

# **Board of Public Works Meeting**

## **October 10, 2023**



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

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact April Rosenberger, Public Works Departmental Accessibility contact at [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov) or 812.349.3411 and provide your name, contact information, and a link to or description of the document or web page you are having problems with.



**AGENDA**  
**BOARD OF PUBLIC WORKS**  
**October 10, 2023**

A Regular Meeting of the Board of Public Work will be held Tuesday, October 10, 2023 at 5:30 p.m. in the Council Chambers (Rm #115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link: <https://bloomington.zoom.us/j/88340218081?pwd=xmjBdJc7CPaQhnnroQV0SF60pIldLr.1>  
Meeting ID: 883 4021 8081 Passcode: 625553

**I. MESSAGES FROM BOARD MEMBERS**

**II. APPEALS**

1. Appeal Notice of Violation 62038-08-1314; 530 S. Washington

**III. PETITIONS AND REMONSTRANCES**

**IV. TITLE VI ABATEMENT REQUESTS**

1. Request for Abatement at 530 S. Washington
2. Request for Abatement at 1600 W. 3<sup>rd</sup> Street

**V. CONSENT AGENDA**

1. Resolution 2023-71; New Mobile Vendor, Planted Bloomington, LLC
2. Resolution 2023-69; Bloomington Krampus Block Party
3. Resolution 2023-70; Fall Pop-Up Market
4. Outdoor Lighting Service Agreement with Duke Energy for Wingfield Subdivision
5. Addendum to Request for Sidewalk and Lane Closures from Centerpoint on Kinser Pike
6. Addendum to Request for Lane Closures from Centerpoint on E. 13<sup>th</sup> between N. Dunn and N. Walnut Grove
7. Approval of Payroll

**VI. NEW BUSINESS**

1. Professional Services Agreement with Griffin Realty to Assist with the Public Bidding Process for the Sale of the Police Building
2. Sidewalk Closure Request from Michaelis Corp. on S. Walnut St. and E. Smith Ave. (Approximately 4 months)
3. Lane and Sidewalk Closure Request from Reed and Sons for the Bloomington Gateway Project at Miller Showers Park (October 16, 2023 –January 12, 2024)
4. Contract with Ann-Kriss, LLC for Kitchen Renovations at Fire Station #2
5. Contract with Ann-Kriss, LLC for Restorative Roof Coating at Fire Station #2
6. Contract with Heflin, Industries, Inc. for Installation of Exhaust Hood at Fleet Maintenance Garage

**VII. STAFF REPORTS & OTHER BUSINESS**

**VIII. APPROVAL OF CLAIMS**

**IX. ADJOURNMENT**

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Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812.349.3411 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov)



**STAFF REPORT**  
**Appeal of NOV**  
**(garbage, recyclable materials, yard waste)**  
**Ticket # 62023-08-1314**

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**Appellant Information:**

Name: Joseph B. Davis  
Address: 530 S. Washington Street  
Bloomington, Indiana 47401  
Date Appealed: 8/23/2023

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**NOV Information:**

Date Issued: 8/17/2023  
By: Rob Council  
Place: 530 S. Washington Street  
For: Garbage, recyclable materials and yard waste in yard

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**Attachments:**

1. Notice of Violation
2. Written appeal by Mr. Davis
3. Property Report Card

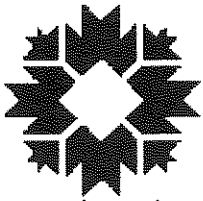
**Facts & Discussion:**

1. Bloomington Municipal Code § 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 August 17, 2023, City of Bloomington Neighborhood Compliance Office Rob Council did personally observe garbage, recyclable materials, and yard waste on real estate located at the common street address of 530 S. Washington Street (the “Property”) and issued a Notice of Violation (the “NOV”) and took photographs of the condition of the property which depict the existence of said garbage, recyclable materials and yard waste.
3. Mr. Joe Davis is the owner of the Property.
4. Mr. Davis timely appealed the NOV.
5. Substantial evidence supports a finding that the appeal should be denied.

**Staff Recommendation:**

1. Deny the appeal of the NOV.





# 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 8/17/23 Time 3 Address/location 530 S. Washington 47401

Issued by: 257

☐ 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# 62027-08-1314

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:

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 Joseph B. Davis  
Address 530 S. Washington St  
City Bloomington State IN  
Zip Code 47401

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

BPW: 8-29-23

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





## Appeal of Trash Citation to the Board of Public Works

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

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

Name: JOSEPH B. DAVIS Phone Number: 812-525-9706  
Citation Number: 62023-08-1314 Date on Trash Citation: 8-17-23  
(Located in the top right hand corner of the citation)

Local Address:

530 S. WASHINGTON ST.  
BLOOMINGTON, IN 47401

Permanent Address:

SAME AS LEFT

Today's Date: 8-26-23

Reason for Appeal: DENIAL OF DUE PROCESS; NO WARNING;  
NO COMMUNICATION FROM COMPLIANCE OFFICERS; NO  
SPECIFIC DETAIL PRESENTED; TITLE VI IS VAGUE &  
NEBULOUS. I REQUEST A HEARING AND ALL PROSECUTORIAL  
EVIDENCE, AT LEAST (7) DAYS IN ADVANCE OF ANY SCHEDULED  
HEARING. THANK YOU.

SEE ATTACHED EMAIL APPEAL NOTICE DATED 8-23-23

(You may continue on another page if necessary)

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

Signature

Date

**For use by Public Works:**

Date Appeal Received: \_\_\_\_\_ Received By: \_\_\_\_\_

Date Appeal Forwarded to Legal Department: \_\_\_\_\_



# Monroe County, IN

530 S Washington ST, Bloomington, IN 47401-4638  
53-08-04-214-018.000-009



## Parcel Information

**Parcel Number:** 53-08-04-214-018.000-009  
**Alt Parcel Number:** 015-13650-00  
**Property Address:** 530 S Washington ST  
Bloomington, IN 47401-4638  
**Neighborhood:** 151 Trending 2006 - A  
**Property Class:** 2 Family Dwell - Platted Lot  
**Owner Name:** Davis, Joseph Bradley  
**Owner Address:** 530 S Washington St  
Bloomington, IN 47401  
**Legal Description:** 015-13650-00 Bowles Lot 10

## Taxing District

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

## Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.148	





joe davis <balebuilder@gmail.com>

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## Appeal of HAND NOV with BPW

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joe davis <balebuilder@gmail.com>

Wed, Aug 23, 2023 at 11:02 AM

To: public.works@bloomington.in.gov, Dave Askins <dave@bsquarebulletin.com>

Please, see the Appeal Notice in the below forwarded email.

Thank you,  
-Joe

----- Forwarded message -----

From: **joe davis** <balebuilder@gmail.com>

Date: Wed, Aug 23, 2023 at 10:57 AM

Subject: Appeal of HAND NOV with BPW

To: April Rosenberger <april.rosenberger@bloomington.in.gov>

Dear April,

This email is to serve as a written request to appeal a Notice of Violation that I received on 8-17-23, from HAND. The ticket # of the NOV is 62023-08-1314, and it was issued by compliance officer #207.

Please, let me know when the appeal date before the Board of Public Works will take place? Thank you.

I also request any packet information that will be provided to the BPW prior to the scheduled appeal hearing.

Please let me know if you have any questions?

Appreciatively,  
-Joe

Joseph B. Davis  
530 S. Washington St.  
Bloomington, IN 47401  
812-525-9706  
balebuilder@gmail.com



**City of Bloomington's Board of Public Works  
Order on Appeal of Notice of Violation  
Ticket #62023-08-1314**

This matter is before the Board of Public Works for Appeal of a Notice of Violation under ticket number #62023-08-1314 (the "NOV") at 530 S. Washington Street, Bloomington, Indiana (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, October 10, 2023.

The Board of Public Works now finds as follows:

1. Mr. Joseph Davis ("Appellant") did timely appeal the NOV.
2. Appellant is the owner of the Property and resides at the Property. Appellant is therefore a "responsible party" pursuant to BMC § 6.06.070 which provides: "the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: persons with any possessory interest in the property; property owner(s); and/or any persons who have caused the violation."
3. Neighborhood Enforcement Officer Rob Council inspected the property on August 17, 2023, and observed the presence of garbage, recyclable materials and yard waste deposited upon the Property. Mr. Council's testimony is corroborated by the photographs he took of the Property and presented to this Board.
4. It is a violation of BMC § 6.06.020 to either place garbage, recyclable materials and/or yard waste on your own property or suffer or permit garbage, recyclable materials and/or yard waste to be deposited on your property.
5. There is substantial evidence to support a finding that Appellant did violate BMC § 6.06.020 regarding garbage, recyclable materials and/or yard waste.

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

1. The appeal of NOV #62023-08-1314 is denied.

**So Ordered this 10th Day of October, 2023.**

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



# Staff Report

**To: Board of Public Works**

**From: Rob Council, Colleen Newbill, and Chris Wheeler**

**Date: October 10, 2023**

**Re: Request to abate property at 530 S. Washington Street, Bloomington, Indiana**

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## **Attachments:**

1. Notice of Violation Issued on August 17, 2023
2. Photograph(s) of the property taken August 23, 2023 (Pages 11-22)
3. Photograph(s) of the property taken September 05, 2023 (Pages 23-38)
4. GIS Property Report Card
5. 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. The Board of Public Works previously issued an Order of Abatement for the real estate with the common street address of 530 S. Washington Street, Bloomington, Indiana (“Property”), which expired on August 11, 2023.
3. The City was able to partially abate the Property prior to the expiration of the Order of Abatement, and on August 17, 2023, HAND Neighborhood Compliance Officer Rob Council inspected the Property and observed the presence of garbage, recyclable materials and yard waste on the Property all of which is a violation of BMC § 6.06.020 (“NOV”).
4. The owner of this Property is Joseph B. Davis (“Owner”).
5. Mr. Council issued an NOV to the Owner.
6. The NOV was appealed. Said appeal of the NOV is also being heard at the September 12, 2023 Board of Public Works meeting.
7. The NOV was delivered in person to the Owner in accordance with BMC § 6.06.070(b).
8. The Notice of Request to Abate was served on the Owner(s) of the Property by certified mail in accordance with BMC § 6.06.080(b).
9. The violations cited in the NOV have not been corrected and remain as of the date of this hearing.
10. Substantial evidence supports a finding for abatement of the Property.
11. The abatement order should be continuous.

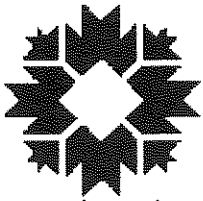
## **Status of the Property and Reason for Abatement:**

The Property remains out of compliance. Garbage, recyclable material and yard waste remains on the Property. The Property needs to be abated to eliminate violation and public nuisance.

## **Staff Recommendation:**

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





# 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 8/17/23 Time 3 Address/location 530 S. Washington 47401

Issued by: 257

☐ 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# 62027-08-1314

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:

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 Joseph B. Davis  
Address 530 S. Washington St  
City Bloomington State IN  
Zip Code 47401

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

BPW: 8-29-23

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





**City of Bloomington  
Housing and Neighborhood Development**

**NOTICE OF REQUEST FOR ABATEMENT**

To: Davis, Joseph Bradley ("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 **530 S Washington ST, Bloomington 47401**, under parcel number **53-08-04-214-018.000-009** and whose legal description is **015-13650-00 Bowles Lot 10** (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 August 29, 2023 LIVE in the Council Chambers and virtually via ZOOM meetings**. 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**



























SMILE































































12170186



CITY OF BLOOMINGTON



























# Monroe County, IN

530 S Washington ST, Bloomington, IN 47401-4638  
53-08-04-214-018.000-009



## Parcel Information

**Parcel Number:** 53-08-04-214-018.000-009  
**Alt Parcel Number:** 015-13650-00  
**Property Address:** 530 S Washington ST  
Bloomington, IN 47401-4638  
**Neighborhood:** 151 Trending 2006 - A  
**Property Class:** 2 Family Dwell - Platted Lot  
**Owner Name:** Davis, Joseph Bradley  
**Owner Address:** 530 S Washington St  
Bloomington, IN 47401  
**Legal Description:** 015-13650-00 Bowles Lot 10

## Taxing District

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

## Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.148	



**City of Bloomington's Board of Public Works**  
**Order of Abatement for NOV**

This matter is before the Board of Public Works for Abatement of a Notice of Violation issued August 17, 2023, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, October 10, 2023.

The Board of Public Works now finds as follows:

1. The owner of the real estate located at the common street address of 530 S. Washington Street, Bloomington, Indiana, parcel number 53-08-04-214-018.000-009, and whose legal description is 015-13650-00 Bowles Lot 10 (the "Property") is Joseph B. Davis (the "Owner").
2. On August 17, 2023, Rob Council, City of Bloomington Neighborhood Compliance Officer, issued a Notice of Violation ("NOV") numbered 62023-08-1314 to the Owner after personally observing garbage, recyclable material and yard waste deposited on the Property in violation of BMC § 6.06.020.
3. The NOV was properly issued to the Owner in accordance with BMC § 6.06.070(b).
4. The NOV was appealed by the Owner and that was denied.
5. 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).
6. The violation(s) cited in the NOV have not been remedied.
7. Substantial evidence in the form of photographs of the Property and eye witness testimony from Rob Council establish the need to abate the Property.

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 full 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 material 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, recyclable material, and/or yard waste 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 17th DAY OF AUGUST, 2024.**
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 10th Day of October, 2023.**

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



# Staff Report

**To: Board of Public Works**

**From: Rebecca Davis & Colleen Newbill**

**Date: October 10, 2023**

**Re: Request to abate property at 1600 W. 3rd Street, Bloomington, Indiana**

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## **Attachments:**

1. Notices of Violation issued 6/1/2023, 7/14/2023, 8/4/2023, 8/22/2023, and 9/21/2023.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

## **Facts:**

1. Bloomington Municipal Code § 6.06.020 makes it 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.”
2. On June 1, 2023, a Neighborhood Compliance Office inspected the property located at 1600 W. 3rd Street, Bloomington, Indiana (hereinafter, the “Property”) for trash and scattered litter on the Property and issued a Notice of Violation for garbage, rubbish, and trash in violation of BMC § 6.06.020.
3. On July 14, August 4, August 22, and September 21, a Neighborhood Compliance Officer re-inspected the Property and issued additional Notices of Violation for the trash and litter on the Property in violation of BMC § 6.06.020 (hereinafter, the June 1 Notice of Violation and the July 14, August 4, August 22, and September 21 Notices of Violation are collectively the “NOVs”).
4. The NOVs were issued to North Fork Holdings LLC (hereinafter, the “Owner”), the owner of the Property.
5. The violations have not been corrected and the NOVs were not appealed.
6. The NOVs were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
7. 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).
8. 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.





# 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 6/1/2023 Time 2:45 pm Address/location 1600 W 3RD ST BLOOMINGTON, IN 47402  
Issued by: 219

☐ 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# \_\_\_\_\_

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# 62023-06-0987

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: PLEASE REMOVE TRASH AND DEBRIS FROM PROPERTY.  
ALSO, PLEASE CUT ALL AREAS WITH OVERGROWN GRASS.  
(8" OR TALLER)

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.

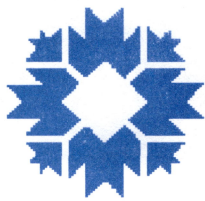
Owner Name NORTH FORK HOLDINGS LLC  
Address 19085 BATTLEFIELD ST.  
City SPRINGFIELD State MO  
Zip Code 65804

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 7/14/2023 Time 2:05 PM Address/location 1600 W 3RD ST 47404

Issued by: 219

☐ 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# 62023-07-1163

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: GARBAGE SCATTERED ALL OVER 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 NORTH FORK HOLDINGS LLC  
Address 19085 E. BATTLEFIELD ST  
City SPRINGFIELD State Mo  
Zip Code 65804

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 8/4/2023 Time 4:25 pm Address/location 1600 W. 3<sup>RD</sup> ST 47404

Issued by: 219

☐ 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# 62023-08-1277

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).

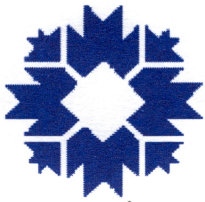
Comments: CLEAN UP GARBAGE LITTERING PROPERTY

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 NORTH FOLK HOLDINGS LLC  
Address 19085 E BATTLEFIELD ST  
City SPRINGFIELD State MO  
Zip Code 65804

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/](http://www.bloomington.in.gov/hand/)

Date 8/22/23 Time 4:23 PM Address/location 1600 W. 3RD 47404

Issued by: 219

☐ 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# 62023-08-1383

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: REMOVE GARBAGE SCATTERED ON 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 NORTH FOLK HOLDINGS LLC  
Address 1908 5th BATTLEFIELD ST  
City SPRINGFIELD State MO  
Zip Code 65804

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 9/21/23 Time 3:47 pm Address/location 1600 W 3RD ST 47404

Issued by: 219

☐ 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#** 62023-07-1163

**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: GOING TO BOARD OF PUBLIC WORKS. LITTERED WITH TRASH.

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** NORTH FORK HOLDINGS LLC

**Address** 19085 E BATTLEFIELD ST

**City** SPRINGFIELD **State** MO

**Zip Code** 65804

**Agent Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_

**Zip Code** \_\_\_\_\_

BPW: 10/10/2023

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





**City of Bloomington  
Housing and Neighborhood Development**

**NOTICE OF REQUEST FOR ABATEMENT**

To: North Fork Holdings Llc ("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 **1600 W 3rd St, Bloomington, In 47403**, under parcel number **53-05-32-300-042.000-005** and whose legal description is **013-10550-00 PT SW SW 32-9-1W 1.927A; PLAT 38** (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 October 10, 2023 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**





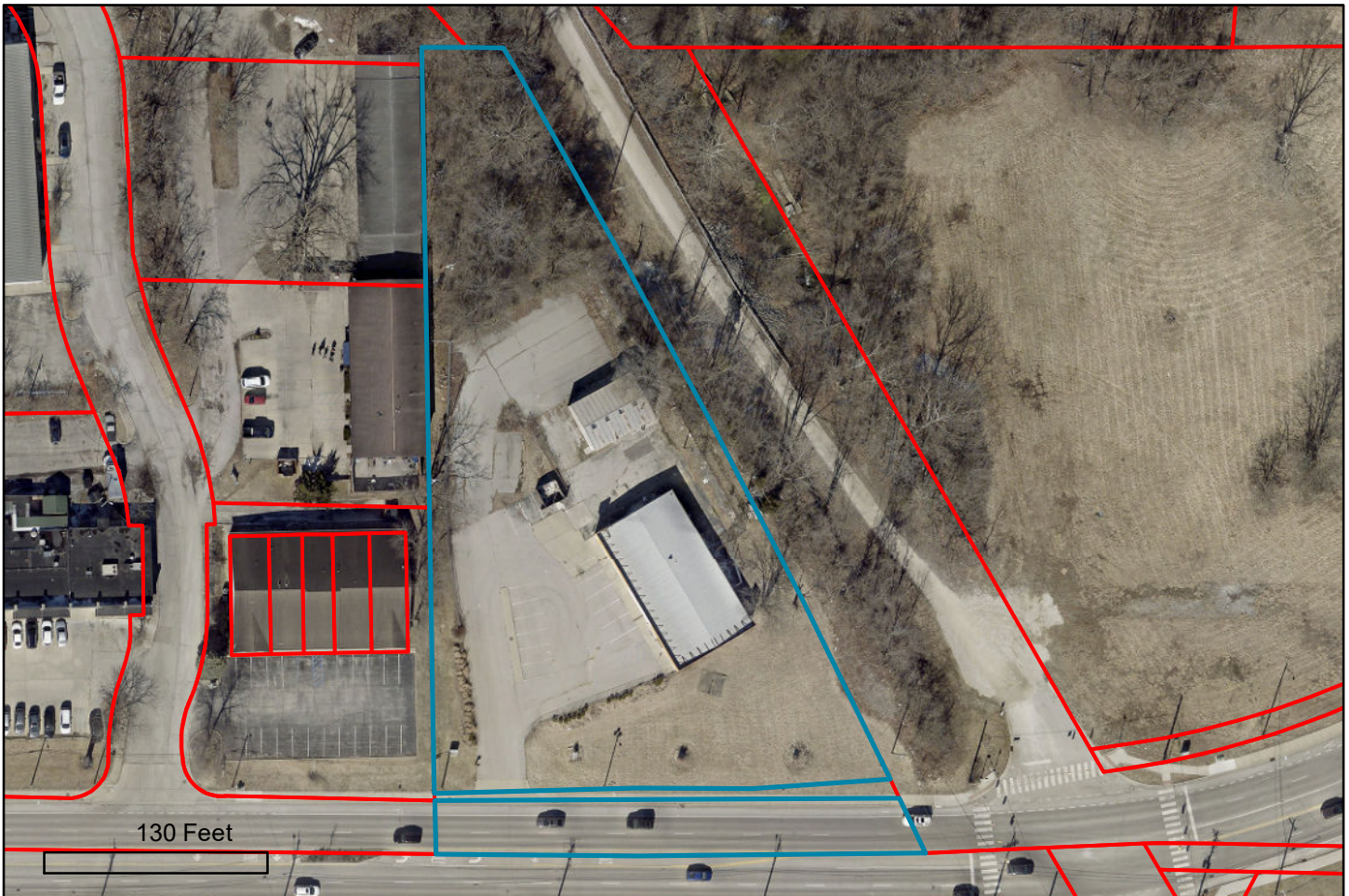






# Monroe County, IN

1600 W 3rd ST, Bloomington, IN 47403  
53-05-32-300-042.000-005



## Parcel Information

**Parcel Number:** 53-05-32-300-042.000-005  
**Alt Parcel Number:** 013-10550-00  
**Property Address:** 1600 W 3rd ST  
Bloomington, IN 47403  
**Neighborhood:** 35 BLOOMINGTON CITY - COM - A  
**Property Class:** Vacant Land  
**Owner Name:** North Fork Holdings LLC  
**Owner Address:** 19085 E Battlefield St  
Springfield, MO 65804  
**Legal Description:** 013-10550-00 PT SW SW 32-9-1W  
1.927A; PLAT 38

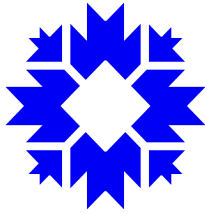
## Taxing District

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

## Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
11	1.5	
12	0.427	





**City of Bloomington**  
**Housing and Neighborhood Development**

On 06/01/2023, 07/14/2023, 08/04/2023, 08/22/2023, and 09/21/2023, 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.

