

Board of Public Works Meeting

February 24, 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:** Noise Appeal – 2038 N. Walnut 310-A
- **Citation Number:** 42787
- **Representative(s):** Enedina Kassamarian, Assistant City Attorney
- **Date:** February 25, 2025
- **Re:** Appeal of Noise Violation under Title 14 of the BMC
- **Location:** 2038 N. Walnut APT 310-A, Ave. Bloomington, IN 47404

Attachments:

- 1. Noise Citation issued on 01/29/2026**
- 2. Request of Appeal**
- 3. Notice of Meeting**

Report:

On January 29, 2026, at or around 10:55 P.M., Noise Citation 42787 was issued to Tyler Body at 2038 N. Walnut St. Apt. 310-A, Bloomington, IN 47404 by Bloomington Police Officer Jon Hoffmeister . Officer Hoffmeister described seeing the call come through dispatch where it was pending for fifteen minutes. Officer Hoffmeister then approached the Apartment building where he started to walk up a set of stairs, as he approached the Apt. 310-A he could hear loud music. Officer Hoffmeister then knocked on the door, and Mr. Tyler Body answered. Mr. Body verbally informed the officer that it was his place of residence. As Officer Hoffmeister spoke with Mr. Body, Officer Tillett arrived on scene. With that information from Mr. Body, Officer Hoffmeister accompanied by Officer Tillett, issued a citation to Mr. Body.

On January 30, 2026, Tyler Body requested an appeal.

- A Notice of Meeting was sent to Tyler Body that the appeal would be heard at the February 25th, 2026 Board of Public Works Meeting.
- BMC §14.09.010, states “It is declared to be the public policy of the city to prohibit unreasonable, unnecessary, excessive and offensive noise from all sources subject to its police power. Above certain levels noise is detrimental to the health, welfare, safety, comfort, and repose of the citizenry and in the public interest shall be systematically regulated and proscribed by the city.” BMC § 14.09.030 makes it unlawful “for any person to cause or make any unreasonable noise or to allow any unreasonable noise to be caused or made in or on any real or personal property occupied or controlled by that person..”
- Under our facts, in the written Appeal Mr.. Body makes the argument that he was not given a warning but does not deny the noise was emanating from his residence. Under the BMC, a warning is not required.

- Unreasonable noise did occur at Mr. Body's property in violation of BMC § 14.09.030 and it was pending for more than 15 minutes, by his failure to control the volume of the music and or noise at his gathering a complaint was called into Bloomington Dispatch.
- The citation was properly issued to Tyler Body (the "Occupant"), the occupant lived at the Property as was confirmed by his own statement to BPD officer Hoffmeister when questioned. The noise in question that was created on the property did not fall within any enumerated exemption under BMC § 14.09.040. The citation should be upheld pursuant to the above listed facts

Staff Recommendation:

BPD recommends that the citation be upheld based on the following.



Appeal of Noise Citation to the Board of Public Works

City of Bloomington

Department of Public Works

401 North Morton Street, Suite 120

Phone (812)349-3410 3400

Email: Public.Works@Bloomington.IN.gov

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

Name: Tyler Body

Phone Number 317-397-1992

Citation Number: 42787

Date on Noise Citation: January 29, 2026

(Located in the top right hand corner of the citation)

Local Address:

2038 N. Walnut St., 310-A
Bloomington, IN
47404

Permanent Address:

10566 Dark Star Drive
Indianapolis, IN
46234

Today's Date: January 30, 2026

Reason for Appeal: See attached letter

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of January 30, 2026
When the Board of Public Works will consider my appeal.

[Signature]

Signature

January 30, 2026

Date

For use by Public Works:

Date Appeal Received: January 30, 2026

Received By: Mianda Kae Beaver

Date Appeal Forwarded to Legal Department: February 3, 2026

to: Enedina & Audrey

Subject: Appeal of Noise Ordinance Citation No. 42787

To Whom It May Concern,

I am writing to formally deny responsibility and appeal the noise ordinance citation issued to our residence on January 29, 2026, at approximately 10:55 p.m.

This citation came as a surprise, as we have never received a prior noise complaint or ordinance violation. On the night in question, we were not given any warning or notice from the police prior to the citation being issued. We take being respectful neighbors seriously and consistently try to keep noise at a reasonable level.

On the evening in question, there was a small pregame gathering of approximately ten people at our residence earlier in the night. This was not a party, and the gathering was scheduled to end around 11:00 p.m. Music was kept at a moderate volume, and the gathering was actively winding down at the time the officer arrived.

To ensure we were not impacting others, we spoke directly with our downstairs neighbors, who would reasonably be the most affected if excessive noise or vibration were present. They confirmed that they were not disturbed and did not perceive our unit to be loud at any point that evening. Any unreasonable noise would have been most noticeable directly below us, and this was not the case.

Our household has no prior history of noise complaints or ordinance violations. We do not regularly host large gatherings, and our occupancy has been consistently quiet. If reviewed, building security footage from January 1, 2026 to the present would reflect this pattern.

We also note that no warning was given prior to the citation being issued. While we understand that a warning may not be required under the ordinance, the absence of any prior notice or history contributed to our concern regarding the citation.

We strive to be considerate members of the community and would have immediately addressed any concern had we been made aware of it. Given the limited nature of the gathering, the fact that it was ending at the time of the citation, the absence of corroborating disturbance from adjacent neighbors, our clean record, and the lack of any prior warnings, we respectfully request that this citation be reconsidered and dismissed.

Thank you for your time and consideration.

Sincerely,
Tyler Body
2038 N Walnut St., Apt. 310
Bloomington, IN 47404
317-397-1992
tkbody@iu.edu



COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 42787

1326-05874
The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

Day of Week Thurs	Day 27	Month 01	Year 2026	Time 22:55
Last Name BODY			First Tyler	MI R
Street Address 2038 N Walnut St 310				D.O.B.
City Bloomington			State IN	Zip Code 47401
Sex M	Race D	SSN/OLN 9370-50-0707		
DID COMMIT THE FOLLOWING OFFENSE:				
OR				
Excessive Loud Noise				
☒ Residence		☐ Vehicle		
Contrary to the BMC § 14.09.030				
at 2038 N Walnut 310, Bloomington, IN.				
Officer's Signature 				I.D. No. 1456
City of Bloomington, Indiana				
Date 1/29/26				
Signature <u>Refused</u>				
Your signature is not an admission of guilt.				
SEE OTHER SIDE FOR ADDITIONAL INFORMATION				

Staff Report

To: Board of Public Works

From: Sean Hampton, HAND and Taylor Brown, Assistant City Attorney

Date: February 24, 2026

Re: Notice(s) of Violation at 530 N. Grant Street, Bloomington, Indiana

Attachments:

1. Notice(s) of Violation Issued on January 29, 2026
2. Photograph(s) of the property
3. National Oceanic and Atmospheric Administration (NOAA) Data for January Snowfall
4. GIS Property Report Card

Facts:

1. BMC § 6.07.010(a) makes it the duty of “every owner of any premises abutting a sidewalk in all parts of the city to remove, or cause to be removed, all snow and ice from the sidewalk to allow safe and reasonable travel on said sidewalk within twenty-four hours after snow or ice has ceased to fall or in any way accumulate.”
2. BMC § 6.07.010(b) specifies the minimum clear width of the path for the downtown snow removal area (defined in BMC § 6.07.010(c)) “shall be the lesser of fifty-four inches or the full-paved width of the sidewalk.” The remainder of the City shall have a minimum clear width of thirty-six inches.
3. According to the NOAA National Weather Service, Bloomington experienced snow on January 25 and 26, 2026. No new snow occurred after that time.
4. On January 29, 2026, a HAND Neighborhood Compliance Officer inspected the property located at 530 N. Grant Street, Bloomington, Indiana (the “Property”) and issued a Notice of Violation for failure to remove snow and ice in violation of BMC § 6.07.010 (the “NOV CODET62026-01-5135”).
5. The NOVs were issued to Powder Monkey LLC (the “Owner”), the owner of the Property.
6. The NOVs followed all notice, service, and content requirements laid out in BMC § 6.07.020(b).

Status of the Property:

Due to the increased temperature, the snow and ice have melted and the sidewalks are clear.

Staff Recommendation:

Staff recommends that the Notices of Violation be upheld, and the appeal brought by the Owner be denied.

Feb 2, 2026

To Board of Public Works:

We are writing to request a waiver for the snow removal citation issued for the tenants and the property at 530 N Grant. We understand and support the city's initiative to keep the city sidewalks safe and accessible; however, the extreme circumstance of this winter storm made compliance within the standard timeframe physically and logistically impossible for residents, property managers, the city, the county, the state and Indiana University..

We are requesting grace based on the following factors:

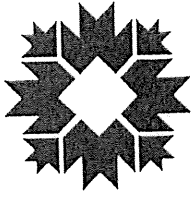
1. Bloomington has not been subjected to a snowfall of this magnitude in many years. The sheer volume of snow vastly exceeded our typical snow equipment and physical labor capabilities within 24 hours, despite sending out contractors beginning on Sunday, and Monday in an attempt to address the snowfall.
2. During the period in question, the city was under a restricted travel advisory. Organizations with far greater resources than ourselves were all hands on deck and still required more time to clear roads and sidewalks under their jurisdiction. The tenants at the property asked to borrow shovels, with many local stores being sold out of them, but were unable to get their vehicles out under the travel advisory and due to the amount of snow and in some cases the snow being plowed from the road. One of our outside contractors had 2 of their 3 trucks break down, forcing them to drive to Greenwood for parts and repairs. Another operator had problems with cylinders. Even IU had trouble with their newer equipment.
3. At the time the citation was issued, many city streets and sidewalks remained unplowed or only partially cleared. If the city's heavy machinery was unable to navigate the conditions, it is unreasonable to expect a private citizen to have cleared the public-facing sidewalk to a higher standard in the same timeframe. To this day, several city streets and sidewalks have restricted lanes due to snow not being properly cleared.
4. We have since addressed the issue with our residents and the property.

We take pride in maintaining our property as a safe environment. However, given the circumstances where even municipal and state efforts were hampered, we believe the citation is harsh. We are requesting that this be reduced to a warning considering the unusual circumstances of the amount of snow received.

Thank you for your time and consideration.

Sincerely,
Powder Monkey LLC

RECEIVED
Date 02/02/2026 @ 4:30 pm
AS



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

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

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

Case #: CODET62026-01-5135
Date Opened: 1/29/2026
Inspector:



Notice of Violation

530 N Grant ST
Bloomington IN 47408
53-05-33-303-015.000-005

Owner
Powder Monkey LLC
940 N Walnut ST
Bloomington IN 47408

Violation(s):

6.07.010 - Snow and ice removal

BMC 6.07.010 Requires every owner of premises abutting a sidewalk in the city to remove, or cause to be removed, snow and ice from the abutting sidewalk to allow safe and reasonable travel on the sidewalk. Snow and ice must be removed within 24 hours after snow or ice has ceased to fall or in any way accumulate. The minimum clear width shall be 36 inches in all zones except in the downtown snow zone, where the clear width shall be 54 inches.

1st Violation \$50.00
Corrective Action:

1. This Notice must be paid within 10 business days from date of issuance to avoid being turned over to the City's Legal Department. A copy of this Notice must be returned with payment.
You may pay in person or mail payment to the address listed above. This notice must be returned with payment. All fines listed above may be contested in the Monroe County Circuit Courts.
2. This Notice may be appealed by filing a written appeal with the Board of Public Works within 7 days of the issuance. A copy of the Notice must accompany the appeal. Appeals may be mailed, or may be filed during regular business hours at the Department of Public Works, City Hall, 401 N. Morton Street Bloomington, IN 47404. Appeals will be heard at the first meeting of the Board of Public Works following submission of a properly filed appeal. Persons appealing the Notice are entitled to attend the meeting of the Board of Public Works, but are not required to do so.
3. If the property owner fails to pay any accumulated fines, the city legal department may collect said fines in any manner authorized by law.



1.28.29

5:29pm

1.28.26

5:39 PM



1.29.26 5:49 pm
15th Street

Fueling detected
Reset mi now?

No

Yes

69 mi
19

1229.3 mi
28°F

30

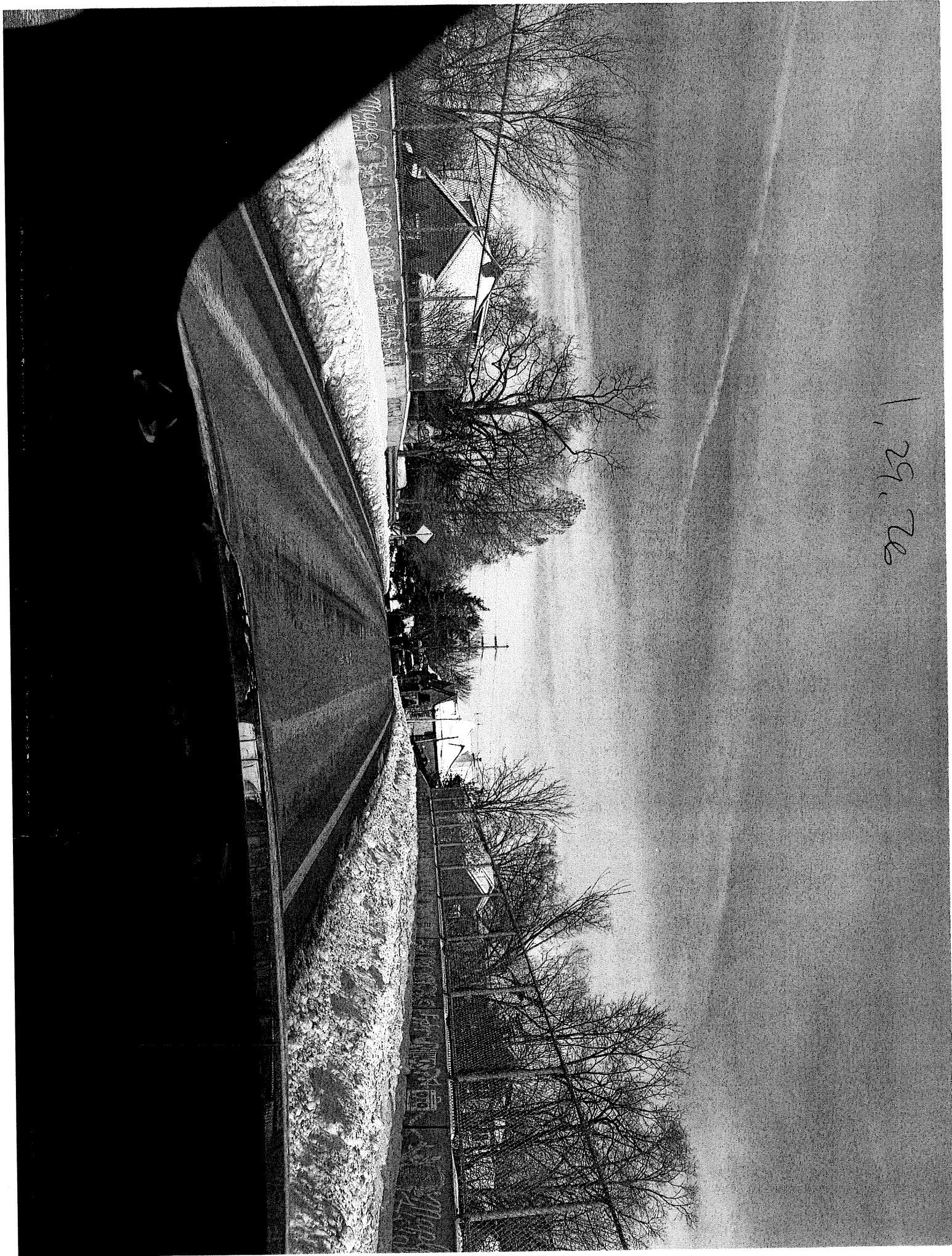
30 mph

VIEW

FRONT

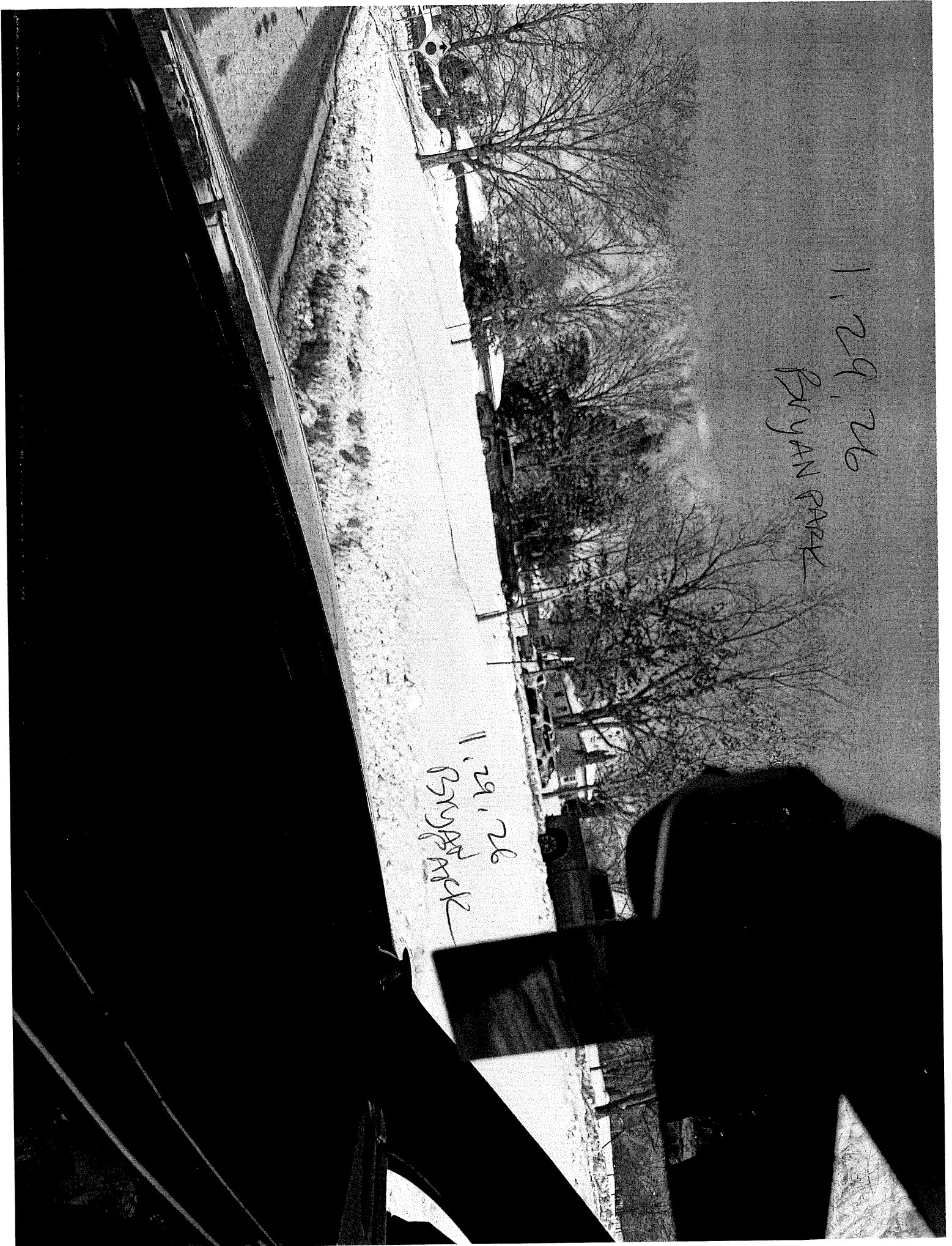
HI
LO
AUTO
OFF

1.29.76



1.29.26
BRYAN PARK

1.29.26
BRYAN PARK

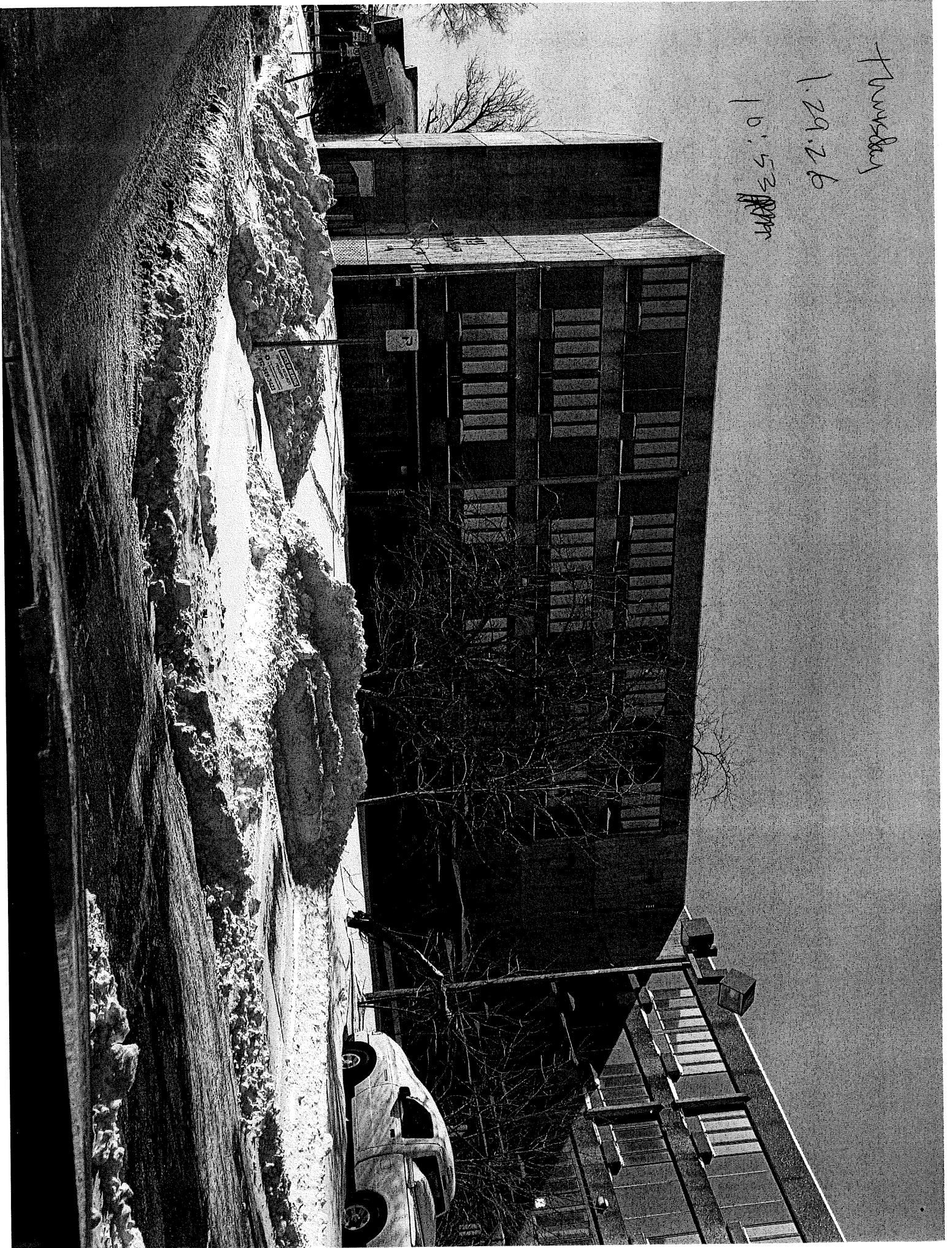




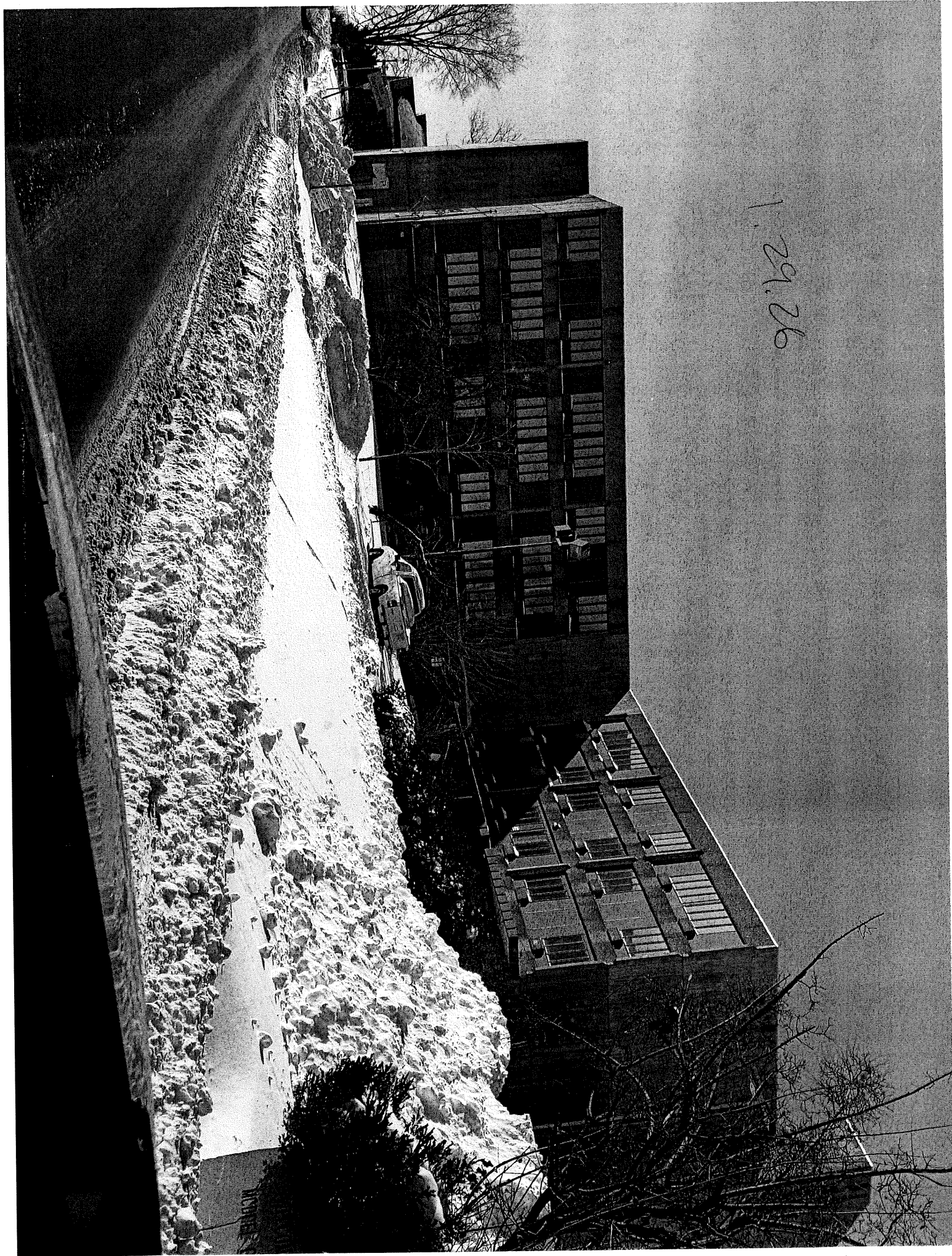
Thursday

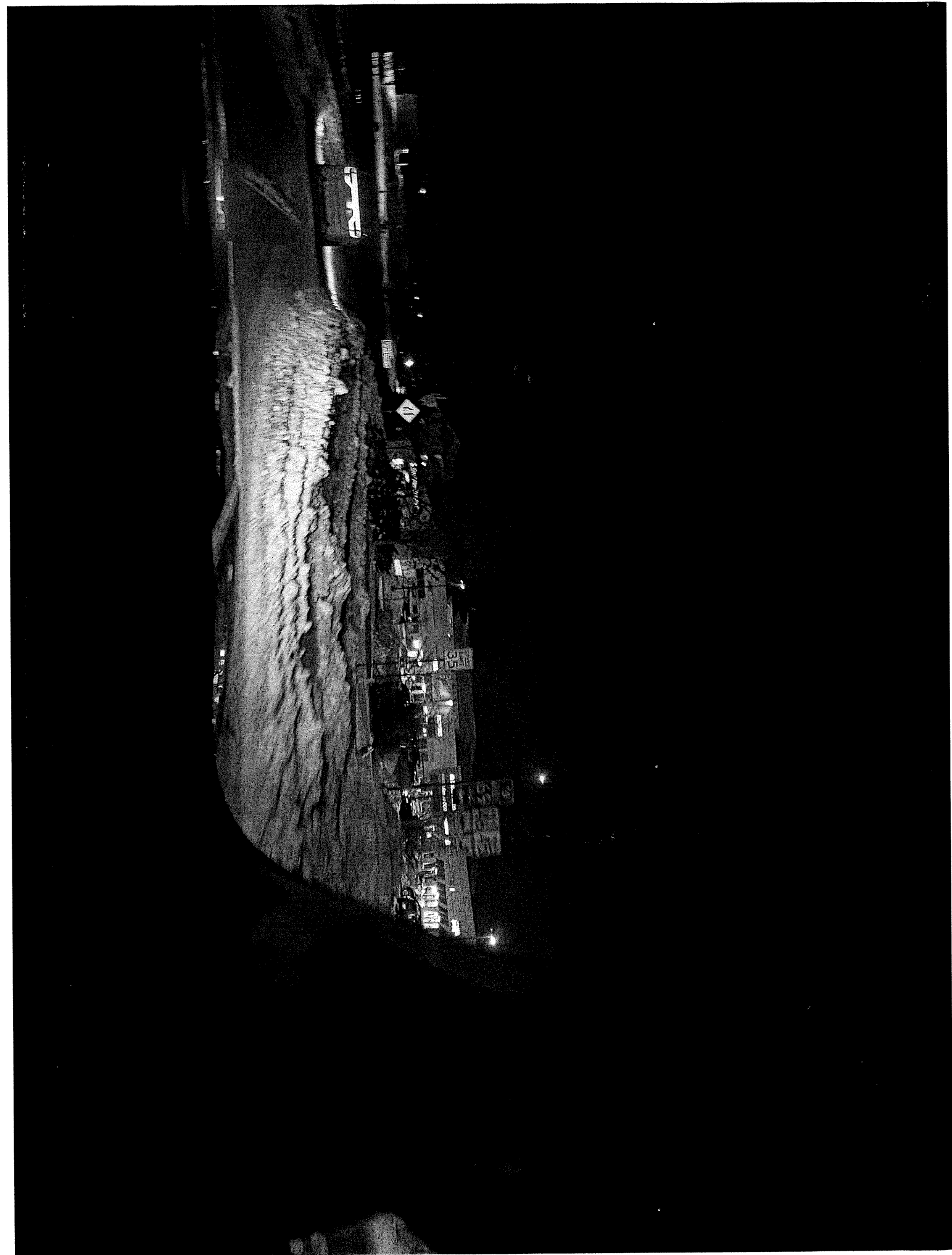
1.29.26

10:53 AM



1. 29. 26







City Streets
1.28.26
7:58 pm



Powder Monkey, LLC
940 N. Walnut St.
Birmingham, AL
47404

Department of Public Works
401 N. Water Street

Rec'd
9-2-26
11:30pm
DS

53-05-33-303-015.000-005

General Information

Parcel Number
53-05-33-303-015.000-005

Local Parcel Number
013-21670-00

Tax ID:

Routing Number
33.43 -0010.000

Property Class 419 RENTAL
Other Commercial Housing

Year: 2025

Location Information

County
Monroe

Township
BLOOMINGTON TOWNSHIP

District 005 (Local 005)
BLOOMINGTON CITY-BLOOMING

School Corp 5740
MONROE COUNTY COMMUNITY

Neighborhood 53005059-005
1310 Trending 2006 - A

Section/Plat

Location Address (1)
530 N Grant ST
Bloomington, IN 47408-3615

Zoning

Subdivision

Lot

Market Model
419 - Other Commercial Housing

Characteristics

Topography Flood Hazard
Level ☐

Public Utilities ERA
All ☐

Streets or Roads TIF
Paved, Sidewalk ☐

Neighborhood Life Cycle Stage
Other

Printed Wednesday, April 30, 2025

Review Group 2022

Powder Monkey LLC

Ownership

Powder Monkey LLC
940 N Walnut St
Bloomington, IN 47404

Legal

YOUNGS PT LOT 11



Valuation Records (Work In Progress values are not certified values and are subject to change)

2025	Assessment Year	2025	2024	2023	2022	2021
WIP	Reason For Change	AA	AA	AA	AA	AA
03/06/2025	As Of Date	04/12/2025	04/12/2024	04/06/2023	04/08/2022	03/19/2021
Other (external)	Valuation Method	Other (external)	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	☐	☐	☐	☐	☐
\$72,200	Land	\$72,200	\$72,200	\$69,400	\$69,400	\$47,700
\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
\$72,200	Land Non Res (2)	\$72,200	\$72,200	\$69,400	\$69,400	\$47,700
\$0	Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$394,900	Improvement	\$394,900	\$394,900	\$154,600	\$138,700	\$121,300
\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
\$394,900	Imp Non Res (2)	\$394,900	\$394,900	\$154,600	\$138,700	\$121,300
\$0	Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$467,100	Total	\$467,100	\$467,100	\$224,000	\$208,100	\$169,000
\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
\$467,100	Total Non Res (2)	\$467,100	\$467,100	\$224,000	\$208,100	\$169,000
\$0	Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Land Data (Standard Depth: Res 100', CI 100' Base Lot: Res 53' X 96', CI 53' X 96')

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
9	A		0	0.0590	2.94	\$416,000	\$1,223,040	\$72,159	0%	1.0000	0.00	100.00	0.00	\$72,160

530 N Grant ST

Transfer of Ownership

Date	Owner	Doc ID	Code	Book/Page	Adj Sale Price	V/I
01/26/2022	Powder Monkey LLC	2022001659	TD	/	\$250,000	V
12/12/2012	Elkins, Barry Trust		WD	/		I
03/30/1989	ELKINS, BARRY K.	0	MI	1989/1974		I
06/10/1986	KRUEGER, JOHN R	0	MI	1986/1509		I
05/16/1986	SEARS, MARY JOAN	0	MI	1986/1508		I
01/01/1900	HUBER, GREGORY L	0	MI	1900/18733		I

Commercial

Valuation Records (Work In Progress values are not certified values and are subject to change)

2025	Assessment Year	2025	2024	2023	2022	2021
WIP	Reason For Change	AA	AA	AA	AA	AA
03/06/2025	As Of Date	04/12/2025	04/12/2024	04/06/2023	04/08/2022	03/19/2021
Other (external)	Valuation Method	Other (external)	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	☐	☐	☐	☐	☐
\$72,200	Land	\$72,200	\$72,200	\$69,400	\$69,400	\$47,700
\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
\$72,200	Land Non Res (2)	\$72,200	\$72,200	\$69,400	\$69,400	\$47,700
\$0	Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$394,900	Improvement	\$394,900	\$394,900	\$154,600	\$138,700	\$121,300
\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
\$394,900	Imp Non Res (2)	\$394,900	\$394,900	\$154,600	\$138,700	\$121,300
\$0	Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$467,100	Total	\$467,100	\$467,100	\$224,000	\$208,100	\$169,000
\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
\$467,100	Total Non Res (2)	\$467,100	\$467,100	\$224,000	\$208,100	\$169,000
\$0	Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Land Data (Standard Depth: Res 100', CI 100' Base Lot: Res 53' X 96', CI 53' X 96')

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
9	A		0	0.0590	2.94	\$416,000	\$1,223,040	\$72,159	0%	1.0000	0.00	100.00	0.00	\$72,160

419, Other Commercial Housing

1310 Trending 2006 - A/53 1/2

Notes

2/11/2025 2025-- TRENDING: 25/26 CHGS TO NBHD DUE TO TRENDING 2/11/2025 SJ/SJ

2/23/2024 2024--TRENDING: 24/25 CHNGD NBHD DUE TO TRENDING 2/23/24 JC,SJ

12/22/2023 2024--NEW CONSTRUCTION: 24/25 - CHANGED SFR EFF YR FROM 1999 TO 2015, MRKT FCTR FROM 1.0 TO 1.47, ADDED 3 BTHRMS & 3 XTRA FXTRS, ADDED 4TH & 5TH BDRMS, ADDED 26X26 1sFr (3rd floor), ADDED A/C, 12/15/2023, JF/JT

2/24/2023 2023--TRENDING: 23/24---CHANGES TO NBHD DUE TO TRENDING. 02/24/23 LB/SJ

2/2/2022 2022--TRENDING: 22/23---CHANGES TO NBHD DUE TO TRENDING. 02/02/22 KS/SJ

1/28/2022 2022---SALES DISCLOSURE: VALID, TRUSTEE'S DEED, \$250,000, SDF #45252, 1/26/22, JH

10/19/2021 2022-FIELD REVIEW: 22/23--- CHANGED EFF YR FROM 1991 TO 1999, REMOVE 20% OBSOL. 07/22/21 KS/SJ

1/26/2021 2021--TRENDING: 21/22---CHANGES TO NBHD DUE TO TRENDING. 01/26/21 KS/SJ

2/1/2019 2019---TRENDING: 19/20---CHANGES TO NBHD DUE TO TRENDING. 02/01/19 KS/SJ

9/21/2018 2019--REVAL: 19/20----CHANGED LAND FROM FF TO A. 09/21/18 SJ

8/24/2016 2017--FIELD REVIEW: 17/PAY18 - CHG'D FRAMING FROM BRICK TO STONE JF/JH

Land Computations

Calculated Acreage	0.06
Actual Frontage	0
Developer Discount	☐
Parcel Acreage	0.06
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.06
91/92 Acres	0.00
Total Acres Farmland	0.00
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$72,200
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$0
CAP 2 Value	\$72,200
CAP 3 Value	\$0
Total Value	\$72,200

Data Source N/A

Collector 07/22/2021 KS

Appraiser 10/19/2021 SJ

53-05-33-303-015.000-005

General Information

Occupancy Single-Family
Description Single-Family R 01
Story Height 3
Style N/A
Finished Area 2028 sqft
Make

Floor Finish

☐ Earth ☒ Tile
☐ Slab ☒ Carpet
☒ Sub & Joist ☐ Unfinished
☐ Wood ☐ Other
☐ Parquet

Wall Finish

☒ Plaster/Drywall ☒ Unfinished
☐ Paneling ☐ Other
☐ Fiberboard

Roofing

☐ Built-Up ☐ Metal ☒ Asphalt ☐ Slate ☐ Tile
☐ Wood Shingle ☐ Other

Exterior Features

Description	Area	Value
Patio, Concrete	40	\$400

Powder Monkey LLC

Plumbing

	#	TF
Full Bath	5	15
Half Bath	0	0
Kitchen Sinks	1	1
Water Heaters	1	1
Add Fixtures	3	3
Total	10	20

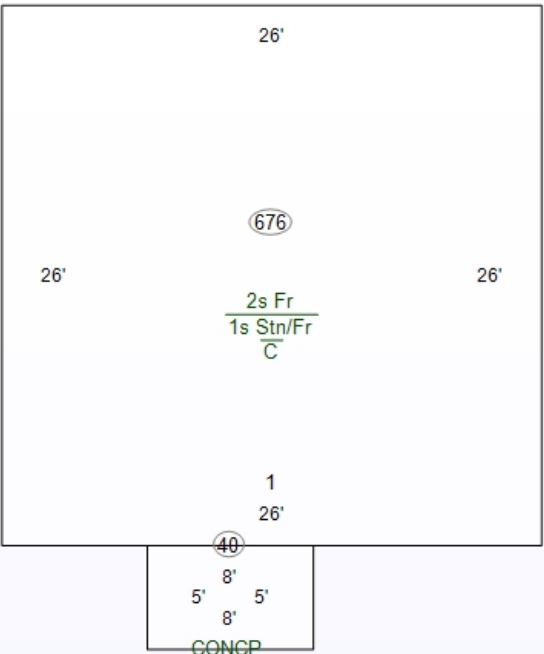
Accommodations

Bedrooms	5
Living Rooms	0
Dining Rooms	0
Family Rooms	0
Total Rooms	7

Heat Type

Central Warm Air

530 N Grant ST



Specialty Plumbing

Description	Count	Value
-------------	-------	-------

419, Other Commercial Housing

1310 Trending 2006 - A/53

2/2

Cost Ladder

Floor	Constr	Base	Finish	Value	Totals
1	92	676	676	\$81,600	
2	1Fr	676	676	\$41,700	
3	1Fr	676	676	\$41,700	
4					
1/4					
1/2					
3/4					
Attic					
Bsmt					
Crawl		676	0	\$6,500	
Slab					

	Total Base	\$171,500
--	------------	-----------

Adjustments	1 Row Type Adj. x 1.00	\$171,500
-------------	------------------------	-----------

Unfin Int (-)		\$0
---------------	--	-----

Ex Liv Units (+)		\$0
------------------	--	-----

Rec Room (+)		\$0
--------------	--	-----

Loft (+)		\$0
----------	--	-----

Fireplace (+)		\$0
---------------	--	-----

No Heating (-)		\$0
----------------	--	-----

A/C (+)	1:676 2:676 3:676	\$7,600
---------	-------------------	---------

No Elec (-)		\$0
-------------	--	-----

Plumbing (+ / -)	20 - 5 = 15 x \$800	\$12,000
------------------	---------------------	----------

Spec Plumb (+)		\$0
----------------	--	-----

Elevator (+)		\$0
--------------	--	-----

	Sub-Total, One Unit	\$191,100
--	---------------------	-----------

	Sub-Total, 1 Units	
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Exterior Features (+)	\$400	\$191,500
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Garages (+) 0 sqft	\$0	\$191,500
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Quality and Design Factor (Grade)	0.95	
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Location Multiplier	0.91	
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	Replacement Cost	\$165,552
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Summary of Improvements

Description	Story Height	Constr Type	Grade	Year Built	Eff Year	Eff Co Age nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Cap 1	Cap 2	Cap 3	Improv Value
1: Single-Family R 01	3	1/6 Maso	C-1	1991	2015	10 A		0.91		2,028 sqft	\$165,552	9%	\$150,650	0%	100%	1.7400	1.470	0.00	100.00	0.00	\$385,300

Climatological Data for BLOOMINGTON INDIANA UNIV, IN - January 2026

Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2026-01-01	37	28	32.5	2.5	32	0	0.00	0.0	0
2026-01-02	38	26	32.0	2.2	33	0	0.00	0.0	0
2026-01-03	36	25	30.5	0.8	34	0	0.00	0.0	0
2026-01-04	36	23	29.5	0.0	35	0	0.00	0.0	0
2026-01-05	39	24	31.5	2.1	33	0	0.00	0.0	0
2026-01-06	53	34	43.5	14.3	21	0	0.00	0.0	0
2026-01-07	53	37	45.0	15.9	20	0	0.00	0.0	0
2026-01-08	56	34	45.0	16.0	20	0	0.00	0.0	0
2026-01-09	66	42	54.0	25.1	11	0	0.47	0.0	0
2026-01-10	62	39	50.5	21.7	14	0	0.00	0.0	0
2026-01-11	44	24	34.0	5.3	31	0	0.10	0.0	0
2026-01-12	29	22	25.5	-3.1	39	0	0.00	0.0	0
2026-01-13	46	23	34.5	6.0	30	0	0.00	0.0	0
2026-01-14	53	36	44.5	16.0	20	0	0.10	0.0	0
2026-01-15	44	15	29.5	1.1	35	0	0.10	0.2	1
2026-01-16	27	14	20.5	-7.9	44	0	0.01	0.1	1
2026-01-17	36	25	30.5	2.2	34	0	0.00	0.0	0
2026-01-18	27	10	18.5	-9.8	46	0	0.05	0.3	1
2026-01-19	26	10	18.0	-10.3	47	0	0.00	0.0	0
2026-01-20	18	8	13.0	-15.3	52	0	0.00	0.0	0
2026-01-21	29	8	18.5	-9.8	46	0	0.00	0.0	0
2026-01-22	44	25	34.5	6.1	30	0	0.00	0.0	0
2026-01-23	33	13	23.0	-5.4	42	0	0.00	0.0	0
2026-01-24	13	3	8.0	-20.4	57	0	0.00	0.0	0
2026-01-25	11	5	8.0	-20.5	57	0	1.05	10.2	10
2026-01-26	13	5	9.0	-19.6	56	0	0.78	2.0	12
2026-01-27	13	1	7.0	-21.7	58	0	0.00	0.0	11
2026-01-28	24	2	13.0	-15.8	52	0	0.00	0.0	10
2026-01-29	19	2	10.5	-18.4	54	0	0.00	0.0	9
2026-01-30	21	1	11.0	-18.0	54	0	0.00	0.0	8
2026-01-31	23	0	11.5	-17.7	53	0	0.00	0.0	8
Sum	1069	564	-	-	1190	0	2.66	12.8	-
Average	34.5	18.2	26.3	-2.5	-	-	-	-	2.3
Normal	37.0	20.6	28.8	-	1122	0	3.78	7.1	-

Observations for each day cover the 24 hours ending
at the time given below (Local Standard Time).

Max Temperature : 7am

Min Temperature : 7am

Precipitation : 7am

Snowfall : 7am

Snow Depth : 7am





Powder Monkey, LLC
940 N. Walnut Street
Bloomington, Indiana 47408

Dear Powder Monkey, LLC,

The Board of Public Works received your appeal request on February 2, 2026 to appeal the Notice of Violation Number CODET62026-01-5135 at 530 N. Grant Street.

The Board of Public Works will hear your appeal on February 24, 2026 at 5:30 pm at the Regular Session of the Board of Public Works in the City Hall Council Chambers (Room 115). City Hall is located at 401 North Morton Street, Bloomington, Indiana 47404. If you have any questions regarding the violation, please contact the City of Bloomington Housing and Neighborhood Development at 812-349-3420. If you have any questions regarding the appeal process for the Board of Public Works Meeting, please reach out to the Board of Public Works Liaison at public.works@bloomington.in.gov, or 812-349-3410.

