unsupported version of the Product; (d) use of the Product outside the scope of this Agreement or the documentation; (e) Company's use of any designs, plans, instructions, specifications, diagrams or the like, provided by Customer; or (f) Customer's failure to use all applicable enhancements and upgrades to the Products made available to Customer by Company, if the claim would not have occurred but for such failure. Nothing in this provision shall be construed as a limitation on Customer's ability to retain legal counsel at its own expense to monitor the proceedings.

9.2 To the maximum extent provided by law, Customer, at its sole expense, agrees to defend and indemnify Company against any third-party claim that the data provided by Customer to Company, directly infringes a third-party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret.

9.3 INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT DAMAGES THAT ARISE FROM OR RELATE TO THIS AGREEMENT (INCLUDING LOST PROFITS, LOST DATA AND ANY OTHER INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES), WHETHER FORESEEABLE OR NOT AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4 TOTAL LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR

VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY WARRANTY CLAIMS) WILL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO COMPANY IN THE 12 MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO LIABILITY. EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY HERETO MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

9.5 ALLOCATION OF RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE RISK BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

10. TERM AND TERMINATION

10.1 Term of Agreement. The Agreement begins on the Effective Date and continues until terminated pursuant to this Section 10.

10.2 Termination Rights. The Agreement (including any of the Incorporated Agreements) may only be terminated as follows:

- (a) by mutual, written agreement of the parties;
- (b) by either party if the other party materially breaches the Agreement, and does not cure the breach within 30 days after receiving written notice from the non-breaching party;
- (c) at the end of the last active License Period pursuant to Section 3.2;
- (d) by either party if the other party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the U.S. Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors, which proceeding is not dismissed within sixty (60) days.

10.3 Effect of Termination. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, the following applies:

- (a) Customer shall immediately cease all use of all Hardware and all Software and delete or return to Company all copies of Software in Customer's possession;
- (b) all other rights and obligations immediately cease, except that Sections 2.2, 3.3, 6, 8.3, 9, 10.3, and 11 of the MSLA, and Sections 5.1, 6, 7, 8, 9, and 10 of the Professional Services Agreement (if the PSA is an Incorporated Agreement) shall survive termination;
- (c) upon written demand, each party as a receiving party will return or destroy all of the other party's Confidential Information; and
- (d) Customer will immediately pay Company any undisputed amounts still outstanding. For clarity, undisputed amounts include all payments owed by Customer during the entire term of the Agreement.

11. CONFIDENTIAL INFORMATION; PUBLICITY

11.1 Confidential Information. Both parties recognize that they may each receive (as a "Recipient") from the other (as a "Discloser") certain confidential and valuable proprietary information that is identified pursuant to the terms of this Section 11 as confidential (collectively, the "Confidential Information"). Both parties agree to identify any Confidential Information as follows: if written, with a written legend that says "confidential" or a similar term; or if verbal, by identifying the information as confidential when disclosed, and then sending the Recipient a written confirmation of that confidential status within thirty (30) days after disclosure. Notwithstanding the foregoing, all pricing, Documentation and Software are Company Confidential Information.

A Recipient will not, without the Discloser's prior written consent, disclose Confidential Information to any person other than those of its employees, independent contractors or consultants who need to know it for the purposes of this Agreement and who are bound by confidentiality agreements with the Recipient that are at least as protective as this section. A Recipient may only use Confidential Information for the purpose of this Agreement. A Recipient will handle any Confidential Information with the same care as it does its own confidential information, but in any event no less than reasonable care. None of the provisions of this section, however, apply to any Confidential Information that meets any one of the following criteria:

- (a) information possessed by the Recipient without restriction prior to receiving it from the Discloser, provided that the Recipient can demonstrate such possession was obtained lawfully;
- (b) information that the Recipient developed independently and without use of or reference to the Confidential Information, as documented by its written records;
- (c) information that the Recipient receives from another party who is not in breach of any of that party's obligations as a result of that disclosure; or
- (d) information that the Discloser intentionally discloses to any other party without any restriction on confidentiality.

Additionally, a Recipient may disclose Discloser's Confidential Information to the extent that a court or other governmental body orders such Confidential Information disclosed by the Recipient, provided that the Recipient promptly notifies the Discloser of such order and provides the Discloser with notice and opportunity to contest it, if possible. These obligations shall survive the termination of this Agreement for a period of five (5) years, except with respect to any source code, which will remain protected until it is no longer Confidential Information. This section does not intend to grant a Recipient any ownership interest or license or right to any intellectual property rights of the Discloser.

11.2 Notwithstanding anything contained herein to the contrary, the parties acknowledge that if the Customer is a government entity and subject to the Federal Freedom of Information Act, the Customer shall not be responsible to the Vendor for any disclosure of Confidential Information pursuant to the Act or pursuant to official public records act laws, rules, regulations, instructions or other legal requirement.

11.3 Terms; Publicity. The parties will keep the terms and conditions of this Agreement confidential and will not divulge any of this information to any third party except as follows:

- (a) with the prior written consent of the other party;
- (b) as otherwise may be required by law or legal process;
- (c) during the course of litigation, so long as the disclosure is restricted in the same manner as is the confidential information of other litigating parties; and
- (d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement; provided that, in (b) and (c) above, to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including seeking a confidential treatment request or protective order whenever appropriate or available, and the disclosing party will provide the other party with at least ten (10) days' prior written notice of such disclosure.

Neither party may use the other party's trade names, trademarks or service marks, or engage in any publicity regarding this Agreement or its subject matter, without the other party's express written consent, which will not be unreasonably withheld or delayed.

11.4 Independent Contractors. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.

11.5 Insurance. Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by

applicable law.

11.6 Customer Responsibility. Customer is solely responsible under the Agreement for all actions of its officers, directors, employees and contractors. Customer is solely responsible for the use of the Software, including but not limited to: assuring proper installation and configuration (if not installed and configured by Company); audit controls and methods; establishing adequate backup plans; converting data to and from the data structures used by the Software; assuring adequate data input and retrieval; and using the Software as set forth in the Documentation. Company is not responsible for any loss of data by Customer resulting from improper conversion of Customer's data to or from the data formats and data structures used by the Software. Customer has sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer data. Customer is solely responsible to prevent unauthorized access to, or use of, Products or Services hereunder, and will notify Company promptly of any such unauthorized access or use. Customer will comply with all applicable laws in its use of Products and Services hereunder.

11.7 Force Majeure. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, flood, labor disputes and strikes, riots, war, pandemics, telecommunications failures (including any systemic Internet failures and any interruptions in services of internet service providers), and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

11.8 Assignment. Neither party may assign its rights or obligations under this Agreement to any other person or entity, except for assignment and transfer of all of a party's rights and obligations under the following circumstances:

- (a) with the express written consent of the other party, which may not be unreasonably delayed or withheld;
 - (b) as part of a re-organization or restructuring;
 - (c) to the surviving entity of a merger transaction; or
 - (d) to the purchaser of a Controlling Interest in, or more than 50% of, the assets of the assigning party.
- A "Controlling Interest" means more than 50% of the total outstanding voting stock of the assigning party. Any attempted assignment or delegation in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

A license transfer fee may be assessed by Company in the event of Customer acquisition/change in control.

11.9 Changes & Waivers. Company reserves the right to change the terms and conditions of this Agreement at any time. No waiver of any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach, and no waiver is effective unless made in writing and signed by an authorized representative of the waiving party.

11.10 Governing Law. The laws of the State of Delaware, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. Notwithstanding anything to the contrary in this Section 11.10, no disputes between the parties shall be brought by either party in the state's small claims courts.

11.11 Dispute Resolution.

- (a) The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, the parties agree to use the following alternative dispute procedure as their initial recourse with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy or claim to be resolved in accordance with this dispute resolution procedure.
- (b) At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. These negotiations shall be conducted by non-lawyer, business representatives. Upon agreement, the representatives may utilize

other alternative dispute resolution procedures, such as mediation, to assist in the negotiations.

(c) If the negotiations do not resolve the Dispute within ten (10) business days of their commencement or such negotiations do not commence within seven (7) days of request by the other party in writing, then either party shall be free to pursue all rights and remedies as set forth in this Section 11.11.

(d) Any and all controversies, claims, or disputes arising out of this Agreement, including any breach of this Agreement, shall be subject to binding arbitration under the Arbitration Rules set forth by the American Arbitration Association (the “**Rules**”) and pursuant to Delaware law. Disputes that Customer agrees to arbitrate, and thereby agrees to waive any right to a trial by jury, include any statutory claims under state or federal law. The place of arbitration shall be Delaware, New Castle County, and Delaware State law shall apply. The arbitrator shall have no authority to award any punitive, exemplary, special or consequential damages of any kind. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one (1). The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitrator shall issue a written decision including findings of fact and conclusions of law on the merits of its award. The arbitrator shall have the power to award any remedies, including attorneys’ fees and costs, available under applicable law.

11.12 Attorney Fees. The prevailing party in any arbitration or litigation between the parties regarding this Agreement shall be entitled to recover reasonable attorney’s fees and other costs from the other party. These fees and other costs are in addition to any other relief to which the prevailing party may be entitled.

11.13 Conflicts. In the event that any term of this Agreement conflicts with governing law or is held to be ineffective or invalid by a court of competent jurisdiction, such term will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms of this Agreement shall remain in full force and effect.

11.14 Notices. Unless stated otherwise, all notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, by email or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth at the beginning of this Agreement, and are deemed delivered when received. Either party may change its address for notices by notice to the other party given in accordance with this Section 11.14. Customer is responsible for providing Company with its complete and accurate billing and contact information and notifying Company of any changes to such information.

11.15 Counterparts. The Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by electronic signature or facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

11.16 Headings; Interpretation. Headings are used in the Agreement for reference only and will not be considered when interpreting this Agreement. As used in this Agreement, “includes” (or “including”) means without limitation.

11.17 Export Compliance. The Products may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will access or use any Products or Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently the Crimea region, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or governmental regulation.

11.18 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

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

11.20 Integration. This Agreement and the Orders together constitute the entire agreement between the parties with respect to the Products and Services and supersede all prior and contemporaneous discussions, negotiations, communications or agreements regarding the same subject matter. The terms on any purchase order, invoice, or other ordering document that conflict with the terms of the Agreement or the Order will have no effect and are hereby rejected.

IN WITNESS WHEREOF, the parties hereto have executed and affirm they are authorized to bind their respective party to this Agreement.

ACCEPTED BY: Customer	ACCEPTED BY: Routeware, Inc.
SIGNATURE:	SIGNATURE:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

SCHEDULE A

PROFESSIONAL SERVICES AGREEMENT

The Professional Services described in this Professional Services Agreement (the “PSA”) cover installation, configuration, integration, training and project management to assist customers with the deployment of Routeware Products. This PSA incorporates by reference the Routeware Master Sales and License Agreement (hereinafter “Agreement”) executed by the parties.

DEFINITIONS

The definitions of terms set forth in the PSA and the Agreement and any Order are incorporated herein by reference. In addition, the following terms shall have the following meanings:

“**Change Order**” means any change to an SOW, as described in the “Change Orders” section 3.4 below. Change Orders will be deemed incorporated by reference in the applicable SOW.

“**Contract Property**” has the meaning set forth in Section 5.3.

“**Defect**” means an error, bug, or deviation from a specification in the SOW that has a material adverse effect on the appearance, operation, or functionality of the Deliverable, but excluding any such error, bug, or deviation from a specification in the SOW caused by or arising as a result of: (a) an act or omission of Customer, or an act or omission of one of Customer’s employees, offices, agents, suppliers, or sub- contractors; or (b) an incompatibility between the Deliverable and any other system, application, program, or software that fails to transmit or receive data using protocols specified in the SOW. To avoid doubt, a minor or cosmetic difference to the specification in the SOW which does not have any substantive effect on the Deliverable will not be regarded as a Defect.

“**Deliverable**” means a deliverable under an SOW.

“**Final 30-Day Project Notice**” has the meaning set forth in Section 2.3.

“**Professional Services**” means work performed by Company, or its respective permitted subcontractors under an SOW.

“**SOW**” means a Statement of Work describing Professional Services to be provided hereunder, that is entered into between Customer and Company.

1. PROFESSIONAL SERVICES

1.1. Scope of Professional Services. Company will provide to Customer the Professional Services specified in each SOW, subject to Customer’s payment of all applicable Fees.

1.2. Limitations of Scope:

- (a) Unless specified in an SOW, no additional reports or dashboards other than those delivered as part of the solution will be delivered.
- (b) Unless specified in an SOW, no custom configuration which would require unique code to be developed will be delivered.
- (c) Unless specified in an SOW, the solution will be delivered as part of a single Go-Live event, covering a single location.
- (d) If specified in the SOW, remote targeted training will be delivered during the implementation to familiarize Customer’s staff with the solution. Customer will be responsible for ensuring that the right staff participates in these training sessions. Repeat sessions for additional staff will be billable events and require a Change Order.
- (e) Scenario-based training may be conducted remotely or on-site per the SOW, and is structured to as Train-the Trainer. Repeat sessions for additional staff will be billable events and require a Change Order.
- (f) Any customer required documentation outside of the standard deployment artifacts must be included in the Contract/SOW. Creating these will be a billable project.
- (g) Direct support for the Customer’s end customer is excluded.