These tickets were issued to the property located at 1600 W. 3<sup>rd</sup> ST Bloomington, IN 47404. 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: 10/10/2023

Property Owner: North Fork Holdings LLC

Owner Address: 19085 E. Battlefield St., Springfield MO 65804

Is this a rental? No

Agent: No

Property Address: 1600 W. 3<sup>rd</sup> St., Bloomington, IN 47404

Parcel Number: 53-05-32-300-042.000-005

Legal Description: 013-10550-00 PT SW SW 32-9-1W 1.927A; PLAT 38



**City of Bloomington's Board of Public Works**  
**Order of Abatement for NOV**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 6/1/2023, 7/14/2023, 8/4/2023, 8/22/2023, and 9/21/2023 (hereinafter, the "NOVs"). The Board of Public Works received information regarding the NOVs at its regular meeting on Tuesday, October 10, 2023.

The Board of Public Works now finds as follows:

1. North Fork Holdings LLC (hereinafter, the "Owner") owns the real estate located at 1600 W. 3rd Street, Bloomington, Indiana, parcel number 53-05-32-300-042.000-005, and whose legal description is 013-105500-00 PT SW SW 32-9-1W 1.927 A; PLAT 38 (hereinafter, the "Property").
2. On 6/1/2023, 7/14/2023, 8/4/2023, 8/22/2023, and 9/21/2023, Rebecca Davis, City of Bloomington Neighborhood Compliance Officer, issued the NOVs after personally observing garbage, rubbish, and trash deposited on the Property in violation of BMC § 6.06.020.
3. Substantial evidence in the form of photographs of the Property and eye witness testimony from the City of Bloomington Neighborhood Compliance Officer establish the need to abate the Property.
4. The NOVs were properly issued to the Owner in accordance with BMC § 6.06.070(b).
5. The NOVs were not appealed.
6. The violation(s) cited in the NOVs were not remedied.
7. 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:

- A. 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, rubbish, and trash as those terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
- B. 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.
- C. If the Owner fails to comply with paragraph B 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.
- D. **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.

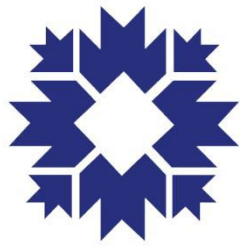
- E. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 1st DAY OF JUNE, 2024.**
- F. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
- G. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

**So Ordered this 10th Day of October, 2023.**

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





# CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

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<b>Project/Event:</b>	Mobile Vendor in Right of Way
<b>PW Resolution No:</b>	2023-71
<b>Petitioner/Representative:</b>	David Gerrard, Owner of Planted Bloomington, LLC
<b>Staff Representative:</b>	Susan Coates
<b>Meeting Date:</b>	10/10/2023

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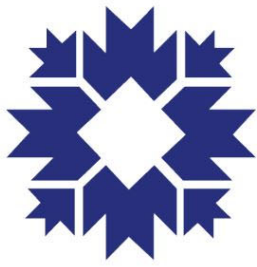
**Planted Bloomington, LLC**, by its owner, David Gerrard, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable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

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

This application is for 1 year.

Staff is supportive of the request.





# CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

## Business License Cover Sheet

<b>Business Name</b>	Planted Bloomington, LLC
<b>License Type</b>	Mobile Vendor License
<b>Contact</b>	David Gerrard
<b>Phone</b>	818-645-3607
<b>Email</b>	planted.manager@gmail.com
<b>BPW Resolution No (if applicable)</b>	2023-71
<b>Issue Date of License</b>	10/11/2023
<b>Expiration Date of License</b>	10/11/2024
<b>Scanned?</b>	<input checked="" type="checkbox"/>
<b>Renewal Date for License</b>	10/11/2024
<b>Department Head</b>	Holly Warren
<b>Record Destruction Date</b>	10/11/2027
<b>ESD Tracking No</b>	N/A
<b>Document Physical Filing Location</b>	2-drawer file cabinet at ESD Admin's desk
<b>Document Digital Filing Location</b>	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses



Date: 10/3/23

Received in ESD

AUG 31 2023

PLANTED Bloomington

RES# 2023-71



CITY OF BLOOMINGTON

## MOBILE VENDOR LICENSE APPLICATION

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

### 1. License Length and Fee Application

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

### 2. Applicant Information

Name:	DAVID GERRARD		
Title/Position:	MANAGER		
Date of Birth:	7/20/1991		
Address:	1103 S DUNN ST		
City, State, Zip:	BLOOMINGTON, IN, 47401		
E-Mail Address:	PLANTED.MANAGER@GMAIL.COM		
Phone Number:	818 645 3607	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:	

10/3/23 - NOT PAID yet.



#### 4. Company Information

Name of Employer:	PLANTED BLOOMINGTON				
Address of Employer:	6235 E KENT RD				
City, State, Zip:	BLOOMINGTON, IN, 47401				
Employment Start Date:	7/15/2023	End Date (If known):			
Phone Number:					
Website / Email:	PLANTEDBLOOMINGTON.COM				
Company is a:	<input checked="" 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.	
<b>Name</b>	<b>Address</b>
NICOLE SCHONEMANN	6255 E KENT RD
DAVID GERRARD	1103 S DUNA ST

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

Date of incorporation or organization:	4/26/2023
State of incorporation or organization:	
(If Not Indiana) Date qualified to transact business in state of Indiana:	



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

Planned hours of operation:	VARIABLE; 11 AM - 10 PM	
Place or places where you will conduct business (If private property, attach written permission from property owner):	CITY OF BLOOMINGTON, BROWN Co., PARKS AND REC, PRIVATE EVENTS	
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:**

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

**For City Of Bloomington Use Only**

Date Received:	Received By:	Date Approved:	Approved By:
Received in ESD		10/3/23	
AUG 31 2023			





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

## INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 12	AGE 7	ISSUE DATE 08/25/2023	PUR DATE 06/28/2023	COUNTY 7 - BROWN	TP N	PL YR 24	PLATE 548D000	PL TP GT	WEIGHT 11	PR YR	LS N	TYPE	PRIOR YR PL
EXPIRATION DATE 1/31/2025	MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 2016	MAKE FOR	MODEL ECO	VEHICLE IDENTIFICATION NUMBER 1FC3E4KL7GDC28397			TYPE TK	COLOR ONG/		
CURRENT YEAR TAX	VEH EX TAX 65.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 65.00	CO. WHEEL/EX TAX 22.58	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 45.35		ADMIN FEE 15.00	TOTAL 147.93			
PRIOR YEAR TAX	VEH EX TAX 43.33	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 43.33	CO. WHEEL/EX TAX 15.05	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00		ADMIN FEE 0.00	TOTAL 58.38			
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													

PLANTED BLOOMINGTON LLC  
6255 E KENT RD  
BLOOMINGTON, IN 47401-8508

C  
SD

### 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.





## STATE OF INDIANA

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner  
Bureau of Motor Vehicles  
100 North Senate Avenue  
Indianapolis, Indiana 46204

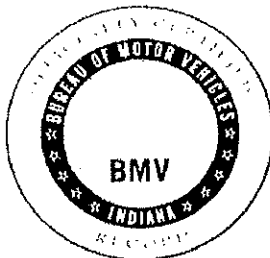
### Certification of Driver's Record

For: NICOLE DEBORAH SCHONEMANN  
DOB: 06/09/1964  
STATUS: VALID as of 09/20/2023  
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 20th of September, 2023.

Rebekah Erwin, Director of Driver Records







## STATE OF INDIANA

Eric J. Holcomb, Governor

### BUREAU OF MOTOR VEHICLES

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

Joe B. Hoage, Commissioner

### Indiana Official Driver Record

As of 09/20/2023 11:30 am

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

NICOLE DEBORAH SCHONEMANN  
6255 E KENT RD  
BLOOMINGTON, IN 47401-8508

License number: 8916-49-1743  
License type: DRIVERS  
License expires: 06/09/2024  
License status: VALID  
SR22: Not needed

Birth date: 06/09/1964      Gender: FEMALE      Current points: 0  
Social Security #:

**Physical Description:** Height: 5'6"    Weight: 120lbs    Hair color: BROWN    Eye color: BROWN    Donor: T

**Endorsements:**    None

**Pending Endorsements:**    None

**Restrictions:**    CORRECTIVE LENSES

**Pending Restrictions:**    None

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

No Suspensions were found.

#### Pending Suspension Information

No Pending Suspensions were found.

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

No Disqualifications were found.

#### Pending Disqualification Information

No Pending Disqualifications were found.

#### Out of State Withdrawal Information

No OOS Withdrawals were found.



Driver number: 8916-49-1743 NICOLE DEBORAH SCHONEMANN

DOB: 06/09/1964

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

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
10/30/2019	6	SPEEDING 85/55	10/04/2019	MARION SUPERIOR TRAFFIC DIVISION #13 / 49G131910IF052022			No	No
07/06/2010	2	SPEEDING 69/55	06/17/2010	MARION SUPERIOR TRAFFIC DIVISION #13 / 49G131006IF071049			No	No
07/14/2009	2	SPEEDING 40/30	07/13/2009	MONROE CIRCUIT #3 / 53C030907IF09291			No	No
11/06/1987	6	SPEEDING 90/55	10/07/1987	LAWRENCE COUNTY / 47E018710IF1997			No	No

## Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
9	08/03/2018	6255 E KENT RD	BLOOMINGTON	IN	47401-8508
8	06/08/2012	1591 N SEWELL RD	BLOOMINGTON	IN	47408-9492
7	10/16/2007	1591 N SEWELL RD	BLOOMINGTON	IN	47408-9492
6	10/28/2004	3151 ARROWAVE	BLOOMINGTON	IN	47403
4	11/23/1999	3151 ARROWAVE	BLOOMINGTON	IN	47403
3	11/23/1999	3151 ARROWAVE	BLOOMINGTON	IN	47403
1	07/03/1990	4520 ERWIN RD	WEST LAFAYETTE	IN	47906

## Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
9	08/03/2018	6255 E KENT RD	BLOOMINGTON	IN	47401-8508
8	06/08/2012	1591 N SEWELL RD	BLOOMINGTON	IN	47408-9492
7	10/16/2007	1591 N SEWELL RD	BLOOMINGTON	IN	47408-9492



Driver number: 8916-49-1743 NICOLE DEBORAH SCHONEMANN

DOB: 06/09/1964

5 10/28/2004 1591 SEWELL ROAD BLOOMINGTON IN 47408

### Credential Issuance

Interim Credential Issue Date: 8/3/2018, Expiration Date: 9/2/2018, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 12852234

Issue Date: 08/03/2018, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 06/09/2024

Interim Credential Issue Date: 3/14/2013, Expiration Date: 4/13/2013, Reason: DUPLICATE DL, IN-STATE, Control #: 4394925

Issue Date: 03/14/2013, Duplicate License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 06/09/2018

Interim Credential Issue Date: 6/8/2012, Expiration Date: 7/8/2012, Reason: RENEWAL DL W/ CARD, IN-STATE, Control #: 2934600

Issue Date: 06/08/2012, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 06/09/2018

Issue Date: 07/08/2008, Renew License, DRIVERS (4 YR), Endorsements: None, Restrictions: B, Expiration Date: 06/09/2012

Issue Date: 10/28/2004, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 06/09/2008

Issue Date: 11/23/1999, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 06/09/2004

### Remarks

Remark Date: 09/29/2010 Driver Safety Program (DSP) completed on 9/28/2010 12:00:00 AM for 4 points

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



# CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Carmichael Truck + Automotive Service Inc.

INSPECTOR'S NAME Kenny INSPECTOR'S PHONE # 812-334-8285

DATE OF INSPECTION 09/06/23

TAXICAB COMPANY Planted Bloomington

VEHICLE YEAR 2016 MAKE Ford MODEL E450

VIN 1FC3E4KL7GDC28397

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

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

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



Additional Comments by Inspector: \_\_\_\_\_

Clean Truck /

Inspector Signature \_\_\_\_\_

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

September 6, 2023

**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**



# ANNUAL VEHICLE INSPECTION REPORT

CARMICHAEL TRUCK & AUTOMOTIVE  
3950 W. Farmer Ave.  
Bloomington, IN. 47403

## VEHICLE HISTORY RECORD

REPORT  
NUMBER

FLEET UNIT NUMBER

53334

DATE September 5, 2023

MOTOR CARRIER OPERATOR <i>Planted Bloomington</i>		INSPECTOR'S NAME (PRINT OR TYPE) <i>Kenny Boehm</i>	
ADDRESS <i>6255 E Kent RD</i>		THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input checked="" type="checkbox"/> YES	
CITY, STATE, ZIP CODE <i>Bloomington, In 47401</i>		VEHICLE IDENTIFICATION (✓ AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input checked="" type="checkbox"/> VIN <input type="checkbox"/> OTHER <i>1FC3E4KL7GDC28397</i>	
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input type="checkbox"/> (OTHER)		INSPECTION AGENCY/LOCATION (OPTIONAL) <i>Carmichael Truck &amp; Automotive Service Inc.</i>	

## VEHICLE COMPONENTS INSPECTED

OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
			<b>1. BRAKE SYSTEM</b>				<b>6. SAFE LOADING</b>				<b>10. TIRES</b>
✓			a. Service Brakes				a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.	✓			a. Tires on any steering axle of a power unit.
✓			b. Parking Brake System				b. Protection against shifting cargo.	✓			b. All other tires.
✓			c. Brake Drums or Rotors	✓			c. Container securement devices on intermodal equipment.				c. Installation of speed-restricted tires unless specifically designated by motor carrier.
✓			d. Brake Hose								
✓			e. Brake Tubing	✓							
✓			f. Low Pressure Warning Device								
			g. Tractor Protection Valve								
			h. Air Compressor								
			i. Electric Brakes								
			j. Hydraulic Brakes								
			k. Vacuum Systems								
			l. Antilock Brake System								
			m. Automatic Brake Adjusters								
			<b>2. COUPLING DEVICES</b>				<b>7. STEERING MECHANISM</b>				<b>11. WHEELS AND RIMS</b>
			a. Fifth Wheels				a. Steering Wheel Free Play				a. Lock or Side Ring
			b. Pintle Hooks	✓			b. Steering Column	✓			b. Wheels and Rims
			c. Drawbar/Towbar Eye	✓			c. Front Axle Beam and All Steering Components Other Than Steering Column	✓			c. Fasteners
			d. Drawbar/Towbar Tongue	✓			d. Steering Gear Box	✓			d. Welds
			e. Safety Devices	✓			e. Pitman Arm				
			f. Saddle-Mounts	✓			f. Power Steering				
			<b>3. EXHAUST SYSTEM</b>				g. Ball and Socket Joints	✓			
			a. Exhaust system leaking forward of or directly below the driver/sleeper compartment.	✓			h. Tie Rods and Drag Links				
			b. Bus exhaust system leaking or discharging in violation of standard.	✓			i. Nuts				
			c. Exhaust system likely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.	✓			j. Steering System				
			<b>4. FUEL SYSTEM</b>				<b>8. SUSPENSION</b>				<b>12. WINDSHIELD GLAZING</b>
✓			a. Visible leak.				a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.				Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions).
✓			b. Fuel tank filler cap missing.				b. Spring Assembly				
✓			c. Fuel tank securely attached.	✓			c. Torque, Radius or Tracking Components				
			<b>5. LIGHTING DEVICES</b>				<b>9. FRAME</b>				<b>13. WINDSHIELD WIPERS</b>
✓			All lighting devices and reflectors required by Part 393 shall be operable.				a. Frame Members				Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.
							b. Tire and Wheel Clearance				<b>14. MOTORCOACH SEATS</b>
							c. Adjustable Axle Assemblies (Sliding Subframes)				Any passenger seat that is not securely fastened to the vehicle structure.
											<b>15. OTHER</b>
											List any other condition(s) which may prevent safe operation of this vehicle.

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ☒ OK, ☒ NEEDS REPAIR, ☐ NA IF ITEMS DO NOT APPLY, ☐ REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.





ISU Ins. Services-The May Agency  
PO Box 1669  
Bloomington, IN 47402  
(812) 334-2400

## Business Auto Policy

Common Policy Declaration  
Amended Declaration

### Total Discounted Policy Premium

**\$2,514.00**

Annualized Premium  
(Excl. Taxes and Surcharges)

**\$2,719.00**

#### Named Insured and Mailing Address:

Planted Bloomington, LLC  
6255 E KENT RD  
BLOOMINGTON, IN 47401-8508

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
10179988CA	07/06/23 - 07/06/24	State Automobile Mutual Insurance Company

The coverage and these declarations are effective at 12:01 a.m. standard time on 08/21/2023 at the above mailing address.



Questions?

Visit us at [StateAuto.com](http://StateAuto.com)  
or call (800) 288-4425 for  
customer service.

Contact your independent  
agent at (812) 334-2400.

### Reason(s) for Amendment

- Policy Change Premium : \$0.00

### Item One:

### Business Information

Business Type	Business Description	Entity Type
Business Auto Coverage	Food Truck	LLC

### Audit

This policy consists of coverage parts or policies for which a premium is indicated.  
This premium may be auditable and subject to adjustment.

Audit Period: Annual

In return for the payment of the premium when due, and subject to all the terms of the policy, we agree with you to provide the insurance as stated by this policy. This premium may be subject to adjustment.

Issue Date: 08/21/2023



## Item Two: Schedule Of Coverages

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Auto Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Auto Symbols	Limit - The Most We Will Pay For Any One Accident Or Loss	Premium
Liability Insurance	01	\$1,000,000 Each Accident	\$1,025.00
Medical Payments	02	See Schedule	\$32.00
Uninsured Motorists Coverage - IN	02	\$1,000,000 Each Accident	\$31.00
Underinsured Motorists Coverage - IN	02	\$1,000,000 Each Accident	\$85.00
Uninsured Motorists Property Damage - IN	02	See Schedule	Included
Collision	07 08	See Schedule	\$378.00
Other than Collision	07 08	See Schedule	\$129.00
<b>Paid in Full Discount Applied</b>			
Other Coverages/Endorsements/Adjustment to Minimum Premium			\$834.00
<b>Total Discounted Premium</b>			<b>\$2,514.00</b>

## Covered Autos

Veh#	Year	Make & Model	VIN	Class		Garage		Cost Basis		Business Use	GCW/GVW/Seating Capacity
				Code	Terr	State	Type	Cost Basis	Cost Basis		
1	2016	FORD E450	1FC3E4KL7GDC28397	23199	114	IN	OCN	\$33,327		Commercial	14,050

**\*\*Cost Basis Key: OCN= Original Cost New, SA=Stated Amount\*\***



## Item Three: Schedule of Covered Autos You Own

**Physical Damage Other than Collision Coverage - Limit of Insurance:** The Most We Will Pay: Actual cash value, or cost of repairs, whichever is less, minus the deductibles shown below for each covered auto, but no deductible applies to loss caused by fire or lightning. See Scheduled of Hired Auto section for hired or borrowed autos.

**Physical Damage Collision Coverage - Limit of Insurance:** The Most We Will Pay: Actual cash value, or cost of repairs, whichever is less, minus the deductibles shown below for each covered auto. See Item Four for hired or borrowed autos.

Veh#1

Coverages	Premium
Liability	\$800.00
Medical Payments	\$32.00
Uninsured Motorists Coverage	\$31.00
Underinsured Motorists Coverage	\$85.00
Uninsured Motorists - Property Damage	Included
Collision	\$378.00
Other than Collision	\$129.00
Rental Reimbursement	\$148.00
<b>Total Premium</b>	<b>\$1,603.00</b>

Coverages	Deductible
Uninsured Motorists - Property Damage	\$300
Collision	\$1,000
Other than Collision	\$1,000

Coverages	Limit
Medical Payments	\$5,000
Uninsured Motorists Coverage - Property Damage	Included



## Item Four: Schedule of Hired Autos

Schedule for Hired or Borrowed Covered Auto Coverage And Premiums Liability Insurance - Rating Basis, Cost of Hire

State	Cost of Hire - Primary	Cost of Hire - Excess	Premium
IN	\$1	N/A	\$75.00
<b>Total Premium</b>			<b>\$75.00</b>

Cost of hire means the total amount you incur for the hire of "autos" you do not own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

## Item Five: Schedule for Non-Ownership Liability

Other Than a Garage Risk

Name Insured's Business	Rating Basis	Number	Premium
Other Than a Social Service Agency - IN	Number of Employees	1	Included
<b>Total Premium</b>			<b>\$150.00</b>

## Additional Coverages

Coverage	Premium
BAP Plus	\$79.00
Business Interruption Coverage	\$607.00
<b>Total Premium</b>	<b>\$686.00</b>

## Drivers

Driver Name	Driver Status
Nicole Schonemann	Included
Mark Veldman	Included

Please review this list of drivers and notify your agent immediately of any additional drivers or corrections. All drivers, both principal and occasional, should be listed. This list is for underwriting purposes only and does not grant insured status or coverage. Please refer to the contract for specific coverage information.