Sincerely,

(Miranda Beaver)
Board of Public Works Liaison
Department of Public Works

CC: Legal
HAND
File

Staff Report

To: Board of Public Works

From: Sean Hampton, HAND and Taylor Brown, Assistant City Attorney

Date: February 24, 2026

Re: Notice(s) of Violation at 801 W. Howe St, Bloomington, Indiana

Attachments:

1. Notice(s) of Violation Issued on February 2, 2026
2. Photograph(s) of the property
3. National Oceanic and Atmospheric Administration (NOAA) Data for January and February Snowfall
4. GIS Property Report Card

Facts:

1. BMC § 6.07.010(a) makes it the duty of “every owner of any premises abutting a sidewalk in all parts of the city to remove, or cause to be removed, all snow and ice from the sidewalk to allow safe and reasonable travel on said sidewalk within twenty-four hours after snow or ice has ceased to fall or in any way accumulate.”
2. BMC § 6.07.010(b) specifies the minimum clear width of the path for the downtown snow removal area (defined in BMC § 6.07.010(c)) “shall be the lesser of fifty-four inches or the full-paved width of the sidewalk.” The remainder of the City shall have a minimum clear width of thirty-six inches.
3. According to the NOAA National Weather Service, Bloomington experienced snow on January 25 and 26, 2026. No new snow occurred after that time.
4. On February 2, 2026, a HAND Neighborhood Compliance Officer inspected the property located at 801 W. Howe St, Bloomington, Indiana (the “Property”) and issued a Notice of Violation for failure to remove snow and ice in violation of BMC § 6.07.010 (the “NOV CODET62026-02-5228”).
5. The NOVs were issued to Greer & Tessa Newton (the “Owner”), the owner of the Property.
6. The NOVs followed all notice, service, and content requirements laid out in BMC § 6.07.020(b).

Status of the Property:

Due to the increased temperature, the snow and ice have melted and the sidewalks are clear.

Staff Recommendation:

Staff recommends that the Notices of Violation be upheld, and the appeal brought by the Owner be denied.

Snow Appeal 

Appeal of Snow Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410 3400
Email: Public.Works@Bloomington.IN.gov

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

Name: Greer & Tessa Newton Phone Number 3176528182

Citation Number: None Date on Snow Citation: 2/2/26

(Located in the top right hand corner of the citation)

Local Address:
801 W Howe St
Bloomington, IN 47403

Permanent Address:
801 W Howe St
Bloomington, IN 47403

Today's Date: 2/5/26

Reason for Appeal:

City snow removal left extraordinary amount of snow off Maple Street
onto our property. We had a professional with snowblower who was
unable to clear the unusually high amount of snow pushed onto that
sidewalk. We would very much appreciate your voiding the fine
on our behalf. Thank you.

(You may continue on another page if necessary)

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

greer newton
Signature

2/5/26
Date

For use by Public Works:

Date Appeal Received: _____ Received By: _____
Date Appeal Forwarded to Legal Department: _____

53-08-05-112-016.000-009

General Information

Parcel Number
53-08-05-112-016.000-009

Local Parcel Number
015-27080-00

Tax ID:

Routing Number
05.23 -0021.000

Property Class 510
1 Family Dwell - Platted Lot

Year: 2025

Location Information

County
Monroe

Township
PERRY TOWNSHIP

District 009 (Local 009)
BLOOMINGTON CITY-PERRY TO

School Corp 5740
MONROE COUNTY COMMUNITY

Neighborhood 53009158-009
1515 Trending 2006 - A

Section/Plat

Location Address (1)
801 W Howe ST
Bloomington, IN 47403-2234

Zoning

Subdivision

Lot

Market Model
N/A

Characteristics

Topography Flood Hazard
Level ☐

Public Utilities ERA
All ☐

Streets or Roads TIF
Paved, Sidewalk ☐

Neighborhood Life Cycle Stage
Other

Printed Thursday, May 1, 2025

Review Group 2024

Newton, Tessa R & Greer H

Ownership

Newton, Tessa R & Greer H
801 W Howe St
Bloomington, IN 47403

Legal

HIGHLAND N1/2 LOT 8



Valuation Records (Work In Progress values are not certified values and are subject to change)

2025	Assessment Year	2025	2024	2023	2022	2021
WIP	Reason For Change	AA	AA	AA	AA	AA
01/22/2025	As Of Date	04/12/2025	04/12/2024	04/06/2023	04/08/2022	03/19/2021
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	☐	☐	☐	☐	☐
\$48,800	Land	\$48,800	\$48,800	\$44,800	\$38,900	\$35,500
\$48,800	Land Res (1)	\$48,800	\$48,800	\$44,800	\$38,900	\$35,500
\$0	Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$0	Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$162,100	Improvement	\$162,100	\$172,700	\$156,900	\$141,100	\$114,400
\$162,100	Imp Res (1)	\$162,100	\$172,700	\$156,900	\$141,100	\$114,400
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$210,900	Total	\$210,900	\$221,500	\$201,700	\$180,000	\$149,900
\$210,900	Total Res (1)	\$210,900	\$221,500	\$201,700	\$180,000	\$149,900
\$0	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$0	Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Land Data (Standard Depth: Res 120', CI 120' Base Lot: Res 56' X 118', CI 56' X 118')

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
9	A		0	0.0830	2.76	\$213,100	\$588,156	\$48,817	0%	1.0000	100.00	0.00	0.00	\$48,820

801 W Howe ST

Transfer of Ownership

Date	Owner	Doc ID	Code	Book/Page	Adj Sale Price	V/I
06/03/2015	Newton, Tessa R & Gr		WD	/	\$150,000	V
01/29/2013	Lockhart, Dane Z & Re		WD	/	\$130,000	V
03/03/2008	HUDSON, ROBERT W		QC	1/1		I
11/19/2007	HUDSON, ROBERT W	AFFID TRAN	MISC	1/1		I
08/24/1998	HUDSON, LOIS L	0	SR	1998/5202		I
01/01/1900	HUDSON, ROBERT W	0	MI	1900/28204		I

Res

Valuation Records (Work In Progress values are not certified values and are subject to change)

2025	Assessment Year	2025	2024	2023	2022	2021
WIP	Reason For Change	AA	AA	AA	AA	AA
01/22/2025	As Of Date	04/12/2025	04/12/2024	04/06/2023	04/08/2022	03/19/2021
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	☐	☐	☐	☐	☐
\$48,800	Land	\$48,800	\$48,800	\$44,800	\$38,900	\$35,500
\$48,800	Land Res (1)	\$48,800	\$48,800	\$44,800	\$38,900	\$35,500
\$0	Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$0	Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$162,100	Improvement	\$162,100	\$172,700	\$156,900	\$141,100	\$114,400
\$162,100	Imp Res (1)	\$162,100	\$172,700	\$156,900	\$141,100	\$114,400
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$210,900	Total	\$210,900	\$221,500	\$201,700	\$180,000	\$149,900
\$210,900	Total Res (1)	\$210,900	\$221,500	\$201,700	\$180,000	\$149,900
\$0	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$0	Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Land Data (Standard Depth: Res 120', CI 120' Base Lot: Res 56' X 118', CI 56' X 118')

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
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510, 1 Family Dwell - Platted Lot

Transfer of Ownership

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11/19/2007	HUDSON, ROBERT W	AFFID TRAN	MISC	1/1		I
08/24/1998	HUDSON, LOIS L	0	SR	1998/5202		I
01/01/1900	HUDSON, ROBERT W	0	MI	1900/28204		I

Res

Valuation Records (Work In Progress values are not certified values and are subject to change)

2025	Assessment Year	2025	2024	2023	2022	2021
WIP	Reason For Change	AA	AA	AA	AA	AA
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1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	☐	☐	☐	☐	☐
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\$162,100	Imp Res (1)	\$162,100	\$172,700	\$156,900	\$141,100	\$114,400
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
\$210,900	Total	\$210,900	\$221,500	\$201,700	\$180,000	\$149,900
\$210,900	Total Res (1)	\$210,900	\$221,500	\$201,700	\$180,000	\$149,900
\$0	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$0	Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Land Data (Standard Depth: Res 120', CI 120' Base Lot: Res 56' X 118', CI 56' X 118')

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
9	A		0	0.0830	2.76	\$213,100	\$588,156	\$48,817	0%	1.0000	100.00	0.00	0.00	\$48,820

1515 Trending 2006 - A/53 1/2

Notes

2/10/2025 2025-- TRENDING: 25/26 CHGS TO NBHD DUE TO TRENDING 2/10/2025 SJ/SL

2/23/2024 2024--TRENDING: 24/25-- CHANGES TO NBHD DUE TO TRENDING, 02/23/24, AV

8/30/2023 2024--FIELD REVIEW: 24/25 NO CHANGE, 5/11/23, JDS/CM

2/22/2023 2023--TRENDING: 2023/2024-CHANGES TO NBHD DUE TO TRENDING. 2/22/23 ND/LB

2/3/2021 2021--TRENDING: 21/22---CHANGES TO NBHD DUE TO TRENDING. 02/03/21 KS/SJ

2/7/2020 2020---TRENDING: 20/21 CHANGES TO NEIGHBORHOOD DUE TO TRENDING. 02/07/20 JC, SJ, KS.

11/26/2019 LAND REVIEW: 20/PAY21 - LAND CHANGE DUE TO MARKET REVIEW OF AREA. JH 11/26/19

9/24/2019 2020-- FIELD REVIEW: 20/21--- NO CHANGE. 09/03/19 KS/SJ

9/24/2018 2019--REVAL: 19/20---CHANGED LAND FROM FF TO A. 09/24/18 SJ

2/20/2018 2018 TRENDING: 18/19 - Changed NBHD factor due to trending. 2-20-18 KS/SJ

11/23/2015 2016--FIELD REVIEW: 16/17 REASSESSMENT- ADDED BASEMENT BELOW EFP. JF/JM 11/23/2015

6/17/2015 2015-SALES DISCLOSURE: VALID, WD,\$150K, SDF 2414016 6/1/2015. AF

Land Computations

Calculated Acreage 0.08

Actual Frontage 0

Developer Discount ☐

Parcel Acreage 0.08

81 Legal Drain NV 0.00

82 Public Roads NV 0.00

83 UT Towers NV 0.00

9 Homesite 0.08

91/92 Acres 0.00

Total Acres Farmland 0.00

Farmland Value \$0

Measured Acreage 0.00

Avg Farmland Value/Acre 0.0

Value of Farmland \$0

Classified Total \$0

Farm / Classified Value \$0

Homesite(s) Value \$48,800

91/92 Value \$0

Supp. Page Land Value

CAP 1 Value \$48,800

CAP 2 Value \$0

CAP 3 Value \$0

Total Value \$48,800

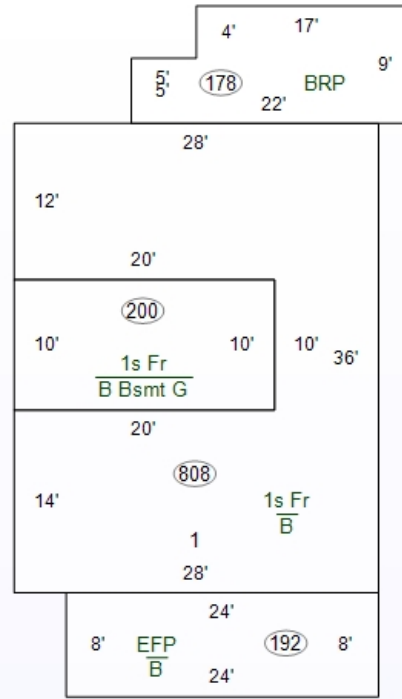
Data Source N/A

Collector 05/11/2023 JDS

Appraiser 08/29/2023 CM

2/2

Exterior Features		
Description	Area	Value
Porch, Enclosed Frame	192	\$13,800
Patio, Brick	178	\$3,100



Cost Ladder					
Floor	Constr	Base	Finish	Value	Totals
1	1Fr	1008	1008	\$105,300	
2					
3					
4					
1/4					
1/2					
3/4					
Attic					
Bsmt		1200	0	\$39,200	
Crawl					
Slab					
				Total Base	\$144,500
Adjustments		1 Row Type Adj. x 1.00			\$144,500
Unfin Int (-)					\$0
Ex Liv Units (+)					\$0
Rec Room (+)					\$0
Loft (+)					\$0
Fireplace (+)					\$0
No Heating (-)					\$0
A/C (+)				1:1008	\$3,800
No Elec (-)					\$0
Plumbing (+ / -)			5 – 5 = 0	x \$0	\$0
Spec Plumb (+)					\$0
Elevator (+)					\$0
		Sub-Total, One Unit			\$148,300
		Sub-Total, 1 Units			
Exterior Features (+)				\$16,900	\$165,200
Garages (+) 200 sqft				\$3,500	\$168,700
	Quality and Design Factor (Grade)				0.95
	Location Multiplier				0.91
	Replacement Cost				\$145,841

\$162,100

Climatological Data for BLOOMINGTON INDIANA UNIV, IN - January 2026

Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2026-01-01	37	28	32.5	2.5	32	0	0.00	0.0	0
2026-01-02	38	26	32.0	2.2	33	0	0.00	0.0	0
2026-01-03	36	25	30.5	0.8	34	0	0.00	0.0	0
2026-01-04	36	23	29.5	0.0	35	0	0.00	0.0	0
2026-01-05	39	24	31.5	2.1	33	0	0.00	0.0	0
2026-01-06	53	34	43.5	14.3	21	0	0.00	0.0	0
2026-01-07	53	37	45.0	15.9	20	0	0.00	0.0	0
2026-01-08	56	34	45.0	16.0	20	0	0.00	0.0	0
2026-01-09	66	42	54.0	25.1	11	0	0.47	0.0	0
2026-01-10	62	39	50.5	21.7	14	0	0.00	0.0	0
2026-01-11	44	24	34.0	5.3	31	0	0.10	0.0	0
2026-01-12	29	22	25.5	-3.1	39	0	0.00	0.0	0
2026-01-13	46	23	34.5	6.0	30	0	0.00	0.0	0
2026-01-14	53	36	44.5	16.0	20	0	0.10	0.0	0
2026-01-15	44	15	29.5	1.1	35	0	0.10	0.2	1
2026-01-16	27	14	20.5	-7.9	44	0	0.01	0.1	1
2026-01-17	36	25	30.5	2.2	34	0	0.00	0.0	0
2026-01-18	27	10	18.5	-9.8	46	0	0.05	0.3	1
2026-01-19	26	10	18.0	-10.3	47	0	0.00	0.0	0
2026-01-20	18	8	13.0	-15.3	52	0	0.00	0.0	0
2026-01-21	29	8	18.5	-9.8	46	0	0.00	0.0	0
2026-01-22	44	25	34.5	6.1	30	0	0.00	0.0	0
2026-01-23	33	13	23.0	-5.4	42	0	0.00	0.0	0
2026-01-24	13	3	8.0	-20.4	57	0	0.00	0.0	0
2026-01-25	11	5	8.0	-20.5	57	0	1.05	10.2	10
2026-01-26	13	5	9.0	-19.6	56	0	0.78	2.0	12
2026-01-27	13	1	7.0	-21.7	58	0	0.00	0.0	11
2026-01-28	24	2	13.0	-15.8	52	0	0.00	0.0	10
2026-01-29	19	2	10.5	-18.4	54	0	0.00	0.0	9
2026-01-30	21	1	11.0	-18.0	54	0	0.00	0.0	8
2026-01-31	23	0	11.5	-17.7	53	0	0.00	0.0	8
Sum	1069	564	-	-	1190	0	2.66	12.8	-
Average	34.5	18.2	26.3	-2.5	-	-	-	-	2.3
Normal	37.0	20.6	28.8	-	1122	0	3.78	7.1	-

Observations for each day cover the 24 hours ending
at the time given below (Local Standard Time).

Max Temperature : 7am

Min Temperature : 7am

Precipitation : 7am

Snowfall : 7am

Snow Depth : 7am

Climatological Data for BLOOMINGTON INDIANA UNIV, IN - February 2026

Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2026-02-01	23	0	11.5	-17.8	53	0	0.00	0.0	7
2026-02-02	27	4	15.5	-14.0	49	0	0.00	0.0	6
2026-02-03	30	22	26.0	-3.6	39	0	0.00	0.0	5
2026-02-04	33	12	22.5	-7.3	42	0	0.00	0.0	5
2026-02-05	28	14	21.0	-9.0	44	0	0.00	0.0	4
2026-02-06	26	14	20.0	-10.2	45	0	0.00	0.0	3
2026-02-07	37	18	27.5	-2.9	37	0	0.00	0.0	4
2026-02-08	29	16	22.5	-8.2	42	0	0.00	0.0	3
2026-02-09	29	19	24.0	-6.9	41	0	0.00	0.0	3
2026-02-10	44	23	33.5	2.3	31	0	0.00	0.0	3
2026-02-11	59	28	43.5	12.1	21	0	0.00	0.0	0
2026-02-12	46	28	37.0	5.3	28	0	0.00	0.0	0
2026-02-13	48	28	38.0	6.1	27	0	0.00	0.0	0
2026-02-14	46	28	37.0	4.8	28	0	0.00	0.0	0
2026-02-15	49	34	41.5	9.0	23	0	0.87	0.0	0
2026-02-16	52	32	42.0	9.2	23	0	0.02	0.0	0
2026-02-17	59	31	45.0	11.9	20	0	0.00	0.0	0
2026-02-18	57	44	50.5	17.1	14	0	0.00	0.0	0
2026-02-19	M	M	M	M	M	M	M	M	M
2026-02-20	M	M	M	M	M	M	M	M	M
2026-02-21	M	M	M	M	M	M	M	M	M
2026-02-22	M	M	M	M	M	M	M	M	M
2026-02-23	M	M	M	M	M	M	M	M	M
2026-02-24	M	M	M	M	M	M	M	M	M
2026-02-25	M	M	M	M	M	M	M	M	M
2026-02-26	M	M	M	M	M	M	M	M	M
2026-02-27	M	M	M	M	M	M	M	M	M
2026-02-28	M	M	M	M	M	M	M	M	M
Sum	722	395	-	-	607	0	0.89	0.0	-
Average	40.1	21.9	31.0	-0.1	-	-	-	-	2.4
Normal	40.3	22.0	31.1	-	609	0	1.86	2.9	-

Above Normals represent the month through 2026-02-18.

Observations for each day cover the 24 hours ending at the time given below (Local Standard Time).

Max Temperature : 7am

Min Temperature : 7am

Precipitation : 7am

Snowfall : 7am

Snow Depth : 7am





Staff Report

To: Board of Public Works

From: Rob Council, HAND and Taylor Brown, Assistant City Attorney

Date: February 24, 2026

Re: Notice(s) of Violation at 2811-2817 E. 3rd Street, Bloomington, Indiana

Attachments:

1. Notice(s) of Violation Issued on February 2, 2026
2. Photograph(s) of the property
3. National Oceanic and Atmospheric Administration (NOAA) Data for January and February Snowfall
4. GIS Property Report Card

Facts:

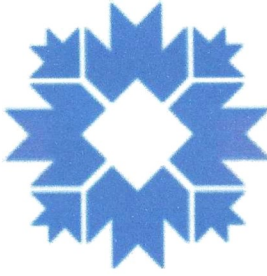
1. BMC § 6.07.010(a) makes it the duty of “every owner of any premises abutting a sidewalk in all parts of the city to remove, or cause to be removed, all snow and ice from the sidewalk to allow safe and reasonable travel on said sidewalk within twenty-four hours after snow or ice has ceased to fall or in any way accumulate.”
2. BMC § 6.07.010(b) specifies the minimum clear width of the path for the downtown snow removal area (defined in BMC § 6.07.010(c)) “shall be the lesser of fifty-four inches or the full-paved width of the sidewalk.” The remainder of the City shall have a minimum clear width of thirty-six inches.
3. According to the NOAA National Weather Service, Bloomington experienced snow on January 25 and 26, 2026. No new snow occurred after that time.
4. On February 2, 2026, a HAND Neighborhood Compliance Officer inspected the property located at 2811-2817 E. 3rd Street, Bloomington, Indiana (the “Property”) and issued a Notice of Violation for failure to remove snow and ice in violation of BMC § 6.07.010 (the “NOV CODET62026-02-5222”).
5. The NOVs were issued to Bloomington Investment Partners LLC (the “Owner”), the owner of the Property.
6. The NOVs followed all notice, service, and content requirements laid out in BMC § 6.07.020(b).

Status of the Property:

Due to the increased temperature, the snow and ice have melted and the sidewalks are clear.

Staff Recommendation:

Staff recommends that the Notices of Violation be upheld, and the appeal brought by the Owner be denied.



Appeal of Snow Citation to the Board of Public Works

City of Bloomington

Department of Public Works

401 North Morton Street, Suite 120

Phone (812)349-3410

Email: Public.Works@Bloomington.IN.gov

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

Name: Bloomington Investment Partners Phone Number _____

Citation Number: CODET 62026-02-4C Date on Snow Citation: 2/2/2026
(Located in the top right hand corner of the citation) 5222

Local Address:

2811-2817 EAST Third St
Bloomington, IN 47408

Permanent Address:

4334 Glenoxale - Milford Rd
Cincinnati, OH 45242

Today's Date: 2/6/2026

Reason for Appeal: Received notice of citation on 2/5/26 by mail.
ON Friday, January 30th we received a call from owner
of Chili's parcel about this citation. We immediately had
our snow removal vendor clear the sidewalks.
The snow issue was caused from city clearing the
streets - therefore blocking the sidewalks. We
responded immediately upon notice of the issue -
(You may continue on another page if necessary)

On this day, I submitted my completed appeal of snow citation and received the date of 2/6/26
When the Board of Public Works will consider my appeal.

Joanna Munroe
Signature

2/6/26
Date

For use by Public Works:

Date Appeal Received: _____ Received By: _____

Date Appeal Forwarded to Legal Department: _____



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

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

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

Case #: CODET62026-02-5222
Date Opened: 2/2/2026
Inspector: 207



Notice of Violation

2811 E 3rd ST
Bloomington IN 47401
53-05-35-300-042.000-005

Owner

Bloomington Investment Partners LLC
4334 Glendale-Milford Rd
Cincinnati OH 45242

Violation(s):

6.07.010 - Snow and ice removal

BMC 6.07.010 Requires every owner of premises abutting a sidewalk in the city to remove, or cause to be removed, snow and ice from the abutting sidewalk to allow safe and reasonable travel on the sidewalk. Snow and ice must be removed within 24 hours after snow or ice has ceased to fall or in any way accumulate. The minimum clear width shall be 36 inches in all zones except in the downtown snow zone, where the clear width shall be 54 inches.

1st Violation \$50.00

Corrective Action:

1. This Notice must be paid within 10 business days from date of issuance to avoid being turned over to the City's Legal Department. A copy of this Notice must be returned with payment.
You may pay in person or mail payment to the address listed above. This notice must be returned with payment. All fines listed above may be contested in the Monroe County Circuit Courts.
2. This Notice may be appealed by filing a written appeal with the Board of Public Works within 7 days of the issuance. A copy of the Notice must accompany the appeal. Appeals may be mailed, or may be filed during regular business hours at the Department of Public Works, City Hall, 401 N. Morton Street Bloomington, IN 47404. Appeals will be heard at the first meeting of the Board of Public Works following submission of a properly filed appeal. Persons appealing the Notice are entitled to attend the meeting of the Board of Public Works, but are not required to do so.
3. If the property owner fails to pay any accumulated fines, the city legal department may collect said fines in any manner authorized by law.

RECEIVED
FEB 05 2026
BJD

53-05-35-300-042.000-005

General Information

Parcel Number
53-05-35-300-042.000-005

Local Parcel Number
013-11530-05

Tax ID:

Routing Number
35.40 -0046.010

Property Class 425
Neighborhood Shopping Center

Year: 2025

Location Information

County
Monroe

Township
BLOOMINGTON TOWNSHIP

District 005 (Local 005)
BLOOMINGTON CITY-BLOOMING

School Corp 5740
MONROE COUNTY COMMUNITY

Neighborhood 53005086-005
48 BC - COLLEGE MALL AREA - C

Section/Plat
35

Location Address (4)
2811 E 3rd ST
Bloomington, IN 47401-5434

Zoning

Subdivision

Lot

Market Model
425 - Neighborhood Shoping Center

Characteristics

Topography
Level

Flood Hazard
Level

Public Utilities
All

ERA

Streets or Roads
Paved

TIF

Neighborhood Life Cycle Stage
Other

Printed Thursday, May 1, 2025

Review Group 2022

Bloomington Investment Partner

Ownership

Bloomington Investment Partners LLC
4334 Glendale-Milford Road
Cincinnati, OH 45242

Legal

PT S1/2 SW 35-9-1W 5.375A



Valuation Records (Work In Progress values are not certified values and are subject to change)

2025	Assessment Year	2025	2024	2023	2022	2021
WIP	Reason For Change	AA	AA	AA	AA	AA
01/31/2025	As Of Date	04/12/2025	04/12/2024	04/06/2023	04/08/2022	03/19/2021
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	☐	☐	☐	☐	☐
\$3,265,300	Land	\$3,265,300	\$3,265,300	\$3,011,300	\$3,011,300	\$3,011,300
\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$3,265,300	Land Non Res (3)	\$3,265,300	\$3,265,300	\$3,011,300	\$3,011,300	\$3,011,300
\$3,075,600	Improvement	\$3,075,600	\$2,382,900	\$2,499,400	\$2,581,800	\$2,323,000
\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$3,075,600	Imp Non Res (3)	\$3,075,600	\$2,382,900	\$2,499,400	\$2,581,800	\$2,323,000
\$6,340,900	Total	\$6,340,900	\$5,648,200	\$5,510,700	\$5,593,100	\$5,334,300
\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$6,340,900	Total Non Res (3)	\$6,340,900	\$5,648,200	\$5,510,700	\$5,593,100	\$5,334,300

Land Data (Standard Depth: Res 100', CI 100' Base Lot: Res 0' X 0', CI 0' X 0')

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
11	A		0	5.3750	1.00	\$675,000	\$675,000	\$3,628,125	-10%	1.0000	0.00	0.00	100.00	\$3,265,310

2811 E 3rd ST

Transfer of Ownership

Date	Owner	Doc ID	Code	Book/Page	Adj Sale Price	V/I
11/27/2019	Bloomington Investme	2019017523	LD	/	\$5,500,000	I
01/01/1900	Namron LLC	0	MI	1900/17593		I
01/01/1900	UNKNOWN		WD	/		I

Commercial

425, Neighborhood Shopping Center

48 BC - COLLEGE MALL A 1/4

Notes

3/22/2024 2024--TRENDING: 24/25 CHANGED FAST FOOD RESTAURANT EFF YR FROM 1995 TO 2001, CHNAGED LAND INFL FROM -17% TO -10%. 3/22/2024, JT/SJ

7/24/2023 GENERAL INFORMATION: 23/24 CHANGED LOCATION ADDRESS FROM 2813 E 3RD ST TO 2811 E 3RD ST PER LOCATION ADDRESS COMPARISON REPORT. 7/24/23. MM

11/1/2021 2022-FIELD REVIEW: 22/23---- NO CHANGE. 10/15/21 KS/SJ

6/22/2020 INFORMAL: 20/21---CHANGED LAND INFL FROM -7% TO -17%. 06/22/20 KS/SJ

3/4/2020 2020---TRENDING: 20/21---BLDG 01---CHANGED GRADE FROM C+2 TO C, MRKT FACTOR FROM 1.28 TO 1.00. 03/04/20 KS/SJ

12/5/2019 2019--SALES DISCLOSURE: VALID, LLC WD, \$5,500,000, SDF# 8097549, 11/21/2019, DW

10/25/2019 2020--NEW CONSTRUCTION: 20/21---CHANGED EFF YR OF C/I BLDG FROM 1995 TO 2005. ADDED ADDITION. CHANGED 24,382 SQ FT TO SUPERMARKET USAGE. ADDED 2800 SQ FT PAVING, 28X32 TRKWELL. 10/10/19 KS/SJ

12/21/2016 2017--TRENDING: Changed market value on C/I building C01 from 1.1 to 1.28 12-21-16 KS/BA

9/14/2016 2017--FIELD REVIEW: 17/18 no change per ks 7/22/16 tp

12/14/2012 2013 - NEW CONSTRUCTION:

Land Computations

Calculated Acreage	5.38
Actual Frontage	0
Developer Discount	☐
Parcel Acreage	5.38
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	5.38
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$3,265,300
Total Value	\$3,265,300

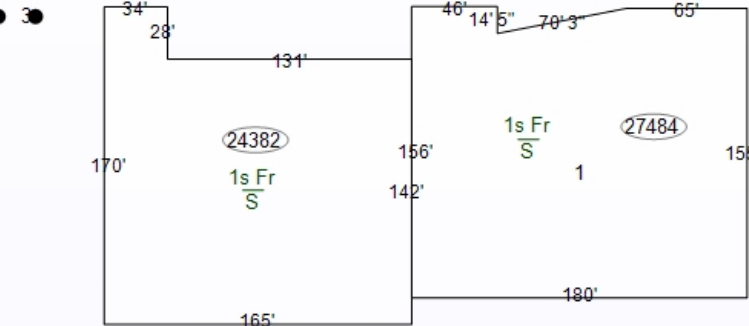
General Information				
Occupancy	C/I Building	Pre. Use	Neighborhood Shop	
Description	C/I Building C 01	Pre. Framing	Fire Resistant	
Story Height	1	Pre. Finish	Finished Open	
Type	N/A	# of Units	0	
	SB	B	1	U

Wall Type	1: 1(944'),2(157')			
Heating	51866 sqft			
A/C	51866 sqft			
Sprinkler	51866 sqft			

Plumbing RES/CI				Roofing		
#	TF	#	TF	☐ Built Up	☐ Tile	☐ Metal
Full Bath	0	0	0	☐ Wood	☐ Asphalt	☐ Slate
Half Bath	0	0	0	☐ Other		
Kitchen Sinks	0		0			
Water Heaters	0		0			
Add Fixtures	0	0	22	22	☐ Low Prof	☐ Ext Sheat
Total	0	0	22	22	☐ SteelGP	☐ AluSR
					☐ HGSR	☐ PPS
					☐ Sand Pnl	

Exterior Features		
Description	Area	Value

Special Features		Other Plumbing	
Description	Value	Description	Value
DF, TW/R 120' 2800sqft	\$58,130	3 x Ref Wat Cooler	\$3900



Floor/Use Computations		
Pricing Key	GCM	GCM
Use	NBHSHP	SUPMRK
Use Area	27484 sqft	24382 sqft
Area Not in Use	0 sqft	0 sqft
Use %	53.0%	47.0%
Eff Perimeter	1101'	1101'
PAR	2	2
# of Units / AC	0	0
Avg Unit sz dpth	-1	0
Floor	1	1
Wall Height	20'	20'
Base Rate	\$72.24	\$76.81
Frame Adj	\$0.00	\$0.00
Wall Height Adj	\$4.93	\$4.93
Dock Floor	\$0.00	\$0.00
Roof Deck	\$0.00	\$0.00
Adj Base Rate	\$77.17	\$81.74
BPA Factor	1.00	1.00
Sub Total (rate)	\$77.17	\$81.74
Interior Finish	\$0.00	\$0.00
Partitions	\$0.00	\$0.00
Heating	\$0.00	\$0.00
A/C	\$0.00	\$0.00
Sprinkler	\$2.75	\$2.75
Lighting	\$0.00	\$0.00
Unit Finish/SR	\$0.00	\$0.00
GCK Adj.	\$0.00	\$0.00
S.F. Price	\$79.92	\$84.49
Sub-Total		
Unit Cost	\$0.00	\$0.00
Elevated Floor	\$0.00	\$0.00
Total (Use)	\$2,196,531	\$2,060,009

Building Computations				
Sub-Total (all floors)		\$4,256,539	Garages	\$0
Racquetball/Squash		\$0	Fireplaces	\$0
Theater Balcony		\$0	Sub-Total (building)	\$4,353,769
Plumbing		\$35,200	Quality (Grade)	\$1
Other Plumbing		\$3,900	Location Multiplier	0.91
Special Features		\$58,130	Repl. Cost New	\$3,961,930
Exterior Features		\$0		

Summary of Improvements																						
Description	Story Height	Constr Type	Grade	Year Built	Eff Year	Eff Co Age	nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Cap 1	Cap 2	Cap 3	Improv Value
1: C/I Building C 01	1	Wood Fr	C	1995	2005	20	A		0.91		51,866 sqft	\$3,961,930	37%	\$2,496,020	0%	100%	1.0000	1.000	0.00	0.00	100.00	\$2,496,000
2: Paving C 01	1	Asphalt	C	1995	1995	30	A	\$2.24	0.91	\$2.04	95,200 sqft	\$194,056	80%	\$38,810	0%	100%	1.0000	1.000	0.00	0.00	100.00	\$38,800
3: Paving C 01	1	Asphalt	C	1995	1995	30	A	\$2.24	0.91	\$2.04	95,200 sqft	\$194,056	80%	\$38,810	0%	100%	1.0000	1.000	0.00	0.00	100.00	\$38,800

Climatological Data for BLOOMINGTON INDIANA UNIV, IN - January 2026

Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2026-01-01	37	28	32.5	2.5	32	0	0.00	0.0	0
2026-01-02	38	26	32.0	2.2	33	0	0.00	0.0	0
2026-01-03	36	25	30.5	0.8	34	0	0.00	0.0	0
2026-01-04	36	23	29.5	0.0	35	0	0.00	0.0	0
2026-01-05	39	24	31.5	2.1	33	0	0.00	0.0	0
2026-01-06	53	34	43.5	14.3	21	0	0.00	0.0	0
2026-01-07	53	37	45.0	15.9	20	0	0.00	0.0	0
2026-01-08	56	34	45.0	16.0	20	0	0.00	0.0	0
2026-01-09	66	42	54.0	25.1	11	0	0.47	0.0	0
2026-01-10	62	39	50.5	21.7	14	0	0.00	0.0	0
2026-01-11	44	24	34.0	5.3	31	0	0.10	0.0	0
2026-01-12	29	22	25.5	-3.1	39	0	0.00	0.0	0
2026-01-13	46	23	34.5	6.0	30	0	0.00	0.0	0
2026-01-14	53	36	44.5	16.0	20	0	0.10	0.0	0
2026-01-15	44	15	29.5	1.1	35	0	0.10	0.2	1
2026-01-16	27	14	20.5	-7.9	44	0	0.01	0.1	1
2026-01-17	36	25	30.5	2.2	34	0	0.00	0.0	0
2026-01-18	27	10	18.5	-9.8	46	0	0.05	0.3	1
2026-01-19	26	10	18.0	-10.3	47	0	0.00	0.0	0
2026-01-20	18	8	13.0	-15.3	52	0	0.00	0.0	0
2026-01-21	29	8	18.5	-9.8	46	0	0.00	0.0	0
2026-01-22	44	25	34.5	6.1	30	0	0.00	0.0	0
2026-01-23	33	13	23.0	-5.4	42	0	0.00	0.0	0
2026-01-24	13	3	8.0	-20.4	57	0	0.00	0.0	0
2026-01-25	11	5	8.0	-20.5	57	0	1.05	10.2	10
2026-01-26	13	5	9.0	-19.6	56	0	0.78	2.0	12
2026-01-27	13	1	7.0	-21.7	58	0	0.00	0.0	11
2026-01-28	24	2	13.0	-15.8	52	0	0.00	0.0	10
2026-01-29	19	2	10.5	-18.4	54	0	0.00	0.0	9
2026-01-30	21	1	11.0	-18.0	54	0	0.00	0.0	8
2026-01-31	23	0	11.5	-17.7	53	0	0.00	0.0	8
Sum	1069	564	-	-	1190	0	2.66	12.8	-
Average	34.5	18.2	26.3	-2.5	-	-	-	-	2.3
Normal	37.0	20.6	28.8	-	1122	0	3.78	7.1	-

Observations for each day cover the 24 hours ending
at the time given below (Local Standard Time).

Max Temperature : 7am

Min Temperature : 7am

Precipitation : 7am

Snowfall : 7am

Snow Depth : 7am

Climatological Data for BLOOMINGTON INDIANA UNIV, IN - February 2026

Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
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2026-02-02	27	4	15.5	-14.0	49	0	0.00	0.0	6
2026-02-03	30	22	26.0	-3.6	39	0	0.00	0.0	5
2026-02-04	33	12	22.5	-7.3	42	0	0.00	0.0	5
2026-02-05	28	14	21.0	-9.0	44	0	0.00	0.0	4
2026-02-06	26	14	20.0	-10.2	45	0	0.00	0.0	3
2026-02-07	37	18	27.5	-2.9	37	0	0.00	0.0	4
2026-02-08	29	16	22.5	-8.2	42	0	0.00	0.0	3
2026-02-09	29	19	24.0	-6.9	41	0	0.00	0.0	3
2026-02-10	44	23	33.5	2.3	31	0	0.00	0.0	3
2026-02-11	59	28	43.5	12.1	21	0	0.00	0.0	0
2026-02-12	46	28	37.0	5.3	28	0	0.00	0.0	0
2026-02-13	48	28	38.0	6.1	27	0	0.00	0.0	0
2026-02-14	46	28	37.0	4.8	28	0	0.00	0.0	0
2026-02-15	49	34	41.5	9.0	23	0	0.87	0.0	0
2026-02-16	52	32	42.0	9.2	23	0	0.02	0.0	0
2026-02-17	59	31	45.0	11.9	20	0	0.00	0.0	0
2026-02-18	57	44	50.5	17.1	14	0	0.00	0.0	0
2026-02-19	M	M	M	M	M	M	M	M	M
2026-02-20	M	M	M	M	M	M	M	M	M
2026-02-21	M	M	M	M	M	M	M	M	M
2026-02-22	M	M	M	M	M	M	M	M	M
2026-02-23	M	M	M	M	M	M	M	M	M
2026-02-24	M	M	M	M	M	M	M	M	M
2026-02-25	M	M	M	M	M	M	M	M	M
2026-02-26	M	M	M	M	M	M	M	M	M
2026-02-27	M	M	M	M	M	M	M	M	M
2026-02-28	M	M	M	M	M	M	M	M	M
Sum	722	395	-	-	607	0	0.89	0.0	-
Average	40.1	21.9	31.0	-0.1	-	-	-	-	2.4
Normal	40.3	22.0	31.1	-	609	0	1.86	2.9	-

Above Normals represent the month through 2026-02-18.

Observations for each day cover the 24 hours ending
at the time given below (Local Standard Time).

Max Temperature : 7am

Min Temperature : 7am

Precipitation : 7am

Snowfall : 7am

Snow Depth : 7am

Staff Report

To: Board of Public Works

From: Sean Hampton, HAND and Taylor Brown, Assistant City Attorney

Date: February 24, 2026

Re: Notice(s) of Violation at 1013 N. College Ave, Bloomington, Indiana

Attachments:

1. Notice(s) of Violation Issued on January 30, 2026; February 2, 2026; February 6, 2026; February 9, 2026
2. Photograph(s) of the property
3. National Oceanic and Atmospheric Administration (NOAA) Data for January and February Snowfall
4. GIS Property Report Card

Facts:

1. BMC § 6.07.010(a) makes it the duty of “every owner of any premises abutting a sidewalk in all parts of the city to remove, or cause to be removed, all snow and ice from the sidewalk to allow safe and reasonable travel on said sidewalk within twenty-four hours after snow or ice has ceased to fall or in any way accumulate.”
2. BMC § 6.07.010(b) specifies the minimum clear width of the path for the downtown snow removal area (defined in BMC § 6.07.010(c)) “shall be the lesser of fifty-four inches or the full-paved width of the sidewalk.” The remainder of the City shall have a minimum clear width of thirty-six inches.
3. According to the NOAA National Weather Service, Bloomington experienced snow on January 25 and 26, 2026. No new snow occurred after that time.
4. On January 30, 2026, a HAND Neighborhood Compliance Officer inspected the property located at 1013 N. College Ave, Bloomington, Indiana (the “Property”) and issued a Notice of Violation for failure to remove snow and ice in violation of BMC § 6.07.010 (the “NOV CODET62026-01-5209”).
5. On February 2, 2026; February 6, 2026; and February 9, 2026; a Neighborhood Compliance Officer re-inspected the Property and issued additional Notices of Violation for failure to remove snow and ice on the Property in violation of BMC § 6.07.010 (the January 30 NOV and Notices of Violation issued on February 2, February 6, and February 9 are collectively the “NOVs”).
6. The NOVs were issued to 1013 North College Avenue LLC (the “Owner”), the owner of the Property.
7. The NOVs followed all notice, service, and content requirements laid out in BMC § 6.07.020(b).

Status of the Property:

Due to the increased temperature, the snow and ice have melted and the sidewalks are clear.

Staff Recommendation:

Staff recommends that the Notices of Violation be upheld, and the appeal brought by the Owner be denied.



Appeal of Snow Citation to the Board of Public Works

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

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

Name: Lavers Playground Phone Number 812-332-5160

Citation Number: _____ Date on Snow Citation: 1/30/26

(Located in the top right hand corner of the citation)

Local Address:
1013 N College Ave
Bloomington, IN 47404

Permanent Address:
1013 N College Ave
Bloomington, IN 47404

Today's Date: 2/6/26

Reason for Appeal: was unaware the section of side walk
in question was our responsibility.

Have also been unable to rectify
the situation due to leaving town to
handle a family emergency

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of snow citation and received the date of 2/6/26
When the Board of Public Works will consider my appeal.

[Signature]
Signature

Feb. 6, 2026
Date

For use by Public Works:

Date Appeal Received: 02.06.2024 Received By: Muanda K. Brown
Date Appeal Forwarded to Legal Department: 02.16.2024

Taylor Brown



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

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

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

Case #: CODET62026-01-5209
Date Opened: 1/30/2026
Inspector: 229



Notice of Violation

1013 N College AVE
Bloomington IN 47404
53-05-33-204-040.000-005

Owner

1013 North College LLC
4508 W Montrose AVE
Chicago IL 60641

Violation(s):

6.07.010 - Snow and ice removal

BMC 6.07.010 Requires every owner of premises abutting a sidewalk in the city to remove, or cause to be removed, snow and ice from the abutting sidewalk to allow safe and reasonable travel on the sidewalk. Snow and ice must be removed within 24 hours after snow or ice has ceased to fall or in any way accumulate. The minimum clear width shall be 36 inches in all zones except in the downtown snow zone, where the clear width shall be 54 inches.

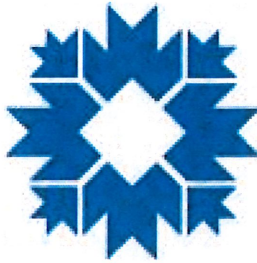
1st Violation \$50.00

Corrective Action:

1. This Notice must be paid within 10 business days from date of issuance to avoid being turned over to the City's Legal Department. A copy of this Notice must be returned with payment.
You may pay in person or mail payment to the address listed above. This notice must be returned with payment. All fines listed above may be contested in the Monroe County Circuit Courts.
2. This Notice may be appealed by filing a written appeal with the Board of Public Works within 7 days of the issuance. A copy of the Notice must accompany the appeal. Appeals may be mailed, or may be filed during regular business hours at the Department of Public Works, City Hall, 401 N. Morton Street Bloomington, IN 47404. Appeals will be heard at the first meeting of the Board of Public Works following submission of a properly filed appeal. Persons appealing the Notice are entitled to attend the meeting of the Board of Public Works, but are not required to do so.
3. If the property owner fails to pay any accumulated fines, the city legal department may collect said fines in any manner authorized by law.

Cases in Current Cycle (Aug - Aug):

Case	Opened	Closed	Description
CODET62026-02-5361	2/9/2026		
CODET62026-02-5358	2/6/2026		
CODET62026-02-5314	2/4/2026		
CODET62026-01-5209	1/30/2026		



Appeal of Snow Citation to the Board of Public Works

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

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Name: Lovers Playland Phone Number: 812-332-5160

Citation Number: _____ Date on Snow Citation: 2/2/26
(Located in the top right hand corner of the citation)

Local Address:
1013 N College Ave
Bloomington, IN 47404

Permanent Address:
1013 N College Ave
Bloomington, IN 47404

Today's Date: 2/9/26

Reason for Appeal: was unaware the section of side walk
in question was our responsibility.

Have also been unable to rectify
the situation due to leaving town to
handle a family emergency

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of snow citation and received the date of 2/9/26
When the Board of Public Works will consider my appeal.

[Signature]
Signature

Feb. 9, 2026
Date

For use by Public Works:

Date Appeal Received: 02.09.2026 Received By: Muanda Kai Beaver
Date Appeal Forwarded to Legal Department: 02.16.2026

Taylor Brown



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

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

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

Case #: CODET62026-02-5314
Date Opened: 2/4/2026
Inspector: 229



Notice of Violation

1013 N College AVE
Bloomington IN 47404
53-05-33-204-040.000-005

Owner

1013 North College LLC
4508 W Montrose AVE
Chicago IL 60641

Violation(s):

6.07.010 - Snow and ice removal

BMC 6.07.010 Requires every owner of premises abutting a sidewalk in the city to remove, or cause to be removed, snow and ice from the abutting sidewalk to allow safe and reasonable travel on the sidewalk. Snow and ice must be removed within 24 hours after snow or ice has ceased to fall or in any way accumulate. The minimum clear width shall be 36 inches in all zones except in the downtown snow zone, where the clear width shall be 54 inches.

2nd Violation \$100.00

Corrective Action:

1. This Notice must be paid within 10 business days from date of issuance to avoid being turned over to the City's Legal Department. A copy of this Notice must be returned with payment.
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3. If the property owner fails to pay any accumulated fines, the city legal department may collect said fines in any manner authorized by law.

Cases in Current Cycle (Aug - Aug):

Case	Opened	Closed	Description
CODET62026-02-5361	2/9/2026		
CODET62026-02-5358	2/6/2026		
CODET62026-02-5314	2/4/2026		
CODET62026-01-5209	1/30/2026		



Appeal of Snow Citation to the Board of Public Works

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Department of Public Works
401 North Morton Street, Suite 120
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Name: Lavers & yg land Phone Number 812-332-5160

Citation Number: _____ Date on Snow Citation: 2/6/26

(Located in the top right hand corner of the citation)

Local Address:
1013 N College Ave
Bloomington, IN 47404

Permanent Address:
1013 N College Ave
Bloomington, IN 47404

Today's Date: 2/9/26

Reason for Appeal:

was unaware the section of side walk
in question was our responsibility.

Have also been unable to rectify
the situation due to leaving town to
handle a family emergency

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of snow citation and received the date of 2/9/26
When the Board of Public Works will consider my appeal.