2. COOPERATION

2.1. Customer Cooperation. Customer will cooperate reasonably and in good faith with Company in its performance of Professional Services, without limitation:

- (a) Allocating sufficient resources and timely performing any tasks reasonably necessary to enable Company to perform its obligations under each SOW
- (b) Timely delivering any Customer deliverables and other obligations required under each SOW
- (c) Timely responding to Company's inquiries related to the Professional Services
- (d) Assigning an internal project manager for each SOW to serve as a primary point of contact for Company;
- (e) Actively participating in scheduled project meetings;
- (f) Providing, in a timely manner and at no charge to Company, office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, access to appropriate and knowledgeable employees and agents of Customer, and continuous administrative access to Customer's Products account, and coordination of onsite, online and telephonic meetings all as reasonably required by Company; and
- (g) Complete, accurate and timely information, data and feedback all as reasonably required.

2.2. Delays. Any delays in the performance of Professional Services, delivery of Deliverables caused by Customer may result in additional applicable charges for resource time, and is not deemed a term of non-performance in deliverable dates by Company.

2.3. Meetings and Information Requests; Final 30-Day Project Notice. Company and Customer shall each use commercially reasonable efforts to attend all scheduled joint meetings. The repeated cancellation of or absence from joint meetings may result in delay and additional costs. In the event that Company has made a request and Customer has not responded promptly with the requested information, Company may issue a "Final 30-Day Project Notice" ("Final Notice") to Customer. If Customer does not respond as requested to the Final Notice, Customer agrees that Company shall be relieved of any further obligations which have not been completed under the SOW and Customer shall remain liable for payment of all Fees as set forth herein. Any and all services requested by Customer following the expiration of the aforementioned thirty (30) day period will require Customer and Company to execute a new SOW and Customer shall be responsible for any additional Fees contemplated thereunder, even if listed in the original SOW.

3. DELIVERY, ACCEPTANCE AND CHANGE ORDERS

3.1. Acceptance. Upon completion of each Deliverable under an SOW, if acceptance is required pursuant to the SOW, Company will provide a complete copy to Customer and upon request, demonstrate to Customer its functionality in conformance with the relevant specifications. Customer is responsible for reviewing and testing such Deliverables in accordance with such SOW pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for such Deliverable. If Customer, in its reasonable and good faith judgment, determines that any submitted deliverable does not meet the applicable functional requirements set forth for such Deliverable in the applicable SOW or contains one or more Defects, Customer must so notify Company in writing within 10 business days after Company's submission of the Deliverable, specifying the deficiencies or Defects in detail. Subject to Section 3.2 below, Company will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable. Customer will again review and test the Deliverable against the agreed-upon acceptance criteria and detail any deficiencies to Company in writing within 10 business days after resubmission of the Deliverable. If a Deliverable fails to meet the functional requirements specified in the applicable SOW or contains Defects after its second resubmission to Customer, Customer may either, as its sole and exclusive remedy:

- (a) again reject the Deliverable and return it to Company for further correction and resubmission in accordance with the process described above or
- (b) terminate the relevant SOW immediately upon written notice and recover all Professional Services Fees paid under such SOW for such deficient Deliverable. Notwithstanding the foregoing, in the event the applicable functional requirements as stated in the SOW are subsequently determined by the parties to be inappropriate or to require modification due to changed circumstances, incorrect assumptions or other

reasons at the time of actual delivery and testing of a Deliverable, the parties shall cooperate in good faith to appropriately modify such requirements. Failure to reject a Deliverable within the applicable acceptance period shall be deemed acceptance of such Deliverable.

3.2. Dispute. If Company, in its reasonable and good faith judgment, does not agree with Customer that a submitted Deliverable does not meet the applicable functional requirements set forth for such Deliverable in the applicable SOW or contains one or more Defects, Company will so notify Customer. The parties will use reasonable efforts to resolve the disagreement as soon as reasonably practicable, including by escalation to more senior management.

3.3. No Effect on Warranty Remedies. Acceptance of Professional Services, including a Deliverable, will not affect Customer's rights or remedies under the "Warranty" section below.

3.4. Change Orders. Changes to an SOW will require a written Change Order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated Fees and schedule for the performance of the applicable Services. Upon Company's receipt of a Change Order request from Customer, Company will promptly notify Customer if Company believes that the Change Order request requires an adjustment to the Fees or to the schedule for the performance of the applicable Services. In such an event, the parties will negotiate in good faith a reasonable and equitable adjustment to the Fees and/or schedule, as applicable. During such negotiations, Company may continue to perform Services pursuant to the existing SOW and will have no obligation to perform Services pursuant to the Change Order request unless and until the parties have executed an applicable Change Order. Any time and materials that are required to evaluate a Change Order request are billable at Company's then-current standard rates.

4. FEES AND INVOICING

4.1. Fees. Customer will pay Company for the Professional Services at the rates specified in the applicable SOW or if no rate is specified in the SOW at Company's standard rates in effect at the time the SOW is executed. Professional Services are provided on either a time-and-materials or fixed fee basis, as provided in an SOW. Any amount set forth in a time-and-materials SOW is solely a good-faith estimate for Customer's budgeting and Company's resource scheduling purposes and is not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, Company will continue to provide Professional Services under the same rates and terms. Company will periodically update Customer on the status of the Professional Services and the Fees accrued under SOWs.

4.2. Incidental Expenses. Customer will reimburse Company for reasonable travel and out-of-pocket expenses incurred in connection with Professional Services including airfare/mileage, lodging, meals, tolls.

4.3. Suspension of Professional Services. If any amount owed by Customer under this or any other agreement for Professional Services is thirty (30) days or more overdue, Company may, without limiting its other rights and remedies, suspend its performance of Professional Services until such amounts are paid in full. No additional licenses nor SOWs will be presented to Customers who are delinquent on payments.

4.4. Support Fees. Any Development, Integration, Reporting, or Ongoing Data Synchronization work is subject to annual or monthly maintenance fees.

5. PROPRIETARY RIGHTS AND LICENSES

5.1. Customer Intellectual Property. Customer does not grant to Company any rights in or to Customer's intellectual property except such licenses as may be required for Company to perform its obligations hereunder.

5.2. Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information.

5.3. License for Contract Property. Upon Customer's payment of Fees due under an applicable SOW, Company grants Customer a non-exclusive, non-transferable, license to maintain, use and run (as applicable) solely for its internal business purposes associated with its use of Products anything developed by Company for Customer, including Deliverables, under this Agreement ("Contract Property"). Company and Customer each retains all right, title and interest in its respective intellectual property and Company retains all ownership rights in the Contract Property.

6. WARRANTIES, EXCLUSIVE REMEDY AND DISCLAIMERS

6.1. Warranty. Company warrants that the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, Customer's exclusive remedy and Company's entire liability will be the re-performance of the applicable Professional Services. If Company is unable to re-perform the Professional Services as warranted, Customer will be entitled to recover the Professional Services Fees paid to Company for the deficient Professional Services. Customer must make any claim under the foregoing warranty to Company in writing within ninety (90) days of performance of such Professional Services in order to receive warranty remedies.

6.2. Disclaimer. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. INDEMNIFICATION

7.1. Indemnification by Company. Company will defend Customer against any claim, demand, suit or proceeding ("Claim") made or brought against Customer by a third party arising out of death, personal injury or damage to tangible property to the extent caused by Company personnel in their performance of the Professional Services, and will indemnify Customer for any damages, attorneys' fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved in writing by Company of, any such Claim, all of the foregoing to the extent caused by Company personnel, provided that Customer: (a) promptly gives Company written notice of the Claim; (b) gives Company sole control of the defense and settlement of the Claim (except that Company may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) gives Company all reasonable assistance, at Company's cost. The above defense and indemnification obligations do not apply to the extent a Claim arises from Customer's breach of the Agreement.

7.2. Mutual Indemnity. To the maximum extent as permitted by law, each party (the "Provider") will defend the other party (the "Recipient") against any Claim made or brought against the Recipient by a third party alleging that any information, design, specification, instruction, software, data or material furnished by the Provider hereunder ("Material") infringes or mis-appropriates such third party's intellectual property rights, and will indemnify the Recipient from any damages, attorneys fees and costs finally awarded against the Recipient as a result of, or for amounts paid by Recipient under a settlement approved in writing by Provider of, any such Claim, provided that the Recipient: (a) promptly gives the Provider written notice of the Claim; (b) gives the Provider sole control of the defense and settlement of the Claim (except that the Provider may not settle any Claim unless it unconditionally releases the Recipient of all liability); and (c) gives the Provider all reasonable assistance, at the Provider's cost. The Provider will have no liability for any such Claim to the extent that (i) it arises from specifications or other Material provided by the other party, or (ii) such claim is based on the Recipient's use of a superseded or altered version of Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered version of the Material that was provided to the Recipient, (iii). In the event that some or all of the Material is held or is reasonably believed by the Provider to infringe or misappropriate, the Provider may in its discretion and at no cost to the Recipient (A) modify or replace the Material so it is no longer claimed to infringe or misappropriate, (B) obtain a license for the Recipient's continued use of the Material in accordance with this Agreement, or (C) require return of the affected Material and all rights thereto from the Recipient. If the Provider exercises option (C), either party may terminate the relevant

SOW upon ten (10) days' written notice given within thirty (30) days after the Provider's exercise of such option, subject to the "Payment Upon Termination" section below.

8. **EXCLUSIVE REMEDY.** This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

9. **LIMITATION OF LIABILITY**

9.1. Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNITY OBLIGATIONS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO AN SOW EXCEED THE TOTAL FEES PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SOW OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. **NON-SOLICITATION AND CONTRACTORS.**

10.1. Non-Solicitation and Non-Hiring of Company's Employees. During the term of this Agreement, and for a period of two years after the termination of this Agreement, Customer agrees not to hire or to solicit the employment of any person who (a) at the time of such solicitation or hiring is presently an employee of Company, or (b) at any time within one year prior to such solicitation or hiring has been an employee of Company, and directly or indirectly associated with Company's work effort under this Agreement. The parties recognize and agree that the damages resulting to Company from a breach of this Section are difficult or impossible to calculate, and that irreparable injury to Company would result from any such breach. Company shall be entitled to injunctive relief in the event of any breach or threatened breach of this Section, in addition to any other remedy in law or equity arising therefrom. Additionally, if Customer hires such a person as Customer's employee or contracts with such a person as Customer's contractor, Customer shall pay to Company liquidated damages equal to two times such person's annual base salary immediately preceding such person's termination of employment with Company. The parties agree that such liquidated damages are a reasonable estimate of the damages which would be suffered by the Company in the event of such hiring.

10.2. Subcontractors. Company may, in its reasonable discretion, use subcontractors inside or outside the United States to perform any of its obligations hereunder. Company will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with Company's obligations under this Agreement, except as otherwise specified herein.

SCHEDULE B

SERVICE LEVEL AGREEMENT (SLA)

This SLA incorporates by reference the Routeware Master Sales and License Agreement (hereinafter “Agreement”) executed by the parties.

1. Uptime Service Levels for The Company’s Products

Every effort will be made by The Company to conduct periodic monitoring of its Products to assess availability in order to meet the following service availability targets.

Objective	Definition	Target
Software Uptime*	Software application availability time (EasyRoute, SmartCity, ReCollect, Recyclist, Elements, EnCore, etc.)	99%

*Uptime SLA only applies to Software hosted by the Company. Scheduled service unavailability times are not included in our uptime calculations. Uptime is measured every 180 days over standard service across all customers.

If the Company does not meet the Uptime Percentage Target specified above, Customer will be entitled, upon written request, to a service level credit (“Service Level Credit”), with respect to the applicable Software, equal to the total number of minutes of downtime during the month divided by the total month’s minutes, minus 0.01, all multiplied by the monthly average Software Fee derived from one-twelfth (1/12th) of the then-current annual Software Fees paid to the Company. Such Service Level Credit will be applied to the customer’s invoice for the billing period following the date on which the Company approves the request for credit by the Customer.

2. Support Service Level Matrix – Notification from Customers of a defect or via internal audit reports

HARDWARE SUPPORT LEVEL MATRIX

- Tier 1 Level Support will investigate, and action next steps. Tier 2 Level Support will target to provide initial response to Customer within 1 Business Day when received via email. If an email, chat or call is made related to a Tier 1 Support case, Customer will receive the initial response immediately and/or within the first twelve (12) hours.
- In the event that a Field Service Technician is required at the sole discretion of the Company, Technical Support will liaise with The Company’s Fulfillment team to assist with finding an approved installer.
- If the issue relates to a hardware malfunction and Customer is unable to utilize the hardware to operate, the Company will endeavor to resolve the issues, or replace the hardware device where applicable. In some cases, a workaround may be provided to Customer until a hardware replacement is received. While The Company may provide replacement hardware with expedited or overnight shipping, the Company is not responsible for delays by the shipping carrier.

SOFTWARE SUPPORT LEVEL MATRIX: The following table details the different priorities for incidents. All hours and days listed are business hours, or business days and valid from the date/time of notification to the Company. All target diagnosis and resolution times are approximate. The Company will use commercially reasonable efforts to address incidents within the stated timelines below.