## Forms and Endorsements

This declarations page with policy forms and endorsements completes the policy. This policy will continue in force for the period indicated upon valid payment of the premium, when due.

### Forms and Endorsements

Form Number	Edition Date	Form Title (Only the titles are shown below, please review the form for a complete description of coverage)
CA 99 03	10/13	Auto Medical Payments Coverage
CA 00 01	10/13	Business Auto Coverage Form
BA 30 00	12/15	Business Auto Plus Endorsement
IL 00 03	09/08	Calculation Of Premium
IL 00 17	11/98	Common Policy Conditions
SI 90 01	05/17	Common Policy Jacket
BA 10 24	12/15	Comprehensive Coverage Deductible
CA 04 42	10/13	Exclusion Of Federal Employees Using Autos In Government Business
CA 23 84	10/13	Exclusion Of Terrorism
CA 23 01	10/13	Explosives
CA 01 19	10/13	Indiana Changes
IL 01 58	09/08	Indiana Changes
IL 02 72	11/21	Indiana Changes - Cancellation And Nonrenewal
IL 01 56	09/07	Indiana Changes - Concealment, Misrepresentation Or Fraud
BA 04 33	12/15	Indiana Changes - Pollution Exclusion
IL 01 17	12/10	Indiana Changes - Workers' Compensation Exclusion
ILN040	09/03	Indiana Fraud Statement
CA 31 16	12/15	Indiana Underinsured Motorists Coverage
IL 00 21	09/08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
CA 23 45	11/16	Public Or Livery Passenger Conveyance And On-Demand Delivery Services Exclusion
CA 99 23	10/13	Rental Reimbursement Coverage
CA 23 04	10/13	Rolling Stores
CA 23 94	10/13	Silica Or Silica-Related Dust Exclusion For Covered Autos Exposure
IL P 001	01/04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
CA 23 05	10/13	Wrong Delivery Of Liquid Products



**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.

DAVID GERRARD

Name, Printed



Signature

8/16/23

Date Release Signed



**State of Indiana  
Office of the Secretary of State**

**Certificate of Organization  
of  
PLANTED BLOOMINGTON, LLC**

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, April 26, 2023.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 26, 2023.

*Diego Morales*

DIEGO MORALES  
SECRETARY OF STATE

202304261685981 / 9850817

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



**APPROVED AND FILED**  
**DIEGO MORALES**  
**INDIANA SECRETARY OF STATE**  
**04/26/2023 01:41 PM**

**ARTICLES OF ORGANIZATION**

Formed pursuant to the provisions of the Indiana Code.

**ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 202304261685981  
**BUSINESS TYPE** Domestic Limited Liability Company  
**BUSINESS NAME** PLANTED BLOOMINGTON, LLC  
**PRINCIPAL OFFICE ADDRESS** 6255 E Kent Road , Bloomington, IN, 47401, USA

**ARTICLE II - REGISTERED OFFICE AND ADDRESS**

**REGISTERED AGENT TYPE** Individual  
**NAME** Nicole Schonemann  
**ADDRESS** 6255 E. Kent Road, Bloomington, IN, 47401, USA  
**SERVICE OF PROCESS EMAIL**

**ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE**

**PERIOD OF DURATION** Perpetual  
**EFFECTIVE DATE** 04/26/2023  
**EFFECTIVE TIME** 09:41AM

**ARTICLE IV - GOVERNING PERSON INFORMATION**

No Principal on record.

**MANAGEMENT INFORMATION**

**THE LLC WILL BE MANAGED BY MANAGER(S)** No



**APPROVED AND FILED**  
**DIEGO MORALES**  
**INDIANA SECRETARY OF STATE**  
**04/26/2023 01:41 PM**

**SIGNATURE**

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **April 26, 2023**.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

**SIGNATURE**

Nicole Schonemann

**TITLE**

Authorized Agent

Business ID : 202304261685981

Filing No : 9850817



Date of this notice: 04-26-2023

Employer Identification Number:  
92-3727115

Form: SS-4

Number of this notice: CP 575 A

PLANTED BLOOMINGTON LLC  
NICOLE SCHONEMANN SOLE MBR  
6255 E KENT RD  
BLOOMINGTON, IN 47401

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-3727115. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

Form 941	07/31/2023
Form 940	01/31/2024

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

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

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



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

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

**IMPORTANT REMINDERS:**

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

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

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

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

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

Thank you for your cooperation.



04-26-2023 PLAN B 9999999999 SS-4

CP 575 A (Rev. 7-2007)

CP 575 A

999999999999

DATE OF THIS NOTICE: 04-26-2023  
EMPLOYER IDENTIFICATION NUMBER: 92-3727115  
FORM: SS-4 NOBOD

PLANTED BLOOMINGTON LLC  
NICOLE SCHONEMANN SOLE MBR  
6255 E KENT RD  
BLOOMINGTON, IN 47401



**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: DAVID GERRARD

Signature: 

Date: 8/16/23



**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: DAVID GERRARD

Signature: 

Date: 8/16/23





## Bloomington Fire Department

PO Box 100  
Bloomington IN 47402  
812-332-9763

Mayor John Hamilton

Fire Chief Jason Moore

### Temporary Food Vendor Fire Permit

**Permit Number**

BFD-2023-0000017

**Effective Date Range**

-

**Business Name**

Planted Bloomington

**Billing Address**

6255 KENT RD, BLOOMINGTON, IN, 47401

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

**Permit Contact**

Cooper Gerrard  
Manager  
812-645-3607  
planted.manager@gmail.com

### Permit Signatures

**Inspector Permit Signature**

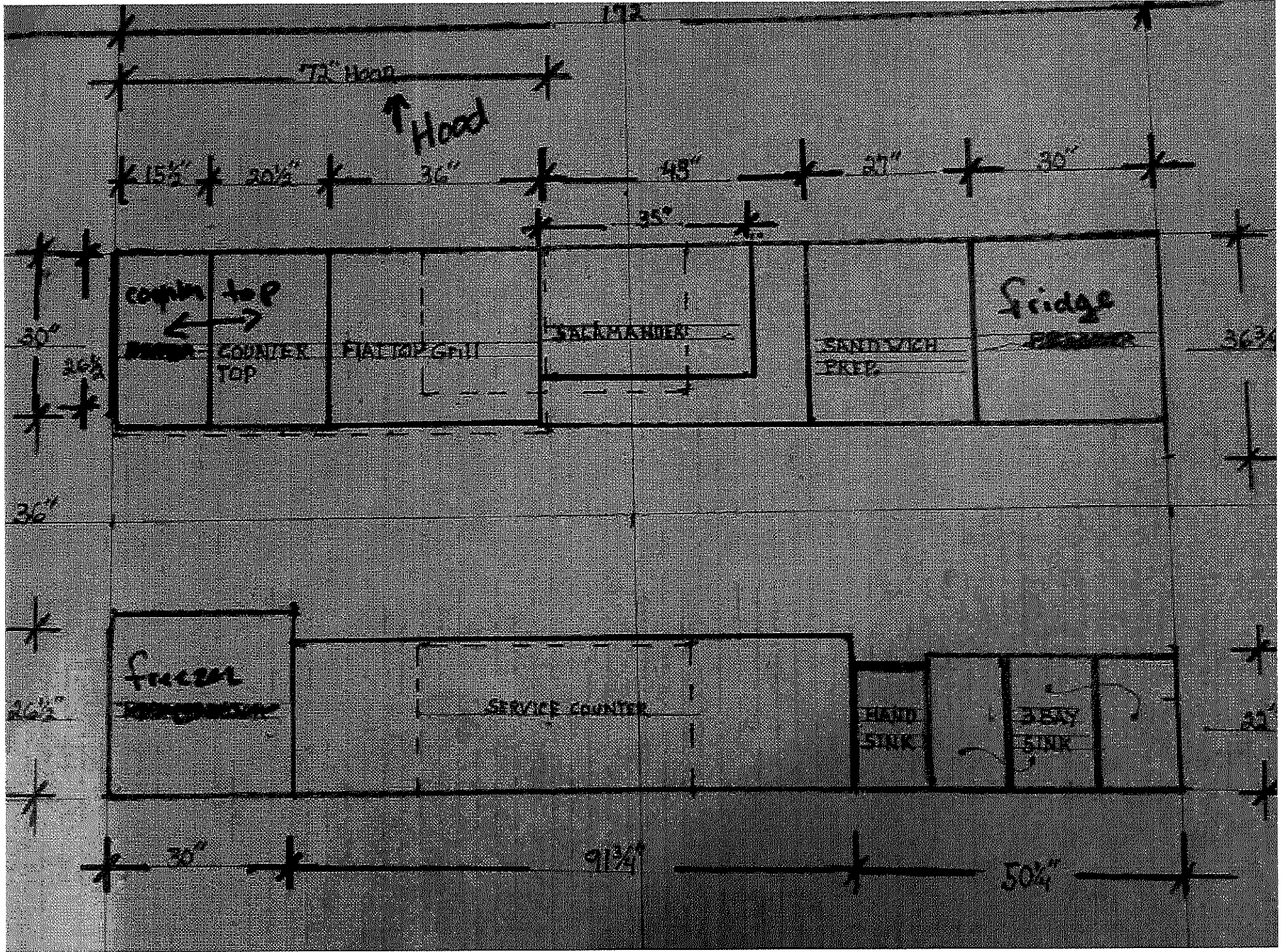
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Tim Clapp  
Fire Marshal  
812-360-3520  
clappt@bloomington.in.gov













## LEARN2SERVE FOOD PROTECTION MANAGER CERTIFICATION

This certifies that  
**Nicole Schonemann**

has achieved the title of

**Certified Food Protection Manager**

Issue Date: 02/01/2023

Certificate number: L2SC-3-028151

Test Name: Exam Form B27



#0975

  
Samantha Montalbano, Chief Operating Officer

*THIS CERTIFICATE IS NON-TRANSFERABLE & VALID UPTO 5 YEARS FROM THE ISSUE DATE  
DEPENDING ON YOUR LOCAL HEALTH DEPARTMENT'S REQUIREMENTS.*

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | [www.360training.com](http://www.360training.com)

✂ (CUT HERE)

✂ (CUT HERE)



**Congratulations on becoming a Certified Food Protection Manager.**

Learn2Serve also provides training courses in:  
Food Safety Handler, Alcohol Seller/Server, HACCP, and Sexual Harassment  
Please contact us today to learn more about how you can take advantage  
of these quality courses, or visit [www.Learn2Serve.com](http://www.Learn2Serve.com).





# INVOICE

41 N Morton St., Suite 150  
Bloomington, IN 47402  
Phone 812-349-3418

<b>DATE:</b>	October 3, 2023
<b>INVOICE #</b>	2023-34
<b>FOR:</b>	<i>Business License</i>
<b>Due Date:</b>	UPON RECEIPT

**Bill To:**

Planted Bloomington, LLC  
ATTN: David Gerrard  
1103 S. Dunn St.  
Bloomington, IN 47401

**Submit Payment To:**

City of Bloomington  
PO Box 100  
Bloomington, IN 47402  
  
ATTN: ESD

Call (812) 349-3412 to pay by Credit Card

DESCRIPTION	AMOUNT
1-year Mobile Vendor License (10/11/2023 - 10/11/02024)	\$ 350.00
Total:	\$ 350.00

## Make Checks Payable to City of Bloomington



**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2023-71  
Mobile Vendor in Public Right of Way  
Planted Bloomington, LLC**

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, Planted Bloomington, LLC (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen food truck or trailer for 1 year beginning 10/11/2023, and ending on 10/11/2024.

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 10th DAY OF OCTOBER, 2023.**

**BOARD OF PUBLIC WORKS:**

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

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
Jane Kupersmith, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2023-71 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
David Gerrard

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





## Board of Public Works Staff Report

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### **Project/Event:**

Switchyard Brewing Company's 1<sup>st</sup> Annual Bloomington Krampus Block Party

### **Petitioner/Representative:**

Kurtis Cummings – Switchyard Brewing Company

### **Staff Representative:**

April Rosenberger

### **Meeting Date:**

October 10, 2023

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Saturday, December 09, 2023 Switchyard Brewing Company will be hosting their 1<sup>st</sup> Annual Bloomington Krampus Block Party.

Organizers are requesting the closure of West 9<sup>th</sup> Street from North Walnut Street to North College from 3 p.m. until 10:00 p.m. on Saturday, December 09, 2023. The 1<sup>st</sup> Annual Bloomington Krampus Night Block Party will be a non-ticketed event with local artisans, live music, and food trucks for all ages to enjoy.

A noise permit is also requested as part of this event.

All Businesses have received notice of this event and public meeting for comment.

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### 3. EVENT INFORMATION

Type of Event

- ☐ Metered Parking Space(s) ☐ Run/Walk ☐ Festival ☒ Block Party  
☐ Parade ☐ Art in the Right of Way  
☐ Other (Explain below in Description of Event)

Date(s) of Event:

Dec 9, 2023

Time of Event:

Date: Dec 9, 2023 Start: 3:00pm Date: Dec 9 2023 End: 10:00pm

Setup/Teardown time  
Needed

Date: Dec 9, 2023 Start: 3:00pm Date: Dec 9 2023 End: 10:00pm

Calendar Day of Week:

Saturday

Description of Event:

Switchyard's 1st annual Krampus Night  
Block party - non-ticketed, all ages event w/  
local artisan vendors, food trucks and live  
music.

Street closures: 9th St Between College Ave & Walnut

Expected Number of  
Participants:

100

Expected # of vehicles (Use of Parking  
Spaces to close):

3

#### 4. IF YOUR EVENT IS A **NEIGHBORHOOD BLOCK PARTY**, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<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>• 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 (where type 3 barricades will be placed)</li></ul>
<input checked="" type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"><li>• Determine if No Parking Signs will be required</li></ul>
<input checked="" type="checkbox"/>	Noise Permit application





CITY OF BLOOMINGTON

**NOISE PERMIT**

City of Bloomington  
401 N. Morton St., Suite 120  
Bloomington, Indiana 47404  
812-349-3411

**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) 349-3411 or [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov)

**Event and Noise Information**

Name of Event: Bloomington Krampusnacht Block Party  
Location of Event: 9th St  
Date of Event: Dec 9 2023  
Calendar Day of Week: Saturday  
Time of Event: Start: 3:00 pm  
End: 10:00 pm  
Description of Event: 1st annual Krampus Night block party.  
Non-ticketed, all ages event w/ local artisans,  
live music, food trucks

Source of Noise: ☒ Live Band ☐ Instrument ☐ Loudspeaker Will Noise be Amplified?  
☒ Yes ☐ No  
Is this a Charity Event? ☒ Yes ☐ No If Yes, to Benefit: Constellation Stage + Sirene

**Applicant Information**

Name: Kurtis Cummings  
Organization: Switchyard Brewing Co Title: CEO  
Physical Address: 419 N Walnut St  
Email Address: Kurtis@switchyardbrewing.com Phone Number: 812-606-9312  
Signature: Date: Sept 08 2023

**FOR CITY OF BLOOMINGTON USE ONLY**

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

**BOARD OF PUBLIC WORKS**

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

Date

Jenifer Lloyd, Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/23/2023

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> Casey White <b>PHONE (A/C, No, Ext):</b> (812) 355-2598 <b>FAX (A/C, No):</b> (812) 331-3233 <b>E-MAIL ADDRESS:</b> caseyw@figprotects.com	
<b>INSURED</b> Switchyard Holdings Inc dba Switchyard Brewing 419 N Walnut St Bloomington IN 47404		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Society Insurance NAIC # 15261 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: CL2352316202

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 <input type="checkbox"/> OTHER	Y		BP19016001	05/26/2023	05/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA20015481	05/26/2023	05/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UM19016004	05/26/2023	05/26/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC19016003	05/26/2023	05/26/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			BP19016001	05/26/2023	05/26/2024	Aggregate 1,000,000 Each Common Cause 1,000,000

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

Certificate holder is also additional insured with regards to the general liability when required by written contract

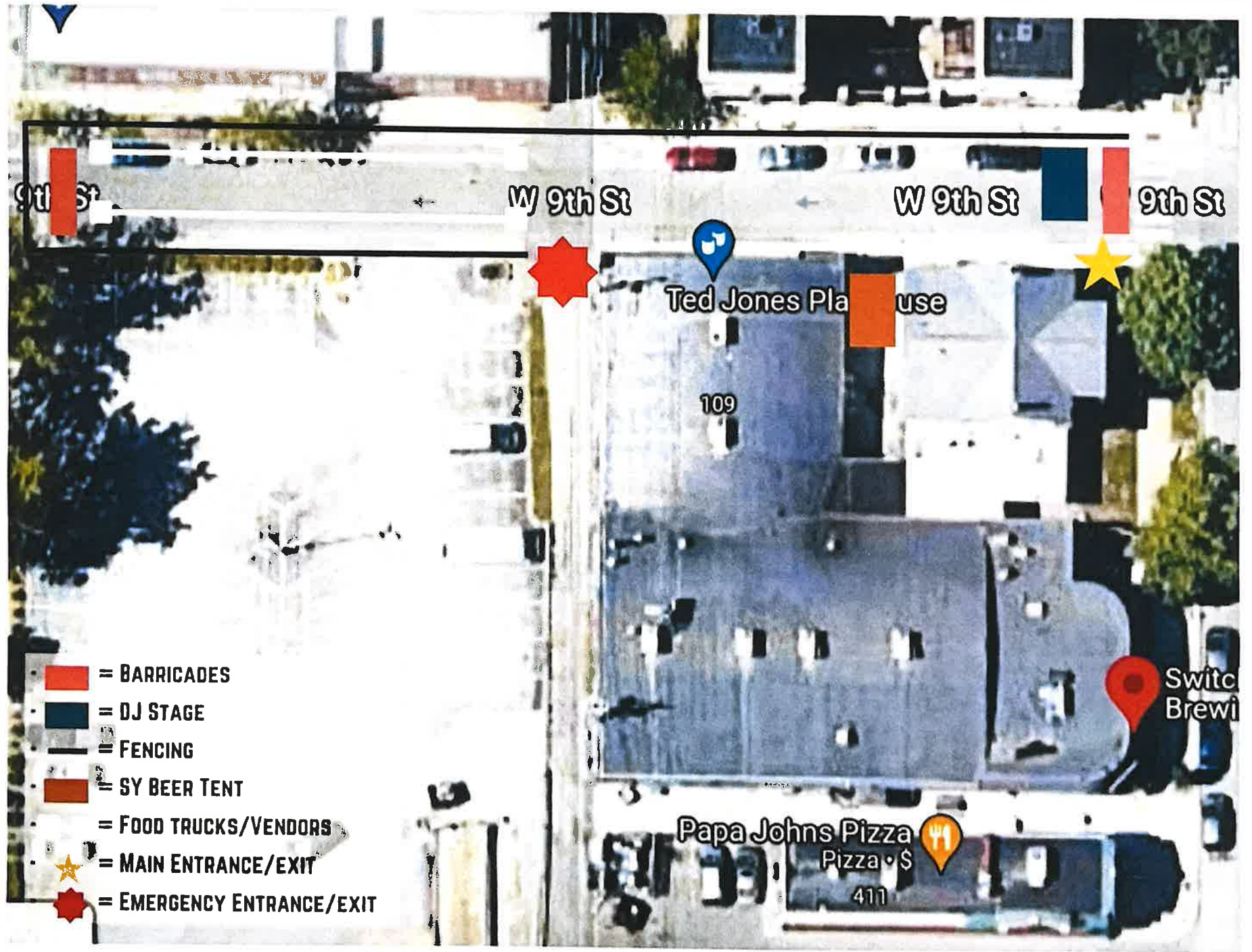
## CERTIFICATE HOLDER

## CANCELLATION

City of Bloomington 401 N Morton St Post Office Box 100 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 <i>Casey White</i>
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**BOARD OF PUBLIC WORKS  
RESOLUTION 2023-69**

**BLOOMINGTON KRAMPUS BLOCK PARTY**

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

WHEREAS, the Switchyard Brewing Company is organizing their 1<sup>st</sup> Annual Bloomington Krampus Block Party, to take place on Saturday, December 09, 2023; and

WHEREAS, the Switchyard Brewing Company has requested that the Board of Public Works allow them to close West 9<sup>th</sup> Street to vehicular traffic between North College and North Walnut during the Block Party; and

WHEREAS, Switchyard Brewing Company has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided that:

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that Switchyard Brewing Company may close West 9<sup>th</sup> Street to vehicular traffic between North College and North Walnut from 3:00 p.m. until 10:00 p.m. on Saturday, December 09, 2023 for the purpose of staging a block party for the general public.
3. Switchyard Brewing Company shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Switchyard Brewing Company shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department.
5. Switchyard Brewing Company shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Switchyard Brewing Company agrees no closure shall occur before 3:00 p.m. on Saturday, December 09, 2023, and remove barricades by 10:00 p.m.
6. The City of Bloomington will provide and set up jersey style water filled barricades not before 3:00 p.m. on December 09, 2023. Jersey style water filled barricades will be removed as part of clean-up.



7. Switchyard Brewing Company will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event.
8. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 3:00 p.m. and 10:00 p.m. on Saturday, December 09, 2023.
9. Switchyard Brewing Company shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
10. Switchyard Brewing Company shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
11. In consideration for the use of the City’s property and to the fullest extent permitted by law, Switchyard Brewing Company, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
12. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 10<sup>th</sup> DAY OF OCTOBER, 2023.

