

# **Board of Public Works Meeting**

## **June 07, 2022**



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](http://bloomington.in.gov) rather than in person

**AGENDA**  
**BOARD OF PUBLIC WORKS**  
**June 07, 2022**

A Regular Meeting of the Board of Public Work will be held Tuesday, June 07, 2022 at 5:30 p.m. in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link: <https://bloomington.zoom.us/j/84126475855?pwd=ekZxYTZ0QWl6YzBEMmZoOFhSZXQwQT09>

Meeting ID: 841 2647 5855 Passcode: 732969

The City will offer virtual options, including CATS public access television (live and tape- delayed). Comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person.

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS & REMONSTRANCES**

**III. TITLE VI ENFORCEMENT**

1. Abatement at 1919 N. College Avenue

**IV. CONSENT AGENDA**

1. Approval of Minutes May 24 , 2022
2. Encroachment Resolution 2022-33 for a Painted Rock Garden in the Tree Plot at 6th and Morton
3. Resolution 2022-35 New Solicitor’s License; Middle Way House
4. Resolution 2022-37; Pili’s Party Truck #3
5. Resolution 2022-31; 4<sup>th</sup> of July Parade
6. Addendum #1 to Contract with Bruce Home Improvements for Garage Door Replacement Project
7. Supplement #1 to 2022 Cummins, Inc. Service Agreement
8. Approval of Payroll

**V. NEW BUSINESS**

1. Change Order #1 for the Park Ridge Resurfacing Project
2. Change Order #3 for the Henderson, Rogers, Winslow Multi-Use Path Project
3. Request from CBU for a Full Street Closure on E. 20th St from N. Lincoln St. to N. Dunn St. (June 08, 2022-July 08, 2022)
4. Request from Duke Energy for Lane Closures on N. Pete Ellis Dr. (June 08, 2022-June 13, 2022)
5. Request from The Standard at Bloomington LLC for a Full Street Closure on W. 17th St. from N. College Ave. to N. Walnut St. (June 08, 2022- June 20, 2022)
6. Request from Strauser Construction for Full Street Closure on E. 17<sup>th</sup> Street from N. Lincoln Street to N. Grant Street (June 13-14, 2022) and Sidewalk Closure on E. 17<sup>th</sup> Street from N. Lincoln Street to N. Grant Street (June 13, 2022-August 07, 2022)
7. Noise Permit Request for Overnight Construction at 3020 E. 3<sup>rd</sup> St. (July 21, 2022- August 24, 2022)

**VI. STAFF REPORTS & OTHER BUSINESS**

**VII. APPROVAL OF CLAIMS**

**VIII. ADJOURNMENT**

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov).



# Staff Report

**To: Board of Public Works**

**From: Chastina Chipman**

**Date: June 7, 2022**

**Re: Request to Abate property at 1919 N. College Ave., Bloomington, IN**

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## **Attachments:**

1. Notice(s) of Violation Issued on 04/12/2022, 05/04/2022, 05/11/2022, and 05/18/2022
2. Photograph(s) of the property
3. GIS Property Report Card
4. Order for Abatement (proposed)

## **Facts:**

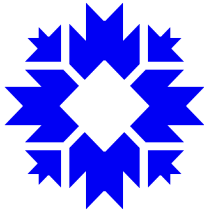
1. BMC § 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On 04/12/2022, 05/04/2022, 05/11/2022, and 05/18/2022, a Neighborhood Compliance Officer inspected the property located at 1919 N. College Ave. Bloomington, IN (Hereinafter the “Property”) and issued (a) Notices of Violation for deposit of garbage in violation of BMC § 6.06.020 (Hereinafter the “NOV”).
3. The NOV was/were issued to Steak N Shake Operations, Inc. C/O Ryan, LLC (Hereinafter the “Owner(s)”) because it is the Owner of the Property which is in violation of BMC § 6.06.020 in that there is garbage on the property.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

## **Status of the Property and Reason for Abatement:**

The Property remains out of compliance. Garbage remains thrown, placed and scattered on the property. The property needs to be abated to eliminate the violation and public nuisance.

## **Staff Recommendation:**

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



**City of Bloomington  
Housing and Neighborhood Development**

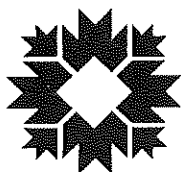
On 05/04/2022, 05/11/2022, 05/18/2022, 05/25/2022 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 1919 N College Ave .The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

This request is for a **continuous abatement through (1 year from date of 1<sup>st</sup> citation)**

BPW Meeting Date: 06/07/2022  
Property Owner: Steak and Shake Operations Llc  
Address: C/O Ryan, Llc PO Box 460169  
Houston, TX 77056  
Is this a rental? No  
Agent: N/A  
Address: N/A  
Parcel Number: 53-05-28-300-136.000-005  
Legal Description: 013-26360-00 PT NW SW 28-9-1W .61A; PLAT 42



# Notice of Violation

Housing & Neighborhood Development Department (HAND)  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
[www.bloomington.in.gov/hand/](http://www.bloomington.in.gov/hand/)

Date 5.4.22 Time 1:17 pm Address/location 1919 N College Ave 47404

Issued by: 218

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00       Warning (No fine due at this time)      Ticket# \_\_\_\_\_

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due:  \$50     \$100     \$150     Warning (No fine due at this time)      Ticket# 50753

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due:  \$50     \$100     \$150     Warning (No fine due at this time)      Ticket# 50754

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Clean up all trash in the dumpster enclosure  
mow all overgrown grass on the property.

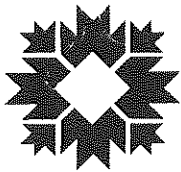
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name Steak n Shake Operations  
 Address % Ryan, LLC PO Box 460169  
 City Houston State TX  
 Zip Code 77056

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

BPW: \_\_\_\_\_

Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_



# Notice of Violation

Housing & Neighborhood  
Development Department (HAND)  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
[www.bloomington.in.gov/hand/](http://www.bloomington.in.gov/hand/)

Date 5/11/22 Time 2:25pm Address/location 1919 N College Ave 47404

Issued by: 218

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00       Warning (No fine due at this time)      Ticket# \_\_\_\_\_

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150       Warning (No fine due at this time)      Ticket# 50876

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150       Warning (No fine due at this time)      Ticket# 50879

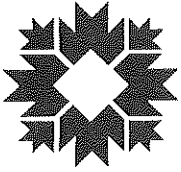
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Clean up all scattered trash in dumpster enclosure  
mow all overgrown grass on the property

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

Owner Name Steak n Shake Operations  
 Address % Ryan, LLC PO Box 440169  
 City Houston State TX  
 Zip Code 77056

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_



# Notice of Violation

Housing & Neighborhood Development Department (HAND)  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
www.bloomington.in.gov/hand/

Date 5.18.22 Time 1:45pm Address/location 1919 N College Ave 47404

Issued by: 218

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00       Warning (No fine due at this time)      Ticket# \_\_\_\_\_

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50   \$100   \$150    Warning (No fine due at this time)   Ticket# 51015

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50   \$100   \$150    Warning (No fine due at this time)   Ticket# 51016

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Clean up all trash inside dumpster enclosure and on property  
mow all overgrown grass on the property

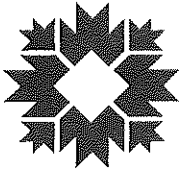
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please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

Owner Name Steak n Shake Operations  
 Address % Ryan, LLC PO Box 460169  
 City Houston State TX  
 Zip Code 77056

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

BPW: \_\_\_\_\_

Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_



# Notice of Violation

**Housing & Neighborhood  
Development Department (HAND)**  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
[www.bloomington.in.gov/hand/](http://www.bloomington.in.gov/hand/)

Date 5.25.22 Time 1:40pm Address/location 1919 N College Ave 47404

Issued by: 218

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

**Fine Due: \$15.00**       **Warning (No fine due at this time)**      Ticket# \_\_\_\_\_

NOTE: *Immediate compliance required* in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

**Fine Due:** \$50   \$100   \$150    **Warning (No fine due at this time)**      Ticket# 51135

NOTE: *Immediate compliance required* in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

**Fine Due:** \$50   \$100   \$150    **Warning (No fine due at this time)**      Ticket# \_\_\_\_\_

NOTE: *Immediate compliance required* in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Clean up all scattered trash in the dumpster enclosure

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

STEAKN SHAKS OPERATIONS  
 Owner Name c/o RYAN LLC  
 Address P.O. Box 460169  
 City HOUSTON State TX  
 Zip Code 77056

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

BPW: X6-7-22

Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_









City of Bloomington  
Housing and Neighborhood Development

**NOTICE OF REQUEST FOR ABATEMENT**

To: Steak N Shake Operations (“Property Owner”)

The City of Bloomington Housing and Neighborhood Development (“HAND”) Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at 1919 N College Ave, Bloomington 47404, under parcel number 53-05-28-300-136.000-005 and whose legal description is 013-26360-00 PT NW SW 28-9-1W .61A; PLAT 42 (Hereinafter the “Property”).

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

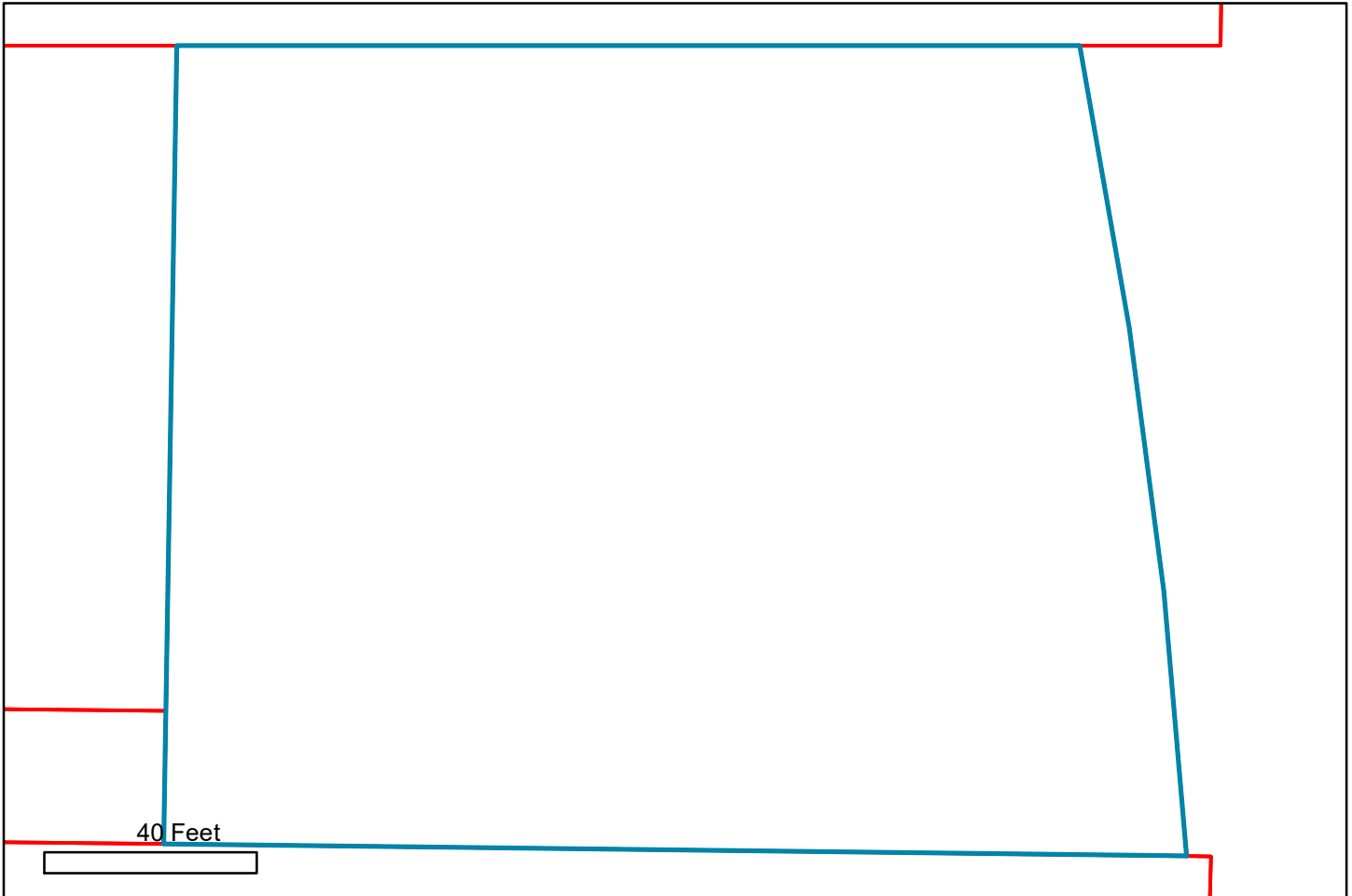
If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday June 7<sup>th</sup>, 2022 via ZOOM meetings and in person in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.**

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

**Fines are not appealed at this meeting**

# Monroe County, IN

1919 N College AVE, Bloomington, IN 47404  
53-05-28-300-136.000-005



## Parcel Information

**Parcel Number:** 53-05-28-300-136.000-005  
**Alt Parcel Number:** 013-26360-00  
**Property Address:** 1919 N College AVE  
Bloomington, IN 47404  
**Neighborhood:** 30 BLOOMINGTON CITY - COM - A  
**Property Class:** Franchise-type Restaurant  
**Owner Name:** Steak N Shake Operations Inc  
**Owner Address:** C/O Ryan, LLC PO Box 460169  
Houston, TX 77056  
**Legal Description:** 013-26360-00 PT NW SW 28-9-1W .61A;  
PLAT 42

## Taxing District

**Township:** BLOOMINGTON TOWNSHIP  
**Corporation:** MONROE COUNTY COMMUNITY

## Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
11	0.61	

**City of Bloomington’s Board of Public Works**  
**Order Of Abatement for NOV**  
**(deposit of garbage)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 04/12/2022, 05/04/2022, 05/11/2022, and 05/18/2022 (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, June 7, 2022.

The Board of Public Works now finds as follows:

1. Steak N Shake Operations, Inc. (Hereinafter the “Owner”) owns the real estate located at 1919 N. College Ave Bloomington, IN 47404, under parcel number 53-05-28-300-136.000-005 and whose legal description is 013-26360-00 PT NW SW 28-9-1W .61A; PLAT 42 (Hereinafter the “Property”).
2. On 04/12/2022, 05/04/2022, 05/11/2022, and 05/18/2022 a City of Bloomington Neighborhood Compliance Officer issued NOV after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation cited in the NOV were not remedied.
6. Notice of the City’s request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

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

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

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 12th DAY OF APRIL 2023.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

**So Ordered this 7th Day of June, 2022.**

---

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

The Board of Public Works meeting was held on Tuesday, May 24, 2022 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Kyla Cox Deckard presiding.

**REGULAR MEETING OF THE BOARD OF PUBLIC WORKS**

Present: Kyla Cox Deckard  
Beth H. Hollingsworth  
Elizabeth Karon

**ROLL CALL**

City Staff: Adam Wason – Public Works  
Luke Grover – Police Department  
Daniel Dixon -- City Legal  
Maria McCormick – Housing and Neighborhood Development  
Paul Kerhberg -- Engineering  
Neil Kopper -- Engineering

Beth Hollingsworth reminded everyone that summer is almost here, with festivals, markets, and outdoor activities. Construction season is in full swing for the City and asked that everyone be aware of the signage, barricades and other alerts.

**MESSAGES FROM BOARD MEMBERS**

Kyla Cox Deckard thanked Hollingsworth for all of her years of service to the Board of Public Works.

Daniel Dixon, City Legal, Appeal Noise Citation # 40153 for 724 S. Lincoln Street. See packet for details. Officer Luke Grover, Police Department, described the events leading up to issuing the citation.

**PETITIONS & REMONSTRANCE**  
**Appeal Noise Citation #40153 for 724 S. Lincoln Street**

Jorge Ortega, appellant, stated his appeal was because the noise was from a party that his roommates were having and that he was not involved in the party. He also stated that he spoke to others who had events and they did not receive a ticket.

**Board Comments:** Hollingsworth asked if it was a timely appeal. Dixon confirmed. Cox Deckard asked if Mr. Ortega had asked his roommates to pay for the fine. Ortega answered that he wanted to appeal it first.

Hollingsworth made a motion to deny the Appeal on Noise Citation #40153 for 724 S. Lincoln Street. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Maria McCormick, Housing and Neighborhood Development, presented Abatement at 708 S. Adams Street. See meeting packet for details.

**TITLE VXII ENFORCEMENT**  
**Abatement at 708 S. Adams Street**

**Board Comments:** None

Hollingsworth made a motion to approve the continuous Abatement at 708 S. Adams Street. Karon seconded. Cox Deckard took a roll call vote.



Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Maria McCormick, Housing and Neighborhood Development, presented Abatement at 740 S. Westwood Drive. See meeting packet for details.

**Abatement at 740 S. Westwood Drive**

**Board Comments:** Hollingsworth asked if there had been any contact with the owner. McCormick said they had not had any contact since 2020. Karon asked if there had been a continuous abatement in the previous year. McCormick confirmed.

Hollingsworth made a motion to approve the continuous Abatement at 740 S. Westwood Drive. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

1. Approval of Minutes; May 10, 2022
2. Ivy Chase Subdivision Phase I Final Plat Update
3. Revised Resolution 2021-65; Encroachment at 102 W. 6<sup>th</sup> Street
4. Resolution 2022-27; Renew Mobile Vendor in Public Right-of-Way; Bloomingbowl
5. Resolution 2022-29; Renew Mobile Push Cart in Public Right-of-Way; Chocolate Moose
6. Resolution 2022-32; New Mobile Solicitor's License; Luis Nunez
7. Resolution 2022-28; Declaration of Surplus Property from Fleet
8. Partnership with Bloomington Parkour for Winslow-High-Rogers Roundabout
9. Noise Permit for Middle Way House's 50 Years of Caring Picnic
10. Addendum #1 to 2022 Service Agreement with Cassady Electrical
11. Approval of Payroll

**CONSENT AGENDA**

**Board Comments: None**

Hollingsworth made a motion to approve the Consent Agenda. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Neil Kopper, Engineering, presented Amendment #3 to LPA - Consulting Contract with Lochmueller Group for the 17<sup>th</sup> Street (Monroe to Grant) Multimodal Improvements Project. See meeting packet for details.

**Board Comments: None.**

Hollingsworth made a motion to approve Amendment #3 to LPA - Consulting Contract with Lochmueller Group for the 17<sup>th</sup> Street (Monroe to Grant) Multimodal Improvements Project. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

**NEW BUSINESS**

**Amendment #3 to LPA - Consulting Contract with Lochmueller Group for the 17<sup>th</sup> Street (Monroe to Grant) Multimodal Improvements Project**

Paul Kehrberg, Engineering, presented Lane Closure Request from Reed & Sons Construction along E. 19<sup>th</sup> Street from Walnut to Lincoln for Construction of a New Sidewalk (June 01, 2022 – August 20, 2022). See meeting packet for

**Lane Closure Request from Reed & Sons Construction along E. 19<sup>th</sup> Street from Walnut to**

details.

**Board Comments:** Karon asked if this project would be completed before the students return. Kehrberg said that the goal is for it be completed before then.

Hollingsworth made a motion to approve Lane Closure Request from Reed & Sons Construction along E. 19<sup>th</sup> Street from Walnut to Lincoln for Construction of a New Sidewalk (June 01, 2022 – August 20, 2022). Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Lane Closure Request from Goodman Construction along N. Walnut St. (Dates TBD). See meeting packet for details.

**Board Comments:** Hollingsworth asked if the depth of the trench would hit karst terrain. Kehrberg said no. Cox Deckard asked if the approval request is for June 20<sup>th</sup> – July 1<sup>st</sup>. Kehrberg confirmed. Hollingsworth asked if this had been communicated with public transit and other services. Kehrberg confirmed.

Hollingsworth made a motion to approve Lane Closure Request from Goodman Construction along N. Walnut St. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Lane Closure Request from Snedegar Construction for work in the Crestmont Community. See meeting packet for details.

**Board Comments:** Hollingsworth asked about the safety factor considering the amount of children that live in the area. Kehrberg said that the maintenance of traffic plans would be closely monitored. Cox Deckard commented that during the work session it was stated the cuts would be plated during the evening hours for the safety of the people trying to get through the area. Hollingsworth asked if the work would start the following day. Kehrberg said it would start as soon as the permit is issued.

Hollingsworth made a motion to approve Lane Closure Request from Snedegar Construction for work in the Crestmont Community. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Adam Wason, Public Works, presented Lane Restriction and Sidewalk Closure Request from Duke Energy along N. Morton St. for Phase II of the Showers LED Lighting Conversion Project (May 23, 2022-June 24, 2022). See meeting packet for details.

**Board Comments:** Karon asked that since the original request was dated the day before, did the work begin then. Wason answered there was a sidewalk closure, but no lane closures.

Hollingsworth made a motion to approve Lane Restriction and Sidewalk Closure Request from Duke Energy along N. Morton St. for Phase II of the Showers LED Lighting Conversion Project (May 23, 2022-June 24, 2022) Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

**Lincoln for Construction of a New Sidewalk (June 01, 2022 – August 20, 2022)**

**Lane Closure Request from Goodman Construction along N. Walnut St. (Dates TBD)**

**Lane Closure Request from Snedegar Construction for work in the Crestmont Community**

**Lane Restriction and Sidewalk Closure Request from Duke Energy along N. Morton St. for Phase II of the Showers LED Lighting Conversion Project (May 23, 2022-June 24, 2022)**

Adam Wason, Public Works, presented Award Contract to Browning Chapman, LLC. for the Walnut Street Parking Garage Repair Project. See meeting packet for details.

**Board Comments:** None

Hollingsworth made a motion to approve Award Contract to Browning Chapman, LLC. for the Walnut Street Parking Garage Repair Project. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Adam Wason, Public Works, presented Award Contract to Groomer Construction for Sidewalk Repair/Replacement Services. See meeting packet for details.

**Board Comments:** None

Hollingsworth made a motion to approve Award Contract to Groomer Construction for Sidewalk Repair/Replacement Services. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Adam Wason, Public Works, presented Contract with Ann-Kriss, LLC for Bathroom Remodel at Sanitation Garage. See meeting packet for details.

**Board Comments:** Karon recused herself from the vote for conflict of interest.

Hollingsworth made a motion to approve Contract with Ann-Kriss, LLC for Bathroom Remodel at Sanitation Garage. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Adam Wason, Public Works, presented Contract with Groomer Construction for Installation of Bollards in City Hall Parking Lot. See meeting packet for details

**Board Comments:** Hollingsworth asked if there are 10 bollards in total. Wason confirmed. Karon asked if since Groomer was just awarded another contract, if there are any issues with them adding this contract to their workload. Wason said there is no issue. Cox Deckard mentioned that during the work session it was discussed that the bollards are very similar to the bollards in use on Kirkwood. Wason stated they are made by the same manufacturer.

Hollingsworth made a motion to approve Contract with Groomer Construction for Installation of Bollards in City Hall Parking Lot. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Wason began by thanking Beth Hollingsworth for her years of service. Stated that Hollingsworth's service to the community did not go unnoticed by staff and her dedication is appreciated. Wason continued by reminding everyone that the City is in full construction mode. Wason also made note of a public hearing for the proposed improvements on State Road 45-46 access improvements at West Stone Lake Dr. and North Monroe St. This project is being facilitated by the Indiana Department of Transportation project, not the City of Bloomington.

**Award Contract to Browning Chapman, LLC. for the Walnut Street Parking Garage Repair Project**

**Award Contract to Groomer Construction for Sidewalk Repair/Replacement Services**

**Contract with Ann-Kriss, LLC for Bathroom Remodel at Sanitation Garage**

**Contract with Groomer Construction for Installation of Bollards in City Hall Parking Lot**

**STAFF REPORTS AND OTHER BUSINESS**

**CLAIMS**

Hollingsworth made a motion to approve claims in the amount of \$1,212,838.42. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.  
Hollingsworth called for adjournment at 6:22 p.m.

**ADJOURNMENT**

Accepted By:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_

\_\_\_\_\_  
Elizabeth Karon, Secretary

Date:

Attest to:



## Board of Public Works Staff Report

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<b>Project/Event:</b>	Request to approve Resolution 2022-33 Agreement for a painted rock garden in the right-of-way at 6 <sup>th</sup> and Morton
<b>Staff Representative:</b>	Emily Herr
<b>Petitioner/Representative:</b>	Lexie Wheat, College Internship Program (CIP) Bloomington
<b>Date:</b>	June 7, 2022

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**Report:** The College Internship Program (CIP) Bloomington is requesting to encroach into the right-of-way within the tree plot at the corner of 6<sup>th</sup> and Morton. The adjacent property owned by Bloomington Redevelopment Commission entered into a Ground Lease with Register Exchange, LLC, in 2003 who assigned the ground lease to Mercury Development Group, LLC. The College Internship Program (CIP) Bloomington occupies space on the ground floor and desires to establish a painted rock garden in a 4' x 2' area within the tree plot adjacent to their office. CIP seeks to bring awareness to autism and other learning differences with this painted rock garden. Signage will not be placed in the right-of-way, however, CIP will be pursuing a sign permit to be displayed in their window. There will be no ROW Use permit required with this request since there will be no digging, cutting, or excavating in the right-of-way by placing the painted rocks or border.

June 1, 2022

Board of Public Works  
401 N. Morton Street  
Bloomington, Indiana 47403

RE: Encroachment Items.

Address of property: 204 N. Morton Street (corner of 6th and Morton)

Below is a description of the items of encroachment that have been indicated on the attached site plan and building elevation as being located in the public right of way.

1. The development will have wooden pieces laying along the perimeter of the garden to define the area.
2. The development will be approximately 2' by 4' along the sidewalk, decorated with painted rocks and local pollinators. Pictures attached of rocks and intended site to be used.

Attached please find a partial utility plan illustrating the above referenced encroachments. Please feel free to contact me if you have any questions or comments about any of the above items.

Sincerely,

Lexie Wheat, LMHCA  
Clinical Therapist  
CIP Bloomington  
204 N Morton St  
Bloomington, IN 47404  
[www.cipworldwide.org](http://www.cipworldwide.org)  
[lwheat@cipbloomington.org](mailto:lwheat@cipbloomington.org)  
[\(812\) 323-0600](tel:(812)323-0600) X 408



Pat Haley  
Monroe County Recorder IN  
IN 2003019095 LEASE  
07/10/2003 14:52:32 7 PGS  
Filing Fee: \$21.00

### Assignment of Ground Lease

ASSIGNMENT entered into this 9<sup>th</sup> day of July, 2003 between REGISTER PLACE, LLC ("Register"), an Indiana limited liability company, and MERCURY DEVELOPMENT GROUP, LLC ("Mercury"), an Indiana limited liability company.

#### Recitals

A. Register Exchange, LLC, as Lessee, and the City of Bloomington, Indiana Redevelopment Commission ("City"), as Lessor, entered into a Ground Lease dated January 31, 2003, under the terms of which Register Exchange, LLC has the right and obligation to develop, manage and operate certain real estate described in the Ground Lease.

B. Pursuant to Article 6 of the Ground Lease, Register Exchange, LLC is obligated construct a parking garage on a portion of the real estate and, upon completion of construction, to lease the parking garage back to the City.

C. On JUNE 6, 2003, Register Exchange, LLC assigned to Register all of the rights and obligations of Register Exchange, LLC under the Ground Lease. <sup>and July 9, 2003</sup>

D. Register now desires to assign to Mercury all of Register's rights and obligations to the Ground Lease.

E. Mercury desires to accept that assignment upon the terms and conditions set forth below.

#### Terms and Conditions


1. For One Dollar (\$1.00) and other valuable consideration, the receipt of which is acknowledged by Register, Register hereby sells, assigns, transfers and conveys to Mercury all of Register's rights and obligations to under the Ground Lease dated January 31, 2003 between Register, as Lessee, and the City, as Lessor.