Severity Level	Details	Target Acknowledgement*	Target Initial Diagnosis time**	Target Resolution time***
P1 – Priority Level 1	A critical severity issue has significant to critical impact on business, production, etc., and to which there is no reasonable workaround	1 Hour	1 Day	Hotfix may be applied to affected Customers and general release in one of next two updates, if deemed appropriate for all customers
P2 – Priority Level 2	An issue that has some business impacts on the production system resulting in some loss of functionality. A workaround may be available and software is still usable but operating sub-optimally.	1 Day	5-10 Days	Within current or next release, where appropriate
P3 – Priority Level 3	A case that has no immediate impact on the performance, quality or functionality of the software system.	3 Days	10-15 Days	N/A

*Target Acknowledgement: The Company will use reasonable efforts to respond to Customer to acknowledge a fault notification within the corresponding time (measured from the earlier of the time of receipt of Customer notification or the time the Company becomes aware of the defect) for the Severity Level set out in the table above.

**Target Initial Diagnosis: The Company will use reasonable efforts to respond to Customer within the corresponding time for the Severity Level set out in the table above with the results of its initial diagnosis of a defect and advise the Customer of the cause of the issue and how it intends to resolve the issue.

***Target Resolution of Defects: The Company will aim to resolve the defect within the corresponding time (measured from the earlier of the time of receipt of the Customer notification or the time Routeware becomes aware of the defect) for the Severity Level set out in the table above.

3. LIMITATIONS

The resolution of defects does not include work addressing system limitations due to Customer system-related issues or issues caused by the Customer's on-premises placement of any hardware or server.

Further, this SLA and any applicable Service Levels do not apply to any performance or availability issues due to:

- (a) Scheduled maintenance where the Company has given at least two (2) business days' notice in advance to the Customer, or
- (b) Circumstances beyond the reasonable control of the Company, including without limitation: acts of Government authority, war, sabotage, fire, flood, strike or other labor disturbance, failure of third-party software or equipment, or
- (c) Any act or omission of the Customer, or their authorized agent, including without limitation, negligence, willful misconduct, or use of the Company's services in breach of the Agreement.

4. Scheduled Maintenance

When an outage is required for scheduled maintenance, the Company will communicate all scheduled service outages by giving at least 48 hours' notice in advance to the Customer. The Company will make every effort to perform any scheduled maintenance events during non-business hours to minimize impact to Customer's business operations.

5. Routeware Technical Support Availability

Standard Technical Support Hours are between 5:00 a.m. – 5:00 p.m. Pacific Standard Time (PST) (US); 8:00 a.m. – 5:00 p.m. Greenwich Mean Time (GMT) (UK); and 8:00 a.m. – 5:00 p.m. Eastern Standard Time (EST) (Canada), Monday-Friday, excluding Holidays listed below (holidays subject to change). For Holidays that occur on a Saturday or Sunday, the Holiday is observed either the Friday before, or following Monday.

North America Holiday Schedule:

- New Year's Day
- MLK Day
- Good Friday
- Memorial Day
- Independence Day (United States)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Canadian Holiday Schedule:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day (Newfoundland Memorial Day)
- Civic Holiday
- Labour Day
- Day for Truth & Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- New Year's Day

UK Holiday Schedule:

- New Year's Day
- Good Friday
- Easter Monday
- Early May Bank Holiday
- Spring Bank Holiday
- Platinum Jubilee Bank Holiday
- Summer Bank Holiday
- Christmas Day
- Boxing Day

6. DEFINED TERMS

- **Critical Functions** (P1) could include, where relevant, inability to process billing, generate invoices, accept and process payments, unable to run any system reports, Dispatch system is inoperable, frozen sessions, multiple devices with chronic crashes or failure of on-board computer tablets, etc.
- **Priority Level 2** (P2) functions still have a significant impact to the Customer's business and could include, where relevant, Smart Truck failures fleet wide, a subset of drivers are having similar issues with tablets, a primary report is not functioning, etc.
- **Priority Level 3** (P3) issues are less severe, and often include professional services requests such as training, configuration assistance, issues with a workaround provided by the Company, general questions, etc.
- **Defect** means any failure of a Product which: (i) does not result from any act or omission of the Customer, or their authorized agent, including without limitation, negligence, willful misconduct, or use of the Products in breach of the Agreement and; (ii) is not outside the reasonable control of the Company, including without limitation: acts of any government authority, war, sabotage, fire, flood, strike or other labor disturbance, failure of third party software or equipment.
- Resolution and Resolve are references to the implementation of a permanent solution to a Defect.

7. INCIDENT RESPONSE and ROOT CAUSE ANALYSIS

An incident is an unplanned interruption to the Products that is not a result of the Customer making configuration or other types of changes. Incidents may occur due to misconfiguration, corrupted data or service crashes, etc. In the unlikely event that an incident occurs to a Customer's hardware or software solutions, an Incident Management Response Process is initiated in order to log, record and resolve the incident(s) as quickly as possible to restore the business process or service back to normal. As part of the Company's Incident Management Response Process, an RCA (root cause analysis) is completed and will be provided to Customer upon request.

For immediate support assistance and to open a ticket, call: 877.906.8545

Or send an email to generate a ticket to: support@routeware.com

SCHEDULE C

ROUTEWARE, INC., DATA SECURITY AND PROTECTION

Routeware's SOC report talks about Data Security, unauthorized breach, and our preparedness for it. This can be accessed by visiting <https://trust.routeware.com>, where our NDA can be signed and the document downloaded. Routeware's SOC-2 Certificate can also be found here. This Data Security and Protection Schedule incorporates by reference the Routeware Master Sales and License Agreement (hereinafter "Agreement") executed by the parties.

Definitions

"Company Personnel" means any Company employee, contractor, subcontractor or agent to whom Company authorizes to access or Process Customer Information.

"Customer Information" means any information owned or controlled by Customer, in any form, format or media (including paper, electronic and other records), that is provided to Company or that Company has access to, obtains, uses, maintains or otherwise handles in connection with the performance of Services, including partial copies thereof.

"Personal Information" means any Customer Information that relates to an identified or identifiable individual.

"Process" or **"Processing"** means the collection, recording, organization, structuring, alteration, use, access, disclosure, copying, transfer, storage, deletion, combination, restriction, adaptation, retrieval, consultation, destruction, disposal, or other use of data.

1. Limitations on Use. Company will Process Customer Information only on Customer's behalf to perform the Services in accordance with this Agreement or other documented instructions of Customer. For clarity, Company will not: (a) retain, use, disclose, or otherwise Process Customer Information for any purpose other than performing the Services specified in this Agreement, including for any commercial purpose of Company or any third party; (b) sell Customer Information, or otherwise disclose Customer Information to any third party for the commercial benefit of Company or any third party; or (c) combine Customer Information with Personal Information (as defined below) that Company receives from or on behalf of another person or persons, or collects from its own interaction with individuals, except as expressly approved by Customer and in compliance with applicable law. Company certifies that it understands and will comply with all restrictions placed on its Processing of Customer Information in this Schedule and this Agreement.

2. Confidentiality. Company will hold Customer Information in strict confidence and impose confidentiality obligations on Company Personnel (as defined below) who will be provided access to, or will otherwise Process, Customer Information, including to protect all Customer Information in accordance with the requirements of this Schedule (including during the term of their employment or engagement and thereafter).

3. Information Security Program. Company will implement and maintain a comprehensive written information security program that contains appropriate administrative, technical and physical safeguards to protect Customer Information against anticipated threats or hazards to its security, confidentiality or integrity (such as unauthorized access, collection, use, copying, modification, disposal or disclosure; unauthorized, unlawful or accidental loss, destruction, acquisition or damage; or any other unauthorized form of Processing) ("**Information Security Program**").

4. Disclosure. Company will not disclose or transfer Customer Information to, or allow access to Customer Information by, any third party, including to Company's affiliates or subcontractors, without first entering into an agreement with such third party that is at least as restrictive as this Schedule. Such agreement will be provided to Customer promptly upon request. Company will remain liable for all acts or omissions by such third parties with respect to the disclosed Customer Information.

5. Deidentification and Aggregation. To the extent that Customer provides any Customer Information to Company in a deidentified or aggregated form, Company will make no attempt to identify any individual to whom such information relates, and will take commercially reasonable measures to prevent such reidentification of the information. Likewise, to the extent this Agreement authorizes Company to use Customer Information in a

deidentified or aggregated manner, Company will ensure that any such information qualifies as “deidentified” information and/or “aggregate consumer information” as defined by the California Consumer Privacy Act of 2018, as amended, and will make no attempt to reidentify any individual to whom such information relates.

6. Requests or Complaints from Individuals. Company will promptly notify Customer in writing, and in any case within two (2) days of receipt, unless specifically prohibited by laws applicable to Company, if Company receives: (i) any requests from an individual with respect to Personal Information, including, but not limited, to opt-out requests, requests for access or deletion, requests for data portability, and all similar requests; or (ii) any complaint relating to the Processing of Personal Information. Company will not respond to any such request or complaint, unless expressly authorized to do so by Customer, and will cooperate with Customer with respect to any action taken relating to such request or complaint.

7. Disclosure Requests. If Company receives any order, demand, warrant, or any other document requesting or purporting to compel the production of Customer Information to any government authority or other third party, Company will immediately notify Customer (except to the extent prohibited by laws applicable to Company). Company will provide Customer with at least forty-eight (48) hours’ notice prior to the required disclosure and will cooperate with Customer with respect to any such request, including to obtain an appropriate protective order.

8. Audit. Upon Customer’s request, Company will make available to Customer up to once per year (a) a copy of a third-party assessment, made by a reputable third party, such as a Service Organization Controls 2, Type 2 report or comparable report (“**Third-Party Report**”), if Company has obtained such a Third-Party Report; or (b) if Company has not obtained a Third-Party Report, written responses to a security assessment and compliance questionnaire provided by Customer (“**Written Responses**”). If Company responds to Customer’s request by providing Written Responses rather than a Third-Party Report, and Customer reasonably determines that further assessment is warranted, Company will enable Customer upon its request, no more than annually and with at least thirty (30) days’ prior written notice, to review Company’s relevant policies, procedures, and systems as reasonably appropriate to audit Company’s compliance with its obligations under this Schedule.

9. Regulatory Investigations. Company will assist and support Customer in the event of an investigation by any law enforcement body or regulator, if and to the extent that such investigation relates to Personal Information handled by Company on behalf of Customer in accordance with this Schedule. Such assistance will be at Customer’s sole expense, except where investigation was required due to Company’s acts or omissions, in which case such assistance will be at Company’s sole expense.

10. Security Incident. Company will notify Customer in writing within forty-eight (48) hours whenever Company reasonably believes that there has been any accidental or unauthorized access, acquisition, use, modification, disclosure, loss, destruction of or damage to Customer Information or any other unauthorized Processing of Customer Information (a “**Security Incident**”). Company will immediately investigate the Security Incident, and take all necessary steps to eliminate or contain the exposure of the Customer Information and keep Customer informed of the status and cause of the Security Incident and all related matters. Company further agrees to provide reasonable assistance and cooperation requested by Customer and/or Customer’s designated representatives in the furtherance of any correction, remediation, investigation or recording of any Security Incident and/or the mitigation of any potential damage, including any notification that Customer may determine appropriate to send to affected individuals, regulators or third parties, and/or the provision of any credit reporting service that Customer deems appropriate to provide to affected individuals. Unless required by law applicable to Company, Company will not notify any individual or any third party other than law enforcement of any potential Security Incident involving Customer Information without first obtaining written permission of Customer. In addition, within thirty (30) days of identifying or being informed of any Security Incident arising from any act or omission by Company, Company will develop and execute a plan, subject to Customer’s approval, that reduces the likelihood of a recurrence of a Security Incident.

11. Disposal or Return. Upon termination or expiration of this Agreement for any reason, or upon Customer’s request, Company will immediately destroy any or all Customer Information in Company’s possession, power or control, except as otherwise required by law applicable to Company, cease Processing Customer Information. If specifically directed by Customer, Company will return such Customer Information in a manner and format reasonably

requested by Customer. If Company has such a legal obligation to retain Customer Information beyond the period otherwise specified by this Section, Company will notify Customer in writing of that obligation, to the extent permitted by applicable law, and will return or destroy the Customer Information in accordance with this Section as soon as possible after that legally required retention period has ended.

12. Cooperation; Adverse Changes. Company will provide relevant information and assistance reasonably requested by Customer to demonstrate Company's compliance with its obligations under this Schedule and assist Customer in meeting its obligations under data protection or privacy laws. Company will notify Customer promptly if Company: (i) has reason to believe that it is unable to comply with any of its obligations under this Schedule and cannot cure this inability to comply within a reasonable time frame; or (ii) becomes aware of any circumstances or change in applicable law that is likely to prevent it from fulfilling its obligations under this Schedule. In the event that this Schedule, or any actions to be taken or contemplated to be taken in performance of this Schedule, do not or would not satisfy either party's obligations under the laws applicable to each party, the parties will negotiate in good faith upon an appropriate amendment to this Schedule.