BOARD OF PUBLIC WORKS:

SWITCHYARD BREWING COMPANY:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Jane Kupersmith, Secretary

\_\_\_\_\_  
Date





## Board of Public Works Staff Report

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**Project/Event:** Pop-Up Market

**Petitioner/Representative:** Beck Holladay – Six Ways Markets

**Staff Representative:** April Rosenberger

**Meeting Date:** October 10, 2023

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Friday, October 20, 2023 Six Ways Market will be hosting a Pop-Up Market.

Organizers are requesting the closure of Madison Street between 10<sup>th</sup> and 11<sup>th</sup> beginning at 2 p.m. on Friday, October 20, 2023, for set up and until 10:00 p.m., which will allow for clean up after the event. The Pop-Up Market will have local vendors in 10x10 tents.

Businesses and Neighbors have received notice of this event.

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## 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  
812-349-3411

### 1. APPLICANT INFORMATION

Contact Name:	Beck Holladay		
Contact Phone:	503-705-0884	Mobile Phone:	
Title/Position:	Owner/Event Director		
Organization:	Six Ways Markets		
Address:	4535 Marcy Lane #258		
City, State, Zip:	Indianapolis, IN 46205		
Contact E-Mail Address:	sixwaysmarkets@gmail.com		
Organization E-Mail and URL:	www.sixwaysmarkets.com		
Org Phone No:	503-705-0884	Fax No:	

### 2. ANY KEY PARTNERS INVOLVED (including Food Vendors if applicable)

Organization Name:			
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		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 type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input checked="" type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Pop-up market event featuring vendors selling vintage goods from 10x10 tents.	
Time of Event:	Date: 10/20/23      Start: 4pm	Date: 10/20/23      End: 9pm
Setup/Teardown time Needed	Date: 10/20/23      Start: 2pm	Date: 10/20/23      End: 10pm
Calendar Day of Week:	Friday	
Description of Event:	<p>Per usual we would have a very simple set up of vendors along the street. We would not block entrances to any surrounding business, nor would we have any loud music.</p> <p>We require our vendors to park at least 2 city blocks from the event to prevent parking congestion.</p> <p>Our set-up and tear down process is very straightforward.</p>	
Expected Number of Participants:	40	Expected # of vehicles (Use of Parking Spaces to close): N/A

### 4. IF YOUR EVENT IS A **NEIGHBORHOOD BLOCK PARTY**, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<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>• 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 (where type 3 barricades will be placed)</li> </ul>
<input checked="" type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> <li>• Determine if No Parking Signs will be required</li> </ul>
<input type="checkbox"/>	Noise Permit application



**5. 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 type="checkbox"/>	<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <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 (i.e.: 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 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 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. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required      * Determine if Barricades will be required</p>
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**6. 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"/>	<p>A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)</p> <p>The starting point shall be clearly marked</p> <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"/>	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required      * Determine if Barricades will be required</p>
<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"/>	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)



## 7. CHECKLIST

<input type="checkbox"/>	Determine 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)Waste and Recycling Plan (if applicable)</li> <li><input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> <li><input type="checkbox"/> For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist</li> </ul>
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<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"/>	If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application)

## FOR CITY OF BLOOMINGTON USE ONLY

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Engineering		
	Transit		
	Office of the Mayor		
	Utilities		
	Public Works		
	Board of Public Works		





## NOISE PERMIT

City of Bloomington  
401 N. Morton St., Suite 120  
Bloomington, Indiana 47404  
812-349-3411

### 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) 349-3411 or [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov)

### Event and Noise Information

Name of Event:				
Location of Event:				
Date of Event:		Time of Event:	Start:	
Calendar Day of Week:			End:	
Description of Event:				
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:		

### Applicant Information

Name:			
Organization:		Title:	
Physical Address:			
Email Address:		Phone Number:	
Signature:		Date:	

### FOR CITY OF BLOOMINGTON USE ONLY

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

#### BOARD OF PUBLIC WORKS

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elizabeth Karon, Vice-President

\_\_\_\_\_  
Jenifer Lloyd, Secretary



# Waste and Recycling Management Plan Template

Event name: \_\_\_\_\_

Number of expected attendees: \_\_\_\_\_

Number of food vendors: \_\_\_\_\_

Number of other vendors: \_\_\_\_\_

**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.

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.

**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.

**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.

**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.



Hey Friends and Neighbors,

We are writing to notify you that we will be hosting a pop-up market event on the evening of Friday, October 20<sup>th</sup> on N Madison between 10<sup>th</sup> and 11<sup>th</sup> from 2pm – 10pm (including set-up and break down time).

We will have minimal speaker music during this time and, as always, plan for this to be a mellow event that will benefit small businesses in the Bloomington area!

Please feel free to reach out to me (Beck Holladay, event director) at [sixwaysmarkets@gmail.com](mailto:sixwaysmarkets@gmail.com) at ANY time if you have any questions or concerns at all.

We hope to see you there!

Best,  
Beck







**BOARD OF PUBLIC WORKS  
RESOLUTION 2023-70**

**POP-UP MARKET**

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

WHEREAS, Six Ways Markets is organizing a Pop-Up Market, to take place on Friday, October 20, 2023 and

WHEREAS, Six Ways Markets has requested that the Board of Public Works allow them to close Madison Street between 10<sup>th</sup> and 11<sup>th</sup> Streets to host a Pop-Up Market; and

WHEREAS, Six Ways Markets has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided that:

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that Six Ways Markets may close Madison Street between 10<sup>th</sup> and 11<sup>th</sup> Streets to host a Pop-Up Market from 2:00 p.m. until 10 p.m. on Friday, October 20, 2023 for the purpose of staging a pop-up market for the general public.
3. Six Ways Markets shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Six Ways Markets shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department.
5. Six Ways Markets shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Six Ways Markets agrees no closure shall occur before 2 p.m. on Friday, October 20, 2023, and remove barricades by 10:00p.m.on Friday, October 20, 2023.
6. The City of Bloomington will provide and set up jersey style water filled barricades not before 2 p.m. on Friday, October 20, 2023. Jersey style water filled barricades will be removed as part of clean-up.



7. Six Ways Markets will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event.
8. Six Ways Markets shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. Six Ways Markets shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
10. In consideration for the use of the City’s property and to the fullest extent permitted by law, Six Ways Markets, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
11. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 10TH DAY OF OCTOBER, 2023.

BOARD OF PUBLIC WORKS:

SIX WAYS MARKETS:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Jane Kupersmith, Secretary

\_\_\_\_\_  
Date





## Board of Public Works Staff Report

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**Project/Event:** Outdoor Lighting Service Agreements with Duke Energy

**Petitioner/Representative:** Department of Public Works

**Staff Representative:** Christina Smith

**Meeting Date:** October 10, 2023

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Department of Public Works (DPW) received notification from Duke Energy that the street lighting system within Wingfield Subdivision is at the end of its life and needs to be replaced.

Staff requested and received an outdoor lighting service agreement to effectively illuminate the public right-of-way. All of the associated costs with this new lighting system will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

**Summary: Wingfield Subdivision**

Locations: Along S Wingfield Dr & E Breckenmore Dr  
Fixtures: 8 New 50W LED Traditional Fixtures with a Black Finish  
Fixture Temp: 3,000 Kelvin (Soft Yellow Illumination Pattern)  
Poles: 8 New Aluminum Poles with a Black Finish  
Funding: Local Roads and Streets Fund  
Est. Charges: \$159.68 (Monthly); \$1,916.16 (Annually)

---



## City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$1,916.16/annual &  
\$159.68/month

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

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

	Yes	No		Yes	No
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)	<input 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:

Duke Energy is a sole source provider for street light installation within the public right of way. The City leases street lights from Duke Energy and pays for the installation costs, energy, and maintenance costs with Duke providing the maintenance services. The City does not have the labor force or equipment necessary to provide maintenance services for over 3,000 street lights within the public right of way.

Christina Smith

Project Coordinator

Department of Public Works

Print/Type Name

Print/Type Title

Department





## IN01 LIGHTING SERVICE AGREEMENT

Customer Information:  
EAST WINGFIELD  
smithc@bloomington.in.gov

Project Information:  
CITY OF BLOOMINGTON  
BLOOMINGTON Indiana 46151-5847

Account Number:  
9101 2296 7885

WorkOrderNumber:  
49589971

Duke Energy Representative Contact Info: Craig  
Barker

This Lighting Service Agreement is hereby entered into this 10th day of October, 2023, between Duke Energy (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

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

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated *by either party upon written notice 22 days prior to termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Duke Energy Representative Craig Barker

Date Signed 9/13/2023

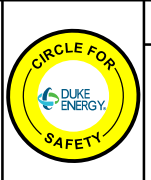
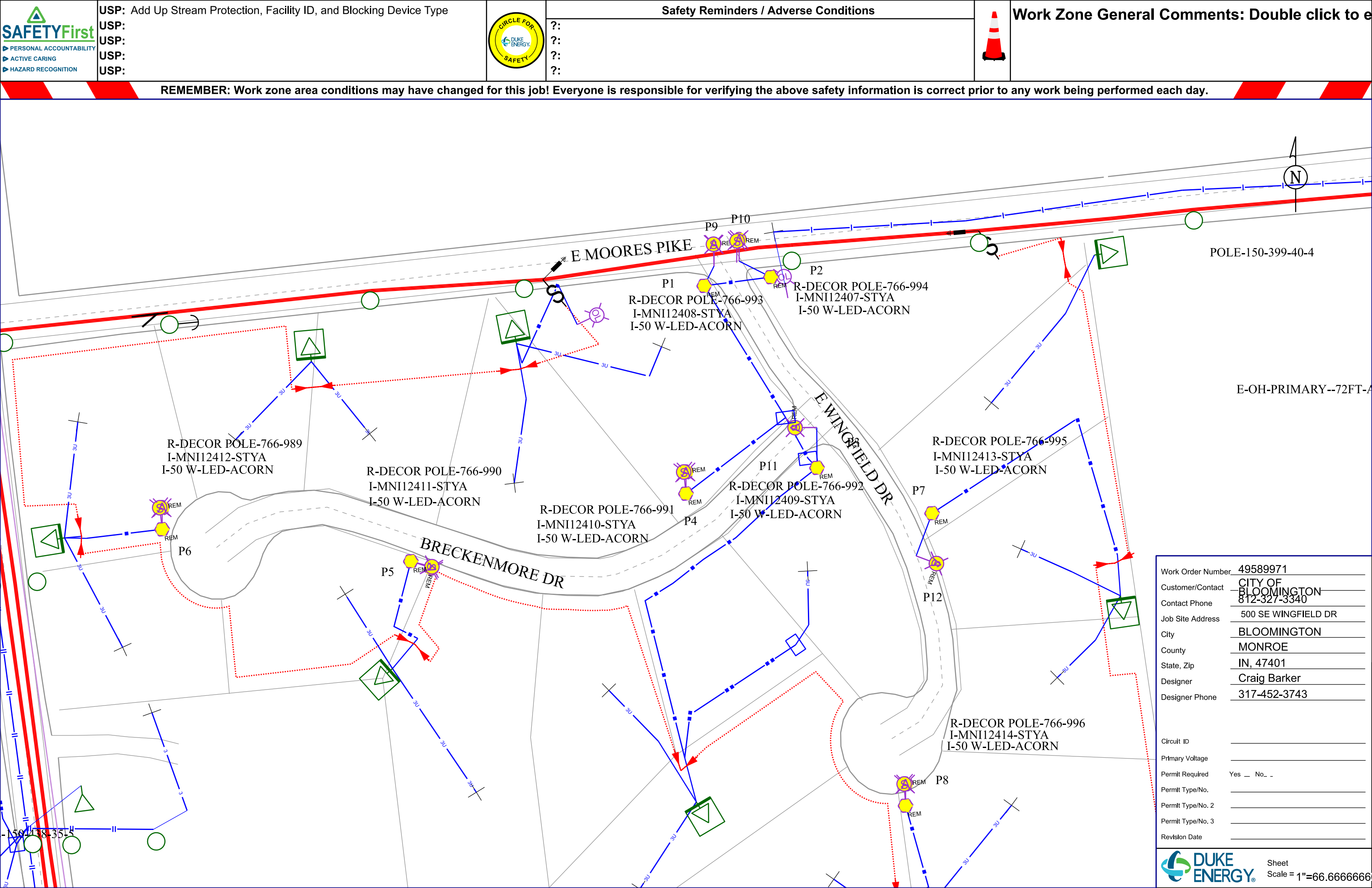


Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	159.68	0.00	19161.60	159.68

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	008	Light Pole Style A Direct Buried Aluminum 15 foot long	6.40	0.00	0.00	6.40	51.20
R	008	Light Pole Style A Direct Buried Aluminum 15 foot long	0.00	0.00	0.00	0.00	0.00
I	008	Light Fixture Acorn LED 50W Black Type III 3000K	10.29	2.05	1.22	13.56	108.48
		<b>Rental, Maintenance, F&amp;E Totals:</b>	\$133.52	\$16.40	\$9.76		
		<b>Estimated Change to Base Monthly Charge Total</b>					\$159.68

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





REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

Work Order Number	49589971
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	500 SE WINGFIELD DR
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	





## Board of Public Works Staff Report

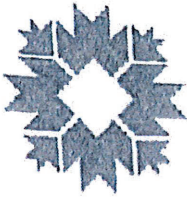
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<b>Project/Event:</b>	Addendum to Kinser Pike Gas Replacement Request
<b>Staff Representative:</b>	Alex Gray
<b>Petitioner/Representative:</b>	Centerpoint/ CASE
<b>Date:</b>	October 10 <sup>th</sup> , 2023

---

**Report:** The Board of Public Works received a request from Centerpoint about gas replacement work along N Kinser Pike on May 23<sup>rd</sup>, 2023, and this request is for additional time for restoration work that is required along the Kinser Pike roadway. The restoration work will require a rolling lane closure for October 12<sup>th</sup> and October 13<sup>th</sup> while MCCSC and IU are on Fall Break. A sidewalk closure will also be required, but will occur on October 9<sup>th</sup> through October 11<sup>th</sup>. The restoration work will include milling and repaving of primarily the southbound lane of Kinser Pike with some additional repaving along the northbound lane. It will also include the replacement of several sidewalk panel sections and driveways on the east side of Kinser Pike. The original request was for lane closures that were from May 5/30/2023 to 7/28/2023 around the time of W 17<sup>th</sup> St road closure.






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

☐ ROW EXCAVATION ☐ ROW USE  
ADDRESS OF ROW ACTIVITY: \_\_\_\_\_

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

Phone: (812) 349-3423  
Fax: (812) 349-3520  
Email: [planning@bloomington.in.gov](mailto:planning@bloomington.in.gov)

<b>A. APPLICANT/AGENT INFORMATION:</b> APPLICANT NAME: <u>Miller Pipeline</u> E-MAIL: <u>David.Hudson@millerpipeline.com</u> COMPANY: <u>Miller Pipeline</u> ADDRESS: <u>1762 Graham Rd</u> CITY, STATE, ZIP: <u>Franklin IN 46131</u> 24-HR EMERGENCY CONTACT NAME: <u>David Hudson</u> 24-HR CONTACT PHONE #: <u>317-509-1095</u> INSURANCE #: <u>MN473422-20</u> COMPANY: <u>Old Republic</u> BOND #: <u>105764323</u> COMPANY: <u>Travelers</u> <small>* INSURANCE &amp; BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>		<b>D. TRAFFIC CONTROL DEVICES*:</b> <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*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.</small>	
<b>B. WORK DESCRIPTION:</b> <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____ <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>		<b>E. METERED PARKING SPACES NEEDED:</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>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</small>	
<b>C. RIGHT OF WAY TO BE USED/CLOSED:</b> STREET NAME 1: <u>Kinzler Pkwy</u> 1ST INTERSECTING STREET NAME: <u>W. Brookdale Dr.</u> 2ND INTERSECTING STREET NAME: <u>17th St</u> <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>5-30-23</u> END DATE: <u>7-28-23</u> # OF DAYS*: _____ STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 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"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>		<b>F. IS THIS A</b> <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* <b>PROJECT?</b> PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small>	
<b>G. EXCAVATIONS:</b> SQ FT OF PAVEMENT* EXCAVATIONS: <u>6x6 x 10</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>5x5 x 30</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>3000 FT</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____		 <small>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.</small>	
<b>H. INDEMNIFICATION AGREEMENT:</b> <small>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.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>David Hudson</u> SIGNATURE: <u>[Signature]</u> DATE: _____			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: [Signature] ☒ BPW ☐ City Engineer ☐ Director Date: 5/23/23

Staff Representative: Paul Kehrberg Phone#: 812-360-5473 Date: 5/25/2023



TABLE OF CONTENTS:

COVER

SHEET INFO

1. N KINSER PIKE & W 17TH ST  
2. N KINSER PIKE,  
COLONIAL CREST APT,  
W NORTHLANE DR, COLONIAL  
CREST RD, W AMARYLLIS DR &  
W BROOKDALE DR  
PDR

IN-BLOOMINGTON-N-X-10005-MODERNIZATION



LEGEND

PROPOSED GAS MAIN	ROAD CENTERLINE
PROPOSED GAS SERVICE	EASEMENT LINE
RETIRED GAS	ROW
EXISTING GAS MAIN	EXISTING PAVEMENT
EXISTING GAS SERVICE	CABLE/TELEPHONE LINE
GAS VALVE	FIBER OPTIC
NON-CRITICAL GAS VALVE #	U.G. ELECTRIC LINE
CRITICAL GAS VALVE #	OVERHEAD ELECTRIC
	WATER MAIN
	STORM LINE
	SANITARY LINE

CONTRACTOR:  
CREW LEADER:  
VECTREN INSPECTOR:  
PROJECT START DATE:  
INSERVICE DATE:  
COMPLETION DATE:  
PROPOSED MAOP:  
60 PSIG  
SYSTEM MAOP:  
45 PSIG  
SYSTEM NOP:  
40 PSIG  
DIVISION:  
VEDI-SE  
OPERATING CENTER:  
BLOOMINGTON  
CITY:  
BLOOMINGTON  
STATE:  
IN  
COUNTY:  
MONROE  
GIS GRID:  
168-206  
LATITUDE:  
39.180918  
LONGITUDE:  
-86.537719  
DESIGNER:  
JM (ENE)  
DATE:  
06-21-2022  
REVISION DATE:  
-  
ORACLE PROJECT NUMBER:  
-  
SAP NUMBER:  
98783127  
DRAWING TITLE:  
SHEET INFO

MOD N-X-10005

FOR  
CONSTRUCTION

PREPARED BY:  
**ENEngineering**  
28100 TORCH PARKWAY  
WARRENVILLE, IL. 60555  
TEL. 630-353-4000  
FAX 630-353-7777  
WWW.ENENGINEERING.COM

SYMBOLS LEGEND

GAS REGULATION	ELECTRIC MANHOLE
GAS METER	STORM INLET
TREE/BUSH	WATER MANHOLE
TRAFFIC CONTROL	FIRE HYDRANT
LIGHT POLE	FIBER OPTIC MANHOLE
TELEPHONE/CABLE MANHOLE	UTILITY POLE

RESTORATION TOTAL

TYPE	ESTIMATE	ACTUAL	UoM
HARD SURFACE SPOT HOLES	26		EACH
COLD MIX	229		SF
ASPHALT	1296		SF
SAND	55		CY
GRAVEL	112		CY
FLOWABLE FILL	24		CY
SIDEWALK PANELS	152		EACH
ADA RAMPS	-		EACH
SEED AND STRAW	535		SF

QUANTITIES REVIEW

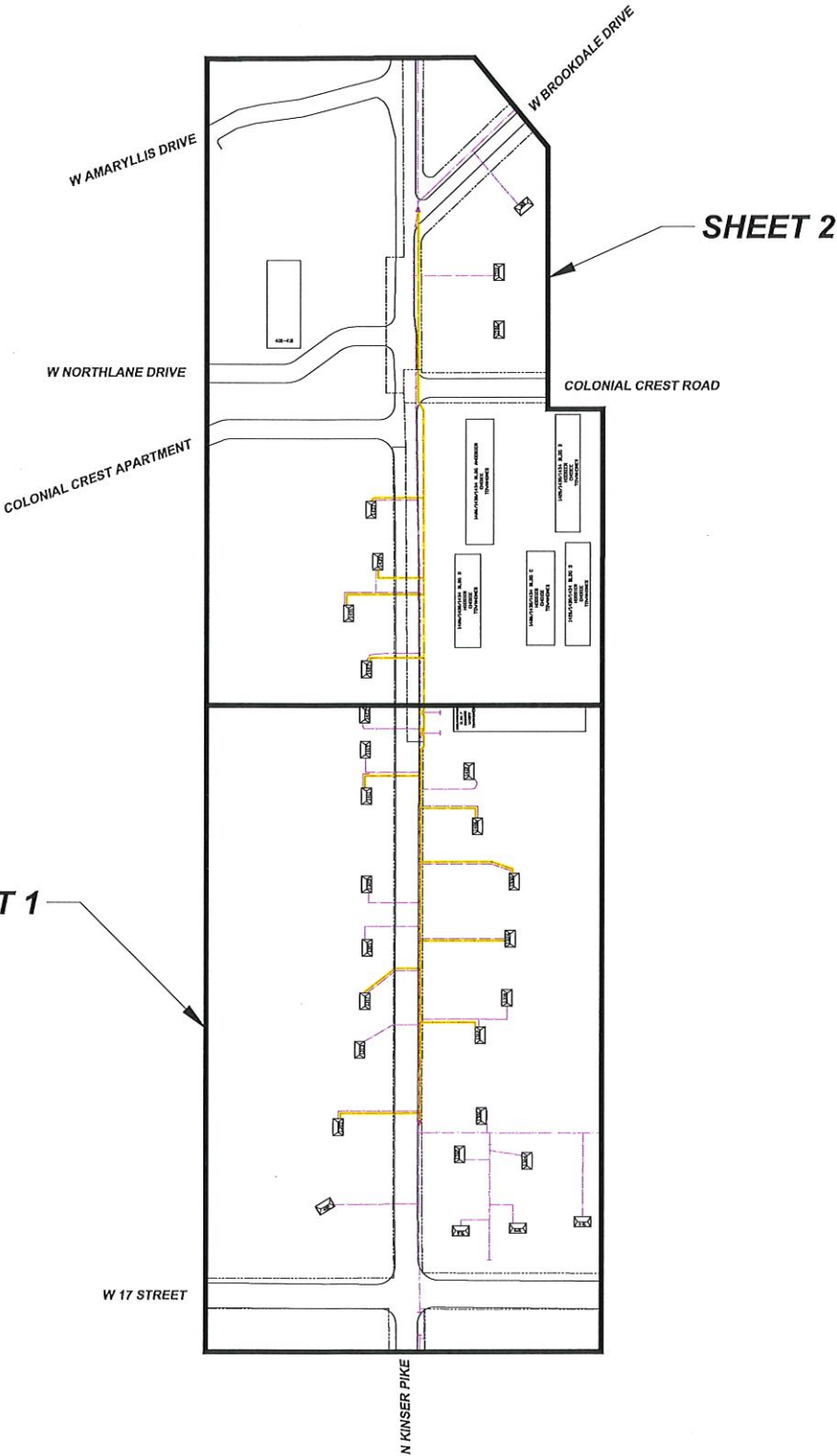
INSPECTOR/ CREW LEAD SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
OPERATIONS SUPERVISOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ESTIMATED PIPE QUANTITIES

SEGMENT	INSTALL: SIZE, MATERIAL	LENGTH	RETIRE: SIZE, MATERIAL	LENGTH	SERVICES	MOVE OUTS
N-X-10005-1	4" MP PL	1265'	4" MP STL	1265'	19	-
TOTAL		1265		1265	-	-
PIPE RETEST/ELEVATE TOTAL		----		-----		

PROJECT INFORMATION

ANY AND ALL CHANGES IN CONSTRUCTION  
FROM THE PDR VERSION MUST BE  
APPROVED BY THE ENGINEER ASSIGNED.