[Signature]
Signature

Feb. 9, 2026
Date

For use by Public Works:

Date Appeal Received: 02.09.2026 Received By: Muanda Joe Brown
Date Appeal Forwarded to Legal Department: 02.16.2026

Taylor Brown



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

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

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

Case #: CODET62026-02-5358
Date Opened: 2/6/2026
Inspector: 229



Notice of Violation

1013 N College AVE
Bloomington IN 47404
53-05-33-204-040.000-005

Owner

1013 North College LLC
4508 W Montrose AVE
Chicago IL 60641

Violation(s):

6.07.010 - Snow and ice removal

BMC 6.07.010 Requires every owner of premises abutting a sidewalk in the city to remove, or cause to be removed, snow and ice from the abutting sidewalk to allow safe and reasonable travel on the sidewalk. Snow and ice must be removed within 24 hours after snow or ice has ceased to fall or in any way accumulate. The minimum clear width shall be 36 inches in all zones except in the downtown snow zone, where the clear width shall be 54 inches.

3rd Violation \$150.00

Corrective Action: No attempt. Failure to clear. 3rd citation

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3. If the property owner fails to pay any accumulated fines, the city legal department may collect said fines in any manner authorized by law.

Cases in Current Cycle (Aug - Aug):

Case	Opened	Closed	Description
CODET62026-02-5361	2/9/2026		
CODET62026-02-5358	2/6/2026		
CODET62026-02-5314	2/4/2026		
CODET62026-01-5209	1/30/2026		



Appeal of Snow Citation to the Board of Public Works

City of Bloomington

Department of Public Works

401 North Morton Street, Suite 120

Phone (812)349-3410

Email: Public.Works@Bloomington.IN.gov

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Name: Lovers Playground Phone Number 812-332-5160

Citation Number: _____ Date on Snow Citation: 2/9/26

(Located in the top right hand corner of the citation)

Local Address:

1013 N College Ave
Bloomington, IN 47404

Permanent Address:

1013 N College Ave
Bloomington, IN 47404

Today's Date: 2/9/26

Reason for Appeal:

was unaware the section of side walk
in question was our responsibility.

Have also been unable to rectify
the situation due to leaving town to
handle a family emergency

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of snow citation and received the date of 2/9/26
When the Board of Public Works will consider my appeal.

[Signature]
Signature

Feb. 9, 2026
Date

For use by Public Works:

Date Appeal Received: 02.09.2026 Received By: Muanda Kae Beaver
Date Appeal Forwarded to Legal Department: 02.16.2026

Taylor Brown



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PO Box 100
Bloomington IN 47404

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

Case #: CODET62026-02-5361
Date Opened: 2/9/2026
Inspector: 229



Notice of Violation

1013 N College AVE
Bloomington IN 47404
53-05-33-204-040.000-005

Owner

1013 North College LLC
4508 W Montrose AVE
Chicago IL 60641

Violation(s):

6.07.010 - Snow and ice removal

BMC 6.07.010 Requires every owner of premises abutting a sidewalk in the city to remove, or cause to be removed, snow and ice from the abutting sidewalk to allow safe and reasonable travel on the sidewalk. Snow and ice must be removed within 24 hours after snow or ice has ceased to fall or in any way accumulate. The minimum clear width shall be 36 inches in all zones except in the downtown snow zone, where the clear width shall be 54 inches.

3rd Violation \$150.00

Corrective Action:

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Cases in Current Cycle (Aug - Aug):

Case	Opened	Closed	Description
CODET62026-02-5361	2/9/2026		
CODET62026-02-5358	2/6/2026		
CODET62026-02-5314	2/4/2026		
CODET62026-01-5209	1/30/2026		

53-05-33-204-040.000-005

General Information

Parcel Number
53-05-33-204-040.000-005

Local Parcel Number
013-44980-00

Tax ID:

Routing Number
33.14 -0021.000

Property Class 429
Other Retail Structures

Year: 2025

Location Information

County
Monroe

Township
BLOOMINGTON TOWNSHIP

District 005 (Local 005)
BLOOMINGTON CITY-BLOOMING

School Corp 5740
MONROE COUNTY COMMUNITY

Neighborhood 53005077-005
39 BLOOMINGTON CITY - COM

Section/Plat
33

Location Address (1)
1013 N College AVE
Bloomington, IN 47404

Zoning

Subdivision

Lot

Market Model
429 - Other Retail Structures

Characteristics

Topography Flood Hazard
Level ☐

Public Utilities ERA
All ☐

Streets or Roads TIF
Paved, Sidewalk ☒

Neighborhood Life Cycle Stage
Other

Printed Wednesday, April 30, 2025

Review Group 2022

1013 North College LLC

Ownership

1013 North College LLC
4508 W Montrose Ave
Chicago, IL 60641-2025

Legal

KENWOOD PT LOT 81 & PT LOT 81



Valuation Records (Work In Progress values are not certified values and are subject to change)

2025	Assessment Year	2025	2024	2023	2022	2021
WIP	Reason For Change	AA	AA	AA	AA	AA
01/31/2025	As Of Date	04/12/2025	04/12/2024	04/06/2023	04/08/2022	03/19/2021
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	☐	☐	☐	☐	☐
\$546,500	Land	\$546,500	\$546,500	\$546,500	\$546,500	\$400,800
\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$546,500	Land Non Res (3)	\$546,500	\$546,500	\$546,500	\$546,500	\$400,800
\$75,800	Improvement	\$75,800	\$64,100	\$63,500	\$79,900	\$75,300
\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$75,800	Imp Non Res (3)	\$75,800	\$64,100	\$63,500	\$79,900	\$75,300
\$622,300	Total	\$622,300	\$610,600	\$610,000	\$626,400	\$476,100
\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$622,300	Total Non Res (3)	\$622,300	\$610,600	\$610,000	\$626,400	\$476,100

Land Data (Standard Depth: Res 100', CI 100' Base Lot: Res 0' X 0', CI 0' X 0')

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
11	S		0	18216	1.00	\$30	\$30	\$546,480	0%	1.0000	0.00	0.00	100.00	\$546,480

1013 N College AVE

Transfer of Ownership

Date	Owner	Doc ID	Code	Book/Page	Adj Sale Price	V/I
01/01/2016	1013 North College LL	908860	QC	/		
05/10/1999	1013 N College LLC	0	QC	1999/3290		
08/12/1998	MAY, ROY & PAULA	0	WD	1998/3526		
01/30/1987	ASEA INVESTMENT	0	MI	1987/2039		
01/30/1987	MAY, ROY & PAULA	0	MI	1987/2038		
01/01/1900	THE TRUSTEES OF N	0	MI	1900/21480		

Commercial

Valuation Records (Work In Progress values are not certified values and are subject to change)

2025	Assessment Year	2025	2024	2023	2022	2021
WIP	Reason For Change	AA	AA	AA	AA	AA
01/31/2025	As Of Date	04/12/2025	04/12/2024	04/06/2023	04/08/2022	03/19/2021
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	☐	☐	☐	☐	☐
\$546,500	Land	\$546,500	\$546,500	\$546,500	\$546,500	\$400,800
\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$546,500	Land Non Res (3)	\$546,500	\$546,500	\$546,500	\$546,500	\$400,800
\$75,800	Improvement	\$75,800	\$64,100	\$63,500	\$79,900	\$75,300
\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$75,800	Imp Non Res (3)	\$75,800	\$64,100	\$63,500	\$79,900	\$75,300
\$622,300	Total	\$622,300	\$610,600	\$610,000	\$626,400	\$476,100
\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$622,300	Total Non Res (3)	\$622,300	\$610,600	\$610,000	\$626,400	\$476,100

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11	S		0	18216	1.00	\$30	\$30	\$546,480	0%	1.0000	0.00	0.00	100.00	\$546,480

429, Other Retail Structures

39 BLOOMINGTON CITY - 1/2

Notes

5/5/2023 GENERAL INFORMATION: 23/24
CHANGED LOCATION ADDRESS FROM 1005 N
COLLEGE AVE TO 1013 N COLLEGE AVE PER
LOCATION ADDRESS COMPARISON REPORT.
5/5/23. MM

11/10/2021 2022-FIELD REVIEW: 22/23---
CHANGED WALL TYPE FROM 100% WALL TYPE 2
TO 75% WALL TYPE 2 25% TYPE 1. 11/04/21
KS/SJ

1/7/2019 2019---NEW CONSTRUCTION: 19/20---
CHANGED EFF YR FROM 1980 TO 1992. 12/20/18
KS/SJ

10/24/2016 GENERAL INFORMATION: 17/18
corrected parcel acreage to match calculated
acreage after combo. 10/24/2016, ag

9/12/2016 NO SALES DISCLOSURE FORM:
1/1/2016, QC, \$0, AG

8/25/2016 2017--FIELD REVIEW: 2017/2018---
MOVED TO NEW NBHD, COMBINED 013-44985-
INTO THIS PARCEL. 07/12/16 KS/SJ

1/7/2016 TIF: STATE TIF DISTRICT 020 - BC-
WEST 17TH ST

5/25/2012 2012 - REASSESSMENT: 2012 PAY
2013 TRENDING
APPLY MARKET FACTOR TO COMMERCIAL BLDG
ONLY. 5-25-2012 KS/LR

10/5/2011 2012 - REASSESSMENT: 2012 PAY
2013 CHANGED EFF YEAR OF C/I BUILDING
FROM 1970 TO 1980 AND EFF YEAR OF PAVING
FROM 1970 TO 2000. 8/26/2011 FK/JA

Land Computations

Calculated Acreage	0.42
Actual Frontage	0
Developer Discount	☐
Parcel Acreage	0.42
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	0.42
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$546,500
Total Value	\$546,500

Data Source N/A

Collector 11/04/2021 KS

Appraiser 11/10/2021 SJ

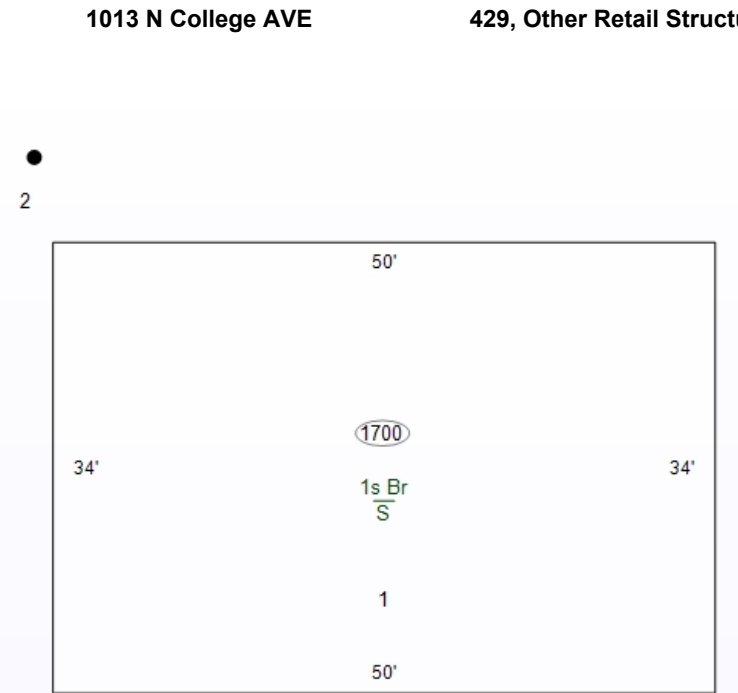
53-05-33-204-040.000-005		1013 North College LLC	
General Information			
Occupancy	C/I Building	Pre. Use	General Retail
Description	C/I Building C 01	Pre. Framing	Wood Joist
Story Height	1	Pre. Finish	Finished Open
Type	N/A	# of Units	0

	SB	B	1	U
Wall Type			1: 1(42'),2(126')	
Heating			1700 sqft	
A/C			1700 sqft	
Sprinkler				

Plumbing RES/CI				Roofing			
#	TF	#	TF	☐ Built Up	☐ Tile	☐ Metal	
Full Bath	0	0	0	0	☐ Wood	☐ Asphalt	☐ Slate
Half Bath	0	0	0	0	☐ Other		
Kitchen Sinks	0		0		GCK Adjustments		
Water Heaters	0		0		☐ Low Prof	☐ Ext Sheat	☐ Insulatio
Add Fixtures	0	0	4	4	☐ SteelGP	☐ AluSR	☐ Int Liner
Total	0	0	4	4	☐ HGSR	☐ PPS	☐ Sand Pnl

Exterior Features		
Description	Area	Value

Special Features		Other Plumbing	
Description	Value	Description	Value



Floor/Use Computations											
Pricing Key	GCM										
Use	GENRET										
Use Area	1700 sqft										
Area Not in Use	0 sqft										
Use %	100.0%										
Eff Perimeter	168'										
PAR	10										
# of Units / AC	0										
Avg Unit sz dpth	-1										
Floor	1										
Wall Height	8'										
Base Rate	\$169.96										
Frame Adj	(\$14.32)										
Wall Height Adj	(\$22.26)										
Dock Floor	\$0.00										
Roof Deck	\$0.00										
Adj Base Rate	\$133.37										
BPA Factor	1.00										
Sub Total (rate)	\$133.37										
Interior Finish	\$0.00										
Partitions	\$0.00										
Heating	\$0.00										
A/C	\$0.00										
Sprinkler	\$0.00										
Lighting	\$0.00										
Unit Finish/SR	\$0.00										
GCK Adj.	\$0.00										
S.F. Price	\$133.37										
Sub-Total											
Unit Cost	\$0.00										
Elevated Floor	\$0.00										
Total (Use)	\$226,733										

Building Computations					
Sub-Total (all floors)	\$226,733	Garages	\$0		
Racquetball/Squash	\$0	Fireplaces	\$0		
Theater Balcony	\$0	Sub-Total (building)	\$233,133		
Plumbing	\$6,400	Quality (Grade)	\$1		
Other Plumbing	\$0	Location Multiplier	0.91		
Special Features	\$0	Repl. Cost New	\$212,151		
Exterior Features	\$0				

Summary of Improvements																					
Description	Story Height	Constr Type	Grade	Year Built	Eff Year	Eff Co Age nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Cap 1	Cap 2	Cap 3	Improv Value
1: C/I Building C 01	1	Brick	C	1970	1992	33 A		0.91		1,700 sqft	\$212,151	67%	\$70,010	0%	100%	1.0000	1.000	0.00	0.00	100.00	\$70,000
2: Paving C 01	1	Asphalt	C	1970	2000	25 A	\$2.81	0.91	\$2.56	11,250 sqft	\$28,767	80%	\$5,750	0%	100%	1.0000	1.000	0.00	0.00	100.00	\$5,800

Climatological Data for BLOOMINGTON INDIANA UNIV, IN - January 2026

Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2026-01-01	37	28	32.5	2.5	32	0	0.00	0.0	0
2026-01-02	38	26	32.0	2.2	33	0	0.00	0.0	0
2026-01-03	36	25	30.5	0.8	34	0	0.00	0.0	0
2026-01-04	36	23	29.5	0.0	35	0	0.00	0.0	0
2026-01-05	39	24	31.5	2.1	33	0	0.00	0.0	0
2026-01-06	53	34	43.5	14.3	21	0	0.00	0.0	0
2026-01-07	53	37	45.0	15.9	20	0	0.00	0.0	0
2026-01-08	56	34	45.0	16.0	20	0	0.00	0.0	0
2026-01-09	66	42	54.0	25.1	11	0	0.47	0.0	0
2026-01-10	62	39	50.5	21.7	14	0	0.00	0.0	0
2026-01-11	44	24	34.0	5.3	31	0	0.10	0.0	0
2026-01-12	29	22	25.5	-3.1	39	0	0.00	0.0	0
2026-01-13	46	23	34.5	6.0	30	0	0.00	0.0	0
2026-01-14	53	36	44.5	16.0	20	0	0.10	0.0	0
2026-01-15	44	15	29.5	1.1	35	0	0.10	0.2	1
2026-01-16	27	14	20.5	-7.9	44	0	0.01	0.1	1
2026-01-17	36	25	30.5	2.2	34	0	0.00	0.0	0
2026-01-18	27	10	18.5	-9.8	46	0	0.05	0.3	1
2026-01-19	26	10	18.0	-10.3	47	0	0.00	0.0	0
2026-01-20	18	8	13.0	-15.3	52	0	0.00	0.0	0
2026-01-21	29	8	18.5	-9.8	46	0	0.00	0.0	0
2026-01-22	44	25	34.5	6.1	30	0	0.00	0.0	0
2026-01-23	33	13	23.0	-5.4	42	0	0.00	0.0	0
2026-01-24	13	3	8.0	-20.4	57	0	0.00	0.0	0
2026-01-25	11	5	8.0	-20.5	57	0	1.05	10.2	10
2026-01-26	13	5	9.0	-19.6	56	0	0.78	2.0	12
2026-01-27	13	1	7.0	-21.7	58	0	0.00	0.0	11
2026-01-28	24	2	13.0	-15.8	52	0	0.00	0.0	10
2026-01-29	19	2	10.5	-18.4	54	0	0.00	0.0	9
2026-01-30	21	1	11.0	-18.0	54	0	0.00	0.0	8
2026-01-31	23	0	11.5	-17.7	53	0	0.00	0.0	8
Sum	1069	564	-	-	1190	0	2.66	12.8	-
Average	34.5	18.2	26.3	-2.5	-	-	-	-	2.3
Normal	37.0	20.6	28.8	-	1122	0	3.78	7.1	-

Observations for each day cover the 24 hours ending
at the time given below (Local Standard Time).

Max Temperature : 7am

Min Temperature : 7am

Precipitation : 7am

Snowfall : 7am

Snow Depth : 7am

Climatological Data for BLOOMINGTON INDIANA UNIV, IN - February 2026

Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2026-02-01	23	0	11.5	-17.8	53	0	0.00	0.0	7
2026-02-02	27	4	15.5	-14.0	49	0	0.00	0.0	6
2026-02-03	30	22	26.0	-3.6	39	0	0.00	0.0	5
2026-02-04	33	12	22.5	-7.3	42	0	0.00	0.0	5
2026-02-05	28	14	21.0	-9.0	44	0	0.00	0.0	4
2026-02-06	26	14	20.0	-10.2	45	0	0.00	0.0	3
2026-02-07	37	18	27.5	-2.9	37	0	0.00	0.0	4
2026-02-08	29	16	22.5	-8.2	42	0	0.00	0.0	3
2026-02-09	29	19	24.0	-6.9	41	0	0.00	0.0	3
2026-02-10	44	23	33.5	2.3	31	0	0.00	0.0	3
2026-02-11	59	28	43.5	12.1	21	0	0.00	0.0	0
2026-02-12	46	28	37.0	5.3	28	0	0.00	0.0	0
2026-02-13	48	28	38.0	6.1	27	0	0.00	0.0	0
2026-02-14	46	28	37.0	4.8	28	0	0.00	0.0	0
2026-02-15	49	34	41.5	9.0	23	0	0.87	0.0	0
2026-02-16	52	32	42.0	9.2	23	0	0.02	0.0	0
2026-02-17	59	31	45.0	11.9	20	0	0.00	0.0	0
2026-02-18	57	44	50.5	17.1	14	0	0.00	0.0	0
2026-02-19	M	M	M	M	M	M	M	M	M
2026-02-20	M	M	M	M	M	M	M	M	M
2026-02-21	M	M	M	M	M	M	M	M	M
2026-02-22	M	M	M	M	M	M	M	M	M
2026-02-23	M	M	M	M	M	M	M	M	M
2026-02-24	M	M	M	M	M	M	M	M	M
2026-02-25	M	M	M	M	M	M	M	M	M
2026-02-26	M	M	M	M	M	M	M	M	M
2026-02-27	M	M	M	M	M	M	M	M	M
2026-02-28	M	M	M	M	M	M	M	M	M
Sum	722	395	-	-	607	0	0.89	0.0	-
Average	40.1	21.9	31.0	-0.1	-	-	-	-	2.4
Normal	40.3	22.0	31.1	-	609	0	1.86	2.9	-

Above Normals represent the month through 2026-02-18.

Observations for each day cover the 24 hours ending at the time given below (Local Standard Time).

Max Temperature : 7am

Min Temperature : 7am

Precipitation : 7am

Snowfall : 7am

Snow Depth : 7am

Jan 30, 2026 at 10:58:01 AM
1013 N College Ave
Bloomington IN 47404
United States



Feb 6, 2026 at 2:16:01 PM
200–220 W 14th St
Bloomington IN 47404
United States



Feb 6, 2026 at 2:16:18 PM
1013 N College Ave
Bloomington IN 47404
United States



Feb 9, 2026 at 11:16:42 AM
1013 N College Ave
Bloomington IN 47404
United States





bloomington.in.gov
f i t y citybloomington

Lover's Playground
1013 N. College Avenue
Bloomington, Indiana 47404
812-332-5160

Dear Lover's Playground,

The Board of Public Works received your appeal request on February 6, 2026 and February 9, 2026 to appeal the Notice of Violations issued on January 30, February 2, February 6 and February 9, 2026 at 1013 N. College Avenue.

The Board of Public Works will hear your appeal on February 24, 2026 at 5:30 pm at the Regular Session of the Board of Public Works in the City Hall Council Chambers (Room 115). City Hall is located at 401 North Morton Street, Bloomington, Indiana 47404. If you have any questions regarding the violation, please contact the City of Bloomington Housing and Neighborhood Development at 812-349-3420. If you have any questions regarding the appeal process for the Board of Public Works Meeting, please reach out to the Board of Public Works Liaison at public.works@bloomington.in.gov, or 812-349-3410.

Sincerely,

Miranda Beaver
Board of Public Works Liaison
Department of Public Works

CC: Legal
HAND
File

Board of Public Works

Staff Report

Project/Event: Renewal #2 – Irving Materials, Inc. for concrete materials
Petitioner/Representative: Street Division
Staff Representative: Daniel Bitner
Date: February 24, 2026

Report: This contract renewal is for concrete materials awarded to Irving Materials, Inc. at the February 27, 2024 BPW meeting. This is Renewal #2 to the contract for 2026 concrete materials.

Irving Materials, Inc.

2,500 +/-	Class A Concrete	\$ 154.00/yard
	4000 pound Exterior Mix	\$ 149.00/yard
500 +/-	Class A Concrete w/1% Calcium	\$ 160.50.00/yard
	4000 pound Exterior Mix w/1% Cal	\$ 152.75/yard
	Class A Concrete w/2% Calcium	\$ 167.00/yard
	4000 lb Exterior Mix w/2% Cal	\$ 156.50/yard
200 +/-	Class A Concrete w/Reinforcement	\$ 171.50/yard
	4000 pound Exterior Mix – Fiber	\$ 156.50/yard
500 +/-	Flowable Fill	\$ 132.50/yard
	Trip Charge if less than 2 yards	\$ 200.00
	Trip Charge if less than 4 yards	\$ 150.00
	Trip Charge if less than 6 yards	\$ 100.00

City of Bloomington Contract and Purchase Justification Form

Vendor: Irving Materials, Inc.

Contract Amount: \$ 70,000

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

PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 1			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	☒	☐	☒ ☐
Met item or need requirements?	☒	☐	Quote award 2/27/24 at BPW Meeting. This is renewal #2 for 2026.
Was an evaluation team used?	☐	☒	
Was scoring grid used?	☐	☒	
Were vendor presentations requested?	☐	☒	

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

This is renewal #2 to the original award contract in 2024.

Daniel Bitner

Director of Street Operations

PW/Street Division

Print/Type Name

Print/Type Title

Department



City of Bloomington Concrete Bid 2026
Attention: Tony Carroll

City of Bloomington 2026

Tony,

imi elects to hold the City of Bloomington's current concrete pricing. Below, you will find our bid from 2024. This contains the pricing imi wishes to hold for the 2026 construction season.

If you have any additional questions, please don't hesitate to contact us.

Thank you for your business and continued partnership with imi!

Parker Roberts
Sales Representative

Affirmative Action Plan

Irving Materials, Inc. is committed to its Equal Employment Opportunity Policy. This includes a commitment to following the guidelines established in Executive Order #11246, as amended; Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1994; and Section 503 of the Rehabilitation Act of 1973.

The company has an Equal Employment Opportunity Officer who is responsible to implement the company's EEO programs. This officer will coordinate the programs, advise and assist management and other key officials of the company; and will prepare and present periodic reports and shall make appropriate recommendations along these lines. The people in the company who have been assigned these responsibilities is Shawn Alpers/Carrie Heisler, 8032 N. State Rd. 9, Greenfield, IN 46140, 317-326-3101. His/Her name, address and telephone number will be posted on the bulletin boards at the Greenfield office so that he/she may be reached concerning Equal Employment Opportunity matters.

The company will take appropriate steps to assure that all employees and applicants are advised of this policy of nondiscrimination and of the company's interest in actively, and affirmatively providing Equal Employment Opportunity through the following actions:

A. Notices and posters setting forth the company's Equal Employment Opportunity Policy will be placed in areas readily accessible to the employees, applicants for employment, and potential employees;

B. All management and key personnel in a position to implement this policy, including those involved in training, recruitment, and other personnel activities, will be fully advised through the company's EEO Officer of the company's EEO policy and of their responsibility with respect to it;

C. The company will make periodic checks to assure total application of the EEO policy.

Hiring, promotion and transfer will be done without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled Veterans, or veterans of the Vietnam era. Supervisors will inform employees annually of any promotional opportunities.

The company will require that layoffs, termination's, down grading, and recall from layoffs are made without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified veterans, or veterans of the Vietnam era.

In carrying out its Affirmative Action Policy of providing Equal Employment Opportunity, the company will insure that no employee will be discriminated against for reasons of race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled veterans, or veterans of the Vietnam era, with regard to:

- A. Compensation;**
- B. Fringe Benefits;**
- C. Layoffs or Recalls;**
- D. Termination's;**
- E. Overtime Work;**
- F. Promotions;**
- G. Transfer;**
- H. Training;**
- I. Any other matters pertaining to employee/employer relationships.**

Women will not be penalized in their conditions of employment because they require time away from work due to childbearing. They will be granted a leave of absence for a reasonable period of time and returned to the same position and pay which that was held before the leave.

It will be the policy of Irving Materials, Inc. to accommodate the religious observances and priorities of an employee, unless Irving Materials, Inc. is unable to reasonably accommodate to an employee's or prospective employee's religious observance or priorities, with undue hardship on the conduct of its business.

The company will continue to recruit prospective employees without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled veterans, or veterans of the Vietnam era, as follows:

- A. By stating in all newspaper advertising for "Help Wanted" that the company is a Equal Opportunity Employer (AA/F/M/V/H);**
- B. By the company's supervisory and the EEO Officer personally and in writing, notifying sources of potential employees, such as employment agencies (private and governmental), unions, schools, and minority group organizations;**
- C. By using company minority group personnel in recruitment when there is a need for additional personnel;**
- D. By continued efforts to negotiate for Equal Employment Opportunity clauses in the company's labor contracts.**

The company will continue its support of apprenticeship programs as follows:

A. By notifying all of our employees of available programs without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled veterans, or veterans of Vietnam era;

B. By notifying aforementioned potential sources of employees of available programs and providing assistance to interested persons in gaining admission;

C. By using apprentices on projects where the company deems feasible.

The company will continue its on the job training programs on an Equal Employment Opportunity basis and will continue to upgrade its employees without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled veterans, or veterans of the Vietnam era.

All employees are advised of any openings and/or training that may be available.

Through continuous intra-company training, we will instruct all supervisory personnel to request all referrals for employment without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled veterans, or veterans of the Vietnam era.

Specific grievance procedures are spelled out in the respective union contracts. Access to these documents by our employees is open. Copies can be obtained from the local union, the union steward, or the main office of Irving Materials, Inc. In any case, all employees are free to contact the EEO Officer, without fear of any retaliation, regarding any complaints alleging discrimination of any type.

**Shawn Alpers/Carrie Heisler
EEO Officers, Greenfield Location
317-326-3101 (Office)**



BID FORM

FOR CLASS "A" PORTLAND CEMENT CONCRETE
RFQ #2024-PW-CONCRETE MATERIAL

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	CONCRETE CLASS A	+/- 2,500	CYD	CLASS "A" CONCRETE	\$154.00	\$ 385,000.00
2.	CONCRETE WITH ADDITIVE	+/- 500	CYD	CLASS "A" CONCRETE 1-2% NON CHLORIDE	\$160.50 for 1% \$ \$167.00 for 2%	\$80,250.00 for 1% \$ \$83,500.00 for 2%
3.	CONCRETE WITH ADDITIVE	+/- 200	CYD	CLASS "A" CONCRETE WITH REINFORCEMENT	\$171.50	\$34,300.00
4.	MINIMUM LOAD FEE	1	TRIP	TRIP CHARGE IF LESS THAN 3 CUBIC YARDS ORDERED	\$200 for less than 2 cubic yards \$ \$150 for less than 4 cubic yards \$100 for less than 6 cubic yards	\$ \$ \$
5.	CONCRETE	+/- 2,500	CYD	4000 LB EXTERIOR MIX Performance mix with Fly Ash	\$149	\$ 372,500.00
6.	CONCRETE WITH ADDITIVE	+/-500	CYD	4000 LB EXTERIOR MIX 1-2% CALCIUM Performance mix with Fly Ash	\$152.75 for 1% \$ \$156.50 for 2%	\$76,375.00 for 1% \$ \$78,250.00 for 2%
7.	CONCRETE WITH ADDITIVE	+/- 200	CYD	4000 LB EXTERIOR MIX FIBER	\$156.50	\$31,300.00
8.	CONCRETE	+/- 500	CYD	FLOWABLE FILL Mix quoted is 8000FF. Flowable Fill pricing may vary according to application	\$132.50	\$66,250.00

All material supplied shall meet the most **CURRENT INDOT** Standard Specifications for Sections 500, 600, 700, and 900. Other sections may be applicable for conformance to complete specifications. The supplier is responsible for ensuring they familiarize themselves with and understand all requirements for the material requested. Disqualification may occur at the discretion of the Board of Public Works should a supplier or the material provided not meet the requirements as stated in this quote request.

Environmental Fee: \$20.00 per load

Winter Service Fee (November 1st-March 31st): \$5.00 per cubic yard

EXHIBIT B

CITY OF BLOOMINGTON
BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

Class "A" Portland Cement Concrete and Additives

(PLEASE TYPE OR PRINT MATERIAL NAME)

02-20-2024

(DATE)

1. Governmental Unit: City of Bloomington Board of Public Works
2. County: Monroe
3. Bidder (Firm): imi Indiana, LLC. (Irving Materials, Inc.)
- Address: 1800 N. Kinser Pike
- City/State/Zip Code: Bloomington, IN 47404
4. Telephone Number: 812-333-8530
5. Agent of Bidder (if applicable): Andrew Bales

Pursuant to notices given, the undersigned offers bid(s) City of Bloomington Board of Public Works. In Accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The Contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he/she has not offered nor received a less price than that price stated in his/her bid for the materials included in said bid. Bidder further agrees that he/she will not withdraw his/her bid from the office in which it is filed. A certified check or bond will be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as case may be.

Andrew W. Bales

SIGNATURE OF BIDDER OR AGENT

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of this bid format:

CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT

TO: All Employees
FROM: Patrick O'Connell
DATE: March 10, 2021
Re: Equal Employment Opportunity



Company Memo

It has been and will continue to be the policy of Irving Materials, Inc. and all of its subsidiaries to extend equal opportunities to all qualified employees and applicants for employment without regard to race, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, disability (physical or mental), family medical history or genetic information, political affiliation, military service, or other non-merit-based factors. All phases of employment including but not limited to: recruitment, hiring, placement upgrading and promotion, demotion, transfer, layoff, recall, termination, selection for company sponsored training, rate of pay and other forms of compensation, use of all facilities and participation in all company sponsored activities, will be administered so as to further the principle of equal employment opportunity.

All employees are expected to comply with Irving Materials, Inc.'s EEO policy. Any questions concerning the EEO policy should be directed to your supervisor or the Human Resource department.

Violation of this policy will result in disciplinary action up to and including termination of employment.

Sincerely,

Patrick O'Connell
Chief Human Resources Officer

"We're Proud Of Our Work"



IRVING MATERIALS, INC.
ANTI-HARASSMENT POLICY

Harassment Prohibited

Irving Materials, Inc. strictly prohibits and does not tolerate harassment against employees or any other covered persons (including unpaid interns, independent contractors, consultants, and individuals who perform services based on a contract) because of an employee's or other covered person's actual or perceived race, religion, creed, national origin, ancestry, sex, sexual orientation, pregnancy, gender (including gender nonconformity and status as a transgender or transsexual individual), age, physical or mental disability, citizenship, genetic information, military status, color, marital status, protective order status, unfavorable discharge from military service, arrest record, expunged or sealed convictions, or any other characteristic protected under applicable federal, state, or local law.

Sexual Harassment

All Irving Materials, Inc. employees, unpaid interns, other workers, and representatives (including vendors, customers, clients, and visitors) are prohibited from harassing employees, unpaid interns, independent contractors, consultants, and any individual who performs services for the employer under a contract, based on that individual's actual or perceived sex or gender (including pregnancy and status as a transgender or transsexual individual) and regardless of the harasser's sex or gender.

Sexual harassment means any harassment based on someone's actual or perceived sex or gender. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

- Submission to the advance, request, or conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of the advance, request, or conduct is used as a basis for employment decisions.
- Such advances, requests, or conduct have the purpose or effect of substantially or unreasonably interfering with an employee's work performance by creating an intimidating, hostile, or offensive work environment.

Irving Materials, Inc. will not tolerate any form of sexual harassment, regardless of whether it is:

- Verbal (for example, epithets, derogatory statements, slurs, sexually related comments, jokes, unwelcome sexual advances, or requests for sexual favors).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying sexually suggestive posters, cartoons, or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures).
- Textual/Electronic/Online (for example, "sexting" (electronically sending messages with sexual content), the use of sexually explicit language, harassment, cyber stalking and

threats via all forms of electronic or online communication, derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated.

Harassment is prohibited both at the workplace, at employer-sponsored events, and at any workplace or working location at which employees and other covered persons work.

Other Types of Harassment

Irving Materials, Inc.'s anti-harassment policy applies equally to harassment based on an employee's actual or perceived race, religion, creed, national origin, ancestry, age (40 and over), physical or mental disability, citizenship, genetic information, military status, color, marital status, protective order status, unfavorable discharge from military service, sexual orientation, arrest record, expunged or sealed convictions, pregnancy, or any other characteristic protected under applicable federal, state, or local law.

Such harassment often takes a similar form to sexual harassment and includes harassment that is:

- Verbal (for example, epithets, derogatory statements, slurs, derogatory comments, or jokes).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying derogatory posters, cartoons, or drawings, or making derogatory gestures).
- Textual/Electronic/Online (for example, the use of explicit language, harassment, cyber stalking and threats via all forms of electronic or online communication, derogatory statements or inappropriate suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated.

Harassment is prohibited both at the workplace, at employer-sponsored events, and at any workplace or working location at which employees and other covered persons work.

Complaint Procedure

If you are subjected to any conduct that you believe violates this policy or witness any such conduct, you must promptly speak to, write, or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the [next level above your direct supervisor/ Human Resources Department, ideally within ten (10) days of the offending conduct. If you have not received a satisfactory response within five (5) days after reporting any incident of what you perceive to be harassment, please immediately contact Human Resources. These individuals will ensure that a prompt investigation is conducted. Although not mandatory, a Complaint Form is available at your office/plant location to make your complaint if you wish to use it.

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. Irving Materials, Inc. will promptly, directly, and thoroughly investigate the

facts and circumstances of all claims of perceived harassment and will take prompt corrective action, if appropriate.

Additionally, any manager or supervisor who observes harassing conduct must report the conduct to Human Resources so that an investigation can be made and corrective action taken, if appropriate.

Irving Materials, Inc.'s goal is to identify and address harassing conduct internally. However, an employee has the right to contact his or her state or local human rights agency or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. Contact information for the EEOC can be located on its website at <https://www.eeoc.gov>. Such state agencies may include the Indiana Civil Rights Commission, Ohio Civil Rights Commission, Kentucky Commission on Human Rights, Tennessee Human Rights Commission, and the Illinois Department of Human Rights (contact information for the IDHR can be found at https://www2.illinois.gov/dhr/AboutUs/pages/contact_idhr.aspx). While an employee may choose to contact these agencies before reporting the conduct internally, Irving Materials, Inc. can only address unwelcome conduct if employees provide the Company an opportunity to do so.

Confidentiality

All complaints will be investigated in as discreet and confidential a fashion as possible. All persons to whom a complaint is made or who learn of a complaint as part of a Company investigation must do everything reasonably possible to keep the complaint confidential in order to preserve the integrity of the investigation while it is ongoing, to ensure fairness to all involved, and to protect the privacy of team members who have brought complaints or are accused of misconduct. However, complete confidentiality cannot be guaranteed because a fair and effective investigation may necessitate disclosing some information to the alleged harasser and potential witnesses so that relevant information can be obtained.

No Retaliation

No one will be subject to, and Irving Materials, Inc. prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim, or cooperating in related investigations. For more information, please contact the Human Resources Department.

Irving Materials, Inc. is committed to enforcing this policy against all forms of harassment. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report harassing conduct, Irving Materials, Inc. may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

Violations of This Policy

Any employee, regardless of position or title, whom the Human Resources Department determines has subjected an individual to harassment or retaliation in violation of this policy, will be subject to discipline, up to and including termination of employment.

Administration of This Policy

The Human Resources Department is responsible for the administration of this policy. If you have any questions regarding this policy or questions about harassment that are not addressed in this policy, please contact the Human Resources Department. This policy is subject to change at the sole discretion of Irving Materials Inc.

Employees Covered Under a Collective Bargaining Agreement

The employment terms set out in this policy work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with Irving Materials, Inc. Employees should consult the terms of their collective bargaining agreement/Wherever employment terms in this policy differ from the terms expressed in the applicable collective bargaining agreement with Irving Materials, Inc., employees should refer to the specific terms of the collective bargaining agreement, which will control.

Conduct Not Prohibited by This Policy

This policy is not intended to preclude or dissuade employees from engaging in activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits, or terms and conditions of employment, forming, joining, or supporting labor unions, bargaining collectively through representatives of their choosing, raising complaints about working conditions for their and their fellow employees' mutual aid or protection, or legally required activities.

Acknowledgment of Receipt and Review of Anti-Harassment Policy

[I, _____ (employee name), acknowledge that on _____ (date), I received a copy of Irving Materials, Inc.'s Anti-Harassment Policy and that I read it, understood it, and agree to comply with it. I understand that Irving Materials, Inc. has the maximum discretion permitted by law to interpret, administer, change, modify, or delete this policy at any time with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this policy. Changes to this policy can only be made if approved in writing by the Vice President of Human Resources of Irving Materials, Inc. I also understand that any delay or failure by Irving Materials, Inc. to enforce any work policy or rule will not constitute a waiver of Irving Materials, Inc.'s right to do so in the future. I understand that neither this policy nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized Irving Materials, Inc. representative, **I am employed at will and this policy does not modify my at-will employment status.** If I have a written employment agreement signed by an authorized Irving Materials, Inc. representative and this policy conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.]

Signature

Printed Name

Date

NON-COLLUSION AFFIDAVIT

STATE OF Indiana)
) SS:
 COUNTY OF Monroe)

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership representative represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

imi, Indiana LLC. (Irving Materials, Inc.)
 BIDDER (FIRM) Type text here

Andrew W. Bales
 SIGNATURE OF BIDDER OR AGENT

Subscribed and sworn to me this 20 day of February 20 24

My Commission
 Expires: _____

 Notary Public

County of Residence: _____

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the Sales Representative (title) of Imi Indiana, LLC. (Irving Materials, Inc.) (company).
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: 0
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: 0
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Andrew W. Bales

Signature

Andrew W. Bales

Printed name

STATE OF INDIANA)

) SS: COUNTY OF

Monroe)

Before me, a Notary Public in and for said County and State, personally appeared _____

_____ and acknowledged the execution of the foregoing this 23 day of February, 2024

My Commission Expires: 12-16-25

County of Residence: Hancock

Carrie Heister

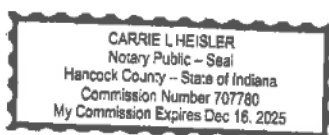
Notary Public

Carrie Heister

Name Printed

707780

Commission Number



NON-COLLUSION AFFIDAVIT

STATE OF Indiana)
) SS:
 COUNTY OF Monroe)

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership representative represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

imi, Indiana LLC. (Irving Materials, Inc.)
 BIDDER (FIRM)

Andrew W. Bales

SIGNATURE OF BIDDER OR AGENT

Subscribed and sworn to me this 20 day of February 20 24

My Commission
 Expires:

12-16-25

County of Residence:

Hancock

Carrie Heisler

Notary Public

CARRIE L. HEISLER
 Notary Public - Seal
 Hancock County - State of Indiana
 Commission Number 707780
 My Commission Expires Dec 16, 2025

Board of Public Works

Staff Report

Project/Event: Award Asphalt Materials to Milestone Contractors, LP. as Primary and Award E&B Paving, LLC as Secondary

Petitioner/Representative: Street Department

Staff Representative: Daniel Bitner

Date: February 24, 2026

To request Board of Public Works approval to award a contract for the purchase of asphalt materials needed for annual street maintenance, pavement preservation, and capital improvement projects.

Bids were opened on February 9, 2026 at Board of Public Works Work Session. Milestone Contractors, LP was determined to be the lowest responsive and responsible. The recommended vendor provides the best combination of cost, quality, and service. We would also like to award E&B Paving, Inc. as secondary vendor.

Milestone Contractors, LP

Mixed Winter Stockpile (Cold Mix)	\$ 140.00 per ton
Hot Asphaltic Surface Mix (#9 or #11)	\$ 56.50 per ton
Hot Asphaltic Intermediate Mix (#8 or #9)	\$ 56.00 per ton
Hot Asphaltic Base Mix (#5)	\$ 55.50 per ton
Tack Oil	\$ 4.00 per gal
Recycled Asphalt Product (RAP)	\$ -7.00 per ton

E&B Paving, LLC

Mixed Winter Stockpile (Cold Mix)	\$ 135.00 per ton
Hot Asphaltic Surface Mix (#9 or #11)	\$ 58.50 per ton
Hot Asphaltic Intermediate Mix (#8 or #9)	\$ 55.50 per ton
Hot Asphaltic Base Mix (#5)	\$ 54.00 per ton
Tack Oil	\$ 5.00 per gal
Recycled Asphalt Product (RAP)	\$ -6.00 per ton

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LP

Contract Amount: \$834,000

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

PURCHASE INFORMATION

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

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

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

	Yes	No		Yes	No
# of Submittals: 2			Was the lowest cost selected? (If no, please state below why it was not.)	☒	☐
Met city requirements?	☒	☐			
Met item or need requirements?	☒	☐			
Was an evaluation team used?	☐	☒			
Was scoring grid used?	☐	☒			
Were vendor presentations requested?	☐	☒			

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

Bids were opened on February 9, 2026 at Board of Public Works Work Session. Milestone Contractors, LP was determined to be the lowest responsive and responsible. The recommended vendor provides the best combination of cost, quality, and service. We would also like to award E&B Paving, Inc.as secondary vendor.

Daniel Bitner

Director of Street Operations

PW/Street Division

Print/Type Name

Print/Type Title

Department

CITY OF BLOOMINGTON BID FORM

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	MIXED WINTER STOCKPILE COLD MIX (B.C.A.)	+/- 200	TONS	BITUMINOUS MATERIAL COLD MIX*	\$ 140.00	\$ 28,000.00
2.	HOT ASPHALTIC SURFACE MIX #9 OR #11	+/- 20,000	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 56.50	\$ 1,130,000.00
3.	HOT ASPHALTIC INTERMEDIATE MIX #8 OR #9	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 56.00	\$ 11,200.00
4.	HOT ASPHALTIC BASE MIX #5	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 55.50	\$ 11,100.00
5.	TACK OIL	+/- 2,500	GALS	TACK OIL	\$ 4.00	\$ 10,000.00

*Per INDOT Specifications Section 400 ASPHALT PAVEMENTS detailed specifications. Other sections may be applicable for conformance to complete specifications. It is the responsibility of the supplier to ensure they familiarize and understand all requirements for material bidding, and disqualification may occur at the discretion of the Board of Public Works should a supplier or their material does not meet the requirements.

BITUMINOUS MATERIALS RECYCLED ASPHALT PRODUCT (RAP)

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	CREDIT UNIT PRICE	TOTAL CREDIT AMOUNT
1.	RECYCLED ASPHALT PRODUCT (RAP)	+/- 8,000	TONS	BITUMINOUS MATERIAL MILLINGS AND/OR ASPHALT CHIPS	\$ 7.00	\$ 56,000.00

CITY OF BLOOMINGTON BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

BITUMINOUS MATERIALS, TACK OIL, RECYCLED ASPHALT

(PLEASE TYPE OR PRINT MATERIAL NAME)

2/9/2026

(DATE)

1. Governmental Unit: City of Bloomington Board of Public Works

2. County: Monroe

3. Bidder (Firm): MILESTONE CONTRACTORS, L.P.

Address: 3110 N WESTBURY VILLAGE DR

City/State/Zip Code: BLOOMINGTON, IN 47404

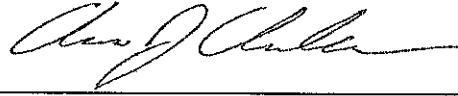
4. Telephone Number: 812-330-2037

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) City of Bloomington Board of Public Works. In Accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The Contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he/she has not offered nor received a less price than that price stated in his/her bid for the materials included in said bid. Bidder further agrees that he/she will not withdraw his/her bid from the office in which it is filed. A certified check or bond will be

filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as case may be.



SIGNATURE OF BIDDER OR AGENT

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of this bid format:

CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
---------------	----------	------	-------------	------------	--------

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
 COUNTY OF MONROE)

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership representative represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

MILESTONE CONTRACTORS, L.P.

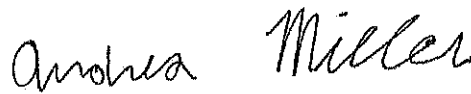
BIDDER (FIRM)



SIGNATURE OF BIDDER OR AGENT

Subscribed and sworn to me this day of 20
9TH FEBRUARY 26

My Commission
 Expires: 12/8/2033



Notary Public

County of Residence: JOHNSON

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of City of Bloomington Board of Public Works hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery of the price quoted for the materials stipulated in said bid.