13. Miscellaneous. The obligations of Company under this Schedule will continue for as long as Company continues to have access to, is in possession or control of, or acquires Customer Information, even if all agreements between Company and Customer have expired or have been terminated. This Schedule may be amended only by written agreement of the parties.

Updated August 20, 2025

To: Prospective Bidders/Vendors/Grant Recipients

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

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

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

All bidders, quoters, vendors, and grant recipients with the City of Bloomington for projects in excess of \$10,000.00 must certify their compliance with the city's contract requirements by submitting the attached affidavit prior to submitting a bid. The legal department will provide a letter acknowledging receipt of the affidavit and provide a date for an annual review of the certification. You must include this acknowledgment letter with your bid submission.

The attached contract compliance affidavit *replaces* the previously required AAP and workforce breakdown form and must be on file in the legal department.

LIVING WAGE: Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance" or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$16.22 per hour for covered employees. Up to 15% of that amount, or \$2.43, may be in the form of the covered employer's contribution to health insurance available to the covered employee. As of June 30, 2025, the Consumer Price Index increased 2.7%. Therefore, as of January 1, 2026, the City of Bloomington Living Wage shall be \$16.66 per hour. Up to \$2.50 of that hourly rate may be provided in the form of the employer's contribution to health insurance.

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

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

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

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

CONTRACT COMPLIANCE AFFIDAVIT

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

I, Robert Nelson [Contractor], certify that Routeware, Inc.
[name of company] is in compliance with the contract requirements listed below:

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

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

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

DocuSigned by:
Robert Nelson
A41C496AD9FC420...
VP, Finance
Signed/Title

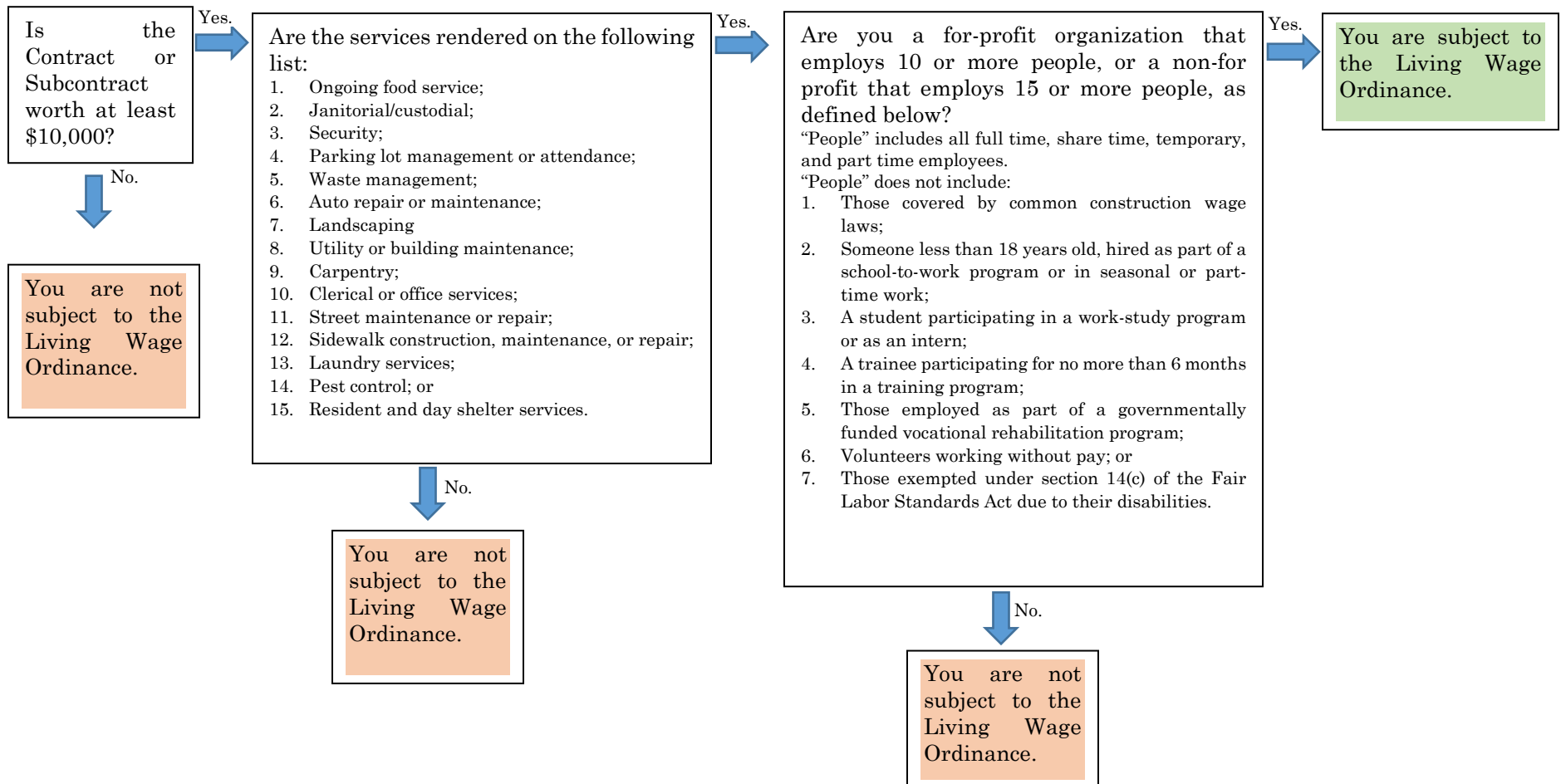
January 7, 2026
Date

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

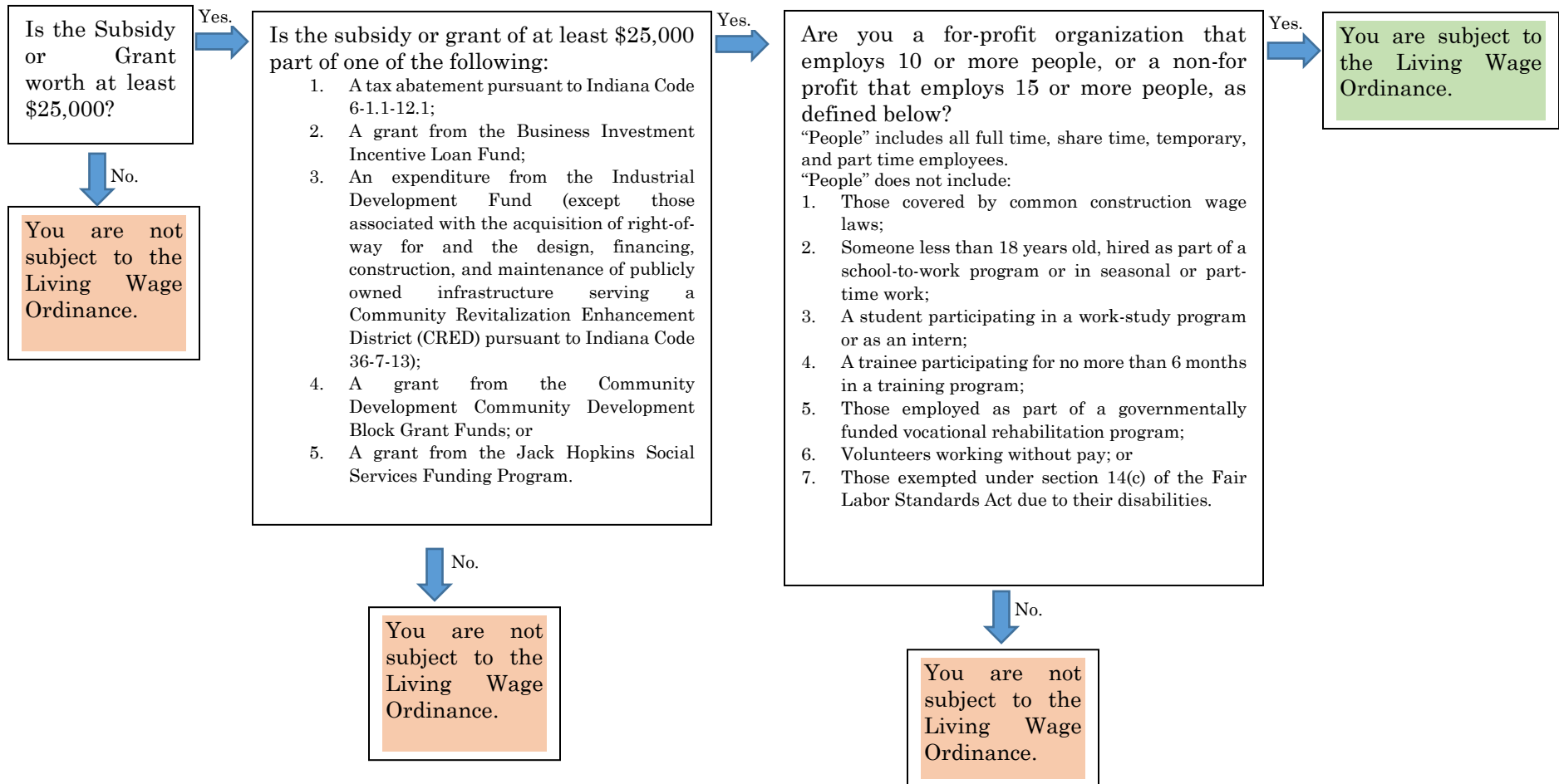
- 1) The CoB;
- 2) Companies that provide services to the CoB through contracts or subcontracts; or
- 3) Organizations that receive CoB subsidies or grants.

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

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



Companies or Organizations that Receive CoB Subsidies or Grants





Board of Public Works Staff Report

Project/Event: Sewer repairs at 316 E. University
Staff Representative: Zach Bell
Petitioner/Representative: **Bloomingscapes**
Date: January, 13, 2026

Report: Bloomingscapes is requesting 2 lane closures and 2 sidewalk closures at the Southeast corner of the intersection of S. Lincoln and E. University to accommodate sewer repair work. The traffic control would be in place for 3-5 days with dates pending approval. Bloomingscapes has supplied maintenance of traffic plans for all work.

Site map:





Board of Public Works Staff Report

Project/Event: Duke Energy- Pole on S. High Street
Staff Representative: Zach Bell
Petitioner/Representative: Ryan Sizemore
Date: Jan 13, 2026

Report: Duke Energy is requesting a road closure and a sidewalk diversion at 2104 E. Woodstock Place to accommodate work on a utility pole. The traffic control would be in place for 3 days from 02/23/26 through 03/09/26.. Work will start after drop offs and finish before pick up at local elementary school and Duke Energy will provide 72 hours warning when dates are finalized. Ryan Sizemore has supplied maintenance of traffic plans for all work.

Site map:





Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 43442 - Equipment Deposits										
Gwendolyn Kirk	KIRK-121925	01-Returned Trap Rental-refund deposit 12/19/25	Paid by Check # 81059		01/06/2026	01/06/2026	01/16/2026		01/16/2026	40.00
Account 43442 - Equipment Deposits Totals								Invoice Transactions	1	\$40.00
Account 53130 - Medical										
6529 - BloomingPaws, LLC	750384	01-Amputation Surgery -Stella-12/18/25	Paid by EFT # 70260		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,813.98
Account 53130 - Medical Totals								Invoice Transactions	1	\$1,813.98
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287289748780X12192025	Paid by Check # 81033		01/07/2026	01/07/2026	01/07/2026		01/07/2026	111.84
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	41.70
Account 53210 - Telephone Totals								Invoice Transactions	2	\$153.54
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	680114876	01-Dishwasher Repair 11/25/25 & 12/16/25	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	392.99
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$392.99
Program 010000 - Main Totals								Invoice Transactions	5	\$2,400.51
Department 01 - Animal Shelter Totals								Invoice Transactions	5	\$2,400.51
Department 02 - Public Works										
Program 020000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	124956	02- 2024-Updated AIM Official Handbooks (3)	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	150.00
Account 53160 - Instruction Totals								Invoice Transactions	1	\$150.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287289748780X12192025	Paid by Check # 81033		01/07/2026	01/07/2026	01/07/2026		01/07/2026	170.54
1079 - AT&T	812R08178811-25	02-Radio circuits-phone charges 10/29/25-11/28/25	Paid by Check # 81030		01/07/2026	01/07/2026	01/07/2026		01/07/2026	179.35