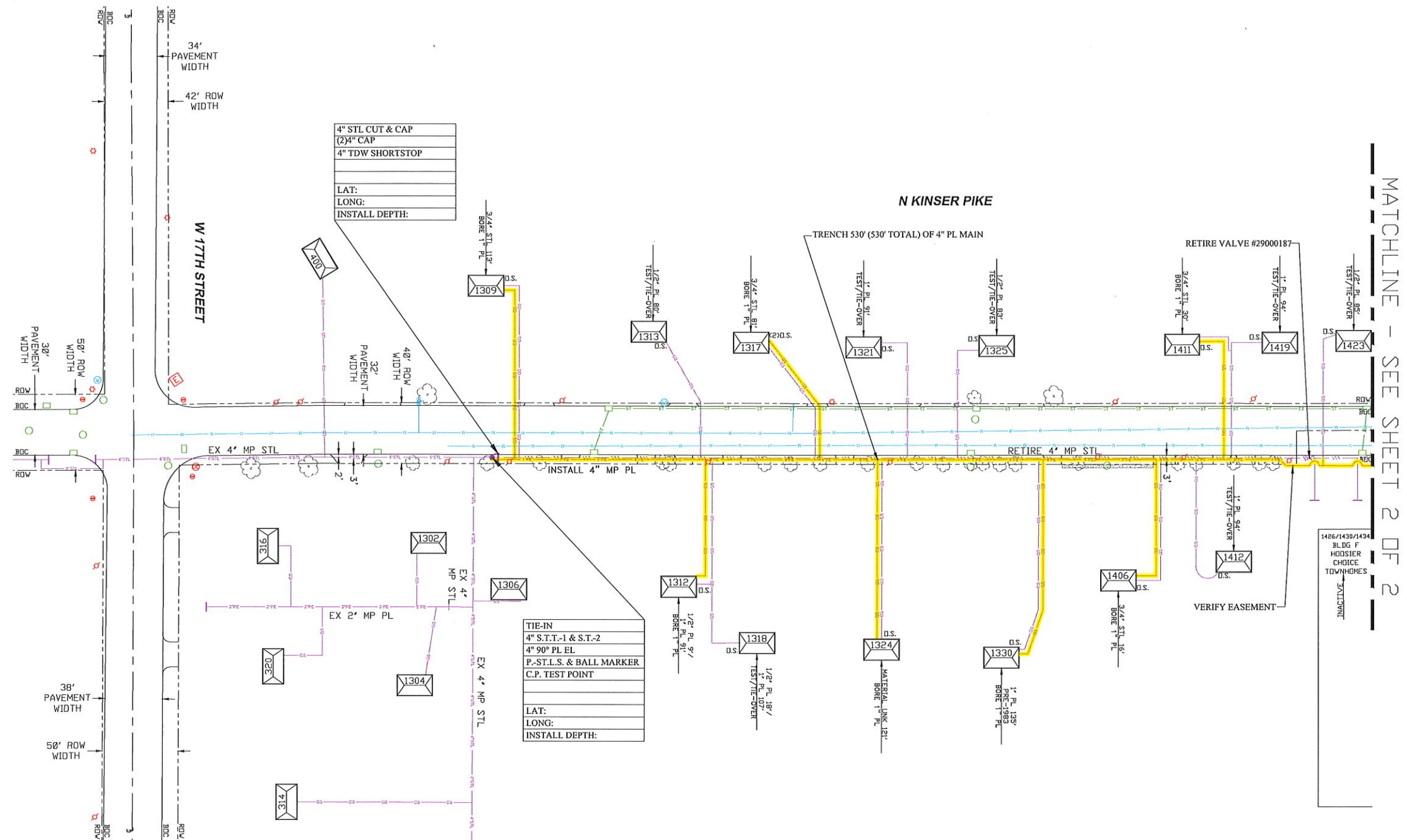




- PROPOSED GAS MAIN
- PROPOSED GAS SERVICE
- RETIRED GAS
- EXISTING GAS MAIN
- EXISTING GAS SERVICE
- GAS VALVE
- NON-CRITICAL GAS VALVE #
- CRITICAL GAS VALVE #

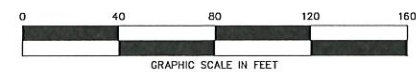
- = ROAD CENTERLINE
- = EASEMENT LINE
- = ROW
- = EXISTING PAVEMENT
- = CABLE/TELEPHONE LINE
- = FIBER OPTIC
- = U.G. ELECTRIC LINE
- = OVERHEAD ELECTRIC
- = WATER MAIN
- = STORM LINE
- = SANITARY LINE

SHEET 1 of 2



PIPE INSTALLATION					PIPE RETIREMENT			SERVICES		
ACTUAL										
SIZE/STREET NAME	ESTIMATE	INSERT	BORE	TRENCH	SIZE	ESTIMATE	ACTUAL	SIZE	ESTIMATE	ACTUAL
INSTALL 4" MP PL ON N KINSER ST	580'				4" MP STL	580'		TIE-OVER (LONG SIDE)	5	
								TIE-OVER (SHORT SIDE)	2	
								INSERT (LONG SIDE)	-	
								INSERT (SHORT SIDE)	-	
								TRENCH (LONG SIDE)	-	
								TRENCH (SHORT SIDE)	-	
								BORE (LONG SIDE)/PLOW	3	
								BORE (SHORT SIDE)/PLOW	4	
								FIELD INVESTIGATE	-	
								METER MOVEOUTS	-	
								METERS REPLACED	----	
								SERVICES RETIRED	----	
SHEET TOTAL	580'				SHEET TOTAL	580'			14	

1. EXISTING UTILITY AND ROADWAY INFORMATION SHOWN IS APPROXIMATE. VERIFY ACTUAL LOCATION PRIOR TO CONSTRUCTION.
2. ALL PIPE IS ASSUMED TO BE INSTALLED BY HDD UNLESS OTHERWISE INDICATED ON PLANS.
3. LOCATION OF PROPOSED MAIN HAS BEEN APPROVED BY THE ENGINEERING DEPARTMENT.
4. "FIELD INVESTIGATE" - CONSTRUCTION CREW MUST FIELD VERIFY EXISTING SERVICE INFORMATION PRIOR TO NEW SERVICE INSTALLATION.
5. CONSTRUCTION CREW TO AVOID DISTURBANCE OF ADA RAMP.



- UNLESS NOTED, ALL PLASTIC PIPE MATERIAL IS ASTM D 2513 MDPE 2708 OR HDPE 4710
- UNLESS NOTED, ALL STEEL PIPE MATERIAL IS API 5LX52.

WARRENVILLE, IL. 60555  
TEL. 630-353-4000  
FAX 630-353-7777



## LEGEND

PROPOSED GAS MAIN	EXISTING GAS MAIN
PROPOSED GAS SERVICE	EXISTING GAS SERVICE
RETIRED GAS	EXISTING GAS VALVE
EXISTING GAS MAIN	NON-CRITICAL GAS VALVE #
EXISTING GAS SERVICE	CRITICAL GAS VALVE #
ROAD CENTERLINE	ROAD CENTERLINE
EASEMENT LINE	EASEMENT LINE
ROW	ROW
EXISTING PAVEMENT	EXISTING PAVEMENT
CABLE/TELEPHONE LINE	CABLE/TELEPHONE LINE
FIBER OPTIC	FIBER OPTIC
U.G. ELECTRIC LINE	U.G. ELECTRIC LINE
OVERHEAD ELECTRIC	OVERHEAD ELECTRIC
WATER MAIN	WATER MAIN
STORM LINE	STORM LINE
SANITARY LINE	SANITARY LINE

CONTRACTOR:

CREW LEADER:

VECTREN INSPECTOR:

PROJECT START DATE:

INSERVICE DATE:

COMPLETION DATE:

PROPOSED MAOP:  
60 PSIGSYSTEM MAOP:  
45 PSIGSYSTEM NOP:  
40 PSIG

DIVISION:

VEDI-SE

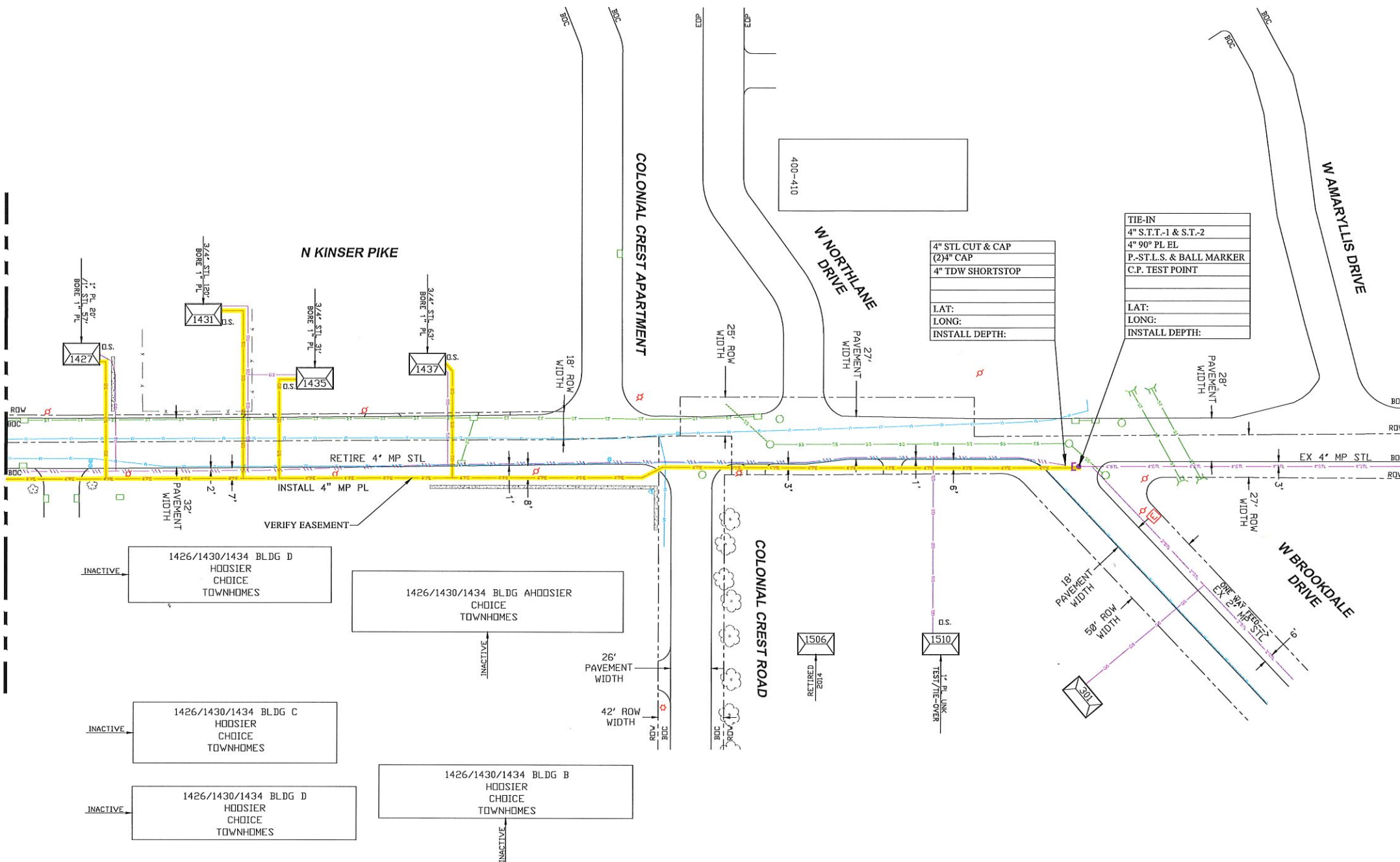
OPERATING CENTER:  
BLOOMINGTONCITY:  
BLOOMINGTONSTATE:  
INCOUNTY:  
MONROEGIS GRID:  
168-206LATITUDE:  
39.180918LONGITUDE:  
-86.537719DESIGNER:  
JM (ENE)DATE:  
06-21-2022

REVISION DATE:

ORACLE PROJECT NUMBER:

SAP NUMBER:  
98783127DWG NUMBER:  
SHEET 2 of 2

MATCHLINE - SEE SHEET 1 OF 2

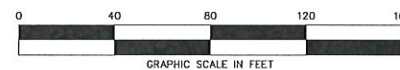


## WORK ORDER QUANTITIES (THIS SHEET)

PIPE INSTALLATION					PIPE RETIREMENT			SERVICES		
SIZE/STREET NAME	ESTIMATE	INSERT	ACTUAL		SIZE	ESTIMATE	ACTUAL	SIZE	ESTIMATE	ACTUAL
			BORE	TRENCH						
INSTALL 4" MP PL ON N KINSER ST	685'				4" MP STL	685'		TIE-OVER (LONG SIDE)	1	
								TIE-OVER (SHORT SIDE)	1	
								INSERT (LONG SIDE)	-	
								INSERT (SHORT SIDE)	-	
								TRENCH (LONG SIDE)	-	
								TRENCH (SHORT SIDE)	-	
								BORE (LONG SIDE)/PLOW	3	
								BORE (SHORT SIDE)/PLOW	-	
								FIELD INVESTIGATE	-	
								METER MOVEOUTS	-	
								METERS REPLACED	----	
								SERVICES RETIRED	----	
SHEET TOTAL	685'				SHEET TOTAL	685'			5	

## NOTES:

- EXISTING UTILITY AND ROADWAY INFORMATION SHOWN IS APPROXIMATE. VERIFY ACTUAL LOCATION PRIOR TO CONSTRUCTION.
- ALL PIPE IS ASSUMED TO BE INSTALLED BY HDD UNLESS OTHERWISE INDICATED ON PLANS.
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- UNLESS NOTED, ALL STEEL PIPE MATERIAL IS API 5LX52.

MOD N-X-10005

FOR  
CONSTRUCTION

PREPARED BY:  
**ENEngineering**  
28100 TORCH PARKWAY  
WARRENVILLE, IL. 60555  
TEL. 630-353-4000  
FAX 630-353-7777  
WWW.ENENGINEERING.COM





## Board of Public Works Staff Report

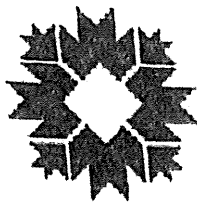
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<b>Project/Event:</b>	Addendum to E 13 <sup>th</sup> St Gas Replacement Request
<b>Staff Representative:</b>	Alex Gray
<b>Petitioner/Representative:</b>	Centerpoint / CASE
<b>Date:</b>	October 10 <sup>th</sup> , 2023

---

**Report:** The Board of Public Works received a request from Centerpoint about gas replacement work along E 13<sup>th</sup> St on May 9<sup>th</sup>, 2023, and this request is for additional time for restoration work that is required along the E 13<sup>th</sup> St roadway. The restoration work will require a rolling lane closure for October 10<sup>th</sup> and October 11<sup>th</sup>. The restoration work will include milling and repaving of primarily the westbound lane of E 13<sup>th</sup> St with some additional repaving along the eastbound lane. The original request was for lane closures that were from May 5/15/2023 to 6/30/2023.





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

ROW EXCAVATION ☐ ROW USE

ADDRESS OF ROW ACTIVITY: E 13th St

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

Phone: (812) 349-3423  
Fax: (812) 349-3520

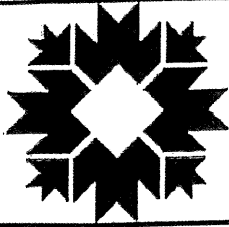
Email: [planning@bloomington.in.gov](mailto:planning@bloomington.in.gov)

<b>A. APPLICANT/AGENT INFORMATION:</b> APPLICANT NAME: <u>Miller Pipeline</u> E-MAIL: <u>David.Hudson@millerpipeline.com</u> COMPANY: <u>Miller Pipeline</u> ADDRESS: <u>1762 Graham Rd</u> CITY, STATE, ZIP: <u>Franklin IN 46131</u> 24-HR EMERGENCY CONTACT NAME: <u>David Hudson</u> 24-HR CONTACT PHONE #: <u>317-509-1095</u> INSURANCE #: <u>MW743422-39</u> COMPANY: <u>W.R. Republic</u> BOND #: <u>105764323</u> COMPANY: <u>Travelers</u> *INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED <b>**SUBCONTRACTOR INFORMATION**</b> (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME:	<b>D. TRAFFIC CONTROL DEVICES*:</b> <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER *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 <b>E. METERED PARKING SPACES NEEDED:</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N 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
<b>B. WORK DESCRIPTION:</b> <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): *EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND <b>C. RIGHT OF WAY TO BE USED/CLOSED:</b> STREET NAME 1: <u>E 13th St</u> 1ST INTERSECTING STREET NAME: 2ND INTERSECTING STREET NAME: <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED START DATE: END DATE: # OF DAYS*:	<b>F. IS THIS A</b> <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* <b>PROJECT?</b> PROJECT NAME: PROJECT #: PROJECT MGR.: PROJECT MGR. #: *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY <b>G. EXCAVATIONS:</b> SQ FT OF PAVEMENT* EXCAVATIONS: <u>2375</u> *PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS SQ FT OF NON-PAVEMENT* EXCAVATIONS: *DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE LINEAL FT OF BORE*: <u>2375</u> *BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS # OF POLE INSTALLATIONS/REMOVAL: SQ FT OF SIDEWALK RECONSTRUCTION*: *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED SQ FT OF SIDEWALK NEW CONSTRUCTION*: *CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE #RESIDENTIAL DRIVEWAY INSTALLATION:
STREET NAME 2: <u>E 14th St</u> 1ST INTERSECTING STREET NAME: 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"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED START DATE: END DATE: # OF DAYS*: *SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> REQUESTED CLOSURE HOURS: <u>7:30</u> AM - <u>5:00</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)	<div data-bbox="909 1354 1096 1459"> <p>Know where before. Call before you dig.</p> </div> <div data-bbox="1104 1354 1429 1459"> <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> </div> <b>H. INDEMNIFICATION AGREEMENT:</b> 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>David Hudson</u> SIGNATURE: <u>[Signature]</u> DATE: <u>5-1-23</u>

For Administration Use Only (applicable to CLOSURE approval)

Approved By: [Signature] ☒ BPW ☐ City Engineer ☐ Director Date: 5/12/2023  
 Staff Representative: Jason Kerr Phone#: 812-349-3913





# City of Bloomington

Public Works Department

401 N Morton Street, Suite 120  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3410  
Fax: (812) 349-3520  
Email: Public.Works@bloomington.in.gov

## Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: E 13th St Indiana Ave N Fair Ln  
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

☐ Complete Street Closure ☒ One Traffic Lane ☐ 2 or more Traffic Lanes ☐ Alley  
☐ Sidewalk/Multiuse Path/Trail ☐ Bike Lane ☐ Parking Lane

Reason for Closure: ☐ Work on Sidewalk/Multiuse Path/Trail ☒ Work in Street  
☐ Loading and Unloading ☒ Utility Work ☐ Special Event ☐ Work on Private Property  
☐ Other: \_\_\_\_\_

Date(s) of Closure: From 5-15-23 To 6-30-23  
> 2 weeks? ☒ Yes ☐ No

Start Time: 7 : 00 (a.m.) / p.m.  
End Time: 5 : 30 a.m. (p.m.)