2. Mercury hereby accepts the assignment by Register and agrees to perform the obligations of the Lessee set forth in the Ground Lease, including, but not limited to, the obligation under Article 6 of the Ground Lease to construct a parking garage and lease the parking garage back to the City.

REGISTER PLACE , LLC

MERCURY DEVELOPMENT GROUP, LLC

By:   
David Ferguson,  
Managing Member

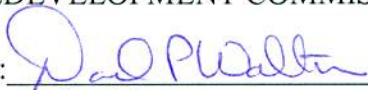
By: Register Place, LLC,  member  
David Ferguson,  
Managing Member

**Approval of City of Bloomington, Indiana  
Redevelopment Commission**

The City of Bloomington, Indiana Redevelopment Commission hereby approves the assignment by Register Place, LLC to Mercury Development Group, LLC of the rights and obligations of the Lessee under the Ground Lease dated January 31, 2003 between the City of Bloomington, Indiana Redevelopment Commission, as Lessor, and Register Exchange, LLC, as Lessee.

Dated this 7<sup>th</sup> day of July, 2003

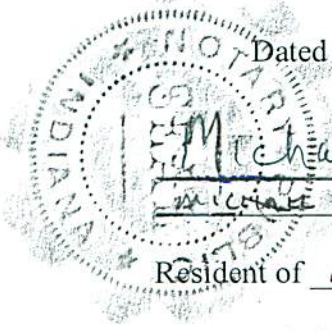
CITY OF BLOOMINGTON, INDIANA  
REDEVELOPMENT COMMISSION


By:   
President

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MONROE    )

Before me, a Notary Public, in and for said County and State, personally appeared David Ferguson, Managing Member of Register Place, LLC, who acknowledged the execution of this *Assignment of Ground Lease* and who having been duly sworn, stated that all facts set forth are true to the best of his knowledge, information and belief.

Dated this 7<sup>th</sup> day of July, 2003.



  
MICHAEL L. CARWIN, Notary Public  
Resident of MONROE County, Indiana

My commission expires: July 9, 2006

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MONROE    )

Before me, a Notary Public, in and for said County and State, personally appeared David Ferguson, Managing Member of Mercury Development Group, LLC, who acknowledged the



execution of this *Assignment of Ground Lease* and who having been duly sworn, stated that all facts set forth are true to the best of his knowledge, information and belief.

Dated this 9<sup>th</sup> day of July, 2003.



Michael E. Carmen  
MICHAEL E. CARMEN, Notary Public  
Resident of MONROE County, Indiana  
My commission expires: JULY 9, 2008

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF MONROE    )

Before me, a Notary Public, in and for said County and State, personally appeared David Walter, President of City of Bloomington, Indiana Redevelopment Commission, who acknowledged the execution of this *Assignment of Ground Lease* and who having been duly sworn, stated that all facts set forth are true to the best of his knowledge, information and belief.

Dated this th day of July, 2003.



Janet E. Roberts  
Janet E. Roberts, Notary Public  
Resident of Monroe County, Indiana  
My commission expires: 1/22/07

This instrument prepared by  
Geoffrey M. Grodner  
Attorney at Law  
**Mallor Clendening Grodner & Bohrer LLP**  
Bloomington, Indiana

gmg/063003/02207-01/assign.placetomerc.doc

246W  
2 CROSS  
18.50

Pat Haley  
Monroe County Recorder IN  
IN 2003015031 LEASE  
06/04/2003 10:01:59 4 PGS  
Filing Fee: \$19.00

Pat Haley  
Monroe County Recorder IN  
IN 2003003623 LEASE  
02/11/2003 08:15:29 3 PGS  
Filing Fee: \$18.00

EXHIBIT D

COPY

MEMORANDUM OF GROUND LEASE

\*\*this instrument is being re-recorded to correct the scrivener's error regarding references to Lot 278 rather than Lot 267 on the typed legal description.

This Memorandum of Ground Lease, made and entered into this 6<sup>th</sup> day of February, 2003, by and between the City of Bloomington, Indiana Redevelopment Commission ("Lessor") and Register Exchange LLC, an Indiana limited liability company, ("Lessee").

Under date of January 31, 2003, Lessor and Lessee entered into a Ground Lease for certain premises commonly known as the Register Parking Garage, which premises are more particularly described as follows ("Real Estate"):

See attached Exhibit A

PLEASE REF: 2002021373  
DB 220 pg 39  
DB 230 pg 241

Such Ground Lease provides for certain rights, responsibilities and duties of the parties which will, if performed pursuant to the terms of said Ground Lease and any options contained therein, constitute an encumbrance on the Real Estate until the 30<sup>th</sup> day of January, 2003.

This Memorandum of Ground Lease is executed for the purpose of recording and giving notice to the public of the existence of the Ground Lease above referenced. For the full terms of said Ground Lease, reference should be made to the original document.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year above written.

LESSOR:

LESSEE:

CITY OF BLOOMINGTON, INDIANA  
REDEVELOPMENT COMMISSION

REGISTER EXCHANGE LLC  
an Indiana limited liability company

By: David Walter  
David Walter, President

By: Morris H. Erickson  
Morris H. Erickson, President  
Managing Member  
MHE


Attest: Timothy A. Hanson  
Timothy A. Hanson, Secretary

Attest: \_\_\_\_\_

EXHIBIT "A"

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

David Walter, the President of the City of Bloomington, Indiana Redevelopment Commission personally appeared before me, a Notary Public, in and for said County and State on the 3<sup>rd</sup> day of February, 2003 and for and on behalf of said Commission acknowledged the execution of the foregoing Memorandum of Ground Lease as his voluntary act and deed.

My Commission Expires: March 13, 2009  
Notary Public 

County of Residence: Monroe  
(Name Printed) Vickie Renfrow

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

Timothy A. Hanson, the Secretary of the City of Bloomington, Indiana Redevelopment Commission personally appeared before me, a Notary Public, in and for said County and State on the 6<sup>th</sup> day of February, 2003 and for and on behalf of said Commission acknowledged the execution of the foregoing Memorandum of Ground Lease as his voluntary act and deed.

My Commission Expires: 1/22/07  
Notary Public 

County of Residence: Monroe  
(Name Printed) Janet Roberts

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

Morris H. Erickson, Managing Member of Register Exchange LLC, an Indiana limited liability company, personally appeared before me, a Notary Public, in and for said County and State on the 31<sup>st</sup> day of January, 2003 and acknowledged the execution of the foregoing Memorandum of Ground Lease as his voluntary act and deed.

My Commission Expires: March 13, 2009  
Notary Public 

County of Residence: Monroe  
(Name Printed) Vickie Renfrow

This instrument prepared by Vickie Renfrow, Attorney at Law  
City of Bloomington Legal Department, P. O. Box 100, Bloomington, IN 47401-0100.

## EXHIBIT A

### Property Description

The "Leased Land" shall include real estate in Monroe County, Indiana, more particularly described as:

Commencing at the Northwest corner of Lot ~~278~~<sup>267</sup> of the Town of Bloomington Plat, found in Plat Cabinet B, envelope 5, and was originally recorded in Book A, page 5, Office of the Recorder, Monroe County, Indiana, and being the point of beginning. Thence proceeding N89°38'17"E for a distance of 276 feet, and to the Northeast corner of Lot 265 of the Town of Bloomington Plat as mentioned above. Thence S00°25'34"E for a distance of 187.74' along the Western right-of-way of College Avenue to a point near the building corner of the existing Graham Plaza Building. Thence proceeding S89°29'26"W for a distance of 132' to the Eastern edge of a 12' platted alley running North/South between 6<sup>th</sup> Street and 7<sup>th</sup> Street. Thence proceeding S00°25'34"E for a distance of 86.55 feet to the Southwest corner of Lot 223. Thence proceeding S89°35'34"W for a distance of 144' along the Northern right-of-way of West 6<sup>th</sup> Street to the Southwest corner of Lot 221. Thence N00°25'34"W for a distance of 274.75' to the point of beginning and along the Eastern right of way of North Morton Street. Containing 64,344.41 square feet or 1.4771 acres more or less.

Subject to a Stair Tower easement found in Deed Book 268, Page 585, Office of the Recorder, Monroe County, Indiana which is described as follows:

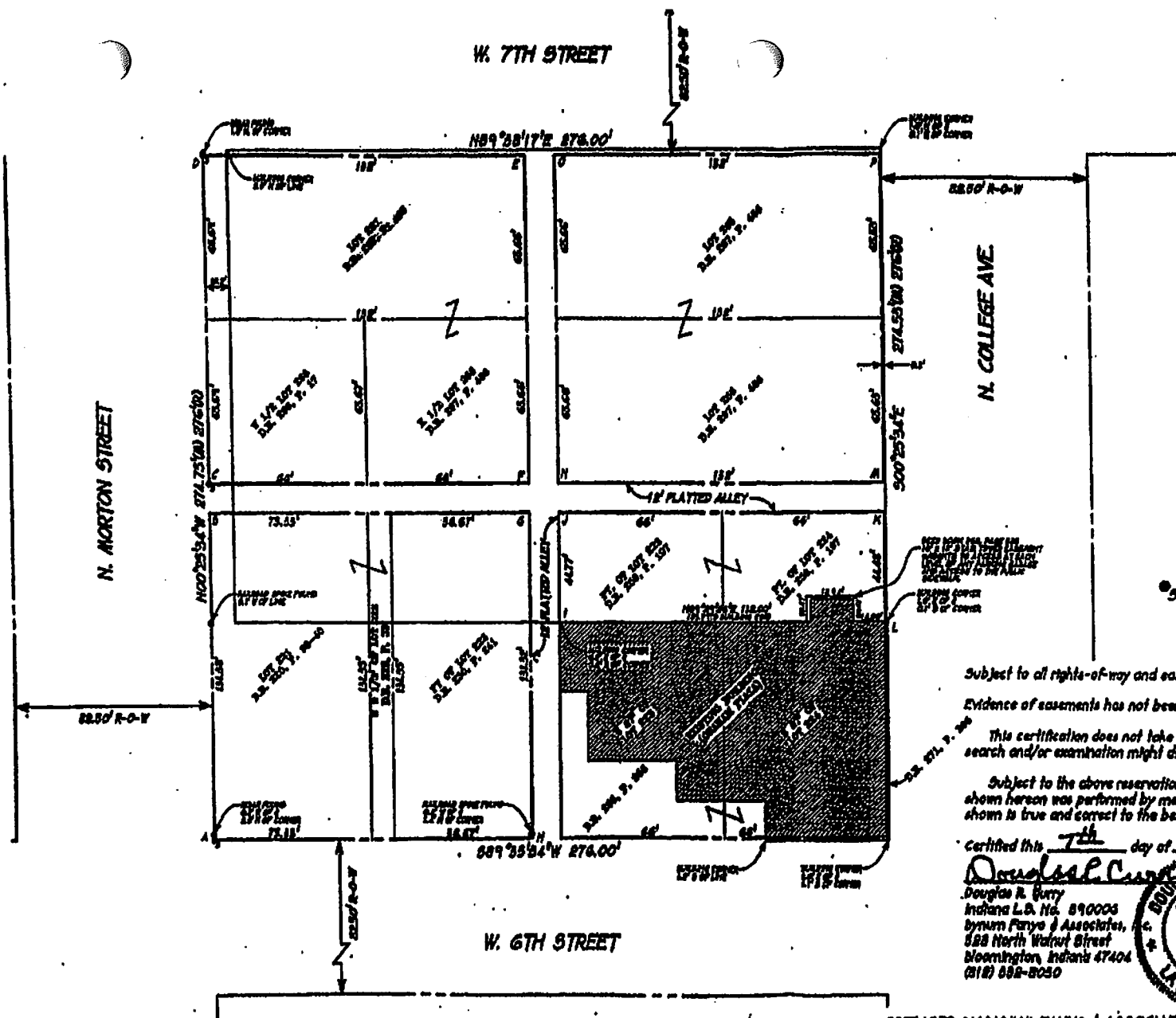
Commencing at the Northwest corner of Lot ~~278~~<sup>267</sup> of the Town of Bloomington Plat, found in Plat Cabinet B, envelope 5, and was originally recorded in Book A, page 5, Office of the Recorder, Monroe County, Indiana. Thence proceeding N89°38'17"E for a distance of 276 feet, and to the Northeast corner of Lot 265 of the Town of Bloomington Plat as mentioned above. Thence S00°25'34"E for a distance of 187.74' along the Western right-of-way of College Avenue to a point near the building corner of the existing Graham Plaza Building. Thence proceeding S89°29'26"W for a distance of 14.06' to the point of beginning and Southeast corner of said Stair Tower Easement. Thence S89°29'26"W for a distance of 18.94 feet. Thence N00°25'34"W for a distance of 10.47 feet. Thence N89°29'26"E for a distance of 18.94 feet. Thence S00°25'34"E for a distance of 10.47 feet and to the point of beginning. Containing 198.30 square feet or .0045 acres more or less.



W. 7TH STREET



Scale 1" = 40 ft



CORNER ID	NORTHING	EASTING
A	4000.88	5067.80
B	4181.89	5064.32
C	4144.89	5066.83
D	4275.86	5066.83
E	4276.10	5197.25
F	4144.78	5198.22
G	4182.78	5198.81
H	4001.46	5199.89
I	4088.54	5210.54
J	4138.86	5210.31
K	4183.73	5342.30
L	4089.48	5342.63
M	4145.74	5342.22
N	4144.86	5210.22
O	4276.17	5209.24
P	4277.01	5341.24

5/8" x 24" REDAR w/CAP SET THIS SURVEY

Subject to all rights-of-way and easements.

Evidence of easements has not been located in the field and is not shown on the survey drawing.

This certification does not take into consideration additional facts an accurate and correct search and/or examination might disclose.

Subject to the above reservations, I hereby certify that the survey work performed on the pr shown hereon was performed by me or under my direct supervision and control, and that all info shown is true and correct to the best of my knowledge and belief.

Certified this 7th day of July 2002.

Douglas R. Gurry  
Indiana L.S. No. 890006  
Brynum Fanyo & Associates,  
528 North Walnut Street  
Bloomington, Indiana 47404  
(317) 888-8030



REVISED: August 7  
LOTS 221, 222, 223 - 1  
PART OF LOTS 223 &  
IN THE CITY OF BLOOMING  
MONROE COUNTY  
JOB NO. 01  
SHEET 1

PREPARED BY BRYNUM FANYO & ASSOCIATES, INC. 528 N WALNUT STREET BLOOMINGTON IN









Relax

Focus

Kindness

Independence

Peace

D

C

T

A

Symbol



**BOARD OF PUBLIC WORKS  
RESOLUTION 2022-33**

**Encroachment Agreement with College Internship Program, Inc.**

**WHEREAS**, the City of Bloomington Redevelopment Commission (“Owner”) owns the real property at 220 N Morton Street, which real estate is more particularly described in Instrument No. 2002021373, in the Office of the Recorder of Monroe County (the “Property”); and

**WHEREAS**, Register Exchange, LLC, (“Lessee”), leases the Property from Owner and has the right and obligation to develop, manage, and operate certain real estate described in the Ground Lease (Instrument No. 2003003623); and

**WHEREAS**, Lessee assigned its lease to Mercury Development Group, LLC (“Assignee”) (Instrument No. 2003019095); and

**WHEREAS**, the College Internship Program, Inc. (“Renter”) rents the Property from Assignee; and

**WHEREAS**, Renter wishes to place the following type of encroachment over and upon the public right of way adjacent to the Property: a four-foot (4’) by two-foot (2’) area within the existing tree plot to place a wooden border and painted rocks that are intended to bring awareness to autism and other learning differences; and

**WHEREAS**, Renter will not be digging, cutting, or excavating in the right-of-way with this encroachment and will therefore not be required to obtain a ROW Use Permit in addition to the this encroachment agreement; and

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

**WHEREAS**, the City of Bloomington neither desires nor intends to vacate this right of way.

**NOW, THEREFORE, BE IT RESOLVED:**

That the City agrees not to initiate any legal action against Renter or its successor(s) in interest regarding the encroachment into the described right of way provided that:

1. Renter agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Renter shall be responsible for

timely performance of maintenance and shall bear all expense regarding such maintenance.

2. The encroachments shall not deviate from the design which is depicted in Exhibit A and Exhibit B of this Resolution. Exhibit A and Exhibit B are attached hereto and incorporated herein by reference as though fully set forth.
3. The encroachments shall not cause noncompliance with the current Americans with Disabilities Act (ADA) and Public Rights-of-Way Accessibility Guidelines (PROWAG).
4. This Resolution is not intended to relieve Renter of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.
5. Renter agrees that the only encroachments that may be installed in the right of way are described herein. In the event Renter wishes to install any additional encroachment(s), Renter must first obtain additional approval from the Board of Public Works.
6. Renter understands and agrees that if the City or a public or municipal utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or a public or municipal utility, the removal shall be at the sole expense of Renter, and the City shall not be responsible for any damage which may occur to the encroachments by the City's workers or contractors, or by those of a public utility. Renter shall not be compensated for any expense which it may incur.
7. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Renter shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
8. In the event Renter no longer rents the property this encroachment agreement shall expire.
9. In consideration for the use of the property, pursuant to this Resolution, Renter, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the "Renter Parties") hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as

a result of the use of said property by the Renter Parties pursuant to this Resolution, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Renter Parties pursuant to this Resolution, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Renter expressly acknowledges that this Resolution is intended to be as broad as permitted by law, subject to the terms and conditions hereof, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

- 10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Renter; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
- 11. College Internship Program, Inc., agrees by signing that it has full power by proper action to enter into this agreement and has authority to do so.

**IN WITNESS WHEREOF**, the Board of Public Works has executed this Resolution 2022-33 this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF BLOOMINGTON**

**BOARD OF PUBLIC WORKS**

By: \_\_\_\_\_  
Kyla Cox Deckard, President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Elizabeth Karon, Secretary

Date: \_\_\_\_\_

**College Internship Program, Inc.**

By: \_\_\_\_\_  
**NAME, TITLE**, Renter, College Internship Program, Inc.

Date: \_\_\_\_\_





## Board of Public Works Staff Report

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**Project/Event:** Solicitor License – Resolution 2021-35  
**Petitioner/Representative:** Madeline Plant, Director of Development of Middleway House  
(non-profit)  
**Staff Representative:** Susan Coates  
**Meeting Date:** June 7, 2022

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Middleway House, by its representative Madeline Plant, has applied for a Solicitor License to place mini flyers on windshields of vehicles in downtown Bloomington advertising their free “50 Years of Caring Concert & Picnic in the Park.” An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate on foot placing mini flyers on vehicle windshields.

This application is for 4 days.

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Staff is supportive of the request.

Susan Coates



Middleway House



CITY OF BLOOMINGTON

## SOLICITOR LICENSE APPLICATION

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

### 1. License Length and Fee Application

Length of License:	<input type="checkbox"/> 24 Hours	<input type="checkbox"/> 3 Days	<input checked="" type="checkbox"/> 7 Days	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 3 Months	<input type="checkbox"/> 6 Months	<input type="checkbox"/> 1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

### 2. Applicant Information

Name:	Madeline Plant	
Title/Position:	Director of Development	
Date of Birth:	2-7-1998	
Address:	338 S. Washington Street	
City, State, Zip:	Bloomington, IN 47401	
E-Mail Address:	development@middlewayhouse.org	
Phone Number:	(812) 333-7404	Mobile Phone:

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

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

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

Received in ESD

MAY 31 2022

#### 4. Company Information

Name of Employer:	Middle Way House, Inc.		
Address of Employer:	338 S. Washington Street		
City, State, Zip:	Bloomington, IN 47401		
Employment Start Date:	May 2021	End Date (If known):	N/A
Phone Number:	(812) 333-7404		
Website / Email:	development@middlewayhouse.org		
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
		<input type="checkbox"/> Sole Proprietor	<input checked="" type="checkbox"/> Other: Nonprofit Organization

#### 5. Company Officer Information

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

Name	Address
Interim Executive Director, Carrie Stillions	338 S. Washington St. Bloomington, IN 47401

#### 6. Company Incorporation Information (For Corporations and LLC's Only)

Date of incorporation or organization:	1971
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

We are wanting to put mini flyers for our free 50 Years of Caring Concert + Picnic in the Park on windshields of cars in Downtown Bloomington.

changed  
June 8 -  
June 10  
SC

Planned hours of operation:	Friday, June 3 to Friday, June 10th 11 AM - 2 PM each day	
Place or places where you will conduct business (If private property, attach written permission from property owner):	On the Downtown Bloomington Square and parking garages.	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

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

<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.16.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> <li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li> <li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li> </ul>
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of your business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of your Employer ID number → 23-7300355
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler certificate (N/A)

**For City of Bloomington Use Only**

Date Received: 5/31/22	Received By: Cortez	Date Approved:	Approved By:
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**John Hamilton**  
**Mayor**  
**CITY OF BLOOMINGTON**  
401 N. Morton St Suite 130  
P.O. Box 100  
Bloomington, Indiana 47402

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

**RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT**

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

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

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

Madeline Plant  
Name, Printed

Madeline Plant  
Signature

5-24-22  
Date Release Signed

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

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

### Prohibited Location Agreement

Bloomington Municipal Code Section 4.16.130 prohibits Solicitors from operating in certain locations. This Agreement provides for all of the prohibited locations. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Solicitor, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the below-listed location restrictions:

- No solicitor shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works
- No solicitor shall locate in a street, street median strip or alleyway
- No solicitor shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works
- No solicitor shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public
- No solicitor shall locate in a neighborhood or on property wherein a sign reading "No Solicitation", or something of a similar nature, has been duly erected and displayed
- No solicitor shall locate on the B-Line Trail except in the following permitted areas:
  - Between the north side of Dodds Street and the south side of 2nd Street
  - Between the north side of 3rd Street and the south side of 4th Street
  - Between the north side of 6th Street and the south side of Fairview Street

**I, the undersigned, understand that if I conduct business in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Solicitor License, as so described in Chapter 4.16 of the Bloomington Municipal Code.**

**Vendor:**

Name: Madeline Plant

Signature: Madeline Plant

Date: 5-24-22

**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

### **Standard of Conduct Agreement**

Bloomington Municipal Code Section 4.16.150 provides Standards of Conduct for all Solicitors. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

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

- Solicitors shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- A device may not be used which would amplify sounds nor may attention be drawn to the solicitor by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights)
- No solicitor shall expose any person to any undue safety or health hazards nor create a public nuisance
- Solicitors shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdiction
- No person shall engage in abusive solicitation. Such abusive activity shall mean to do one or more of the following while soliciting or immediately thereafter:
  - Coming closer than three feet to the person solicited unless and until the person solicited indicates that the person wishes to make a purchase or otherwise receive the solicitation
  - Blocking or impeding the passage of the person solicited
  - Repeating the solicitation after the person solicited has indicated an objection to the solicitation
  - Following the person solicited by proceeding behind, ahead or alongside such person after the person has indicated an objection to the solicitation
  - Threatening the person solicited with physical harm by word or gesture
  - Abusing the person solicited with words which are offensive and inherently likely to provide an immediate violent reaction
  - Touching the solicited person without the solicited person's consent.
- No solicitor shall approach any vehicle driving upon, stopped upon, or parked upon any public or private street or alley
- No solicitor shall conduct his/her business from a street, alley, traffic island, or median.

**I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Solicitor License, as so described in Chapter 4.16 of the Bloomington Municipal Code.**

**Vendor:**

Name: Madeline Plant

Signature: Madeline Plant

Date: 5-24-22



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/07/2022

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

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


PRODUCER <b>Sandi Taylor Hometown Insurance LLC</b> 410 W Kirkwood Ave, Suite A Bloomington, IN 47404 License #: 883571	CONTACT NAME: <b>Antoinette Hammack</b>	
	PHONE (A/C, No, Ext): <b>(812)822-2277</b>	FAX (A/C, No): <b>(812)822-2173</b>
	E-MAIL ADDRESS: <b>Antoinette@sthometownins.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED <b>Middle Way House, Inc.</b> PO Box 95 Bloomington, IN 47402-0095	INSURER A: <b>Berkshire Hathaway Specialty Ins. Co.</b>	
	INSURER B: <b>Irwin Siegel Agency Inc.</b>	
	INSURER C: <b>Markel Insurance</b>	<b>27626</b>
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00000019-1781628 REVISION NUMBER: 9

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

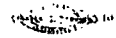
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		47SPK25573305	10/16/2021	10/16/2022	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
						Professional Liab.	\$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		47RWS25573405	10/16/2021	10/16/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		47SUM25573505	10/16/2021	10/16/2022	EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC0149463-08	10/16/2021	10/16/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	Yes
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Cyber Liability		TBD - BINDER	10/16/2021	10/16/2022	Per Occurrence	1,000,000
A	Cyber Crime		TBD - BINDER	10/16/2021	10/16/2022	Per Occurrence	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Active Assailant Coverage - Certain Underwriters at Lloyd's - 10/16/2021 to 10/16/2022 \$1,000,000 Property Damage and \$500,000 Liability.

<b>CERTIFICATE HOLDER</b>  Middle Way House, Inc. PO Box 95 Bloomington, IN 47402	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION  
OF

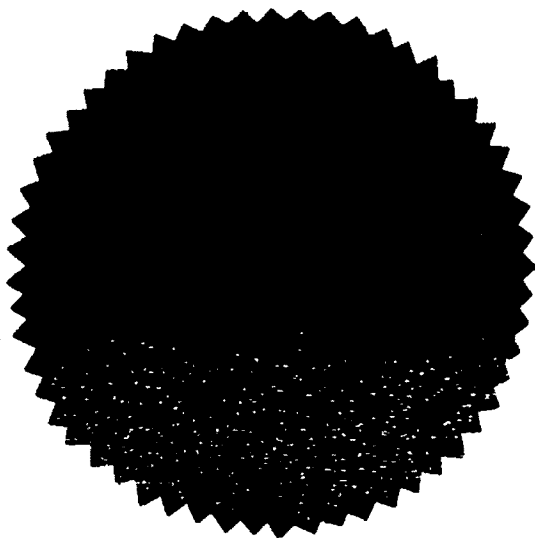
7109-42-53

MIDDLE WAY HOUSE, INCORPORATED

LARRY A. CONRAD,

I, ~~XXXXXXXXXXXX~~ Secretary of State of the State of Indiana, hereby certify that Articles of Incorporation of the above not for profit Corporation, in the form prescribed by my office, prepared and signed in triplicate by the incorporators and acknowledged and verified by the same before a Notary Public, have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; that I have endorsed my approval upon the triplicate copies of such Articles; that all fees have been paid as required by law; that one copy of such Articles has been filed in my office; and that the remaining two copies of such Articles bearing the endorsement of my approval and filing has been returned by me to the incorporators or their representatives; all as prescribed by the provisions of the Indiana General Not For Profit Corporation Act, as amended.

Wherefore, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence has begun.