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 02 - Public Works										
Program 020000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812R08178812-25	02-Radio circuits-phone charges 11/29/25-12/28/25	Paid by Check # 81030		01/07/2026	01/07/2026	01/07/2026		01/07/2026	179.35
Account 53210 - Telephone Totals							Invoice Transactions	3		\$529.24
Program 020000 - Main Totals							Invoice Transactions	4		\$679.24
Department 02 - Public Works Totals							Invoice Transactions	4		\$679.24
Department 03 - City Clerk										
Program 030000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	83.40
Account 53210 - Telephone Totals							Invoice Transactions	1		\$83.40
Program 030000 - Main Totals							Invoice Transactions	1		\$83.40
Department 03 - City Clerk Totals							Invoice Transactions	1		\$83.40
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 52420 - Other Supplies										
5638 - Mother Bears, INC	130-1	04-City sponsored Family Photo Event-11/30/25	Paid by EFT # 70304		01/06/2026	01/06/2026	01/16/2026		01/16/2026	31.42
6530 - Office Depot, INC	448451423001	04-New Office Chair for Employee (Perry)	Paid by EFT # 70309		01/06/2026	01/06/2026	01/16/2026		01/16/2026	526.09
Account 52420 - Other Supplies Totals							Invoice Transactions	2		\$557.51
Account 53960 - Grants										
10204 - Olivia Arnold	BACGRANT-12.2025	04-BAC Artistic Advancement Grant	Paid by EFT # 70256		01/06/2026	01/06/2026	01/16/2026		01/16/2026	2,000.00
9647 - Emily Beck	BACGRANT-12.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 70259		01/06/2026	01/06/2026	01/16/2026		01/16/2026	500.00
1051 - Bloomington Economic Development Corp	BEDC-12.2025	04-2025 BEDC Annual Sponsorship	Paid by EFT # 70262		01/06/2026	01/06/2026	01/16/2026		01/16/2026	20,000.00
9903 - Elizabeth Capetillo (LIZ)	BACGRANT-12.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 70266		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,000.00
10050 - Luke Carlson	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 70268		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,000.00



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
10177 - Khwanchira Chindamane	BACGRANT-12.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 70269		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,000.00
10069 - Benjamin Handel	BACGRANT-11.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 70281		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,500.00
8497 - Jonathon Keown (Hideout Press)	BACGRANT-12.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 70292		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,000.00
8479 - Kate Vermillion Lyons (Zuchinni Arts Collective)	BACGRANT-12.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 70298		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,000.00
10198 - Alexander Quintanilla	BACGRANT-12.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 70314		01/06/2026	01/06/2026	01/16/2026		01/16/2026	500.00
10203 - Charles Roldan	BACGRANT-12.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 70317		01/06/2026	01/06/2026	01/16/2026		01/16/2026	750.00
10152 - Adam Stichter (Jack of Peace Games, LLC)	BACGRANT-12.2025	04-2025 AC Artistic Advancement Grant	Paid by EFT # 70324		01/06/2026	01/06/2026	01/16/2026		01/16/2026	750.00
10181 - Ricardo Fernandez Villafane	BACGRANT-12.2025	04-2025 BAC Artistic Advancement Grant	Paid by EFT # 70339		01/06/2026	01/06/2026	01/16/2026		01/16/2026	500.00
Account 53960 - Grants Totals							Invoice Transactions		13	\$31,500.00
Account 53970 - Mayor's Promotion of Business										
4549 - Kroger Limited Partnership I	069149	04-Supplies for Artist Party 12/10/2025	Paid by Check # 81052		01/06/2026	01/06/2026	01/16/2026		01/16/2026	334.92
12219 - Southern Indiana Wind Ensemble, INC	BACGRANT-12.2025	04-2025 Arts Project Addendum to Agreement-Erica Rubis 12/22/25	Paid by EFT # 70321		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,500.00
Account 53970 - Mayor's Promotion of Business Totals							Invoice Transactions		2	\$1,834.92
Program 040000 - Main Totals							Invoice Transactions		17	\$33,892.43
Department 04 - Economic & Sustainable Dev Totals							Invoice Transactions		17	\$33,892.43
Department 05 - Common Council										
Program 050000 - Main										
Account 52110 - Office Supplies										
3560 - First Financial Bank / Credit Cards	520118	05-Gavel for Meetings-Executive Gift Shoppe	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	33.00
Account 52110 - Office Supplies Totals							Invoice Transactions		1	\$33.00



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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 05 - Common Council										
Program 050000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25- Inv. 287297421132X121920 25	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	37.97
Account 53210 - Telephone Totals								Invoice Transactions 1		\$37.97
Program 050000 - Main Totals								Invoice Transactions 2		\$70.97
Department 05 - Common Council Totals								Invoice Transactions 2		\$70.97
Department 06 - Controller's Office										
Program 060000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VNR-KXYR-JDM3	06-Paper towels, disinfectant wipes, keyboard, pop up notes	Paid by EFT # 70251		01/06/2026	01/06/2026	01/16/2026		01/16/2026	60.75
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YM1-4Y6W-LFDL	06-disinfectect wipes	Paid by EFT # 70251		01/06/2026	01/06/2026	01/16/2026		01/16/2026	8.54
8002 - Safeguard Business Systems, INC	9009567197	06-2025 Tax Forms & Envelopes (W2s, 1099s)	Paid by EFT # 70318		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,025.61
Account 52420 - Other Supplies Totals								Invoice Transactions 3		\$1,094.90
Program 060000 - Main Totals								Invoice Transactions 3		\$1,094.90
Department 06 - Controller's Office Totals								Invoice Transactions 3		\$1,094.90
Department 07 - Engineering										
Program 070000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	0000106647	07 - ATSSA Training - Traffic Control Design Specialist	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	565.00
Account 53160 - Instruction Totals								Invoice Transactions 1		\$565.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25- Inv. 287297421132X121920 25	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	777.21
Account 53210 - Telephone Totals								Invoice Transactions 1		\$777.21



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	EPLBF-NOV 25	06-EPL (HAND/P&T/ENG) Bank Fees-Nov 2025 pd Dec 2025	Paid by EFT # 70056		12/30/2025	12/30/2025	12/30/2025		12/30/2025	188.12
Account 53830 - Bank Charges Totals									Invoice Transactions 1	<u>\$188.12</u>
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	66	07-Employee Apprec. Event, 12/17/2025-Mother Bear's	Paid by Check # 81047		01/06/2026	01/06/2026	01/07/2026		01/16/2026	210.30
2128 - Van Ausdall & Farrar, INC	657366	07 - Oversize Document Scanning 05/30/25	Paid by EFT # 70335		01/06/2026	01/06/2026	01/16/2026		01/16/2026	3,930.88
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	<u>\$4,141.18</u>
Account 54310 - Improvements Other Than Building										
10165 - Matthew Aaron Hassfurther	ROW-PARCEL14/14A	07-High St Modernization/Multiuse Path-DES 2200020-Parcel 14/14A	Paid by Check # 81048		01/06/2026	01/06/2026	01/16/2026		01/16/2026	91,175.00
10157 - James and Laila Cripe Joint RLT (James P Cripe)	ROW-PARCEL13/13A	07-High St Modernization/Multiuse Path-DES 2200020-Parcel 13/13A	Paid by Check # 81051		01/06/2026	01/06/2026	01/16/2026		01/16/2026	92,660.00
10164 - Robert J Raley	ROW-PARCEL18/18A	07-High St Modernization/Multiuse Path-DES 2200020-Parcel 18/18A	Paid by Check # 81055		01/06/2026	01/06/2026	01/16/2026		01/16/2026	75,850.00
10172 - Todd Lee Thomassen	ROW-PARCEL16/16A	07-High St Modernization/Multiuse Path-DES 2200020-Parcel 16/16A	Paid by Check # 81058		01/06/2026	01/06/2026	01/16/2026		01/16/2026	12,420.00
Account 54310 - Improvements Other Than Building Totals									Invoice Transactions 4	<u>\$272,105.00</u>
Program 070000 - Main Totals									Invoice Transactions 9	<u>\$277,776.51</u>
Department 07 - Engineering Totals									Invoice Transactions 9	<u>\$277,776.51</u>



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	210.66
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$210.66</u>
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-24608	09-250 Business Cards for A Seader-BVN Coordinator	Paid by EFT # 70302		01/06/2026	01/06/2026	01/16/2026		01/16/2026	77.08
Account 53310 - Printing Totals Invoice Transactions 1										<u>\$77.08</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	933E6A38-0005	09-CFRD Jotform Account Annual Sub-12/17/25-12/17/26	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	390.00
3560 - First Financial Bank / Credit Cards	1766823535	09-Constant Contact-12/6/25-1/5/26 subscription	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	175.00
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 2										<u>\$565.00</u>
Program 090000 - Main Totals Invoice Transactions 4										<u>\$852.74</u>
Department 09 - CFRD Totals Invoice Transactions 4										<u>\$852.74</u>
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872874302161225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287287430216X12192025	Paid by Check # 81032		01/07/2026	01/07/2026	01/07/2026		01/07/2026	74.56
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$74.56</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	331758512	11-Hotel-Thomson-Mayor's Instl. Conf. - Indy-12.4-12.5.2025	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	200.17
3560 - First Financial Bank / Credit Cards	76324828	11-Hotel-Thomson-US Conf. of Mayors_MIP-DC- 01/27/26-01/31/26	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	911.37
9147 - Carolyn Thomson	122325-FLIGHT	11-Reimb-American Airlines-Indy to WA, D.C-Mayors 01/27-01/31/26	Paid by EFT # 70328		01/06/2026	01/06/2026	01/16/2026		01/16/2026	248.96



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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 53230 - Travel										
9147 - Carolyn Thomson	AIM-11.2025	11-per diem/pkg/Uber-Beyond Shelter Deep D-Boston-11/19-11/21/25	Paid by EFT # 70328		01/06/2026	01/06/2026	01/16/2026		01/16/2026	332.82
9147 - Carolyn Thomson	AIM-12.2025	11-Per Diem-AIM Conference_Indy 12/4-12/5/25	Paid by EFT # 70328		01/06/2026	01/06/2026	01/16/2026		01/16/2026	45.00
Account 53230 - Travel Totals							Invoice Transactions 5			\$1,738.32
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	SIB-4164504	11-Brevo Subscription 11.30-12.30.2025	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	181.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			\$181.00
Account 53990 - Other Services and Charges										
5086 - Frame Station, INC (Framemakers)	1-Q36125	11-Reframing New Kruzan Portrait	Paid by EFT # 70278		01/06/2026	01/06/2026	01/16/2026		01/16/2026	28.08
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$28.08
Program 110000 - Main Totals							Invoice Transactions 8			\$2,021.96
Department 11 - Mayor's Office Totals							Invoice Transactions 8			\$2,021.96
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
14049 - Robert Half INC	65733146	12- Payroll specialist-Financial Analyst II-week ended 12/19/25	Paid by EFT # 70316		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,997.50
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$1,997.50
Program 120000 - Main Totals							Invoice Transactions 1			\$1,997.50
Department 12 - Human Resources Totals							Invoice Transactions 1			\$1,997.50
Department 13 - Planning										
Program 130000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1M1V-LT69-464R	13- Umbrella for Environmental Planner	Paid by EFT # 70251		01/06/2026	01/06/2026	01/16/2026		01/16/2026	27.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1D7F-DYXW-KWXY	13- Mechanical Keyboard for Pat Martin	Paid by EFT # 70251		01/06/2026	01/06/2026	01/16/2026		01/16/2026	35.99
Account 52110 - Office Supplies Totals							Invoice Transactions 2			\$62.99



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	390.74
Account 53210 - Telephone Totals									Invoice Transactions 1	\$390.74
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	EPLBF-NOV 25	06-EPL (HAND/P&T/ENG) Bank Fees-Nov 2025 pd Dec 2025	Paid by EFT # 70056		12/30/2025	12/30/2025	12/30/2025		12/30/2025	57.71
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$57.71
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	0002773	13- APA 2026 Renewal Membership for David Hittle	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	822.70
3560 - First Financial Bank / Credit Cards	0002766	13- APA 2026 Renewal Membership for David Brantez	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	104.00
3560 - First Financial Bank / Credit Cards	0002754	13- APA 2026 Renewal Membership for Jackie Scanlan	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	756.70
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 3	\$1,683.40
Account 53990 - Other Services and Charges										
6235 - Toole Design Group, LLC	CMH.00168_29	13-Corridor Study-College&Walnut-45/46 Bypass to Allen-09/26/25	Paid by EFT # 70329		01/06/2026	01/06/2026	01/16/2026		01/16/2026	11,909.82
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$11,909.82
Program 130000 - Main Totals									Invoice Transactions 8	\$14,104.66
Program 132000 - MPO										
Account 53990 - Other Services and Charges										
17974 - National Assoc. Of Regional Councils	2319	13-Membership Renewal for MPO -P. Martin-thru 12/31/2026	Paid by Check # 81053		01/06/2026	01/06/2026	01/16/2026		01/16/2026	772.50
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$772.50
Program 132000 - MPO Totals									Invoice Transactions 1	\$772.50
Department 13 - Planning Totals									Invoice Transactions 9	\$14,877.16