Overnight Closure Required: ☐ Yes ☒ No

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington Inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to Indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

### Applicant Information:

Name or Organization: Miller Pipeline

Contact Person (Printed Name): David Hudson

Contact Email: David.Hudson@millerpipeline.com Contact Phone No.: 317-509-1095

Signature: [Signature] Date: 5-1-23

### For Administration Use Only

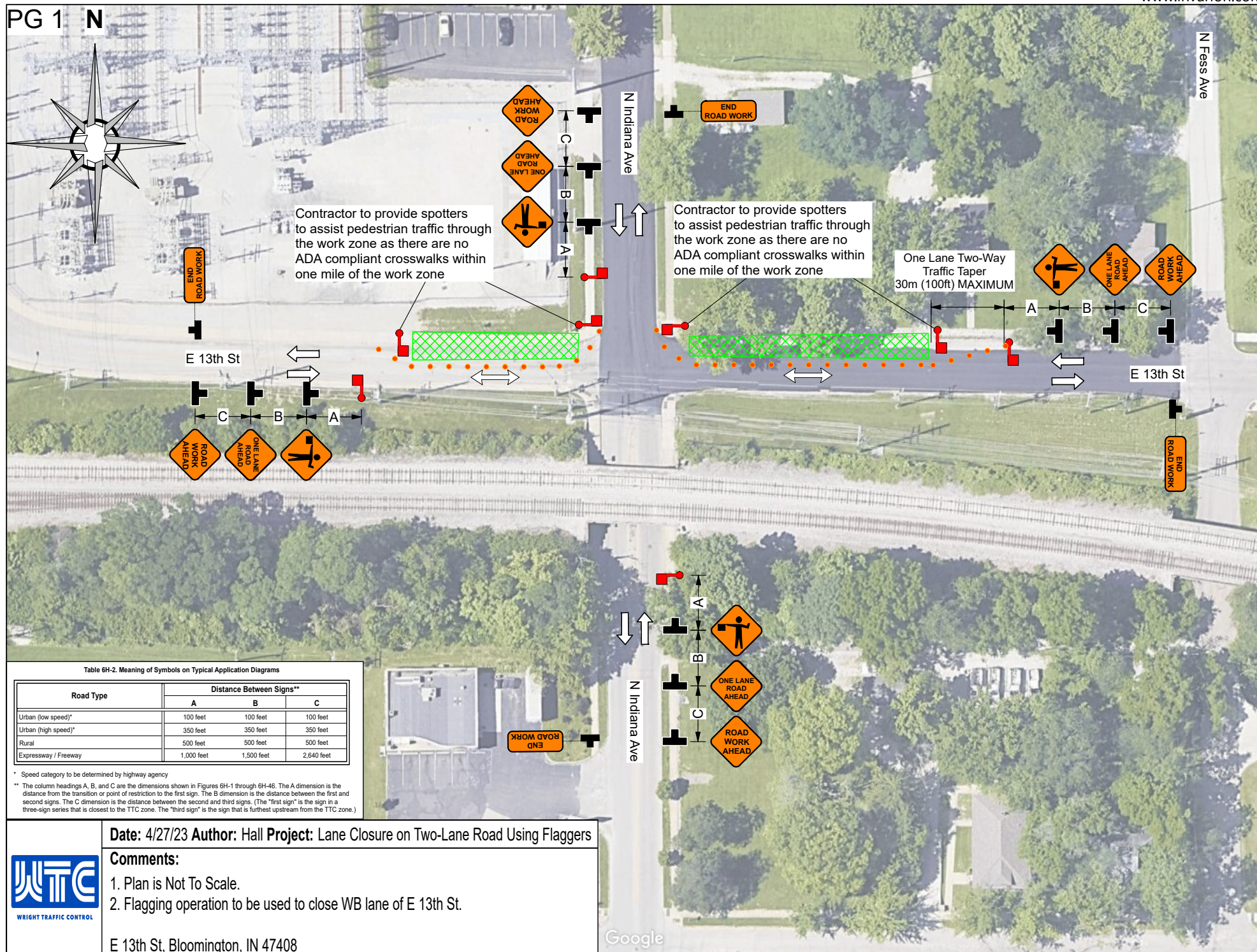
Approved By: [Signature] ☐ BPW ☐ Staff ☐ Director Date: 5/29/23

Staff Representative: Jason Kerr Phone#: 812-349-3913 Date: 05/12/2023

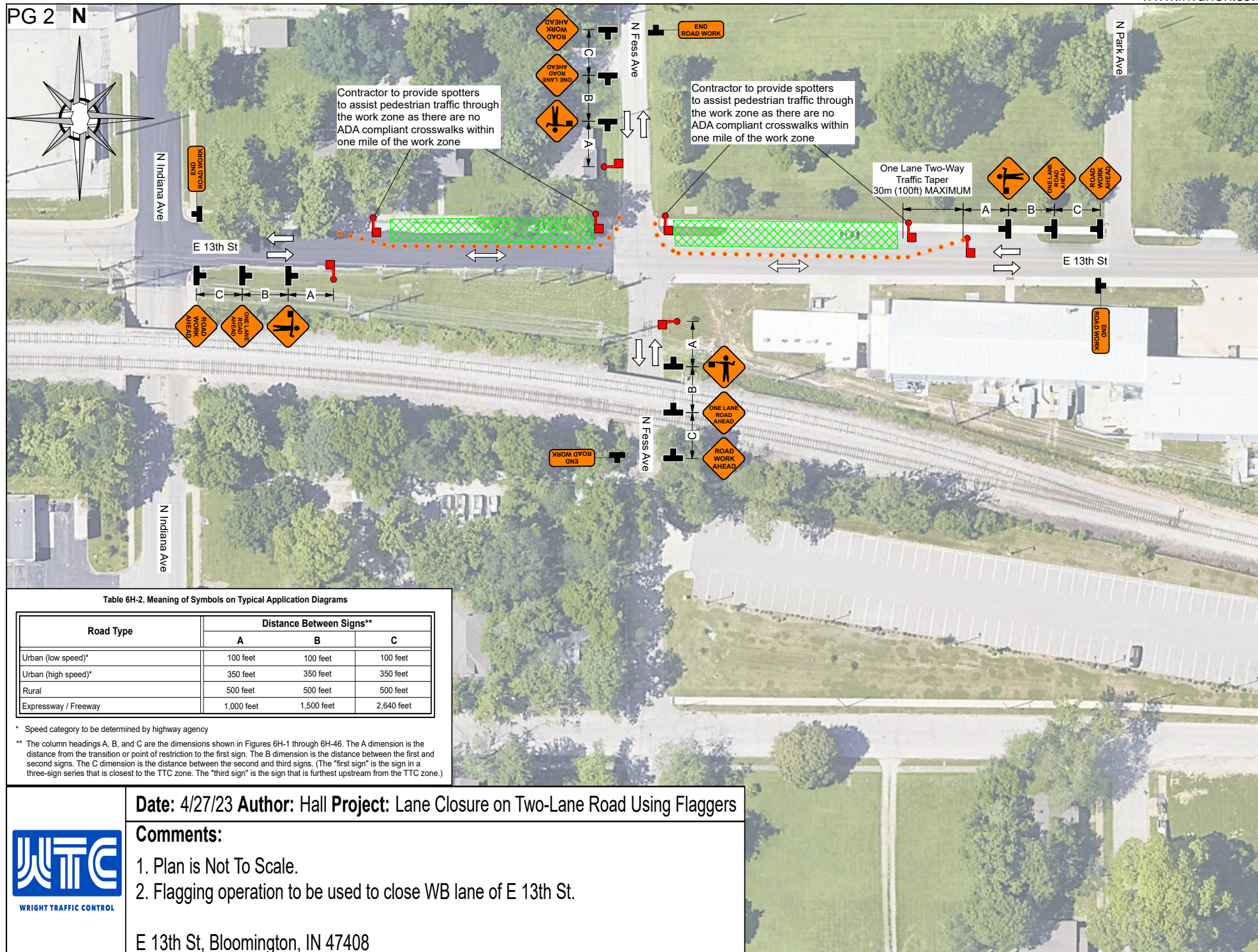
Form Updated 2019-03-14



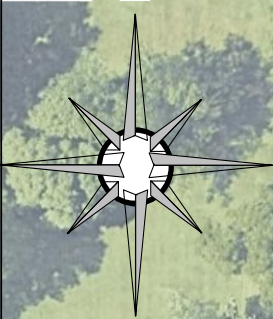
PG 1 N











Date: 4/27/23 Author: Hall Project: Lane Closure on Two-Lane Road Using Flaggers

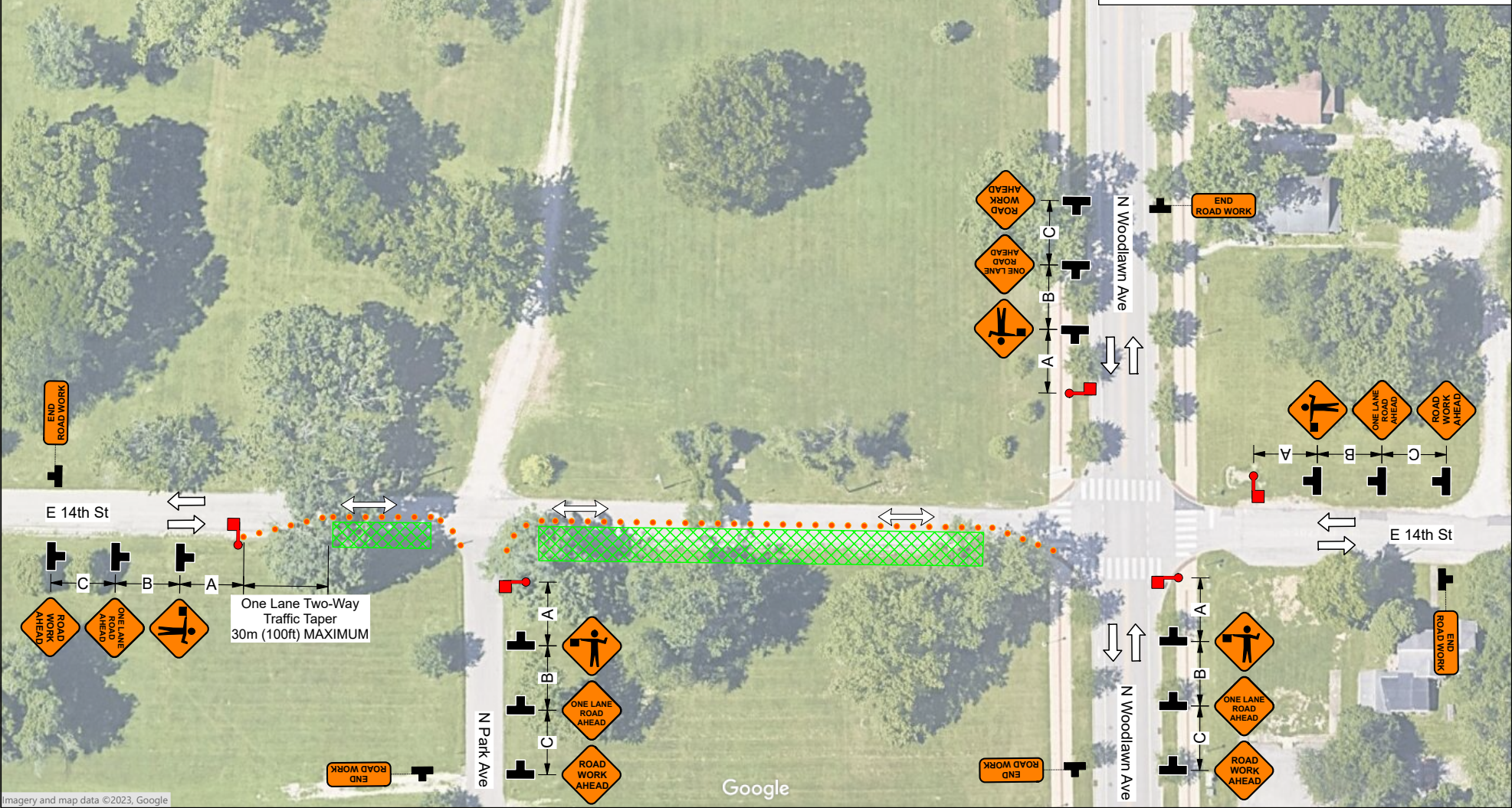
- Comments:
- 1. Plan is Not To Scale.
  - 2. Flagging operation to be used to close EB lane of E 14th St.

E 13th St, Bloomington, IN 47408

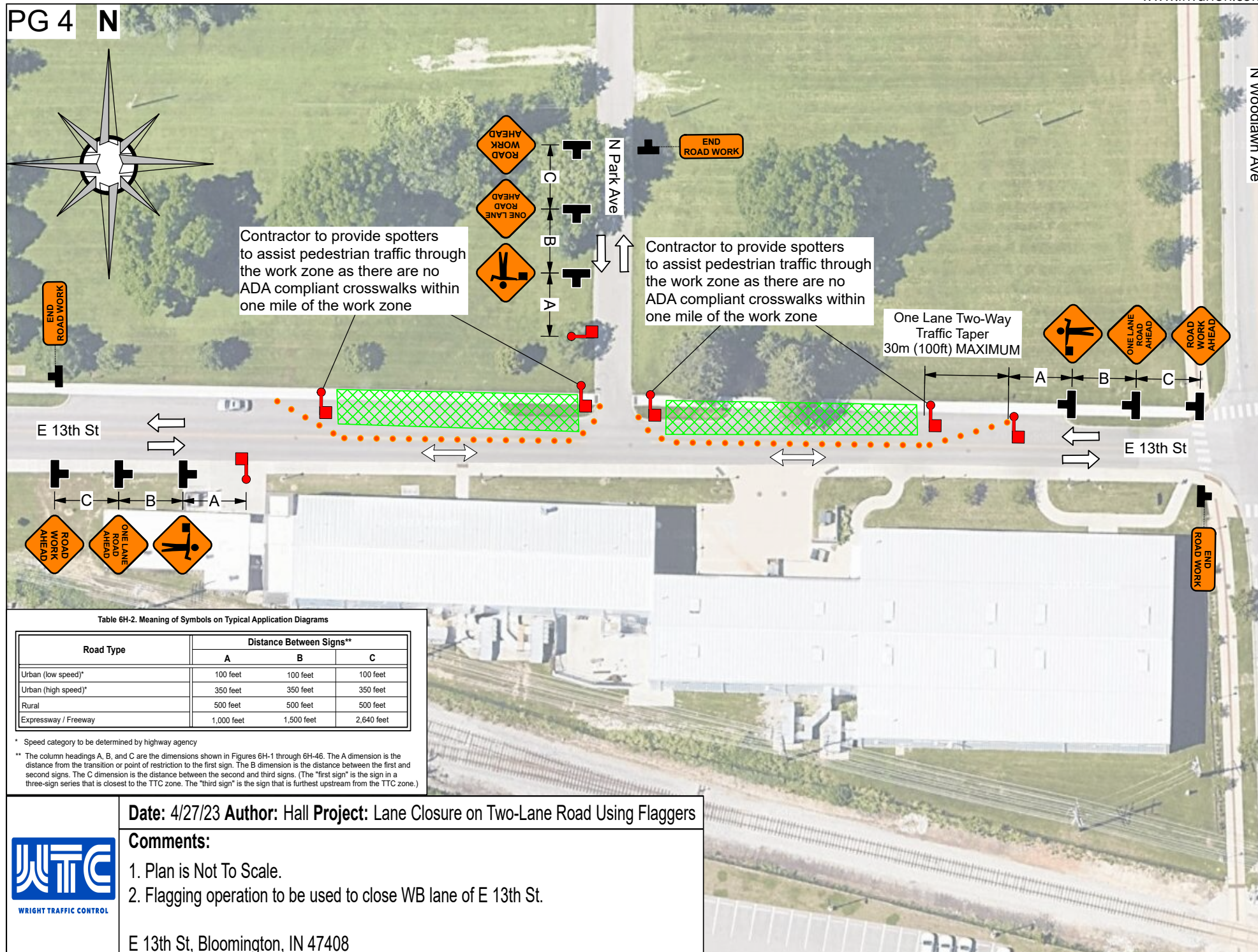
Table 6H-2. Meaning of Symbols on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,040 feet

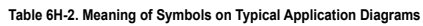
\* Speed category to be determined by highway agency  
\*\* The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)











Road Type	Distance Between Signs**		
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Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

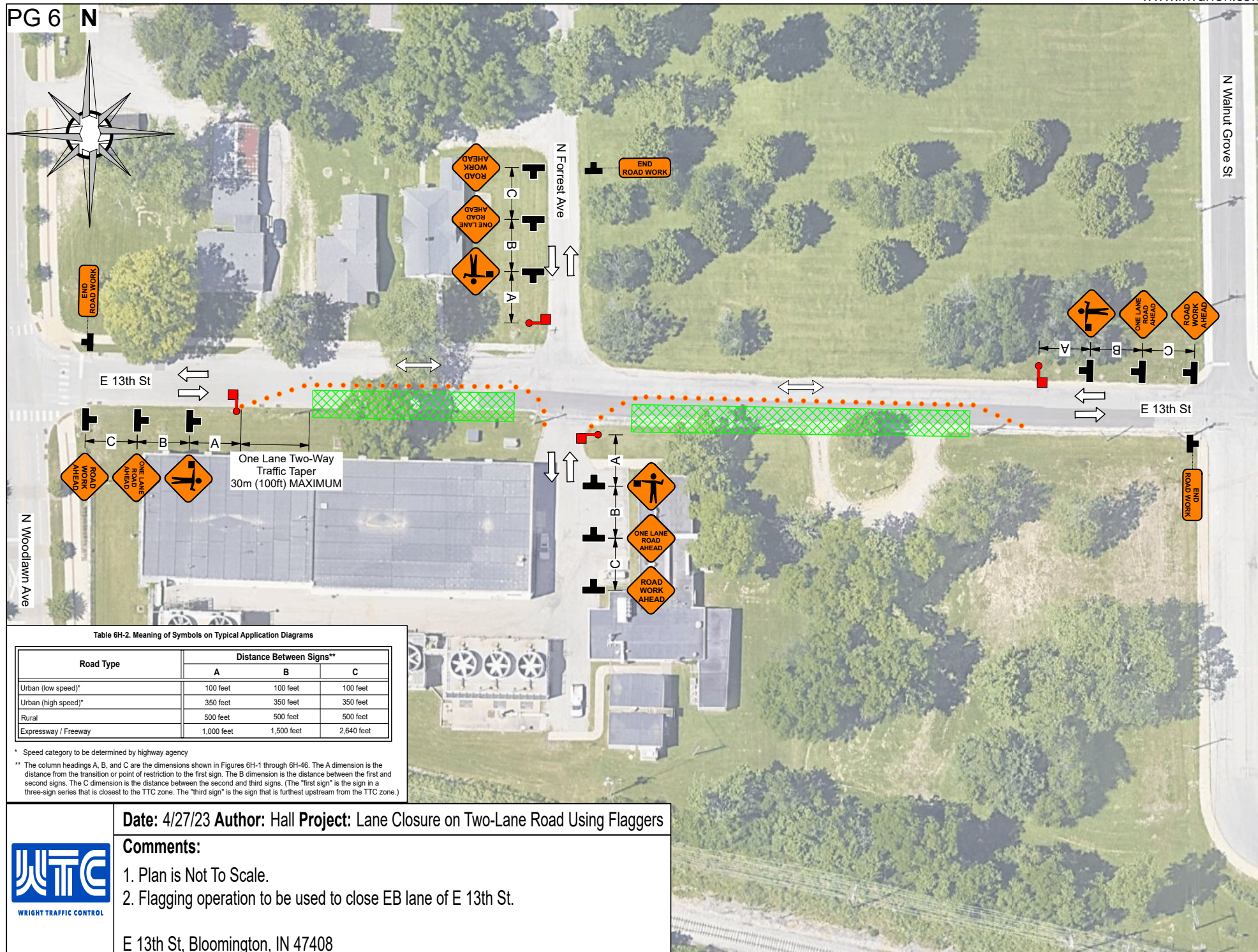
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**Comments:**