BOARD OF PUBLIC WORKS MEMBERS:

Kyla Cox Deckard, PRESIDENT

Elizabeth Karon, VICE PRESIDENT

James Roach, SECRETARY

CITY OF BLOOMINGTON BID FORM

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	MIXED WINTER STOCKPILE COLD MIX (B.C.A.)	+/- 200	TONS	BITUMINOUS MATERIAL COLD MIX*	\$ 135.00	\$ 27,000.00
2.	HOT ASPHALTIC SURFACE MIX #9 OR #11	+/- 20,000	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 58.50	\$1,170,000.00
3.	HOT ASPHALTIC INTERMEDIATE MIX #8 OR #9	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 55.50	\$11,100.00
4.	HOT ASPHALTIC BASE MIX #5	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 54.00	\$10,800.00
5.	TACK OIL	+/- 2,500	GALS	TACK OIL	\$ 5.00	\$12,500.00

*Per INDOT Specifications Section 400 ASPHALT PAVEMENTS detailed specifications. Other sections may be applicable for conformance to complete specifications. It is the responsibility of the supplier to ensure they familiarize and understand all requirements for material bidding, and disqualification may occur at the discretion of the Board of Public Works should a supplier or their material does not meet the requirements.

BITUMINOUS MATERIALS RECYCLED ASPHALT PRODUCT (RAP)

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	CREDIT UNIT PRICE	TOTAL CREDIT AMOUNT
1.	RECYCLED ASPHALT PRODUCT (RAP)	+/- 8,000	TONS	BITUMINOUS MATERIAL MILLINGS AND/OR ASPHALT CHIPS	\$-6.00	\$-48,000.00

CITY OF BLOOMINGTON BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS**BITUMINOUS MATERIALS, TACK OIL, RECYCLED ASPHALT**

(PLEASE TYPE OR PRINT MATERIAL NAME)

February 9, 2026

(DATE)

1. Governmental Unit: City of Bloomington Board of Public Works2. County: Monroe

3. Bidder (Firm):

E&B Paving, LLC

Address:

2520 W Industrial Park Drive

City/State/Zip Code:

Bloomington, IN 47404

4. Telephone Number:

812-334-7940

5. Agent of Bidder (if applicable):

Garrett Gough

Pursuant to notices given, the undersigned offers bid(s) City of Bloomington Board of Public Works. In Accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The Contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he/she has not offered nor received a less price than that price stated in his/her bid for the materials included in said bid. Bidder further agrees that he/she will not withdraw his/her bid from the office in which it is filed. A certified check or bond will be

filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as case may be.



SIGNATURE OF BIDDER OR AGENT

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of this bid format:

CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
---------------	----------	------	-------------	------------	--------



NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
 COUNTY OF MONROE)

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership representative represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.



E&B Paving, LLC

BIDDER (FIRM)

[Handwritten Signature]

SIGNATURE OF BIDDER OR AGENT

Subscribed and sworn to me this 9th day of February 20 26

My Commission Expires: March 5, 2028

County of Residence: Madison

[Handwritten Signature]

Notary Public



ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of City of Bloomington Board of Public Works hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery of the price quoted for the materials stipulated in said bid.

BOARD OF PUBLIC WORKS MEMBERS:

Kyla Cox Deckard, PRESIDENT

Elizabeth Karon, VICE PRESIDENT

James Roach, SECRETARY

Board of Public Works

Staff Report

Project/Event: Asset Condition Project Imagery
Petitioner/Representative: Public Works Department - Street Division
Staff Representative: Dan Bitner, Director of Street Operations
Meeting Date: February 24, 2026

In December of 2024 the Board of Public Works approved a project that had a contractor (IMS) collect current asset conditions for street, alley and sidepath pavement, sidewalks and signage via direct field reconnaissance. The photo images of these assets that were collected during the project are currently hosted on a web hosted data viewing software platform by IMS.

The original contract with IMS included hosting these project photo images and making them available to the Public Works Department for a total of 3 months. The Public Works Department would like to continue maintaining access to these project photo images for an additional 12 month period in order to compare, contrast and reference the real-time asset conditions that were collected by IMS in the field. Like all of the IMS project deliverables, these photos would be available to view by both City staff and the general public alike.

☒ IMS \$ 2,480



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works Department
DATE: 2/24/2026

RE: 12 month web hosting software platform renewal for access to the real-time asset condition project photo images.

Contract Recipient/Vendor Name:	IMS
Department Head Initials of Approval:	Adam Wason
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Dan Bitner
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>	26-120 (amending 24-756)
Due Date For Signature:	2/24/2026
Expiration Date of Contract:	12/31/2026
Renewal Date for Contract:	None
Total Dollar Amount of Contract:	\$2,480.00 (Total NTE now 229,896.00)
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: A 12 month extension of the web hosted data viewing software platform to maintain access to all of the real-time photo images of asset conditions for street, alley, and sidepath pavement, sidewalks and street signage that were collected via the field reconnaissance project in 2025.

**AMENDMENT TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND IMS**

WHEREAS, in December of 2024, the City of Bloomington Public Works Department (the “Department”) and IMS (“Contractor”) entered into a Service Agreement (“2025 Agreement”) for o services, attached hereto and incorporated by reference as Attachment A; and

WHEREAS, the Agreement’s total not-to-exceed amount was set for \$227,416 and was set to expire on December 31, 2025; and

WHEREAS, the Parties have continued to operate under the 2025 Agreement, as though still in full force and effect; and

WHEREAS, Contractor has not provided all deliverables to Department; and

WHEREAS, Department wishes for Contractor to retain certain images for an additional year beyond the requirements of the 2025 Agreement.

NOW, THEREFORE, the parties hereto mutually agree to amend the Agreement to include as follows:

1. The recitals are incorporated into this Amendment, by reference.
2. The 2025 Agreement has and continues to be in effect.
3. The 2025 Agreement and this Addendum shall remain in effect until December 31, 2026.
4. Contractor shall provide additional services, as indicated in the quote attached as Exhibit B.
5. The amount for the additional work shall be amended to include an addition Two Thousand Four Hundred and Eighty dollars (\$2,480.00), bringing the total not to exceed amount of the Agreement to Two Hundred and Twenty Nine Thousand Eight Hundred and Ninety Six Dollars (\$229,896.00).
6. All other terms of the 2025 Agreement not expressly modified herein remain in full force and effect.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the last date indicated on the signature lines below.

CITY OF BLOOMINGTON

CONTRACTOR: IMS

Margie Rice, Corporation Counsel DATE

Signature, DATE

CITY OF BLOOMINGTON PUBLIC WORKS

Printed Name, Title

Adam Wason, Director DATE

BOARD OF PUBLIC WORKS

Elizabeth Karon, President DATE

EXHIBIT A

2025 Agreement

Exhibit B

Updated Quote

EXHIBIT A

SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON, DEPARTMENT OF PUBLIC WORKS, STREET DIVISION AND INFRASTRUCTURE MANAGEMENT SYSTEMS (IMS)

This Agreement by and between the City of Bloomington, Department of Public Works, Street Division through the Board of Public Works (the "Department"), and International Cybernetics Company, LP d/b/a IMS Infrastructure Management Services ("Contractor") is effective upon execution by both parties.

Article 1. Scope of Services Contractor shall perform the following services: provide updated asset condition survey of street, sidepath, alley, sidewalk/curb ramps and street signage. The work will be performed via field inspections and the use of Light Detection and Ranging (LiDAR) technology. These asset condition assessments will encompass the entire public street network within the City of Bloomington boundaries, as well as associated sidewalks, sidepaths/curb ramps, alleys and street signage. Once the survey is completed, contractor will upload all collected asset condition data to both the City's Geographic Information Systems mapping software and asset management software systems. Upon the conclusion of the project, the contractor will also provide a virtual presentation of project data and conclusions to the City Council. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before, December 31, 2025 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joe VanDeventer, Director of Street Operations. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Hundred Twenty-Seven Thousand Four Hundred and Sixteen Dollars (\$227,416.00). Contractor shall submit invoices to the Department upon the completion of data collection for the different asset classes. The invoice shall be sent to: Joe VanDeventer, Director of Street Operations, Street Division, City of Bloomington Public Works Department, PO Box 100, 401 N. Morton Street, Suite 120, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its

designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Retainage and Escrow For contracts in excess of \$100,000 and for which Contractor requesting progressive payments, the retainage amount withheld shall be held by Board of Public Works ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

The escrow agent or the Board shall hold the retainage until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. **If the Board held the retainage, no interest will have been earned or will be payable.** However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract.

Article 7. Schedule Contractor shall perform the Services according to the following schedule: Contractor shall complete the Services required under this Agreement on or before December 31, 2025. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 8. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of

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

Article 9. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 10. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 11. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 12. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 13. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) Comprehensive General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Umbrella/Excess Liability with a required limit of \$1,000,000. In addition, if the Contractor receives payment from the City of Bloomington and/or has access to critical City data, Contractor shall also have the following: a) Cyber Attack and Cyber Extortion: computer attack limit (annual aggregate) of \$1,000,000; sublimit (per occurrence) for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000; b) Network Security Liability: limit (annual aggregate) of \$1,000,000; and deductible (per occurrence) of \$10,000; c) Electronic Media Liability: limit (annual aggregate) of 1,000,000; and deductible (per occurrence) of \$10,000; and d) Fraudulent Impersonator Coverage: limit (annual aggregate) of \$250,000; and deductible (per occurrence) of \$5,000. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, Worker's Compensation policies and Umbrella/Excess Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's

will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 14. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 16. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 17. Assignment Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 18. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 19. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 20. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 21. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 22. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not

knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 23. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington Public Works, Attn: Joe VanDeventer, PO Box 100, 401 N. Morton St., Suite 120, Bloomington, Indiana 47402.

Contractor: Infrastructure Management Systems, Attn: Jim Tourek, 10630 75th Street, Largo, FL 33777, (480) 741-1847, jtourek@icc-ims.com.

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

Article 24. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 25. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Signed by:

Margie Rice

70B1F031F43E4C6

Margie Rice, Corporation Counsel

IMS Infrastructure Management Services

John Till

Digitally signed by John Till
DN: cn=John Till, c=US, o=ICC-
IMS, ou=ICC-IMS, email=jtill@icc-
ims.com
Date: 2024.12.18 10:43:16 -0500

John Till, CFO

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason
Adam Wason, Director

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

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Pinellas)SS:
)

AFFIDAVIT

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

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

Michael Nieminen
Signature

Michael Nieminen
Printed Name

STATE OF FLORIDA)SS:
COUNTY OF Pinellas)

Before me, a Notary Public in and for said County and State, personally appeared Michael Nieminen and acknowledged the execution of the foregoing this 10th day of December, 2024.

Lois Mary Somers My Commission Expires: Feb. 15, 2025
Notary Public's Signature

Lois Mary Somers County of Residence: Pinellas
Printed Name of Notary Public Commission Number: HH 93451

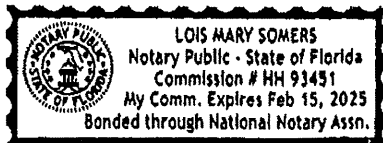


EXHIBIT B

STATE OF FLORIDA)
COUNTY OF Pinellas) SS:

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this 10th day of December, 2024.

Vendor:

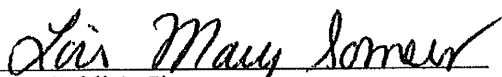
By: 

Michael Nieminen, CEO

International Cybernetics Company, LP
dba IMS Infrastructure Management Services

STATE OF FLORIDA)
COUNTY OF Pinellas) SS:

Before me, a Notary Public in and for said County and State, personally appeared Michael Nieminen and acknowledged the execution of the foregoing this 10th day of December, 2024.


Notary Public's Signature

My Commission Expires: Feb. 15, 2025

Lois Mary Somers
Printed Name of Notary Public

County of Residence: Pinellas

Commission Number: HH 93451

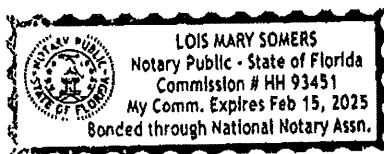


EXHIBIT "C"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the CEO of International Cybernetics Company, LP dba IMS
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: Click here to enter text.
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: Click here to enter text.
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Michael Nieminen
Signature

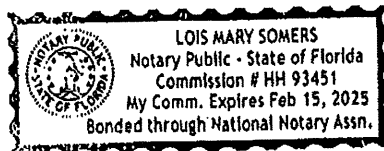
Michael Nieminen
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Pinellas)

Before me, a Notary Public in and for said County and State, personally appeared Michael Nieminen
and acknowledged the execution of the foregoing this 10th day of December, 2024.

My Commission Expires: Feb. 15, 2025

County of Residence: Pinellas



Lois Mary Somers
Notary Public

Lois Mary Somers
Name Printed

HH 93451
Commission Number

WORKFORCE BREAKDOWN FORM

COMPANY NAME

International Cybernetics Company, LP

ADDRESS

10630 75th St, Largo, FL 33777

REPRESENTATIVE

Brenna Maby, Human Resources Manager

TELEPHONE

480-865-2583

Position, Title Class or Category	Total Number Employees in Each Position	Total Number Minority	Percent of Total	Total Numbe r Female	Percent of Total	Total Number with Disabilities	Percent of Total
Executive	4	1	25	1	25	0	0
Managers	2	0	0	2	50	0	0
Professionals	21	6	28.5	4	19	0	0
Technicians	33	6	18	8	24	0	0
Sales	9	1	11	1	11	0	0
Administrative	7	1	14	5	71	0	0
Craft Workers	7	1	14	0	0	0	0

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

December, 17, 2024

Date

Brenna Maby

Human Resources Manager

Signature and Title of Representative

EXHIBIT B



2/4/2026

City of Bloomington, Indiana
Nate Nickel, Business & Data Manager
Email: nickelsn@bloomington.in.gov
Phone: 812-349-3410

Re: Bloomington, IN [2026 Inform Renewal: Streets+Sidewalks]

Dear Nate,

ICC-IMS is pleased to present this fee proposal and agreement for our web hosted data viewing software, Inform™, for Bloomington. As an industry leader with five decades of pavement and asset management experience, we enable data-driven decision-making, ensuring that your agency's maintenance and rehabilitation funding results in the highest return on investment.

Pricing

Price Table					
Name	Qty.	Units	Price	Disc.	Total Price
Inform: Streets & Sidewalks (400-800 miles, Including Data Hosting)	1	Lump Sum	\$4,960.00		\$4,960.00
Discount Consideration (2025-26 Project Delays)	1	Lump Sum	-\$2,480.00		-\$2,480.00
			2026 Inform Fee:		\$2,480.00

Please do not hesitate to contact me with any additional questions at (480) 741-1847 or by email at jtourek@icc-ims.com.

Best regards,

**International Cybernetics Company, LP d/b/a
IMS Infrastructure Management Services**

Jim Tourek, Client Services Manager



10630 75th Street
Largo, FL 33777



+1 727-547-0696



www.icc-ims.com

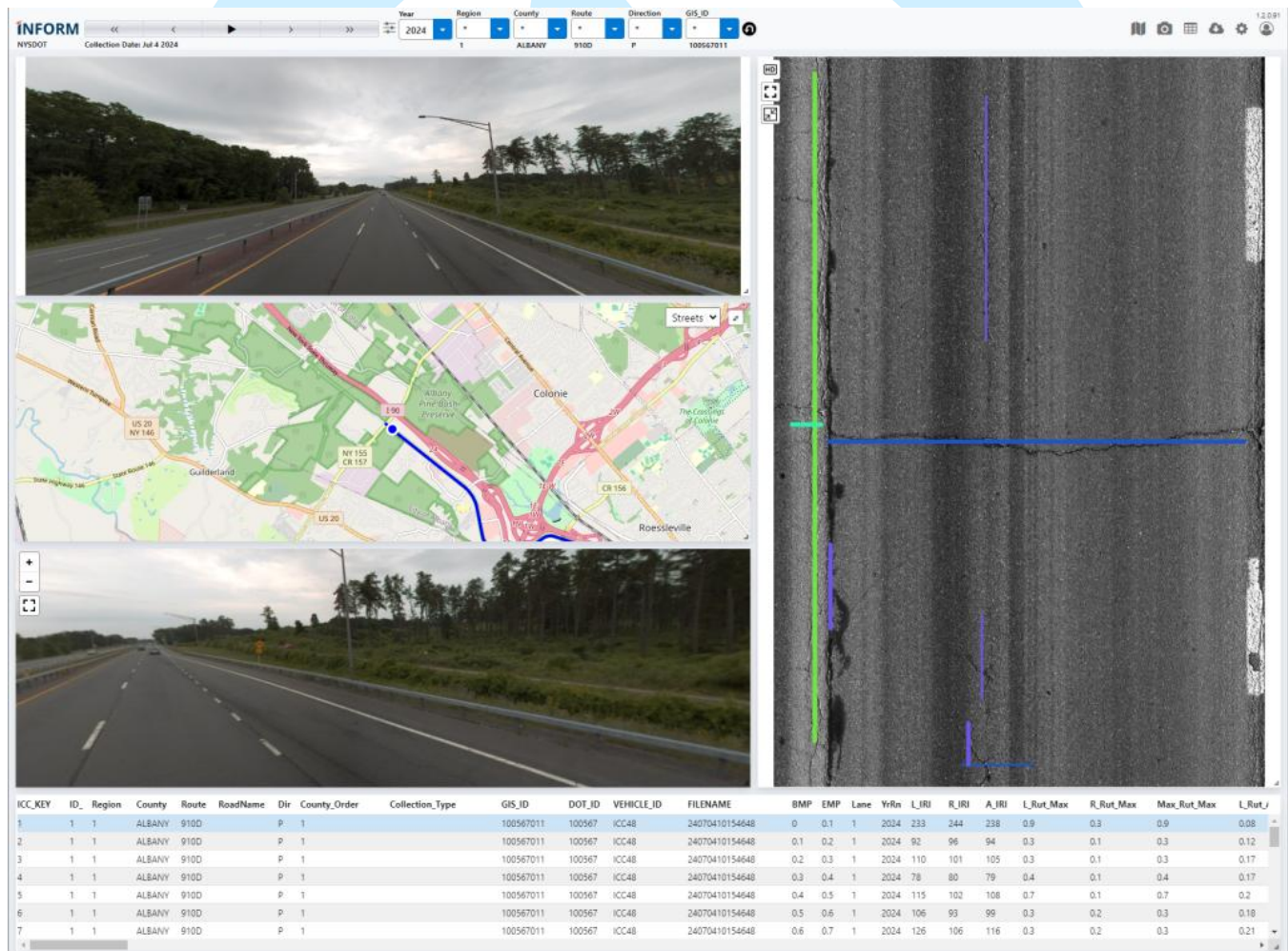


Inform™ Pavement Data Visualization and Analysis Software

ICC-IMS offers a convenient, web-based software for viewing pavement condition data and right-of-way images. Our cloud-hosted visualization and analysis software Inform™ enables agencies to access and review all collected pavement data, including cracking, rutting, and roughness together, in a geocentric environment. The software is fast, intuitive, and the simplest way to make valuable images available to every user, saving field visits and time.

Inform's map allows the user to view all roads at once and zoom to select any road

Inform allows each user to customize their workspace, automatically saves the view for each user when they logout, and restores the view when they log back in. Users can toggle and arrange ROW images, pavement images, maps, and tables in any desired layout. Users can pull up detailed data for a route with measures such as IRI, rutting, cracking, and other distresses.



10630 75th Street
Largo, FL 33777



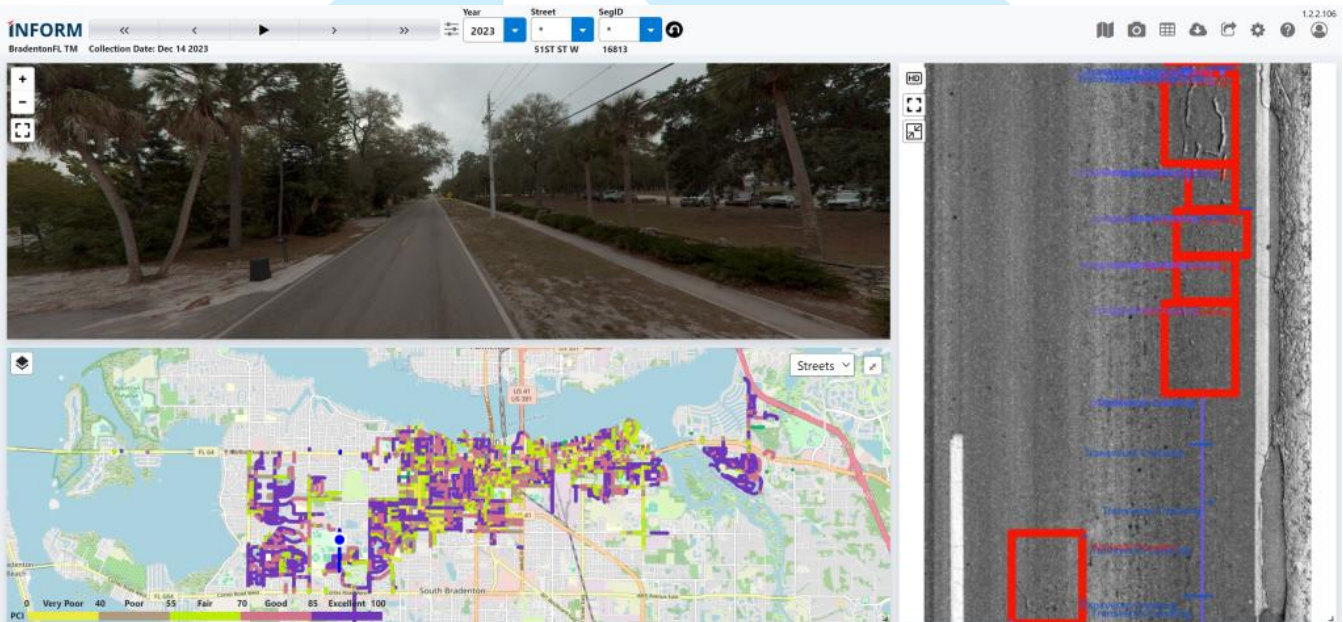
+1 727-547-0696



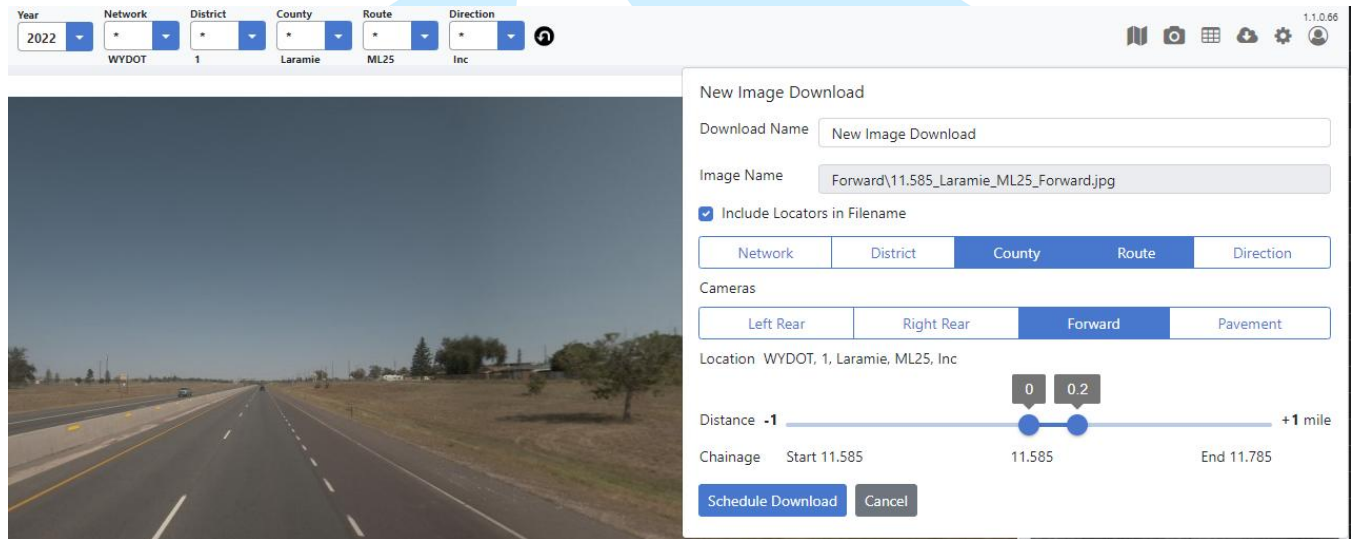
www.icc-ims.com

Users can step forward/back by one frame, play forward/back continuously, change playback speed, turn distress layers on and off on the pavement view, turn around to other direction (U-turn button), view crossfall (cross-slope), and change the year to bring up historical imagery at the same location (if available). The map can be toggled to show street name basemaps or aerial imagery together with collected paths. The entire state's road network can be accessed at once on the map.

Inform™ provides color coded roads by condition values like PCI, PSCI, Roughness (IRI), Rutting Index and more. This allows for insights at a glance and effective reporting to decision makers.



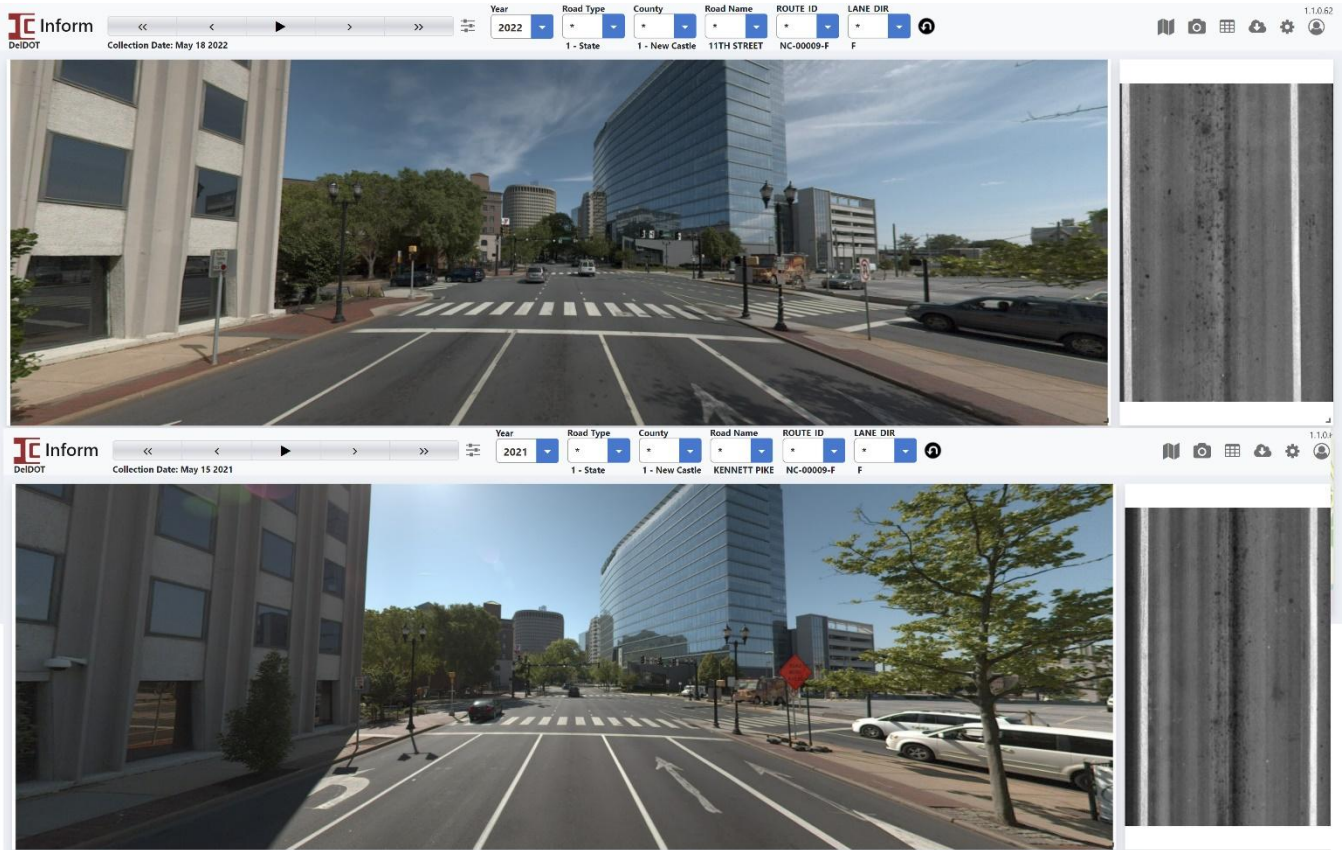
The viewer also allows users to extract and download a subset of images using the convenient Image Downloader tool. This feature allows the user to start from any location and download up to one (1) mile of images before and after the current location. Users can name the images based on City locators such as district, county, road, direction, and map point. The camera view(s) to be extracted can also be defined. The download will be queued up for processing. In the background (on the server side), the application will build a convenient ZIP archive and present it to the user for download on the Image Downloads page when it is ready. This feature allows any authorized user to distribute images easily to personnel outside the organization.



Screenshot of image downloader within Inform

For a video overview of Inform and additional snapshots and information, visit our webpage via the QR code below or at www.icc-ims.com/our-software/inform/





Easily access multiple cycles of historical images and data via the year dropdown.

"Inform has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels." —**Robert Bush, Program Manager, Arizona DOT**



10630 75th Street
Largo, FL 33777



+1 727-547-0696



www.icc-ims.com



Company Profile

IMS Infrastructure Management Services – now powered by International Cybernetics Company (ICC) – has revolutionized roadway infrastructure management since 1975. With the 2022 merger of IMS and ICC, the IMS team of infrastructure consultants is now backed by ICC's industry-leading data acquisition technologies. We take pride in having one of the industry's largest fleets of advanced pavement, sidewalk, and right-of-way asset data collection systems.



Over the past five years, we have made a \$5 million investment in enhancing our Unify™ software suite, solidifying our position as an industry leader in providing fully integrated, end-to-end data collection, processing, and visualization tools. Our advanced systems – combined with our rigorous approach to quality control – empower us to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time. The actions that we have taken over the past five years illustrate our continued commitment to improving data quality while simultaneously reducing data collection costs for our clients.

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments.
- Non-destructive pavement testing and analysis.
- Pavement management system implementation and training.
- Pavement management plan development and presentation.

In addition to pavement management services, IMS offers complementary services such as:

- Right-of-way asset inventory development using 360-degree imagery and mobile Lidar.
- Sidewalk and Americans with Disabilities (ADA) and PROWAG non-compliance surveys.
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS.

Welcome to the new era of infrastructure management, where consulting services are powered by advanced technologies. ***Together, IMS – now powered by ICC – are paving the way forward!***



10630 75th Street
Largo, FL 33777



+1 727-547-0696



www.icc-ims.com

Approval

AGREED AND ACCEPTED

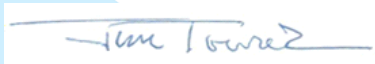
CLIENT SIGNATURE (City of Bloomington, IN)

ICC-IMS SIGNATURE

Date: _____

Date: 2/07/2026

By: _____

By: 

Printed Name: _____

Printed Name: Jim Tourek

Title: _____

Title: Client Services Manager



Hosting Agreement

THIS HOSTING AGREEMENT ("Agreement") is a contract between the person or entity ("Customer" or "you") using the Services (defined below) and International Cybernetics Company, LP d/b/a IMS Infrastructure Management Services (where applicable), a Delaware limited partnership, International Cybernetics Canada, Inc., an Ontario, Canada corporation (where applicable) ("Company" or "us"), and applies to Customer's use of the Company's Services. Customer must read, agree with, and accept all the terms and conditions contained in this Agreement. The Company may amend this Agreement at any time by posting a revised version on its website. All amendments shall be effective as of the commencement of the Term (defined below) immediately following the Term in which the amendment was posted.

1. Provision of Services.

The Company agrees to provide services ("Services") to Customer in accordance with the options requested by Customer by clicking through the options on the Company's website, by Customer's payment for the Services, by Customer's compliance with this Agreement, and by the delivery of Services by the Company. The provision of the Services shall commence once the Company has received Customer's initial payment for the Services. [Customer warrants and represents that Customer shall use the Services only for lawful purposes. "Customer Materials" shall mean GIS data, specifications and parameters provided by the Customer or the Company, and hosted on the Company servers.

2. Agreement Term.

The initial term of this Agreement shall be from the date of Customer's initial payment for one year until year anniversary of paid annual period. The term of this Agreement ("Term"), after the initial term, shall be for one year until the subsequent year anniversary of initial payment.

3. Automatic Renewal.

Only if payment is timely made or the Parties otherwise agree, this Agreement shall renew automatically at the end of the prior Term unless terminated either by Customer or the Company as provided herein.

4. Termination without Cause.

Customer may terminate this Agreement at any time, for any reason, by emailing the Company's billing department with Customer's cancellation request and reason for cancellation to financeadmin@icc-ims.com. THE COMPANY SHALL NOT REFUND AMOUNTS ALREADY BILLED FOR THE TERM IN WHICH CUSTOMER TERMINATES THIS AGREEMENT. ALL CUSTOMER MATERIALS AND ACCOUNT SETTINGS, INCLUDING, BUT NOT LIMITED TO, IMAGES AND DATABASES ARE IRREVOCABLY DELETED UPON ACCOUNT TERMINATION. The Company may terminate this Agreement at any time, for any reason, by (a) providing written or electronic mail notice of termination to Customer's e-mail contact address no less than fifteen (15) days prior to the end of the then current Term; and (b) refunding or not charging Customer for the annual services charge for the year in which the Company services terminate. Customer can request a copy of images and database to be delivered on hard drives for a standard fee.

5. Termination for Cause.

Termination for non-payment shall occur on the thirtieth (30th) day following the due date. All of Customer's rights and obligations shall cease upon termination of this Agreement.

CUSTOMER AGREES TO MAINTAIN AND KEEP CURRENT ALL CONTACT INFORMATION FOR CUSTOMER'S ACCOUNT(S) WHICH IS(ARE) STORED WITHIN COMPANY SERVERS. FAILURE TO MAINTAIN OR KEEP CURRENT ALL CONTACT INFORMATION SHALL BE A VALID GROUND FOR COMPANY TERMINATION OF SERVICES FOR CAUSE. IF THE COMPANY TERMINATES CUSTOMER'S ACCOUNT FOR A VIOLATION OF THIS AGREEMENT OR THE COMPANY'S ACCEPTABLE USE POLICY (SET FORTH ON SCHEDULE 1), THE COMPANY SHALL NOT BE REQUIRED TO REFUND TO CUSTOMER ANY AMOUNTS BILLED TO CUSTOMER FOR THE YEAR IN WHICH THE COMPANY SERVICES TERMINATE.

TERMINATION FOR MATERIAL BREACH OF THIS AGREEMENT BY CUSTOMER MAY BE IMMEDIATE, EFFECTIVE UPON DELIVERY OF NOTICE TO CUSTOMER.

6. Payment Terms.

Customer agrees to be billed for all recurring and one-time charges, including late and termination charges, for the Services ordered by Customer and any fees Customer owes to the Company. Payments for the upcoming Term (i.e. year of Service) are due on the "Payment Due Date" set forth above. All inquiries regarding the Company's billing for its services should be sent to the email address set forth above.

8. Taxes.

The Company shall not be liable for any taxes and other governmental fees to be paid which are related to purchases made by Customer or from the Company's server. Customer agrees to

be fully responsible for all taxes and fees of any nature associated with products or services sold through the use of or with the aid of the Services.

9. Materials and Products.

Any material and data Customer provides to the Company in connection with the Services shall be in a form requiring no additional manipulation on the part of the Company. The Company shall make no effort to validate this material or data for content, correctness, or usability. Material or data that is not in this condition shall be a breach of this Agreement. The Company is not responsible for updates to Customer provided materials without a specified work order which will be accompanied by a quoted fee.

10. Liability; No Warranty; Limitation of Damages; Customer Obligations.

CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK.

The Company, its agents, affiliates, licensors or the like, do not represent or warrant, expressly or impliedly, that the Services will not be interrupted or error free; neither do they make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy, reliability, or content of any information service or merchandise contained in or provided through the Services, unless otherwise expressly stated in this Agreement. THE COMPANY, ITS OFFICERS, AGENTS, OR ANYONE ELSE INVOLVED IN PROVIDING THE SERVICES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES; OR FOR ANY DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THE COMPANY'S RECORDS, PROGRAMS, OR SERVICES.

The Company will exercise no control over the content of the information passing through the Company's network except those controls expressly provided herein.

The Company makes no warranties or representations of any kind, express or implied, for the Services. The Company also disclaims any warranty of merchantability or fitness for a particular purpose and will not be responsible for any damages that may be suffered by Customer, including loss of data resulting from delays, non-deliveries, or service interruptions by any cause or due to your errors or omissions. Any information obtained from the Company is to be used at Customer's own risk, and the Company specifically denies any responsibility for the accuracy or quality of information obtained through the Services. The Company expressly limits its damages for any non-accessibility time or other downtime to the penalties listed in this Agreement. The Company expressly limits its responsibility for any damages arising as a consequence of such unavailability.

Customer is solely responsible for the Customer Materials. The Customer must ensure that it has all the necessary rights and permissions to the use the Customer Materials in connection with the Services. The Customer shall comply, and ensure the Customer Materials complies, with: all applicable laws and regulations with respect to its activities under this Agreement and the Acceptable Use Policy; (b) at its own cost apply for, possess and maintain any authorizations, permissions, licenses, consents, registrations and/or permits which are required to enable it to conduct its business, use the Services, use the Customer Materials in connection with the Services and comply with its obligations under this Agreement; and (c) be responsible for implementing all necessary business continuity and disaster recovery plans in relation to the Customer Materials. For the avoidance of doubt, the Company's only responsibility regarding service uptime is in accordance with the Service Levels and properly configuring and using the Hosting Services and taking steps to maintain appropriate security, protection and backup of the Customer Materials, which may include the use of encryption technology to protect the Customer Materials from unauthorized access and routine archiving of the Customer Materials. The Customer shall not store, distribute or transmit any virus, or any material on the Customer Materials or on the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activities; modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services (except to the extent software included in the Services are provided to Customer under a separate license that expressly permits the creation of derivative works); or access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas.

11. Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights.

Except for rights expressly granted herein, this Agreement does not transfer any intellectual or



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other property or proprietary right to Customer. Customer agrees that all right, title, and interest in any product or service provided to Customer is the Company's. These products and services are only for Customer's use in connection with the Services as outlined in this Agreement.

Customer expressly warrants to the Company that Customer has the right to use any material which Customer uses, posts, or otherwise transfers to the Company servers, whether patented, copyrighted, trademarked, or otherwise.

12. Servers Availability.

The Company is fully committed to providing quality service to all customers. To support this commitment, the Company provides the following commitments and tools related to this Agreement.

Application (Web) Server.

(a) **Availability.** The Company guarantees a 99.9%¹ monthly average of scheduled availability of its Application (Web) Servers. Application (Web) Server availability is defined as Customer's ability, via web browser, to login and view the application.

(b) **Monitoring.** To verify that the server is available, the Company will ping the HTTP service on the server by retrieving HTTP headers every 5 minutes with a 30-second threshold. If an HTTP service does not respond, the server is considered non-operational and is automatically rebooted. If rebooting the server does not solve the problem, it is immediately escalated to the Support Center.

In cases where two or more consecutive HTTP tests fail, the server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than 5 minutes in duration is not recorded. The Company calculates server uptime based on this type of server monitoring.

Network Availability.

Network availability is defined as the Company's network's ability to pass incoming and outgoing TCP/IP traffic. A server's unavailability caused by network unavailability is not included in server uptime. Interruptions of service due to problems on the backbone or on the Customer's portion of the network are beyond the Company's control and are not included in uptime calculations. Interruptions of service caused by denial of service or similar attacks are beyond the Company's control and are not included in uptime calculations.

Scheduled Maintenance.

To guarantee optimal performance of the servers, the Company will perform maintenance on the servers on a routine basis. Such maintenance often requires taking Company servers off-line. Company reserves two hours of server unavailability per month for maintenance purposes. This server unavailability is not included in server uptime calculations. The maintenance typically is performed during off-peak hours. Company provides Customer with advance notice of maintenance whenever possible.

Penalty For Non-Compliance.

(a) **Application Server Availability.** Upon Customer's notice to the Company, if availability of any server for the month is below the guaranteed level, the Company may refund to Customer, a pro rated portion of the fee for the month during which such loss of server availability occurred.

To receive the refund, Customer must specifically request it during the month following the month for which the refund is requested. Customer must provide all dates and times of server unavailability along with Customer's account username. This information must be submitted to the Company Support Department. The Company will compare information provided by Customer to the server availability monitoring data that the Company maintains. A refund is issued if the unavailability warranting the refund is confirmed.

(b) **Maximum Total Penalty.** The total refund to Customer for any Service shall not exceed 50% of the monthly fees charged to that Service during the month for which the refund is to be issued.

(c) Credits may not be issued if Customer account is past due, suspended, or pending suspension.

14. Ownership of Data.

All Customer Materials and data (a) created by Customer and/or (b) stored by Customer within Company's applications and on the Company's servers are Customer's property and is for Customer's exclusive use unless access to such data is permitted by Customer. The Company shall allow access to such data by authorized Company personnel and shall provide access in compliance with the Company's Privacy Policy. The Company makes no claim of ownership of

any web server content, e-mail content, or any other type of data contained within the Customer's server space and applications on the Company's servers.

15. Data Integrity.

The Company employs sophisticated techniques to ensure the integrity of the data on its servers, and the data is written to two disks simultaneously to prevent data loss in the event of hardware failure, using Microsoft Azure's locally redundant storage (LRS). The Company reserves the right to place accounts on servers as necessary. Routine backups are performed for emergency recovery purposes only. THE COMPANY SHALL NOT RESTORE THE DATA UPON CUSTOMER'S REQUEST. Web server raw log files are not included in the backups and cannot be recovered during server restoration.

In the event of data corruption, hardware failure or other data loss, the Company will make efforts to restore lost or corrupted data from server backups. The Company shall not be responsible for lost data or site content. The Company recommends that Customer maintain a copy of all data uploaded or stored on the Company servers.

16. Customer Responsibilities.

Customer is responsible for and must provide all electronic devices, computers, software, hardware, and other services necessary to access the Company servers. The Company makes no representations, warranties, or assurances that Customer's equipment will be compatible with the Company's servers.

To access the Company Services Customer must provide to the Company the following minimum requirements:

- (a) an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading;
- (b) a fully functional Internet browser

17. Technical Support.

The Company provides Customer with technical support on setup of Customer's account on one or more of the Company's servers, access, and other server related issues to the primary technical contact free of charge. The Company does not provide support for web applications, third party software, scripts, or components from third parties or developed by Customer. The Company's servers are monitored 24 hours per day, 7 days per week, 365 days per year and support agents are available via the support portal and telephone number as posted in the support page on the Company's website. In the event of a service request: (a) please send the Company a message with the full description of the problem and Customer's account username; and (b) do not send multiple messages on the same issue. Email issues must be addressed to the appropriate email account specified in the support section of the Company's website. Email containing support issues sent to other departments such as billing or sales may not be answered.

18. Escalation.

If Customer is dissatisfied with the Company's Service or if Customer is unable to resolve a technical support issue within the parameters outlined in this Agreement please contact the Company via the support portal and telephone number as posted in the support page on the Company's website. The Company will review the Customer's concerns, investigate, and use best efforts to respond to Customer within two (2) business days. As issues may be complex or require extensive investigation, the foregoing response time does not imply that a resolution is guaranteed within said one (1) business day.

19. Data Retention.

THE COMPANY SHALL NOT RETAIN ANY OF CUSTOMER'S DATA AFTER ACCOUNT TERMINATION. ALL DATA IS DELETED (A) FROM THE SERVERS AT THE TIME THE ACCOUNT IS TERMINATED AND (B) FROM BACK-UPS DURING SCHEDULED BACK-UP ROTATION. THE COMPANY SHALL NOT RESTORE, "BURN" TO CD, COPY TO HARD DRIVE, OR SEND OUT ANY DATA PERTAINING TO TERMINATED ACCOUNTS.

20. Age.

Customer expressly represents and warrants that Customer and any person to whom Customer grants access to Customer's account has reached the age of eighteen.

21. Indemnification.

Customer agrees that Customer shall defend, indemnify, save, and hold the Company harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against the Company, its agents, servants, officers, and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Customer, or Customer's agents, employees, or assigns. Customer agrees to defend, indemnify, and hold harmless the Company against liabilities arising out of:



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- (i) any injury to person or property caused by any products sold or otherwise distributed in connection with the Services;
- (ii) any material supplied by Customer infringing or allegedly infringing on the property or proprietary rights of a third party;
- (iii) copyright infringement; and
- (iv) any defective product which Customer sold or distributed by means of the Services.

Customer agrees that the liability limit of the Company shall in no event be greater fifty percent (50%) than the aggregate dollar amount which Customer paid during the term of this Agreement (as renewed from time to time); provided, however, the aggregate amount shall not exceed a total of one years' fees for the Services.

22. Miscellaneous.

Governing Law; Jurisdiction; Forum: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflicts of laws or principles. You agree, in the event any suit is brought in connection with the Company's provision of the Services to Customer, to submit to the exclusive jurisdiction of the State of Florida, and agree to the Federal and State courts located in Florida as the sole and appropriate forum(s) or if end user is a government agency, jurisdiction in which the agency geographically located or resides in is acceptable..

Severability: In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

Waiver: No waiver by the Company of any breach by Customer of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver shall be effective unless it is in writing and then only to the extent expressly set forth in such writing.

Entire agreement: This Agreement, together with the Company's Acceptable Use Policy, Digital Millennium Copyright Act Policy, and any other document entered into between Customer and the Company, shall constitute the entire agreement between Customer and the Company.

Acceptable Use Policy

This Acceptable Use Policy sets out the prohibited uses of the Services and applies to the Customer and end users of the Customer services and products.