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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 52430 - Uniforms and Tools										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13CD-JDKN- HKG9	19 - 2 vacuum cleaners and a 10' ladder	Paid by EFT # 70251		01/06/2026	01/06/2026	01/16/2026		01/16/2026	549.09
Account 52430 - Uniforms and Tools Totals Invoice Transactions 1										\$549.09
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801 225	06-cell phone chgs 11/12/25-12/11/25- Inv. 287289748780X121920 25	Paid by Check # 81033		01/07/2026	01/07/2026	01/07/2026		01/07/2026	149.12
13969 - AT&T Mobility II, LLC	2873273216181 225	06-Unlim'td LTE Laptp/Hotsp 11/12- 12/11/25- 287327321618X121920 25	Edit		01/14/2026	01/14/2026	01/14/2026			39.24
Account 53210 - Telephone Totals Invoice Transactions 2										\$188.36
Account 53610 - Building Repairs										
479 - A Craft Moving and Storage, INC (Soft Touch)	3545-1	19-SA -move Council staff to Showers West- 5/5/2025	Paid by EFT # 70250		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,120.00
321 - Harrell Fish, INC (HFI)	ZW32795	19-SA-E. Side Showers Bldg-AC unit 2.0E making loud noise- 10/21	Paid by EFT # 70282		01/06/2026	01/06/2026	01/16/2026		01/16/2026	3,330.10
321 - Harrell Fish, INC (HFI)	ZW32889	19-SA-CH-repair condensate in units 1.01 & 1.02-9/17/25	Paid by EFT # 70282		01/06/2026	01/06/2026	01/16/2026		01/16/2026	2,671.64
321 - Harrell Fish, INC (HFI)	ZW32893	19-SA-City Hall excavate water line for cooling tower-11/5	Paid by EFT # 70282		01/06/2026	01/06/2026	01/16/2026		01/16/2026	4,429.62
321 - Harrell Fish, INC (HFI)	ZW33079	19-SA-City Hall replace belts in cooling tower- 9/19/25	Paid by EFT # 70282		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,155.58
321 - Harrell Fish, INC (HFI)	ZW34131	19-SA-City Hall repair thermostat in OOTM- 11/20/25	Paid by EFT # 70282		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,406.40
321 - Harrell Fish, INC (HFI)	C020107	19-SA-City Hall quarterly planned maintenance Dec 2025	Paid by EFT # 70282		01/06/2026	01/06/2026	01/16/2026		01/16/2026	2,150.63
1537 - Indiana Door & Hardware Specialties, INC	140027AA	19 - repair Dunlap room door-frosted glass & replace broken unit	Paid by Check # 81049		01/06/2026	01/06/2026	01/16/2026		01/16/2026	720.00



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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	IN01107013	19 - repair panic button in OOTC	Paid by EFT # 70295		01/06/2026	01/06/2026	01/16/2026		01/16/2026	303.95
Account 53610 - Building Repairs Totals								Invoice Transactions	9	\$17,287.92
Program 190000 - Main Totals								Invoice Transactions	12	\$18,025.37
Department 19 - Facilities Maintenance Totals								Invoice Transactions	12	\$18,025.37
Department 28 - ITS										
Program 280000 - Main										
Account 52110 - Office Supplies										
5103 - Staples Contract & Commercial, INC	6050132092	28-2025 City Hall Copy Paper 5 Cases	Paid by EFT # 70323		01/06/2026	01/06/2026	01/16/2026		01/16/2026	197.45
Account 52110 - Office Supplies Totals								Invoice Transactions	1	\$197.45
Account 52420 - Other Supplies										
13969 - AT&T Mobility II, LLC	2872897487801225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287289748780X12192025	Paid by Check # 81033		01/07/2026	01/07/2026	01/07/2026		01/07/2026	561.51
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	78.48
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$639.99
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	INV-ASAP12257163	28-ASAP - Admin Pro 1y Pro Membership Victoria Jones 12/18/25	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	199.00
Account 53160 - Instruction Totals								Invoice Transactions	1	\$199.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287289748780X12192025	Paid by Check # 81033		01/07/2026	01/07/2026	01/07/2026		01/07/2026	23.36
1079 - AT&T	812339226112-25	28-phone charges 11/20/25-12/19/25-#812 339-2261 261 1	Paid by Check # 81027		01/07/2026	01/07/2026	01/07/2026		01/07/2026	3,096.05
Account 53210 - Telephone Totals								Invoice Transactions	2	\$3,119.41



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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										
5534 - Presidio Holdings, INC	6013525008706	28-2026 SmartNet Renewal 01/01/26-12/10/26	Paid by EFT # 70313		01/06/2026	01/06/2026	01/16/2026		01/16/2026	58,993.03
3989 - Ricoh USA, INC	5072462731	28-ACC/BPD Copier/Printer Maintenance 11/01/25-11/30/25	Paid by EFT # 70315		01/06/2026	01/06/2026	01/16/2026		01/16/2026	651.59
3989 - Ricoh USA, INC	5072462751	28-City Civil Copier/Printer Maintenance 11/01/25-11/30/25	Paid by EFT # 70315		01/06/2026	01/06/2026	01/16/2026		01/16/2026	2,308.18
7177 - Zoho Corporation	5020032205	28-ME EC and SD+ renewal until 12/04/25-12/26/26	Paid by EFT # 70341		01/06/2026	01/06/2026	01/16/2026		01/16/2026	24,279.00
Account 53640 - Hardware and Software Maintenance Totals Invoice Transactions 4										\$86,231.80
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	8755F40-0015	28-Airtable-Subscription 12/12/25-02/23/26	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	89.55
3560 - First Financial Bank / Credit Cards	2405682033	28-Amazon web services 11/01/25-11/30/25	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1.58
3560 - First Financial Bank / Credit Cards	1p903eny	28-BlueSky - Zoom Timer Subscription 12/04/25	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	89.95
3560 - First Financial Bank / Credit Cards	5431323195	28-Google Cloud Subscription 11/01/25-11/30/25	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	155.43
3560 - First Financial Bank / Credit Cards	12-01-25	28-HT Newspaper Annual Renewal 12/01/25-G7854216048	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	89.00
3560 - First Financial Bank / Credit Cards	INV332730461	28-Zoom - Monthly Subscription Fees 12/06/25-01/05/26	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	430.00
3560 - First Financial Bank / Credit Cards	INV331559780	28-Zoom - Annual Fee 11/27/25-06/05/26	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	104.61
2998 - Seiler Instrument & Mfg Co, INC	INV68072	28-GIS Catalyst 30 Annual Subscription 2026	Paid by EFT # 70319		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,365.00
Account 53910 - Dues and Subscriptions Totals Invoice Transactions 8										\$2,325.12



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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 54420 - Purchase of Equipment										
5534 - Presidio Holdings, INC	6023425003954	28-Seminary Park Wi-Fi - Exterior Box & AP Deploymt 12/30/25	Paid by EFT # 70313		01/06/2026	01/06/2026	01/16/2026		01/16/2026	90.30
Account 54420 - Purchase of Equipment Totals							Invoice Transactions	1		\$90.30
Program 280000 - Main Totals							Invoice Transactions	19		\$92,803.07
Department 28 - ITS Totals							Invoice Transactions	19		\$92,803.07
Fund 1101 - General Totals							Invoice Transactions	94		\$446,575.76
Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 53910 - Dues and Subscriptions										
2871 - International Municipal Signal Association (IMSA)	50947-2026	20-2026 IMSA Membership Dues (12)	Paid by EFT # 70290		01/06/2026	01/06/2026	01/16/2026		01/16/2026	960.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	1		\$960.00
Program 200000 - Main Totals							Invoice Transactions	1		\$960.00
Department 20 - Street Totals							Invoice Transactions	1		\$960.00
Fund 2201 - Motor Vehicle Highway Totals							Invoice Transactions	1		\$960.00
Fund 2203 - MVH Restricted (subfund of Motor Vehicle Highway)										
Department 20 - Street										
Program 200000 - Main										
Account 53990 - Other Services and Charges										
467 - Groomer Construction, INC	202141	20-BC2025-062 Accessible Curb Ramp Project (27) 12/16/25	Paid by EFT # 70280		01/06/2026	01/06/2026	01/16/2026		01/16/2026	97,493.12
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$97,493.12
Account 54510 - Other Capital Outlays										
467 - Groomer Construction, INC	202142	20-BC2025-077 Blue Ridge ADA Ramp Project 12/19/25	Paid by EFT # 70280		01/06/2026	01/06/2026	01/16/2026		01/16/2026	149,987.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	1		\$149,987.00
Program 200000 - Main Totals							Invoice Transactions	2		\$247,480.12
Department 20 - Street Totals							Invoice Transactions	2		\$247,480.12
Fund 2203 - MVH Restricted (subfund of Motor Vehicle Highway) Totals							Invoice Transactions	2		\$247,480.12



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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 20 - Street										
Program 200000 - Main										
Account 53990 - Other Services and Charges										
467 - Groomer Construction, INC	202143	20-SE Crnr-Kirkwood & WA-remove/replace stone planter box-12/16	Paid by EFT # 70280		01/06/2026	01/06/2026	01/16/2026		01/16/2026	12,850.00
467 - Groomer Construction, INC	202144	20-BC2025-114 Repair Planterbox-SW Corner Kirkwood & Grant-12/16	Paid by EFT # 70280		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,600.00
13969 - AT&T Mobility II, LLC	2872897487801225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287289748780X12192025	Paid by Check # 81033		01/07/2026	01/07/2026	01/07/2026		01/07/2026	217.64
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	297.50
13969 - AT&T Mobility II, LLC	2873273216181225	06-Unlim'td LTE Laptp/Hotsp 11/12-12/11/25-287327321618X12192025	Edit		01/14/2026	01/14/2026	01/14/2026			29.24
Account 53990 - Other Services and Charges Totals							Invoice Transactions 5		<u>\$14,994.38</u>	
Program 200000 - Main Totals							Invoice Transactions 5		<u>\$14,994.38</u>	
Department 20 - Street Totals							Invoice Transactions 5		<u>\$14,994.38</u>	
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287289748780X12192025	Paid by Check # 81033		01/07/2026	01/07/2026	01/07/2026		01/07/2026	617.36
Account 53210 - Telephone Totals							Invoice Transactions 1		<u>\$617.36</u>	
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	PKGMTRBF-NOV 25	26-Parking Meter Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70055		12/30/2025	12/30/2025	12/30/2025		12/30/2025	4,455.54



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2207 - Parking Meter										
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	PKGWEBBF-NOV 25	26-Parking Web Bank Fees-Nov 2025 paid Dec 20	Paid by EFT # 70057		12/30/2025	12/30/2025	12/30/2025		12/30/2025	5,863.02
Account 53830 - Bank Charges Totals								Invoice Transactions	2	\$10,318.56
Program 260000 - Main Totals								Invoice Transactions	3	\$10,935.92
Department 26 - Parking Totals								Invoice Transactions	3	\$10,935.92
Fund 2207 - Parking Meter Totals								Invoice Transactions	8	\$25,930.30
Fund 2209 - LIT - Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	83.40
Account 53210 - Telephone Totals								Invoice Transactions	1	\$83.40
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	2239908	04-Sheraton hotel - Jane 12/11/25-12/12/25 for IEDA Workshop	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	147.00
Account 53230 - Travel Totals								Invoice Transactions	1	\$147.00
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	MC24628259	04-MailChimp Monthly Subscription 12/27/25	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	57.75
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$57.75
Account 53960 - Grants										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11WT-1T3V-FFPF	04- Batteries for Makita & Milwaukee Power Tools for PW	Paid by EFT # 70251		01/06/2026	01/06/2026	01/16/2026		01/16/2026	2,784.77
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16NG-6NYW-9LKK	04- Various lithium batteries for electric tools - for STREET	Paid by EFT # 70251		01/06/2026	01/06/2026	01/16/2026		01/16/2026	3,281.00
9846 - Andrew Bayer	BGHIP-12.2025	04-BGHIP Rebate-802 S. Washington-solar panel & battery storage	Paid by EFT # 70258		01/06/2026	01/06/2026	01/16/2026		01/16/2026	6,712.00



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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										
2897 - Bloomington Community Band, INC	BACGRANT-12.2025	04-2025 BAC Operations Grant	Paid by EFT # 70261		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,000.00
458 - Bloomington Symphony Orchestra	BACGRANT-12.2025	04-2025 BAC Operations Grant	Paid by EFT # 70263		01/06/2026	01/06/2026	01/16/2026		01/16/2026	4,500.00
9063 - Donovan Energy	2767	04-Municipal Energy Efficiency & Decarbonization	Paid by EFT # 70270		01/06/2026	01/06/2026	01/16/2026		01/16/2026	598.50
9063 - Donovan Energy	2773	04-Buskirk Chumley Theater Project	Paid by EFT # 70270		01/06/2026	01/06/2026	01/16/2026		01/16/2026	2,103.75
10163 - Larry Thibos	BGHIP-12.2025	04-BGHIP Rebate-1809 E Windsor Dr-battery storage system	Paid by EFT # 70327		01/06/2026	01/06/2026	01/16/2026		01/16/2026	4,375.00
Account 53960 - Grants Totals							Invoice Transactions	8		\$25,355.02
Program 040000 - Main Totals							Invoice Transactions	11		\$25,643.17
Department 04 - Economic & Sustainable Dev Totals							Invoice Transactions	11		\$25,643.17
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53990 - Other Services and Charges										
5444 - Tyler Technologies, INC	025-538521	28-Implementation of EPL Permit and Licenses Services	Paid by EFT # 70333		01/06/2026	01/06/2026	01/16/2026		01/16/2026	900.00
5444 - Tyler Technologies, INC	045-548646	28-Grant Accounting Module Training 2025	Paid by EFT # 70333		01/06/2026	01/06/2026	01/16/2026		01/16/2026	195.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$1,095.00
Program 060000 - Main Totals							Invoice Transactions	2		\$1,095.00
Department 06 - Controller's Office Totals							Invoice Transactions	2		\$1,095.00
Department 12 - Human Resources										
Program 120000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv.	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	81.83
Account 53210 - Telephone Totals							Invoice Transactions	1		\$81.83
Program 120000 - Main Totals							Invoice Transactions	1		\$81.83
Department 12 - Human Resources Totals							Invoice Transactions	1		\$81.83
Fund 2209 - LIT - Economic Development Totals							Invoice Transactions	14		\$26,820.00