- E 13th St, Bloomington, IN 47408



PG 6 N



**Date:** 4/27/23 **Author:** Hall **Project:** Lane Closure on Two-Lane Road Using Flaggers

**Comments:**

1. Plan is Not To Scale.
2. Flagging operation to be used to close EB lane of E 13th St.

E 13th St, Bloomington, IN 47408





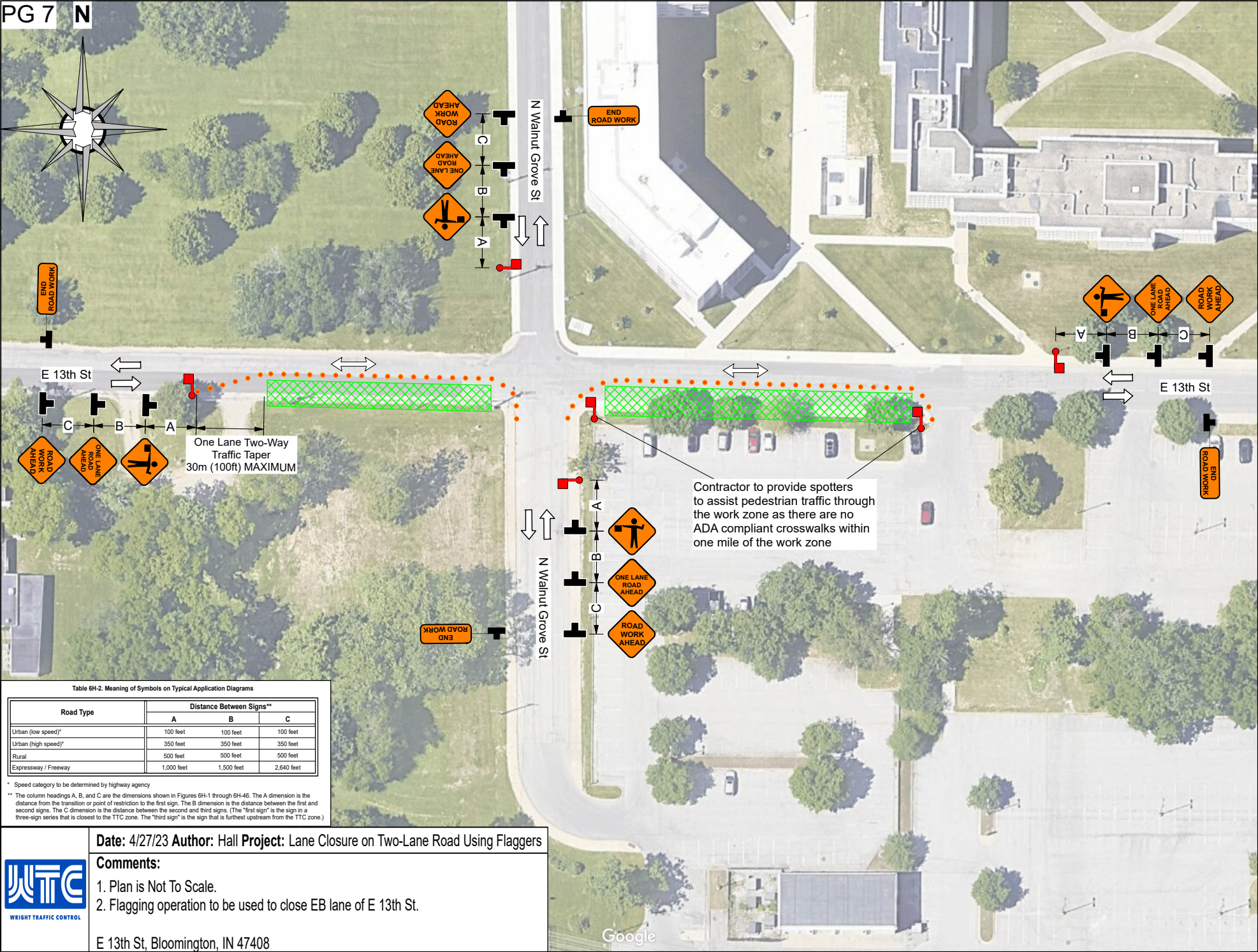



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\* Speed category to be determined by highway agency

\*\* The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)



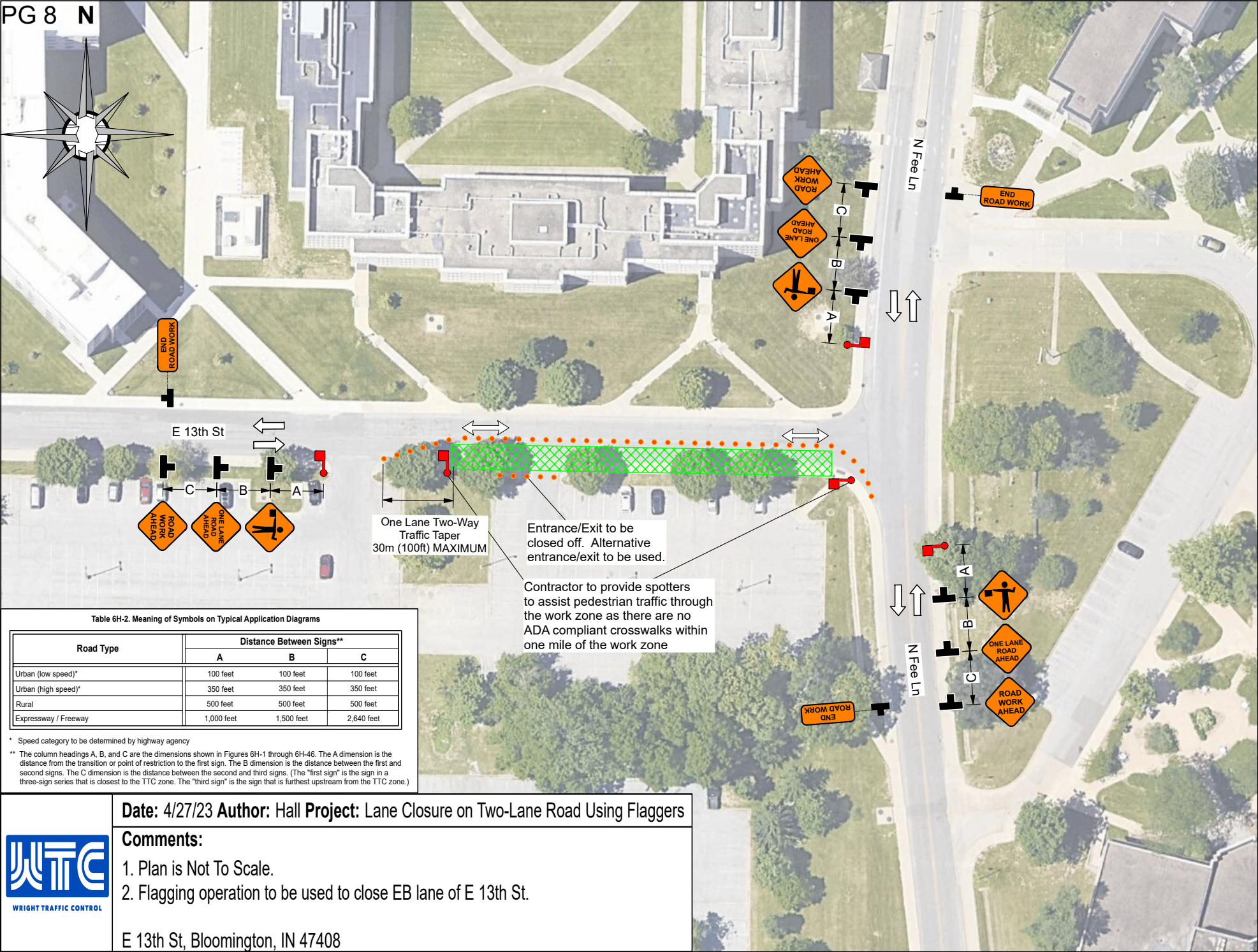
**Date:** 4/27/23 **Author:** Hall **Project:** Lane Closure on Two-Lane Road Using Flaggers

**Comments:**

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E 13th St, Bloomington, IN 47408





Date: 4/27/23 Author: Hall Project: Lane Closure on Two-Lane Road Using Flaggers

Comments:

1. Plan is Not To Scale.
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E 13th St, Bloomington, IN 47408





## REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/6/2023	Payroll				521,694.68
					<u>521,694.68</u>

### ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 521,694.68

Dated this 10th day of October year of 2023.

_____	_____	_____
Kyla Cox Deckard, President	Elizabeth Karon, Vice President	Jane Kupersmith, 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 \_\_\_\_\_





## Memorandum

**TO:** Members of the City of Bloomington Board of Public Works

**FROM:** Beth Cate, Corporation Counsel

**RE:** Professional Services Agreement with Griffin Realty to Assist with the Public Bidding Process for the Sale of the Police Building

**DATE:** October 9, 2023

In conjunction with the renovation of Showers West to house new public safety administration facilities, the Administration is selling the current Police Building located at 220 E. 3rd Street, Bloomington, IN 47401. Per state law, the process for selling this property includes publication of a Notice of Offering of the property, a public bidding period, and consideration of bids received by the Board of Public Works ("BPW").

The BPW may reject all bids received, but if it identifies a bid it wishes the Administration to pursue, then the City would negotiate with the bidder and come back to the BPW as well as City Council for approval of the sale. (Relevant state law requires fiscal body approval – Bloomington's fiscal body is City Council – for sales of real property with an appraised value of at least \$50,000).

At its September 26, 2023 meeting, the BPW approved a Notice of Offering for this building to be published in the Herald Times, which provided a bid period of October 13-December 12, 2023. Per state law, a second Notice will be published at least one week after the first Notice and at least one week before the end of the bid period.<sup>1</sup>

To maximize the potential for the bid process to produce multiple high-quality bids for the BPW's consideration, the Administration proposes to contract with Griffin Realty to have it widely market the availability of the property, handle questions from potential bidders, and assist the BPW and Administration in evaluating bids based on their commercial real estate expertise. State law permits the City to hire Griffin to assist in this way with the sale of the property and to pay them a "reasonable compensation out of the gross proceeds of the sale." Griffin proposes compensation of 4% of the gross proceeds from the sale, which is a reasonable (indeed, low) rate among commercial realtors.

If the bid process fails to produce any bids or the BPW rejects all bids received, state law allows the City to hire a broker to sell the property directly i.e. without further bidding process. Section 2 of the proposed contract reflects this and allows for an amendment in such a case, with no change in compensation.

The Administration selected Griffin Realty as the lowest responsive and responsible firm supplying a quote in response to an Invitation to Quote that the Administration sent to seven firms (in addition to Griffin Realty, ReMax; FC Tucker; Cushman Wakefield; Marcus Millichap; JLL; and Colliers/CBRE)

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<sup>1</sup> Because publication of the first Notice was delayed and will now occur on Wednesday, October 11, a new notice is being submitted to the HT reflecting changed bid period dates (no other changes).



directly as well as asking outside counsel working on property matters to distribute through their networks.

The Invitation to Quote produced two bids, one from Griffin Realty and one from another firm which quoted a compensation rate that was 25-50% higher. Discussions with several other recipients of the Invitation to Quote indicated that they declined to participate because while this sale would involve an extended departure date for BPD to allow time for the Showers West renovations and the move to that facility, it did not include a long-term leaseback of the property and corresponding stream of lease payments that was of most interest to those firms' clients.

Because Mr. Griffin served as Deputy Mayor in 2021-22, the Legal Department including the City Ethics Officer analyzed whether awarding the proposed contract to Griffin Realty would pose ethics/conflict of interest concerns, including concerns about any appearance of impropriety. We concluded that it does not for several reasons including the following:

- The Administration conducted an open Invitation to Quote in which multiple firms were encouraged to bid on providing these services.
- Griffin Realty was selected because it was the lowest responsive and responsible bidder.
- Deputy Mayor Allen recused himself from the selection process in view of his work on Mr. Griffin's recent mayoral campaign.
- Mr. Griffin had no involvement in developing or issuing the Invitation to Quote or the proposed Services contract (other than providing the firm's compensation rate).
- Griffin Realty's 4% commission for all possible realtor expenses is the same rate it uses for all clients and properties, as is publicized on its website: <https://www.leanong.com/sellers/deciding-to-sell/>
- While Mr. Griffin was involved in activities surrounding the acquisition of Showers West and otherwise interacted in various ways with the BPD during his time as Deputy Mayor, he would not have had any unfair advantage or knowledge in bidding to provide consulting services for the Police Building Sale. Key data points needed to market the building – size, location, zoning designation, and need for extended departure date – were available to all those receiving the Invitation to Quote, and all recipients had equal opportunity to ask questions about appraised value etc. (in this regard, Mr. Griffin left the City before appraisals were obtained for this property).



## **Professional Services Agreement**

This Professional Services Agreement is by and between the City of Bloomington, Indiana, on behalf of its Board of Public Works ("BPW") (referred to herein collectively as the "City"), and Griffin Realty ("Contractor"), effective this 10<sup>th</sup> day of October, 2023. The City retains the Contractor on the terms and conditions set forth below:

### **RECITALS**

WHEREAS, the City desires to retain Contractor and Contractor desires to be retained to provide professional property consulting services to the City related to the sale of the current Bloomington Police Department building located at 220 E. Third Street, Bloomington, Indiana 47401, Parcel Number 53-05-33-300-021.00-005, whose Legal Description is 013-68250-02 DON OWENS PT. LOT 2 ("Police Building"); and

WHEREAS, the parties enter this Agreement to set forth the terms and conditions of Contractor's services to the City, and to address certain, specific matters related to such services.

Now, therefore, in exchange for mutual and beneficial consideration, which the parties agree is sufficient, the parties agree to the following terms of this Agreement:

1. **Term of Service.** The term of this Agreement shall begin on the \_\_\_\_ day of October, 2023, and shall continue through December 31, 2023, unless renewed by the parties on mutually agreeable terms.
2. **Duties and Position.** City retains the Contractor to perform consulting services relating to the public offer and bidding process for the sale of the Police Building, as described in Exhibit "A" attached hereto and by reference incorporated herein ("Services"). Contractor shall perform all Services under this Agreement in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards; however, the City shall not unreasonably withhold its approval as to the adequacy of such performance.

It is agreed and understood by the parties that the scope of the Services may be modified as needed to accomplish the goals of the City with respect to disposition of the Police Building and as consistent with applicable law. In accordance with state law, in the event that the property has been up for bid for at least sixty (60) days and either no bids have been received or the Board of Public Works has rejected all bids, the City may amend this Agreement to authorize Contractor to sell the property directly, at a compensation not to exceed the amount provided for in this Agreement.

3. **Compensation.** For and upon performance of the Services, City will pay the Contractor four percent (4%) of the gross proceeds from the sale of the Police Building ("Compensation"). In addition, Contractor shall receive reimbursement for pre-approved actual out-of-pocket expenses incurred by Contractor not including routine, day-to-day office expenses incurred in the normal course. Contractor



shall invoice for Services on a monthly basis, detailing the Services provided, and such invoice shall be paid by the City within forty-five (45) days of the date of such invoice. Unpaid invoices shall accrue interest at the rate of 1.5% monthly until paid in full.

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

a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident (maintained by \_\_\_\_\_ for purposes of this Agreement).

c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.

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

Contractor shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement. In the event Contractor has employees or subcontractors working under this Professional Services Agreement, then in such event, Contractor shall ensure that each person working hereunder is included as insured under any policy held by Contractor.

5. Liability and Indemnification. City and Contractor acknowledge and agree that the Services to be performed by Contractor under this Agreement are to be performed at Contractor's risk and Contractor assumes all responsibility for any damages or injuries that may result from the performance of Services under this Agreement and for any worker retained by Contractor, whether as an employee or subcontractor. Contractor agrees to indemnify and hold harmless City from any and all liability for any injuries (including death), damages, loss or claims based upon, arising out of, or in any manner connected with Contractor's Services provided under this Agreement, which includes but is not limited to claims for indemnification and attorney fees. Contractor shall bear any and all costs of obtaining and maintaining for the term of this Agreement expenses for work performed, required licensing, permits, liability insurance. Notwithstanding the above, in the event of City negligence, by act and/or omission,



Contractor shall not be liable for any damages arising therefrom and the City shall indemnify and hold Contractor harmless, including all damages and reasonable attorney fees incurred by Contractor.

6. Tax Liability. Contractor shall exonerate, indemnify, and hold harmless City from and against, and shall assume full responsibility for, payment of taxes, all federal, state and local taxes, or contributions imposed or required under unemployment insurance, social security, and income tax laws or other assessment, liens or charges with respect to all of Contractor's Services under this Agreement, which indemnification shall include damages, costs, and attorney fees.

7. Termination of Services. The parties agree and understand that the Services are "at-will" and may be terminated by Contractor or the City, with or without cause, by providing a written notice of not less than thirty (30) days prior to the date of termination. At the time of termination, all sums due Contractor and executory contract obligations of the parties shall be enforceable according to its terms, which obligations shall survive termination of this Agreement.

8. Breach. In the event of a breach of this Agreement, the non-breaching party shall be entitled to exercise all rights and remedies available at law and/or equity and shall further be entitled to damages, reimbursement of expenses, including reasonable legal fees.

9. Jurisdiction. Any claim arising out of or relating to this Agreement shall be determined by a court sitting in Monroe County, Indiana.

10. Effect of Prior Agreements. This Agreement supersedes any prior agreement with City, except that this Agreement shall not affect or operate to reduce any benefit or compensation inuring to the Contractor of any kind elsewhere provided and not expressly provided in this Agreement.

11. Limited Effect of Waiver by City. A waiver of any breach of any provision of this Agreement shall not operate or be construed as a waiver of later breaches.

12. Severability. In the event any term, covenant, or condition hereof is declared, by a Court of competent jurisdiction, to be invalid or otherwise unenforceable, the validity and/or enforceability of the remaining terms, covenants, and conditions shall in no way be affected or impaired. In any such event, this Agreement shall be enforced as if such invalid or unenforceable term, covenant, or condition were not included.

13. Modifications. Upon execution, this instrument represents the entire Agreement of City and the Contractor. It may be altered only by a written agreement signed by the parties and the parties agree that each Addendum and/or Listing Agreement executed by and between the parties shall constitute and form a part of this Agreement and subject to the terms hereof.

14. Choice of Law. This Agreement is entered into in the State of Indiana and the laws of this state shall apply to any dispute concerning the Agreement.

15. Non-discrimination. Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all



other federal, state and local laws and regulations governing non-discrimination in employment

16. E-Verify. Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. Contractor shall sign an affidavit, attached as Exhibit 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

17. Non-Collusion. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any collusion by agreement or otherwise with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Exhibit "D" and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

18. Notices. Any notice to be given under this Agreement shall be deemed given in person or, in writing, if sent by certified mail to the address of the party below except if a party has provided an alternative address for notice purposes:

Contractor: Griffin Realty  
735 S. College Avenue  
Bloomington, IN 47403  
Attn: Donald Griffin

City: City of Bloomington Legal Department  
P.O. Box 100  
401 N. Morton Street, Suite 220



Bloomington, IN 47404

Copy to: Board of Public Works  
401 N. Morton Street, Suite 120  
Bloomington, IN 47404

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**CONTRACTOR**

**CITY OF BLOOMINGTON, INDIANA**

\_\_\_\_\_  
By: Donald Griffin Jr., Broker/Owner

\_\_\_\_\_  
By: Beth Cate, Corporation Counsel

**BOARD OF PUBLIC WORKS**

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



## **EXHIBIT A: SERVICES**

Contractor shall assist the City with the public bidding process for sale of the Police Building located at 220 E 3<sup>rd</sup> Street, Bloomington, IN 47401 as follows:

In accordance with all required City processes and State and Federal law, Contractor will market the availability of the property and generate bids for the public bidding process, as directed by the City. This shall include the following activities:

1. Listing the property in the following listing services, all of which shall feed into additional national real estate marketing outlets:

Costar/Loopnet

Indiana Commercial Real Estate Exchange (ICREX)

Indiana Regional MLS (IRMLS)

Any other services as may be requested by the City or Bloomington Board of Public Works

2. Communicating the availability of the property to Commercial Brokers and Brokers throughout the state and nation through at least the following entities and networks:

Indiana Commercial Board of Realtors

IREM -Institute of Real Estate Management

CCIM -Certified Commercial Investment Member

SIOR – Society of Industrial and Office Realtors

BOMA –Building Owners and Managers Association

NAIOP – National Association of Industrial and Office Properties

IEDC – Indiana Economic Development Association

Indiana Chamber of Commerce

Chambers Commerce Associations throughout the state and nation

3. Actively prospecting through database(s) of active clients seeking properties, using phone calls, texts, emails, Mailchimp, etc.

4. Marketing the property through social media including at least:

Facebook

Instagram

Linkedin

Twitter



5. During the bidding period and in coordination with the City, Contractor shall handle all inquiries and showings from potential bidders, and provide realtor signage appropriate for the listing, if needed or desired by the City.
6. Contractor shall review and advise the City on bids received.



**EXHIBIT B**

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 \_\_\_\_\_.
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

\_\_\_\_\_  
Title

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 \_\_\_\_\_, 2018.

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

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

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



**EXHIBIT C**

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

**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 \_\_\_\_\_, 2018.

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

Title: \_\_\_\_\_

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 \_\_\_\_\_, 2018.

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

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

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_  
Commission Number: \_\_\_\_\_





## Board of Public Works

### Staff Report

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**Project/Event:** Request for sidewalk and alley closure  
**Petitioner/Representative:** Jesse Lockerbie for Michaelis Corp.  
**Staff Representative:** [Maria McCormick](#)  
**Date:** October 10, 2023

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#### Report:

Michaelis Corp. has been contracted by the owners of Urban Station (403 S. Rogers St.) to remove and replace the brick façade of the western building in the Urban Station complex. The façade is being replaced to prevent future failing due to the fact the brick was not correctly installed at the time of construction. They are requesting the closure from October 16, 2023 until March 29, 2024.

The scope of the closure includes the North-South alley directly behind the building. As well as sidewalk closures along both Walnut St. and E. Smith Ave. Michaelis Corp. will provide sidewalk protection to keep open pedestrian pathways along both Walnut St. and Smith Ave. during the entire project. As shown in the provided Maintenance of Traffic Plan.

Michaelis Corp. has coordinated with both the Chocolate Moose which is located on the first floor of Urban Station and The Project School who is the neighbor to the north across E. Smith Ave. There is planned coordination with The Project School as they currently use the alley to move students and Smith Ave. is used for the pickup and drop-off.