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this 2nd day of September, 19 71

~~XXXXXXXXXXXX~~ Secretary of State  
LARRY A. CONRAD,

By \_\_\_\_\_  
Deputy

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2022-35**

**Solicitor in Public Right of Way  
Middle Way House, Inc.**

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

WHEREAS, Middle Way House, Inc. ("Solicitor"), is seeking a Business License under Bloomington Municipal Code 4.16;

WHEREAS, the issuance of a Business License under Bloomington Municipal Code 4.16 requires Solicitor to submit documentation to the City-set forth at Bloomington Municipal Code 4.16.050-including proof of registration with the Indiana Secretary of State and proof of insurance;

WHEREAS, Solicitor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.16.150, the Location Restrictions found in Bloomington Municipal Code 4.16.130, and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.16.090;

WHEREAS, Solicitor desires to be able to use City property, which includes public any and all public right-of-way; and

WHEREAS, under the Bloomington Municipal Code 4.16.050, approval to use public sidewalks must be provided by the Board of Public Works via resolution;

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

1. Solicitor has permission to use the right of way as indicated in the staff memo, on a temporary and transient basis, for the purpose of placing mini flyers on windshields of vehicles in downtown Bloomington advertising their free "50 Years of Caring Concert & Picnic in the Park," beginning on June 8, 2022 and ending on June 11, 2022.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.16 of the Bloomington Municipal Code. Thus, Solicitor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Soliciting without a business license is a violation of Bloomington Municipal Code 4.16.160(a)(1), and would subject Solicitor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions-which in some instances may mirror those that exist under Title 4.16 of the Bloomington Municipal Code-attach to this approval:

- a. Solicitor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Solicitor will have obtained a valid business license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid business license throughout the term of Solicitor's operation on City property.
- c. Solicitor may not use any device to amplify sounds or draw attention to the Solicitor aurally or with a light-producing device;
- d. Solicitor may not operate in a manner that would significantly impede or prevent the use of any City property, or in a manner that would endanger the safety or property of the public.
- e. Solicitor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.

**RESOLUTION 2022-35**

- f. Solicitor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.

**ADOPTED THIS 7<sup>th</sup> DAY OF JUNE 2022.**

**BOARD OF PUBIC WORKS:**

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**Kyla Cox Deckard, President**

---

**Elizabeth Karon, Secretary**

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2022-35** ARE ACCEPTABLE AND AGREED TO BY SOLICITOR:

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Madeline Plant  
Middle Way House, Inc.  
BUSINESS NAME



## Board of Public Works Staff Report

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**Project/Event:** Mobile Vendor in Right of Way – Resolution 2022-37  
**Petitioner/Representative:** Maria del Pilar Gonzalez, Pili’s Party Taco #3  
**Staff Representative:** Susan Coates  
**Meeting Date:** June 7, 2022

Maria del Pilar Gonzalez, Pili’s Party Taco #3, has applied for a Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen and food truck.

This application is for six months.

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Staff is supportive of the request.

Susan Coates

Date: 6/2/22. 37.  
Res # 2022-~~14~~.



## MOBILE VENDOR LICENSE APPLICATION

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

### 1. License Length and Fee Application

Length of License:	<input type="checkbox"/> 24 Hours	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 7 Days	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 3 Months	<input checked="" type="checkbox"/> 6 Months	<input type="checkbox"/> 1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

### 2. Applicant Information

Name:	Maria del Pilar Gonzalez		
Title/Position:	Owner		
Date of Birth:	08-31-75		
Address:	1507w Arlington Rd		
City, State, Zip:	Bloomington IN 47404		
E-Mail Address:	PilisPartyTaco@hotmail.com		
Phone Number:		Mobile Phone:	8122190539

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

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

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

Received in ESD

JUN 2 2022

#### 4. Company Information

Name of Employer:					
Address of Employer:					
City, State, Zip:					
Employment Start Date:		End Date (If known):			
Phone Number:					
Website / Email:					
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

#### 5. Company Officer Information

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

Name	Address
Marva del Rio Gonzalez	1507w Adington Rd Bloomington 1047404

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

Date of incorporation or organization:	08-22-16
State of incorporation or organization:	08-22-16
(If Not Indiana) Date qualified to transact business in state of Indiana:	08/22/16

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

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



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

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

*receipt for pmt for Food Service License.  
 = Permit.*

**For City Of Bloomington Use Only**

Date Received: Received in ESD	Received By: <i>[Signature]</i>	Date Approved:	Approved By:
-----------------------------------	------------------------------------	----------------	--------------

JUN 2 2022







# INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 12	AGE 30	ISSUE DATE 04/22/2022	PUR DATE 03/23/2022	COUNTY 53 - MONROE	TP N	PL YR 22	PLATE 732B669	PL TP GT	WEIGHT 11	PR YR	LS N	TYPE	PRIOR YR PL
EXPIRATION DATE 1/31/2023		MUNICIPALITY Bloomington		VEHICLE YEAR 1992	MAKE CHE	MODEL P30	VEHICLE IDENTIFICATION NUMBER 1GCKP32N4N3304551			TYPE VA	COLOR WHI/		
CURRENT YEAR TAX	VEH EX TAX 23.83	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 23.83	CO. WHEEL/EX TAX 22.92	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 92.10				
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE <b>TRUCK 11,000 GENERAL TRUCK NEW FORMAT</b>													

C  
BB

### IMPORTANT REGISTRATION INFORMATION

The registrant acknowledges that the information provided on the front of this form is correct. The registrant understands that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2022

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

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

<b>PRODUCER</b> First Insurance Group 1405 N. College Avenue  Bloomington IN 47404	<b>CONTACT NAME:</b> Beth Jones <b>PHONE (A/C, No, Ext):</b> (812) 331-3230 <b>E-MAIL ADDRESS:</b> bethj@figprotects.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Pills Party Taco LLC 1507 W Arlington Rd  Bloomington IN 47404	<b>INSURER A:</b> Auto-Owners Insurance Company	<b>NAIC #</b> 18988
	<b>INSURER B:</b> LM Insurance Corporation	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL2232212231                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		09290556	04/13/2022	04/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included Hired & Non-owned Auto \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 19 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5329055600	04/13/2022	04/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						PROPERTY DAMAGE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5-33S-B21K3Q-0121	12/23/2021	12/23/2022	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000


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

The City of Bloomington Indiana is Additional Insured with respect to General Liability as required by written contract.

Truck #1: 1999 Chevrolet P30  
VIN: 1GBHP32R2X3307887

Truck #2: 1998 Chevrolet P30  
VIN: 1GBHP32R2W3304910

**CERTIFICATE HOLDER****CANCELLATION**

City of Bloomington 401 N. Morton St, Ste 130  Bloomington IN 47402	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# STATE OF INDIANA

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Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner  
Bureau of Motor Vehicles  
100 North Senate Avenue  
Indianapolis, Indiana 46204

## Certification of Driver's Record

For: IVAN ALEJANDRO MACEDA VELA  
DOB: 02/27/1982  
STATUS: VALID as of 11/06/2018  
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 6th of November, 2018.

---

Mark E. Dehn, Director of Driver Records





# STATE OF INDIANA

## BUREAU OF MOTOR VEHICLES

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

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner

### Indiana Official Driver Record

As of 11/06/2018 2:18 pm

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

IVAN ALEJANDRO MACEDA VELA  
2303 E 2ND ST APT 7  
BLOOMINGTON, IN 47401-5304

License number: 3139-10-8480  
License type: OPERATOR  
License expires: 07/30/2020  
License status: VALID  
SR22: Not needed

Birth date: 02/27/1982      Gender: MALE

Current points: 2  
Social Security #:

---

**Physical Description:** Height: 5'9"    Weight: 165lbs    Hair color: BROWN    Eye color: BROWN    Donor: T

---

**Endorsements:**    None

---

**Pending Endorsements:**    None

---

**Restrictions:**    TEMPORARY

---

**Pending Restrictions:**    None

---

**Suspension Information -- (\* indicates active suspensions)**

-- (\*\* indicates closed/expired active suspensions stayed pursuant to  
specialized driving privileges)

No Suspensions were found.

---

**Pending Suspension Information**

No Pending Suspensions were found.

---

**Disqualification Information -- (\* indicates active disqualifications)**

No Disqualifications were found.

---

**Pending Disqualification Information**

No Pending Disqualifications were found.

---

**Out of State Withdrawal Information**

No OOS Withdrawals were found.

---

**Convictions -- (\* indicates active points)**

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
11/20/2017	2[*]	Speeding 60/45	07/29/2017	BROWN CIRCUIT / 07C011708IF000568			No	No

**Mailing Addresses**

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

**Legal Addresses**

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

**Credential Issuance**

Interim Credential Issue Date: 6/1/2016, Expiration Date: 7/1/2016, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 8945083

Issue Date: 06/01/2016, Renew License, OPERATOR, Endorsements: None, Restrictions: 9, Expiration Date: 07/30/2020

Interim Credential Issue Date: 11/12/2014, Expiration Date: 12/12/2014, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 6569472

Issue Date: 11/12/2014, Amend License, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Interim Credential Issue Date: 8/10/2013, Expiration Date: 9/9/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 5030238

Issue Date: 08/10/2013, Issue Operator, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

**Remarks**

No Remarks were found.



\*\*\*\*\*  
\* End of Driver Record \*  
\*\*\*\*\*

# CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION I.V. Fleet Services  
INSPECTOR'S NAME Travis Mudere INSPECTOR'S PHONE # 812-855-3303  
DATE OF INSPECTION 4-19-22  
TAXICAB COMPANY \_\_\_\_\_  
VEHICLE YEAR 2019 MAKE Ford MODEL E59 Chassis  
VIN 1F66F5KY0K0A09201

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

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

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



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

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

**RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT**

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

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

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

Marisa del Pilar González  
Name, Printed

M. del Pilar González  
Signature

06/02/22  
Date Release Signed



# REGISTERED RETAIL MERCHANT CERTIFICATE

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

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

FEIN 32-0503571  
LOC ID 0159485118-001  
**ISSUED** March 16, 2022  
**EXPIRES** March 31, 2023

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

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



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

COMMISSIONER


MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

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

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

Date of this notice: 09-01-2016

Employer Identification Number:  
32-0503571

001974.692905.475891.4170 1 MB 0.419 530  


Form: SS-4

Number of this notice: CP 575 G



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

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

001974

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 32-0503571. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

**IMPORTANT REMINDERS:**

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

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

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

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

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

### **Prohibited Location Agreement**

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

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

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



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

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

Vendor:

Name: María del Pilar González

Signature: Maria del Pilar Gonzalez

Date: 06/02/22

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

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

### **Standard of Conduct Agreement**

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

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

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

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

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

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

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

**Vendor:**

Name: Alvaro del Pilar Gonzalez

Signature: Alvaro del Pilar Gonzalez

Date: \_\_\_\_\_



Monroe County Health Department  
Environmental Division  
119 W. 7th Street  
Bloomington, IN 47404  
Phone: 812-349-2542  
Health Officer: Thomas W. Sharp, M.D.

Transaction Date: 5/25/2022

Receipt Num.: 35891

Paid at office

Fee Type	Permit Number	Pymt Method	Check Num	Number Occurences	Fee Amount
Food Service License, Mobile	2022 Mobile Food License - Pili's Party Taco LLC	Check	538	1.00	\$150.00
Total Received					\$150.00
Received From: Pili's Party Taco LLC					

Comments: jw

Services Provided on: 5/25/2022

Entered by: Jessica Waters

**Thank You**

6/2/22/SC  
Ⓢ They are waiting for permit to be MAILED.

**City of Bloomington  
Fire Department**

**Mayor John Hamilton  
Fire Chief Jason Moore**

**300 E 4th St  
Bloomington IN 47402**

**(812) 332-9763  
Fax (812) 332-9764**

**Temporary Food Vendor**

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**Date:** 05/12/2022

**Business Name:** Pilas Party Taco Truck 3

**Address:** 1507 W ARLINGTON RD  
Bloomington, IN 47408

**Phone:**

**The following permit has been issued:**

**Permit No.** 22-00221

**Type:** FOOD Temporary Vender/Cooking

**Issued Date:** 05/12/2022

**Effective Date:** 05/12/2022

**Expiration Date:** 05/12/2023

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact City of Bloomington for more information.

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**Inspector: Tim Clapp**

**Date**



**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2022-37**

**Mobile Vendor in Public Right of Way  
Pili's Party Taco Truck - 3**

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

WHEREAS, Pili's Party Taco Truck - 3 (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen and food truck for 6 months beginning on 06/07/2022, and ending on 12/6/2022 .

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

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

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

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

**ADOPTED THIS THE 7th DAY OF JUNE, 2022.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_

\_\_\_\_\_  
Elizabeth Karon, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2022-37 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Maria del Pilar Gonzalez  
Pili's Party Taco Truck - 3

Date: \_\_\_\_\_



## Board of Public Works Staff Report

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**Project/Event:** 4<sup>th</sup> of July Parade

**Petitioner/Representative:** City of Bloomington Parks and Recreation Department

**Staff Representative:** Bill Ream

**Date:** June 07, 2022

**Event Date:** Monday, July 4, 2022

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The City of Bloomington Parks and Recreation Department is once again sponsoring the 4<sup>th</sup> of July Parade in downtown Bloomington on Monday July 4, 2022 which will necessitate the temporary closure of several downtown streets. Staging for the parade will begin at 7:00 a.m. The parade begins at 10:00 a.m. and concludes by noon. Six parking spaces in front of Fountain Square Mall will be closed from 8:00 a.m. Sunday, July 3<sup>rd</sup> until Tuesday, July 5<sup>th</sup> at 5p.m. for the placement of the review stage. Metered parking along the route will also be restricted.



**JOHN HAMILTON  
MAYOR**

**CITY OF BLOOMINGTON**

401 N Morton St Suite 150  
PO Box 100  
Bloomington IN 47402

**DEPARTMENT OF PUBLIC WORKS  
DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

ESD 812.349.3418  
PW 812.349.3410

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington  
Department of Economic and Sustainable Development



## SPECIAL EVENT APPLICATION

**City of Bloomington**  
**Department of Economic and Sustainable Development**  
**401 N. Morton Street, Suite 150**  
**Bloomington, Indiana 47404**  
**812-349-3418**  
**Department of Public Works**  
**812-349-3410**

### 1. Applicant Information

Contact Name:	Bill Ream		
Contact Phone:	812-349-3748	Mobile Phone:	219-331-9248
Title/Position:	Community Events Coordinator		
Organization:	Bloomington Parks and Recreation		
Address:	401 N. Morton St., Suite 250		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	reamw@bloomington.in.gov		
Organization E-Mail and URL:	bloomington.in.gov/parks		
Org Phone No:	812-349-3700	Fax No:	812-349-3705

### 2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	Downtown Bloomington, Inc		
Address:	302 S. College Ave		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	tcoppock@bloomingtonconvention.com		
Phone Number:	812-336-3681	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input checked="" type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Monday July 4, 2022	
Time of Event:	Date: 7/4/22 Start: 7am	Date: 7/4/22 End: 12pm
Setup/Teardown time Needed	Date: 7/4/22 Start: 5am	Date: 7/4/22 End: 1pm
Calendar Day of Week:	Monday July 4, 2022	
Description of Event:	<p>Type text here</p> <p>This will be the City of Bloomington's Fourth of July Parade through downtown Bloomington. Prior to the parade, there will be a performance by the Bloomington Community Band on the south lawn of the Monroe County Courthouse on Kirkwood Ave. Staging for parade entries will start at 7am and the parade will kick off at 10am. The Bloomington Community Band's performance will be from 9-9:45am.</p>	
List of Street Closures (If applicable)	See accompanying map	
Expected Number of Participants:	1,000 in parade 8,000 spectators	Expected # of vehicles (Use of Parking Spaces to close): All spaces along parade route and in staging areas on 7/4. 6 spaces on south side of Kirkwood in front of Fountain Square Mall from 7/3-7/5.

**4. IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/ Sidewalks***

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input checked="" type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input checked="" type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**5. If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:**

***Stationary Events – Closure of Streets/ Sidewalks/ Use of Metered Parking***

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable



<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

## 6. CHECKLIST

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <li><input type="checkbox"/> Detailed Map</li> <li><input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other)</li> <li><input type="checkbox"/> Maintenance of Traffic Plan</li> <li><input type="checkbox"/> Noise Permit Application (if applicable)</li> <li><input type="checkbox"/> Certificate of Liability Insurance</li> <li><input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)</li> <li><input type="checkbox"/> Beer and Wine Permit (if applicable)</li> <li><input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> <li><input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> </ul>
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <li><input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW)</li> <li><input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs</li> </ul>

**NOTE: The City of Bloomington reserves the right to cancel any event at any time should such event begin to threaten public safety or if an emergency necessitates cancellation.**

**Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.**



CITY OF BLOOMINGTON

# NOISE PERMIT

City of Bloomington  
401 N. Morton St., Suite 120  
Bloomington, Indiana 47404  
812-349-3410

## Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact April Rosenberger with any questions: (812) 349-3410 or [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov)

## Event and Noise Information

Name of Event:	Bloomington Fourth of July Parade		
Location of Event:	Downtown Bloomington		
Date of Event:	7/4/22	Time of Event:	Start: 7am
Calendar Day of Week:	Monday		End: 1pm
Description of Event:	City of Bloomington's Fourth of July Parade in downtown Bloomington. There will be a performance by the Bloomington Community Band on the south lawn of the Monroe County Courthouse from 9-9:45am. Individual entries in the parade will have live or recorded music and or speaking and may be amplified.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

## Applicant Information

Name:	Bill Ream		
Organization:	Bloomington Parks and Recreation	Title:	Community Events Coordinator
Physical Address:	401 N. Morton St., Suite 250 Bloomington, IN 47404		
Email Address:	reamw@bloomington.in.gov	Phone Number:	812-349-3748
Signature:	<i>Bill Ream</i>	Date:	5/4/22

## FOR CITY OF BLOOMINGTON USE ONLY

**In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.**

<b>BOARD OF PUBLIC WORKS</b>	
_____	_____
Kyla Cox Deckard, President	Beth H. Hollingsworth, Vice-President
_____	_____
Date	Elizabeth Karon, Secretary

# Waste and Recycling Management Plan Template

Event name: Bloomington Fourth of July Parade  
 Number of expected attendees: 1,000 in parade 8,000 spectators  
 Number of food vendors: 0  
 Number of other vendors: 0

**Designated waste and recycling manager:** This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be in charge of overseeing the implementation of the waste and recycling management plan.

**Event map:** In the event map you submit with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas (such as dumpsters) and the path for access by waste haulers.

**TIP:** Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees.  
 ClearStream recycling bins are available for use through [Downtown Bloomington, Inc.](#)

**Targeted waste:** Please enumerate the types of waste expected at the event and plans for collecting each type of item using the following table. Examples are listed, but feel free to modify as appropriate.

Type of waste	Collection plan
<Containers>*	<Recycling, composting, etc.>
<Mixed paper>	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

\*Note that “compostable” plastics are only compostable in industrial composters, which are not available in the Bloomington area. If you opt for compostable items at your event, ensure that they are compostable paper rather than plastic.

**Collection and hauling system:** Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc.

Trash along parade route will be collected in existing street trash cans and extra 55 gallon barrels from COB Sanitation. Barrels will be dropped off and picked up by COB Sanitation staff.

Events with over 100 attendees must provide staffed (by paid staff or volunteers) waste management stations to ensure that materials are separated according to the waste and recycling management plan.

Parade entries are asked to take trash from their entry with them when they leave the area. COB Parks & Recreation staff will pick up any trash left behind and put it in existing city trash cans or dumpsters.

**Vendor and volunteer education and training:** Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling.

No volunteers will be used to pick up trash.

**Materials and supplies:** List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.

55 gallon barrels from COB Sanitation, gloves, pickers, and trash bags for COB Parks & Rec staff to pick up trash left behind in staging area

**Designation of duties:** Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.

COB Parks and Recreation staff assigned to each staging area will be responsible for checking their area for trash left from parade entries.

## EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Bloomington Fourth of July Parade.

The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held virtually via zoom. Zoom information can be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for this information.

The proposal for Bloomington Fourth of July Parade will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Bloomington Parks and Recreation  
DATE:

# 2022 Bloomington Fourth of July Parade

## Route and Staging Areas



**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2022-31**

**FOURTH OF JULY PARADE**

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City Streets; and

WHEREAS, the City of Bloomington, through the Parks and Recreation Department, along with the Downtown Bloomington, Inc., will be sponsoring and organizing the Fourth of July Parade, on Monday, July 4, 2022 in downtown Bloomington; and

WHEREAS, in order to safely conduct the parade, City Streets may be closed to vehicular traffic and parking and to organize the participants, a holding area must be available for their use; and

WHEREAS, the Board of Public Works agrees that this event is important to the citizens of Bloomington and wants to facilitate the needs of the organizers.

NOW THEREFORE BE IT RESOLVED, that the following streets and parking areas may be closed to vehicular traffic on Monday, July 4, 2022 as follows:

1. Streets used for the Parade route will be closed beginning at 5:00 a.m., and reopened by 1:00 p.m. The route will begin at 10<sup>th</sup> and College, going South on College to Kirkwood, East on Kirkwood to Walnut, North on Walnut to 10<sup>th</sup> Street, West on 10<sup>th</sup> Street to end. These closings will also result in the closing of some side streets that intersect with the Parade route.
2. Six parking spaces in front of Fountain Square Mall on the south side of Kirkwood may be utilized for the review stage beginning at 8:00 a.m. Sunday, July 3, 2022, through 5:00 p.m. Tuesday, July 5, 2022
3. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.

ADOPTED THIS 7<sup>th</sup> DAY OF JUNE 2022.

**BOARD OF PUBLIC WORKS:**

**Parks and Recreation Department**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Elizabeth Karon, Secretary

\_\_\_\_\_  
Position



## Board of Public Works Staff Report

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**Project/Event:** Addendum #1 to Contract with Bruce Home Improvement for  
Garage Door Replacement Project

**Petitioner/Representative:** J.D. Boruff, Public Works

**Staff Representative:** J.D. Boruff

**Meeting Date:** June 07, 2022

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Addendum #1 to 2022 Service Agreement with Bruce Home Improvements to increase the do not exceed amount.

Increase by \$6,500.00

New Contract Amount = \$65,826.00



## City of Bloomington Contract and Purchase Justification Form

Vendor: Bruce Home  
Improvements

Contract Amount: \$65,826.00

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

### PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes    No

# of Submittals:    0	Yes	No		
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This is for a supplement to increase the Do Not Exceed amount	
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>		

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

We have a contract with Bruce Home Improvements, Inc., for garage door replacement at Fleet Maintenance Garage. Due to a significant delay in materials from the manufacturer, there was a price increase. This addendum covers the increase in price.

J.D. Boruff

PW Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**ADDENDUM #1 TO AGREEMENT**  
**Between the**  
**CITY OF BLOOMINGTON**  
**And**  
**BRUCE HOME IMPROVEMENTS, INC.**  
**FOR**  
**REPLACEMENT OF OVERHEAD DOORS AT FLEET MAINTENANCE GARAGE**

This Supplement #1 increases the Not to Exceed amount of compensation allowed under this Service Agreement as follows:

1. On November 9, 2021, the Board of Public Works approved a 2022 Service Agreement with Bruce Home Improvements, Inc.
2. **Article 3. Compensation** contained the not to exceed amount of compensation that was originally allowed under this Agreement as \$59,326.00. Due to supply chain issues and a corresponding price increase of materials, this Addendum #1 adds \$6,500 in compensation, for a revised NTE cost of \$65,826.00 for this Agreement.
3. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Supplement #1 to be executed the day and year last written below:

**CITY OF BLOOMINGTON**

**BRUCE HOME IMPROVEMENTS, INC.**

By: \_\_\_\_\_

Kyla Cox Deckard, President  
Board of Public Works

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Adam Wason, Director  
Public Works Department

Date: \_\_\_\_\_

By: \_\_\_\_\_

John Hamilton, Mayor

Date: \_\_\_\_\_

**AGREEMENT**

**BETWEEN**

**CITY OF BLOOMINGTON**

**PUBLIC WORKS DEPARTMENT**

**AND**

**BRUCE HOME IMPROVEMENTS, INC.**

**FOR**

**REPLACEMENT OF OVERHEAD DOORS AT FLEET MAINTENANCE GARAGE**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Bruce Home Improvements, Inc., (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR’S services for **overhead door replacement at Fleet Maintenance Garage**, (more particularly described in Attachment A, “Scope of Work”; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote 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 Quoter 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 required under this Agreement within 180 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 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. The 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.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him 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.** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Fifty-Nine Thousand, Three Hundred Twenty-Six Dollars (\$59,326.00). 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 own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

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

### **ARTICLE 4. RETAINAGE**

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

**4.01** **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

**4.02** **Retainage Amount** 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. 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.

**4.03** **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income 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 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 4.04.

**4.04 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, Owner may direct the escrow agent to retain in the escrow account, 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 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 Owner or another party under contract with the Owner, said funds shall be released to the 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 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 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 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 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 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 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 Surety for his 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 Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.

15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

**5.05. Insurance**

**5.05.01**

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him 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>Limits</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)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	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
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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



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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

**5.07. Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. 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.

Contractor shall comply with City of Bloomington Ordinance 2.21.020 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 the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

**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 shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

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

**5.12. Performance Bond and Payment Bond**

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both 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 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

5.12.04 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 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	Bruce Home Improvements, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: James R. Bruce / President
P.O. Box 100 Suite 130	P. O Box 614
Bloomington, Indiana 47402	Clear Creek, Indiana 47426

**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 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 swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

Bruce Home Improvements, Inc.

BY:

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
James R. Bruce, President

\_\_\_\_\_  
Beth H. Hollingsworth, Member

\_\_\_\_\_  
Dana Palazzo, Member

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

## ATTACHMENT 'A'

### "SCOPE OF WORK"

#### REPLACEMENT OF OVERHEAD DOORS AT FLEET MAINTENANCE GARAGE

*This project shall include, but is not limited to:*

1. Contractor shall provide all materials and labor to replace 10 overhead doors.
2. The doors and openers shall consist of:
  - 2 @ 12'2"x12' chi 6342 or Wayne Dalton insulated rolling steel garage doors 1 right 1 left with GH503 openers
  - 4 @ 12'2"x14' Haas 2016 normal headroom angle mount to steel track with 1 full view window section insulated
  - 2 @ 12'2x12' Haas 2016 normal headroom track angle mount to steel track with 1 full view window section
  - 2 @ 12'2x12 Hass 2016 normal head room track with angle mount track with pass through door with 6 12x24 insulated windows
  - 2 @ Liftmaster T501 openers
  - 6 @ Liftmaster H503 openers
3. Contractor will properly dispose of all scrap materials.



STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

Commission #: \_\_\_\_\_

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

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



**ATTACHMENT 'C'**

**"E-Verify AFFIDAVIT"**

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

**E-VERIFY AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public's Signature

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Commission Number

**ATTACHMENT D**

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Organization)

By: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Person Signing)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Notary Public Signature

Resident of \_\_\_\_\_ County  
Printed Name

\_\_\_\_\_  
Commission Number



# Board of Public Works Staff Report

**Project/Event:** Supplement #1 to Generator Service Agreement with Cummins Inc.

**Petitioner/Representative:** Public Works Facilities Division

**Staff Representative:** J. D. Boruff, Operations and Facilities Director

**Meeting Date:** June 07, 2022

This supplement is being requested for the increase of the original not to exceed amount of \$8,332.21. The supplement we're requesting would be an additional \$20,000.00. This Supplement #1 increases the not to exceed amount of the Agreement to \$28,332.21. When determining the original "not to exceed" amount for the original agreement, we underestimated the amount of work we would have for this contractor to perform.

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff".

J. D. Boruff  
Operations and Facilities Director  
Public Works Department

# City of Bloomington Contract and Purchase Justification Form

Vendor: Cummins, Inc.