The Customer and End Users may use the Services only for lawful purposes. The Customer and End User must not use the Services:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam);
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- to access without authority, interfere with, damage or disrupt any part of the Services or any equipment or network associated with the Services;
- any software used in the provision of the Services; or
- any equipment or network or software owned or used by any third party in connection with the Services.

Customer Material must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;

- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from the Company; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Website Policy

International Cybernetics Company, LP (the "Company") respects the intellectual property rights of others and expects our users to do the same. To that end, in accordance with the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512, the Company has implemented procedures for reporting instances of copyright infringement.

If you are a copyright holder, or its authorized representative, and believe in good faith that content residing or accessible on or through the Company's software or viewable databases infringes your copyrighted work, you may submit a notice of copyright infringement by sending a written notice of copyright infringement to our designated agent, whose contact information is listed below:

Michael Nieminen, CEO
10630 75th St, Largo, FL 33777
FinanceAdmin@icc-ims.com
+1 727 547 0696

The notice of copyright infringement should provide the following information:

A clear description of the copyrighted work that you claim has been infringed (if multiple copyrighted works are covered by a single notification, you may provide a representative list of such works).

A description of the material on our site that you claim is infringing.

Information reasonably sufficient to permit us to locate the allegedly infringing material (please be as detailed as possible and provide web addresses (URLs) leading directly to the material).

Your contact information, including your address, telephone number, and an e-mail address.

A statement that you have a good faith belief that use of the copyrighted materials in the manner asserted is not authorized by the copyright owner, its agent, or the law.

A statement that the information in the notification is accurate, and under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Your physical or electronic signature (typing your full legal name is sufficient).

Please note that we may forward the notice of copyright infringement (or information contained therein), as well as the Complainant's contact information, to the User who posted the allegedly infringing content. Additionally, if we remove or disable access to the content pursuant to a valid DMCA notice, International Cybernetics Company, LP will immediately notify the User that the content has been removed or disabled.

It is also the policy of International Cybernetics Company, LP, in appropriate circumstances and in our sole discretion, to suspend or terminate the accounts of Users who are repeat copyright infringers.



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/20/2026	Payroll				779,455.82
					<u>779,455.82</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 **\$ 779,455.82**

Dated this 24th day of February year of 2026.

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

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Approve Preliminary Engineering Contract with Infrastructure Engineering Incorporated (IEI) for the 3rd/Woodlawn and 3rd/Hawthorne Signal Replacement Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 2/24/2026

Report: This project will replace the existing traffic signal equipment and make intersection geometry improvements at the intersections of 3rd Street at Woodlawn Avenue and 3rd Street at Hawthorne Drive. IEI was selected to perform the project's preliminary engineering from the City's pre-approved engineering consultant list due to their expertise with this type of project. This contract amount is set at a not-to-exceed amount of \$103,947. Construction is tentatively anticipated in summer 2027.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	N/A
Design Services Contract	Current Item	2/24/2026
ROW Services Contract	N/A	N/A
Public Need Resolution	N/A	N/A
Construction Inspection Contract	N/A	N/A
Construction Contract	Future	TBD

Contract Cover and Purchase Justification Form

STAFF AND DATES			
Department:	Engineering ▾	Department Head:	Andrew Cibor
Department Staff:	Neil Kopper	Responsible Attorney:	Aleks Pratt
Date:	Feb 9, 2026	Legal Dept. Tracking Number:	26-159
Board Meeting Date:	Feb 24, 2026	Resolution Number:	
Documents Link:	https://drive.google.com/drive/folders/1nSBw3AejsCFpUknWSkxikxeLLMmo-8P?usp=drive_link		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	Infrastructure Engineering Incorporated	Service or Item Procured (Project)	3rd/Woodlawn and 3rd/Hawthorne Preliminary Engineering Contract
Total Dollar Amount of Contract:	\$103,947	Funding Source:	4674-06-06007-54510
Due for Signature:	Feb 24, 2026	Expiration Date of Contract:	Estimated Dec 31, 2027
Number of One-Year Renewals:	N/A	Record Destruction Date:	2038
Summary of Contract:	Preliminary engineering services for a project to replace the existing traffic signal equipment and make intersection geometry improvements at the intersections of 3rd Street at Woodlawn Avenue and 3rd Street at Hawthorne Drive.		

PURCHASE JUSTIFICATION			
Procurement Method:	Request for Qualificatio... ▾	Number of Submittals:	27
Met City Requirements?	Yes ▾	Met Item or Need Requirements?	Yes ▾
List vendors and dollar amounts of solicitations?	N/A. This RFQ was issued seeking statements of qualifications to establish a list of qualified firms that may be contacted for projects. 15 firms were placed on the pre-approved list.		
Were Vendor Presentations Requested?	No ▾	Contract Compliance Form Complete?	Yes ▾
W9/EFT Complete?	Yes ▾	Was the Scoring Grid Used	Yes ▾
Was the Lowest cost selected? (If 'No' then state why this Vendor was selected to receive the award and contract)	No ▾ IEI was selected to design this project from the City's pre-approved engineering consultant list due to their experience and expertise with this type of project (qualifications-based selection).		
Purchase and Contract authorization are not complete until this form has been submitted and approved by the City Controller's Office and the Legal Department.			

PROJECT NAME: 3rd/Woodlawn and 3rd/Hawthorne Signal Replacement Project

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 24th day of February, 2026, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and Infrastructure Engineering, Inc. (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to replace curb ramps and traffic signals at the intersections of 3rd Street at Hawthorne Drive and 3rd Street at Woodland Avenue;

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of site designs, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "the Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide engineering design services for the curb ramp and signal replacements noted above. These design services shall include the preparation of plans, specifications and estimates for work on markings, curb ramps, crosswalks, traffic signals, and other incidental construction that is found necessary to complete the replacement of these features. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Engineering Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Neil Kopper, Senior Project Engineer, Engineering Department ("Kopper"), to serve as the Board's representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid for the project, including fees and expenses, shall not exceed the amount of **One Hundred and Three Thousand, Nine Hundred and Forty-Seven Dollars (\$103,947.00)**. These sums include salaries, payroll taxes and

insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. **Timing and Format for Billing:**

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. **Billing Records:**

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the 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.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant 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 the Consultant'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 Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 11. Independent Contractor Status: During the entire term of this Agreement, Consultant 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 Board.

Article 12. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

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

- a. Commercial General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 for personal injury and advertising injury; \$2,000,000 for products and completed operations aggregate; and \$2,000,000 general aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
- e. Umbrella/Excess Liability with a \$1,000,000 limit.

- f. Cyber Attack and Cyber Extortion: computer attack limit of \$1,000,000 annual aggregate; sublimit (per occurrence) for cyber extortion of \$100,000; and computer attack and cyber extortion deductible (per occurrence) of \$10,000.
- g. Network Security Liability with an annual aggregate limit of \$1,000,000 and deductible (per occurrence) of \$10,000.
- h. Electronic Media Liability with an annual aggregate limit of \$1,000,000 and deductible (per occurrence) of \$10,000.
- i. Fraudulent Impersonator Coverage with an annual aggregate limit of \$250,000 and deductible (per occurrence) of \$5,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 14. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 16. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 17. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 18. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 19. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 20. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Consultant 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 Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Consultant'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 21. Compliance with Laws: In performing the Services under this Agreement, Consultant 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. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:

City of Bloomington
Engineering Dept.
Attn: Neil Kopper, PE
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

Infrastructure Engineering, Inc.
Attn: Aaron Patterson, PE
One South Wacker, Suite 2650
Chicago, Illinois 60606

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

Article 23. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 24. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 25. Verification of New Employee' Employment Status: Consultant 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.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who

is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 26. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

City of Bloomington
Board of Public Works

By: _____
Elizabeth Karon, President

By: _____
Kyla Cox Deckard, Vice President

By: _____
James Roach, Secretary

By: _____
Kerry Thomson, Mayor

Consultant

Infrastructure Engineering, Inc.

Aaron Patterson, PE
President

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

Scope of Services

IEI Scope of Services are anticipated to include the following:

- Road Design and Plan Development
 - Provide project documents anticipating one (1) City review of the Preliminary Design Submittal (30%) and one (1) City review of the Final Design Submittal (90%).
- Utility Coordination (per INDOT standard)
- Topographic Data Collection and Compilation within the project limits
 - Bledsoe, Riggert, Cooper & James (BRCJ) will be providing services in association with this project.
- Geotechnical Services including borings
 - Terracon Consultants, Inc (Terracon) will be providing the required geotechnical services for this project.
- Provide a Quantity Summary and Opinion of Probable Cost.
- Attend up to 4 project meetings with City of Bloomington.
- Construction Phase Services
 - Respond to RFI and Issue Addenda during bidding
 - Attend Pre-Bid Meeting and Issue Meeting Minutes as Addendum
 - Prepare a letter of recommendation (if necessary)
 - Construction Administration
 - Respond to RFI's
 - Attend Construction Progress Meetings as Requested
 - Review Shop Drawings
 - Review Contractor Submittals
 - Complete As-Built Record Drawings
 - Field Visits (Assume 2 visits)

Deliverables

IEI anticipates three (3) deliverables for the project as outlined below:

- 1) Preliminary Design Submittal (30%)
 - a. Preliminary Design Plans
 - b. Summary of Quantities
 - c. Opinion of Cost (Using INDOT Pay Items)
- 2) Final Design Submittal (90%)
 - a. Design Plans
 - b. Summary of Quantities
 - c. Opinion of Cost (Using INDOT Pay Items)
 - d. Special Provisions
- 3) Final Tracings Design Submittal (100%)
 - a. Design Plans
 - b. Summary of Quantities

- c. Opinion of Cost (Using INDOT Pay Items)
- d. Special Provisions

EXHIBIT B COMPENSATION

This project is to be completed and invoiced using a Lump Sum basis with portions of the work being added to the total cost as Hourly Not to Exceed. Each work area has an agreed maximum cost presented below. In the event that additional services are needed, additional compensation will be determined using the same rates that appear in Exhibit A. Additional services will only proceed with prior written approval from the Board or Engineering Department officials designated by the Board as project coordinator(s).

Signal Replacement on 3rd Street

Project Management	\$5,475.00
Preliminary Design Submittal (30%)	\$10,475.00
Final Design Submittal (90%)	\$33,850.00
Final Tracings Submittal (100%)	\$14,025.00
Utility Coordination	\$5,675.00
Topographic Survey	\$9,500.00
Geotechnical Services	\$19,947.00
Total Lump Sum \$ 98,947.00	

In addition, the following Hourly Not to Exceed items will be invoiced based on usage required to complete the tasks:

Construction Phase Services	\$5,000.00
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Total Hourly Not to Exceed \$ 5,000.00

TOTAL ESTIMATED COST OF SIGNAL REPLACEMENTS ON 3RD STREET \$ 103,947.00

EXHIBIT C
PROJECT SCHEDULE

	3rd Street Signal Replacements	
MILESTONES	ESTIMATED DATE	COMMENTS
Notice to Proceed	March 6, 2026	
Initial Stakeholder Meetings Complete	N/A	Meetings as needed
Submit Preliminary Plans	May 8, 2026	
Final Stakeholder Meetings Complete	N/A	Meetings as needed
Submit Draft Final Plans	August 7, 2026	
Complete Final Plans	September 11, 2026	
Bid Advertisement	October 23, 2026	
Bid Opening	November 13, 2026	
Construction	May-July 2027	Assumed to start after IU is out for the year

EXHIBIT D
KEY PERSONNEL

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

Position / Responsibility

Name

Project Principal

Alex Kline, PE

Project Manager

Emily Schmidt, PE

Project Engineer

Modabbir Rizwan, PE

Civil Engineer/Utility Coordinator

Jordan Hennessey, EIT

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

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

Aaron Patteron, PE
President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

Notary Public

Printed name

My Commission Expires: _____

County of Residence: _____ Commission Number: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

Infrastructure Engineering, Inc.
(Name of Organization)

By: _____
Aaron Patterson, PE
President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____

CONTRACT COMPLIANCE REQUIREMENTS

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

I, Alex Kline [Contractor], certify that Infrastructure Engineering 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.


Signed/Title

2/9/2026
Date



Board of Public Works Staff Report

Project/Event: Award Construction Contract High St Multi-Use Path Tree Clearing Project

Petitioner/Representative: Engineering Department

Staff Representative: Project Manager, Jason Kerr

Date: February 24th, 2026

Report:

This project shall include, but is not limited to, the removal of selected trees and installing tree protection along the proposed High Street Multi-use Path Project.

The maintenance of traffic for this project will include lane restrictions along High St during the tree removal process.

Bids were publicly opened and read aloud at 12pm EST on February 23rd, 2026, at the Board of Public Works work session. Monroe LLC was the lowest responsible and responsive quoter.

Quotes	Amount
Monroe LLC	\$39,550.00
J R Ellington Tree Experts	\$53,445.00
Bluestone Tree	\$61,038.21

Engineering recommends awarding the contract to Monroe LLC.

Contract Cover and Purchase Justification Form

STAFF AND DATES			
Department:	Engineering ▾	Department Head Initials of Approval:	AC
Department Staff:	Jason Kerr	Responsible Attorney:	Aleks Pratt
Date:	02/24/2026	Legal Dept. Tracking Number:	26-168
Board Meeting Date:	02/24/2026	Resolution Number:	
Documents Link:	AWARD - High St Multi-Use Path Tree Clearing Project		

CONTRACT INFORMATION			
Contract Recipient / Vendor Name:	Monroe LLC	Service or Item Procured (Project)	High St Multi-Use Path Tree Clearing
Total Dollar Amount of Contract:	\$39,550.00	Funding Source:	4666-06-060000-54510
Due for Signature:	02-24-2026	Expiration Date of Contract:	12/31/2026
Number of One-Year Renewals:	N/A	Record Destruction Date:	2037
Summary of Contract:	Tree removal and tree protection installation along the High St Multi-Use Path Project		

PURCHASE JUSTIFICATION			
Procurement Method:	Request for Quote (RFQ) ▾	Number of Submittals:	3
Met City Requirements?	Yes ▾	Met Item or Need Requirements?	Yes ▾
List vendors and dollar amounts of solicitations?	Bluestone Tree \$61,038.21 J R Ellington Tree Experts \$53,445.00 Monroe LLC \$39,550.00		
Were Vendor Presentations Requested?	No ▾	Contract Compliance Form Complete?	Yes ▾
W9/EFT Complete?	Yes ▾	Was the Scoring Grid Used	No ▾
Was the Lowest cost selected? (If 'No' then state why this Vendor was selected to receive the award and contract)	Yes ▾		
Purchase and Contract authorization are not complete until this form has been submitted and approved by the City Controller's Office and the Legal Department.			

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT
AND
MONROE LLC
FOR
HIGH ST MULTI-USE PATH TREE CLEARING PROJECT

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for tree removal and tree protection installation (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

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

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

ARTICLE 3. COMPENSATION

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and Independent

Contractors.

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

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

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

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

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

5.08 Non-Discrimination

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

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

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

a.

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by

reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Monroe LLC
Attn Jason Kerr	Attn John Simpson
P.O. Box 100 Suite 130	4440 State Road 46 West
Bloomington, Indiana 47404	Nashville, IN 47448-9480

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$300,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program.

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

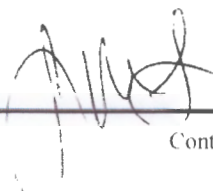
DATE: _____

City of Bloomington

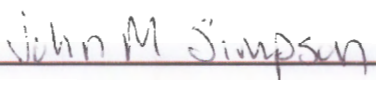
BY: _____

BY: _____

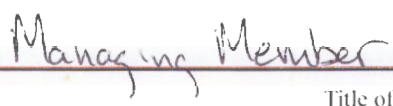
Elizabeth Karon, President


Contractor Representative

Kyla Cox Deckard, Vice President


Printed Name

James Roach, Secretary
Representative


Title of Contractor

Kerry Thomson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

HIGH ST MULT-USE PATH TREE CLEARING

This project shall include, but is not limited to, the removal of selected trees and installation of tree protection along the proposed High Street Multi-use Path Project.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					0
B.					0
C.					0
D.					0
				Total	\$ 0

Method of Compliance (Specify) N/A

Date: 2-23, 2026

[Signature]
Signature

John Simpson
Printed Name

STATE OF INDIANA)
COUNTY OF Brown) SS:



Shawn Rodgers, Notary Public
Brown County, State of Indiana
Commission No: NP0742661
My Commission Expires 07/27/2030

Before me, a Notary Public in and for said County and State, personally appeared John M Simpson and acknowledged the execution of the foregoing this 23 day of February, 2026.

My Commission Expires: 7/27/30

[Signature]
Signature of Notary Public

County of Residence: Brown

Shawn Rodgers
Printed Name of Notary Public

Commission #: NP0742661

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Brown)

E-Verify AFFIDAVIT

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

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

[Signature] Signature
John Simpson
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Brown)



Shawn Rodgers, Notary Public
Brown County, State of Indiana
Commission No: NP0742661
My Commission Expires 07/27/2030

Before me, a Notary Public in and for said County and State, personally appeared John M Simpson and acknowledged the execution of the foregoing this 23 day of February, 2026.

My Commission Expires: 7/27/30

[Signature]
Signature of Notary Public

County of Residence: Brown

Shawn Rodgers
Printed Name of Notary Public

My Commission #: NP0742661

ATTACHMENT 'D'

"Unit Prices"

Line Item	Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$500.00	\$500.00
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$1,500.00	\$1,500.00
3	201-02250	TREE 10IN., REMOVAL	97	EACH	\$50.00	\$4,850.00
4	201-02255	TREE 18 IN., REMOVAL	28	EACH	\$300.00	\$8,400.00
5	201-02260	TREE 30 IN., REMOVAL	15	EACH	\$1,000.00	\$15,000.00
6	622-03672	TREE PROTECTION INSTALLATION	1075	LFT	\$4.00	\$4,300.00
7	801-06775	MAINTAINING TRAFFIC	1	LS	\$5,000.00	\$5,000.00
		Total				\$39,550.00



City of Bloomington

Engineering

Andrew Cibor, City Engineer
401 North Morton Street, Bloomington, IN 47404

[MONROE LLC] RESPONSE DOCUMENT REPORT

PWP No. TBD

High Street Multi-Use Path Tree Clearing (Moores Pike to 2nd)

RESPONSE DEADLINE: February 23, 2026 at 12:00 pm

Report Generated: Monday, February 23, 2026

Monroe LLC Response

CONTACT INFORMATION

Company:

Monroe LLC

Email:

jsmonroe@iquest.net

Contact:

John Simpson

Address:

4440 State Road 46 W
4440 st rd 46 west
Nashville, IN 47448-9480

Phone:

(317) 847-2697

Website:

N/A

Submission Date:

Feb 23, 2026 11:27 AM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Is your Bid over \$10,000.00*

Pass

Yes

EQUAL EMPLOYMENT PLAN*

Pass

Your submission requires an approved Equal Employment Plan and a completed Contract Compliance Certification form. Please download the below documents, complete, and submit to the City Legal Department. Then upload the approved Contract Compliance Certification Form or the Legal Departments approval letter.

- [Contract Compliance Packet ...](#)

Contract_Compliance_Packet_2026-02-06_2.pdf

Monroe_LLC_Acknowledgement_of_certification.pdf

2. Is your bid over \$200,000.00?*

Pass

For Projects of \$200,000 or more Retainage is required to be withheld on progressive payments. Contractors may select to have one payment for all work completed on the entire project after Substantial completion, in which case Retainage will not be withheld.

No

3. Will any subcontractors be performing work valued over \$10,000.00?*

Pass

No

4. Bid Guarantee, Is your Bid over \$200,000.00*

Bids in excess of \$200,000.00 shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable Bidder's bond in an amount of not less than five percent (5%) of the total Bid.

Yes

UPLOAD BID GUARANTEE*

Pass

Please upload your bid guarantee, a sample Bid Bond has been provided below.

- [Sample Bid Bond Form.pdf](#)

Bid_Bond_High_St.pdf

5. If awarded the Project, will you be able to provide a Performance Bond and a Payment Bond??*

Pass

For Contracts in excess of \$200,000.00 the Contractor shall provide a Payment Bond and a Performance Bond prior to being issued a Notice to Proceed.

Confirmed

6. Drug Testing Policy, is your Bid over \$300,000.00?*

Pass

In accordance with Indiana Code 36-1-12-24, each Contractor that submits a bid for a public works project that is estimated to cost \$300,000 or more shall submit with his/her bid a written plan for an employee drug testing program that complies with Indiana Code 4-13-18 *et seq.*

No

7. If applicable, did you include the cost of a trench safety system in your bid?*

Pass

If the project may require creation of a trench of at least five (5) feet in depth, the successful bidder shall be required to submit a trench safety plan to the project engineer at least ten (10) days prior to beginning work on the project.

Confirmed

8. Is your Bid over \$200,000.00?*

Pass

For bids or quotes in excess of \$200,000.00 all sections of State Form 96 must be completed and submitted.

Yes

SUBMIT STATE FORM 96.*

Pass

For bids in excess of \$25,000.00 a complete State Form 96, Part I, and Part II, Section IV must be submitted. For bids in excess of \$300,000.00 all sections of State Form 96 must be completed and submitted. Please download the below documents, complete, and upload.

- [96-Contractor-Bid-for-Publi...](#)

State_Form_96_High_St.pdf

9. When applicable, will you have the retainage held through Yellow Cardinal or by the Board?*

Pass

For Projects in excess of \$200,000.00, retainage in the amount of 3% will be held until final completion of the Project. The contractor may choose to have the retainage held by the Board, or work with Yellow Cardinal to establish an escrow account.

Not applicable, bid is under \$200,000.00.

10. Bidder has visited the Project Site and has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.*

Pass

Confirmed

PRICE TABLES

Line Item	Item	Description	Quantity	Unit of Measure	Unit Cost	Total
001	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$500.00	\$500.00
002	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$1,500.00	\$1,500.00
003	201-02250	TREE 10IN., REMOVAL	97	EACH	\$50.00	\$4,850.00
004	201-02255	TREE 18 IN., REMOVAL	28	EACH	\$300.00	\$8,400.00
005	201-02260	TREE 30 IN., REMOVAL	15	EACH	\$1,000.00	\$15,000.00

[MONROE LLC] RESPONSE DOCUMENT REPORT

PWP No. TBD

High Street Multi-Use Path Tree Clearing (Moores Pike to 2nd)

Line Item	Item	Description	Quantity	Unit of Measure	Unit Cost	Total
006	622-03672	TREE PROTECTION INSTALLATION	1,075	LFT	\$4.00	\$4,300.00
007	801-06775	MAINTAINING TRAFFIC	1	LS	\$5,000.00	\$5,000.00
TOTAL						\$39,550.00



Board of Public Works Staff Report

Project/Event: Stuard & Associates Consulting Agreement
Petitioner/Representative: Public Works, Jess Goodman
Staff Representative: Jess Goodman
Date: 2/24/2026

Report:

Stuard & Associates will be providing engineering consulting services for the Morton and Walnut St. garage elevators.

The Scope of Services includes:

- Information Collection/Review
- On-Site Elevator Visual Inspection
- Assessment of Current Equipment Condition
- Quality Review of Recent Alterations / Upgrades
- Code, Safety, and Compliance Observations
- Written Report Deliverables
- Client Review Meeting / Follow-Up Support

Provided Service Estimated Time to Complete Fee

Project Kickoff & Information Collection/Review 2hrs \$400

On-Site Elevator Visual Inspection (Non-Invasive) 4hrs \$800

Written Report Deliverables 2hrs \$400

Client Review Meeting / Follow-Up Support 1hr \$200

Fee NTE \$1800

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

Board of Public Works
Staff Report



ACT COVER MEMORANDUM

TO: , Controller
FROM: Jess Goodman
DATE: 1/27/2026
RE: Stuard & Associates

Contract Recipient/Vendor Name:	Stuard & Associates, INC.
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>	4/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	26-147
Due Date For Signature:	February 24, 2026
Expiration Date of Contract:	3/31/2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$1,800
Funding Source:	2520-26-260000-53170
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:

Stuard & Associates will be providing engineering consulting services for the Morton and Walnut St. garage elevators.

The Scope of Services includes:

- Information Collection/Review
- On-Site Elevator Visual Inspection
- Assessment of Current Equipment Condition
- Quality Review of Recent Alterations / Upgrades
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On-Site Elevator Visual Inspection (Non-Invasive) 4hrs \$800

Written Report Deliverables 2hrs \$400

Client Review Meeting / Follow-Up Support 1hr \$200

Fee NTE \$1800

City of Bloomington Contract and Purchase Justification Form

Vendor: Stuard & Associates, IncContract Amount: \$ 1,800.00Requisition #:

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: (All methods require at least 1 quote. Attach a quote or bid tabulation if applicable.)

☐**Request for Quote (RFQ)**

< \$ 25,000 – only 1 quote req'd (IC 5-22-8-2(b))

> \$ 25,000 – 3 quotes req'd (IC 5-22-8-3)

☐**Request for Proposal (RFP)**

Any dollar amount, but we ask vendor to design scope of project (IC 5-22-2-28)

☐**Invitation to Bid (ITB)**

> \$ 150,000, formal bid packet req'd, must be advertised twice in 2 publications (IC 5-22-2-14)

☐**Request for Qualifications (RFQu)**

Any dollar amount; projects using design-build contractors (IC 5-30-5)

☐**Sole Source**

Only 1 vendor can provide service or supplies needed (IC 5-22-10-13)

☐**Software Programs or License Agreements**

(IC 5-22-10-7)

☐**No Responsive Offer Received**

1 or 2 vendors fail to respond (IC 5-22-10-10)

☐**Emergency Purchase**

Must endanger public health, welfare, or safety (IC 5-22-10-4)

☐**Purchase Method Impairs Agency Function**

Purchasing method seriously impairs function of the agency (IC 5-22-10-9)

☐**Not Applicable (NA)**

< \$ 2,500 and using On-Call contract

☒**Other (Describe below)**

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

of Submittals:

1

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.)

Yes

No

☐☐

Stuard & Associates is providing elevator engineering consultant services for the Morton and Walnut St. Garages.

3. State why this vendor was selected to receive the award and contract (Include vendor names & bid amounts here, or if no vendors respond, include emails from vendors indicating they will not be providing a quote):

Stuard and Associates is providing engineering consulting for the Morton and Walnut elevators

Jess Goodman

Print/Type Name

Parking Garage Manager

Print/Type Title

Public Works

Department

Stuard & Associates, Inc. PROFESSIONAL SERVICES AGREEMENT

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

1. **Scope of Services.** Contractor shall provide the Services for the City as outlined in **Exhibit “A”**. Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of March, 2026.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed One Thousand Eight Hundred Dollars (\$1,800). Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Parking Services, City of Bloomington, 401 N Morton St. 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 and/or any changes in the Services not set forth in Exhibit “A”, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.
4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor’s work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.

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

5. **Compliance with WCAG.** Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.2, currently available at <https://www.w3.org/WAI/standards-guidelines/wcag/>.
6. **Responsibilities of the City.** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager designated in the Notices section below shall act on its behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible herein. Contractor agrees that the work to be done pursuant to this Agreement shall be performed solely by the principal personnel described in **Exhibit "C"**. Contractor shall not assign to any of Contractor's other personnel, subcontractors or agents any part of the Services without the prior written consent of the City. The City reserves the right to reject any of Contractor's other personnel, sub-contractors or agents, and the City reserves the right to request that acceptable replacement personnel, sub-contractors or agents be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.
11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social

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

- 12. Indemnification.** Contractor shall indemnify and hold harmless the City of Bloomington, its directors, officers, agents and employees for all damages, losses, costs, expenses, or other liability, including reasonable attorney's fees and defense costs, ("damages and losses") arising out of third party claims to the extent the damages and losses are caused by the Contractor's willful misconduct or negligence.

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, losses, liabilities, costs, and expenses or other liability including cybercrime (which shall include, but is not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities) perpetrated by or attributable to Contractor, its employees, Contractors or agents, (regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent) arising out of or related to this Agreement, or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent Contractors directly responsible to it (collectively "Claims"). Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

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

- 13. Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
- a. Commercial General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
 - b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
 - c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.

- d. Umbrella/Excess Liability with a required limit of \$1,000,000.
- e. Cyber Attack and Cyber Extortion.
 - i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
 - ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
 - iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
- f. Network Security Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (per occurrence) of \$10,000.
- g. Electronic Media Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (Per Occurrence) of \$10,000.
- h. Fraudulent Impersonator Coverage.
 - i. Limit (Annual Aggregate) of \$250,000; and
 - ii. Deductible (Per Occurrence) of \$5,000.

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

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

- 14. Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 15. Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 16. Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance

of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

17. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
18. **Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
19. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
20. **Governing Law and Venue; Waiver of Jury Trial.** 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. Each party acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement.
21. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent Contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
22. **Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

23. E-Verify. Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit “D”**. Contractor shall maintain on file all sub-contractors’ e-verify certifications throughout the term of this Agreement.

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

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

TO CITY:

TO Contractor:

City of Bloomington	Stuard & Associates Inc
Attn: Jessica Goodman, Project Manager	Attn: Tony Stuard
401 N Morton St. Suite 120	7500 N Blue Heron Dr
Bloomington, IN 47404	Unionville, IN 47468

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

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

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

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

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

[Signatures are on the following page.]

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

CITY OF BLOOMINGTON

Board of Public Works

BY:

Elizabeth Karon, DATED
President, Board of Public Works

Adam Wason, Director DATED

Margie Rice, Corporation Counsel DATED
City of Bloomington

Stuard & Associates, Inc

BY:

Tony Stuard, (sign) DATED
President of Field Operations

Tony Stuard (Printed) DATED

EXHIBIT “A”

SCOPE OF WORK

Scope of Work

1. Project Kickoff & Information Collection/Review

- Coordinate with Owner/Client to confirm project objectives, access logistics, and reporting needs
- Request and review available documentation including:
 - Elevator equipment records and controller documentation
 - Alteration permits and inspection reports (if available)
 - Service tickets, maintenance logs, and call-back history
 - Previous modernization or repair scope documents

2. On-Site Elevator Visual Inspection (Non-Invasive)

- Perform field observations of each elevator system serving the garages, including:
 - Machine room / controller space condition and layout
 - Elevator controllers, drives, and power equipment (visual assessment only)
 - Hoistway components visible from accessible areas
 - Car top components observed from accessible locations (where permitted)
 - Pit condition and equipment (where safe and accessible)
 - Cab interiors, doors, fixtures, and operational condition
 - Landing doors, frames, sills, and entrances
 - Elevator operation for basic performance indicators (ride quality, leveling, door timing, noise, etc.)

3. Assessment of Current Equipment Condition

- Provide professional opinion of:
 - General system condition, remaining life expectancy, and reliability risk
 - Observable code compliance concerns or safety issues
 - Maintenance-related deficiencies impacting performance
 - Environmental concerns affecting equipment (water intrusion, humidity, dust, ventilation, etc.)
 - Obsolescence risks related to parts availability and manufacturer support

4. Quality Review of Recent Alterations / Upgrades

- Evaluate the elevators for workmanship and integration quality related to previous alteration work, including:
 - General installation quality and completeness
 - Fit-and-finish of components at landings and inside cabs
 - Consistency of door operation and entrance performance
 - Alignment, leveling, and ride quality concerns
 - Identification of conditions that suggest incomplete work, poor coordination, or substandard installation practices
 - Notation of items that may require contractor correction, adjustment, or follow-up
 - Documentation

5. Code, Safety, and Compliance Observations

- Document accessible compliance-related concerns including:
 - Deficiencies that may impact inspection status or safe operation
 - Conditions suggestive of A17.1 / local code non-compliance (visual indicators only)
 - Deficiencies requiring further testing or verification by others

6. Written Report Deliverables

- Provide a formal written report that includes:
 - Executive summary of findings
 - System-by-system observed conditions
 - Photo documentation (where permissible)
 - Workmanship/alteration assessment notes
 - Recommended improvement plan with prioritization
 - Assumptions and limitations of the evaluation

7. Client Review Meeting / Follow-Up Support

- Conduct one review meeting (virtual or in-person) to discuss findings
 - Respond to reasonable follow-up questions related to the report

EXHIBIT “B”

PROJECT SCHEDULE

This proposal is based on this project being completed on or before 3/31/2026.

Provided Service Estimated Time to Complete Fee

Project Kickoff & Information Collection/Review 2hrs \$400

On-Site Elevator Visual Inspection (Non-Invasive) 4hrs \$800

Written Report Deliverables 2hrs \$400

Client Review Meeting / Follow-Up Support 1hr \$200

Fee NTE \$1800

EXHIBIT “C”

IDENTITY OF CONTRACTOR

Tony Stuard President of Field Operations

EXHIBIT “D”
AFFIDAVIT REGARDING E-VERIFY

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

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

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

Signature

Printed name

January 22, 2026

Proposal for Elevator Project Support

City of Bloomington Morton & Walnut Parking Garage
Elevator Systems Evaluation

Submitted To:

Jessica Goodman
City of Bloomington
Parking Garage Manager

Prepared By:

Tony Stuard
President of Field Operations
Stuard & Associates Inc.

Ms. Goodman

Stuard & Associates Inc. is pleased to submit this proposal to provide comprehensive elevator consulting services for the Morton and Walnut Street Parking Garages. The purpose of this evaluation is to provide a professional assessment of the existing elevator systems, including our opinion of their current condition, performance, and overall quality of work—particularly as it relates to recent alterations and upgrades. This effort will also include recommendations for corrective improvements, modernization considerations, and budget-level cost estimates to support future planning.

This report will be based on non-invasive, visual field inspections and a review of accessible documentation. The evaluation will be non-forensic in nature and will not include destructive testing or disassembly of major equipment components. As a result, certain conditions may require reasonable assumptions regarding concealed or non-observable components, and some recommendations may be subject to verification through additional testing or contractor investigation as needed.

Scope of Work

1. Project Kickoff & Information Collection/Review

- Coordinate with Owner/Client to confirm project objectives, access logistics, and reporting needs
- Request and review available documentation including:
 - Elevator equipment records and controller documentation
 - Alteration permits and inspection reports (if available)
 - Service tickets, maintenance logs, and call-back history
 - Previous modernization or repair scope documents

2. On-Site Elevator Visual Inspection (Non-Invasive)

- Perform field observations of each elevator system serving the garages, including:

- Machine room / controller space condition and layout
- Elevator controllers, drives, and power equipment (visual assessment only)
- Hoistway components visible from accessible areas
- Car top components observed from accessible locations (where permitted)
- Pit condition and equipment (where safe and accessible)
- Cab interiors, doors, fixtures, and operational condition
- Landing doors, frames, sills, and entrances
- Elevator operation for basic performance indicators (ride quality, leveling, door timing, noise, etc.)

3. Assessment of Current Equipment Condition

- Provide professional opinion of:
 - General system condition, remaining life expectancy, and reliability risk
 - Observable code compliance concerns or safety issues
 - Maintenance-related deficiencies impacting performance
 - Environmental concerns affecting equipment (water intrusion, humidity, dust, ventilation, etc.)
 - Obsolescence risks related to parts availability and manufacturer support

4. Quality Review of Recent Alterations / Upgrades

- Evaluate the elevators for workmanship and integration quality related to previous alteration work, including:
 - General installation quality and completeness
 - Fit-and-finish of components at landings and inside cabs
 - Consistency of door operation and entrance performance
 - Alignment, leveling, and ride quality concerns
 - Identification of conditions that suggest incomplete work, poor coordination, or substandard installation practices
 - Notation of items that may require contractor correction, adjustment, or follow-up documentation

5. Code, Safety, and Compliance Observations

- Document accessible compliance-related concerns including:
 - Deficiencies that may impact inspection status or safe operation
 - Conditions suggestive of A17.1 / local code non-compliance (visual indicators only)
 - Deficiencies requiring further testing or verification by others

6. Written Report Deliverables

- Provide a formal written report that includes:

- Executive summary of findings
- System-by-system observed conditions
- Photo documentation (where permissible)
- Workmanship/alteration assessment notes
- Recommended improvement plan with prioritization
- Assumptions and limitations of the evaluation

7. Client Review Meeting / Follow-Up Support

- Conduct one review meeting (virtual or in-person) to discuss findings
- Respond to reasonable follow-up questions related to the report

PROJECT PRICING

Provided Service	Estimated Time to Complete	Fee
Project Kickoff & Information Collection/Review	2hrs	\$400
On-Site Elevator Visual Inspection (Non-Invasive)	4hrs	\$800
Written Report Deliverables	2hrs	\$400
Client Review Meeting / Follow-Up Support	1hr	\$200
Fee NTE		\$1800

Terms and Conditions

- Payments shall be made upon invoice submission per milestone completion.
- Additional services beyond the defined scope will be billed separately at a rate of \$200 per hour.
- Any delays due to factors beyond our control may affect the project timeline and associated costs.

We appreciate the opportunity to be part of this project and look forward to delivering high-quality services. Please do not hesitate to contact us with any questions or clarifications.

Why Choose Stuard & Associates?

- **Expertise:** Our team has extensive experience in elevator assessments, maintenance, and modernization.
- **Compliance Assurance:** We ensure that all inspections are performed to meet or exceed industry standards.
- **Client-Centric Approach:** We tailor our services to meet your specific needs and provide actionable insights.
- **Timely Delivery:** Our streamlined processes ensure efficient assessment and reporting.

Acceptance of Proposal

To proceed with the elevator assessments, please sign below and return a copy of this proposal. Should you have any questions or require modifications, please do not hesitate to contact us.

Authorized Signatures:

Sincerely,

Tony Stuard

Tony Stuard, President

Stuard & Associates

Cell: (765) 346-3748

IAEC Professional/QEI Certified 5045
9:28 AM, Jan 22, 2025

Accepted by: _____

Title: _____

Date: _____



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: February 24, 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** **\$ 15,828.72**



CONTRACT COVER MEMORANDUM

TO: Legal Department
FROM: Public Works Department
DATE: 2/24/2026
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:	2/24/2026
Expiration Date of Contract:	12/31/2026
Renewal Date for Contract:	None
Total Dollar Amount of Contract:	\$15,828.72
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.]

Printed Name, Title

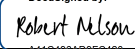
EXHIBIT "A"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the VP, Finance 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.

DocuSigned by:

62A60FC0-82A9-4700-B49F-62CC9FB4877A

Signature

Robert Nelson

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:	Feb 28 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.



QUOTE NUMBER Q-13803

RECURRING SUBSCRIPTIONS

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
ReCollect Collection Calendar	Annually	1	\$4,399.20	\$4,399.20
ReCollect Waste Wizard	Annually	1	\$2,309.52	\$2,309.52
ReCollect Special Collection	Annually	1	\$9,120.00	\$9,120.00
SUBSCRIPTIONS TOTAL (USD):				\$15,828.72

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:

DocuSigned by:

Robert Nelson

A41C496AD9FC420...

 _____ Date: February 18, 2026

Name (Print): Robert Nelson Title: VP, Finance

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

FOR INTERNAL USE ONLY
Reviewed By:

Signed by:
Finance Team
78CA773844DE43C...

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

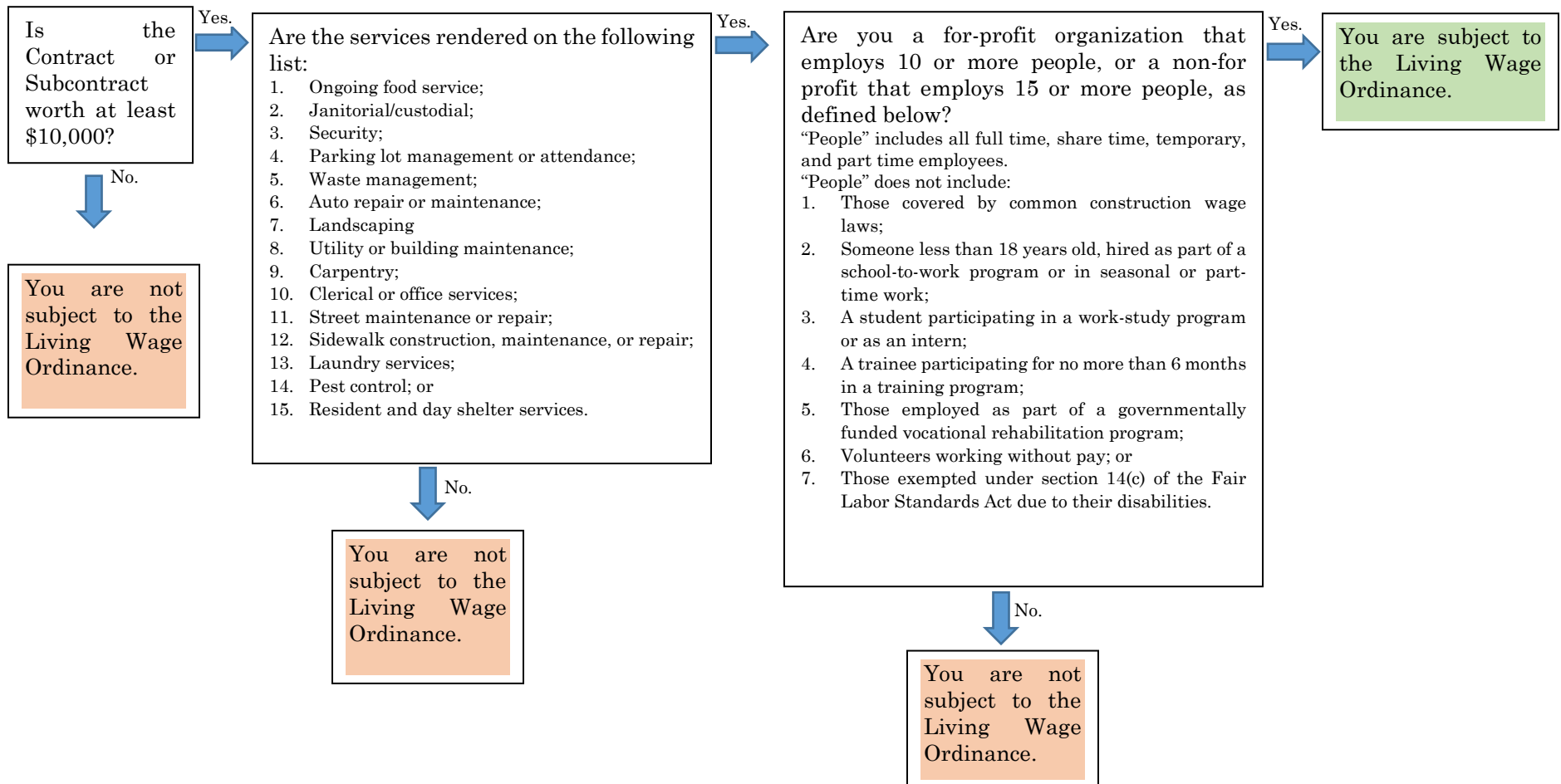
Date

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

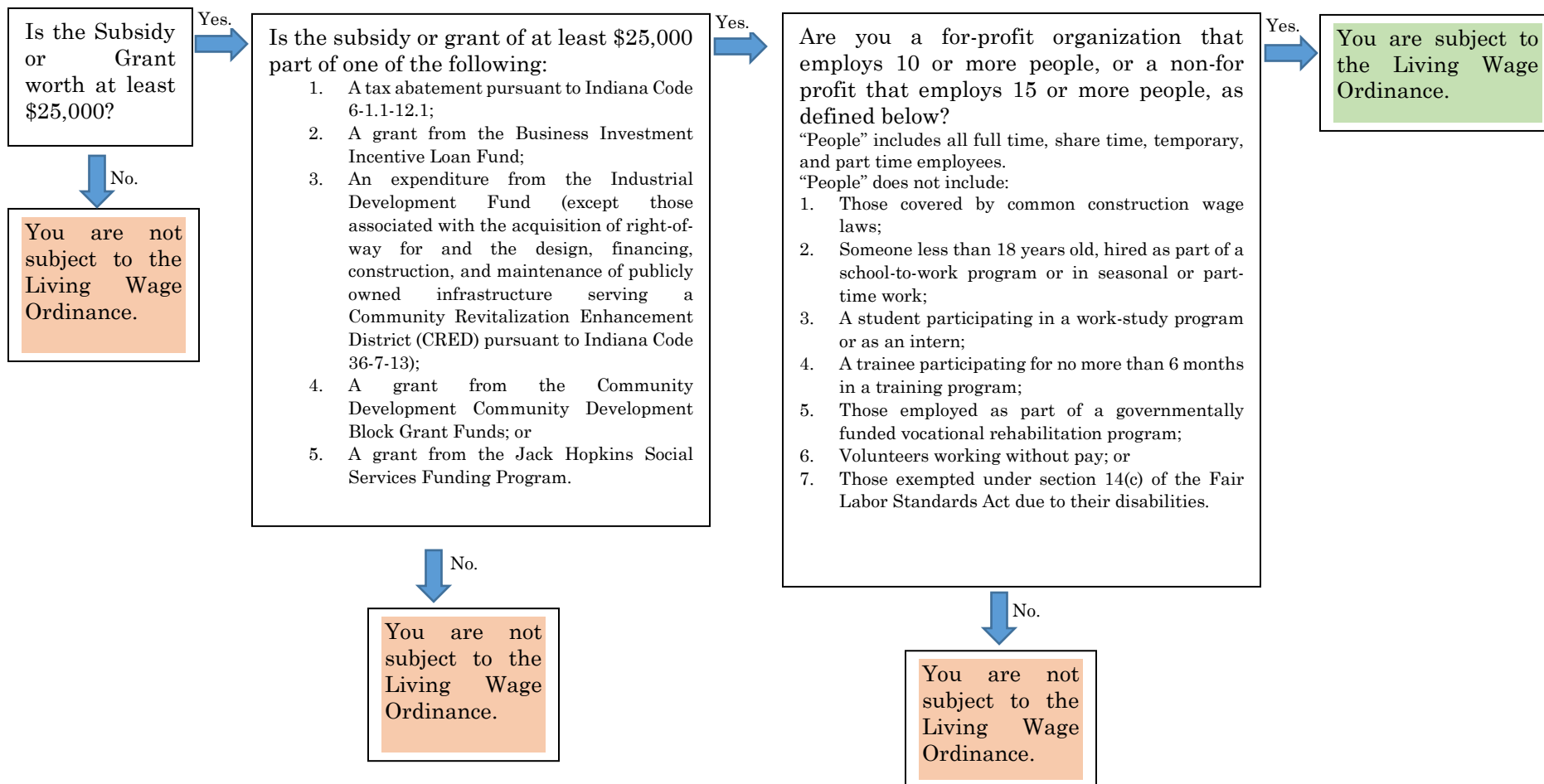
- 1) The CoB;
- 2) Companies that provide services to the CoB through contracts or subcontracts; or
- 3) Organizations that receive CoB subsidies or grants.