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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 090001 - Com Serv - Black Males										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GDG-96XG-3GQY	09-Winter Wonderland Supplies-Cookie Decorating and Hot Cocoa	Paid by EFT # 70251		01/06/2026	01/06/2026	01/16/2026		01/16/2026	452.46
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WCH-C3L4-3DK3	09-Winter Wonderland Supplies-Cookie Decorating Icing	Paid by EFT # 70251		01/06/2026	01/06/2026	01/16/2026		01/16/2026	46.74
Account 52420 - Other Supplies Totals							Invoice Transactions 2			\$499.20
Program 090001 - Com Serv - Black Males Totals							Invoice Transactions 2			\$499.20
Program 090002 - Com Serv - MLK Comm										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LDL-9GY1-G4R9	09-Flower Enamel Pins for Women of the Movement-MLK 2026	Paid by EFT # 70251		01/06/2026	01/06/2026	01/16/2026		01/16/2026	28.99
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$28.99
Program 090002 - Com Serv - MLK Comm Totals							Invoice Transactions 1			\$28.99
Program 090016 - Com Serv - Safe & Civil										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	1DEEBBC5-0060	09-Safe & Civil City Jotform-Acct 1-mosss-12/25/25-1/25/26	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	19.00
3560 - First Financial Bank / Credit Cards	9BE28DEA-0042	09-Safe & Civil City Jotform subscription-12/29/25-1/29/26	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	19.00
234 - Monroe County Community School Corporation (MCCSC)	3722	09-Bus 111-Students-Young Women's Leadership Summit 2025-11/20	Paid by EFT # 70303		01/06/2026	01/06/2026	01/16/2026		01/16/2026	215.70
234 - Monroe County Community School Corporation (MCCSC)	3729	09-Bus 3-Students-Young Women's Leadership Summit 2025-11/20	Paid by EFT # 70303		01/06/2026	01/06/2026	01/16/2026		01/16/2026	150.37
234 - Monroe County Community School Corporation (MCCSC)	3723	09-Bus #136-Students-Young Women's Leadership Summit 2025-11/20	Paid by EFT # 70303		01/06/2026	01/06/2026	01/16/2026		01/16/2026	178.73
Account 53990 - Other Services and Charges Totals							Invoice Transactions 5			\$582.80
Program 090016 - Com Serv - Safe & Civil Totals							Invoice Transactions 5			\$582.80
Department 09 - CFRD Totals							Invoice Transactions 8			\$1,110.99
Fund 2506 - Community Services Totals							Invoice Transactions 8			\$1,110.99



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	14411	28-Netool.io - 9 Networking Diagnostic Devices 12/17/25	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	2,439.88
Account 52420 - Other Supplies Totals										Invoice Transactions 1
										\$2,439.88
Account 53640 - Hardware and Software Maintenance										
902 - Indiana Underground Plant Protection Service, INC	INV-21353	28- Line Location Services November 2025	Paid by EFT # 70289		01/06/2026	01/06/2026	01/16/2026		01/16/2026	227.05
13482 - Northern Lights Locating & Inspection, INC	20295	28-BDU Line Locates December 2025	Paid by EFT # 70308		01/06/2026	01/06/2026	01/16/2026		01/16/2026	2,500.00
Account 53640 - Hardware and Software Maintenance Totals										Invoice Transactions 2
										\$2,727.05
Account 53750 - Rentals - Other										
203 - INDIANA UNIVERSITY	96963335	25 - IU Data Center 01/01/26-01/31/26	Paid by Check # 81050		01/06/2026	01/06/2026	01/16/2026		01/16/2026	860.00
Account 53750 - Rentals - Other Totals										Invoice Transactions 1
										\$860.00
Program 254000 - Infrastructure Totals										Invoice Transactions 4
										\$6,026.93
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	1190626704121 925	25 - Comcast Internet - 401 N Morton January 2026	Paid by Check # 81038		01/07/2026	01/07/2026	01/07/2026		01/07/2026	222.90
12283 - Smithville Communications	401NMRTN-010126	25-Internet and Rental - January 2026	Paid by Check # 81045		01/07/2026	01/07/2026	01/07/2026		01/07/2026	4,629.27
Account 53150 - Communications Contract Totals										Invoice Transactions 2
										\$4,852.17
Account 54450 - Equipment										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13YJ-FCPL-9LQD	28-Optical Cable	Paid by EFT # 70251		01/06/2026	01/06/2026	01/16/2026		01/16/2026	69.30
6222 - Apple, INC	MC36508729	28-Mac Book for G. Overtom	Paid by EFT # 70255		01/06/2026	01/06/2026	01/16/2026		01/16/2026	2,142.00
6222 - Apple, INC	MC36761420	28-IPad for K. Rosembarger	Paid by EFT # 70255		01/06/2026	01/06/2026	01/16/2026		01/16/2026	2,248.00
53442 - Paragon Micro, INC	S5242370	28-CAPR Roy Aten PW Engineering Laptop	Paid by EFT # 70310		01/06/2026	01/06/2026	01/16/2026		01/16/2026	2,249.99
5103 - Staples Contract & Commercial, INC	6050432021	28-CAPR Council Magenta High Yield Toner	Paid by EFT # 70323		01/06/2026	01/06/2026	01/16/2026		01/16/2026	255.93
5103 - Staples Contract & Commercial, INC	6050432022	28-CAPR Council Black/Cyan/Yellow High Yield Toner	Paid by EFT # 70323		01/06/2026	01/06/2026	01/16/2026		01/16/2026	720.20
Account 54450 - Equipment Totals										Invoice Transactions 6
										\$7,685.42
Program 256000 - Services Totals										Invoice Transactions 8
										\$12,537.59



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications Totals							Invoice Transactions	12		\$18,564.52
Fund 2512 - Non-Reverting Telecom (S1146) Totals							Invoice Transactions	12		\$18,564.52
Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287289748780X12192025	Paid by Check # 81033		01/07/2026	01/07/2026	01/07/2026		01/07/2026	223.68
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	125.10
13969 - AT&T Mobility II, LLC	2873273216181225	06-Unlim'td LTE Laptp/Hotsp 11/12-12/11/25-287327321618X12192025	Edit		01/14/2026	01/14/2026	01/14/2026			58.48
Account 53210 - Telephone Totals							Invoice Transactions	3		\$407.26
Account 53510 - Electrical Services										
223 - Duke Energy	9101205747431225	26-Trades Garage-489 W. 10th-elec chgs 11/20/25-12/18/25	Paid by Check # 81040		01/07/2026	01/07/2026	01/07/2026		01/07/2026	1,610.67
Account 53510 - Electrical Services Totals							Invoice Transactions	1		\$1,610.67
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN01114485	26-fire alarm service call for Morton Street garage 12/15/25	Paid by EFT # 70295		01/06/2026	01/06/2026	01/16/2026		01/16/2026	303.95
392 - Koorsen Fire & Security, INC	IN01115680	26-fire alarm pull station repair-Trades Garage- 12/17	Paid by EFT # 70295		01/06/2026	01/06/2026	01/16/2026		01/16/2026	490.25
Account 53610 - Building Repairs Totals							Invoice Transactions	2		\$794.20
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	PKGGARBF-NOV 25	26-Parking Garages Bank Fees-Nov 2025 paid Dec 2025	Paid by EFT # 70058		12/30/2025	12/30/2025	12/30/2025		12/30/2025	3,424.66
18844 - First Financial Bank, N.A.	PKGGARBF-NOV 25A	26-Parking Garage Bank Fees-Nov Pd Dec 2025-Verifone-12/30/25	Paid by EFT # 70233		01/02/2026	01/02/2026	01/02/2026		01/02/2026	99.99
Account 53830 - Bank Charges Totals							Invoice Transactions	2		\$3,524.65



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53840 - Lease Payments										
512 - 7th & Walnut , LLC	RENT-FEB 2026	26-Walnut St Garage-garage rent February 2026	Paid by EFT # 70248		01/06/2026	01/06/2026	01/16/2026		01/16/2026	17,824.79
3887 - Mercury Development Group, LLC	350	06-Morton St Garage-garage rent -February 2026	Paid by EFT # 70300		01/06/2026	01/06/2026	01/16/2026		01/16/2026	41,706.45
Account 53840 - Lease Payments Totals							Invoice Transactions	2		\$59,531.24
Program 260000 - Main Totals							Invoice Transactions	10		\$65,868.02
Department 26 - Parking Totals							Invoice Transactions	10		\$65,868.02
Fund 2520 - Parking Facilities(S9502) Totals							Invoice Transactions	10		\$65,868.02
Fund 2521 - Alternative Transport(S6301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 54310 - Improvements Other Than Building										
6611 - Precision Concrete, INC	251132-1	20-SW Saw Cutting Solution Serv-Fall 2025 Part 1 11/24/25	Paid by EFT # 70312		01/06/2026	01/06/2026	01/16/2026		01/16/2026	40,000.00
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	1		\$40,000.00
Program 020000 - Main Totals							Invoice Transactions	1		\$40,000.00
Department 02 - Public Works Totals							Invoice Transactions	1		\$40,000.00
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801 225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287289748780X121920 25	Paid by Check # 81033		01/07/2026	01/07/2026	01/07/2026		01/07/2026	175.59
Account 53210 - Telephone Totals							Invoice Transactions	1		\$175.59
Program 260000 - Main Totals							Invoice Transactions	1		\$175.59
Department 26 - Parking Totals							Invoice Transactions	1		\$175.59
Fund 2521 - Alternative Transport(S6301) Totals							Invoice Transactions	2		\$40,175.59
Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
50944 - Cargill Deicing Techno	2911865056	20-De-icing Salt -17.92 tons -12/29/25	Paid by EFT # 70267		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,827.12
50944 - Cargill Deicing Techno	2911847765	20-De-icing Salt - 218.18 tons- 12/22/25	Paid by EFT # 70267		01/06/2026	01/06/2026	01/16/2026		01/16/2026	22,245.64



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
50944 - Cargill Deicing Techno	2911853144	20-De-icing Salt - 265.73 tons- 12/23/25	Paid by EFT # 70267		01/06/2026	01/06/2026	01/16/2026		01/16/2026	27,094.84
Account 52330 - Street , Alley, and Sewer Material Totals									Invoice Transactions 3	\$51,167.60
Account 53990 - Other Services and Charges										
467 - Groomer Construction, INC	202139	20-Sidewalk Assistance Repairs Program 12/16/25	Paid by EFT # 70280		01/06/2026	01/06/2026	01/16/2026		01/16/2026	89,255.69
467 - Groomer Construction, INC	202140	20-Sidewalk Assistance Repairs Program-11th & Adams-12/16/25	Paid by EFT # 70280		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,397.00
6611 - Precision Concrete, INC	251132-2	20-BC2025-Sidewalk Saw Cutting-Fall 2025 Part 2 12/08/25	Paid by EFT # 70312		01/06/2026	01/06/2026	01/16/2026		01/16/2026	17,287.88
603 - Traffic Control Corporation	162595	20-Centrac AI Connectivity/Supp Plan- Traffic Signals (117)- 2026	Paid by EFT # 70330		01/06/2026	01/06/2026	01/16/2026		01/16/2026	48,555.00
603 - Traffic Control Corporation	162596	20-Centrac AI Connectivity/Supp Plan- Traffic Signals (15)- 2026	Paid by EFT # 70330		01/06/2026	01/06/2026	01/16/2026		01/16/2026	9,000.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 5	\$165,495.57
Program 020000 - Main Totals									Invoice Transactions 8	\$216,663.17
Department 02 - Public Works Totals									Invoice Transactions 8	\$216,663.17
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
5999 - The Etica Group, INC	0240157.00-6	07-Blgtn Crosswalk Improv Ph3 (PE) 09/01/25-09/30/25	Paid by EFT # 70326		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,595.25
Account 54310 - Improvements Other Than Building Totals									Invoice Transactions 1	\$1,595.25
Program 070000 - Main Totals									Invoice Transactions 1	\$1,595.25
Department 07 - Engineering Totals									Invoice Transactions 1	\$1,595.25
Fund 4402 - Cumulative Capital Development Totals									Invoice Transactions 9	\$218,258.42