Contract Amount: \$28,332.21

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

## PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 0	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This is for a supplement to increase the Do Not Exceed amount		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>			

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

We have a current service agreement with Cummins, Inc. for generator maintenance. This is for an increase of the do not exceed amount of the original service agreement. We are requesting to add \$20,000 to the original do not exceed amount of \$8,332.21. The new do not exceed amount will be \$28,332.21

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Title

\_\_\_\_\_  
Department



**SUPPLEMENT #1 TO 2022 SERVICE AGREEMENT**

**Between the  
CITY OF BLOOMINGTON  
And  
CUMMINS, INC.**

This Supplement #1 increases the Not to Exceed amount of compensation allowed under this Service Agreement as follows:

1. On March 29, 2022, the Board of Public Works approved the 2022 Services Agreement with Cummins, Inc.
2. **Article 4. Compensation** contained the not to exceed amount of compensation that was originally allowed under this Service Agreement as \$8,332.21. This Supplement #1 adds \$20,000 in compensation, for a revised NTE cost of \$28,332.21 for this 2022 Service Agreement.
3. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Supplement #1 to be executed the day and year last written below:

**CITY OF BLOOMINGTON**

**CUMMINS, INC.**

By: \_\_\_\_\_  
Kyla Cox Deckard, President  
Board of Public Works

By: \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Adam Wason, Director  
Public Works Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John Hamilton, Mayor

Date: \_\_\_\_\_

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/3/2022	Payroll				489,658.64
					<u>489,658.64</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 \$ 489,658.64

**Dated this 7th day of June year of 2022.**

\_\_\_\_\_

Kyla Cox Deckard, President                      Elizabeth Karon, Secretary                      \_\_\_\_\_

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

Fiscal Officer \_\_\_\_\_



## Board of Public Works Staff Report

---

**Project/Event:** Change Order #1 for the Park Ridge Road Resurfacing Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Matt Smethurst

**Meeting Date:** June 7, 2022

---

This project was awarded to Milestone Contractors, L.P. The project included the milling and resurfacing of Park Ridge Road.

Change Order #1 will balance all of the pay items in the contract with an overrun or underrun.

The original contract amount for the project was \$244,037.50. Change Order #1 would result in an increase to the contract of \$29,309.28. The new contract sum would be \$273,346.78.

This project is funded through the Public Works Department and the Engineering Department.

## City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, L.P.

Contract Amount: \$244,037.50

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

### PURCHASE INFORMATION

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

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

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

# of Submittals: 2

	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

The lowest bid was not responsive per Indiana State Code.

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

Milestone was the lowest responsive and responsible bidder.

Matt Smethurst

---

Print/Type Name

Project Manager

---

Print/Type Title

Engineering

---

Department





# City of Bloomington, Indiana

## Change Order Details

### Park Ridge Resurfacing

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<b>Description</b>	Milling and Repaving Park Ridge Road.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	1
<b>Status</b>	Pending
<b>Date Created</b>	05/20/2022
<b>Type</b>	Other
<b>Awarded Project Amount</b>	\$244,037.50
<b>Authorized Project Amount</b>	\$244,037.50
<b>Change Order Amount</b>	\$29,309.28
<b>Revised Project Amount</b>	\$273,346.78

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - Description</b>									
0040	202-02279	LFT	\$12.500	1,600.000	\$20,000.00	163.000	\$2,037.50	1,763.000	\$22,037.50
CURB AND GUTTER, REMOVE									
<b>Reason:</b> Balancing Change Order									
0070	301-12234	TON	\$220.000	61.000	\$13,420.00	5.000	\$1,100.00	66.000	\$14,520.00
COMPACTED AGGREGATE NO. 53									
<b>Reason:</b> Balancing Change Order									
0080	304-07490	TON	\$250.000	15.000	\$3,750.00	-15.000	-\$3,750.00	0.000	\$0.00
HMA PATCHING, TYPE B									
<b>Reason:</b> Balancing Change Order									
0090	306-08034	SYS	\$3.000	4,500.000	\$13,500.00	450.000	\$1,350.00	4,950.000	\$14,850.00
MILLING, ASPHALT, 1 1/2 IN.									
<b>Reason:</b> Balancing Change Order									
0100	306-08037	SYS	\$5.500	1,650.000	\$9,075.00	165.000	\$907.50	1,815.000	\$9,982.50
MILLING, ASPHALT, 3 IN.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Reason:</b> Balancing Change Order									
0110	401-07321	TON	\$97.000	507.000	\$49,179.00	104.740	\$10,159.78	611.740	\$59,338.78
QC/QA-HMA, 2, 64, SURFACE, 9.5 mm									
<b>Reason:</b> Balancing Change Order									
0140	502-06457	SYS	\$110.000	178.000	\$19,580.00	112.000	\$12,320.00	290.000	\$31,900.00
PCCP, 9 IN.									
<b>Reason:</b> Balancing Change Order									
0150	604-06070	SYS	\$130.000	36.000	\$4,680.00	-11.000	-\$1,430.00	25.000	\$3,250.00
SIDEWALK, CONCRETE									
<b>Reason:</b> Balancing Change Order									
0160	604-08086	SYS	\$275.000	14.000	\$3,850.00	-2.000	-\$550.00	12.000	\$3,300.00
CURB RAMP, CONCRETE									
<b>Reason:</b> Balancing Change Order									
0170	604-12083	SYS	\$200.000	3.000	\$600.00	2.000	\$400.00	5.000	\$1,000.00
DETECTABLE WARNING SURFACES									
<b>Reason:</b> Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0180	605-97937	LFT	\$41.500	1,600.000	\$66,400.00	163.000	\$6,764.50	1,763.000	\$73,164.50
CURB AND GUTTER, ROLL CURB									
<b>Reason:</b> Balancing Change Order									
11 items			Totals		\$204,034.00		\$29,309.28		\$233,343.28

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

\_\_\_\_\_  
 Engineer  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Contractor  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Board of Public Works  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date



## Board of Public Works Staff Report

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**Project/Event:** Change Order #3 for the Henderson, Rogers, and Winslow Multi-Use Path Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Matt Smethurst

**Meeting Date:** June 7, 2022

---

This project was awarded to Crider & Crider, Inc. Construction was completed in the Spring of 2021.

Change Order #3 would add pedestrian handrail, pavement marking line removal, and temporary pavement marking to the contract in the amount of \$8,046.00.

The original contract amount for the project was \$3,131,235.52. The adjusted contract amount is \$3,132,510.50. Change Order #3 would result in an increase to the contract of \$8,046.00. The new contract sum would be \$3,140,556.50.

This project is TIF funded.



## City of Bloomington Contract and Purchase Justification Form

Vendor: Crider &amp; Crider, Inc.

Contract Amount: \$3,131,235.52

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

### PURCHASE INFORMATION

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

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

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

	Yes	No		Yes	No
# of Submittals: 3			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Crider & Crider was the lowest responsive and responsible bidder.

Matt Smethurst

---

Print/Type Name

Project Manager

---

Print/Type Title

Engineering

---

Department

Contract No:R -38348

Change Order No.: 003

**INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary**

Page: 1

**Contract Information**

District:SEYMOUR DISTRICT

Contract No.: R -38348

AE:Wren, Rachel

Letting Date:01/15/2020

PE/S:Burkhart, Robert

Status:Pending

**Change Order Information**

Date Generated: 06/25/2021

Change Order No.: 003

Date Approved: 00/00/0000

EWA Y or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Design/Plan Related

Description: handrail to cut wall Rogr Rd and line removal on winslow rd

Original Contract Amount \$ 3,131,235.52

Current Change Order Amount \$ 8,046.00

Percent: 0.257 %

Total Previous Approved Changes \$ 1,274.98

Percent: 0.041 %

Total Change To-Date \$ 9,320.98

Percent: 0.298 %

Modified Contract Amount \$ 3,140,556.50

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: \_\_\_\_\_ DCE: \_\_\_\_\_ SCE: \_\_\_\_\_ DDCM: \_\_\_\_\_

SS Days \_\_\_\_\_ SP Days Value \$ \_\_\_\_\_

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE: X DCE: \_\_\_\_\_ SCE: \_\_\_\_\_ \* DDCM: \_\_\_\_\_ \*  
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (- LE \$ 2 M -) (- GT \$ 2 M -)  
(Days per Contract) ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)

Verbal Approval Required? Y / N If Y, by \_\_\_\_\_ Date Issued \_\_\_\_\_

Total Change To-Date>5%?  Y / N If Y, Copy to Program Budget Manager Matt Walker

Scope/Design Recommendation Required?  Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_

Date to PM \_\_\_\_\_ Date Returned \_\_\_\_\_

Approval Authority Concurs with PM?  Y / N If Y, Concurrence by M. Walker Date 11/2/21

If N, Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Resolved by \_\_\_\_\_ Date \_\_\_\_\_

LPA Signatures Required?  Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FHWA Signatures Required? Y / N If Y, Date to FHWA \_\_\_\_\_ Date Returned \_\_\_\_\_

\* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer [Signature] Date 5/18/22

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Contract No: R -38348  
Change Order No: 003

INDIANA  
Department of Transportation

Date: 05/18/2022  
Page: 3

Contract: R -38348  
Project: 1500382 - 1500383 - State: 150038400LC5  
Change Order Nbr: 003  
Change Order Description: handrail to cut wall Rogr Rd and line removal on Winslow Rd  
Reason Code: ERRORS & OMISSIONS, Design/Plan Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0121	1500382	0081	604-95344	LFT	39.000	139.000	C	Amount:\$ 5,421.00
Item Description: HAND RAIL PEDESTRIAN Supplemental Description1: material cost increase Supplemental Description2:								
0122	1500383	0065	808-06716	LFT	1.030	1500.000	C	Amount:\$ 1,545.00
Item Description: LINE REMOVE Supplemental Description1: line remove Winslow Rd project Supplemental Description2:								
0123	1500383	0066	801-06203	LFT	1.080	1000.000	C	Amount:\$ 1,080.00
Item Description: TEMPORARY PVMT MARKING 4 IN Supplemental Description1: Supplemental Description2:								

Total Value for Change Order 003 = \$ 8,046.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.  
General or Standard Change Order Explanation

This change order was created to address the material cost increase for the handrail that was added to the east cut wall on Rogers Rd and added pavement marking removal and temporary striping on Winslow Rd. We have a significant drop off and it was decided that a handrail needed placed. When Crider had the sub design the new handrail and submit, it had a material cost increase just for materials. I sent to INDOT AE Rachel Wren for approval and she sent it to Central Office for review and approval. Now we have a 6-8 week lead time for the handrail to be manufactured. We needed to add the line remove and temp striping item to move traffic over to new configuration while the last section along the roadway was being built (curb, pipe and dirt work). There wasn't items for the work listed in the list of pay items. I spoke with Eagle Ridge Design Firm and he stated it was overlooked on the items list. Time extension not needed for this change order

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.  
Notification and consent to this change order is hereby acknowledged.

Contractor: Crider : Crider INC

Signed By: 

Date: 5/19/22

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -38348  
Change Order No:003

INDIANA  
Department of Transportation

Date:05/18/2022  
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S

  
Robert Burkhart

5/18/22

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level

Name of Approver

Date

Status

Project Engineer/Supervisor

Burkhart, Robert

00/00/0000

Action Pending



## Board of Public Works Staff Report

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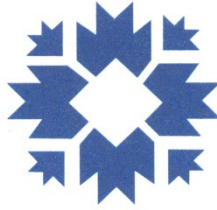
<b>Project/Event:</b>	Request from City of Bloomington Utilities for a full street closure on E 20 <sup>th</sup> St from N Lincoln St to N Dunn St
<b>Staff Representative:</b>	Paul Kehrberg
<b>Petitioner/Representative:</b>	Jay Ramey, CBU
<b>Date:</b>	June 7, 2022

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**Report:** City of Bloomington Utilities is requesting a full street closure on E 20<sup>th</sup> St from N Lincoln St to N Dunn St for a water main replacement project. They are replacing a water main this summer before new developments in the area. The closure is planned for June 8 to July 8, 2022.

CBU has supplied maintenance of traffic plans for the closure.





**CITY OF BLOOMINGTON UTILITIES**  
Engineering Department

City of Bloomington  
Board of Public Works  
Attn: Members

May 25, 2022

Re: Project Name: 20<sup>th</sup> St at N. Dunn St to Lincoln Water Main Replacement  
Project Location: 20<sup>th</sup> St at N. Dunn & Lincoln

Dear Board Members:

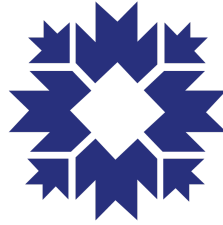
City of Bloomington Utilities has a Water Main Replacement Project starting at the above intersection beginning June 6, 2022 and lasting about four weeks depending on the weather. We are requesting various road closures at this location. CBU will have signs placed and flaggers during the water main replacement. A proposed maintenance of traffic plan has been submitted to the City of Bloomington Planning & Transportation Department for review.

Please feel free to call should you have any questions.

Sincerely,

Jay Ramey  
Senior Project Coordinator  
City of Bloomington Utilities  
P 812.349.3625

File – Document Imaging – Correspondence File –  
Project Inspector -Meyers – Engineering Technician –J. Ramey Engineering  
Contractor: CBU T&D  
Email: J. Fleig, D. Myers, H McLauchlin, B Schroeder, Paul Kehrberg, P&T



## CITY OF BLOOMINGTON UTILITIES

Administration

June 3, 2022

Dear Neighbor,

City of Bloomington Utilities (CBU) is improving the way water is delivered to your neighborhood with a water main replacement project at 20th & Lincoln (see map on reverse). CBU plans to start this project on or after June 8.

Here's what residents can expect:

- CBU will install a new water main on 20th St from Dunn to Lincoln, then on Lincoln from 20th to 19th.
- Roads will be "Local Traffic Only" during the project. The crew onsite will work with you to ensure driveway access.
- The CBU crew will begin to transfer water service after the new main is completed and tested.
- Each address will lose water service for about 1 hour while being re-connected. You will be notified by the crew onsite prior to the brief water service interruption.

Weather permitting, CBU's project should be completed in about 6 weeks. This project is independent of the other construction projects in the area.

The request to restrict public rights-of-way for the project will be heard by the City of Bloomington Board of Public Works on June 7, 2022 at 5:30pm. The meeting will be virtual and the link/phone numbers can be found by visiting the City of Bloomington Government Calendar at [bloomington.in.gov/calendars](http://bloomington.in.gov/calendars). The public will have the opportunity to provide comments regarding traffic interruptions and temporary road/driveway closures at this time.

In our 2016 water rate case, CBU instituted a long-term program to replace aging infrastructure. In the 2021 water rate case, we committed to investing \$3 million per year on water main replacements. Water main replacements are prioritized based on several factors: mains feeding critical locations, pipes known to be in poor condition, opportunities to coordinate with other departments to minimize damage to roads, etc. There have been several water main breaks in your area which this service upgrade should prevent in the future.

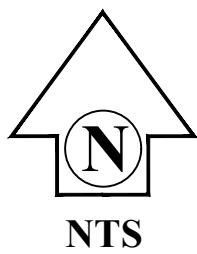
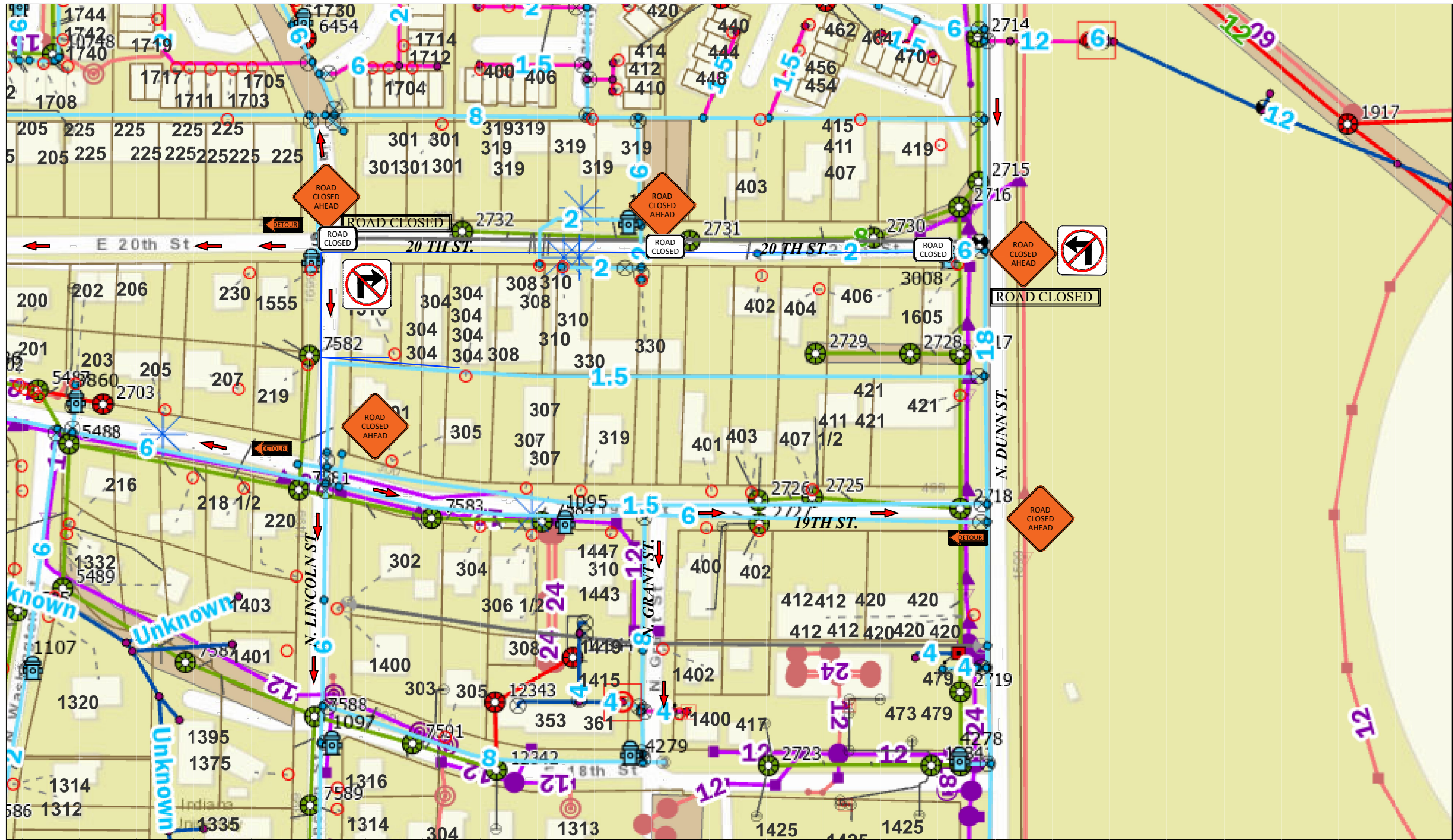
To contact me with questions, concerns, or ideas please call my office at 812-349-3650 or email [CBUdirector@bloomington.in.gov](mailto:CBUdirector@bloomington.in.gov). If you have immediate concerns during the project, please contact our 24-hr line (812) 339-1444. The safety of Bloomington's water supply and high-quality customer service are our highest priorities at CBU. Thank you in advance for your patience with the construction mess; it is a short term hassle for long-term benefit.

Sincerely,

Vic Kelson  
City of Bloomington Utilities Director







- M4-9 (R)
- M4-9 (L)
- M4-10L
- M4-10R
- R3-1
- R3-2
- R11-2
- XW20-2
- XW20-3
- TYPE 3 BARRICADE

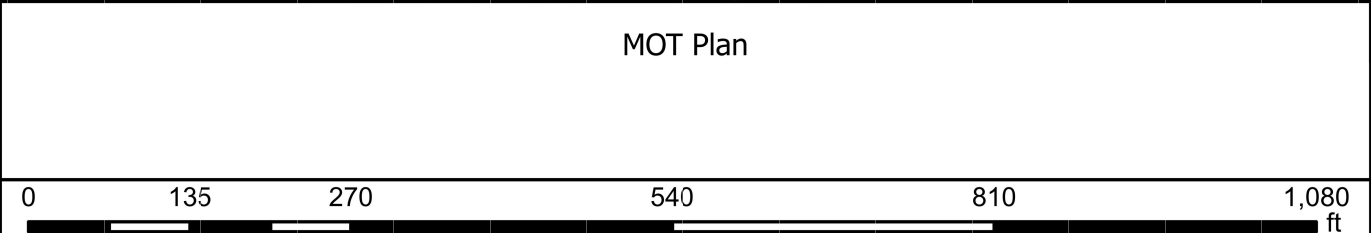
PH.3 SIGN TABLE	
SIGN/EQUIPMENT	NO. REQ.
ROAD CLOSED AHEAD XW20-3	4
DETOUR AHEAD XW20-2	3
ROAD CLOSED R11-2	3
ROAD CLOSED TO THROUGH TRAFFIC R11-4	0
DETOUR LEFT M4-10L	0
DETOUR RIGHT M4-10R	0
RIGHT TURN PROHIBITION R3-1	0
LEFT TURN PROHIBITION R3-2	0
STREET NAME D3-1 ORANGE/BLACK	0
DETOUR W/ ARROW M4-9 (R)	0
DETOUR W/ ARROW M4-9 (L)	0
TYPE III BARRICADE	0

**19th St at N Dunn St Water Main Replacement**

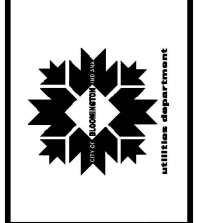
JDR      Center: 86°31'46"W 39°10'53"N

5/25/2022 9:37 AM      Scale: 1" = 200'

Important Notice: The position of underground utilities are shown schematically. Please call 811 to have all underground utilities located.



APP.	BY	No.	REVISIONS



PROJECT NO. 2022-001

Designed by: J.R.

Drawn by: J.R.

Checked by: J.F.

Approved by: J.F.

Date: 05/25/2022

MAINTENANCE OF TRAFFIC PLAN

20TH ST. AT N. DUNN ST. TO LINCOLN WATER MAIN REPLACEMENT

**PROPOSED SHEET No. 1 of 1**





# CITY OF BLOOMINGTON

## RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3913  
Fax: (812) 349-3520  
Email: [engineering@bloomington.in.gov](mailto:engineering@bloomington.in.gov)

ADDRESS OR NEAREST ADDRESS  
OF RIGHT OF WAY ACTIVITY: 20<sup>th</sup> ST 300-400 Block

### A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: JAY RAMEY SPC, CBU  
E-MAIL: RAMEY@BLOOMINGTON.IN.GOV  
COMPANY: CITY OF BLOOMINGTON UTILITIES  
ADDRESS: 600 E. MILLER DR.  
CITY, STATE, ZIP: BLOOMINGTON  
24-HR EMERGENCY CONTACT NAME: CBU CONTROL  
24-HR CONTACT PHONE #: 812.339.1444

**\*\*SUBCONTRACTOR INFORMATION\*\***  
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: N/A  
IS THIS A  CBU\*  COUNTY\*  IU\*  NP\* PROJECT?  
PROJECT NAME: 20<sup>th</sup> ST. WATER MAIN  
PROJECT #: CBU  
PROJECT MGR.: KENNY JOHNSON  
PROJECT MGR. #: 812.361.7512  
\*CBU = CITY OF BLOOMINGTON UTILITIES \*COUNTY = MONROE COUNTY  
\*IU = INDIANA UNIVERSITY \*NP= NOT-FOR-PROFIT AGENCY

ADDITIONAL INFO:

\*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

### B. WORK DESCRIPTION:

POD/DUMPSTER  CRANE  SCAFFOLDING  CONSTRUCTION USE\*  GAS  ELECTRIC  SANITARY SEWER  WATER  
 TELECOM  OTHER (EXPLAIN):  
\*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

WILL RIGHT OF WAY BE USED CLOSED BLOCKED?  
STREET NAME(S): 20<sup>th</sup> ST. / LINCOLN  
 SIDEWALK\*  ROAD CLOSURE  LANE CLOSURE:  1  2  3  
 BIKE LANE  BUS STOP  ON-STREET PARKING\*  ALLEY  
\*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW  
\*ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE COORDINATED WITH PARKING SERVICES  
START DATE: 6/6/22 END DATE: 7/6/22 # OF DAYS\*: 30  
REQUESTED CLOSURE HOURS: 800 AM - 400 PM  
\*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)  
ADDITIONAL NOTES: FOR WATER MAIN REPLACE. WILL RETURN TO TRANSFER SERVICES AFTER TESTING

WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)?  
890' on 20<sup>th</sup> 310' D. Lincoln  
LxWxD OF PAVEMENT\* EXCAVATIONS: 1200' x 3' x 4'  
\*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS  
LxWxD OF NON-PAVEMENT\* EXCAVATIONS:  
\*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE  
LINEAL FT OF BORE\*:  
\*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS  
# OF POLE INSTALL/REMOVAL:  
LxWxD OF SIDEWALK RECONSTRUCTION\*:  
\*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED  
LxWxD OF SIDEWALK NEW CONSTRUCTION\*:  
\*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE  
# OF DRIVEWAY INSTALLATIONS:

### C. INDEMNIFICATION AGREEMENT:

The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.  
I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

PRINT NAME: Jay Ramey, SPC, CBU  
SIGNATURE: Jay Ramey, CBU  
DATE: May 25<sup>th</sup>, 2022



TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544  
CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.

For Administration Use Only (applicable to CLOSURE approval)

Approved By: \_\_\_\_\_  Staff  BPW  City Engineer  PW Director Date: \_\_\_\_\_

Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date: \_\_\_\_\_



## Board of Public Works Staff Report

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<b>Project/Event:</b>	Request from Duke Energy for lane closures on N Pete Ellis Dr
<b>Staff Representative:</b>	Paul Kehrberg
<b>Petitioner/Representative:</b>	Justin Woolford, Duke Energy
<b>Date:</b>	June 7, 2022

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**Report:** Duke Energy is requesting temporary lane closures on N Pete Ellis Dr north of E Longview Dr. Duke is currently completing infrastructure upgrades which were previously approved by the Board at the January 18, 2022 meeting. They will need to dig across Pete Ellis to install electric service to the Curry Urban development project. There will be lane restrictions in place with flaggers while they complete the work. The work is planned to start June 8, 2022 and will take approximately 5 days.

Duke Energy will also be installing an in ground, flush mount pull box in the side path along the east side on N Pete Ellis. This is built to accommodate pedestrian and light vehicle traffic. While the side path is closed for the installation of the pull box pedestrian accommodations will be made.



May 23, 2022

Board of Public Works  
City of Bloomington  
401 North Morton Street  
Bloomington, IN 47404

Subject: Requested Lane Closure(s) on N Pete Ellis

Dear Board Members:

As part of Duke Energy's ongoing work along N Pete Ellis Dr. to upgrade existing infrastructure and serve the new Curry Urban apartment complex, Duke Energy is respectfully requesting to add a road cut to the scope of work. This cut would shut down one lane at a time on N Pete Ellis Dr. for approximately one week total.

We would also like to set a pull box for our wire in the mixed-use path east of N Pete Ellis Dr. near 150 N Pete Ellis Dr. This box would be flush with the path and is foot-traffic and light vehicle traffic-rated. Duke will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit to ensure the restriction information is well-communicated. Therefore, Duke Energy respectfully requests that the Board of Public Works approves the restrictions referenced above from 6/6/2022 to 6/10/2022.

If I can be of further assistance, please call me at 1-812-240-1026.

Kind regards,

**Justin Wolford** | Senior Engineer – Distribution Design



1100 W 2<sup>nd</sup> St. | Bloomington, IN | 47403  
812-240-1026 • Cell  
812-337-3028 • Office

[Justin.Wolford@duke-energy.com](mailto:Justin.Wolford@duke-energy.com)

[Builders, Contractors, and Developers: Click here to learn Duke's requirements for new installations.](#)

..... Proposed 6" conduit for 1000 MCM conductor

..... Existing mixed-used path. (approx)

Existing communication and fiber optic cables.