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: 2026 Outdoor Dining Program Guidelines

Staff Representative: Cassie Werne, Special Projects & Operations Manager

Date of Event: April 9 to November 9, 2026

Date of Board Meeting: Tuesday, February 24, 2026

Report:

Staff recommends the Board adopt Resolution 2026-06 and approve the 2026 Outdoor Dining Program Guidelines. Staff's recommendation maintains Kirkwood Avenue as an open public right-of-way while allowing parklets to support outdoor dining and pedestrian activity. This approach balances stakeholder interests and maximizes overall public benefit.

Background

The potential closure of Kirkwood Avenue has generated significant discussion among downtown businesses, property owners, and community members. As a public right-of-way, Kirkwood serves a wide range of users and stakeholders, including restaurants, retailers, service businesses, residents, visitors, and motorists. Via Ordinance 2025-02, staff updates the Outdoor Dining Guidelines annually via the Board of Public Works. Further, Ordinance 25-02 allows the City Engineer to permanently or temporarily suspend all or part of the program. Please see Memo 'Suspension of Seasonal Kirkwood Closure' citing lack of participation and impracticality.

Staff has gathered feedback through business surveys, direct outreach, and public comment.

Summary of Feedback

Business Input: Surveys of downtown businesses consistently reflect an approximate 50/50 split regarding a full street closure.

Restaurant Participation: Of more than 25 restaurants located along Kirkwood, five participated in outdoor dining during the previous closure period.

Business Participation: Of the more than 25 non-restaurant businesses located along Kirkwood, none participated in activating the street in 2026, with some giving feedback that the street closure negatively impacted their work.

Opposition to Full Closure: Restaurants on the 100, 400, and 500 blocks expressed opposition to a full closure, including one business that previously utilized outdoor dining space but recommended keeping the street open with parklets in 2026.

Private Feedback: Several business owners requested that their input be gathered privately, as they were not comfortable sharing their perspectives in a public forum. Their feedback has been included in staff's evaluation.

Operational Observations

While outdoor dining spaces were well-activated during peak meal periods, staff observed that a 24/7 full street closure left substantial portions of the corridor and extended periods of time without consistent positive activation. During lower-activity periods, there was an increase in negative behaviors and public safety concerns.

Staff Analysis

As stewards of a public right-of-way, staff's responsibility is to consider all perspectives — not solely the most visible or vocal — and to recommend an approach that maximizes overall benefit to the public and to the street as a whole.

Given the divided feedback, limited participation in outdoor dining relative to the total number of businesses, and operational considerations, staff believe a hybrid model provides the most balanced solution.

Maintaining the street as open to vehicular traffic while permitting parklets allows:

- Restaurants to continue outdoor service in a flexible format
- Equitable access to the public right-of-way for all restaurants downtown
- Retailers and service businesses to maintain accessibility
- The City to reduce extended periods of underutilized public space
- The corridor to function more consistently throughout the day and week

Acknowledgment

Staff acknowledges that communication regarding this recommendation could have been more proactive to outdoor dining participants prior to it becoming public. We value our working relationships with downtown partners and appreciate the ongoing collaboration and dialogue as we work toward solutions that support the entire district.

RESOLUTION 2026-06

A Resolution Establishing Guidelines for and Approving the Outdoor Dining Program in the Downtown Corridor

- WHEREAS, on June 8, 2020, the Board of Public Works (“Board”) passed Resolution 2020-28 that allowed for 1) the temporary closure of Kirkwood Avenue during spring and summer months (“Kirkwood Closure”); and 2) that authorized an alternative procedure for sidewalk seating and merchandise encroachments for businesses located on various streets throughout Bloomington, known as the Outdoor Dining Program (“Parklet Program”); and
- WHEREAS, the Board extended the Kirkwood Closure and the Parklet Program through approval of guidelines each year thereafter; and
- WHEREAS, in January of 2025, the Board passed Resolution 2025-02, which established more thorough guidelines for businesses participating in the Kirkwood Closure or the Parklet Program, pending City Council’s passage of Ordinance 2025-02, authorizing the Board to create and administer such guidelines; and
- WHEREAS, in January of 2025, the City Council passed Ordinance 2025-02 (“Ordinance”), which, in part, empowers the Board with the authority to review and approve the Kirkwood Closure and Parklet Program and to adopt or revise guidelines and encroachment policies; and
- WHEREAS, pursuant to Chapter 12.06 of the Bloomington Municipal Code (“BMC”), the Board has authority to grant final approval of all sidewalk seating and merchandising encroachment applications; and
- WHEREAS, comprehensive program review by City staff indicates that closing Kirkwood Ave. to vehicular traffic has not resulted in the “activation” or increased use of Kirkwood Avenue during the summer months; and
- WHEREAS, City staff and the Board have determined that Kirkwood activation would best be reached through other means, rather than via vehicular closure; and
- WHEREAS, the Board believes it is in the City’s best interest to keep Kirkwood open to vehicular traffic during the summer of 2026, while continuing the Parklet Program;
- WHEREAS, This Resolution modifies the program guidelines outlined in the Board’s Resolution 2025-02 for the 2026 Parklet Program season, and remains in effect until repealed or replaced by this Board or other appropriate authority;

and

WHEREAS, the Parklet Program continues to add vibrancy to our downtown and to the health and use of our downtown business community.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS FOR THE CITY OF BLOOMINGTON, INDIANA:

- Section 1. Beginning on April 9, 2026, for the limited purpose of those areas in the downtown corridor where the City will be implementing the Parklet Program, the City's seating and merchandising encroachment application and other rules related to seating and merchandising encroachments are modified as described in proposed City Council Ordinance 2025-02. The specific guidelines for the Program are outlined in Exhibits A, B and C to this Resolution.
- Section 2. The City will not continue the Kirkwood Closure in 2026 and thereafter, unless subsequently reinstated or approved by the appropriate authority. However, qualifying businesses located on Kirkwood Avenue may participate in the Parklet Program.
- Section 3. Staff at the Economic and Sustainable Development Department are authorized to receive applications and give final approval. Applications for a Parklet Program permit will be open to downtown merchants from February 27, 2026, through March 13, 2026. Applicants will be approved for a Parklet Program permit, provided that the timely-submitted application(s) meets all requirements outlined in this resolution and by the attached Program guidelines, and anticipated City Council Ordinance 25-02. No additional approval from this Board will be required.
- Section 4. These Program guidelines will be reviewed and approved by the Board annually.

PASSED AND ADOPTED by the Board of Public Works of the City of Bloomington, Monroe County, Indiana, upon this _____ day of February 24, 2026.

BOARD OF PUBLIC WORKS:

Elizabeth Karon, President

Kyla Cox Deckard, Vice President

James Roach, Secretary

Exhibit A: 2026 Outdoor Dining Program Guidelines

Timeline:

- Applications available to businesses: February 27
- Deadline for submitting applications: March 13
- Final staff determination of the number and location of parklets: March 20
- Implementation of program (*weather permitting*): April 6
- Season officially begins: April 9
- End of seasonal outdoor dining program: November 9

Costs

- Businesses are responsible for any direct costs associated with using a parklet.
- Each participating business must submit a certificate of insurance to the Economic and Sustainable Development Department establishing proof of a comprehensive general liability policy naming the City of Bloomington as additional insured to the extent of at least the following which shall be in effect during the term of this authorization:
 - \$1,000,000 each occurrence
 - \$1,000,000 personal injury and advertising injury
 - \$2,000,000 products and completed operations aggregate
 - \$2,000,000 general aggregate
- Cost to businesses will be \$250 per parking space. A two-space parklet will cost \$500, 3 spaces will cost \$750.
- Businesses that share a parklet may split the cost. However, it is up to businesses to determine how to split the costs. Furthermore, both businesses will be required to provide a certificate of insurance for the required amounts.

Parklet Logistics

- Eligibility:
 - Eligibility is limited to food service establishments adjacent to metered parking in downtown Bloomington.
 - City staff will review the proposed parklets' street locations to ensure they are suitable for the program.
 - All participating businesses must agree to cease alcohol sales in parklets by midnight.
 - Eligible businesses must complete the application and payment process as outlined in this memo.

- Previously approved parklet plans and implementations do not guarantee approval for the 2026 season.
- Application process:
 - Application form will go live on the City's webpage on February 27, 2026.
 - Applications are due by March 13, 2026. Businesses may submit applications in advance of the deadline.
 - A detailed site plan drawn to scale shall be submitted with the application. This site shall indicate the location of any platforms and seating installed in the parklet as well as any street furniture/trees. Measurements should be included to show conformance with Exhibit B.
 - Fees are payable via the parklet application site by March 20, 2026.
- Parklet Implementation:
 - The participating businesses will work with City staff to install and remove parklets at the beginning and end of the 2026 season. Implementation will be coordinated by City staff.
 - City staff will fill jersey barriers with water on the installation day. Participating businesses will be required to top off the barriers with water as needed, and the barriers must remain sufficiently full for safety purposes. City staff will continue researching alternatives to orange jersey barriers and will communicate directly with businesses if an alternate solution is to be installed.
 - If the weather on April 6, 2026, is not conducive to outdoor dining, City staff may exercise discretion on the exact dates the parklets are installed.
- Kirkwood Implications:
 - Kirkwood will remain open to vehicular traffic (unless authorized by other City or state policy or practice, such as a Special Event in the Public Right of Way, construction, utility maintenance, etc.).
 - Eligible Kirkwood businesses may participate in the Parklet Program.
- Requirements for participating businesses:
 - Participating businesses are required to provide their own furniture, decorations, platforms, etc.
 - Participating businesses are required to invest in the beautification of parklet spaces through decor that meets safety standards (see Exhibit C).
 - Participating businesses must meet all requirements for their extended outdoor seating, including the Americans with Disabilities Act (ADA), Indiana Alcohol Tobacco Commission (ATC), Monroe County Health Department, safety, and insurance requirements.
 - Participating businesses must meet ADA/Accessibility requirements as stated in Exhibit B.

- Participating businesses must meet all Monroe County Building Department requirements and permits for their extended outdoor spaces.
 - Decks or platforms can be up to a maximum of 30 inches in height.
 - If any portion of the decks/platforms exceed the maximum height requirement of 30 inches, construction design must be approved by the appropriate State and County building departments and a permit must be issued.
 - Decks/platforms, furniture, or anything else in spaces cannot block any building exits and must be designed to keep buildings in compliance with codes.
 - Any decks or platforms constructed shall allow for adequate drainage through the gutter and not block any drainage inlets.
 - Any decks or platforms constructed shall be easily removable in the event of an emergency.
 - Parklet structures cannot block access to Fire Department Connections (FDCs) or Post Indicator Valves (PIVs).
 - Tents and heaters are not allowed for use in the Outdoor Dining Program.
 - Participating businesses must comply with Indiana Fire Code regulations.
 - Businesses must remove all seating, furniture, decorations, and any other property from the parklet before the end of the program on November 9, 2026, when the parklet setups are set to come down or face fines in accordance with Title 12 of the Bloomington Municipal Code.
- Discontinuance and/or Removal
 - Failure to comply with or maintain compliance with requirements for participating businesses may result in removal of the parklet.
 - The City of Bloomington Public Works director, in consultation with the Director of Engineering, may decide to discontinue or remove all or certain parklets, at any time and for any reason.
 - In the event discontinuance or removal occurs for either of the above-stated reasons, the City shall provide each affected participating parklet entity with five-days notice.
 - If the parklet is removed by the City for reasons not related to Participant's compliance, then the parklet may be reinstalled in the same calendar year, at the City's discretion and expense. If the parklet is removed for Participant's failure to comply with requirements, then the parklet may not be reinstalled in the same calendar year.
 - All fees paid by the participating businesses are not subject to refunds, regardless of when the parklet is removed, or why it is removed. This is because the majority of costs to the City are up-front costs related to installation of barriers and compliance review and inspection.

- Any property owned by the parklet participants left in the parklet space at the end of the five days shall be removed by the City and placed in storage for thirty days, at no cost to the parklet participant. The City shall provide information to the participant regarding how and where they may retrieve their items. At the end of the thirty days, the items may be disposed of as the City deems fit.

Exhibit B: ADA/Accessibility Requirements

Parklets must conform to the Americans with Disabilities Act (ADA) guidelines and Public Right-of-Way Accessibility Guidelines (PROWAG), or have adjacent outdoor seating options which conform to the ADA and PROWAG (if applicable). It is the responsibility of the applicant to design and implement their parklet seating to be compliant. Below are guidelines that will help design your space to be compliant with the ADA, PROWAG, and the City of Bloomington's standards. The guidelines below are not expected to cover all contingencies, but rather to provide basic information that participants must adhere to.

Flush Platforms for Curb Access

- A platform flush with the curb shall be constructed. This allows easy access for all users without having to worry about slope or tripping hazards.
- Platform Surface:
 - Shall have a smooth, non-slip surface.
 - Gaps shall be no greater than ½ inch wide.
- Platforms can be up to and under 30 inches in height.
 - If any portion of the decks/platforms exceed the maximum height requirement of 30 inches, construction design must be approved by the appropriate State and County building departments and a permit must be issued.
- If a flush platform cannot be constructed, due to site constraints, a raised deck may be substituted at the discretion of the Monroe County Building Inspector and City of Bloomington Community and Family Resources Special Projects Coordinator who oversees accessibility.
 - Ramps to Deck Surface:
 - Width: The width of a ramp shall be no less than 48 inches wide.
 - Rise: The rise for any run shall be 30 inches maximum
 - Handrails: Ramps with a rise greater than 6 inches shall have handrails between 34 to 38 inches vertically above the walking surface. The handrails shall extend 12 inches beyond both the top and bottom of the ramp.
 - Edge Protection: Ramps shall have edge protection a minimum of 4 inches above the ramp surface.
 - Landings: The landing clear width shall be at least as wide as the ramp. The landing clear length shall be a minimum of 60 inches long. Ramps

that change direction at the landing shall have a clear space a minimum of 60 x 60 inches.

- Decks/platforms, furniture, or anything else in spaces cannot block any building exits and must be designed to keep buildings in compliance with codes.
- Any decks or platforms constructed shall allow for adequate drainage through the gutter and not block any drainage inlets.
- Any decks or platforms constructed shall be easily removable in the event of an emergency.
- Platforms or structures cannot block access to Fire Department Connections (FDCs) or Post Indicator Valves (PIVs).
- Further information can be found in the 2010 ADA Standards for Accessible Design:
 - Section 302 Floor or Ground Surfaces
 - Section 405 Ramps
 - Section 505 Handrails

Accessible Seating

- While it is encouraged that all seating be wheelchair accessible, it shall be required that a minimum of at least **1 seat for every 25** to remain accessible. Seating can be made accessible by following the guidelines below:
 - If only one accessible table is provided, it shall be placed closest to the accessible route into the parklet.
 - Table Height: The table shall be **28-34 inches** from the ground to the underside of the table.
 - Knee Space: There shall be at least **27 inches** of vertical knee space from the underside of the table, and at least **30 inches** wide.
 - Clearance: There shall be a clear floor space of at least **30 by 48 inches** around the accessible seating.
 - Availability: Accessible seating shall be available without necessitating the moving/removal of furniture.
 - Comparable Amenities: Accessible seating shall share all of the same amenities as non-accessible seating.
- Further information can be found in the 2010 ADA Standards for Accessible Design:
 - Section 221 *Assembly Areas*
 - Section 306 *Knee and Toe Clearance*
 - Section 902 *Dining Surfaces and Work Surfaces*
- Further information can be found in the PROWAG:
 - Section R405 Knee and Toe Clearance

Exhibit C: Beautification Guidelines

Several options are available to outdoor dining program participants for beautification. Examples of parklet + block beautification may include, but are not limited to, the adornment of art, accessibility alterations, or cosmetic improvements, all per guidelines listed in this “Exhibit C: Beautification Guidelines.” Given the potential costs for professional parklet beautification, employing cost-friendly and easy-to-implement solutions is crucial, as businesses will bear the costs. Businesses should work with City staff to determine appropriate beautification options for the spaces. **No permanent physical changes can be made to the streetscape.**

Beautification Options:

- Additional seating platforms
 - Outside of their uses associated with outdoor dining, spaces installations may include wooden or metal benches, platforms, ramps, or additional forms of seating to compensate for increased customer capacity and general community interactions.
- Adornment of art
 - Program participants are encouraged to use a variety of art sources to beautify spaces such as a collaboration with local artists and the utilization of murals.
- Space greenery
- Additional lighting
 - Please review the Bloomington Municipal Code section 20.04.090 for compliance.
- Further cosmetic and logistical improvements
 - More options for cosmetic improvements include the use of budget-friendly space dividers, outdoor rugs/flooring, temporary installations of menu/special boards, spaces dedicated for bike parking, and the inclusion of interactive features.

To: City of Bloomington Common Council
Cc: Gretchen Knapp, Deputy Mayor; Adam Wason, Director, and Cassie Werne Special Projects and Operations Manager, Public Works; Andrew Cibor, Director, Engineering; Tim Street, Director, Parks and Recreation; Mike Diekhoff, Chief, Bloomington Police Department; Roger Kerr, Chief, Bloomington Fire Department; Michael Shermis, Special Projects Coordinator, Community and Family Resources; Lisa Lehner, Council Attorney
From: Chaz Mottinger, Special Projects Manager, and Jane Kupersmith, Director, Economic and Sustainable Development
Date: January 27, 2026
Re: 2026 Outdoor Dining Program - revised

Executive Summary

City staff recommends that the Board of Public Works Program Guidelines for the City's 2026 Outdoor Dining Program focus on parklet improvements and space activation while allowing Kirkwood Avenue to remain open to vehicular traffic year-round. Data show an 8% decline in average daily visits from 2024 to 2025, despite event activity that increased by 57%, and a 16% increase in program days. Staff will target resources to improve and expand the parklet program and infrastructure, enhance major events (like Taste of Bloomington and Pridefest), and create smaller promotional events in partnership with businesses to activate the broader corridor and attract visitors to the Kirkwood and downtown corridor.

This memo shares goals, current outcomes, 2026 recommendations, background, and process information in order to finalize legislative and implementation recommendations before taking this before the Board of Public Works. Draft parklet guidelines are included with this document. City staff has engaged with businesses, residents, economic development partners, City staff, and Common Council members. Staff has leveraged Downtown Strategies, the consultant building the downtown action plan for Downtown Bloomington Inc., and Placer.ai data to inform recommendations.

Program Goals

The broader Outdoor Dining program aims to create a vibrant downtown corridor that strengthens economic development by drawing residents and visitors to Kirkwood Avenue and the heart of our community. The following are key program goals:

- **Safety as a Core Priority:** Pedestrian safety is a non-negotiable priority given the adoption of the SS4A Safety Action Plan.
- **Quality of Place:** Kirkwood should function as a cultural destination for residents of Bloomington, neighboring communities, and all other visitors.
- **Fair Implementation:** The program must serve all stakeholders—residents, businesses, and visitors—without disproportionately impacting accessibility or economic opportunity.

ADA compliance, delivery logistics, and parking solutions must be integrated into the long-term design to ensure inclusivity.

- **Economic Development:** The program seeks to foster a business-friendly climate that supports a range of businesses and creates economic activity in the downtown corridor.
- **Comprehensive Approach:** Piecemeal solutions are no longer viable. Permanent infrastructure, activation programming, and financial sustainability are critical to achieving the program's long-term objectives.

Current Status

While program successes show potential for an improved program model, challenges make the 2025 Kirkwood program model unsustainable for a variety of reasons concerning community members, City staff, and businesses.

Successes

- **Economic Boost:** Some restaurants and bars reported increased foot traffic and sales during closures.
- **Enhanced Walkability:** Survey respondents enjoyed pedestrian-friendly spaces and increased vibrancy.

Challenges

- **Economic Decline:**
 - Some retail and service businesses report decreased visits due to parking and delivery issues. Overall visits declined 8% from 2024 to 2025, despite a 57% increase in events and 16% more program days.
- **Beautification and Infrastructure Constraints:**
 - No permanent pedestrian infrastructure (e.g., curbless streets, shade structures, seating, ADA-compliant features).
 - Lack of hardscape improvements leads to underutilized or desolate blocks when not actively programmed.
 - At this time, City-funded infrastructure enhancements such as lighting, seating, shade, and other beautification efforts are not feasible due to budget limitations, as well as ongoing challenges related to unhoused residents in the area.
- **Limited Staff Capacity for Activation:**
 - City staff does not have capacity for continuous programming or management of a fully enclosed Kirkwood.
 - There is a resource strain on city divisions (Street, Sanitation, Parking) for setup, maintenance, and event coordination.
- **Limited Community and Business Activation:**
 - Outside major festivals and restaurants participating in outdoor dining, Kirkwood lacked daily activity.
 - Lack of infrastructure (shade, tables) reduced interest in programming, but infrastructure had to be removed to prevent undesired activity.

- **Public Safety Concerns:**
 - When there were no special events, the closed streets invited negative activation such as crowd surges, violence and threats of violence, and high-risk behaviors. City staff had to remove existing infrastructure to prevent undesirable behavior.
 - Emergency access and delivery logistics became more complex.
 - Illegal parking near bollards and congestion in alleyways occurred regularly.
- **Accessibility Concerns:**
 - Businesses reported difficulties with product delivery, ride-hail services, and food delivery driver access, negatively impacting customer convenience.
 - Businesses and contractors report issues relating to access for general maintenance such as pumping grease interceptors, sign maintenance, chiller repair, etc.
 - Community members report accessibility concerns including wheelchair access, curb cuts, and proximity of parking or drop-off points.
 - Community members report minor frustrations with adjacent street patterns and signage, trouble with accessing businesses.

When looking at 2025 successes and challenges, lessons learned emphasize the need for continuous activation, predictable funding, permanent infrastructure, balanced and continuous stakeholder engagement, and coordination with other activities across the city.

Fiscal Impact

- **Parking Revenue Loss:** Estimated at \$80,000 annually, with no current offset strategy.
- **Program fees:** In 2025, revenue from the Kirkwood Program was \$17,500.
- **Operational Costs and Resource Allocation:** There are increased overtime fees for bollard installation, sanitation, and event coordination. City support of business management (i.e., removing bollards for grease interceptor maintenance) has ongoing costs. Increased trash accumulation in closed blocks but inability to street sweep means additional increase in costs to maintain as well as inability to truly clean. Street and Sanitation Divisions face higher workloads (especially in the 400 block), while activation programming requires additional Public Works and ESD staff time and budget.

2026 Recommendations

- Downtown activation
 - Continue to support and implement high-quality, large downtown festivals through the Right-of-Way Special Events process led by Public Works.
 - Implement activation through organized, small-scale promotional events in partnership with the activation consultant and downtown businesses.
- Parklet enhancement
 - Update and improve the parklet program to increase comfort and accessibility.
 - Require level platforms at sidewalk grade.
 - Encourage more greenery, shade, and lighting.
 - Find an alternative solution to orange jersey barricades for future use.
- Long-term planning

- Prepare for 2027 Kirkwood Corridor Study led by Planning with participation from ESD focused on both safety and economic development.
 - Issue RFP / RFQ in 2026.
 - Secure funding via 2027 budget process.
- Continue annual reviews of closures' impacts on residents, businesses, and city operations.

Background

In response to the COVID-19 pandemic, the City of Bloomington created an economic development program to help businesses in need. Ordinance 20-11 suspended portions of the Bloomington Municipal Code during the public health emergency, allowing expanded outdoor seating and temporary closures of Kirkwood Avenue for social distancing.

The Common Council extended these measures through 2021. In 2022, Ordinance 22-01 established the expanded outdoor dining program more fully, allowing parklets and enhanced pedestrian seating. Annual renewals continued through 2023. In 2024, full street conversion was suspended due to the Clear Creek Reconstruction project, requiring Kirkwood to remain open for traffic flow.

In 2025, the Common Council authorized Ordinance 2025-02, which supported indefinite seasonal closure and continuation of the parklet program. This ordinance eliminated the need for annual visits to Common Council to approve the program and reduced uncertainty for businesses by making the closure permanent, while leaving details of that implementation, including which blocks are closed or open, up to staff. Each year program guidelines are required to be presented to the Board of Public Works for approval.

What began as an emergency response during the pandemic has evolved into a shared community vision: creating a vibrant third space on Kirkwood Avenue, the City's gateway from town to gown in the heart of Bloomington. The Expanded Outdoor Dining Program and seasonal Kirkwood closures demonstrated strong community support, but the way they are currently able to be implemented, these measures are incomplete solutions.

Kirkwood is central to Bloomington's economy, attracting visitors locally, regionally, and nationally. Tourism is a major economic driver in Bloomington and Monroe County: in 2023, the most recent available data from Visit Bloomington, Monroe County saw \$509.4 million in visitor spending, generating a \$309 million total economic impact. With the Bloomington Convention Center opening in 2027, visitor activity—and demand for a vibrant Kirkwood corridor—will only increase.

To deliver what residents and businesses want—a thriving Kirkwood corridor that works for everyone—Bloomington needs a comprehensive vision and plan. In 2027, the Planning & Transportation Department and Economic & Sustainable Development Department will launch a corridor study for Kirkwood that will include robust resident and business input to shape the future of Kirkwood. The Kirkwood corridor study will be driven by planning best practices and will include a formal economic development analysis.

2025–2026 Process

To evaluate this program and the evolving needs of our community, staff has done the following.

- Examine Placer.ai data for visitor trends and engagement patterns.
- Conducted community engagement
 - Solicited feedback from businesses on Kirkwood and around the square
 - Solicited resident feedback
 - Engaged with community stakeholder groups—DBI, Chamber, IU
- Communicated with Council members
- Engaged departments across City Hall
- Incorporated feedback from Downtown Strategies (consultant developing the downtown action plan)

Placer

- [Placer](#) data was used to compare year-over-year activity on Kirkwood. Exports from Placer are included in the appendices. Given changes in the number of days of the closure and outdoor dining program, staff translated total visits during the closure to a daily visit rate. See the following table for details. Kirkwood Ave. experienced an increase in daily visits during 2024 when the street was open. Staff included only visits that were longer than 10 minutes. Average dwell time appears to be a bit longer when the street is closed. In 2025 Taste of Bloomington average dwell time was 87 minutes, which skewed the 2025 average. Staff was unable to pull data in a way that allowed us to exclude dwell time for a single day, making it difficult to compare dwell time year over year.

Year	Street status	Program days	Total visits to Kirkwood	Average dwell time (mins)	Average daily visits
2023	Closed	179	568,000	75	3,173
2024	Open	189	674,800	67	3,570
2025	Closed	220	729,100	80	3,314
2025 (excl. Taste)	Closed	219	715,100	NA	3,265

Community Engagement

When 50 Kirkwood and other downtown businesses were polled, there was a roughly 50/50 split between those businesses advocating for continuation/expansion and those favoring discontinuation or scaling back to parklets.

Survey data from 127 residents shows support for expansion/permanence or keeping seasonal closure but also suggested improvements, emphasizing consistent activation, amenities, accessibility, and parking and traffic clarity.

Feedback supports a pedestrian-friendly Kirkwood with a higher level of infrastructure and activation to justify closures. Additionally, some feedback indicates that survey respondents were referencing special event closures rather than ordinary closure of Kirkwood for dining.

Staff interprets the Kirkwood business feedback to be representative, given that staff engaged or tried to engage every single business on Kirkwood as well as some adjacent businesses on the square. The resident feedback that we do have is important, but unlikely to be statistically significant, given the number of respondents and the way outreach was conducted (promoted at City-sponsored events and online).

Common Council

Special Projects Manager Chaz Mottinger met with eight of nine councilmembers prior to the writing of this memo to ensure transparency and solicit feedback. Staff will present the program recommendation during a Council session on February 4th at 6:30pm in Council Chambers.

Staff

Planning, Engineering, Public Works, Public Safety, CFRD, and Parks have engaged in the planning of 2026 and support the current plan. The Planning Department and ESD will start laying the foundation for the 2027 corridor study in early 2026. Staff will continue engaging across departments on 2026 implementation and communication.

Community Stakeholders

The Chamber of Commerce indicates that it is supportive of whatever is executed well. Downtown Bloomington, Inc and Indiana University are supportive of the 2026 recommendation. Staff will continue engaging with these groups as the plan is implemented.

Downtown Strategies Recommendations

Downtown Strategies is a consulting firm that specializes in data-driven approaches to real estate, retail, design, policy, and tourism that was contracted by Downtown Bloomington, Inc. (DBI) to develop Bloomington's Downtown Action Plan. The study is complete, and the action plan is in the process of being finalized with input from members of DBI, which includes business owners, representatives of the County Council, City Council, City government, Visit Bloomington, and the Chamber. ESD staff will share the final plan with all Kirkwood stakeholders when it is finalized.

A main takeaway from Downtown Strategies' study is that well-implemented major events and targeted micro-events involving businesses create more economic benefit over time than a full street closure. Micro-events or small-scale promotions attract visitors downtown and intentionally connect them with businesses. These include art crawl, coffee crawl, scavenger hunt, instagram challenges, selfie spots etc.

Immediate Next Steps

- Continue stakeholder engagement and implement communications plan.
- Update parklet guidelines with the Board of Public Works.
- Investigate alternatives to orange jersey barriers for future years.
- Begin implementation of the Downtown Action Plan in collaboration with Downtown Bloomington, Inc., downtown businesses, DT Activation Coordinator, and internal City departments.

Conclusion

The vision for Kirkwood is clear: a safe, inclusive, and vibrant corridor that reflects our community's identity and drives economic vitality. While seasonal closures provided short-term benefits, they exposed structural and logistical limitations. Moving forward, the City will pursue permanent parklet infrastructure, enhanced amenities, and strategic activation to transform Kirkwood into a year-round destination. The proposed 2026 guidelines ensure quality, accessibility, sustainability, and cultural vibrancy, while allowing staff to take steps toward long range planning of the corridor.



To: Bloomington City Council & Board of Public Works
From: Andrew Cibor, City Engineer
Date: February 12, 2026
Subject: Suspension of Seasonal Kirkwood Closure

City Council Ordinance 2025-02 established an annual outdoor dining program that formalized the use of parklets in the downtown area and a closure of Kirkwood Avenue between Walnut Street and Indiana Avenue from March through November. Section 7 of the Ordinance authorizes the City Engineer to permanently or temporarily suspend the program in part or in whole “in cases of emergency, lack of participation, or any other reason that may render the Program impractical.”

Consistent with the recommendations and rationale documented in the attached memo (2026 Outdoor Dining Program - revised, dated January 27, 2026), the Kirkwood closure component of the program is suspended for the 2026 season due to lack of participation and impracticality (budget). The suspension will begin on the start date of the 2026 Outdoor Dining season (April 9, 2026, weather permitting).

City staff recommends that the Board of Public Works adopt Outdoor Dining Program Guidelines for 2026 that focus on parklet improvements and space activation while allowing Kirkwood Avenue to generally remain open to vehicular traffic.



Public Works <public.works@bloomington.in.gov>

re: Regarding the Seasonal Closure of Kirkwood Ave

Talia Halliday <gathershoppe@gmail.com>
To: public.works@bloomington.in.gov

Mon, Feb 16, 2026 at 8:41 PM

Dear Members of the Board of Public Works,

My name is Talia Halliday. I am a downtown business owner (for 13+ years with Gather + oak.) , the Downtown/ Kirkwood Activation Coordinator, and an event coordinator who produces multiple public events throughout our city center (Bloomington Handmade Market and Witch Fest). I care deeply about the success and perception of our downtown, which is why I respectfully oppose the proposed seasonal closure of Kirkwood Avenue.

Meaningful activation across multiple blocks would require not only a much larger team and infrastructure investment, but also a dedicated event budget. Without those resources, we cannot consistently program or manage the space in a way that reflects the best of Bloomington or creates sustained economic impact.

The closure is only actively utilized a small percentage of the time. Indiana weather is unpredictable -- April and May are often cold or wet, and peak summer heat significantly reduces outdoor dining and event participation. For much of the season, the result is long stretches of empty roadway. Instead of vibrancy, we see underused space that hinders parking, access, and business flow.

Kirkwood is the gateway between downtown and Indiana University Bloomington, leading directly to the Sample Gates. When those blocks are not fully and positively activated, the visual impact is not one of energy, but absence.

We can activate Kirkwood strategically without a full-time closure by keeping the road open while expanding parkettes, modular seating, temporary high impact low stakes activations within the business community, weekend programming, and targeted event-based street closures. This approach allows us to fill the space intentionally, drive foot traffic when it is most viable, and create measurable economic impact -- without restricting daily access, parking, or delivery flow. It also ensures that activation supports all downtown businesses equitably, rather than benefiting only a limited number of establishments.

Our goal should be consistent vibrancy, not seasonal vacancy. I urge thoughtful reconsideration in favor of a balanced strategy that strengthens the entire downtown ecosystem.

Respectfully,
Talia Halliday

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Shopkeep & Owner [Gather :handmade shoppe & Co:](#)

Owner/Artisan [Conduit Press](#) : reclaimed leather & book art :

Coordinator & Treasurer [Bloomington Handmade Market](#)

Rev. Kyrmen Rea
First Christian Church (Disciples of Christ)
205 E. Kirkwood Ave
Bloomington, IN 47408

February 19, 2026

To: Members of the Bloomington Board of Public Works

I am writing on behalf of my congregation, First Christian Church (Disciples of Christ) on the subject of Bloomington's 2026 Outdoor Dining Guidelines. First Christian sits on the corner of Kirkwood Ave and Washington St.; the potential closure of Kirkwood is a critical issue for our congregation. I want to state our strong opposition to the closure of Kirkwood Avenue on our block as such a closure would seriously complicate our congregants' and our many community partners' ability to access our property. Parking in the area is already limited, so we count on the availability of the spaces in front of the church on Kirkwood. Additionally, those who are unable to walk long distances may be unable to participate in on-site activities if parking on Kirkwood is not possible.

One of the greatest challenges of our church's location is our very limited proprietary parking; First Christian owns only six parking spaces. Those spaces are located in the alley between our church building and the Campbell House, also owned by First Christian, currently housing Habitat for Humanity. They must be accessed from the alley that runs north-south from Kirkwood to 6th St., and, since the spaces are angled and the alley is narrow, parking is only possible when entering the alley from Kirkwood. Closure of Kirkwood, then, would make it impossible for us to use our parking spaces.

First Christian strives to make downtown better through its service to our unhoused neighbors and through the provision of space to such organizations as Mobility Aids Lending Library, Stages Bloomington, multiple recovery groups (Narcotics Anonymous, Alcoholics Anonymous, and Recovery Dharma), Traveling University, and Bloomington Watercolor Society. Making our building more difficult to access by closing Kirkwood would negatively impact hundreds of people every week. I hope you will take these concerns into account as you make decisions about the 2026 Outdoor Dining Program.

Thank you,
Rev. Kyrmen Rea, Senior Minister
First Christian Church (Disciples of Christ)

To: City of Bloomington Common Council
From: Bob Costello, President Kirkwood Community Association
Date: February 2, 2026
Re: Formal Rebuttal on proposed reopening of Kirkwood during summer months

The Kirkwood Community Association formally recommends that the City of Bloomington continue the seasonal pedestrianization of Kirkwood Avenue as agreed by the Bloomington City Council in 2025. We contend the staff memo's economic and safety data is insufficient to justify a policy reversal that undermines the city's long-term vision.

The staff memo does **not present sufficient evidence to justify abandoning seasonal pedestrianization of Kirkwood Avenue**. The data cited does not establish causation between street closures and reduced economic activity, and several conclusions drawn are internally inconsistent with the memo's own findings. Furthermore, the **Kirkwood Community Association was never approached as a stakeholder**.

The recommendation to keep Kirkwood open to vehicular traffic represents a **policy retreat from a widely supported long-term vision shared by the Bloomington City Council as recently as 2025**. This vision prioritizes pedestrian experience, downtown vitality, and Bloomington's identity as a cultural destination. Implementation challenges should be addressed through improved design, investment, and management, not by eliminating the core strategy.

1. Data Interpretation: Correlation Is Not Causation

Staff relies heavily on an 8% decline in average daily visits from 2024 to 2025 to support reopening Kirkwood to vehicles. However, the memo does not demonstrate that street closure caused this decline.

Notably absent from the analysis:

- Any control comparison to other downtown corridors or peer cities
- Adjustment for broader economic trends affecting retail and dining
- Segmentation by business type or time-of-day patterns
- Analysis of visitor quality versus quantity
- **Any mention of the closure of Indiana Ave. last summer**
- **Any mention of the closure of both of the IU street level parking lots on N Dunn**
- **Any mention of the loss of on street parking spaces due to construction workers using them during the Poplars project (6th St., Dunn St., 7th St. etc.)**
- **Any mention of a reduction in football games and key games**

Without isolating variables, the data cannot support the conclusion that pedestrianization negatively impacted economic activity. At most, it shows that challenges coexist with closures—not that closures are the cause.

2. Dwell Time: A Key Metric Is Undervalued

The memo acknowledges that **average dwell time is longer when Kirkwood is closed**. This is a critical point that is underweighted in staff's conclusions. **Dwell well time offers deeper insights into customer experience, interest levels, and potential conversion rates.**

Longer dwell time is widely recognized as a stronger indicator of economic value than raw foot traffic. Visitors who stay longer are more likely to spend money, visit multiple businesses, and return.

The memo's own data suggests that pedestrianization enhances the quality of downtown engagement, evidenced by longer average dwell times.

3. Safety Concerns Are Asserted Without Supporting Evidence

Public safety is framed as a central justification for reopening Kirkwood, yet the memo provides:

- No quantitative incident data
- No comparison between open and closed conditions
- No distinction between special event days and ordinary days
- No crime/accident data

The memo also acknowledges that infrastructure was removed due to concerns about undesirable activity, which likely exacerbated safety and activation challenges.

Safety issues should be addressed through **design, lighting, staffing, and enforcement strategies**, not by reintroducing vehicular traffic into a space intended for people.

4. Budget Constraints Reflect Policy Choices, Not Impossibility

Staff cites budget limitations and staffing capacity as barriers to permanent infrastructure and activation. However:

- Parking revenue loss is acknowledged but no creative solution has been offered
- Lack of activation by the City of Bloomington
- Alternative funding models (BIDs, sponsorships, phased capital investment) are not explored

The lack of infrastructure investment is not evidence that pedestrianization fails.

5. Equity and Accessibility Require Better Design, Not Cars

Concerns about accessibility, deliveries, and maintenance are real, but solvable. And were solved in the preceding years.

Peer cities have successfully addressed these issues through:

- Timed delivery windows
- Designated service access hours
- Curbless or shared-street designs
- Strategic loading zones

Equitable access is not always a car centric design. Closing Kirkwood provides a unique and safe corridor for pedestrians and cycling enthusiasts.

6. Vision Deferral Undermines Momentum

The memo repeatedly references a 2027 corridor study as the venue for long-term decision-making, while recommending a significant policy reversal in 2026.

This approach:

- Creates uncertainty for businesses
- **Businesses invested in the outdoor project because of the ordinance passed last year anticipating the three year trial would continue**
- Undermines public trust
- Risks losing momentum built over multiple years

- **The City of Bloomington has already paid for a previous Kirkwood study. Instead of spending more tax payer dollars on another study, let's implement the one we have.**

If Kirkwood is truly envisioned as a cultural gateway and third space, that vision should be reinforced.

7. Micro-Events Cannot Replace a Baseline Pedestrian Experience

Staff places heavy emphasis on micro-events as an alternative to street closure. While events add value, they:

- Require continuous staffing and coordination including ballard removal: 10 micro events plus 8 home football weekends = 18 weekends in 2026
- Benefit only certain businesses
- Do not create daily vibrancy

A successful downtown should feel welcoming and active on an ordinary weekday—not only during programmed events.

Conclusion

The challenges identified in the 2025 program reflect **a lack of dedicated city management, temporary infrastructure, and consistent activation**, not a fundamental failure of the pedestrian concept. Reopening Kirkwood to vehicles addresses symptoms rather than causes and risks diluting the corridor's identity at a critical moment of downtown growth.

Instead of abandoning seasonal closure, the City should:

- Commit to a pedestrian-first framework
- Invest incrementally in permanent infrastructure
- Improve management and activation strategies
- Use 2026 as a refinement year, not a reversal

Kirkwood Avenue is not merely a transportation corridor but rather the artery connecting our town and gown. Policy decisions should reflect that role.