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4439 - Food and Beverage Tax										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53840 - Lease Payments										
7255 - BOKF, NA	BTONPBCLRB25-126	06-COB Public Bldg Corp Lease Rental Revenue Bond of 2025-1/2026	Paid by EFT # 70234		01/07/2026	01/07/2026	01/07/2026		01/07/2026	1,464,000.00
Account 53840 - Lease Payments Totals								Invoice Transactions	1	\$1,464,000.00
Program 060000 - Main Totals								Invoice Transactions	1	\$1,464,000.00
Department 06 - Controller's Office Totals								Invoice Transactions	1	\$1,464,000.00
Fund 4439 - Food and Beverage Tax Totals								Invoice Transactions	1	\$1,464,000.00
Fund 4666 - GO Bonds 2022										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 54510 - Other Capital Outlays										
16 - Butler, Fairman & Seufert, INC	109970	07-High Street Multiuse Path & Intersections- 8/1-9/30/25	Paid by EFT # 70265		01/06/2026	01/06/2026	01/16/2026		01/16/2026	10,884.03
Account 54510 - Other Capital Outlays Totals								Invoice Transactions	1	\$10,884.03
Program 060000 - Main Totals								Invoice Transactions	1	\$10,884.03
Department 06 - Controller's Office Totals								Invoice Transactions	1	\$10,884.03
Fund 4666 - GO Bonds 2022 Totals								Invoice Transactions	1	\$10,884.03
Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 52430 - Uniforms and Tools										
793 - Indiana Safety Company, INC	0346987-IN	16-gloves-10 gauge palm coated knit XL	Paid by EFT # 70288		01/06/2026	01/06/2026	01/16/2026		01/16/2026	336.13
793 - Indiana Safety Company, INC	0347088-IN	16-gloves-10 gauge palm coated knit XL-were on B/O	Paid by EFT # 70288		01/06/2026	01/06/2026	01/16/2026		01/16/2026	126.09
Account 52430 - Uniforms and Tools Totals								Invoice Transactions	2	\$462.22
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	357.99



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2873273216181225	06-Unlim'td LTE Laptp/Hotsp 11/12-12/11/25-287327321618X12192025	Edit		01/14/2026	01/14/2026	01/14/2026			29.24
Account 53210 - Telephone Totals Invoice Transactions 2										\$387.23
Account 53240 - Freight / Other										
793 - Indiana Safety Company, INC	0346987-IN	16-gloves-10 gauge palm coated knit XL	Paid by EFT # 70288		01/06/2026	01/06/2026	01/16/2026		01/16/2026	112.05
793 - Indiana Safety Company, INC	0347088-IN	16-gloves-10 gauge palm coated knit XL-were on B/O	Paid by EFT # 70288		01/06/2026	01/06/2026	01/16/2026		01/16/2026	42.03
Account 53240 - Freight / Other Totals Invoice Transactions 2										\$154.08
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	C020128	16 - Quarterly Maintenance and Building Repairs 9/29/25	Paid by EFT # 70282		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,570.97
Account 53610 - Building Repairs Totals Invoice Transactions 1										\$1,570.97
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080213674	16-uniform rental (minus payroll ded)-12/24/2025	Paid by EFT # 70337		01/06/2026	01/06/2026	01/16/2026		01/16/2026	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080213675	16-mat/towel services-12/24/2025	Paid by EFT # 70337		01/06/2026	01/06/2026	01/16/2026		01/16/2026	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080214651	16-uniform rental (minus payroll ded)-12/31/2025	Paid by EFT # 70337		01/06/2026	01/06/2026	01/16/2026		01/16/2026	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080214652	16-mat/towel services-12/31/2025	Paid by EFT # 70337		01/06/2026	01/06/2026	01/16/2026		01/16/2026	29.68
Account 53920 - Laundry and Other Sanitation Services Totals Invoice Transactions 4										\$72.32
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140-000025003	16 - Trash Fees 12/16/25-12/31/25	Paid by EFT # 70285		01/06/2026	01/06/2026	01/16/2026		01/16/2026	17,172.55
52226 - Hoosier Transfer Station-3140	3140-000025011	16 - Recycle Fees 12/16/25-12/31/25	Paid by EFT # 70285		01/06/2026	01/06/2026	01/16/2026		01/16/2026	990.40
Account 53950 - Landfill Totals Invoice Transactions 2										\$18,162.95
Program 160000 - Main Totals Invoice Transactions 13										\$20,809.77
Department 16 - Sanitation Totals Invoice Transactions 13										\$20,809.77
Fund 6604 - Sanitation Totals Invoice Transactions 13										\$20,809.77



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7006 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1201 - Other Services and Charges Health Insurance										
9375 - WEX Health INC (Chard, Snyder & Associates)	122325Well	12 - December 2025 Wellness Reimbursements	Paid by EFT # 70224		12/23/2025	12/23/2025	12/23/2025		12/23/2025	8,897.02
9375 - WEX Health INC (Chard, Snyder & Associates)	010626HSA	12-HSA Employer Contributions - M. Abel & R. Holmes	Paid by EFT # 70243		01/06/2026	01/06/2026	01/06/2026		01/06/2026	3,837.81
9375 - WEX Health INC (Chard, Snyder & Associates)	010726HSA	12-HSA Employer Contributions - A.Crecelius, T.Gholson, P. Wyatt	Paid by EFT # 70246		01/07/2026	01/07/2026	01/07/2026		01/07/2026	5,100.00
3928 - Aim Medical Trust	January 2026	12-January 2026 Medical Premiums	Paid by EFT # 70247		01/08/2026	01/08/2026	01/08/2026		01/08/2026	1,157,579.79
Account 53990.1201 - Other Services and Charges Health Insurance Totals							Invoice Transactions	4		\$1,175,414.62
Program 120000 - Main Totals							Invoice Transactions	4		\$1,175,414.62
Department 12 - Human Resources Totals							Invoice Transactions	4		\$1,175,414.62
Fund 7006 - Health Insurance Trust Totals							Invoice Transactions	4		\$1,175,414.62
Fund 7008 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 47090.1282 - Employee Contributions Section 125 - DDC- Util										
9375 - WEX Health INC (Chard, Snyder & Associates)	122425CheckRe g	12-City/Util FSA DDC- 12/24/2025	Paid by EFT # 70227		12/24/2025	12/24/2025	12/24/2025		12/24/2025	1,418.50
Account 47090.1282 - Employee Contributions Section 125 - DDC- Util Totals							Invoice Transactions	1		\$1,418.50
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	122325Daily	12-Daily Benefits Card Funding Detail-12-23-2025	Paid by EFT # 70226		12/24/2025	12/24/2025	12/24/2025		12/24/2025	57.97
9375 - WEX Health INC (Chard, Snyder & Associates)	122825daily	12-City URM	Paid by EFT # 70228		12/29/2025	12/29/2025	12/29/2025		12/29/2025	58.13
9375 - WEX Health INC (Chard, Snyder & Associates)	122725daily	12-City URM	Paid by EFT # 70229		12/29/2025	12/29/2025	12/29/2025		12/29/2025	10.00
9375 - WEX Health INC (Chard, Snyder & Associates)	1224256daily	12-City URM	Paid by EFT # 70230		12/29/2025	12/29/2025	12/29/2025		12/29/2025	220.00
9375 - WEX Health INC (Chard, Snyder & Associates)	123025daily	12-City URM	Paid by EFT # 70232		12/31/2025	12/31/2025	12/31/2025		12/31/2025	693.00
9375 - WEX Health INC (Chard, Snyder & Associates)	123125daily	12-City URM	Paid by EFT # 70236		01/02/2026	01/02/2026	01/02/2026		01/02/2026	338.33
9375 - WEX Health INC (Chard, Snyder & Associates)	010126daily	12-City/Util URM	Paid by EFT # 70238		01/02/2026	01/02/2026	01/02/2026		01/02/2026	937.39
9375 - WEX Health INC (Chard, Snyder & Associates)	010226daily	12-City/Util URM	Paid by EFT # 70239		01/05/2026	01/05/2026	01/05/2026		01/05/2026	14.40



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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)	010326daily	12-City URM	Paid by EFT # 70240		01/05/2026	01/05/2026	01/05/2026		01/05/2026	232.65
9375 - WEX Health INC (Chard, Snyder & Associates)	010426daily	12-City URM	Paid by EFT # 70241		01/05/2026	01/05/2026	01/05/2026		01/05/2026	93.91
9375 - WEX Health INC (Chard, Snyder & Associates)	010526daily	12-City URM	Paid by EFT # 70244		01/06/2026	01/06/2026	01/06/2026		01/06/2026	90.71
9375 - WEX Health INC (Chard, Snyder & Associates)	010626daily	12-City URM	Paid by EFT # 70245		01/07/2026	01/07/2026	01/07/2026		01/07/2026	448.74
9375 - WEX Health INC (Chard, Snyder & Associates)	010726daily	12-City URM	Edit		01/08/2026	01/08/2026	01/08/2026			662.78
9375 - WEX Health INC (Chard, Snyder & Associates)	010826daily	12-City/Util URM	Edit		01/09/2026	01/09/2026	01/09/2026			262.42
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals									Invoice Transactions 14	\$4,120.43
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	122425CheckReg	12-City/Util FSA DDC- 12/24/2025	Paid by EFT # 70227		12/24/2025	12/24/2025	12/24/2025		12/24/2025	606.40
9375 - WEX Health INC (Chard, Snyder & Associates)	123125ChkReg	12-City/Util DDC 12-31-25	Paid by EFT # 70237		01/02/2026	01/02/2026	01/02/2026		01/02/2026	1,214.34
9375 - WEX Health INC (Chard, Snyder & Associates)	010626ChkReg	12-City DDC - 01/06/26	Paid by EFT # 70242		01/06/2026	01/06/2026	01/06/2026		01/06/2026	1,295.87
9375 - WEX Health INC (Chard, Snyder & Associates)	010926ChkReg	12-City DDC - 01/09/26	Edit		01/09/2026	01/09/2026	01/09/2026			192.25
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals									Invoice Transactions 4	\$3,308.86
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util										
9375 - WEX Health INC (Chard, Snyder & Associates)	122925daily	12-Util URM	Paid by EFT # 70231		12/30/2025	12/30/2025	12/30/2025		12/30/2025	60.00
9375 - WEX Health INC (Chard, Snyder & Associates)	010126daily	12-City/Util URM	Paid by EFT # 70238		01/02/2026	01/02/2026	01/02/2026		01/02/2026	1.56
9375 - WEX Health INC (Chard, Snyder & Associates)	010226daily	12-City/Util URM	Paid by EFT # 70239		01/05/2026	01/05/2026	01/05/2026		01/05/2026	22.24
9375 - WEX Health INC (Chard, Snyder & Associates)	010826daily	12-City/Util URM	Edit		01/09/2026	01/09/2026	01/09/2026			20.49
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals									Invoice Transactions 4	\$104.29
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util										
9375 - WEX Health INC (Chard, Snyder & Associates)	123125ChkReg	12-City/Util DDC 12-31-25	Paid by EFT # 70237		01/02/2026	01/02/2026	01/02/2026		01/02/2026	454.50
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals									Invoice Transactions 1	\$454.50
Account 53990.1283 - Other Services and Charges Health Savings Account										
9375 - WEX Health INC (Chard, Snyder & Associates)	122425Payroll	12-HSA EE Contributions 12-24-2025	Paid by EFT # 70225		12/24/2025	12/24/2025	12/24/2025		12/24/2025	30,669.99



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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 53990.1283 - Other Services and Charges Health Savings Account										
9375 - WEX Health INC (Chard, Snyder & Associates)	010826	Payroll 12-HSA Employee Contributions 01/08/26	Edit		01/08/2026	01/08/2026	01/08/2026			38,911.57
Account 53990.1283 - Other Services and Charges Health Savings Account Totals								Invoice Transactions	2	\$69,581.56
Program 120000 - Main Totals								Invoice Transactions	26	\$78,988.14
Department 12 - Human Resources Totals								Invoice Transactions	26	\$78,988.14
Fund 7008 - Insurance Voluntary Trust Totals								Invoice Transactions	26	\$78,988.14
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	70184	17-monthly pest control-11/18/2025	Paid by EFT # 70272		01/06/2026	01/06/2026	01/16/2026		01/16/2026	95.00
Account 53140 - Exterminator Services Totals								Invoice Transactions	1	\$95.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872897487801225	06-cell phone chgs 11/12/25-12/11/25-Inv. 287289748780X12192025	Paid by Check # 81033		01/07/2026	01/07/2026	01/07/2026		01/07/2026	38.76
13969 - AT&T Mobility II, LLC	2873273216181225	06-Unlim'td LTE Laptp/Hotsp 11/12-12/11/25-287327321618X12192025	Edit		01/14/2026	01/14/2026	01/14/2026			29.24
Account 53210 - Telephone Totals								Invoice Transactions	2	\$68.00
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	301077648	17-BMV-title fee for Unit #280	Paid by Check # 81047		01/06/2026	01/06/2026	01/16/2026		01/16/2026	15.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$15.00
Program 170000 - Main Totals								Invoice Transactions	4	\$178.00
Department 17 - Fleet Maintenance Totals								Invoice Transactions	4	\$178.00
Fund 7702 - Fleet Maintenance Totals								Invoice Transactions	4	\$178.00



Board of Public Works Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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 53160 - Instruction										
4504 - American National Red Cross	23067314	10- 9 Adult First Aid/CPR/AED Course 10.20.2025	Paid by EFT # 70254		01/06/2026	01/06/2026	01/16/2026		01/16/2026	360.00
Account 53160 - Instruction Totals							Invoice Transactions	1		\$360.00
Program 100000 - Main Totals							Invoice Transactions	1		\$360.00
Department 10 - Legal Totals							Invoice Transactions	1		\$360.00
Fund 7704 - Self-Insurance Totals							Invoice Transactions	1		\$360.00
Grand Totals							Invoice Transactions	210		\$3,842,378.28