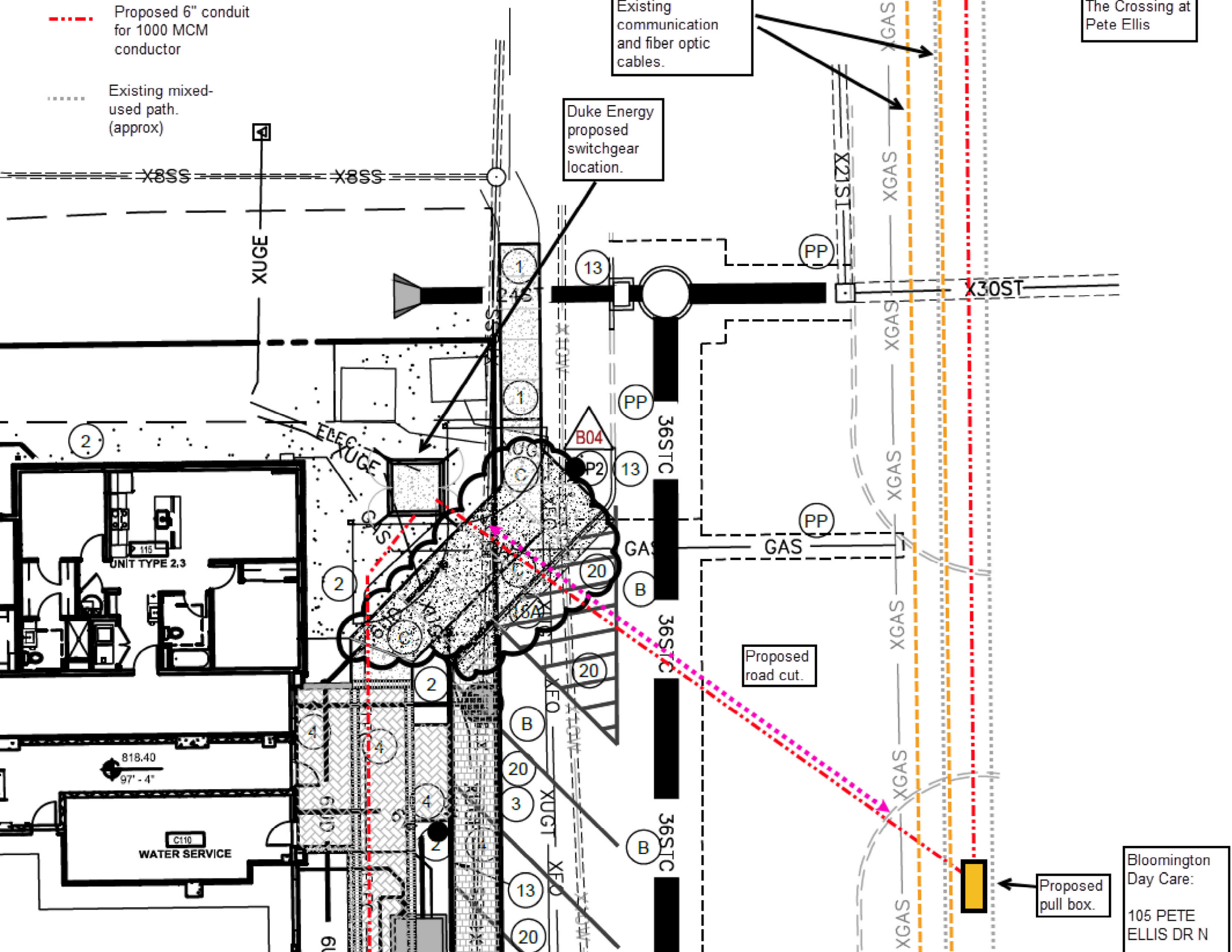
The Crossing at Pete Ellis

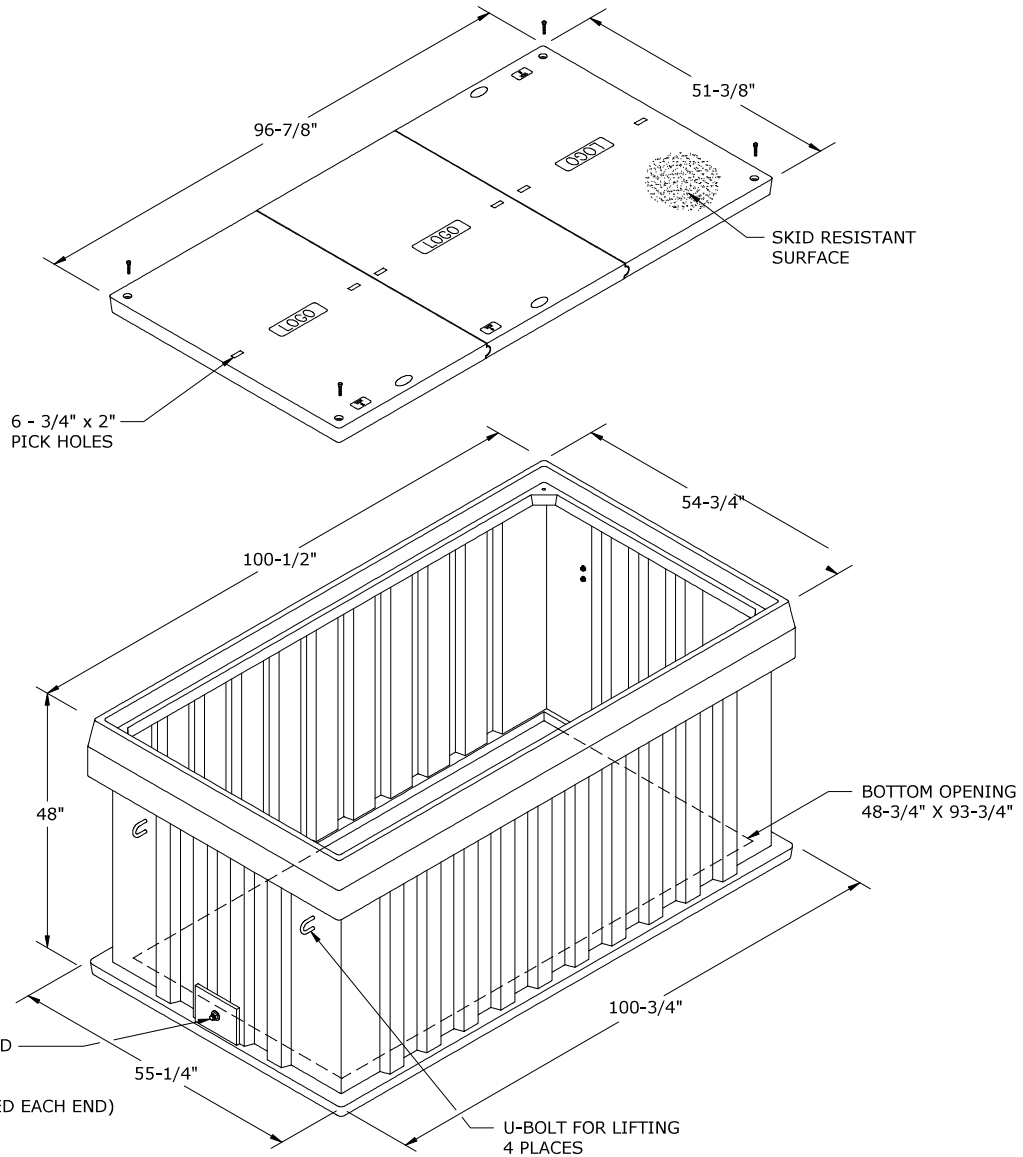
Duke Energy proposed switchgear location.

Proposed road cut.

Proposed pull box.

Bloomington Day Care:  
105 PETE ELLIS DR N





BILL OF MATERIALS					
SIZE	COMPATIBLE UNIT	CU QTY	ITEM NUMBER	ITEM QTY/ CU	DESCRIPTION
STRUCTURE HANDHOLE RECTANGULAR FIBERCRETE, 48 X 96 X 48 WITH ADJUSTGRADE LID AND KNOCKOUTS	STRUCT-PB-RECT-FGC-XXXL-M	1	50122636	1	BOX, ELECTRICAL, SERVICE, 48" WD X 96" LG X 48" DP, FIBERGLASS, W/ ELECTRIC LOGO, PULLING EYE

**NOTES:**

1. REFER TO DWGS. 25.06-101A AND 25.06-101B FOR INSTALLATION NOTES AND INFORMATION CONCERNING TIER RATINGS. THIS PEDESTAL HAS A TIER 15 RATING.
2. TRIPLEX OR QUADRUPLX CABLES, NONE LARGER THAN 750 MCM.
3. A MAXIMUM OF 10 SETS OF SECONDARY CABLE ALLOWED.
4. SEE SECTION 25.07 FOR SUBMERSIBLE CONNECTOR OPTIONS. SUBMERSIBLE CONNECTORS ONLY CAN BE USED IN THIS PULLBOX.
5. DEPENDING UPON THE APPLICATION, THERE MAY NOT BE A CONNECTOR OPTION THAT WILL HANDLE BOTH THE MAXIMUM CONDUCTOR SIZE AND THE MAXIMUM NUMBER OF SETS ALLOWED.
6. 1 SET OF THREE-PHASE, PRIMARY SPLICES UP TO 1000 MCM ARE ALLOWED IN THIS PULLBOX.
7. DO NOT INSTALL BOTH SECONDARY AND PRIMARY CONDUCTORS TOGETHER IN THIS PULLBOX.



3				
2				
1				
0	12/31/20	EANES	FLETCHER	GRAHAM
REVISED	BY	CHK'D	APPR.	

4-1/2' X 8 1/2' FLUSH-MOUNTED PULLBOX

DEC	DEM	DEP	DEF
	X		
25.06-121			



THE MOST IMPORTANT CONSIDERATION OF FLUSH-MOUNTED ENCLOSURES, OTHER THAN THE NUMBER AND SIZE OF CONDUCTORS THAT ARE PLACED IN THEM, IS THE LOAD BEARING CAPACITY OF THE ENCLOSURE ITSELF. THIS IS REFERRED TO AS THE 'TIER' RATING OF THE ENCLOSURE, AND IT IS ESSENTIAL TO SELECT AN ENCLOSURE WITH THE PROPER TIER RATING BASED ON THE NEED AND LOCATION IN WHICH IT WILL BE PLACED. TIER RATINGS ARE DEFINED BY ANSI STANDARD 77 FOR UNDERGROUND ENCLOSURE INTEGRITY, SHOWN IN THE TABLE BELOW:

APPLICATION	LOADING REQUIREMENTS			
LIGHT DUTY PEDESTRIAN TRAFFIC ONLY	VERTICAL	TEST LOAD	13.3 kN	3000 POUNDS
TIER 5 SIDEWALK APPLICATIONS WITH A SAFETY FACTOR FOR OCCASIONAL NON-DELIBERATE VEHICULAR TRAFFIC	VERTICAL	DESIGN LOAD	22.2 kN	5000 POUNDS
		TEST LOAD	33.3 kN	7500 POUNDS
	LATERAL	DESIGN LOAD	28.7 kPa	600 POUNDS/SQ FT
		TEST LOAD	43.1 kPa	900 POUNDS/SQ FT
TIER 8 SIDEWALK APPLICATIONS WITH A SAFETY FACTOR FOR NON-DELIBERATE VEHICULAR TRAFFIC	VERTICAL	DESIGN LOAD	35.6 kN	8000 POUNDS
		TEST LOAD	53.4 kN	12,000 POUNDS
	LATERAL	DESIGN LOAD	28.7 kPa	600 POUNDS/SQ FT
		TEST LOAD	43.1 kPa	900 POUNDS/SQ FT
TIER15 DRIVEWAY, PARKING LOT, AND OFF-ROADWAY APPLICATIONS SUBJECT TO OCCASIONAL NON-DELIBERATE HEAVY VEHICULAR TRAFFIC	VERTICAL	DESIGN LOAD	66.7 kN	15,000 POUNDS
		TEST LOAD	100.1 kN	22,500 POUNDS
	LATERAL	DESIGN LOAD	38.3 kPa	800 POUNDS/SQ FT
		TEST LOAD	57.5 kPa	1,200 POUNDS/SQ FT
TIER 22 DRIVEWAY, PARKING LOT, AND OFF-ROADWAY APPLICATIONS SUBJECT TO OCCASIONAL NON-DELIBERATE HEAVY VEHICULAR TRAFFIC	VERTICAL	DESIGN LOAD	100.1 kN	22,500 POUNDS
		TEST LOAD	150.1 kN	33,750 POUNDS
	LATERAL	DESIGN LOAD	38.3 kPa	800 POUNDS/SQ FT
		TEST LOAD	57.5 kPa	1,200 POUNDS/SQ FT
AASHTO H-20 DELIBERATE VEHICULAR TRAFFIC APPLICATIONS	CERTIFIED PRECAST CONCRETE, CAST IRON, OR AASHTO-RECOGNIZED MATERIALS			

WHILE THE ANSI STANDARD DOES NOT EXACTLY DEFINE 'DELIBERATE' OR 'NON-DELIBERATE' TRAFFIC, THERE ARE SOME GENERALLY ACCEPTED GUIDELINES.

1. HIGHWAYS, CITY STREETS, AND ROAD SHOULDERS THAT CAN BE USED FOR DISABLED VEHICLES OR CONSTRUCTION LANE CHANGES ARE ALL CONSIDERED DELIBERATE TRAFFIC APPLICATIONS. THE ENCLOSURES IN THIS SECTION, EXCEPT WHERE INDICATED, **CANNOT** BE USED IN THESE LOCATIONS. REFER TO SECTION 29 FOR THE PROPER MANHOLES OR PULLBOXES THAT ARE AVAILABLE.
2. DUKE ENERGY PURCHASES ENCLOSURES MADE FROM EITHER A HIGH DENSITY POLYETHYLENE (HDPE) PLASTIC OR POLYMER CONCRETE. HDPE ENCLOSURES DO NOT HAVE AN ACTUAL TIER RATING BUT ARE SIMILAR IN STRENGTH TO A TIER 5. THEY SHOULD ONLY BE USED IN GRASSED OR LANDSCAPED AREAS AND ARE **NOT** DESIGNED FOR VEHICULAR TRAFFIC. AN EXCEPTION ARE THE ENCLOSURES USED FOR LIGHTING APPLICATIONS, WHICH MAY BE PLACED DIRECTLY BESIDE A LIGHT POLE IN EITHER A GRASSED OR PAVED/SIDEWALK AREA.
3. ALL POLYMER CONCRETE ENCLOSURES AT DUKE ENERGY HAVE A TIER 15 RATING.
4. TIER 15 ENCLOSURES ARE SUITABLE FOR USE IN LOCATIONS SUCH AS DRIVEWAYS, ALLEYS, PARKING LOTS, ETC. BUT ONLY UNDER CERTAIN CIRCUMSTANCES. THEY SHOULD **NOT** BE PLACED WHERE IT IS OBVIOUS OR EXPECTED THAT TRAFFIC WILL ROLL OVER THEM. CONSIDER THE FOLLOWING EXAMPLES ON DWG. 25.06-101B.
  - A. WITHIN AN ALLEY, PLACE THE ENCLOSURE IN THE MIDDLE OF THE ALLEYWAY SUCH THAT A VEHICLE'S WHEELS WILL STRADDLE THE ENCLOSURE RATHER THAN RUN OVER IT (FIGURE 1).
  - B. IN A DUAL-LANE ALLEYWAY, PLACE THE ENCLOSURE AS CLOSE TO A BUILDING AS POSSIBLE. IT IS UNLIKELY THERE WILL BE TWO VEHICLES IN THE ALLEY AT THE SAME TIME, THUS TRAFFIC WILL CONCENTRATE TOWARDS THE CENTER. TRAFFIC EXPECTATIONS WITHIN THE ALLEY SHOULD BE USED TO DETERMINE IF IT IS DELIBERATE OR NON-DELIBERATE SUCH AS LARGE DELIVERY TRUCKS ON A DAILY BASIS, ETC. (FIGURE 2).
  - C. WITHIN RESIDENTIAL DEVELOPMENTS, ENCLOSURES MAY BE PLACED IN GRASSY AREAS, SIDEWALKS OR NEXT TO STRUCTURES OR POLES WHERE IT IS UNLIKELY A VEHICLE WILL RUN OVER THEM. IF THEY MUST BE PLACED IN A DRIVEWAY AREA, THEY SHOULD ALSO BE POSITIONED SUCH THAT A VEHICLE WILL BE UNLIKELY TO RUN DIRECTLY OVER THEM (FIGURE 3).



3				
2				
1	5/14/21	EANES	FLETCHER	GRAHAM
0	12/31/20	EANES	FLETCHER	GRAHAM
REVISED	BY	CHK'D	APPR.	

TIER RATINGS AND SUGGESTED PLACEMENT  
OF FLUSH-MOUNTED PEDESTALS

DEC	DEM	DEP	DEF
X	X	X	X
25.06-101A			





Duke Easement  
10' Wide

Private property.

Private property.

Bloomington

Proposed road cut.

Proposed pull box and  
switchgear location.

Road RW







# CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130  
P.O. Box 100  
Bloomington, IN 47402  
Phone: (812) 349-3913  
Fax: (812) 349-3520  
Email:  
engineering@bloomington.in.gov

ADDRESS OR NEAREST ADDRESS  
OF RIGHT OF WAY ACTIVITY: 105 N Pete Ellis Drive

A. APPLICANT/AGENT INFORMATION:	
APPLICANT NAME: <u>Justin Wolford (Duke Energy)</u>	<b>**SUBCONTRACTOR INFORMATION**</b> (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: <u>Snedegar Construction</u> <b>IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b> PROJECT NAME: <u>Curry Urban on Pete Ellis</u> PROJECT #: <u>39788860</u> PROJECT MGR.: <u>Justin Wolford</u> PROJECT MGR. #: <u>812-240-1026</u> *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
E-MAIL: <u>Justin.Wolford@duke-energy.com</u>	
COMPANY: <u>Duke Energy</u>	
ADDRESS: <u>1100 W 2nd Street</u>	
CITY, STATE, ZIP: <u>Bloomington, IN 47403</u>	
24-HR EMERGENCY CONTACT NAME: <u>Alan Woodford</u>	
24-HR CONTACT PHONE #: <u>(812) 789-6470</u>	
ADDITIONAL INFO: <u>Bond #: 106845101, Travelers Casualty &amp; Surety Company</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	
B. WORK DESCRIPTION:	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* <input type="checkbox"/> GAS <input checked="" type="checkbox"/> ELECTRIC <input type="checkbox"/> SANITARY SEWER <input type="checkbox"/> WATER <input type="checkbox"/> TELECOM <input type="checkbox"/> OTHER (EXPLAIN): *EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND <b>**Will also need to install pull box (spec provided to city in the mixed-use walking path east of Pete Ellis)</b>	
<b>WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?</b> STREET NAME(S): <u>N Pete Ellis Drive</u> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> BIKE LANE <input type="checkbox"/> BUS STOP <input type="checkbox"/> ON-STREET PARKING* <input type="checkbox"/> ALLEY *SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW *ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE COORDINATED WITH PARKING SERVICES START DATE: <u>6/6/22</u> END DATE: <u>6/10/22</u> # OF DAYS*: <u>~5*</u> REQUESTED CLOSURE HOURS: <u>7:00</u> AM - <u>4:00</u> PM *non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers) ADDITIONAL NOTES: <u>*Date range estimated--adjusted for our scheduling window. Will provide 72 notice before work begins.</u>	<b>WILL THERE BE EXCAVATIONS</b> (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)? LxWxD OF PAVEMENT* EXCAVATIONS : <u>32x3x3 '</u> *PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS LxWxD OF NON-PAVEMENT* EXCAVATIONS: <u>9x3x3 '</u> *DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE LINEAL FT OF BORE*: <u>n/a (road cut)</u> *BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS # OF POLE INSTALL/REMOVAL: <u>-</u> LxWxD OF SIDEWALK RECONSTRUCTION*: <u>minimal &lt;10 sq ft</u> *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED LxWxD OF SIDEWALK NEW CONSTRUCTION*: <u>-</u> *CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE # OF DRIVEWAY INSTALLATIONS: <u>-</u>
C. INDEMNIFICATION AGREEMENT:	
The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Justin Wolford</u> SIGNATURE: <u>Justin Wolford</u> DATE: <u>5/23/22</u>	



TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544  
CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.

For Administration Use Only (applicable to CLOSURE approval)

Approved By: \_\_\_\_\_  Staff  BPW  City Engineer  PW Director Date: \_\_\_\_\_

Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date: \_\_\_\_\_





## Board of Public Works Staff Report

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**Project/Event:** Request from The Standard at Bloomington, LLC for a full street closure on W 17<sup>th</sup> St from N College Ave to N Walnut St

**Staff Representative:** Paul Kehrberg

**Petitioner/Representative:** Eric Schulte, The Standard at Bloomington, LLC

**Date:** June 7, 2022

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**Report:** The Standard at Bloomington, LLC is requesting a temporary full closure on W 17<sup>th</sup> St from N College Ave to N Walnut St as part of their ongoing construction project along E 14<sup>th</sup> St. This closure is related to the lane closures for sanitary sewer work which were approved at the May 10, 2022 meeting. The full closure is necessary due to the location of the sanitary sewer main they are replacing. Access to the driveways and alleys along W 17<sup>th</sup> St will remain open from N College Ave. The closure is planned for June 8 to June 20, 2022.

City staff have been closely coordinating this closure with the closures for the City side path project along E 17<sup>th</sup> St.

Adjacent properties have been notified and staff has reviewed the maintenance of traffic plans.



Todd M. Borgman, P.L.S.  
Katherine E. Stein, P.E.  
Don J. Kocarek, R.L.A. Stephen  
L. Smith, Founder

June 1st, 2022

City of Bloomington Board of Public Works  
401 N Morton St Suite 120  
Bloomington, IN 47404

Dear Members of the Board of Public Works,

The Standard at Bloomington, LLC is requesting temporary lane closures and driveway interruptions within the N Walnut St right of way between approximately June 8<sup>th</sup>, 2022 and August 12<sup>th</sup>, 2022. The reason for this request is to perform work associated with the redevelopment of the former Brownstone Terrace Apartments. This work includes the installation of a new sanitary sewer main along N Walnut St and the restoration of pavement along N Walnut St. This work will cause temporary lane closures along N Walnut St, E 17<sup>th</sup> St, and W 17<sup>th</sup> St and temporary pedestrian detours at the intersection of N Walnut St and E 17<sup>th</sup> St. The work will also cause temporary interruptions to driveways along N Walnut St. Every effort will be made by construction crews to minimize the amount of time of these closures and to provide full access to all driveways throughout the duration of the project.

The contractor will control traffic by following a maintenance of traffic plan included with this submittal for your review.

We appreciate your consideration of this request and are happy to answer any questions regarding these proposed closures.

Regards,

Kendall Knoke  
Smith Design Group, Inc. 812-336-6536  
Ext. 3 kknocke@smithdginc.com







Todd M. Borgman, P.L.S.  
Katherine E. Stein, P.E.  
Don J. Kocarek, R.L.A. Stephen  
L. Smith, Founder

June 1st, 2022

Dear Nearby Property Owner,

The Standard at Bloomington, LLC will be performing work associated with the redevelopment of the former Brownstone Terrace Apartments site. This work includes the installation of a new sanitary sewer main along N Walnut St and the restoration of pavement along N Walnut St. This work will cause temporary lane and street closures along N Walnut St, E 17<sup>th</sup> St, and W 17<sup>th</sup> St and temporary pedestrian detours at the intersection of N Walnut St and E 17<sup>th</sup> St. The work will also cause temporary interruptions to driveways along N Walnut St. Every effort will be made by construction crews to minimize the amount of time of these closures and to provide full access to all driveways throughout the duration of the project.

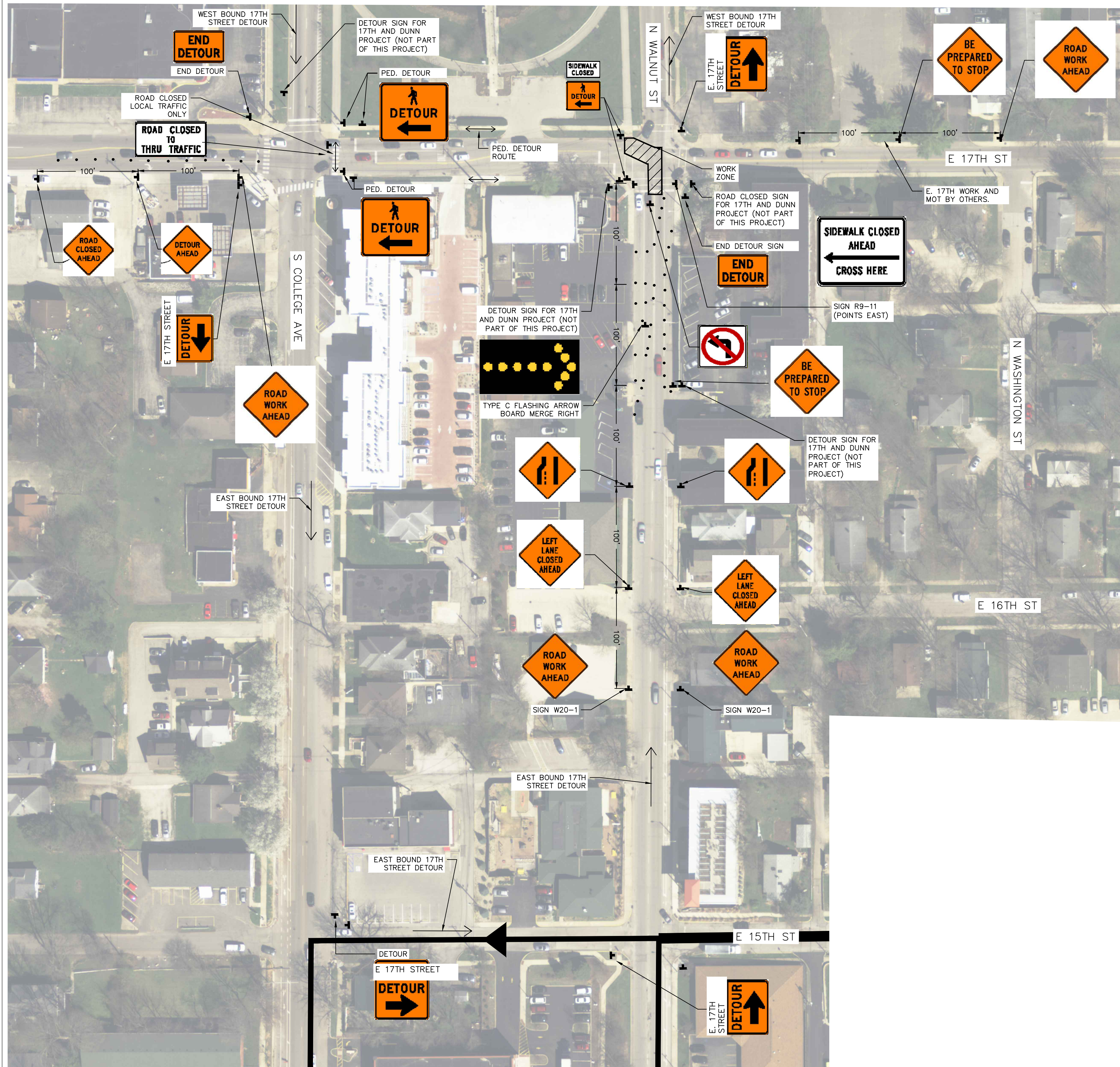
The request to restrict public rights-of-way for this project will be heard by the City of Bloomington Board of Public Works on **Tuesday June 7<sup>th</sup>, 2022 at 5:30pm**. The meeting will be held in the City Council Chambers (Room #115) of City Hall (Showers Building) located at 401 N Morton St, Bloomington, IN 47404. A virtual option is available and the link/phone numbers can be found by visiting the City of Bloomington Board of Public Works website at <https://bloomington.in.gov/boards/public-works>. The public will have the opportunity to provide comments regarding traffic interruptions and temporary road/driveway closures at this time.