Board of Public Works Claim Register

Invoice Date Range 02/14/26 - 02/27/26

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 43430 - Animal Adoption Fees										
Angelina Fiore	FIORE-021126	01-refund adoption fee-2/1/26	Paid by Check # 81230		02/17/2026	02/17/2026	02/27/2026		02/27/2026	100.00
Turan Muhmudli	MAHMUDLI-012726	01-refund adoption fee-canine-2/2/2026	Paid by Check # 81234		02/17/2026	02/17/2026	02/27/2026		02/27/2026	100.00
Account 43430 - Animal Adoption Fees Totals									Invoice Transactions 2	<u>\$200.00</u>
Account 52110 - Office Supplies										
6530 - Office Depot, INC	456390479001	01-Storage Bags for Foster Program & White Board cleaner	Paid by EFT # 70943		02/17/2026	02/17/2026	02/27/2026		02/27/2026	6.69
Account 52110 - Office Supplies Totals									Invoice Transactions 1	<u>\$6.69</u>
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM241343	01-Storage Bags for foster program	Paid by EFT # 70873		02/17/2026	02/17/2026	02/27/2026		02/27/2026	64.20
313 - Fastenal Company	INBLM241227	01-Paper towels	Paid by EFT # 70873		02/17/2026	02/17/2026	02/27/2026		02/27/2026	97.33
4586 - Hill's Pet Nutrition Sales, INC	256112367	01-Prescription Diet food 02/06/26	Paid by EFT # 70890		02/17/2026	02/17/2026	02/27/2026		02/27/2026	143.65
4586 - Hill's Pet Nutrition Sales, INC	256031584	01-Dog, Puppy & Cat Food 01/30/26	Paid by EFT # 70890		02/17/2026	02/17/2026	02/27/2026		02/27/2026	150.19
4586 - Hill's Pet Nutrition Sales, INC	256113195	01-Dog, Puppy & Cat Food 02/06/26	Paid by EFT # 70890		02/17/2026	02/17/2026	02/27/2026		02/27/2026	203.67
4574 - John Deere Financial f.s.b. (Rural King)	155425	01-Litter -50 40lb bags pellet bedding-2/9/26	Paid by Check # 81215		02/17/2026	02/17/2026	02/27/2026		02/27/2026	274.50
4633 - Midwest Veterinary Supply, INC	27701771-200	01-nitrile exam gloves (XL)-2/10/26	Paid by EFT # 70929		02/17/2026	02/17/2026	02/27/2026		02/27/2026	40.32
4633 - Midwest Veterinary Supply, INC	27701771-150	01-Antiparasitics, antibiotics, needles, rabies forms 2/10/26	Paid by EFT # 70929		02/17/2026	02/17/2026	02/27/2026		02/27/2026	427.40
4633 - Midwest Veterinary Supply, INC	27632129-050	01-nitrile exam gloves (XL)-2/3/26	Paid by EFT # 70929		02/17/2026	02/17/2026	02/27/2026		02/27/2026	81.39
4633 - Midwest Veterinary Supply, INC	27632129-000	01-Stain, oil for microscope, antiparasitics, antibiotics 2/3/26	Paid by EFT # 70929		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,689.56
4633 - Midwest Veterinary Supply, INC	27585002-000	01-Antibiotics, suture glue, alcohol 1/29/26	Paid by EFT # 70929		02/17/2026	02/17/2026	02/27/2026		02/27/2026	967.83
4633 - Midwest Veterinary Supply, INC	27524101-100	01-Sanitizer-1 55 gallon drum Rescue Concentrate-1/27/26	Paid by EFT # 70929		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,837.15
6530 - Office Depot, INC	456390479001	01-Storage Bags for Foster Program & White Board cleaner	Paid by EFT # 70943		02/17/2026	02/17/2026	02/27/2026		02/27/2026	29.09



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Fund 1101 - General										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 52210 - Institutional Supplies										
4707 - Vortech Pharmaceuticals	124748	01-(6) Fatal Plus Solution	Paid by Check # 81226		02/17/2026	02/17/2026	02/27/2026		02/27/2026	623.30
Account 52210 - Institutional Supplies Totals Invoice Transactions 14										<u>\$6,629.58</u>
Account 52310 - Building Materials and Supplies										
453 - ULINE, INC	203380771	01-Storage rack for animal feed	Paid by EFT # 70997		02/17/2026	02/17/2026	02/27/2026		02/27/2026	795.30
Account 52310 - Building Materials and Supplies Totals Invoice Transactions 1										<u>\$795.30</u>
Account 53130 - Medical										
6529 - BloomingPaws, LLC	752233	01-Rabbit Spay-Louise- 02/06/26	Paid by EFT # 70831		02/17/2026	02/17/2026	02/27/2026		02/27/2026	230.40
6529 - BloomingPaws, LLC	752231	01-Rabbit Spay-Thelma- 02/06/26	Paid by EFT # 70831		02/17/2026	02/17/2026	02/27/2026		02/27/2026	230.40
Account 53130 - Medical Totals Invoice Transactions 2										<u>\$460.80</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	15379-001 0126	01-ACC-water/sewer bill-January 2026	Paid by Check # 81192		02/18/2026	02/18/2026	02/18/2026		02/18/2026	600.96
Account 53530 - Water and Sewer Totals Invoice Transactions 1										<u>\$600.96</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	13241218-0020926	01-ACC-gas bill 01/06/26-02/03/26	Paid by Check # 81199		02/18/2026	02/18/2026	02/18/2026		02/18/2026	863.38
Account 53540 - Natural Gas Totals Invoice Transactions 1										<u>\$863.38</u>
Account 53610 - Building Repairs										
321 - Harrell Fish, INC (HFI)	ZW36554	01-Winter PM- HVAC Units-1/15/2026	Paid by EFT # 70884		02/17/2026	02/17/2026	02/27/2026		02/27/2026	2,078.02
321 - Harrell Fish, INC (HFI)	ZW36744	01-Heater Repair-Main Entrance-thermostat needs replaced- 1/08/26	Paid by EFT # 70884		02/17/2026	02/17/2026	02/27/2026		02/27/2026	262.00
392 - Koorsen Fire & Security, INC	IN01144259	01-Annual Fire Extinguisher Inspection and Service 01/28/26	Paid by EFT # 70919		02/17/2026	02/17/2026	02/27/2026		02/27/2026	169.74
Account 53610 - Building Repairs Totals Invoice Transactions 3										<u>\$2,509.76</u>
Account 53990 - Other Services and Charges										
231 - IU Health OCC Health Services	00175475-00	01-Rabies Titer -Steury 12/09/25	Paid by EFT # 70903		02/17/2026	02/17/2026	02/27/2026		02/27/2026	240.00
Account 53990 - Other Services and Charges Totals Invoice Transactions 1										<u>\$240.00</u>
Program 010000 - Main Totals Invoice Transactions 26										<u>\$12,306.47</u>



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Fund 1101 - General										
Department 01 - Animal Shelter										
Program 010001 - Donations Over \$5K										
Account 53130 - Medical										
6529 - BloomingPaws, LLC	752525	01-Exam and diagnostics-7 month kitten- 02/06/26	Paid by EFT # 70831		02/17/2026	02/17/2026	02/27/2026		02/27/2026	459.08
6529 - BloomingPaws, LLC	752342	01-Heartworm Treatment-Remember- 02/06/26	Paid by EFT # 70831		02/17/2026	02/17/2026	02/27/2026		02/27/2026	249.78
6529 - BloomingPaws, LLC	752234	01-Mass removal & histopathology-Dudley- 02/06/26	Paid by EFT # 70831		02/17/2026	02/17/2026	02/27/2026		02/27/2026	603.47
6529 - BloomingPaws, LLC	752207	01-X Rays and Exam Skipper 02/06/26	Paid by EFT # 70831		02/17/2026	02/17/2026	02/27/2026		02/27/2026	224.00
6529 - BloomingPaws, LLC	752206	01-Vet Exam & Diagnostics Oliver 02/06/26	Paid by EFT # 70831		02/17/2026	02/17/2026	02/27/2026		02/27/2026	246.84
3376 - Bloomington Pets Alive, INC	2385710	01-Spay/Neuter Surgeries 02/02/26- 02/10/26	Paid by EFT # 70836		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,518.00
3376 - Bloomington Pets Alive, INC	2381764	01-Spay/Neuter Surgeries 01/15/26- 01/29/26	Paid by EFT # 70836		02/17/2026	02/17/2026	02/27/2026		02/27/2026	3,676.00
10102 - Megan Brunn (Purrs and Paws LLC)	1/30/26 BACC	01-Spay/neuter serv-13 feline, 3 puppy, 1 dog- 1/30/26	Paid by EFT # 70844		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,720.00
10102 - Megan Brunn (Purrs and Paws LLC)	2/6/26 BACC	01-Spay/neuter serv-6 feline, 2 puppy, 1 dog- 2/5/2026	Paid by EFT # 70844		02/17/2026	02/17/2026	02/27/2026		02/27/2026	960.00
3929 - IDEXX Laboratories, INC	0126165023	01-Bloodwork, Fecal and urinalysis 01/31/26	Paid by EFT # 70894		02/17/2026	02/17/2026	02/27/2026		02/27/2026	216.75
175 - Monroe County Humane Association, INC	57641	01-X Rays 02/10/26	Paid by EFT # 70932		02/17/2026	02/17/2026	02/27/2026		02/27/2026	50.00
175 - Monroe County Humane Association, INC	57562	01-Spay Surgeries 02/03/26	Paid by EFT # 70932		02/17/2026	02/17/2026	02/27/2026		02/27/2026	807.00
							Account 53130 - Medical Totals	Invoice Transactions 12		\$10,730.92
							Program 010001 - Donations Over \$5K Totals	Invoice Transactions 12		\$10,730.92
							Department 01 - Animal Shelter Totals	Invoice Transactions 38		\$23,037.39
Department 02 - Public Works										
Program 020000 - Main										
Account 46060 - Other Violations										
Steve A Engel	ENGEL-021026	26-Officer error, entered an alpha instead of a number	Paid by Check # 81229		02/17/2026	02/17/2026	02/27/2026		02/27/2026	30.00
							Account 46060 - Other Violations Totals	Invoice Transactions 1		\$30.00



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Fund 1101 - General										
Department 02 - Public Works										
Program 020000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HWV-VKHY-9YYN	02-Downtown Specialist Winter Shoes and Warmers	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	104.97
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MN3-HR64-Q1KP	02-TV Mount-Adam Wason Office-Trades Garage	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	47.59
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1W9F-QFY3-QLD1	02-65" TV-Adam Wason Office in Trades Garage	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	856.39
Account 52420 - Other Supplies Totals									Invoice Transactions 3	\$1,008.95
Account 53210 - Telephone										
1079 - AT&T	812R08178801-26	02-Radio circuits-phone chgs 12/29/25-1/28/26 -812-R08-1788 788 1	Paid by Check # 81191		02/18/2026	02/18/2026	02/18/2026		02/18/2026	179.35
Account 53210 - Telephone Totals									Invoice Transactions 1	\$179.35
Program 020000 - Main Totals									Invoice Transactions 5	\$1,218.30
Department 02 - Public Works Totals									Invoice Transactions 5	\$1,218.30
Department 03 - City Clerk										
Program 030000 - Main										
Account 52420 - Other Supplies										
6222 - Apple, INC	MC47803903	03-Apple pencil	Paid by EFT # 70819		02/17/2026	02/17/2026	02/27/2026		02/27/2026	119.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$119.00
Account 53160 - Instruction										
3913 - Indiana League Of Municipal Clerks & Treasurers	127247	03-ILMCT Institute & Academy classes-DC Williamson	Paid by Check # 81213		02/17/2026	02/17/2026	02/27/2026		02/27/2026	450.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$450.00
Account 53320 - Advertising										
205 - City Of Bloomington	2026 BHM	03-Platinum sponsorship 2026 Black History Month	Paid by Check # 81208		02/17/2026	02/17/2026	02/27/2026		02/27/2026	2,000.00
Account 53320 - Advertising Totals									Invoice Transactions 1	\$2,000.00
Account 53910 - Dues and Subscriptions										
3913 - Indiana League Of Municipal Clerks & Treasurers	2026 ILMCT Dues	03-Annual dues ILMCT-Bolden/McDowell/Cross ley/Stoll/Williamson	Paid by Check # 81213		02/17/2026	02/17/2026	02/27/2026		02/27/2026	610.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$610.00
Program 030000 - Main Totals									Invoice Transactions 4	\$3,179.00
Department 03 - City Clerk Totals									Invoice Transactions 4	\$3,179.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53970 - Mayor's Promotion of Business										
7545 - Big Boy's Moving LLC (BBM Services)	3988	04-On-call Maintenance Services 01/12/26	Paid by EFT # 70829		02/17/2026	02/17/2026	02/27/2026		02/27/2026	488.15
7545 - Big Boy's Moving LLC (BBM Services)	4014	04-On-call Maintenance Services 01/30/26	Paid by EFT # 70829		02/17/2026	02/17/2026	02/27/2026		02/27/2026	260.00
Account 53970 - Mayor's Promotion of Business Totals							Invoice Transactions	2		<u>\$748.15</u>
Program 040000 - Main Totals							Invoice Transactions	2		<u>\$748.15</u>
Program 04CRED - ESD CRED										
Account 53960 - Grants										
51483 - Downtown Bloomington, INC	DAPAGRANT-02.26	04-Marketing Assistance Grant Program for Small Businesses 2026	Paid by EFT # 70864		02/17/2026	02/17/2026	02/27/2026		02/27/2026	20,000.00
Account 53960 - Grants Totals							Invoice Transactions	1		<u>\$20,000.00</u>
Program 04CRED - ESD CRED Totals							Invoice Transactions	1		<u>\$20,000.00</u>
Department 04 - Economic & Sustainable Dev Totals							Invoice Transactions	3		<u>\$20,748.15</u>
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
50587 - Barnes & Thornburg LLP	3485170	06-Legal services-Sudbury/Summit Housing Dev-September 2025	Paid by EFT # 70824		02/17/2026	02/17/2026	02/27/2026		02/27/2026	325.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals							Invoice Transactions	1		<u>\$325.00</u>
Program 060000 - Main Totals							Invoice Transactions	1		<u>\$325.00</u>
Department 06 - Controller's Office Totals							Invoice Transactions	1		<u>\$325.00</u>
Department 07 - Engineering										
Program 070000 - Main										
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-25034	07 - 250 Business Cards for J Garzee	Paid by EFT # 70928		02/17/2026	02/17/2026	02/27/2026		02/27/2026	77.08
Account 53310 - Printing Totals							Invoice Transactions	1		<u>\$77.08</u>
Account 53910 - Dues and Subscriptions										
53442 - Paragon Micro, INC	S5248401	07 - Bluebeam Revu Annual Subscription License 1/20-8/28/26	Paid by EFT # 70946		02/17/2026	02/17/2026	02/27/2026		02/27/2026	219.99
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	1		<u>\$219.99</u>



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Fund 1101 - General										
Department 07 - Engineering										
Program 070000 - Main										
Account 53990 - Other Services and Charges										
11272 - Patriot Engineering And Enviromental, INC	148416	07-Geotechnical Serv-Hopewell West CME-thru 01/31/26	Paid by EFT # 70950		02/17/2026	02/17/2026	02/27/2026		02/27/2026	78.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$78.00
Program 070000 - Main Totals							Invoice Transactions	3		\$375.07
Department 07 - Engineering Totals							Invoice Transactions	3		\$375.07
Department 09 - CFRD										
Program 090000 - Main										
Account 53960 - Grants										
9572 - Girls Inc of Shelbyville & Shelby County (Monroe)	2.4.26	09-CFRD Sponsorship-Champions For Girls Luncheon 2026	Paid by EFT # 70880		02/17/2026	02/17/2026	02/27/2026		02/27/2026	500.00
Account 53960 - Grants Totals							Invoice Transactions	1		\$500.00
Program 090000 - Main Totals							Invoice Transactions	1		\$500.00
Department 09 - CFRD Totals							Invoice Transactions	1		\$500.00
Department 10 - Legal										
Program 100000 - Main										
Account 53120 - Special Legal Services										
10176 - RJL Solutions LLC	3935	10-Opportunity Zone Planning & Advocacy-Monthly-2/1/26	Paid by EFT # 70964		02/17/2026	02/17/2026	02/27/2026		02/27/2026	5,000.00
Account 53120 - Special Legal Services Totals							Invoice Transactions	1		\$5,000.00
Account 53160 - Instruction										
19660 - Bose McKinney & Evans, LLP	12094M	10-Legal Seminar 2025 Lab & Empl-A. Brittingham 10/24/25	Paid by EFT # 70838		02/17/2026	02/17/2026	02/27/2026		02/27/2026	99.00
19660 - Bose McKinney & Evans, LLP	12095M	10-Legal Seminar 2025 Lab & Empl-T. Brown 10/24/25	Paid by EFT # 70838		02/17/2026	02/17/2026	02/27/2026		02/27/2026	99.00
Account 53160 - Instruction Totals							Invoice Transactions	2		\$198.00
Program 100000 - Main Totals							Invoice Transactions	3		\$5,198.00
Department 10 - Legal Totals							Invoice Transactions	3		\$5,198.00



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Fund 1101 - General										
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 52420 - Other Supplies										
53163 - Warm Hugs LLC (My Sports Locker)	21789	11-City Branded Jacket for Geoff McKim	Paid by EFT # 71003		02/17/2026	02/17/2026	02/27/2026		02/27/2026	108.00
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$108.00
Program 110000 - Main Totals								Invoice Transactions	1	\$108.00
Department 11 - Mayor's Office Totals								Invoice Transactions	1	\$108.00
Department 12 - Human Resources										
Program 120000 - Main										
Account 53160 - Instruction										
5444 - Tyler Technologies, INC	045-552055	12-project management 1/31/26	Paid by EFT # 70996		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,097.00
5444 - Tyler Technologies, INC	045-552335	12-plans overview & training sessions - Jan 29, 2026	Paid by EFT # 70996		02/17/2026	02/17/2026	02/27/2026		02/27/2026	780.00
Account 53160 - Instruction Totals								Invoice Transactions	2	\$1,877.00
Account 53990 - Other Services and Charges										
9342 - Andrea I DE LA Rosa	233114	12-Educational Reimbursement Dec 4- Dec 5, 2025	Paid by EFT # 70860		02/17/2026	02/17/2026	02/27/2026		02/27/2026	710.00
14049 - Robert Half INC	65843228	12-Contract-payroll process proj-week ending 1-23-2026	Paid by EFT # 70965		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,055.70
14049 - Robert Half INC	65866308	12-Contract-payroll process proj-week ending 1-30-2026	Paid by EFT # 70965		02/17/2026	02/17/2026	02/27/2026		02/27/2026	892.50
14049 - Robert Half INC	65889013	12-Contract-payroll process proj-week ending 2-06-2026	Paid by EFT # 70965		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,848.75
Account 53990 - Other Services and Charges Totals								Invoice Transactions	4	\$4,506.95
Program 120000 - Main Totals								Invoice Transactions	6	\$6,383.95
Department 12 - Human Resources Totals								Invoice Transactions	6	\$6,383.95
Department 13 - Planning										
Program 130000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LLD-61MF-7QTM	13- Headphones for Administrative Assistant	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	24.69
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FFY-1LFC-7M4K	13- Pens, white out, and notepads	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	55.23
Account 52110 - Office Supplies Totals								Invoice Transactions	2	\$79.92



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Fund 1101 - General										
Department 13 - Planning										
Program 130000 - Main										
Account 53320 - Advertising										
9241 - USA TODAY FKA Gannett Media Corp (Legal Ads)	0007543231	13-Legal Ads 01/02/26-01/25/26	Paid by EFT # 70999		02/17/2026	02/17/2026	02/27/2026		02/27/2026	644.00
Account 53320 - Advertising Totals								Invoice Transactions	1	\$644.00
Program 130000 - Main Totals								Invoice Transactions	3	\$723.92
Department 13 - Planning Totals								Invoice Transactions	3	\$723.92
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52210 - Institutional Supplies										
651 - Engraving & Stamp Center, INC	51807	19-City Hall signage - 2/10/2026	Paid by EFT # 70870		02/17/2026	02/17/2026	02/27/2026		02/27/2026	23.83
Account 52210 - Institutional Supplies Totals								Invoice Transactions	1	\$23.83
Account 52310 - Building Materials and Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TY6-JX31-GD6X	19 - fuses, drain cleaner	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	70.60
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TY6-JX31-NTNV	19 - City Hall door stops (6)	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	55.74
409 - Black Lumber Co. INC	624132	19 - 8" toilet tank lever, white flush lever & tank lever	Paid by EFT # 70830		02/17/2026	02/17/2026	02/27/2026		02/27/2026	25.96
409 - Black Lumber Co. INC	K23627	19 - SmartlockPro Self-Test 20A Ivory Comm. Grade outlets	Paid by EFT # 70830		02/17/2026	02/17/2026	02/27/2026		02/27/2026	47.98
8658 - Kleindorfer's Hardware LLC	06334	19-Safety glasses for Facilities-9/4/25	Paid by EFT # 70916		02/17/2026	02/17/2026	02/27/2026		02/27/2026	5.99
8658 - Kleindorfer's Hardware LLC	06830	19 - 1" wrench for facilities -9/11/25	Paid by EFT # 70916		02/17/2026	02/17/2026	02/27/2026		02/27/2026	29.99
8658 - Kleindorfer's Hardware LLC	08660	19 - power W. Wand & Teflon tape-9/12/25	Paid by EFT # 70916		02/17/2026	02/17/2026	02/27/2026		02/27/2026	16.28
8658 - Kleindorfer's Hardware LLC	23250	19 - (2) 16" faucet supply line-10/29/25	Paid by EFT # 70916		02/17/2026	02/17/2026	02/27/2026		02/27/2026	12.58
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	8	\$265.12
Account 52430 - Uniforms and Tools										
19171 - Vestis Group, INC (FKA Aramark)	4080218400	19 - Uniform pants for Facility Employee R Flake-1/29/26	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026		02/27/2026	14.20



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52430 - Uniforms and Tools										
19171 - Vestis Group, INC (FKA Aramark)	4080219482	19 - Uniform pants for Facility Employee R Flake-2/5/26	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026		02/27/2026	14.20
Account 52430 - Uniforms and Tools Totals Invoice Transactions 2										<u>\$28.40</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	200249-001 0126	19-Temp Mtr-Graffiti Team-water/sewer bill-January 2026	Paid by Check # 81192		02/18/2026	02/18/2026	02/18/2026		02/18/2026	16.16
208 - City Of Bloomington Utilities	5008-001 0126	19-City Hall-water/sewer bill - January 2026	Paid by Check # 81192		02/18/2026	02/18/2026	02/18/2026		02/18/2026	816.24
Account 53530 - Water and Sewer Totals Invoice Transactions 2										<u>\$832.40</u>
Account 53610 - Building Repairs										
10137 - Allison Farms Lawn & Landscaping Services, LLC	120551	19-SA-City Hall-clear sidewalks-6:30 to 8 pm-ice melt-1/26/26	Paid by EFT # 70815		02/17/2026	02/17/2026	02/27/2026		02/27/2026	559.53
10137 - Allison Farms Lawn & Landscaping Services, LLC	120548	19 -City Hall-snow removal, clear sidewalks, ice melt-1/25/26	Paid by EFT # 70815		02/17/2026	02/17/2026	02/27/2026		02/27/2026	2,997.03
321 - Harrell Fish, INC (HFI)	C020549	19-City Hall quarterly planned maintenance - Feb. 2026	Paid by EFT # 70884		02/17/2026	02/17/2026	02/27/2026		02/27/2026	2,193.75
321 - Harrell Fish, INC (HFI)	ZW36806	19-SA-City Hall repair air Legal Dept unit 2.1E-12/17/25	Paid by EFT # 70884		02/17/2026	02/17/2026	02/27/2026		02/27/2026	776.00
321 - Harrell Fish, INC (HFI)	ZW36807	19-SA-City Hall-air concerns in IT Dept-HVAC Controls-12/31/25	Paid by EFT # 70884		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,851.42
321 - Harrell Fish, INC (HFI)	ZW36805	19-SA-City Hall install standalone thermostat -12/10/25	Paid by EFT # 70884		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,637.31
393 - Kone INC	871926188	19-City Hall elevator maintenance-Feb 2026	Paid by EFT # 70918		02/17/2026	02/17/2026	02/27/2026		02/27/2026	387.62
6688 - SSW Enterprises, LLC (Office Pride)	Inv-299710	19-CH/off site Facilities-cleaning services - Jan 2026	Paid by EFT # 70977		02/17/2026	02/17/2026	02/27/2026		02/27/2026	15,877.81



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Fund 1101 - General										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53610 - Building Repairs										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-303493	19-Traffic building-cleaning services January 2026	Paid by EFT # 70977		02/17/2026	02/17/2026	02/27/2026		02/27/2026	40.00
Account 53610 - Building Repairs Totals									Invoice Transactions 9	\$26,320.47
Account 54510 - Other Capital Outlays										
9955 - DG Invest. Intermediate Hold. 2, INC (Convergent)	IN00432367	19-Access Card Readers for Legal Dept- 50% complete	Paid by EFT # 70861		02/17/2026	02/17/2026	02/27/2026		02/27/2026	8,196.06
9642 - Anthony Drescher (Choose Premier Painting LLC)	2425	19-CH-Wall Covering Removal & Painting - 1/12 thru 2/10/2026	Paid by EFT # 70865		02/17/2026	02/17/2026	02/27/2026		02/27/2026	29,320.00
Account 54510 - Other Capital Outlays Totals									Invoice Transactions 2	\$37,516.06
Program 190000 - Main Totals									Invoice Transactions 24	\$64,986.28
Department 19 - Facilities Maintenance Totals									Invoice Transactions 24	\$64,986.28
Department 20 - Street										
Program 20CRED - STREET CRED										
Account 54510 - Other Capital Outlays										
9577 - Kimley-Horn and Associates, INC	170594000-1225	07-Kirkwood (Pine to Rogers) Improvements thru 12/31/25	Paid by EFT # 70915		02/17/2026	02/17/2026	02/27/2026		02/27/2026	15,055.19
9577 - Kimley-Horn and Associates, INC	268889000-1225	07-Grimes at Walnut Signal-thru 12/31/25	Paid by EFT # 70915		02/17/2026	02/17/2026	02/27/2026		02/27/2026	3,524.67
Account 54510 - Other Capital Outlays Totals									Invoice Transactions 2	\$18,579.86
Program 20CRED - STREET CRED Totals									Invoice Transactions 2	\$18,579.86
Department 20 - Street Totals									Invoice Transactions 2	\$18,579.86
Department 26 - Parking										
Program 26CRED - PARKING CRED										
Account 54510 - Other Capital Outlays										
393 - Kone INC	915253055	26-Morton St Gar-elevator replacement-materials -10/31/24	Paid by EFT # 70918		02/17/2026	02/17/2026	02/27/2026		02/27/2026	140,125.00
Account 54510 - Other Capital Outlays Totals									Invoice Transactions 1	\$140,125.00
Program 26CRED - PARKING CRED Totals									Invoice Transactions 1	\$140,125.00
Department 26 - Parking Totals									Invoice Transactions 1	\$140,125.00
Department 28 - ITS										
Program 280000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GVQ-RG7G-DGXR	28-(5) USB-C to Ethernet Adapter	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	89.95



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Fund 1101 - General										
Department 28 - ITS										
Program 280000 - Main										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1R6C-TVNC-CVTT	28-CAPR Hardware External Hard Drive	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	157.11
Account 52420 - Other Supplies Totals Invoice Transactions 2										<u>\$247.06</u>
Account 53160 - Instruction										
5444 - Tyler Technologies, INC	3937	28-Tyler Connect for 04/06/26-04/11/26 A. Schertz	Paid by EFT # 70996		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,249.00
5444 - Tyler Technologies, INC	3933	28-Tyler Connect for 04/06/26-04/11/26 C. Gilliland	Paid by EFT # 70996		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,249.00
5444 - Tyler Technologies, INC	3929	28-Tyler Connect for 04/06/26-04/11/26 G. McKim	Paid by EFT # 70996		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,249.00
5444 - Tyler Technologies, INC	3938	28-Tyler Connect for 04/06/26-04/11/26 G. Overtoom	Paid by EFT # 70996		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,249.00
5444 - Tyler Technologies, INC	3901	28-Tyler Connect for 04/06/26-04/11/26 J. Kreindler	Paid by EFT # 70996		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,249.00
Account 53160 - Instruction Totals Invoice Transactions 5										<u>\$6,245.00</u>
Account 53210 - Telephone										
1079 - AT&T	849494015-020926	28-CH/off site fac-long distance chgs 02/09/2026-BAN #849494015	Paid by Check # 81190		02/18/2026	02/18/2026	02/18/2026		02/18/2026	.59
Account 53210 - Telephone Totals Invoice Transactions 1										<u>\$0.59</u>
Account 53640 - Hardware and Software Maintenance										
10201 - Saurabh Nagpal (Multilink Solutions INC)	10154582	28-Switch (2) & Cable (8) Hardware IU Data Center	Paid by EFT # 70936		02/17/2026	02/17/2026	02/27/2026		02/27/2026	4,259.00
3989 - Ricoh USA, INC	5072711672	28-4th St Garage- Copier/Printer Maintenance 01/01/26- 01/31/26	Paid by EFT # 70962		02/17/2026	02/17/2026	02/27/2026		02/27/2026	29.31
3989 - Ricoh USA, INC	5072711954	28-BPD Detective- Copier/Printer Maintenance 01/01/26- 01/31/26	Paid by EFT # 70962		02/17/2026	02/17/2026	02/27/2026		02/27/2026	65.15



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Fund 1101 - General										
Department 28 - ITS										
Program 280000 - Main										
Account 53640 - Hardware and Software Maintenance										
3989 - Ricoh USA, INC	5072785004	28-ACC/BPD Admin-Copier/Printer Maintenance 01/01/26-01/31/26	Paid by EFT # 70962		02/17/2026	02/17/2026	02/27/2026		02/27/2026	400.91
3989 - Ricoh USA, INC	5072785034	28-City Civil Copier/Printer Maintenance 01/01/26-01/31/26	Paid by EFT # 70962		02/17/2026	02/17/2026	02/27/2026		02/27/2026	2,437.27
Account 53640 - Hardware and Software Maintenance Totals									Invoice Transactions 5	\$7,191.64
Account 53910 - Dues and Subscriptions										
8441 - Promevo Holdings, INC (Promevo, LLC)	277030	28-Google Voice 01/01/26-01/31/26	Paid by EFT # 70956		02/17/2026	02/17/2026	02/27/2026		02/27/2026	24.35
8441 - Promevo Holdings, INC (Promevo, LLC)	277152	28-Google Workspace bloomington.in.gov 01/01/26-01/31/26	Paid by EFT # 70956		02/17/2026	02/17/2026	02/27/2026		02/27/2026	165.56
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 2	\$189.91
Program 280000 - Main Totals									Invoice Transactions 15	\$13,874.20
Department 28 - ITS Totals									Invoice Transactions 15	\$13,874.20
Fund 1101 - General Totals									Invoice Transactions 110	\$299,362.12
Fund 2201 - Motor Vehicle Highway										
Department 20 - Street										
Program 200000 - Main										
Account 52340 - Other Repairs and Maintenance										
603 - Traffic Control Corporation	163293	20-M Cab & Controller-3rd&Woodlawn Traffic Signals 02/04/26	Paid by EFT # 70993		02/17/2026	02/17/2026	02/27/2026		02/27/2026	21,776.00
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$21,776.00
Program 200000 - Main Totals									Invoice Transactions 1	\$21,776.00
Department 20 - Street Totals									Invoice Transactions 1	\$21,776.00
Fund 2201 - Motor Vehicle Highway Totals									Invoice Transactions 1	\$21,776.00



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Fund 2202 - Local Road and Street										
Department 20 - Street										
Program 200000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
351 - Young Trucking, INC	135522	20-Topsoil for projects- deliver Miller Dr- 12/23/25	Paid by Check # 81227		02/17/2026	02/17/2026	02/27/2026		02/27/2026	400.00
Account 52330 - Street , Alley, and Sewer Material Totals								Invoice Transactions	1	<u>\$400.00</u>
Account 52420 - Other Supplies										
4519 - Osburn Associates, INC	INV17172	20-Pedestrian Sign R1- 6 Yield Florescent Yellow	Paid by EFT # 70945		02/17/2026	02/17/2026	02/27/2026		02/27/2026	2,472.30
Account 52420 - Other Supplies Totals								Invoice Transactions	1	<u>\$2,472.30</u>
Account 53990 - Other Services and Charges										
351 - Young Trucking, INC	135523	20-Truck & trailer to haul paver to MacAllister-12/29/25	Paid by Check # 81227		02/17/2026	02/17/2026	02/27/2026		02/27/2026	525.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	<u>\$525.00</u>
Program 200000 - Main Totals								Invoice Transactions	3	<u>\$3,397.30</u>
Department 20 - Street Totals								Invoice Transactions	3	<u>\$3,397.30</u>
Fund 2202 - Local Road and Street Totals								Invoice Transactions	3	<u>\$3,397.30</u>
Fund 2203 - MVH Restricted (subfund of Motor Vehicle Highway)										
Department 20 - Street										
Program 200000 - Main										
Account 53990 - Other Services and Charges										
19278 - Milestone Contractors, LP	255038-R	20-BC2025-066 ADA Ramp Proj #3-Release Bd Held Retainage	Paid by EFT # 70930		02/17/2026	02/17/2026	02/27/2026		02/27/2026	6,090.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	<u>\$6,090.00</u>
Program 200000 - Main Totals								Invoice Transactions	1	<u>\$6,090.00</u>
Department 20 - Street Totals								Invoice Transactions	1	<u>\$6,090.00</u>
Fund 2203 - MVH Restricted (subfund of Motor Vehicle Highway) Totals								Invoice Transactions	1	<u>\$6,090.00</u>
Fund 2207 - Parking Meter										
Department 20 - Street										
Program 200000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16W4-6PNT- 7J43	20-Avery Labels for Admin Office	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	16.39
Account 52110 - Office Supplies Totals								Invoice Transactions	1	<u>\$16.39</u>
Account 52210 - Institutional Supplies										
313 - Fastenal Company	IMBLM241226	20-Safety Supplies for Employees (gloves, glasses, ear plugs)	Paid by EFT # 70873		02/17/2026	02/17/2026	02/27/2026		02/27/2026	287.41
Account 52210 - Institutional Supplies Totals								Invoice Transactions	1	<u>\$287.41</u>



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Fund 2207 - Parking Meter										
Department 20 - Street										
Program 200000 - Main										
Account 52340 - Other Repairs and Maintenance										
3039 - Unistructural Support Systems, LTD	0163053-IN	20-Sign Posts 2.25 x 2.24 - 10 ft 12ga 2/6/26	Paid by EFT # 70998		02/17/2026	02/17/2026	02/27/2026		02/27/2026	6,130.00
Account 52340 - Other Repairs and Maintenance Totals										Invoice Transactions 1
										\$6,130.00
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	K23299	20-(6) Dial Soap 1/28/26	Paid by EFT # 70830		02/17/2026	02/17/2026	02/27/2026		02/27/2026	23.82
455 - Industrial Service & Supply, INC	90546	20-Locks, clamps and misc supplies for brine machine	Paid by EFT # 70900		02/17/2026	02/17/2026	02/27/2026		02/27/2026	196.80
293 - J&S Locksmith Shop, INC	271564	20-(12) Keys for Traffic Building (Love)	Paid by EFT # 70904		02/17/2026	02/17/2026	02/27/2026		02/27/2026	22.44
4574 - John Deere Financial f.s.b. (Rural King)	232039	20-Supplies for crews (pin/clip, ball mount reducer, tow)	Paid by Check # 81215		02/17/2026	02/17/2026	02/27/2026		02/27/2026	133.35
8658 - Kleindorfer's Hardware LLC	30182	20-(5) hitch pins & (5) hitch pins clip 1/14/26	Paid by EFT # 70916		02/17/2026	02/17/2026	02/27/2026		02/27/2026	13.90
8658 - Kleindorfer's Hardware LLC	30463	20-(1) 28 Oz CLR & (1) cable ties	Paid by EFT # 70916		02/17/2026	02/17/2026	02/27/2026		02/27/2026	11.78
Account 52420 - Other Supplies Totals										Invoice Transactions 6
										\$402.09
Account 53130 - Medical										
231 - IU Health OCC Health Services	00175687-00	20-Hearing Tests for ST Employees (35)- 11/17-11/18 & 12/19/25	Paid by EFT # 70903		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,332.00
231 - IU Health OCC Health Services	00175476-00	20-Hearing Test for Employee (Albright) 12/18/25	Paid by EFT # 70903		02/17/2026	02/17/2026	02/27/2026		02/27/2026	37.00
Account 53130 - Medical Totals										Invoice Transactions 2
										\$1,369.00
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	71504	20-quarterly pest control-2/5/26	Paid by EFT # 70867		02/17/2026	02/17/2026	02/27/2026		02/27/2026	125.00
Account 53140 - Exterminator Services Totals										Invoice Transactions 1
										\$125.00
Account 53150 - Communications Contract										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	525547	20-Two Radio Service for Street Trucks -2/1-3/1/26	Paid by EFT # 70868		02/17/2026	02/17/2026	02/27/2026		02/27/2026	2,321.25
Account 53150 - Communications Contract Totals										Invoice Transactions 1
										\$2,321.25



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Fund 2207 - Parking Meter										
Department 20 - Street										
Program 200000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	13885-0020126	20-Traffic Bldg-water/sewer bill-January 2026	Paid by Check # 81192		02/18/2026	02/18/2026	02/18/2026		02/18/2026	41.48
208 - City Of Bloomington Utilities	16073-0020126	20-Street Dept-water/sewer bill-January 2026	Paid by Check # 81192		02/18/2026	02/18/2026	02/18/2026		02/18/2026	286.90
Account 53530 - Water and Sewer Totals									Invoice Transactions 2	\$328.38
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879634-9021126	20-Traffic bldg - gas bill-1/08/26-02/05/26	Paid by Check # 81199		02/18/2026	02/18/2026	02/18/2026		02/18/2026	221.36
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879646-3021126	20-Street Dept-gas bill 1/08/26-02/05/26	Paid by Check # 81199		02/18/2026	02/18/2026	02/18/2026		02/18/2026	257.26
Account 53540 - Natural Gas Totals									Invoice Transactions 2	\$478.62
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080219248	20-mat/towel services-2/4/26	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026		02/27/2026	43.63
19171 - Vestis Group, INC (FKA Aramark)	4080218314	20-uniform rental (minus payroll ded)-1/28/26	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026		02/27/2026	9.39
19171 - Vestis Group, INC (FKA Aramark)	4080218315	20-mat/towel services-1/28/26	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026		02/27/2026	43.63
19171 - Vestis Group, INC (FKA Aramark)	4080219247	20-uniform rental (minus payroll ded)-2/4/26	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026		02/27/2026	9.40
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 4	\$106.05
Account 53950 - Landfill										
6152 - K&S Rolloff, INC	82639	20-Rolloff Pull - Pickup of Sweeping Debris (Landfill) 1/16/26	Paid by EFT # 70912		02/17/2026	02/17/2026	02/27/2026		02/27/2026	530.00
365 - Rogers Group, INC	0071211687	20-Landfill Fees for Clean Fill 01/08/26	Paid by EFT # 70966		02/17/2026	02/17/2026	02/27/2026		02/27/2026	40.00
Account 53950 - Landfill Totals									Invoice Transactions 2	\$570.00
Account 53990 - Other Services and Charges										
8059 - BAMWX LLC	33505EE6-0007	20-Weather Services-Street Division Admin (4)-2/1/26-2/1/27	Paid by EFT # 70822		02/17/2026	02/17/2026	02/27/2026		02/27/2026	2,322.00
9644 - G&C Romans, LLC (Torco Testing Services, INC)	1366	20-Bucket Truck Testing (Fiberglass/Liner Inspection)	Paid by EFT # 70879		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,270.00
902 - Indiana Underground Plant Protection Service, INC	INV-23497	20-Line Locate Ticket Fees January 2026	Paid by EFT # 70899		02/17/2026	02/17/2026	02/27/2026		02/27/2026	177.65



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2207 - Parking Meter										
Department 20 - Street										
Program 200000 - Main										
Account 53990 - Other Services and Charges										
19444 - Todd Septic LLC	12211	20-Salt Dome/Tank Pumping 01/15/26	Paid by EFT # 70991		02/17/2026	02/17/2026	02/27/2026		02/27/2026	225.00
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	221300	20-Snow Removal Services 11/29, 12/11 & 12/13/25	Paid by EFT # 70995		02/17/2026	02/17/2026	02/27/2026		02/27/2026	14,790.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	5		\$18,784.65
Program 200000 - Main Totals							Invoice Transactions	28		\$30,918.84
Department 20 - Street Totals							Invoice Transactions	28		\$30,918.84
Department 26 - Parking										
Program 260000 - Main										
Account 53150 - Communications Contract										
4264 - IPS Group, INC	INV121167	26-bank fees and communication fees for Jan 2026	Paid by EFT # 70902		02/17/2026	02/17/2026	02/27/2026		02/27/2026	9,597.50
Account 53150 - Communications Contract Totals							Invoice Transactions	1		\$9,597.50
Account 53640 - Hardware and Software Maintenance										
54432 - T2 Systems, INC	R021755	26-ROVR BMV hits for owner info Jan 2026	Paid by EFT # 70984		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,234.35
Account 53640 - Hardware and Software Maintenance Totals							Invoice Transactions	1		\$1,234.35
Account 53830 - Bank Charges										
4264 - IPS Group, INC	INV121167	26-bank fees and communication fees for Jan 2026	Paid by EFT # 70902		02/17/2026	02/17/2026	02/27/2026		02/27/2026	3,163.94
Account 53830 - Bank Charges Totals							Invoice Transactions	1		\$3,163.94
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-299588	26-Parking Services office cleaning-4th St Garage 01/30/26	Paid by EFT # 70977		02/17/2026	02/17/2026	02/27/2026		02/27/2026	309.67
204 - State Of Indiana	7573962	26-BMV lookups for towing 01/31/26	Paid by Check # 81223		02/17/2026	02/17/2026	02/27/2026		02/27/2026	15.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$324.67
Account 54310 - Improvements Other Than Building										
7402 - Nature's Way, INC	3058	02-Downtown Planter New Bulbs-11/3/25	Paid by EFT # 70938		02/17/2026	02/17/2026	02/27/2026		02/27/2026	5,700.00
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	1		\$5,700.00
Program 260000 - Main Totals							Invoice Transactions	6		\$20,020.46
Department 26 - Parking Totals							Invoice Transactions	6		\$20,020.46
Fund 2207 - Parking Meter Totals							Invoice Transactions	34		\$50,939.30



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Fund 2209 - LIT - Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53910 - Dues and Subscriptions										
8292 - Bloomington Rotary Club	4922465	04-Quarterly Club/RI/District Dues-Kupersmith 7/1/2025	Paid by EFT # 70837		02/17/2026	02/17/2026	02/27/2026		02/27/2026	105.25
8292 - Bloomington Rotary Club	5109560	04-Quarterly Club/RI/District Dues-Kupersmith 10/1/2025	Paid by EFT # 70837		02/17/2026	02/17/2026	02/27/2026		02/27/2026	105.25
8292 - Bloomington Rotary Club	4371592	04-Quarterly Club/RI/District Dues-Kupersmith 07/01/24	Paid by EFT # 70837		02/17/2026	02/17/2026	02/27/2026		02/27/2026	105.25
8292 - Bloomington Rotary Club	4508258	04-Quarterly Club/RI/District Dues-Kupersmith -10/1/2024	Paid by EFT # 70837		02/17/2026	02/17/2026	02/27/2026		02/27/2026	105.25
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 4	\$421.00
Account 53960 - Grants										
7256 - Bellwether Properties, LLC	S&CGRANT-12.2025	04-2025 Cleanliness & Safety Grant-fence installation	Paid by EFT # 70828		02/17/2026	02/17/2026	02/27/2026		02/27/2026	5,000.00
4610 - Hopscotch Coffee, LLC	S&CGRANT-02.2026	04-Safety and Cleanliness Grant-install cameras 02/01/26	Paid by EFT # 70892		02/17/2026	02/17/2026	02/27/2026		02/27/2026	3,000.00
Account 53960 - Grants Totals									Invoice Transactions 2	\$8,000.00
Program 040000 - Main Totals									Invoice Transactions 6	\$8,421.00
Program 042000 - Arts										
Account 53960 - Grants										
10217 - Danielle Shum	BACGRANT-02.2026	04-2025 BAC Artistic Advance Grant 02/09/26	Paid by EFT # 70974		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,000.00
Account 53960 - Grants Totals									Invoice Transactions 1	\$1,000.00
Program 043000 - Sustainability									Invoice Transactions 1	\$1,000.00
Account 52420 - Other Supplies										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	45464.1M	04-CBU bill insert-Bloomington Energy Works Jan 2026 (20,000)	Paid by EFT # 70812		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,507.00
4635 - Avers Pizza, INC	20260204-2	04-Food Purchase for BTN Energy Works Lunch and Learn	Paid by Check # 81207		02/17/2026	02/17/2026	02/27/2026		02/27/2026	90.32



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Fund 2209 - LIT - Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 043000 - Sustainability										
Account 52420 - Other Supplies										
205 - City Of Bloomington	2.3.26	04-Banneker Community Center Rental 1/31/2026	Paid by Check # 81209		02/17/2026	02/17/2026	02/27/2026		02/27/2026	90.00
Account 52420 - Other Supplies Totals									Invoice Transactions 3	\$1,687.32
Account 53960 - Grants										
4397 - A & D Cycling Enterprises, LLC (Revolution Bike)	520-02/10/26	04-E-Bike Voucher Grant-Velotric Breeze 1 Class 2 E-Bike-2/10	Paid by EFT # 70811		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,699.00
Account 53960 - Grants Totals									Invoice Transactions 1	\$1,699.00
Program 043000 - Sustainability Totals									Invoice Transactions 4	\$3,386.32
Department 04 - Economic & Sustainable Dev Totals									Invoice Transactions 11	\$12,807.32
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
910 - Forvis Mazars, LLP	2788849	06-Assistance with 2024 GAAP Financial Stmtns-Invoice #4	Paid by EFT # 70877		02/17/2026	02/17/2026	02/27/2026		02/27/2026	21,000.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals									Invoice Transactions 1	\$21,000.00
Account 53990 - Other Services and Charges										
50587 - Barnes & Thornburg LLP	3528560	06-Consulting Serv-ARPA compliance & reporting advice-Dec 2025	Paid by EFT # 70824		02/17/2026	02/17/2026	02/27/2026		02/27/2026	83.00
5648 - Reedy Financial Group, PC	13542	06- Financial Plan Consulting/Printing-12/31/25	Paid by EFT # 70959		02/17/2026	02/17/2026	02/27/2026		02/27/2026	13,052.56
5648 - Reedy Financial Group, PC	13669	06- Financial Plan Consulting/Printing-1/31/26	Paid by EFT # 70959		02/17/2026	02/17/2026	02/27/2026		02/27/2026	18,870.53
5648 - Reedy Financial Group, PC	13668	06-2025 AFR preparation 1/31/26	Paid by EFT # 70959		02/17/2026	02/17/2026	02/27/2026		02/27/2026	550.50
Account 53990 - Other Services and Charges Totals									Invoice Transactions 4	\$32,556.59
Program 060000 - Main Totals									Invoice Transactions 5	\$53,556.59
Department 06 - Controller's Office Totals									Invoice Transactions 5	\$53,556.59
Department 12 - Human Resources										
Program 120000 - Main										
Account 52110 - Office Supplies										
501 - Karl Clark (KC Designs)	7549	12- HR letterhead x2 reams	Paid by EFT # 70854		02/17/2026	02/17/2026	02/27/2026		02/27/2026	195.00



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Fund 2209 - LIT - Economic Development										
Department 12 - Human Resources										
Program 120000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	457120304001	12- Shredder bags, rubber bands, post-it notes	Paid by EFT # 70943		02/17/2026	02/17/2026	02/27/2026		02/27/2026	47.60
6530 - Office Depot, INC	457120305001	12-accordion files	Paid by EFT # 70943		02/17/2026	02/17/2026	02/27/2026		02/27/2026	55.58
6530 - Office Depot, INC	453185834001	12-Toner for back office printer	Paid by EFT # 70943		02/17/2026	02/17/2026	02/27/2026		02/27/2026	204.41
Account 52110 - Office Supplies Totals									Invoice Transactions 4	\$502.59
Account 53230 - Travel										
8799 - Stephen Anthony Johnson	IUFAIR-02.03.26	12-pkg reimb-IU Career Fair-Blgtn-2/3/26	Paid by EFT # 70907		02/17/2026	02/17/2026	02/27/2026		02/27/2026	30.45
Account 53230 - Travel Totals									Invoice Transactions 1	\$30.45
Account 53990 - Other Services and Charges										
8882 - Employers Choice Online INC	68062	12- background checks x14 - January 2026	Paid by EFT # 70869		02/17/2026	02/17/2026	02/27/2026		02/27/2026	689.08
10222 - Tammy A Johnson	10.08.25	12-Educational Reimbursement-IVY Tech Fall 2025	Paid by EFT # 70908		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,070.28
9533 - KPro , INC (HRPro)	151303	12- October 2025 monthly administration	Paid by EFT # 70914		02/17/2026	02/17/2026	02/27/2026		02/27/2026	45.00
9533 - KPro , INC (HRPro)	152619	12-November 2025 monthly administration	Paid by EFT # 70914		02/17/2026	02/17/2026	02/27/2026		02/27/2026	45.00
9533 - KPro , INC (HRPro)	153951	12-December 2025 monthly administration	Paid by EFT # 70914		02/17/2026	02/17/2026	02/27/2026		02/27/2026	45.00
9533 - KPro , INC (HRPro)	156668	12- Feb 2026 Monthly Administration	Paid by EFT # 70914		02/17/2026	02/17/2026	02/27/2026		02/27/2026	45.00
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	10408	12-Near-Site Employer Clinic support - February 2026	Paid by EFT # 70923		02/17/2026	02/17/2026	02/27/2026		02/27/2026	2,600.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 7	\$4,539.36
Program 120000 - Main Totals									Invoice Transactions 12	\$5,072.40
Department 12 - Human Resources Totals									Invoice Transactions 12	\$5,072.40
Fund 2209 - LIT - Economic Development Totals									Invoice Transactions 28	\$71,436.31
Fund 2506 - Community Services										
Department 09 - CFRD										
Program 090002 - Com Serv - MLK Comm										
Account 52420 - Other Supplies										
8002 - Safeguard Business Systems, INC	9009745971	09-2026 MLK Event Programs-200 Tri-Fold Programs	Paid by EFT # 70969		02/17/2026	02/17/2026	02/27/2026		02/27/2026	379.92