Anyone not able to attend this public meeting may submit comments via phone or email to Eric Schulte at 814-571-3450 or Eric.Schulte@LandmarkProperties.com. These comments will be read at the Board of Public Works meeting.

Anyone with concerns during construction may contact Eric Schulte, Project Manager – Landmark Construction at 814-571-3450 or Eric.Schulte@LandmarkProperties.com.

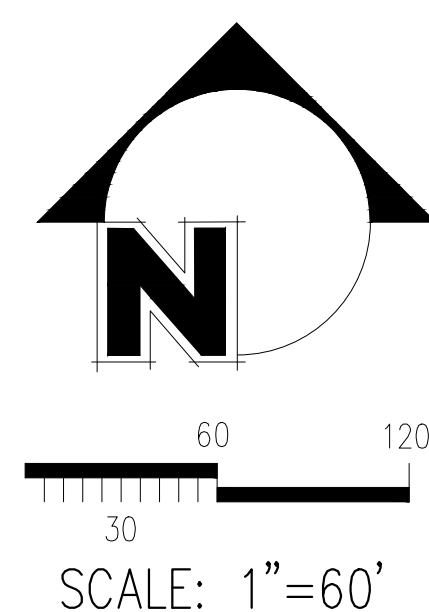






**MAINTENANCE OF TRAFFIC PLAN DURING N WALNUT ST CLOSURE - PHASE 1**

CLOSURE DATES: JUNE 8TH THROUGH JUNE 22ND

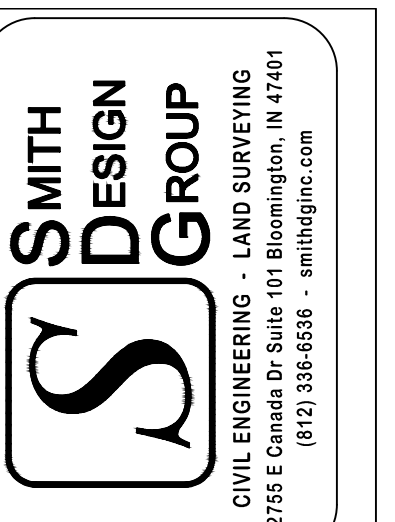


**MAINTENANCE OF TRAFFIC NOTES**

1. THIS PLAN IS TO BE USED DURING WORKING HOURS. N WALNUT ST IS TO BE REOPENED AT THE END OF EACH WORK DAY. TEMPORARY METAL PLATES MAY BE USED WHEN NECESSARY. WARNING SIGNS (MUTCD W8-24) MUST BE PLACED 350 FEET IN ADVANCE OF ANY STEEL PLATES WITHIN THE ROADWAY.
2. CONTRACTOR IS TO MAINTAIN ACCESS TO ALL DRIVEWAYS AT ALL TIMES. CONTRACTOR IS TO WORK CLOSELY WITH LOCAL RESIDENTS SO THEY ARE AWARE OF HOW TO ACCESS THEIR PROPERTIES DURING CONSTRUCTION. METAL PLATES MAY BE USED FOR TEMPORARY VEHICULAR ACCESS THROUGH THE CONSTRUCTION AREA IF NECESSARY.
3. WORK WITH THE CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT TO SWITCH TRAFFIC SIGNAL TO FLASHING RED IN ALL DIRECTIONS DURING THIS CLOSURE.

**MAINTENANCE OF TRAFFIC LEGEND**

- CHANNELIZING DEVICE (DRUM)
- LONGITUDINAL CHANNELIZING DEVICE
- ↔ DETOUR ROUTE WITH DIRECTIONAL ARROWS
- x— CONSTRUCTION FENCE
- ⚑ FLAGGER



07/20/2021

THE STANDARD AT  
BLOOMINGTON  
301 E BROWNSTONE DR  
BLOOMINGTON IN 47408

REVISIONS	BY	DATE

DESIGNED BY KCK, DJK	DATE 4/22/21
DRAWN BY KCK, DJK	
CHECKED BY KES	

JOB NUMBER  
**5919**  
SHEET  
**C806**

DATE  
06/02/2022

MOT PLAN DURING  
N WALNUT ST  
CLOSURE PHASE 1







## Board of Public Works Staff Report

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<b>Project/Event:</b>	Request from Strauser Construction for a full street closure and sidewalk closure on E 17 <sup>th</sup> St
<b>Staff Representative:</b>	Paul Kehrberg
<b>Petitioner/Representative:</b>	Ryan Strauser
<b>Date:</b>	June 7, 2022

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**Report:** Strauser Construction is requesting a temporary full street closure on E 17<sup>th</sup> St from N Lincoln St to N Grant St. This closure will be June 15<sup>th</sup> and 16<sup>th</sup>, 2022 while they complete a water tap and new service line for a new development project. Strauser Construction will be working within an existing full street closure which is required for a City capital project. Milestone Contractors will be slip forming new curbs as part of the 17<sup>th</sup> Street side path project. Milestone will have the street fully closed during daytime hours from June 15<sup>th</sup> to June 18<sup>th</sup>, 2022.

Strauser Construction is also requesting a sidewalk closure from June 13 to August 7, 2022. This sidewalk is also currently closed for the City capital project.

City staff has been closely coordinating this work with Strauser and Milestone.



**June 3, 2022**

**City of Bloomington - Board of Public Works**

401 N. Morton Street  
Bloomington, IN 47404

**RE: 1300 N. Lincoln Street - Apartments**  
**1300 N. Lincoln St.**  
**Bloomington, Indiana**  
*Temporary Street Closure*

Dear Board Members:

Strauser Construction Co., Inc. is currently constructing a project at 1300 N. Lincoln Street. The project is located at the northeast corner of 17<sup>th</sup> & Lincoln. The building will consist of ground level parking and 4 levels of residential apartment units.

Strauser Construction Co., Inc. is requesting the use of the right of way for installation of utilities and sidewalks/curbs in the 17<sup>th</sup> Street right of way. Initially, the planned work was to be completed via a MOT plan that included flaggers to reduce the amount of closure needed. However, since our initial MOT was approved, a separate project being conducted by the City was started that closes areas of 17<sup>th</sup> Street and makes it no longer feasible to complete the work via the original MOT plan put in place for this project.

With the restrictions now in place due to the other project, we need to request the following closures to complete work associated with our project.

Utility Work – Full Closure of 17<sup>th</sup> Street between Dunn Street and Walnut Street.

6/13/22 – 6/14/22

Sidewalk Closure – Between Lincoln and east end of property

6/13/22 – 8/7/22

Please note that the length of the sidewalk closure duration is due to working with the schedule of the other project and removing the existing sidewalk earlier than initially planned to accommodate new curb install prior to our project being ready to install new sidewalk that limits our working space. This will provide an opportunity to complete this work requiring street cut prior to new paving be installed by the City.

During the course of this project Strauser Construction Co., Inc. is dedicated to working with and coordinating with the City of Bloomington, City of Bloomington Engineering, City Law Enforcement and City Transit Providers. Strauser Construction Co., Inc. request that the Board of Public Works approves the use of the right of way during the time periods stated above.

Sincerely,



**Ryan M. Strauser**  
RA, AIA, LEED AP

**Strauser Construction Co., Inc.**  
453 S. Clarizz Blvd.  
Bloomington, IN 47401

## **NOTICE OF CONSTRUCTION ACTIVITIES**

**PROJECT:** 1300 N. Lincoln - Apartments

**ADDRESS:** 1300 N. Lincoln Street, Bloomington, IN

**PROJECT SCHEDULE:** 6/13/22 – 8/7/22

### **WORK WITHIN PUBLIC RIGHTS-OF-WAY:**

- Closure of Lincoln Street between Dunn Street and Walnut Street for connection of water service to City water main located in the south lane of 17<sup>th</sup> Street.
  - o June 13, 2022 – June 14, 2022
- Closure of the sidewalk on the south side of the property between Lincoln Street and east property line of the 1300 N. Lincoln Street property.
  - o June 13, 2022 – August 7, 2022

### **PUBLIC MEETING**

#### **CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS**

**DATE: June 7, 2022 at 5:30pm**

#### **REQUEST FOR APPROVAL OF THE USE OF AND WORK WITHIN**

#### **THE PUBLIC RIGHTS-OF-WAY DURING CONSTRUCTION**

**Public comment regarding this request will be accepted at the meeting.**

**CONTRACTOR:**

Strauser Construction Co., Inc.

Ryan Strauser

Email – [rmstrauser@strausercci.com](mailto:rmstrauser@strausercci.com)

Phone: 812-336-3608

**DEVELOPER/OWNER:**

University Properties

2015 N. Dunn Street

Bloomington, IN 47408

Phone: 812-334-0333





# CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3913  
Fax: (812) 349-3520  
Email:  
engineering@bloomington.in.gov

ROW EXCAVATION  ROW USE

ADDRESS OF ROW ACTIVITY: 1300 N. Lincoln Street

<b>A. APPLICANT/AGENT INFORMATION:</b>		<b>D. TRAFFIC CONTROL DEVICES*:</b>	
APPLICANT NAME: <u>Strauser Construction Co., Inc.</u>		<input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>rmstrauser@strausercci.com</u>		<input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Strauser Construction Co., Inc.</u>		<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>453 S. Clarizz Blvd.</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED	
CITY, STATE, ZIP: <u>Bloomington, IN 47401</u>		See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
24-HR EMERGENCY CONTACT NAME: _____		<b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</b>	
24-HR CONTACT PHONE #: <u>812-360-1503</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: _____ COMPANY: <u>Hylant - Selective</u>		<b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b>	
BOND #*: _____ COMPANY: <u>Hylant -Nationwide</u>		PROJECT NAME: <u>1300 N. Lincoln - Apartments</u>	
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #:	
<b>**SUBCONTRACTOR INFORMATION**</b>		PROJECT MGR.:	
<b>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</b>		PROJECT MGR. #:	
COMPANY NAME: <u>United Excavating</u>		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
<b>B. WORK DESCRIPTION:</b>		*IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		<b>G. EXCAVATIONS:**These are amounts for total project work</b>	
(EXPLAIN): <u>Utility connection of water service in 17th Street</u>		SQ FT OF PAVEMENT* EXCAVATIONS : <u>1,060</u>	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
<b>C. RIGHT OF WAY TO BE USED/CLOSED:</b>		SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>1,214</u>	
STREET NAME 1: <u>17th Street</u>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: <u>Lincoln Street</u>		LINEAL FT OF BORE*: <u>NA</u>	
2ND INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: <u>NA</u>	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: <u>NA</u>	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: <u>6/13/22</u> END DATE: <u>6/14/22</u> # OF DAYS*: <u>2</u>		SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>2,340</u>	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: <u>NA</u>	
2ND INTERSECTING STREET NAME: _____		<b>H. INDEMNIFICATION AGREEMENT:</b>	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		CALL 811 OR 800-382-5544	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
<b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b>		PRINT NAME: <u>Ryan M. Strauser</u>	
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>		SIGNATURE: <u>Ryan M. Strauser</u>	
REQUESTED CLOSURE HOURS: <u>24 hours</u> AM - _____ PM		DATE: <u>6/3/2022</u>	
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: \_\_\_\_\_  BPW  City Engineer  Director Date: \_\_\_\_\_

Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date: \_\_\_\_\_




# CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3913  
Fax: (812) 349-3520  
Email:  
engineering@bloomington.in.gov

ROW EXCAVATION  ROW USE

ADDRESS OF ROW ACTIVITY: 1300 N. Lincoln Street

<b>A. APPLICANT/AGENT INFORMATION:</b>		<b>D. TRAFFIC CONTROL DEVICES*:</b>	
APPLICANT NAME: <u>Strauser Construction Co., Inc.</u>		<input checked="" type="checkbox"/> CONES	<input type="checkbox"/> ARROWBOARD
E-MAIL: <u>rmstrauser@strausercci.com</u>		<input type="checkbox"/> LIGHTED BARRELS	<input type="checkbox"/> TYPE 3 BARRICADES
COMPANY: <u>Strauser Construction Co., Inc.</u>		<input checked="" type="checkbox"/> FLAGGERS	<input type="checkbox"/> BPD OFFICER
ADDRESS: <u>453 S. Clarizz Blvd.</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Bloomington, IN 47401</u>		<b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</b>	
24-HR EMERGENCY CONTACT NAME: <u>Ryan Strauser</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
24-HR CONTACT PHONE #: <u>812-360-1503</u>		<b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b>	
INSURANCE #*: _____ COMPANY: <u>Hylant - Selective</u>		PROJECT NAME: <u>1300 N. Lincoln - Apartments</u>	
BOND #*: _____ COMPANY: <u>Hylant - Nationwide</u>		PROJECT #:	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT MGR.:	
<b>**SUBCONTRACTOR INFORMATION**</b>		PROJECT MGR. #:	
<b>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</b>		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
COMPANY NAME: <u>Strauser Construction Co., Inc. / United Exc.</u>		*IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY	
<b>B. WORK DESCRIPTION:</b>		<b>G. EXCAVATIONS**Work associated with entire project ROW</b>	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		SQ FT OF PAVEMENT* EXCAVATIONS : <u>1,060</u>	
(EXPLAIN): <u>Close sidewalk to re-configure in conjunction with schedule of City's adjacent project</u>		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>1,214</u>	
<b>C. RIGHT OF WAY TO BE USED/CLOSED:</b>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
STREET NAME 1: <u>17th Street</u>		LINEAL FT OF BORE*: <u>NA</u>	
1ST INTERSECTING STREET NAME: <u>Lincoln Street</u>		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
2ND INTERSECTING STREET NAME: _____		# OF POLE INSTALLATIONS/REMOVAL: <u>NA</u>	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		SQ FT OF SIDEWALK RECONSTRUCTION*: <u>NA</u>	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>2,340</u>	
START DATE: <u>6/13/22</u> END DATE: <u>8/7/22</u> # OF DAYS*: <u>56</u>		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
STREET NAME 2: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: <u>NA</u>	
1ST INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p>	
2ND INTERSECTING STREET NAME: _____			
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		<b>H. INDEMNIFICATION AGREEMENT:</b>	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		PRINT NAME: <u>Ryan M. Strauser</u>	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		SIGNATURE: <u>Ryan M. Strauser</u>	
<b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b>		DATE: <u>6/8/2022</u>	
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>			
REQUESTED CLOSURE HOURS: <u>24 hours</u> AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: \_\_\_\_\_  BPW  City Engineer  Director Date: \_\_\_\_\_

Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date: \_\_\_\_\_



## Board of Public Works Staff Report

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**Project/Event:** Noise Permit for Night Time Work on East 3<sup>rd</sup> Street.

Chick-fil-A Canopy Project

**Petitioner/Representative:** Katie Lejman, Horizon Construction Company

**Staff Representative:** April Rosenberger

**Meeting Date:** June 07, 2022

**Event Date:** 07/21/2022-08/24/2022

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**Report:** Horizon Construction Company is requesting a noise permit for night time work from 10:00 p.m. – 6 a.m. on Monday – Saturday and all day on Sunday for the duration of the project. The project consists of the installation of a steel framed shade structure in the drive-thru area for the existing Chick-fil-A located at 3020 E. 3<sup>rd</sup> Street. Chick-fil-A is requiring the project to be done outside of their normal business hours so their employees can continue to work. The project will begin on July 21, 2022 and be completed on August 24, 2022.

The approval of this permit will waive the City's noise ordinance from construction and equipment noise throughout the above mentioned dates.







CITY OF BLOOMINGTON

# NOISE PERMIT

City of Bloomington  
401 N. Morton St., Suite 120  
Bloomington, Indiana 47404  
812-349-3410

## Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact April Rosenberger with any questions: (812) 349-3410 or [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov)

## Event and Noise Information

Name of Event:	CFA #3200 Bloomington East FSU   Chick-fil-A Canopy Project		
Location of Event:	3020 E 3rd St College Mall pad Bloomington IN 47401 <small>Typical Work Schedule [35 Days]</small>		
Date of Event:	Projected Construction Start Date: 07/21/2022	Monday - Saturday: 10:00 PM - 6:00 AM	
Calendar Day of Week:	Monday - Sunday	Projected Construction Completion Date: 08/24/2022	Sunday: All Day
Description of Event:	<p>Installation of steel framed employee shade structure with minor electrical work — drive-thru area at the existing Chick-fil-A restaurant located at 3020 E 3rd St College Mall pad Bloomington IN 47401</p> <p>Chick-Fil-A requires us to work after the store closes, so they don't have to shut down -- and their employees can work while the store is under construction.</p> <p>Attached is to this submission is Horizon Construction's Baseline Canopy Project Schedule. Please note only items # 4, 7, 8, &amp; 9 are the "noise generating" activities. All other work will likely be no noisier than a typical business day with no real heavy equipment operation during other line items.</p>		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Construction
Is this a Charity Event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If Yes, to Benefit:
	Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Time of Event: <small>*Note: This projected construction duration is based on being able to work our typical work schedule</small>		

## Applicant Information

Name:	Andy Micham		
Organization:	Horizon Construction Company	Title:	President
Physical Address:	415 Walker Drive Alpharetta, GA 30004		
Email Address:	klejman@horizonc.com	Phone Number:	(770) 772-0303
Signature:		Date:	05/25/2022

## FOR CITY OF BLOOMINGTON USE ONLY

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

<b>BOARD OF PUBLIC WORKS</b>	
<hr/> Kyla Cox Deckard, President	<hr/> Beth H. Hollingsworth, Vice-President
<hr/> Date	<hr/> Elizabeth Karon, Secretary



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
<b>Department 01 - Animal Shelter</b>				
<b>Program 010000 - Main</b>				
<b>Account 43430 - Animal Adoption Fees</b>				
Macy Merriman	01 - refund adoption fee-partial-5/27/22		06/10/2022	40.00
	<b>Account 43430 - Animal Adoption Fees Totals</b>	<b>Invoice 1</b>		<u>\$40.00</u>
		Transactions		
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	01-volunteer lanyards		06/10/2022	172.17
6530 - Office Depot, INC	01-volunteer dry erase board		06/10/2022	29.69
	<b>Account 52110 - Office Supplies Totals</b>	<b>Invoice 2</b>		<u>\$201.86</u>
		Transactions		
<b>Account 52210 - Institutional Supplies</b>				
4832 - Animal Care Equipment & Services, LLC	01-Pet Corrector & Litter Pans		06/10/2022	100.00
4045 - Datamars, INC	01-Microchips (400)		06/10/2022	2,147.65
313 - Fastenal Company	01-fold towels		06/10/2022	52.25
3560 - First Financial Bank / Credit Cards	01-Petco-mice for snake food		06/10/2022	9.97
4586 - Hill's Pet Nutrition Sales, INC	01-credit adjustment-3/28/22		06/10/2022	(112.27)
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Kitten Food		06/10/2022	354.52
4586 - Hill's Pet Nutrition Sales, INC	01-Dog/cat/puppy/kitten Food		06/10/2022	476.44
3929 - IDEXX Laboratories, INC	01-Porvo & F/F Diagnostic Tests		06/10/2022	1,089.90
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-5/20/22		06/10/2022	259.50
4633 - Midwest Veterinary Supply, INC	01-Fluids		06/10/2022	75.36





# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

4633 - Midwest Veterinary Supply, INC	01-dewormer, probiotic and behavior deterrent		06/10/2022	463.63
4633 - Midwest Veterinary Supply, INC	01-Medications, needles, milk replacer, pain meds, steroids'		06/10/2022	615.69
4137 - Patterson Veterinary Supply, INC	01-Syringes, Supportive Meds		06/10/2022	113.50
4137 - Patterson Veterinary Supply, INC	01-Effipro Plus Dog		06/10/2022	216.50
453 - ULINE, INC	01- Volunteer Building supplies-2" straight hook, peg board		06/10/2022	104.73
4666 - Zoetis, INC	01-Antibiotics-Clavamox drops		06/10/2022	222.00
<b>Account 52210 - Institutional Supplies Totals</b>			Invoice 16 Transactions	\$6,189.37
<b>Account 52430 - Uniforms and Tools</b>				
4832 - Animal Care Equipment & Services, LLC	01-Pet Corrector & Litter Pans		06/10/2022	61.25
4832 - Animal Care Equipment & Services, LLC	01- Cat Traps-inc s/h		06/10/2022	282.00
<b>Account 52430 - Uniforms and Tools Totals</b>			Invoice 2 Transactions	\$343.25
<b>Account 53610 - Building Repairs</b>				
32 - Cassidy Electrical Contractors, INC	01- Wired Equipment, Reworked piping for New Lighting	BC 2021-103	06/10/2022	3,130.03
<b>Account 53610 - Building Repairs Totals</b>			Invoice 1 Transactions	\$3,130.03
<b>Account 53630 - Machinery and Equipment Repairs</b>				
6253 - O'Dell Equipment & Supply, INC	01-Dryer Maintenance & Repair-5/11/22		06/10/2022	342.14
<b>Account 53630 - Machinery and Equipment Repairs Totals</b>			Invoice 1 Transactions	\$342.14
<b>Account 53990 - Other Services and Charges</b>				
7552 - American Incinerators Corp (US Cremation Equipment	01-Incinerator Setup & Training-remaining on invoice-12/6/21 dat		06/10/2022	3,500.00
3560 - First Financial Bank / Credit Cards	01-cremation service-Order #'sIN1654621 & IN1654617		06/10/2022	200.00
60 - Monroe County Solid Waste Management District	01-sharps disposal 5/11/22		06/10/2022	9.60
<b>Account 53990 - Other Services and Charges Totals</b>			Invoice 3 Transactions	\$3,709.60



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22  
 Invoice 26 \$13,956.25

Program **010000 - Main** Totals

Invoice 26  
 Transactions

Program **010001 - Donations Over \$5K**

Account **52210 - Institutional Supplies**

5819 - Synchrony Bank

01-Leashes, Treat pouch, airhorns 06/10/2022 303.72

Account **52210 - Institutional Supplies** Totals

Invoice 1  
 Transactions

Account **53130 - Medical**

54639 - Shake Veterinary Services, INC (Town & Country Vet

01 - Spay on two Shelter Canine - Rabies Vaccine 06/10/2022 180.00

54639 - Shake Veterinary Services, INC (Town & Country Vet

01 - spay/neuter, dental 06/10/2022 859.09

Account **53130 - Medical** Totals

Invoice 2  
 Transactions

Program **010001 - Donations Over \$5K** Totals

Invoice 3  
 Transactions

Department **01 - Animal Shelter** Totals

Invoice 29  
 Transactions

Department **02 - Public Works**

Program **020000 - Main**

Account **46060 - Other Violations**

Mike Bova

26 - customer paid ticket then it was voided #22203900353 06/10/2022 30.00

Michael Jose Plaza

26 - paid ticket in error, license plate not his #21202004954 06/10/2022 60.00

Account **46060 - Other Violations** Totals

Invoice 2  
 Transactions

Account **52110 - Office Supplies**

6530 - Office Depot, INC

02 - folders for DPW Administration office use 06/10/2022 3.09

6530 - Office Depot, INC

19-Binder for DPW administration office use 06/10/2022 4.40

6530 - Office Depot, INC

02 - Binder for DPW administration office use 06/10/2022 16.68

6530 - Office Depot, INC

19-Tape, Marker, paper clips post it notes Binders for DPW admin 06/10/2022 41.51



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22  
3.02

6530 - Office Depot, INC

19-Duster spray 10 oz

06/10/2022

06/10/22  
3.02

Account **52110 - Office Supplies** Totals

Invoice 5

\$68.70

Transactions

Program **020000 - Main** Totals

Invoice 7

\$158.70

Transactions

Department **02 - Public Works** Totals

Invoice 7

\$158.70

Transactions

Department **03 - City Clerk**

Program **030000 - Main**

Account **52420 - Other Supplies**

5819 - Synchrony Bank

03- Surface Pro Protect Cover & Pen

06/10/2022

29.00

Account **52420 - Other Supplies** Totals

Invoice 1

\$29.00

Transactions

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 4/12-5/11/22-Inv.  
287297421132X05192022

05/30/2022

163.44

Account **53210 - Telephone** Totals

Invoice 1

\$163.44

Transactions

Program **030000 - Main** Totals

Invoice 2

\$192.44

Transactions

Department **03 - City Clerk** Totals

Invoice 2

\$192.44

Transactions

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53990 - Other Services and Charges**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 4/12-5/11/22-Inv.  
287297421132X05192022

05/30/2022

40.77

Account **53990 - Other Services and Charges** Totals

Invoice 1

\$40.77

Transactions

Program **040000 - Main** Totals

Invoice 1

\$40.77

Transactions

Program **04RCVR - Recover Foward**

Account **53960 - Grants**





# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

818 - Everywhere Signs, LLC	04: BCT Marquee Repair (Centennial Support)	06/10/2022	2,050.00
421 - Centerstone Of Indiana, INC	19 -Brighten Btown DPW labor funding April 2022	BC 2021-148 06/10/2022	14,186.97
Account <b>53960 - Grants</b> Totals		Invoice 2 Transactions	<u>\$16,236.97</u>
Program <b>04RCVR - Recover Foward</b> Totals		Invoice 2 Transactions	<u>\$16,236.97</u>
Program <b>04WALD - Waldron Arts Center</b>			
Account <b>53990 - Other Services and Charges</b>			
2974 - MacAllister Machinery Co, INC	04: Waldron - Scissor Lift rental - 4/13 - 5/11/22	06/10/2022	442.25
2974 - MacAllister Machinery Co, INC	04: Waldron - Scissor Lift rental - 5/11-6/8/22	06/10/2022	450.25
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2 Transactions	<u>\$892.50</u>
Program <b>04WALD - Waldron Arts Center</b> Totals		Invoice 2 Transactions	<u>\$892.50</u>
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals		Invoice 5 Transactions	<u>\$17,170.24</u>
Department <b>05 - Common Council</b>			
Program <b>050000 - Main</b>			
Account <b>53160 - Instruction</b>			
259 - Indiana Association Of Cities & Towns (AIM)	05-Webinar - Lucas	06/10/2022	25.00
Account <b>53160 - Instruction</b> Totals		Invoice 1 Transactions	<u>\$25.00</u>
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>			
259 - Indiana Association Of Cities & Towns (AIM)	05 - 2022 Municipal Law Seminar: IMLA Member for Stephen Lucas	06/10/2022	320.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals		Invoice 1 Transactions	<u>\$320.00</u>
Account <b>53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X05192022	05/30/2022	40.77
Account <b>53210 - Telephone</b> Totals		Invoice 1 Transactions	<u>\$40.77</u>



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53160 - Instruction**

3913 - Indiana League Of Municipal Clerks & Treasurers

06- SBoA School For Jeff McMillian-6/12-6/16/22  
Account **53160 - Instruction** Totals

Invoice 3 \$385.77  
Transactions  
Invoice 3 \$385.77  
Transactions

Account **53990 - Other Services and Charges**

391 - O. W. Krohn & Associates, LLP

06-Prof Serv-assistance w/proposed EDIT Tax-thru 4/30/22

06/10/2022 3,000.00

5444 - Tyler Technologies, INC

06-Energov Community Development Software

06/10/2022 2,612.50

Account **53990 - Other Services and Charges** Totals

Invoice 1 \$400.00  
Transactions

Program **060000 - Main** Totals

Invoice 2 \$5,612.50  
Transactions  
Invoice 3 \$6,012.50  
Transactions

Department **06 - Controller's Office** Totals

Invoice 3 \$6,012.50  
Transactions

Department **07 - Engineering**

Program **070000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

07-Black phone stand (for Admin. Asst.)

06/10/2022 23.19

6530 - Office Depot, INC

07-Letter size hanging folders + manila folders

06/10/2022 13.65

Account **52110 - Office Supplies** Totals

Invoice 2 \$36.84  
Transactions

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

07-Great Lakes ITE Annual Meeting/Conf. Registration for Cibor

06/10/2022 300.00

Account **53160 - Instruction** Totals

Invoice 1 \$300.00  
Transactions



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X05192022	05/30/2022	345.41
	Account <b>53210 - Telephone</b> Totals	Invoice 1	<u>345.41</u>
		Transactions	

**Account 53230 - Travel**

3560 - First Financial Bank / Credit Cards	07-Delta (airfare) to ITE Conference June '22 for Andrew Cibor	06/10/2022	1,226.20
	Account <b>53230 - Travel</b> Totals	Invoice 1	<u>1,226.20</u>
		Transactions	

**Account 53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings	07-Legal Publication (17th St #7090161 & B-Line Trail #7174177)	06/10/2022	198.80
	Account <b>53320 - Advertising</b> Totals	Invoice 1	<u>198.80</u>
		Transactions	

**Account 53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	07 - doxpop Mo. Subscription 5/13/22 public records access	06/10/2022	35.25
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	<u>35.25</u>
		Transactions	

**Account 54310 - Improvements Other Than Building**

6811 - Beam, Longest & Neff, LLC	07-Pedestrian Bridge & Small Structure Insp- 2/28-4/24/22	BC 2019-140 06/10/2022	1,568.02
	Account <b>54310 - Improvements Other Than Building</b> Totals	Invoice 1	<u>1,568.02</u>
		Transactions	
	Program <b>070000 - Main</b> Totals	Invoice 8	<u>3,710.52</u>
		Transactions	
	Department <b>07 - Engineering</b> Totals	Invoice 8	<u>3,710.52</u>
		Transactions	

**Department 09 - CFRD**

**Program 090000 - Main**

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X05192022	05/30/2022	122.31
	Account <b>53210 - Telephone</b> Totals	Invoice 1	<u>122.31</u>
		Transactions	





# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

Program **090000 - Main** Totals

Invoice 1 \$122.31  
Transactions

Department **09 - CFRD** Totals

Invoice 1 \$122.31  
Transactions

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

19660 - Bose McKinney & Evans, LLP	10 -legal services federally funded projects- April 2022	06/10/2022	3,000.00
3515 - Dentons Bingham Greenebaum LLP	10-Telecommunications-prof services April 2022	06/10/2022	5,185.00
3515 - Dentons Bingham Greenebaum LLP	10-Telecommunications Demand Letter - April 2022	06/10/2022	14,823.00
608 - Krieg Devault, LLP	10 - legal services gov affairs-April 2022	06/10/2022	2,500.00

Account **53120 - Special Legal Services** Totals

Invoice 4 \$25,508.00  
Transactions

Program **100000 - Main** Totals

Invoice 4 \$25,508.00  
Transactions

Department **10 - Legal** Totals

Invoice 4 \$25,508.00  
Transactions

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **52420 - Other Supplies**

53442 - Paragon Micro, INC	11 - Computer for copywriter	06/10/2022	1,709.98
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Account **52420 - Other Supplies** Totals

Invoice 1 \$1,709.98  
Transactions

Account **53990 - Other Services and Charges**

8050 - Bloomington Interiors (ETC for the home)	11_Curtains for Deputy Mayor Office	06/10/2022	2,948.10
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Account **53990 - Other Services and Charges** Totals

Invoice 1 \$2,948.10  
Transactions

Program **110000 - Main** Totals

Invoice 2 \$4,658.08  
Transactions

Department **11 - Mayor's Office** Totals

Invoice 2 \$4,658.08  
Transactions



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

**Department 12 - Human Resources**

**Program 120000 - Main**

**Account 52110 - Office Supplies**

6530 - Office Depot, INC	12-post it notes, shredder oil, white out, file folders	06/10/2022	128.04
	Account <b>52110 - Office Supplies</b> Totals	Invoice 1	<u>\$128.04</u>
		Transactions	

**Account 53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings	12-Job Ads \$556.45	06/10/2022	556.45
	Account <b>53320 - Advertising</b> Totals	Invoice 1	<u>\$556.45</u>
		Transactions	

**Account 53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	12-SCIHRA Conference -K. Scales	06/10/2022	40.00
3560 - First Financial Bank / Credit Cards	12-SHRM On Demand	06/10/2022	179.25
5819 - Synchrony Bank	12-Interview Questions Book for Pierson	06/10/2022	12.69
7759 - Turning Point Initiatives (Center for Equity)	12 - City Leaders Follow ups 4 & 5 & Planning Team #4	06/10/2022	18,253.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 4	<u>\$18,484.94</u>
		Transactions	
	Program <b>120000 - Main</b> Totals	Invoice 6	<u>\$19,169.43</u>
		Transactions	
	Department <b>12 - Human Resources</b> Totals	Invoice 6	<u>\$19,169.43</u>
		Transactions	

**Department 13 - Planning**

**Program 130000 - Main**

**Account 52110 - Office Supplies**

5099 - Office Three Sixty, INC	13-markers,mini post-it, label maker tape, pens	06/10/2022	102.30
	Account <b>52110 - Office Supplies</b> Totals	Invoice 1	<u>\$102.30</u>
		Transactions	

**Account 52410 - Books**



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22  
410.00

4819 - InfoUSA Marketing INC.

13-Polk Directory 2022

06/10/2022

410.00

Account **52410 - Books** Totals

Invoice 1  
Transactions

\$410.00

Account **52420 - Other Supplies**

5099 - Office Three Sixty, INC

13-markers,mini post-it, label maker tape,  
pens

06/10/2022

24.95

Account **52420 - Other Supplies** Totals

Invoice 1  
Transactions

\$24.95

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 4/12-5/11/22-Inv.  
287297421132X05192022

05/30/2022

489.24

Account **53210 - Telephone** Totals

Invoice 1  
Transactions

\$489.24

Account **53320 - Advertising**

3560 - First Financial Bank / Credit Cards

13-Planetizen - Job Posting for Planning  
Services Manager

06/10/2022

99.95

3560 - First Financial Bank / Credit Cards

13-Reimburse CC #3592 (APA Job Post--  
Planning Services Manager)

06/10/2022

195.00

Account **53320 - Advertising** Totals

Invoice 2  
Transactions

\$294.95

Account **53990 - Other Services and Charges**

6811 - Beam, Longest & Neff, LLC

07-Pedestrian Bridge & Small Structure Insp-  
2/28-4/24/22

BC 2019-140

06/10/2022

1,776.13

6714 - Dimension Mill, INC

13-Blgtn. Accessory Dwelling Workshop (Box  
Lunch+Drink)-5/23/22

06/10/2022

140.00

Account **53990 - Other Services and Charges** Totals

Invoice 2  
Transactions

\$1,916.13

Program **130000 - Main** Totals

Invoice 8  
Transactions

\$3,237.57

Department **13 - Planning** Totals

Invoice 8  
Transactions

\$3,237.57

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

409 - Black Lumber Co. INC

19- Radar 2x2 Sq edge tile 16ct @ PW  
Facilities

06/10/2022

52.99





# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

1537 - Indiana Door & Hardware Specialties, INC	19-14 keys made for Facilities		06/10/2022	84.00
4574 - John Deere Financial (Rural King)	19-Cable ties, extension cord, grabber tool for PW Facilities		06/10/2022	63.97
4574 - John Deere Financial (Rural King)	19-60CT of 55gal drum liners for PW Facilities		06/10/2022	75.96
395 - Kirby Risk Corp	19-2-ADVA Element ballast 120-277V for Facilities		06/10/2022	64.26
394 - Kleindorfer Hardware & Variety	19-case of foam sealant & pocket Utility knife for Facilities		06/10/2022	78.00
394 - Kleindorfer Hardware & Variety	19-4 bx of trash bags & dozen Jersey gloves for Facilities		06/10/2022	88.95
394 - Kleindorfer Hardware & Variety	19 - Safety glasses		06/10/2022	5.49
394 - Kleindorfer Hardware & Variety	19 - Utility knife		06/10/2022	8.99
394 - Kleindorfer Hardware & Variety	19- (2) Garden Rakes for Facilities		06/10/2022	41.98
4443 - The Sherwin Williams Company	19- Paint for ITS Suite Repair from Water Damage		06/10/2022	140.95
<b>Account 52310 - Building Materials and Supplies Totals</b>			Invoice 11 Transactions	<u>\$705.54</u>
<b>Account 52420 - Other Supplies</b>				
4140 - Interstate All Battery Center of Bloomington, INC	19-Portable Sound Systems (2)		06/10/2022	48.40
<b>Account 52420 - Other Supplies Totals</b>			Invoice 1 Transactions	<u>\$48.40</u>
<b>Account 52430 - Uniforms and Tools</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees-5/19/22	BC 2009-52	06/10/2022	30.84
<b>Account 52430 - Uniforms and Tools Totals</b>			Invoice 1 Transactions	<u>\$30.84</u>
<b>Account 53610 - Building Repairs</b>				
6378 - ANN-KRISS, LLC	19- ITS Water Damage Repair - Install of Drywall	BC 2021-122	06/10/2022	1,407.68
6299 - Bounds Flooring, INC	19-Rubber Wall Bases for City Hall	BC 2021-113	06/10/2022	360.00
32 - Cassidy Electrical Contractors, INC	19-Installed new receptacle for condensation pump @ City Hall	BC 2021-103	06/10/2022	189.97
321 - Harrell Fish, INC (HFI)	19-Repairs to Men's Bathroom Sink @ City Hall	BC 2021-116	06/10/2022	404.50



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22  
1,284.24

6688 - SSW Enterprises, LLC (Office Pride)	19-ACC-Cleaning Services for May 2022	BC 2021-126	06/10/2022	
6688 - SSW Enterprises, LLC (Office Pride)	19- City Hall-Cleaning Services for May 2022	BC 2021-126	06/10/2022	13,113.66
6688 - SSW Enterprises, LLC (Office Pride)	19- Fleet Maint-Cleaning Services for May 2022	BC 2021-126	06/10/2022	1,041.60
6688 - SSW Enterprises, LLC (Office Pride)	19- Sanitation-Cleaning Services for May 2022	BC 2021-126	06/10/2022	852.66
6688 - SSW Enterprises, LLC (Office Pride)	19- Street & Traffic-Cleaning Services for May 2022	BC 2021-126	06/10/2022	1,598.31
Account <b>53610 - Building Repairs</b> Totals			Invoice 9	<hr/> \$20,252.62
			Transactions	

**Account 53630 - Machinery and Equipment Repairs**

293 - J&S Locksmith Shop, INC	19-weed eater repair-Air filter, spark plug, shop material,labor		06/10/2022	81.19
293 - J&S Locksmith Shop, INC	19 - Blower repair-shop material and labor		06/10/2022	58.50
Account <b>53630 - Machinery and Equipment Repairs</b> Totals			Invoice 2	<hr/> \$139.69
			Transactions	
Program <b>190000 - Main</b> Totals			Invoice 24	<hr/> \$21,177.09
			Transactions	
Department <b>19 - Facilities Maintenance</b> Totals			Invoice 24	<hr/> \$21,177.09
			Transactions	

Department **28 - ITS**

Program **280000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC	28 - Pilot Precise black pens -two 12 pack boxes		06/10/2022	21.94
6530 - Office Depot, INC	28 - Pilot Precise one 12pk red pens, one 12pk blue pens		06/10/2022	28.93
6530 - Office Depot, INC	28 - Zebra 12pk ball point pens and pen refill 2pk		06/10/2022	7.48
5819 - Synchrony Bank	28 - Two Ricco Bello notebooks - Mike Crump		06/10/2022	27.98
Account <b>52110 - Office Supplies</b> Totals			Invoice 4	<hr/> \$86.33
			Transactions	

Account **52420 - Other Supplies**

793 - Indiana Safety Company, INC	28 - 140 Alpha Protec N95 disposable masks		06/10/2022	67.19
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# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC

Account **52420 - Other Supplies** Totals

Invoice 1 Transactions \$67.19

06-cell phone chgs 4/12-5/11/22-Inv.  
287297421132X05192022

05/30/2022 78.48

Account **53210 - Telephone** Totals

Invoice 1 Transactions \$78.48

**Account 53640 - Hardware and Software Maintenance**

5534 - Presidio Holdings, INC

28 - Lenel Software Support - 2022

06/10/2022 1,890.00

3989 - Ricoh USA, INC

28 - Copier maintenance SECONDARY bill  
May 2022

06/10/2022 177.20

3989 - Ricoh USA, INC

28 - Copier maintenance MAIN bill May 2022

06/10/2022 1,645.66

Account **53640 - Hardware and Software Maintenance** Totals

Invoice 3 Transactions \$3,712.86

**Account 54420 - Purchase of Equipment**

53442 - Paragon Micro, INC

28 - Laptop, dock, and bag - Christina Finley

06/10/2022 2,009.97

5819 - Synchrony Bank

28 - Dell USB-C replacement AC adapter

06/10/2022 67.99

Account **54420 - Purchase of Equipment** Totals

Invoice 2 Transactions \$2,077.96

Program **280000 - Main** Totals

Invoice 11 Transactions \$6,022.82

Department **28 - ITS** Totals

Invoice 11 Transactions \$6,022.82

Fund **101 - General Fund (S0101)** Totals

Invoice 113 Transactions \$122,824.53

**Fund 176 - ARPA Local Fiscal Recvry (S9512)**

**Department 04 - Economic & Sustainable Dev**

**Program G21005 - ARPA COVID Local Fiscal Recovery**

**Account 53960 - Grants**

4559 - Daniel L Niederman

04- BGHIP Rebate - Daniel Niederman

06/10/2022 1,000.00

Account **53960 - Grants** Totals

Invoice 1 Transactions \$1,000.00





# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals	Invoice 1	\$1,000.00
	Transactions	
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Invoice 1	\$1,000.00
	Transactions	

Department **20 - Street**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

Account **52330 - Street , Alley, and Sewer Material**

334 - Irving Materials, INC	20-Class A Stone for Silvercreek DR & Winston ST	BC 2022-010	06/10/2022	680.00
334 - Irving Materials, INC	20-Class A Stone for Silvercreek DR & ST Remy DR	BC 2022-010	06/10/2022	500.00
334 - Irving Materials, INC	20-Concrete for sidewalks & ADA ramps	BC 2022-010	06/10/2022	500.00
334 - Irving Materials, INC	20-Concrete for sidewalks & ADA ramps	BC 2022-010	06/10/2022	560.00

Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	Invoice 4	\$2,240.00
	Transactions	

Account **52340 - Other Repairs and Maintenance**

4519 - Osburn Associates, INC	20-Sign installation materials (sign blanks, sheeting)		06/10/2022	1,800.00
480 - Proveli, LLC ( Hall Signs, INC)	20-Sign installation materials (bolts, washers, nuts)		06/10/2022	2,016.99

Account <b>52340 - Other Repairs and Maintenance</b> Totals	Invoice 2	\$3,816.99
	Transactions	

Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals	Invoice 6	\$6,056.99
	Transactions	

Department <b>20 - Street</b> Totals	Invoice 6	\$6,056.99
	Transactions	

Department **28 - ITS**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

Account **53990 - Other Services and Charges**

5534 - Presidio Holdings, INC	28 - 3rd Street Park Equipment 4 - Parks Wifi		06/10/2022	223.20
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Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$223.20
	Transactions	

Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals	Invoice 1	\$223.20
	Transactions	



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 -

06/10/22

Invoice 1	\$223.20
Transactions	
Invoice 8	\$7,280.19
Transactions	

Department **28 - ITS** Totals

Fund **176 - ARPA Local Fiscal Recvry (S9512)** Totals

Fund **249 - Grants Non Approp**

Department **04 - Economic & Sustainable Dev**

Program **G22008 - 2021 to 2024 Brownfield**

Account **53990 - Other Services and Charges**

4571 - BCA Environmental Consultants, LLC	04: 2021-2024 EPA Brownfield Grant - Inventory & Prioritization	06/10/2022	280.00
4571 - BCA Environmental Consultants, LLC	04: 2021-2024 EPA Brownfield Grant - Quality Assurance Project	06/10/2022	1,470.00
4571 - BCA Environmental Consultants, LLC	04: 2021-2024 EPA Brownfield Grant - Eligibility Determination	06/10/2022	400.00
4571 - BCA Environmental Consultants, LLC	04: 2021-2024 EPA Brownfield Grant - Phase 1 ESA	06/10/2022	1,824.00
4571 - BCA Environmental Consultants, LLC	04: 2021-2024 EPA Brownfield Grant - Phase 1 ESA	06/10/2022	2,622.00
4571 - BCA Environmental Consultants, LLC	04: 2021-2024 EPA Brownfield Grant - Program Development	06/10/2022	480.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 6	\$7,076.00
		Transactions	
Program <b>G22008 - 2021 to 2024 Brownfield</b> Totals		Invoice 6	\$7,076.00
		Transactions	
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals		Invoice 6	\$7,076.00
		Transactions	
Fund <b>249 - Grants Non Approp</b> Totals		Invoice 6	\$7,076.00
		Transactions	

Fund **312 - Community Services**

Department **09 - CFRD**

Program **090003 - Com Serv - Status of Women**

Account **53990 - Other Services and Charges**

11693 - The Award Center, INC	09-2022 Women of the Year Award plaques	06/10/2022	236.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1	\$236.00
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

Program **090016 - Com Serv - Safe & Civil**

Account **52420 - Other Supplies**

11693 - The Award Center, INC

Program **090003 - Com Serv - Status of Women** Totals

Invoice 1  
Transactions \$236.00

09-Black History Month 2022 awards 06/10/2022 110.00

Account **52420 - Other Supplies** Totals Invoice 1 \$110.00  
Transactions

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards

09-Jotform monthly subscription-5/18-6/18/22 06/10/2022 19.00

Account **53990 - Other Services and Charges** Totals Invoice 1 \$19.00  
Transactions

Program **090016 - Com Serv - Safe & Civil** Totals Invoice 2 \$129.00  
Transactions

Program **090018 - CBVN**

Account **52420 - Other Supplies**

11693 - The Award Center, INC

09-Be More Awards 2022 plaques 06/10/2022 448.00

Account **52420 - Other Supplies** Totals Invoice 1 \$448.00  
Transactions

Program **090018 - CBVN** Totals Invoice 1 \$448.00  
Transactions

Department **09 - CFRD** Totals Invoice 4 \$813.00  
Transactions

Fund **312 - Community Services** Totals Invoice 4 \$813.00  
Transactions

Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53750 - Rentals - Other**

12283 - Smithville Communications

28-401 N Morton-Internet serv/telecom hotel- June 22-inc temp FD 05/30/2022 1,614.27

Account **53750 - Rentals - Other** Totals Invoice 1 \$1,614.27  
Transactions





# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

**Account 54450 - Equipment**

53442 - Paragon Micro, INC	28 - 2 laptops	06/10/2022	3,419.96
53442 - Paragon Micro, INC	25 - CapR - 63 each: laptops, docks, bags, keyboard/mice combos	06/10/2022	3,839.97
Account <b>54450 - Equipment</b> Totals			Invoice 2
			Transactions
			\$7,259.93
Program <b>254000 - Infrastructure</b> Totals			Invoice 3
			Transactions
			\$8,874.20

**Program 256000 - Services**

**Account 53150 - Communications Contract**

12283 - Smithville Communications	28-401 N Morton-Internet serv/telecom hotel-June 22-inc temp FD	05/30/2022	1,375.00
203 - INDIANA UNIVERSITY	25 - Special Circuits	06/10/2022	65.00
Account <b>53150 - Communications Contract</b> Totals			Invoice 2
			Transactions
			\$1,440.00
Program <b>256000 - Services</b> Totals			Invoice 2
			Transactions
			\$1,440.00
Department <b>25 - Telecommunications</b> Totals			Invoice 5
			Transactions
			\$10,314.20
Fund <b>401 - Non-Reverting Telecom (S1146)</b> Totals			Invoice 5
			Transactions
			\$10,314.20

**Fund 451 - Motor Vehicle Highway(S0708)**

**Department 20 - Street**

**Program 200000 - Main**

**Account 52210 - Institutional Supplies**

313 - Fastenal Company	20-Safety Supplies for employees (gloves, glasses, etc)	06/10/2022	197.79
5819 - Synchrony Bank	20-Eye Wash for Tree Crew	06/10/2022	43.84
5819 - Synchrony Bank	20-IvyX post-contact cleanser for tree/mowing crews	06/10/2022	30.95
Account <b>52210 - Institutional Supplies</b> Totals			Invoice 3
			Transactions
			\$272.58

**Account 52420 - Other Supplies**



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

409 - Black Lumber Co. INC	20-Furnace filter for Street Crews	06/10/2022	1.99
409 - Black Lumber Co. INC	20-Hardware for Street Crews	06/10/2022	1.20
409 - Black Lumber Co. INC	20-2 cycle motor oil for Street Crews	06/10/2022	17.94
8174 - Epic Solutions	20-Die shield burner & gas needle valve for thermo cart	06/10/2022	667.49
4574 - John Deere Financial (Rural King)	20-Triple Two Bar& 1/4 Lock PIn Round	06/10/2022	62.48
4574 - John Deere Financial (Rural King)	20-P.B. Penetrating Catalyst Bonus, Gojo Hand cleaner, Rags	06/10/2022	310.63
394 - Kleindorfer Hardware & Variety	20 - duplicate payment on Inv# 705945 pymt dates 4/14 & 4/29/22	06/10/2022	(15.96)
394 - Kleindorfer Hardware & Variety	20-5 keys, PR Needlenose pliers for Street Crews	06/10/2022	19.49
394 - Kleindorfer Hardware & Variety	20-Face shield & case of 12x16x1 filters for Street Crews	06/10/2022	67.28
394 - Kleindorfer Hardware & Variety	20-Grease, grease gun & hose for Street Crews	06/10/2022	35.27
337 - Stansifer Radio Co, INC	20-Coupler for miovision at Hillside & Walnut signal	06/10/2022	30.00
5819 - Synchrony Bank	20-Eagle 1732GN 4' ribbed bumper post sleeves for ballards	06/10/2022	61.84
5819 - Synchrony Bank	20-Eagle 1732GN 4' ribbed bumper post sleeves for ballards	06/10/2022	123.68
2096 - West Side Tractor Sales CO.	20-keys for John Deere equipment	06/10/2022	38.15

Account <b>52420 - Other Supplies</b> Totals	Invoice 14 Transactions	\$1,421.48
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**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X05192022	05/30/2022	130.22
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Account <b>53210 - Telephone</b> Totals	Invoice 1 Transactions	\$130.22
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**Account 53610 - Building Repairs**

392 - Koorsen Fire & Security, INC	20-Annual fire extinguisher service for Traffic Building BC 2022-016	06/10/2022	97.85
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Account <b>53610 - Building Repairs</b> Totals	Invoice 1 Transactions	\$97.85
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**Account 53920 - Laundry and Other Sanitation Services**



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-5/11/22		06/10/2022	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/11/22	BC 2009-52	06/10/2022	10.60
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/18/22	BC 2009-52	06/10/2022	10.62
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-5/18/22		06/10/2022	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/25/22	BC 2009-52	06/10/2022	10.60
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-5/25/22		06/10/2022	34.28
<b>Account 53920 - Laundry and Other Sanitation Services</b> Totals			Invoice 6 Transactions	<u>\$134.66</u>
<b>Account 53990 - Other Services and Charges</b>				
6152 - K&S Rolloff, INC	20-Rolloff Services for sweeper dumps		06/10/2022	400.00
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	20-Snowplow Services for side paths	BC 2021-140	06/10/2022	660.00
<b>Account 53990 - Other Services and Charges</b> Totals			Invoice 2 Transactions	<u>\$1,060.00</u>
<b>Program 200000 - Main</b> Totals			Invoice 27 Transactions	<u>\$3,116.79</u>
<b>Department 20 - Street</b> Totals			Invoice 27 Transactions	<u>\$3,116.79</u>
<b>Fund 451 - Motor Vehicle Highway(S0708)</b> Totals			Invoice 27 Transactions	<u>\$3,116.79</u>
<b>Fund 452 - Parking Facilities(S9502)</b>				
<b>Department 26 - Parking</b>				
<b>Program 260000 - Main</b>				
<b>Account 52310 - Building Materials and Supplies</b>				
3397 - Evens Time, INC	26-Walnut St Garage-Control gate arm & forcing rod repair-5/13/2		06/10/2022	950.00
<b>Account 52310 - Building Materials and Supplies</b> Totals			Invoice 1 Transactions	<u>\$950.00</u>
<b>Account 53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X05192022		05/30/2022	122.31





# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

**Account 53210 - Telephone Totals**

Account **53210 - Telephone** Totals Invoice 1 Transactions \$122.31

**Account 53510 - Electrical Services**

223 - Duke Energy	26-Trades Garage-489 W. 10th-elec chgs 4/22-5/19/22		05/30/2022	1,265.31
			Account <b>53510 - Electrical Services</b> Totals Invoice 1 Transactions	<u>\$1,265.31</u>

**Account 53610 - Building Repairs**

6197 - CE Solutions, INC	26- Walnut Street Repair Project paid thru April 15, 2022	BC 2021-102	06/10/2022	4,385.52
321 - Harrell Fish, INC (HFI)	26-Trades Garage - BFP testing		06/10/2022	168.50
392 - Koorsen Fire & Security, INC	26-Morton St Garage-quarterly billing fire alarm-5/1-7/31/22	BC 2022-016	06/10/2022	131.72
392 - Koorsen Fire & Security, INC	26-Trades Garage- Backflow Test	BC 2022-016	06/10/2022	171.68
392 - Koorsen Fire & Security, INC	26-Trades Garage-quarterly billing fire alarm- 5/1-7/31/22	BC 2022-016	06/10/2022	150.00
6728 - Precision Quality Contracting, LLC	26- 4th St Garage-CAT6 Cable to Supply Room		06/10/2022	1,814.50
5534 - Presidio Holdings, INC	26- Field Services for Morton St Garage Camera		06/10/2022	280.00
			Account <b>53610 - Building Repairs</b> Totals Invoice 7 Transactions	<u>\$7,101.92</u>

**Account 53630 - Machinery and Equipment Repairs**

3397 - Evens Time, INC	26- Repair Gate Arm @ Walnut ST Garage- 5/6/22		06/10/2022	528.00
			Account <b>53630 - Machinery and Equipment Repairs</b> Totals Invoice 1 Transactions	<u>\$528.00</u>

**Account 53640 - Hardware and Software Maintenance**

3397 - Evens Time, INC	26-Morton St Garage gate arm replacement- 5/13/2022		06/10/2022	385.00
3397 - Evens Time, INC	26-Walnut St Garage-Control gate arm & forcing rod repair-5/13/2		06/10/2022	448.99
			Account <b>53640 - Hardware and Software Maintenance</b> Totals Invoice 2 Transactions	<u>\$833.99</u>

**Account 53650 - Other Repairs**

6378 - ANN-KRISS, LLC	26- Elevator Repair- AC Unit @ Morton St Garage	BC 2021-100	06/10/2022	1,435.18
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# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