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2506 - Community Services										
Department 09 - CFRD										
Program 090002 - Com Serv - MLK Comm										
Account 52420 - Other Supplies										
11693 - The Award Center, INC	63430	09-2026 MLK Legacy Award-Laser-Engraved Plaque for Recipient	Paid by EFT # 70986		02/17/2026	02/17/2026	02/27/2026		02/27/2026	93.00
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										<u>\$472.92</u>
Account 53990 - Other Services and Charges										
1138 - BCT Management, INC	1880A	09-BCT Tech Labor, Piano & Tuning, AV, Parking for MLK 2026	Paid by EFT # 70826		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,055.76
203 - INDIANA UNIVERSITY	96782315	09-African American Choral Ensemble 2026 MLK Event Performance	Paid by Check # 81214		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,000.00
9800 - Traci L Parker	1.19.26 Reimb	09-Meals & Transport Reimb-MLK Keynote Trip 2026	Paid by EFT # 70947		02/17/2026	02/17/2026	02/27/2026		02/27/2026	543.57
8758 - Aubrey M Seader	10032 1.19.26	09-Malibu Grill-Reimb-Traci Parker meal - MLK Day Speaker-2026	Paid by EFT # 70972		02/17/2026	02/17/2026	02/27/2026		02/27/2026	44.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 4
Program 090002 - Com Serv - MLK Comm Totals										Invoice Transactions 6
Department 09 - CFRD Totals										Invoice Transactions 6
Fund 2506 - Community Services Totals										Invoice Transactions 6
										<u>\$2,643.33</u>
										<u>\$3,116.25</u>
										<u>\$3,116.25</u>
										<u>\$3,116.25</u>
Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YYG-XGN4-QQTD	28-HDMI Jack Ethernet Cables Wall Plates Tool Kits 1/23/26	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	2,238.34
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DQ3-HN3W-N9L7	28-HDMI Jack Ethernet Cables Wall Plates Tool Kits	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	318.39
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HVJ-7J6V-TDVX	28-HDMI Jack Ethernet Cables Wall Plates Tool Kits	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	441.74



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Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WRQ-GCGC-C149	28-Multi Factor Authentication Tokens	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,158.99
Account 52420 - Other Supplies Totals Invoice Transactions 4										<u>\$4,157.46</u>
Account 53640 - Hardware and Software Maintenance										
902 - Indiana Underground Plant Protection Service, INC	INV-23499	28-BDU 811 Line Location Service January 2026	Paid by EFT # 70899		02/17/2026	02/17/2026	02/27/2026		02/27/2026	202.35
13482 - Northern Lights Locating & Inspection, INC	20418	28-BDU Line Locates January 2026	Paid by EFT # 70942		02/17/2026	02/17/2026	02/27/2026		02/27/2026	2,500.00
Account 53640 - Hardware and Software Maintenance Totals Invoice Transactions 2										<u>\$2,702.35</u>
Account 53750 - Rentals - Other										
203 - INDIANA UNIVERSITY	97117353	28-IU Data Center 02/01/26-02/28/26	Paid by Check # 81214		02/17/2026	02/17/2026	02/27/2026		02/27/2026	860.00
Account 53750 - Rentals - Other Totals Invoice Transactions 1										<u>\$860.00</u>
Program 254000 - Infrastructure Totals Invoice Transactions 7										<u>\$7,719.81</u>
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	1190988955011326	25 - Internet - 627 N Morton - 01/17/26-02/16/26	Paid by Check # 81194		02/18/2026	02/18/2026	02/18/2026		02/18/2026	278.40
4170 - Comcast Cable Communications, INC	1190988955021326	25 - Internet - 627 N Morton - 02/17/26-03/16/26	Paid by Check # 81194		02/18/2026	02/18/2026	02/18/2026		02/18/2026	278.40
Account 53150 - Communications Contract Totals Invoice Transactions 2										<u>\$556.80</u>
Account 54450 - Equipment										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CKX-PLNK-DCVL	28-CAPR Hardware, Apple Keyboard & Apple Pencil	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	141.98
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FWX-R9YH-HHFX	28-CAPR Hardware Apple Smart Keyboard	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	269.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KKX-PGFF-GC6L	28-CAPR Hardware FusionDock for OOTC	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	399.97
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1Q11-14M7-LQKY	28-2 USB Cable for J. McKim	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	48.22
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1R6C-TVNC-CVTT	28-CAPR Hardware External Hard Drive	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	42.88



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Fund 2512 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 54450 - Equipment										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1XF3-L7D1- 9HKN	28-CAPR Hardware Smart Keyboard Folio	Paid by EFT # 70816		02/17/2026	02/17/2026	02/27/2026		02/27/2026	249.00
Account 54450 - Equipment Totals							Invoice Transactions	6		<u>\$1,151.05</u>
Program 256000 - Services Totals							Invoice Transactions	8		<u>\$1,707.85</u>
Department 25 - Telecommunications Totals							Invoice Transactions	15		<u>\$9,427.66</u>
Fund 2512 - Non-Reverting Telecom (S1146) Totals							Invoice Transactions	15		<u>\$9,427.66</u>
Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 52310 - Building Materials and Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	424045	26-painting supplies for 4th Street office hallway	Paid by Check # 81215		02/17/2026	02/17/2026	02/27/2026		02/27/2026	93.54
8658 - Kleindorfer's Hardware LLC	30998	26-heater for electrical room at Morton St Garage	Paid by EFT # 70916		02/17/2026	02/17/2026	02/27/2026		02/27/2026	39.99
4443 - The Sherwin Williams Company	3699-9	26-paint and primer for 4th Street office hallway	Paid by EFT # 70988		02/17/2026	02/17/2026	02/27/2026		02/27/2026	177.15
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions	3		<u>\$310.68</u>
Account 53510 - Electrical Services										
223 - Duke Energy	9101205764480126	26-4th St Gar-105 W. 4th St-elec chgs 12/27/25-01/27/26	Paid by Check # 81197		02/18/2026	02/18/2026	02/18/2026		02/18/2026	3,713.03
223 - Duke Energy	9101231149230226	26-Walnut St Garage-elec chgs 01/03/26-02/02/26	Paid by Check # 81197		02/18/2026	02/18/2026	02/18/2026		02/18/2026	1,773.19
Account 53510 - Electrical Services Totals							Invoice Transactions	2		<u>\$5,486.22</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	59613-0011225	26-Trades Garage-489 W. 10th Street water/sewer - December 2025	Paid by Check # 81193		02/18/2026	02/18/2026	02/18/2026		02/18/2026	151.56
208 - City Of Bloomington Utilities	44482-0041225	26-Morton St Garage-water/sewer bill-December 2025	Paid by Check # 81192		02/18/2026	02/18/2026	02/18/2026		02/18/2026	57.56
208 - City Of Bloomington Utilities	17195-0041225	26-4th St Garage-105 W. 4th St-water/sewer bill-December 2025	Paid by Check # 81192		02/18/2026	02/18/2026	02/18/2026		02/18/2026	227.00



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Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	44482-004 0126	26-Morton St Garage- water/sewer bill- January 2026	Paid by Check # 81192		02/18/2026	02/18/2026	02/18/2026		02/18/2026	57.56
208 - City Of Bloomington Utilities	59613-001 0126	26-Trades Garage-489 W. 10th Street water/sewer - January 2026	Paid by Check # 81192		02/18/2026	02/18/2026	02/18/2026		02/18/2026	151.56
Account 53530 - Water and Sewer Totals									Invoice Transactions 5	<u>\$645.24</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888919- 3020626	26-Trades Garage-489 W. 10th St-gas bill 01/03/26-02/02/26	Paid by Check # 81199		02/18/2026	02/18/2026	02/18/2026		02/18/2026	48.77
Account 53540 - Natural Gas Totals									Invoice Transactions 1	<u>\$48.77</u>
Account 53610 - Building Repairs										
393 - Kone INC	871926187	26-Walnut St Garage elevator maintenance period 2/1-2/28/26	Paid by EFT # 70918		02/17/2026	02/17/2026	02/27/2026		02/27/2026	242.06
393 - Kone INC	871926191	26-Trades District Garage elevator maint period 2/1/26-2/28/26	Paid by EFT # 70918		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,063.28
392 - Koorsen Fire & Security, INC	IN01150131	26-Morton St Gar- quarterly fire alarm monitoring-2/1-4/30/26	Paid by EFT # 70919		02/17/2026	02/17/2026	02/27/2026		02/27/2026	150.00
392 - Koorsen Fire & Security, INC	IN01150542	26-4th St Garage- quarterly fire alarm monitoring-2/1-4/30/26	Paid by EFT # 70919		02/17/2026	02/17/2026	02/27/2026		02/27/2026	120.00
392 - Koorsen Fire & Security, INC	IN01150543	26-Trades Garage- quarterly fire alarm monitoring-2/1-4/30/26	Paid by EFT # 70919		02/17/2026	02/17/2026	02/27/2026		02/27/2026	990.00
Account 53610 - Building Repairs Totals									Invoice Transactions 5	<u>\$2,565.34</u>
Account 53640 - Hardware and Software Maintenance										
3397 - Evens Time, INC	94922	26-service maintenance-all Parking Garage equipment-Jan 2026	Paid by EFT # 70872		02/17/2026	02/17/2026	02/27/2026		02/27/2026	3,937.48
6305 - Parker Technology, LLC	56259	26-January 2026 call help services at all garage equipment	Paid by EFT # 70948		02/17/2026	02/17/2026	02/27/2026		02/27/2026	6,856.55
Account 53640 - Hardware and Software Maintenance Totals									Invoice Transactions 2	<u>\$10,794.03</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2520 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges										
9313 - Windcave INC	3098519	26-hourly credit card subscription for all garages Jan 2026	Paid by EFT # 71008		02/17/2026	02/17/2026	02/27/2026		02/27/2026	790.00
9313 - Windcave INC	3071112	26-hourly credit card subscription for all garages Dec 2025	Paid by EFT # 71008		02/17/2026	02/17/2026	02/27/2026		02/27/2026	790.00
Account 53830 - Bank Charges Totals									Invoice Transactions 2	\$1,580.00
Account 53940 - Temporary Contractual Employee										
10137 - Allison Farms Lawn & Landscaping Services, LLC	120552	26-clear sidewalks and garages 4th and Trades 1/26/26	Paid by EFT # 70815		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,408.54
10137 - Allison Farms Lawn & Landscaping Services, LLC	120549	26-snow removal at surface lots and sidewalks 1/25/26	Paid by EFT # 70815		02/17/2026	02/17/2026	02/27/2026		02/27/2026	6,050.31
Account 53940 - Temporary Contractual Employee Totals									Invoice Transactions 2	\$7,458.85
Account 53990 - Other Services and Charges										
336 - Southside Rental Center, INC	28281	26-fork lift rental to move EV charger-1/9-1/12/26	Paid by Check # 81220		02/17/2026	02/17/2026	02/27/2026		02/27/2026	507.46
336 - Southside Rental Center, INC	28324	26-fork lift rental to move EV charger 01/21/26	Paid by Check # 81220		02/17/2026	02/17/2026	02/27/2026		02/27/2026	305.03
6688 - SSW Enterprises, LLC (Office Pride)	Inv-299588	26-Parking Services office cleaning-4th St Garage 01/30/26	Paid by EFT # 70977		02/17/2026	02/17/2026	02/27/2026		02/27/2026	100.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 3	\$912.49
Program 260000 - Main Totals									Invoice Transactions 25	\$29,801.62
Department 26 - Parking Totals									Invoice Transactions 25	\$29,801.62
Fund 2520 - Parking Facilities(S9502) Totals									Invoice Transactions 25	\$29,801.62
Fund 2521 - Alternative Transport(S6301)										
Department 26 - Parking										
Program 260000 - Main										
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-299588	26-Parking Services office cleaning-4th St Garage 01/30/26	Paid by EFT # 70977		02/17/2026	02/17/2026	02/27/2026		02/27/2026	77.33
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$77.33
Program 260000 - Main Totals									Invoice Transactions 1	\$77.33
Department 26 - Parking Totals									Invoice Transactions 1	\$77.33
Fund 2521 - Alternative Transport(S6301) Totals									Invoice Transactions 1	\$77.33



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4402 - Cumulative Capital Development										
Department 02 - Public Works										
Program 020000 - Main										
Account 52330 - Street , Alley, and Sewer Material										
50944 - Cargill Deicing Techno	2912024089	20-De-icing Salt 63.34 tons 02/04/26	Paid by EFT # 70850		02/17/2026	02/17/2026	02/27/2026		02/27/2026	6,458.15
50944 - Cargill Deicing Techno	2911999949	20-De-icing Salt 22.72 tons 01/29/26	Paid by EFT # 70850		02/17/2026	02/17/2026	02/27/2026		02/27/2026	2,316.53
50944 - Cargill Deicing Techno	2911805190	20-De-icing Salt 104.86 tons 12/11/25	Paid by EFT # 70850		02/17/2026	02/17/2026	02/27/2026		02/27/2026	10,691.53
50944 - Cargill Deicing Techno	2911976214	20-De-icing Salt 106.91 tons 01/23/26	Paid by EFT # 70850		02/17/2026	02/17/2026	02/27/2026		02/27/2026	10,900.54
50944 - Cargill Deicing Techno	2911988398	20-De-icing Salt 101.64 tons 01/27/26	Paid by EFT # 70850		02/17/2026	02/17/2026	02/27/2026		02/27/2026	10,363.20
50944 - Cargill Deicing Techno	2912029484	20-De-icing Salt 63.14 tons 02/05/26	Paid by EFT # 70850		02/17/2026	02/17/2026	02/27/2026		02/27/2026	6,437.76
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	6		\$47,167.71
Program 020000 - Main Totals							Invoice Transactions	6		\$47,167.71
Department 02 - Public Works Totals							Invoice Transactions	6		\$47,167.71
Department 07 - Engineering										
Program 070000 - Main										
Account 54310 - Improvements Other Than Building										
5999 - The Etica Group, INC	0240157.00-7	07-Blgtn Crosswalk Improv Ph3 (PE) 12/01/25-12/31/25	Paid by EFT # 70987		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,465.38
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions	1		\$1,465.38
Program 070000 - Main Totals							Invoice Transactions	1		\$1,465.38
Department 07 - Engineering Totals							Invoice Transactions	1		\$1,465.38
Fund 4402 - Cumulative Capital Development Totals							Invoice Transactions	7		\$48,633.09
Fund 4439 - Food and Beverage Tax										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53990 - Other Services and Charges										
8305 - Schmidt Associates, INC	2018-067.MCC-15	06-Architectural Design-Convention Ctr-Const Admin-Oct 2025	Paid by EFT # 70971		02/17/2026	02/17/2026	02/27/2026		02/27/2026	34,390.07
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$34,390.07
Program 060000 - Main Totals							Invoice Transactions	1		\$34,390.07
Department 06 - Controller's Office Totals							Invoice Transactions	1		\$34,390.07
Fund 4439 - Food and Beverage Tax Totals							Invoice Transactions	1		\$34,390.07



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Fund 4666 - GO Bonds 2022										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 54510 - Other Capital Outlays										
16 - Butler, Fairman & Seufert, INC	111191	07- High Street Multiuse Path and Intersections 12/1- 12/31/25	Paid by EFT # 70847		02/17/2026	02/17/2026	02/27/2026		02/27/2026	8,046.00
16 - Butler, Fairman & Seufert, INC	110810	07 - High Street Multiuse Path and Intersec, RW 10/1- 11/30/25	Paid by EFT # 70847		02/17/2026	02/17/2026	02/27/2026		02/27/2026	5,754.64
16 - Butler, Fairman & Seufert, INC	110989	07 - High Street Multiuse Path and Intersec, RW 12/1/25- 12/31/25	Paid by EFT # 70847		02/17/2026	02/17/2026	02/27/2026		02/27/2026	29,403.15
10214 - Covenanter Cemetery Association INC	ROW-PARCEL1	07-High St Modernization/Multiuse Path-DES 2200020- Parcel 1	Paid by Check # 81200		02/19/2026	02/19/2026	02/19/2026		02/19/2026	16,050.00
10208 - Eunice C Donovan	ROW- PARCEL9&9A	07-High St Modernization/Multiuse Path-DES 2200020- Parcel 9 & 9A	Paid by Check # 81201		02/19/2026	02/19/2026	02/19/2026		02/19/2026	17,113.00
10209 - Matthew S Donovan	ROW- PARCEL9&9A	07-High St Modernization/Multiuse Path-DES 2200020- Parcel 9 & 9A	Paid by Check # 81202		02/19/2026	02/19/2026	02/19/2026		02/19/2026	17,113.00
10223 - Anjali Kumar Hopewell	ROW- PARCEL30&30A	07-High St Modernization/Multiuse Path-DES 2200020- Parcel 30/30A	Paid by Check # 81203		02/19/2026	02/19/2026	02/19/2026		02/19/2026	31,275.00
10216 - Carole E MacKay (Carole E MacKay Revocable Living Trust)	ROW- PARCEL35&35A	07-High St Modernization/Multiuse Path-DES 2200020- Parcel 35/35A	Paid by Check # 81204		02/19/2026	02/19/2026	02/19/2026		02/19/2026	5,500.00
10207 - Tilman Piedmont	ROW- PARCEL8&8A	07-High St Modernization/Multiuse Path-DES 2200020- Parcel 8 & 8A	Paid by Check # 81205		02/19/2026	02/19/2026	02/19/2026		02/19/2026	15,635.00
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	9		\$145,889.79
Program 060000 - Main Totals							Invoice Transactions	9		\$145,889.79
Department 06 - Controller's Office Totals							Invoice Transactions	9		\$145,889.79
Fund 4666 - GO Bonds 2022 Totals							Invoice Transactions	9		\$145,889.79



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4667 - Econ Dev LIT Bonds of 2022										
Department 06 - Controller's Office										
Program 08FIR3 - Fire Station 3										
Account 54510 - Other Capital Outlays										
3885 - Building Associates, INC	BLDAS-FIREST3-10	08-FS#3 Project #F23116- thru 11/20/25-App 10	Paid by EFT # 70845		02/17/2026	02/17/2026	02/27/2026		02/27/2026	140,518.12
18844 - First Financial Bank, N.A.	BLDAS-FIREST3-10	08-FS#3 Proj #F23116 - Bldg Associates-Pay App 10	Paid by Check # 81211		02/17/2026	02/17/2026	02/27/2026		02/27/2026	7,395.69
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 2			\$147,913.81
Program 08FIR3 - Fire Station 3 Totals							Invoice Transactions 2			\$147,913.81
Program 08FIRL - Fire Logistics										
Account 54510 - Other Capital Outlays										
18844 - First Financial Bank, N.A.	FFBYellCardin-6	08-Weddle Bros-BFD Logistics/Training Fac- 6226.00-App 6	Paid by Check # 81212		02/17/2026	02/17/2026	02/27/2026		02/27/2026	24,666.13
595 - Weddle Bros Construction Co., INC	WEDLOGIS-App 6	08-CMC Const/GM-BFD Logistics/Training Fac- 6226.00-App 6	Paid by EFT # 71004		02/17/2026	02/17/2026	02/27/2026		02/27/2026	221,995.09
Account 54510 - Other Capital Outlays Totals							Invoice Transactions 2			\$246,661.22
Program 08FIRL - Fire Logistics Totals							Invoice Transactions 2			\$246,661.22
Department 06 - Controller's Office Totals							Invoice Transactions 4			\$394,575.03
Fund 4667 - Econ Dev LIT Bonds of 2022 Totals							Invoice Transactions 4			\$394,575.03
Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	35661-002 0126	16-Sanitation-water/sewer bill-January 2026	Paid by Check # 81192		02/18/2026	02/18/2026	02/18/2026		02/18/2026	185.00
Account 53530 - Water and Sewer Totals							Invoice Transactions 1			\$185.00
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887449-2020926	16-Sanitation-gas bill 01/06/26-02/03/26	Paid by Check # 81199		02/18/2026	02/18/2026	02/18/2026		02/18/2026	433.42
Account 53540 - Natural Gas Totals							Invoice Transactions 1			\$433.42
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080218317	16-uniform rental (minus payroll ded)- 01/28/2026	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026		02/27/2026	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080218318	16-Mat Services - 01/28/2026	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026		02/27/2026	29.68
19171 - Vestis Group, INC (FKA Aramark)	4080219250	16-uniform rental (minus payroll ded)- 02/04/2026	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026		02/27/2026	6.48



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 6604 - Sanitation										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	4080219251	16-Mat Services - 02/04/2026	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026		02/27/2026	29.68
Account 53920 - Laundry and Other Sanitation Services Totals										\$72.32
Account 53950 - Landfill										
52226 - Hoosier Transfer Station-3140	3140- 000025098	16-trash disposal fee- 1/16-1/31/26	Paid by EFT # 70891		02/17/2026	02/17/2026	02/27/2026		02/27/2026	11,413.89
52226 - Hoosier Transfer Station-3140	3140- 000025106	16-recycling fees-1/19- 1/31/2026	Paid by EFT # 70891		02/17/2026	02/17/2026	02/27/2026		02/27/2026	506.70
Account 53950 - Landfill Totals										\$11,920.59
Program 160000 - Main Totals										\$12,611.33
Department 16 - Sanitation Totals										\$12,611.33
Fund 6604 - Sanitation Totals										\$12,611.33
Fund 7006 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
18539 - Life Insurance Company Of North America	February 2026	12-February 2026 LINA-Bill Ref #103094_2/03/2026	Paid by EFT # 70922		02/17/2026	02/17/2026	02/27/2026		02/27/2026	4,221.00
9375 - WEX Health INC (Chard, Snyder & Associates)	192	12 - January 2026 Administrative fees	Paid by EFT # 71006		02/17/2026	02/17/2026	02/27/2026		02/27/2026	2,255.55
9375 - WEX Health INC (Chard, Snyder & Associates)	172548	12- December 2025 Administrative Fees	Paid by EFT # 71006		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,558.20
Account 53990 - Other Services and Charges Totals										\$8,034.75
Account 53990.1201 - Other Services and Charges Health Insurance										
9375 - WEX Health INC (Chard, Snyder & Associates)	021826Well	12 - February 2026 Wellness Reimbursements	Paid by EFT # 70798		02/16/2026	02/16/2026	02/16/2026		02/16/2026	2,130.00
Account 53990.1201 - Other Services and Charges Health Insurance Totals										\$2,130.00
Account 53990.1278 - Other Services and Charges Disability LTD										
18539 - Life Insurance Company Of North America	February 2026	12-February 2026 LINA-Bill Ref #103094_2/03/2026	Paid by EFT # 70922		02/17/2026	02/17/2026	02/27/2026		02/27/2026	14,714.54
Account 53990.1278 - Other Services and Charges Disability LTD Totals										\$14,714.54
Program 120000 - Main Totals										\$24,879.29
Department 12 - Human Resources Totals										\$24,879.29
Fund 7006 - Health Insurance Trust Totals										\$24,879.29



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 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)	021526daily	12-City URM	Paid by EFT # 70794		02/16/2026	02/16/2026	02/16/2026		02/16/2026	54.38
9375 - WEX Health INC (Chard, Snyder & Associates)	021326daily	12-City/Util URM	Paid by EFT # 70795		02/16/2026	02/16/2026	02/16/2026		02/16/2026	105.62
9375 - WEX Health INC (Chard, Snyder & Associates)	021426daily	12-City URM	Paid by EFT # 70796		02/16/2026	02/16/2026	02/16/2026		02/16/2026	155.44
9375 - WEX Health INC (Chard, Snyder & Associates)	021126daily	12-City URM	Paid by EFT # 70797		02/16/2026	02/16/2026	02/16/2026		02/16/2026	307.37
9375 - WEX Health INC (Chard, Snyder & Associates)	021626daily	12-City URM	Paid by EFT # 70799		02/17/2026	02/17/2026	02/17/2026		02/17/2026	268.82
9375 - WEX Health INC (Chard, Snyder & Associates)	021726daily	12-City URM	Paid by EFT # 70801		02/18/2026	02/18/2026	02/18/2026		02/18/2026	258.99
9375 - WEX Health INC (Chard, Snyder & Associates)	021826daily	12-City URM	Edit		02/19/2026	02/19/2026	02/19/2026			216.54
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals								Invoice Transactions	7	\$1,367.16
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City										
9375 - WEX Health INC (Chard, Snyder & Associates)	021726checkreg	12-City DDC	Paid by EFT # 70800		02/17/2026	02/17/2026	02/17/2026		02/17/2026	105.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals								Invoice Transactions	1	\$105.00
Account 53990.1273 - Other Services and Charges Term Life										
18539 - Life Insurance Company Of North America	February 2026	12-February 2026 LINA-Bill Ref #103094_2/03/2026	Paid by EFT # 70922		02/17/2026	02/17/2026	02/27/2026		02/27/2026	22,663.88
Account 53990.1273 - Other Services and Charges Term Life Totals								Invoice Transactions	1	\$22,663.88
Account 53990.1277 - Other Services and Charges Disability STD										
18539 - Life Insurance Company Of North America	February 2026	12-February 2026 LINA-Bill Ref #103094_2/03/2026	Paid by EFT # 70922		02/17/2026	02/17/2026	02/27/2026		02/27/2026	13,264.70
Account 53990.1277 - Other Services and Charges Disability STD Totals								Invoice Transactions	1	\$13,264.70
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util										
9375 - WEX Health INC (Chard, Snyder & Associates)	021326daily	12-City/Util URM	Paid by EFT # 70795		02/16/2026	02/16/2026	02/16/2026		02/16/2026	90.90
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals								Invoice Transactions	1	\$90.90
Program 120000 - Main Totals								Invoice Transactions	11	\$37,491.64
Department 12 - Human Resources Totals								Invoice Transactions	11	\$37,491.64
Fund 7008 - Insurance Voluntary Trust Totals								Invoice Transactions	11	\$37,491.64



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52230 - Garage and Motor Supplies										
50605 - Bauer Built, INC	360160356	17 - tire disposal - 2/6/26 (39) light truck tires	Paid by EFT # 70825		02/17/2026	02/17/2026	02/27/2026		02/27/2026	362.00
50605 - Bauer Built, INC	360159949	17 - 1 tires, Balance, mount & dismount, metal valves, Disposal	Paid by EFT # 70825		02/17/2026	02/17/2026	02/27/2026		02/27/2026	492.52
50605 - Bauer Built, INC	360159939	17 - Used (4) GY Endurance RSA parts returned	Paid by EFT # 70825		02/17/2026	02/17/2026	02/27/2026		02/27/2026	(800.00)
4693 - Monroe County Tire & Supply, INC	082525	17- (1) Firestone (LT245/75R17 tire for 533	Paid by EFT # 70934		02/17/2026	02/17/2026	02/27/2026		02/27/2026	153.01
4693 - Monroe County Tire & Supply, INC	082526	17 - (2) Yokohama GEO (265/65R18) tires for 542	Paid by EFT # 70934		02/17/2026	02/17/2026	02/27/2026		02/27/2026	450.50
Account 52230 - Garage and Motor Supplies Totals Invoice Transactions 5										\$658.03
Account 52240 - Fuel and Oil										
7854 - Premier AG CO-OP, INC (Premier Energy)	2130223	17 - Diesel Exhaust Fuel (243.2 gal)- 2/5/2026	Paid by EFT # 70954		02/17/2026	02/17/2026	02/27/2026		02/27/2026	508.29
7854 - Premier AG CO-OP, INC (Premier Energy)	2202098	17-fuel-87 E10 gas unleaded (2,500 gal)- 2/2/26	Paid by EFT # 70954		02/17/2026	02/17/2026	02/27/2026		02/27/2026	6,540.00
7854 - Premier AG CO-OP, INC (Premier Energy)	1800604	17-fuel-87 regular U/L (7,920 gal)-Henderson St-1/19/26	Paid by EFT # 70954		02/17/2026	02/17/2026	02/27/2026		02/27/2026	19,588.54
Account 52240 - Fuel and Oil Totals Invoice Transactions 3										\$26,636.83
Account 52320 - Motor Vehicle Repair										
7432 - BEC Enterprises LLC (Brown Equipment Company)	INV39839	17 - #467 parts & labor for annual servicing	Paid by EFT # 70827		02/17/2026	02/17/2026	02/27/2026		02/27/2026	5,329.50
244 - Bloomington Ford, INC	6241282	17 - #1215 Parts and labor for diagnostics and battery replacem	Paid by EFT # 70833		02/17/2026	02/17/2026	02/27/2026		02/27/2026	109.50
244 - Bloomington Ford, INC	5088563	17 - Rear Mirror Assembly for 497	Paid by EFT # 70833		02/17/2026	02/17/2026	02/27/2026		02/27/2026	420.23
244 - Bloomington Ford, INC	5088595	17 - #529 Timing chain, cam, camshaft, bolt, timing tensioner...	Paid by EFT # 70833		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,015.63
244 - Bloomington Ford, INC	5088618	17 -#529 Cam, Timing tensioner, timing chain & arm, coil	Paid by EFT # 70833		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,154.32



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	M4013335	17 - #469 filters-hydraulic, filter fuel use clamp, filter eleme	Paid by EFT # 70841		02/17/2026	02/17/2026	02/27/2026		02/27/2026	165.14
594 - Curry Auto Center, INC	5122968	17 -#571 Battery Negative Cable	Paid by EFT # 70858		02/17/2026	02/17/2026	02/27/2026		02/27/2026	100.93
594 - Curry Auto Center, INC	5123277	17 - Running board steps for 411	Paid by EFT # 70858		02/17/2026	02/17/2026	02/27/2026		02/27/2026	446.25
594 - Curry Auto Center, INC	5123140	17 - credit for returned SL-N Switch	Paid by EFT # 70858		02/17/2026	02/17/2026	02/27/2026		02/27/2026	(37.20)
455 - Industrial Service & Supply, INC	90790	17 - (5) straight ORB Connectors for stock	Paid by EFT # 70900		02/17/2026	02/17/2026	02/27/2026		02/27/2026	15.60
455 - Industrial Service & Supply, INC	90795	17 - #438 Flexor, Female JIC 45 & double hex, (2) ferrule	Paid by EFT # 70900		02/17/2026	02/17/2026	02/27/2026		02/27/2026	49.65
4439 - JX Enterprises, INC	27475933P	17-CR-returned (2) Hex Nuts-Inv 27475762P	Paid by EFT # 70910		02/17/2026	02/17/2026	02/27/2026		02/27/2026	(15.54)
4439 - JX Enterprises, INC	27475538P	17 - washer bottle assembly for 425	Paid by EFT # 70910		02/17/2026	02/17/2026	02/27/2026		02/27/2026	54.99
4439 - JX Enterprises, INC	27475859P	17 - M20 Bolts for 425	Paid by EFT # 70910		02/17/2026	02/17/2026	02/27/2026		02/27/2026	74.87
4439 - JX Enterprises, INC	27475762P	17 -tie rod end nut, hex nuts, flatwashers for 438	Paid by EFT # 70910		02/17/2026	02/17/2026	02/27/2026		02/27/2026	103.95
4439 - JX Enterprises, INC	27475434P	17-CR-returned exterior lighting control-Inv 27467100P	Paid by EFT # 70910		02/17/2026	02/17/2026	02/27/2026		02/27/2026	(170.63)
4439 - JX Enterprises, INC	27466622P	17-CR-returned cross tube assembly-Inv 27455889P	Paid by EFT # 70910		02/17/2026	02/17/2026	02/27/2026		02/27/2026	(376.72)
4439 - JX Enterprises, INC	27466623P	17-CR-returned spider & pin assembly Inv 27463626P	Paid by EFT # 70910		02/17/2026	02/17/2026	02/27/2026		02/27/2026	(645.20)
4439 - JX Enterprises, INC	27474384P	17 - peterbilt blower wheel & blower mower for 433	Paid by EFT # 70910		02/17/2026	02/17/2026	02/27/2026		02/27/2026	131.98
4439 - JX Enterprises, INC	27476745P	17 - set fwd common chas draglink for 438	Paid by EFT # 70910		02/17/2026	02/17/2026	02/27/2026		02/27/2026	329.99
4439 - JX Enterprises, INC	27476077P	17 - pitman arm for 425	Paid by EFT # 70910		02/17/2026	02/17/2026	02/27/2026		02/27/2026	345.59
4439 - JX Enterprises, INC	37474437P	17-CPR water inlet tubes (3) for 425	Paid by EFT # 70910		02/17/2026	02/17/2026	02/27/2026		02/27/2026	369.97



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
4439 - JX Enterprises, INC	27474435P	17 -#438 35"x13.2" OE service kit, 4" clamp-v band & gasket	Paid by EFT # 70910		02/17/2026	02/17/2026	02/27/2026		02/27/2026	695.39
4439 - JX Enterprises, INC	27475831P	17 -#425 (2) steering gear, pittman arm, power steering cooler, 17-replace wheel studs/cables batteries to starter-431	Paid by EFT # 70910		02/17/2026	02/17/2026	02/27/2026		02/27/2026	3,611.77
4474 - Ken's Westside Service & Towing, LLC	62725	17-replace wheel studs/cables batteries to starter-431	Paid by EFT # 70913		02/17/2026	02/17/2026	02/27/2026		02/27/2026	835.71
2974 - MacAllister Machinery Co, INC	R67700195201	17 - #4771 cord	Paid by EFT # 70924		02/17/2026	02/17/2026	02/27/2026		02/27/2026	73.89
53385 - O'Reilly Automotive Stores, INC	1903-172543	17 - light socket for 939	Paid by Check # 81218		02/17/2026	02/17/2026	02/27/2026		02/27/2026	7.93
53385 - O'Reilly Automotive Stores, INC	1903-173559	17 - Air filter for 519	Paid by Check # 81218		02/17/2026	02/17/2026	02/27/2026		02/27/2026	8.51
53385 - O'Reilly Automotive Stores, INC	1903-173858	17 - SXS/UTV Gear Differential Fluid for 307	Paid by Check # 81218		02/17/2026	02/17/2026	02/27/2026		02/27/2026	13.99
53385 - O'Reilly Automotive Stores, INC	1903-172169	17 - LED mini Bulbs for P111	Paid by Check # 81218		02/17/2026	02/17/2026	02/27/2026		02/27/2026	18.04
53385 - O'Reilly Automotive Stores, INC	1903-172517	17 - Resistor for 415	Paid by Check # 81218		02/17/2026	02/17/2026	02/27/2026		02/27/2026	46.68
53385 - O'Reilly Automotive Stores, INC	1903-174495	17 - Sway link kit (2) for 1222	Paid by Check # 81218		02/17/2026	02/17/2026	02/27/2026		02/27/2026	59.36
53385 - O'Reilly Automotive Stores, INC	1903-172244	17 - Resistor for 415	Paid by Check # 81218		02/17/2026	02/17/2026	02/27/2026		02/27/2026	75.95
53385 - O'Reilly Automotive Stores, INC	1903-174601	17 - Sway link kit (2) for 1230	Paid by Check # 81218		02/17/2026	02/17/2026	02/27/2026		02/27/2026	91.44
53385 - O'Reilly Automotive Stores, INC	1903-172153	17 - Adas Camera for P111	Paid by Check # 81218		02/17/2026	02/17/2026	02/27/2026		02/27/2026	145.92
53385 - O'Reilly Automotive Stores, INC	1903-173656	17 - (3) MegaCrimp 1/2 Inch Fem Hydro Coupling & (4)Gates Mega C	Paid by Check # 81218		02/17/2026	02/17/2026	02/27/2026		02/27/2026	201.99
53385 - O'Reilly Automotive Stores, INC	1903-172213	17 - Radiator for 574	Paid by Check # 81218		02/17/2026	02/17/2026	02/27/2026		02/27/2026	270.07
53385 - O'Reilly Automotive Stores, INC	1903-172553	17 - (2) Wheel Bearing And Hub Assembly	Paid by Check # 81218		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,261.94
476 - Southern Indiana Parts, INC (Napa Auto Parts)	PARTS-JAN 2026	17- various parts- January 2026 minus part paid by Fire	Paid by EFT # 70975		02/17/2026	02/17/2026	02/27/2026		02/27/2026	9,609.35



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
54351 - Sternberg, INC	991497	17 - (3) fittings & manifold for 441	Paid by EFT # 70980		02/17/2026	02/17/2026	02/27/2026	02/27/2026		125.97
54351 - Sternberg, INC	991485	17 - Air tanks, cables, washers, nut, valves for 441	Paid by EFT # 70980		02/17/2026	02/17/2026	02/27/2026	02/27/2026		2,054.36
54351 - Sternberg, INC	991581	17 - turbo kit for 395	Paid by EFT # 70980		02/17/2026	02/17/2026	02/27/2026	02/27/2026		2,586.57
54351 - Sternberg, INC	68081	17 - # 687 diagnostics and replacement of sensor	Paid by EFT # 70980		02/17/2026	02/17/2026	02/27/2026	02/27/2026		142.96
582 - Town & Country Chrysler Dodge Jeep, INC	5080309	17 - #1723 heater supply hose	Paid by EFT # 70992		02/17/2026	02/17/2026	02/27/2026	02/27/2026		220.00
7555 - VoMac Truck Sales & Service INC	36849T	17 - #957 parts and labor to repair power steering and pump	Paid by EFT # 71002		02/17/2026	02/17/2026	02/27/2026	02/27/2026		3,270.49
2096 - West Side Tractor Sales CO.	O17887	17 - #669 parts & labor for service-air, oil & fuel filters,	Paid by EFT # 71005		02/17/2026	02/17/2026	02/27/2026	02/27/2026		1,961.68
2096 - West Side Tractor Sales CO.	B62196	17 - #782 Switch, wiring harness, screw, washer, & filters	Paid by EFT # 71005		02/17/2026	02/17/2026	02/27/2026	02/27/2026		1,718.36
2096 - West Side Tractor Sales CO.	O17939	17 - #625 parts and labor to repair a hydraulic leak	Paid by EFT # 71005		02/17/2026	02/17/2026	02/27/2026	02/27/2026		68.19
2096 - West Side Tractor Sales CO.	O17927	17-#617 Parts and labor to repair swing gear case oil seal	Paid by EFT # 71005		02/17/2026	02/17/2026	02/27/2026	02/27/2026		661.39
2096 - West Side Tractor Sales CO.	O17889	17-#617 labor & parts for service-oil, fuel & air filter	Paid by EFT # 71005		02/17/2026	02/17/2026	02/27/2026	02/27/2026		1,040.50
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX7011	17 - Throttle body and motor for 258	Paid by EFT # 71009		02/17/2026	02/17/2026	02/27/2026	02/27/2026		218.79
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX6036	17 - Starter assembly for 126	Paid by EFT # 71009		02/17/2026	02/17/2026	02/27/2026	02/27/2026		277.70
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX6121	17 - valve assembly & TPMS sensor for stock	Paid by EFT # 71009		02/17/2026	02/17/2026	02/27/2026	02/27/2026		289.22
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX6154	17 - TTX Hub bearing assembly (2) for P111	Paid by EFT # 71009		02/17/2026	02/17/2026	02/27/2026	02/27/2026		402.60
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX6017	17 - Radiator assembly for 574	Paid by EFT # 71009		02/17/2026	02/17/2026	02/27/2026	02/27/2026		487.34



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NX6499	17-#354 Ignition coil assemblies (6), spark plugs (6) & gasket	Paid by EFT # 71009		02/17/2026	02/17/2026	02/27/2026		02/27/2026	543.61
Account 52320 - Motor Vehicle Repair Totals Invoice Transactions 56										<u>\$42,070.46</u>
Account 52420 - Other Supplies										
177 - Indiana Oxygen Company, INC	10807944	17 - gases for torches and welders - 1/31/2026	Paid by EFT # 70897		02/17/2026	02/17/2026	02/27/2026		02/27/2026	317.13
8181 - Lawson Products, INC	9313199457	17 - Heat sealbutt connectors, Tuff-seal rings 1/4 stud, AWG	Paid by EFT # 70921		02/17/2026	02/17/2026	02/27/2026		02/27/2026	157.11
8181 - Lawson Products, INC	9313183552	17 - step bit 3/8 shank 1/4-1-3/8 for shop	Paid by EFT # 70921		02/17/2026	02/17/2026	02/27/2026		02/27/2026	276.14
Account 52420 - Other Supplies Totals Invoice Transactions 3										<u>\$750.38</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	10159-002 0126	17-Fleet Maint-water/sewer bill-January 2026	Paid by Check # 81192		02/18/2026	02/18/2026	02/18/2026		02/18/2026	548.06
208 - City Of Bloomington Utilities	200669-008 0126	20-Street Dept-fire hydrant-water/sewer bill-January 2026	Paid by Check # 81192		02/18/2026	02/18/2026	02/18/2026		02/18/2026	47.22
Account 53530 - Water and Sewer Totals Invoice Transactions 2										<u>\$595.28</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	13041931-0021126	17-Fleet Maint - gas bill 1/08/26-02/05/26	Paid by Check # 81199		02/18/2026	02/18/2026	02/18/2026		02/18/2026	519.81
Account 53540 - Natural Gas Totals Invoice Transactions 1										<u>\$519.81</u>
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN01148326	17-quarterly fire and security monitoring-2/1-4/30/26	Paid by EFT # 70919		02/17/2026	02/17/2026	02/27/2026		02/27/2026	91.27
Account 53610 - Building Repairs Totals Invoice Transactions 1										<u>\$91.27</u>
Account 53620 - Motor Repairs										
7432 - BEC Enterprises LLC (Brown Equipment Company)	INV39839	17 - #467 parts & labor for annual servicing	Paid by EFT # 70827		02/17/2026	02/17/2026	02/27/2026		02/27/2026	1,145.51
244 - Bloomington Ford, INC	6241282	17 - #1215 Parts and labor for diagnostics and battery replacem	Paid by EFT # 70833		02/17/2026	02/17/2026	02/27/2026		02/27/2026	362.50
244 - Bloomington Ford, INC	6242785	17 - #1215 labor for ran OASIS and found problem, updated PCM	Paid by EFT # 70833		02/17/2026	02/17/2026	02/27/2026		02/27/2026	350.00



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53620 - Motor Repairs										
9690 - Susan Fletcher (QC Transmission, LLC)	7502	17 - #354 transmission diagnostics	Paid by EFT # 70875		02/17/2026	02/17/2026	02/27/2026	02/27/2026		188.54
4474 - Ken's Westside Service & Towing, LLC	26-0205-111448	17-tow/hook fee, dollies-Unit 1705-2/5/26	Paid by EFT # 70913		02/17/2026	02/17/2026	02/27/2026	02/27/2026		120.00
4474 - Ken's Westside Service & Towing, LLC	62725	17-replace wheel studs/cables batteries to starter-431	Paid by EFT # 70913		02/17/2026	02/17/2026	02/27/2026	02/27/2026		1,015.00
54351 - Sternberg, INC	68081	17 - # 687 diagnostics and replacement of sensor	Paid by EFT # 70980		02/17/2026	02/17/2026	02/27/2026	02/27/2026		500.00
7555 - VoMac Truck Sales & Service INC	36849T	17 - #957 parts and labor to repair power steering and pump	Paid by EFT # 71002		02/17/2026	02/17/2026	02/27/2026	02/27/2026		4,260.20
2096 - West Side Tractor Sales CO.	O17887	17 - #669 parts & labor for service-air, oil & fuel filters,	Paid by EFT # 71005		02/17/2026	02/17/2026	02/27/2026	02/27/2026		1,295.00
2096 - West Side Tractor Sales CO.	O17939	17 - #625 parts and labor to repair a hydraulic leak	Paid by EFT # 71005		02/17/2026	02/17/2026	02/27/2026	02/27/2026		301.02
2096 - West Side Tractor Sales CO.	O17927	17-#617 Parts and labor to repair swing gear case oil seal	Paid by EFT # 71005		02/17/2026	02/17/2026	02/27/2026	02/27/2026		2,774.84
2096 - West Side Tractor Sales CO.	O17889	17-#617 labor & parts for service-oil, fuel & air filter	Paid by EFT # 71005		02/17/2026	02/17/2026	02/27/2026	02/27/2026		1,322.75
Account 53620 - Motor Repairs Totals									Invoice Transactions 12	\$13,635.36
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	408004260	17 - mat rentals and shop towels- 1/5/2026	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026	02/27/2026		95.22
19171 - Vestis Group, INC (FKA Aramark)	408004297	17 - mat rentals and shop towels- 1/21/2026	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026	02/27/2026		95.22
19171 - Vestis Group, INC (FKA Aramark)	408004381	17 - mat rentals and shop towels- 2/6/2026	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026	02/27/2026		95.22
19171 - Vestis Group, INC (FKA Aramark)	4080212740	17 - mat rentals and shop towels- 12/17/2025	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026	02/27/2026		95.22
19171 - Vestis Group, INC (FKA Aramark)	4080213670	17 - mat rentals and shop towels- 12/24/2025	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026	02/27/2026		95.22



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Fund 7702 - Fleet Maintenance										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53920 - Laundry and Other Sanitation Services										
19171 - Vestis Group, INC (FKA Aramark)	408004261	17-uniform rental (minus payroll ded)-01/05/2026	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026		02/27/2026	34.82
19171 - Vestis Group, INC (FKA Aramark)	4080212739	17-uniform rental (minus payroll ded)-12/17/25	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026		02/27/2026	34.82
19171 - Vestis Group, INC (FKA Aramark)	4080213669	17-uniform rental (minus payroll ded)-12/24/2025	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026		02/27/2026	34.82
19171 - Vestis Group, INC (FKA Aramark)	4080218313	17-uniform rental (minus payroll ded)-1/28/2026-inc. ruin chg	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026		02/27/2026	151.31
19171 - Vestis Group, INC (FKA Aramark)	4080219246	17-uniform rental (minus payroll ded)-2/4/2026	Paid by EFT # 71001		02/17/2026	02/17/2026	02/27/2026		02/27/2026	38.25
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions	10		\$770.12
Program 170000 - Main Totals							Invoice Transactions	93		\$85,727.54
Department 17 - Fleet Maintenance Totals							Invoice Transactions	93		\$85,727.54
Fund 7702 - Fleet Maintenance Totals							Invoice Transactions	93		\$85,727.54
Fund 7704 - Self-Insurance										
Department 10 - Legal										
Program 100000 - Main										
Account 53130 - Medical										
6946 - Sean McCoy	PHYS CDL-2026	10-Reimb CDL Physical-2/6/26	Paid by EFT # 70926		02/17/2026	02/17/2026	02/27/2026		02/27/2026	110.00
Account 53130 - Medical Totals							Invoice Transactions	1		\$110.00
Program 100000 - Main Totals							Invoice Transactions	1		\$110.00
Department 10 - Legal Totals							Invoice Transactions	1		\$110.00
Fund 7704 - Self-Insurance Totals							Invoice Transactions	1		\$110.00
Grand Totals							Invoice Transactions	363		\$1,279,731.67

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
02/27/26	Claims				\$1,279,731.67
					<u>\$1,279,731.67</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,279,731.67

Dated this 24th day of February year of 2026.

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

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

Fiscal Office _____