6378 - ANN-KRISS, LLC	26-4th & Walnut St Garages-repaint Handicap Stalls	BC 2021-100	06/10/2022	200.00
6378 - ANN-KRISS, LLC	26- Repair 4th Street garage bathroom	BC 2021-100	06/10/2022	320.00
Account <b>53650 - Other Repairs</b> Totals			Invoice 3 Transactions	\$1,955.18
<b>Account 53840 - Lease Payments</b>				
512 - 7th & Walnut , LLC	26-Walnut St Garage- July 2022 garage rent		06/10/2022	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-July 2022 garage rent		06/10/2022	38,035.85
Account <b>53840 - Lease Payments</b> Totals			Invoice 2 Transactions	\$55,860.64
Program <b>260000 - Main</b> Totals			Invoice 18 Transactions	\$68,617.35
Department <b>26 - Parking</b> Totals			Invoice 18 Transactions	\$68,617.35
Fund <b>452 - Parking Facilities(S9502)</b> Totals			Invoice 18 Transactions	\$68,617.35
<b>Fund 454 - Alternative Transport(S6301)</b>				
<b>Department 05 - Common Council</b>				
<b>Program 050000 - Main</b>				
<b>Account 54310 - Improvements Other Than Building</b>				
10 - Bledsoe Riggert Cooper & James INC	07-Dunn St. Sidewalk (15th-16th)-Inv date 4/30/22	BC 2021-37	06/10/2022	2,100.00
Account <b>54310 - Improvements Other Than Building</b> Totals			Invoice 1 Transactions	\$2,100.00
Program <b>050000 - Main</b> Totals			Invoice 1 Transactions	\$2,100.00
Department <b>05 - Common Council</b> Totals			Invoice 1 Transactions	\$2,100.00
<b>Department 13 - Planning</b>				
<b>Program 130000 - Main</b>				
<b>Account 54310 - Improvements Other Than Building</b>				
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Neighborhood Greenways-Inv date 5/13/22	BC 2020-106	06/10/2022	5,289.70



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

Account **54310 - Improvements Other Than Building** Totals

Invoice 1 \$5,289.70  
Transactions

Program **130000 - Main** Totals

Invoice 1 \$5,289.70  
Transactions

Department **13 - Planning** Totals

Invoice 1 \$5,289.70  
Transactions

Department **26 - Parking**

Program **260000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 4/12-5/11/22-Inv. 05/30/2022 40.77  
287297421132X05192022

Account **53210 - Telephone** Totals

Invoice 1 \$40.77  
Transactions

Program **260000 - Main** Totals

Invoice 1 \$40.77  
Transactions

Department **26 - Parking** Totals

Invoice 1 \$40.77  
Transactions

Fund **454 - Alternative Transport(S6301)** Totals

Invoice 3 \$7,430.47  
Transactions

Fund **455 - Parking Meter Fund(S2141)**

Department **09 - CFRD**

Program **090000 - Main**

Account **53960 - Grants**

56 - Middle Way House, INC

09-Downtown Outreach Grant 2022-#22-146 06/10/2022 20,000.00

Account **53960 - Grants** Totals

Invoice 1 \$20,000.00  
Transactions

Program **090000 - Main** Totals

Invoice 1 \$20,000.00  
Transactions

Department **09 - CFRD** Totals

Invoice 1 \$20,000.00  
Transactions

Department **26 - Parking**

Program **260000 - Main**

Account **52110 - Office Supplies**





# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

5103 - Staples Contract & Commercial, INC	26-Bruschia Wall Mount for Jackets, Coats,Hats for 4th ST garage	06/10/2022	20.83
5103 - Staples Contract & Commercial, INC	26 - Laser Shipping Labels, banker boxes, - 4th st garage	06/10/2022	162.47
	Account <b>52110 - Office Supplies</b> Totals	Invoice 2 Transactions	<u>\$183.30</u>
<b>Account 52340 - Other Repairs and Maintenance</b>			
6688 - SSW Enterprises, LLC (Office Pride)	26-cleaning service-PE-627 N Morton-5/1/22	BC 2022-007 06/10/2022	373.00
	Account <b>52340 - Other Repairs and Maintenance</b> Totals	Invoice 1 Transactions	<u>\$373.00</u>
<b>Account 52420 - Other Supplies</b>			
394 - Kleindorfer Hardware & Variety	26-(1) AC 'D' Battery	06/10/2022	8.69
394 - Kleindorfer Hardware & Variety	26-Tape gun and Packing tape	06/10/2022	19.48
394 - Kleindorfer Hardware & Variety	26 - Returned - Wall Door Stop-Wrong part	06/10/2022	(5.69)
	Account <b>52420 - Other Supplies</b> Totals	Invoice 3 Transactions	<u>\$22.48</u>
<b>Account 53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/22-Inv. 287297421132X05192022	05/30/2022	40.77
	Account <b>53210 - Telephone</b> Totals	Invoice 1 Transactions	<u>\$40.77</u>
<b>Account 53830 - Bank Charges</b>			
4264 - IPS Group, INC	26-transaction and card fees for April 2022	06/10/2022	13,554.50
	Account <b>53830 - Bank Charges</b> Totals	Invoice 1 Transactions	<u>\$13,554.50</u>
	Program <b>260000 - Main</b> Totals	Invoice 8 Transactions	<u>\$14,174.05</u>
	Department <b>26 - Parking</b> Totals	Invoice 8 Transactions	<u>\$14,174.05</u>
	Fund <b>455 - Parking Meter Fund(S2141)</b> Totals	Invoice 9 Transactions	<u>\$34,174.05</u>
<b>Fund 456 - MVH Restricted</b>			
<b>Department 20 - Street</b>			



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

**Program 200000 - Main**

**Account 52340 - Other Repairs and Maintenance**

293 - J&S Locksmith Shop, INC	20-Pad locks for traffic signal boxes	06/10/2022	227.40
Account <b>52340 - Other Repairs and Maintenance</b> Totals			Invoice 1
			Transactions
			\$227.40

**Account 52420 - Other Supplies**

409 - Black Lumber Co. INC	20-Landscape Adhesive for Sidewalk on Kirkwood	06/10/2022	14.91
394 - Kleindorfer Hardware & Variety	20-40 ft lofe measure, gojo hand towels, box of rags,	06/10/2022	99.56
394 - Kleindorfer Hardware & Variety	20-Unibit 3/8 for paving/sidewalk crews	06/10/2022	99.99
336 - Southside Rental Center, INC	20-Propane for Paving/Sidewalk/Sign Crews	06/10/2022	27.37
Account <b>52420 - Other Supplies</b> Totals			Invoice 4
			Transactions
			\$241.83
Program <b>200000 - Main</b> Totals			Invoice 5
			Transactions
			\$469.23
Department <b>20 - Street</b> Totals			Invoice 5
			Transactions
			\$469.23
Fund <b>456 - MVH Restricted</b> Totals			Invoice 5
			Transactions
			\$469.23

**Fund 601 - Cumulative Capital Devlp(S2391)**

**Department 02 - Public Works**

**Program 020000 - Main**

**Account 52330 - Street , Alley, and Sewer Material**

8169 - Potters Industries LLC	20-AASHTO Type I Pavement marking beads	06/10/2022	1,380.00
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals			Invoice 1
			Transactions
			\$1,380.00
Program <b>020000 - Main</b> Totals			Invoice 1
			Transactions
			\$1,380.00
Department <b>02 - Public Works</b> Totals			Invoice 1
			Transactions
			\$1,380.00
Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Totals			Invoice 1
			Transactions
			\$1,380.00



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

**Fund 610 - Vehicle Replacement Fund(S0012)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **47120 - Sale of Property**

208 - City Of Bloomington Utilities

06-Sale of Property Utilities-Unit #621 & #663	06/10/2022	13,632.50
Account <b>47120 - Sale of Property</b> Totals	Invoice 1	<u>\$13,632.50</u>
Program <b>060000 - Main</b> Totals	Transactions Invoice 1	<u>\$13,632.50</u>
Department <b>06 - Controller's Office</b> Totals	Transactions Invoice 1	<u>\$13,632.50</u>
Fund <b>610 - Vehicle Replacement Fund(S0012)</b> Totals	Transactions Invoice 1	<u>\$13,632.50</u>
	Transactions	

**Fund 730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC

16-135 Sunny Slopes-mailbox, mailbox post & numbers 06/10/2022 69.43

6530 - Office Depot, INC

16 - labels & ink pens 06/10/2022 48.74

Account **52420 - Other Supplies** Totals Invoice 2 \$118.17  
Transactions

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC

16- Sanitation-monthly exterminator services- BC 2021-108 06/10/2022 125.00  
5/23/22

Account **53140 - Exterminator Services** Totals Invoice 1 \$125.00  
Transactions

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 4/12-5/11/22-Inv. 05/30/2022 419.36  
287297421132X05192022

Account **53210 - Telephone** Totals Invoice 1 \$419.36  
Transactions





# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

**Account 53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/18/22	BC 2009-52	06/10/2022	8.01
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-5/18/22		06/10/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/11/22	BC 2009-52	06/10/2022	8.01
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-5/11/22		06/10/2022	23.26

Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice 4 Transactions	\$62.54
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**Account 53950 - Landfill**

6515 - Green Camino, INC (Earthkeepers)	16-yard waste disposal-8 loads-April 2022	BC 2022-021	06/10/2022	254.88
52226 - Hoosier Transfer Station-3140	16-recycling fees-5/2-5/12/22		06/10/2022	2,795.00
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-5/2-5/14/22		06/10/2022	15,686.55

Account <b>53950 - Landfill</b> Totals	Invoice 3 Transactions	\$18,736.43
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Program <b>160000 - Main</b> Totals	Invoice 11 Transactions	\$19,461.50
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Department <b>16 - Sanitation</b> Totals	Invoice 11 Transactions	\$19,461.50
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Fund <b>730 - Solid Waste (S6401)</b> Totals	Invoice 11 Transactions	\$19,461.50
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**Fund 800 - Risk Management(S0203)**

**Department 10 - Legal**

**Program 100000 - Main**

**Account 52430 - Uniforms and Tools**

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-A. Johnson (11D)-5/6/22		06/10/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-S. Blake (9.5D)-5/6/22		06/10/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Moore (11D)-5/7/22		06/10/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 -safety shoes-G. Flynn (8.5D)-5/11/22		06/10/2022	100.00



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 -  
06/10/22

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Jacobs (9D)-5/13/22	06/10/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-K. Johnson (9D)-5/16/22	06/10/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Covey (13W)-5/17/22	06/10/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-E. Love (9.5D)-5/18/22	06/10/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 -safety shoes-D. Wall (11EE)-5/23/22	06/10/2022	100.00
327 - Hoosier Workwear Outlet, INC	10 -safety shoes-R. Harding (11EEE)-5/13/22	06/10/2022	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Marrero (10EEE)-5/16/22	06/10/2022	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-R. Bastin (9 1/2M)-5/18/22	06/10/2022	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-M. Barrett (8 1/2D)-5/18/22	06/10/2022	100.00
1548 - Safety Shoe Distributors, INC	10-safety shoes-J. Prince (11.5W)-5/3/22	06/10/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Grubb (9)-4/5/22	06/10/2022	84.98
1448 - Shoe Carnival, INC	10-safety shoes-McMasters (9.5)-4/12/22	06/10/2022	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Smith (11)-4/18/22	06/10/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Minder (10)-4/18/22	06/10/2022	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Steuery (12)-4/18/22	06/10/2022	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Johnson (11.5)-4/18/22	06/10/2022	84.98
1448 - Shoe Carnival, INC	10-safety shoes-Steele-4/18/22	06/10/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Ennis (9.5)-4/19/22	06/10/2022	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Miller (10)-4/19/22	06/10/2022	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Wahl (11)-4/21/22	06/10/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-French (10)-4/21/22	06/10/2022	69.98
1448 - Shoe Carnival, INC	10-safety shoes-Shipley (10.5)-4/22/22	06/10/2022	100.00



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

1448 - Shoe Carnival, INC	10-safety shoes-Porter (12)-4/22/22	06/10/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Aten (9)-4/22/22	06/10/2022	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Fulford (12)-4/22/22	06/10/2022	79.98
1448 - Shoe Carnival, INC	10-safety shoes-Matinkhah (11.5)-4/22/22	06/10/2022	89.98
1448 - Shoe Carnival, INC	10-safety shoes-Rhodes (10)-4/9/22	06/10/2022	99.98
Account <b>52430 - Uniforms and Tools</b> Totals		Invoice 31 Transactions	<hr/> \$3,009.78
Account <b>53130 - Medical</b>			
5918 - Ryan W Hillenburg	10- reimb for physical for CDL-5/20/22	06/10/2022	100.00
Account <b>53130 - Medical</b> Totals		Invoice 1 Transactions	<hr/> \$100.00
Account <b>53420 - Worker's Comp &amp; Risk</b>			
7792 - ONB Benefit Administration LLC (JWF Specialty)	10 Worker's Comp Payments (5.5.22-5.11.22)	05/31/2022	4,491.15
7792 - ONB Benefit Administration LLC (JWF Specialty)	10 Worker's Comp Payments (4.28.22-5.4.22)	05/31/2022	956.08
Account <b>53420 - Worker's Comp &amp; Risk</b> Totals		Invoice 2 Transactions	<hr/> \$5,447.23
Account <b>53990 - Other Services and Charges</b>			
3560 - First Financial Bank / Credit Cards	10-fees for notary Ind State fee for Forte notary158099060	06/10/2022	75.00
3560 - First Financial Bank / Credit Cards	10-fees for notary criminal check	06/10/2022	16.32
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2 Transactions	<hr/> \$91.32
Program <b>100000 - Main</b> Totals		Invoice 36 Transactions	<hr/> \$8,648.33
Department <b>10 - Legal</b> Totals		Invoice 36 Transactions	<hr/> \$8,648.33
Fund <b>800 - Risk Management(S0203)</b> Totals		Invoice 36 Transactions	<hr/> \$8,648.33

Fund **801 - Health Insurance Trust**

Department **12 - Human Resources**





# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

**Program 120000 - Main**

**Account 53990 - Other Services and Charges**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,Wellness)- May 2022	06/10/2022	1,138.15
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1 Transactions	\$1,138.15

**Account 53990.1201 - Other Services and Charges Health Insurance**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$2317.22		2,317.22
3908 - CIGNA Healthcare	12-May 2022 Cigna Dental Funding \$40,397.24		40,397.24
Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals		Invoice 2 Transactions	\$42,714.46
Program <b>120000 - Main</b> Totals		Invoice 3 Transactions	\$43,852.61
Department <b>12 - Human Resources</b> Totals		Invoice 3 Transactions	\$43,852.61
Fund <b>801 - Health Insurance Trust</b> Totals		Invoice 3 Transactions	\$43,852.61

**Fund 802 - Fleet Maintenance(S9500)**

**Department 17 - Fleet Maintenance**

**Program 170000 - Main**

**Account 52230 - Garage and Motor Supplies**

908 - JB Salvage (Westside Auto Parts)	17- metal for shop - 3" x 4.10 x 20' Channel	06/10/2022	103.00
4693 - Monroe County Tire & Supply, INC	17 - LT245/75R17 Firestone transforce AT2 (2)	06/10/2022	297.76
4693 - Monroe County Tire & Supply, INC	17 - LT265/70R17 Firestone tires for various vehicles	06/10/2022	582.20
4693 - Monroe County Tire & Supply, INC	17 -Service call, Galaxy EZ Rider&TV618A-Air Luid Valve Stem	06/10/2022	1,295.50
4693 - Monroe County Tire & Supply, INC	17 - P245/55R18 tires & Ind. Tire Fee	06/10/2022	1,603.68
4693 - Monroe County Tire & Supply, INC	17 - Bias Industrial Tube TR87	06/10/2022	20.00
4693 - Monroe County Tire & Supply, INC	17 - LT225/75R16 tires & Indiana Tire fee	06/10/2022	195.25



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22  
270.50

4693 - Monroe County Tire & Supply, INC	17 -3* Carlisle HD Field Trax tires	06/10/2022	270.50
786 - Richard's Small Engine, INC	17- small engine parts - Blades	06/10/2022	81.06

Account <b>52230 - Garage and Motor Supplies</b> Totals	Invoice 9 Transactions	\$4,448.95
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**Account 52240 - Fuel and Oil**

7854 - Premier AG CO-OP, INC (Premier Energy)	17 - diesel (1,000 gal) and unleaded (2,000 gal) fuel-5/20/22	BC 2021-84D	06/10/2022	13,473.00
7854 - Premier AG CO-OP, INC (Premier Energy)	17 -90 plus unleaded fuel-7,769 gallons-5/19/22	BC 2021-84D	06/10/2022	35,568.04
7854 - Premier AG CO-OP, INC (Premier Energy)	17 -87 OCT no Eth unleaded fuel-7,964 gallons-5/17/22	BC 2021-84D	06/10/2022	36,343.71

Account <b>52240 - Fuel and Oil</b> Totals	Invoice 3 Transactions	\$85,384.75
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**Account 52320 - Motor Vehicle Repair**

244 - Bloomington Ford, INC	17- Dir Spord Switch Assembly for Ford	06/10/2022	107.32
244 - Bloomington Ford, INC	17-Engine Front Bracket for Ford	06/10/2022	110.25
244 - Bloomington Ford, INC	17-install and program a new FCIM for police car	06/10/2022	174.46
941 - Central Indiana Truck Equipment Corporation	17- misc. truck parts - relief W/screen	06/10/2022	410.00
594 - Curry Auto Center, INC	17- GM parts - SL-N-Glow plug	06/10/2022	356.37
51827 - Fire Service, INC	17- parts for fire trucks - cab lock assembly	06/10/2022	190.87
51827 - Fire Service, INC	17- parts for fire trucks - Pump Panel Light LED	06/10/2022	323.28
51827 - Fire Service, INC	17- parts for fire trucks - Warning Light	06/10/2022	444.97
455 - Industrial Service & Supply, INC	17-hydraulic fittings - #12 F/F O-ring & Male ORB adapter	06/10/2022	7.32
455 - Industrial Service & Supply, INC	17-hydraulic fittings -flat face coupler, 3/4 F/F , Male pipe	06/10/2022	205.39
796 - Interstate Battery System of Bloomington, INC	17 - MTP-65HD battery for vehicles and equipment	06/10/2022	97.25
796 - Interstate Battery System of Bloomington, INC	17 -(8) GC2-ECL-UTL batteries for vehicles and equipment	06/10/2022	1,011.12
796 - Interstate Battery System of Bloomington, INC	17 -CYTX20HL-BS battery for vehicles and equipment	06/10/2022	79.07



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

Customer	Description	Invoice Date	Amount
796 - Interstate Battery System of Bloomington, INC	17 - (2) N120 batteries for vehicles and equipment	06/10/2022	452.54
4439 - JX Enterprises, INC	17 - Tube, Lub Oil Drain	06/10/2022	20.01
4439 - JX Enterprises, INC	17-misc. Peter built parts-Pressure Sensor	06/10/2022	78.29
4439 - JX Enterprises, INC	17-misc. Peter built parts -Motor Bracket for Wiper Assembly	06/10/2022	318.99
4439 - JX Enterprises, INC	17-misc. Peter built-Electronic Control Module, washers-inc core	06/10/2022	2,600.10
394 - Kleindorfer Hardware & Variety	17 -comp. fitting & garden hose fitting for various vehicles	06/10/2022	7.07
2974 - MacAllister Machinery Co, INC	17- misc. CAT parts - Rod	06/10/2022	36.09
2974 - MacAllister Machinery Co, INC	17- misc. CAT parts - Rod Lower, nut,turnbuckle,balljoint,rodend	06/10/2022	77.00
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts -Tail Light Assembly, lic plt lens	06/10/2022	52.30
53385 - O'Reilly Automotive Stores, INC	17- credit for Fuel Pump return -Inv 1903-284430	06/10/2022	(85.59)
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - New CV Shaft	06/10/2022	106.29
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Blower motor & Connector	06/10/2022	125.81
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Brake Rotor	06/10/2022	148.78
16069 - Palmer Trucks, INC	17-cab hvac control #772	06/10/2022	707.32
4547 - Riddle Tractor Sales (Lawrence County Equip.)	17-stock fluid Oil	06/10/2022	160.50
19681 - Southeastern Equipment Co, INC	17-#452-thermostat w/heat, kit packing therm	06/10/2022	211.32
19681 - Southeastern Equipment Co, INC	17-cylinder for #459	06/10/2022	982.44
19681 - Southeastern Equipment Co, INC	17-cylinders for #459	06/10/2022	997.05
582 - Town & Country Chrysler Dodge Jeep, INC	17 - 1205 diagnostic and electrical	06/10/2022	15.62
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc. Freightliner parts - Self-Aligning Center Bearing	06/10/2022	73.86
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc. Freightliner parts - Inginition Switch Assembly	06/10/2022	84.55
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc. Freightliner parts - Turn and Emerg. Switch	06/10/2022	314.96





# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22  
(544.81)

622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - credit for returned parts - Step Grid_Lower ACMD	06/10/2022	
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc. Freightliner parts - Step Grid_Lower ACMD & freight	06/10/2022	609.81
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc. Freightliner parts - Front Fender Brace (2)	06/10/2022	610.66
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-alternator #425	06/10/2022	288.44
816 - Vermeer Of Indiana, INC	17-#470-new starter, ignition switch	06/10/2022	448.09
7555 - VoMac Truck Sales & Service INC	17- misc. mack parts - Sensor & Core Charge	06/10/2022	615.84
2096 - West Side Tractor Sales CO.	17- misc. John Deere parts - Fangg Tooth & Pin	06/10/2022	136.44
<b>Account 52320 - Motor Vehicle Repair Totals</b>		Invoice 42	<u>\$13,167.44</u>
		Transactions	

## Account 52420 - Other Supplies

21104 - Cummins Crosspoint, LLC	17 - software-Insite pro	06/10/2022	770.00
177 - Indiana Oxygen Company, INC	17 - Different gases and Oxygen for torch welder and etc	06/10/2022	199.92
177 - Indiana Oxygen Company, INC	17 - Fuel gases & Mix gases Argon Oxy ALY - torch welder and etc	06/10/2022	214.20
8181 - Lawson Products, INC	17-misc parts & shop supplies-cable ties, cable lug, screws, cla	06/10/2022	728.39
6216 - Terminal Supply, INC	17 - shop supplies Slow blo fuses, solid pin terminal&Copper Lug	06/10/2022	89.78
6216 - Terminal Supply, INC	17 - shop supplies Machine screws, mini fuse, Fuse holder	06/10/2022	164.14
6216 - Terminal Supply, INC	17 - shop supplies Vortex pointed drill bits SE	06/10/2022	218.64
<b>Account 52420 - Other Supplies Totals</b>		Invoice 7	<u>\$2,385.07</u>
		Transactions	

## Account 52430 - Uniforms and Tools

7527 - Kenneth Arthur	17-2022 tool check reimbursement-June	06/10/2022	795.00
5918 - Ryan W Hillenburg	17 - 2022 tool check reimbursement-full	06/10/2022	1,500.00
5183 - Frank L Robinson	17 - 2022 tool check reimbursement-partial	06/10/2022	1,146.29
4861 - Bradley C Rushton	17 - 2022 tool check reimbursement-full	06/10/2022	1,500.00



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22  
1,500.00

5383 - Michael Glenn Sciscoe	17 - 2022 tool check reimbursement-full		06/10/2022	1,500.00
1072 - Keith L Sharp	17 - 2022 tool check reimbursement-partial		06/10/2022	899.62
4878 - James M Smith	17 - 2022 tool check reimbursement-partial		06/10/2022	735.91
<b>Account 52430 - Uniforms and Tools Totals</b>			Invoice 7 Transactions	<hr/> \$8,076.82

**Account 53610 - Building Repairs**

9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	17 - Overhead door replacement at Fleet	BC 2019-112	06/10/2022	24,362.00
32 - Cassady Electrical Contractors, INC	17 - electrical work at Fleet - Ran MC Cable to new motor	BC 2021-103	06/10/2022	199.23
<b>Account 53610 - Building Repairs Totals</b>			Invoice 2 Transactions	<hr/> \$24,561.23

**Account 53620 - Motor Repairs**

4474 - Ken's Westside Service & Towing, LLC	17-towing services-White Chev Colorado, radiator leak-5/23/22		06/10/2022	50.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing services for Ford Taurus P131-5/21/22		06/10/2022	75.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing services - Black Ford Taurus - flat tire-5/12/22		06/10/2022	90.00
4474 - Ken's Westside Service & Towing, LLC	17-towing-Heavy Duty Tow for Red E-ONE Truck-5/10/22		06/10/2022	1,090.50
582 - Town & Country Chrysler Dodge Jeep, INC	17 - 1205 diagonstic and electrical		06/10/2022	142.40
<b>Account 53620 - Motor Repairs Totals</b>			Invoice 5 Transactions	<hr/> \$1,447.90

**Account 53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat & Towels rentals-5/18/22		06/10/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -5/18/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals, shop towels-5/11/22		06/10/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals, shop towels-4/27/22		06/10/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion of Uniforms-4/27/22		06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals, shop towels-5/4/22		06/10/2022	77.36



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -5/4/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -4/13/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -4/20/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -1/5/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -1/12/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -1/19/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -3/16/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -3/23/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -3/30/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -4/6/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -5/11/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -1/26/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -2/9/22	BC 2009-52	06/10/2022	23.58
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -2/16/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -2/23/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -3/2/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -3/9/22	BC 2009-52	06/10/2022	20.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -2/2/22	BC 2009-52	06/10/2022	20.51

Account **53920 - Laundry and Other Sanitation Services** Totals Invoice 24 Transactions \$722.71

Account **53990 - Other Services and Charges**

204 - State Of Indiana	17 - UST fees		06/10/2022	540.00
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Account **53990 - Other Services and Charges** Totals Invoice 1 Transactions \$540.00





# Board of Public Works Claim Register

Invoice Date Range 05/28/22 -

06/10/22

Program **170000 - Main** Totals  
 Department **17 - Fleet Maintenance** Totals  
 Fund **802 - Fleet Maintenance(\$9500)** Totals

Invoice 100	\$140,734.87
Transactions	
Invoice 100	\$140,734.87
Transactions	
Invoice 100	\$140,734.87
Transactions	

Fund **804 - Insurance Voluntary Trust**

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/31/2022	140.54
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/31/2022	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/31/2022	55.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/01/2022	330.61
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		593.56
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/03/2022	985.99

Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals

Invoice 6	\$2,130.70
Transactions	

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/31/2022	177.53
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/31/2022	234.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/31/2022	2,257.02
17785 - The Howard E. Nyhart Company, INC	12-Util URM	05/31/2022	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		37.93
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/03/2022	35.40

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals

Invoice 6	\$2,771.88
Transactions	



# Board of Public Works Claim Register

Invoice Date Range 05/28/22 - 06/10/22

**Account 53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions		18,953.40
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b> Totals		Invoice 1	<u>\$18,953.40</u>
Program <b>120000 - Main</b> Totals		Transactions	
Department <b>12 - Human Resources</b> Totals		Invoice 13	<u>\$23,855.98</u>
Fund <b>804 - Insurance Voluntary Trust</b> Totals		Transactions	
		Invoice 13	<u>\$23,855.98</u>
		Transactions	
		Invoice 13	<u>\$23,855.98</u>
		Transactions	

**Fund 978 - City 2016 GO Bond Proceeds**

**Department 06 - Controller's Office**

**Program 06016C - 2016 C Jackson Trail**

**Account 54310 - Improvements Other Than Building**

3515 - Dentons Bingham Greenebaum LLP	07-Duke Energy Relocation-Jackson Crk Trail PH II-serv 4/30/22	06/10/2022	667.00
Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice 1	<u>\$667.00</u>
Program <b>06016C - 2016 C Jackson Trail</b> Totals		Transactions	
Department <b>06 - Controller's Office</b> Totals		Invoice 1	<u>\$667.00</u>
Fund <b>978 - City 2016 GO Bond Proceeds</b> Totals		Transactions	
		Invoice 1	<u>\$667.00</u>
		Transactions	
Grand Totals		Invoice 364	<u><u>\$514,348.60</u></u>
		Transactions	

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
06/10/22	Claims				\$514,348.60

\$514,348.60

**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 \$514,348.60

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_.

\_\_\_\_\_  
 \_\_\_\_\_

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 \_\_\_\_\_