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

☐ ROW EXCAVATION ☐ ROW USE

ADDRESS OF ROW ACTIVITY: \_\_\_\_\_

701 N. WASHINGTON STREET, SUITE 120  
P.O. Box 100  
Bloomington, IN 47402

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

<b>A. APPLICANT/AGENT INFORMATION:</b> APPLICANT NAME: <u>MICHAELIS CORP</u> E-MAIL: <u>JLOCKERBIE@MICHAELISCORP.COM</u> COMPANY: <u>MICHAELIS CORP</u> ADDRESS: <u>2601 E. 56th ST</u> CITY, STATE, ZIP: <u>INDIANAPOLIS IN. 46220</u> 24-HR EMERGENCY CONTACT NAME: <u>J. LOCKERBIE</u> 24-HR CONTACT PHONE #: <u>317-710-0370</u> INSURANCE #*: _____ COMPANY: <u>VSI</u> BOND #*: _____ COMPANY: _____ <small>* INSURANCE &amp; BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	<b>D. TRAFFIC CONTROL DEVICES*:</b> <input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*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</small>
<b>**SUBCONTRACTOR INFORMATION**</b> (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____	<b>E. METERED PARKING SPACES NEEDED:</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/">https://bloomington.in.gov/transportation/parking/</a> moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small> <b>F. IS THIS A</b> <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* <b>PROJECT?</b> PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY          *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small>
<b>B. WORK DESCRIPTION:</b> <input type="checkbox"/> POD/DUMPSITE <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>MASONRY REPAIR</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	<b>G. EXCAVATIONS:</b> SQ FT OF PAVEMENT* EXCAVATIONS: _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____
<b>C. RIGHT OF WAY TO BE USED/CLOSED:</b> STREET NAME 1: <u>E. SMITH AV.</u> 1ST INTERSECTING STREET NAME: <u>S. WALNUT ST.</u> 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"/> <input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED START DATE: <u>10/16/23</u> END DATE: <u>3/29/24</u> # OF DAYS*: <u>160</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 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"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	<div style="display: flex; align-items: center;">  <div> <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. IT'S THE LAW.</p> </div> </div>
<b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b> STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*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)</small>	<b>H. INDEMNIFICATION AGREEMENT:</b> <small>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.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Jesse Lockerbie</u> SIGNATURE: <u>Jesse Lockerbie</u> DATE: <u>09/18/2023</u>

For Administration Use Only (applicable to CLOSURE approval)

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

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





We are removing all of the brick veneer off the N, W, and E sides of Building A Urban Station and replacing with proper flashing and we will reinstall nearly identical colored brick in the same locations. The brick is leaking, failing, and falling. We intend to setup scaffold on the N, W, and E sides. The W and N side scaffolding will have pedestrian flow overhead protection in place. We plan to utilize the alley to house dumpsters, equipment, and be the staging area for our work. The bus stop will be open, and the front corner of urban station will be open as well.

The chocolate moose will have access to their walk-up window and main door entrance's (minus a short amount of time, previously discussed with chocolate moose). We will help provide temporary access to the back alley for their deliveries. They understand the work, and have approved of the plan. (see previous attachments)

We have a plan in place to re-route school pedestrian traffic that has been signed off and approved by the school (see previous attachments).

We will fence off a portion of the Walnut St sidewalk just W of the scaffolding setup. This will not impede on the street.

The building permit should be ready for us by 10/6/23 per conversation with Jackie at Bloomington permit office today 10/4/23.

We will do our best to leave the tree limbs in place and work around them, but we might have to trim the tree branches back away from the N side of the building to allow for safe scaffolding setup.

**We plan to start Oct 16<sup>th</sup> 2023 with scaffolding setup and the hope is to finish by end of March 2024 (barring weather, brick fabrication, etc)**

- We need the alley blocked off from October 16<sup>th</sup> – end of March 2024 (unless timeline changes)
- We need scaffolding and fencing on the sidewalk from October 16<sup>th</sup> – end of March 2024 (unless timeline changes)
- We will need to temporarily block pedestrian traffic to remove a couple of sections of brick at the bottom of the buildings. I would inform you of the times needed prior to, they would be very short periods (a couple hours to demo, a handful of hours to lay brick in these sections). I don't have specific times at this point, but they will be very short times needed. We will place signs saying sidewalk closed as well (chocolate moose will remain open).
- In coordination with the school, they get out early on Fridays. **Can we plan to coordinate product deliveries for Friday afternoons and temporarily block off traffic on Smith street for a short duration of time?** The school said this was permissible as long as we informed them. We would have street closed sign and cones in place during these short temporary delivery times.




**RED = Scaffold Setup**  
**RED w/ BLACK ARROWS = Pedestrian Flow w/ Overhead Protection**  
**BLUE = Approved and re-routed school pedestrian traffic.**  
**YELLOW = Construction Fencing Perimeter**  
**PINK = Temp Access for Chocolate Moose Deliveries. Chocolate moose will stay open the entire time with access to business.**

**Bus stop still open and accessible, NW corner of Urban Station open and accessible.**





A perspective view of a long sidewalk under construction. On the left, a wall is covered in vertical wooden planks. To the right, a metal scaffolding system with horizontal rails runs along the sidewalk. The sidewalk itself is paved with dark red bricks. In the background, a street with parked cars (a silver pickup truck and a red car) and trees is visible. The scaffolding structure extends far into the distance, creating a tunnel-like effect.

Example of what scaffold  
and overhead protection  
will look like.







the project school  
heart | mind | voice

October 3, 2023

To Whom It May Concern,

On 9.30.2023, I received a call from Jesse Lockerbie a representative of Michaelis, who shared an overview of the extensive repair project that Michaelis is beginning on Urban Station, the apartment building due south of The Project School's main building at 349 South Walnut Street. Jesse shared that their intent is to close a number of passageways (sidewalks, the alley, and possibly streets) that will directly and significantly impact the operations of The Project School. The impact will primarily be during arrival, dismissal, and any foot travel between the two buildings, which occurs approximately 14 times each school day. In addition, there may be complete inaccessibility to our one school parking lot that is due east of the main building, during some school breaks in which students are not present but many staff certainly are.

On 10.2.2023, Jesse and representatives from The Project School, including myself, met to discuss the needs of their project and of TPS. These were the components that were discussed, along with some additional details for clarification:

- (1) Foot traffic will be re-routed around Building B (the Urban Station building on Washington Street), and away from the alley. Michaelis will cover the costs for The Project School to hire an additional staff member to create safe travel for students from TPS1 to TPS2. Michaelis will cover the cost of the labor for this additional adult at \$15.50/hr for this temporary position. The position will begin upon the return from the school's Fall Break on October 23, 2023, and will cease at the end of the Michaelis project. Michaelis will provide The Project School with a three-week notice for the completion of the project so that reasonable notice can be given to the temporary employee. The position will be needed 7:55a-3:30p Monday-Thursday and 7:55a-1:05p on Fridays on all school days so that the individual is able to supervise the resulting changes to arrival and the school day transitions, all of which are due to the closing of the alley. This position is not needed during dismissal; therefore, the work day will end after the final transition during the school day. The need for this additional staff position is a direct result of the change in foot traffic that involves crossing in front of the parking garage. TPS will bill Michaelis by the 5th of each month for the coming month will expect payment within 15 days of the receipt of each invoice. The anticipated billing dates based on the projection of four months for the project are Nov 5, 2023 December 5, 2023, January 5, 2023, and February 5, 2023. Should the project end early, the final billing will be adjusted accordingly. Should the project end later than the anticipated timeline, additional invoices will be issued accordingly.
- (2) At the stop light at the intersection of Walnut and Smith, Jesse will work with the City of Bloomington to extend the signal during the arrival and dismissal times. The need for this additional time is a direct result of traffic from the arrival and dismissal line no longer being able to proceed south through the alley during the duration of the project. If the timing of the stoplight is not approved for an extended time, the closing of the alley will result in significant challenges for TPS and a different solution will need





**the project school**  
heart | mind | voice

to be explored with The Project School, Michaelis, and the appropriate departments of the City of Bloomington.

- Monday - Thursday:
  - a. 8:00am - 8:15am
  - b. 3:35pm - 4:00pm
- Friday:
  - a. 8:00am - 8:15am
  - b. 1:05pm - 1:30pm

- (3) If there are changes that will impact the arrival or dismissal of The Project School, TPS will be notified by email ([cdiersing@theprojectschool.org](mailto:cdiersing@theprojectschool.org) and [kblackwell@theprojectschool.org](mailto:kblackwell@theprojectschool.org)) and by phone at 812.558.0041 as early as possible, with a minimum of 24 hours notice of the change. A minimum of 24 hours is needed for TPS to provide timely communication to our families and staff about changes in daily routines. Unexpected emergencies that occur may be the exception to the 24-hour expectation.
- (4) The Project School parking lot will not be used for any Michaeli (or any other companies involved in the project) vehicles or materials for parking, loading, unloading, or other tasks, without the express permission of The Project School. If permission is granted, on school breaks, for example, Michaeli will be responsible for any clean up, repair, and/or replacement of the parking lot surfacing if there is any resulting damage.
- (5) Michaelis, as well as other contractors or suppliers involved in this project, will limit the use of Smith for oversized vehicles and heavy equipment outside of school hours or on non-school days.
- (6) Access to the back door at TPS2 from the alley will not be disrupted during the school day.

We appreciate the opportunity to work collaboratively with Michaelis to maintain a safe and orderly environment for The Project School students, staff, and families, during the completion of the reconstruction project of the Urban Station building on South Walnut Street. I am available to answer any questions and respond to any concerns through October 6, 2023, and again after October 17, 2023.

Sincerely submitted for your consideration,

Catherine Diersing  
Superintendent/School Leader



## Re: Building Repairs on Walnut St Bloomington Location

Justin Loveless <jloveless@moosebtown.com>

Wed 9/27/2023 4:01 PM

To: Jesse Lockerbie <jlockerbie@michaeliscorp.com>

Cc: jdavis@moosebtown.com <jdavis@moosebtown.com>

 1 attachments (45 KB)

Outlook-nzcbici0.png;

Sounds good. We approve. Let us know if you need anything else from us.

Thanks

Justin Loveless  
The Chocolate Moose Ice Cream Company  
Owner/Operator  
405 S. Walnut St  
Bloomington, IN 47401  
cell - 812-320-2289  
[jloveless@moosebtown.com](mailto:jloveless@moosebtown.com)

On Tue, Sep 26, 2023 at 3:12 PM Jesse Lockerbie <[jlockerbie@michaeliscorp.com](mailto:jlockerbie@michaeliscorp.com)> wrote:

Could I get an email confirming you have received this communication and are aware of the temporary alterations? I need to pass along to the city.

Thank you very much!

Best,

-

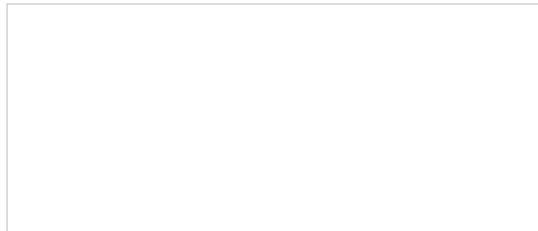
**Jesse Lockerbie**

Director of Waterproofing

1.844.FIX.INDY

C 317.710.0370

MichaelisCorp.com





**From:** Jesse Lockerbie <[jlockerbie@michaeliscorp.com](mailto:jlockerbie@michaeliscorp.com)>  
**Sent:** Tuesday, September 26, 2023 3:05 PM  
**To:** Justin Loveless <[jloveless@moosebtown.com](mailto:jloveless@moosebtown.com)>  
**Cc:** [jdavis@moosebtown.com](mailto:jdavis@moosebtown.com) <[jdavis@moosebtown.com](mailto:jdavis@moosebtown.com)>  
**Subject:** Re: Building Repairs on Walnut St Bloomington Location

Sorry for the delay.

Yes, we can plan to block off the other garages and provide access to the northernmost garage door.

Best,

-

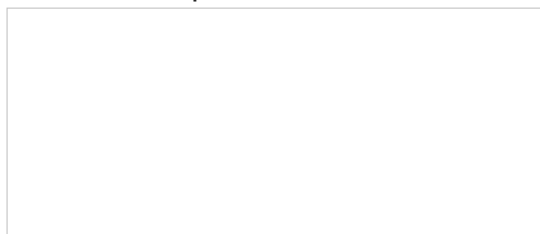
**Jesse Lockerbie**

Director of Waterproofing

1.844.FIX.INDY

C 317.710.0370

MichaelisCorp.com



---

**From:** Justin Loveless <[jloveless@moosebtown.com](mailto:jloveless@moosebtown.com)>  
**Sent:** Thursday, September 21, 2023 3:44 PM  
**To:** Jesse Lockerbie <[jlockerbie@michaeliscorp.com](mailto:jlockerbie@michaeliscorp.com)>  
**Cc:** [jdavis@moosebtown.com](mailto:jdavis@moosebtown.com) <[jdavis@moosebtown.com](mailto:jdavis@moosebtown.com)>  
**Subject:** Re: Building Repairs on Walnut St Bloomington Location

Jesse

Thanks. Great email communicating the plan. Well done.

One thing that could be adjusted after talking with Jordan is regarding the garage door left open to access. I'm assuming you Urban Station has said the common garage door that accesses the dumpster to our building is being left open to access. If that is the case, having that door left as our access is fine too. We would actually prefer to deliver and pass thur that door. If so, you can block the southern most door originally discussed.

Thanks

Justin Loveless



The Chocolate Moose Ice Cream Company  
Owner/Operator  
405 S. Walnut St  
Bloomington, IN 47401  
cell - 812-320-2289  
[jloveless@moosebtown.com](mailto:jloveless@moosebtown.com)

On Thu, Sep 21, 2023 at 1:14 PM Jesse Lockerbie <[jlockerbie@michaeliscorp.com](mailto:jlockerbie@michaeliscorp.com)> wrote:  
Good afternoon gentleman.

Jordan, thank you for the call earlier today.

We, the Michaelis Corporation, will be performing brick repairs on the 403 S Walnut St building. We will be working on the N, E, and W sides of the building. I have attached a PDF that shows the areas we will be working on (outlined in red).

I also have drawn up a couple of photos showing the front, and backside of the building. We hope to start mid October, barring permitting, and this project should take 3-4 months. We hope to complete sooner than the 4 months, but we are fighting permitting and brick availability.

We plan to allow full access to your store front off the walnut st sidewalk (scaffold with overhead pedestrian protection will be put in place), and we will have to block off the exterior window to demo, and relay brick at some point. That will be 2-3 days to block off access to demo, and 2-3 days to block off access to relay.

We plan to work with you guys on the back alley that we will have blocked off. We'll make sure there is a path for deliveries through the southernmost garage door.

I am working with public works next week to get some additional information to them, but I know they would like to have a response from you understanding what the project will entail, and the temporary alterations. Please call or reply with any questions. Thank you so much.

Best,

-

**Jesse Lockerbie**

Director of Waterproofing

1.844.FIX.INDY

C 317.710.0370

MichaelisCorp.com



Red = fence  
Alley/Street needs closed  
for construction equipment,  
material storage, working room,  
and vehicle movement.

E Smith Ave

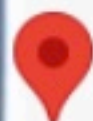
E Smith Ave

E Smit

CR

S Walnut St

S Walnu



Urban Station Apartments

Pedestrian traffic can flow south  
from business entrance  
Overhead protection in place with  
scaffolding where pedestrians will walk  
underneath.

Google

Layers



Urban Station Apartments



403 S Walnut St

Bloomington, Indiana

Google Street View

Jul 2023

See more dates

Yellow are = scaffolding setup

Fence ~12' to 15' back from building

Pedestrian traffic can continue from business and pass-through with overhead protection in place.

Open area of scaffold to allow pedestrian flow and overhead protection

Google



Approx 8600 sqft of brick repair

# Removal and re-installation of all brick from N elevation



# Removal and re-installation of all brick from W elevation

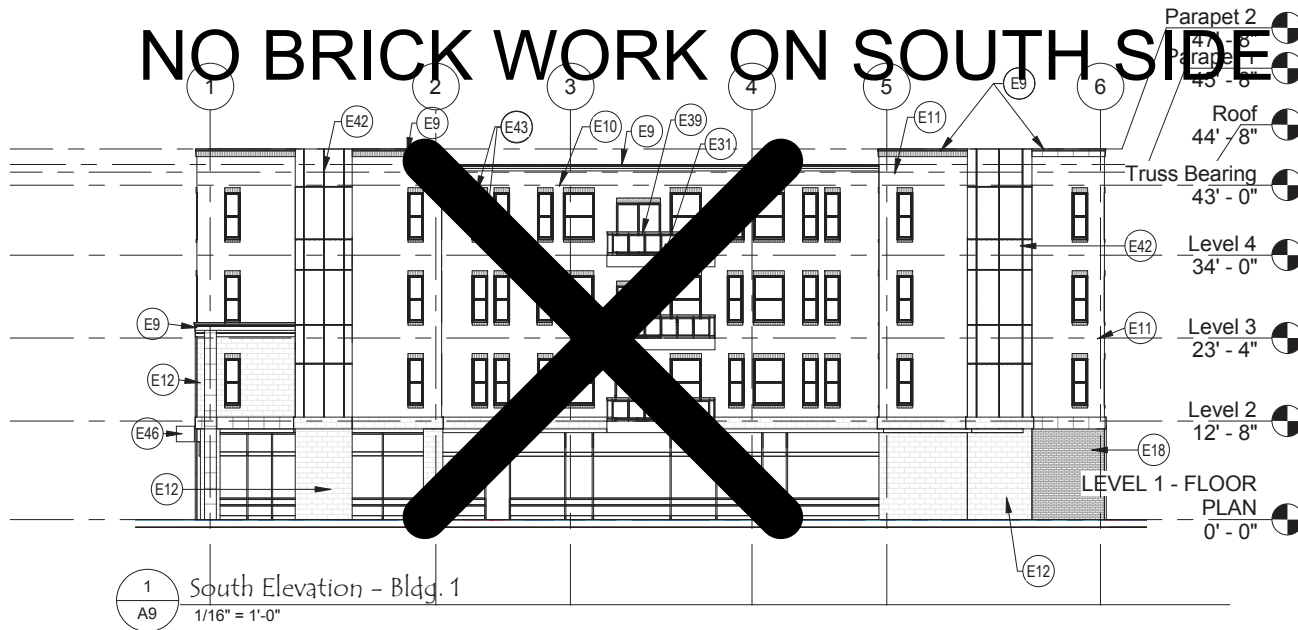
## EXTERIOR ELEVATION...

- E8 VENEER BRICK, RED
- E9 BRICK VENEER SOLDIER COURSE, TAN
- E10 BRICK VENEER ROWLOCK SILL, DARK TAN
- E11 BRICK VENEER, TAN
- E12 ROUGH LIMESTONE BLOCK - LIGHT BEIGE
- E13 SMOOTH LIMESTONE BLOCK - LIGHT BEIGE
- E17 6" REVEAL FIBER CEMENT LAP SIDING - LIGHT BROWN
- E18 BRICK VENEER, DARK GRAY/BROWN
- E21 STEEL RAILING SYSTEM, SEE DETAILS ON SHEET A400, PAINTED FINISH.
- E27 METAL PARAPET - GRAY
- E31 CONCRETE BALCONY
- E39 GLASS AND STEEL RAILING SYSTEM AT BALCONY
- E42 METAL PANEL SYSTEM - LIME RICKEY COLOR, 1 INCH REVEALS
- E43 BRICK HEADER/SILL, SOLDIER COURSE - DARK TAN BRICK
- E44 BRICK HEADER/SILL, SOLDIER COURSE - DARK RED BRICK
- E45 CITY PLANTER
- E46 CHOCOLATE MOOSE SIGNAGE
- E47 BUILDING SIGNAGE - STANDOFF LETTERS
- E48 BIKE RACKS
- E49 AREA FOR STREET FURNITURE
- E50 SPANDREL GLASS - LIME RICKEY
- E51 TRANSFORMER
- E52 LIMESTONE VENEER BASE
- E53 METAL AWNING SYSTEM
- E54 RETRACTABLE/ROLL UP WINDOWS
- E55 LIMESTONE WATER TABLE
- E56 LIMESTONE BANDING
- E57 ART DISPLAY
- E58 WALL ART
- E59 INSET BRICK, MEDIUM RED
- E60 EXTERIOR LIGHT FIXTURE

SHEET NUMBER <b>A8</b>	
SHEET DESCRIPTION <b>Exterior Elevations - Bldg 1. - 403 Walnut</b>	
PROJECT NO. <b>15069</b>	DATE <b>6/27/2016</b>
403 S Walnut & 404 S Washington <b>Urban Station</b> BLOOMINGTON, IN	
STUDIO THREE DESIGN	




# NO BRICK WORK ON SOUTH SIDE



Removal and  
re-installation of all  
brick from E elevation

## EXTERIOR ELEVATION...

- E8 VENEER BRICK, RED
- E9 BRICK VENEER SOLDIER COURSE, TAN
- E10 BRICK VENEER ROWLOCK SILL, DARK TAN
- E11 BRICK VENEER, TAN
- E12 ROUGH LIMESTONE BLOCK - LIGHT BEIGE
- E13 SMOOTH LIMESTONE BLOCK - LIGHT BEIGE
- E17 6" REVEAL FIBER CEMENT LAP SIDING - LIGHT BROWN
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- E49 AREA FOR STREET FURNITURE
- E50 SPANDREL GLASS - LIME RICKEY
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- E52 LIMESTONE VENEER BASE
- E53 METAL AWNING SYSTEM
- E54 RETRACTABLE/ROLL UP WINDOWS
- E55 LIMESTONE WATER TABLE
- E56 LIMESTONE BANDING
- E57 ART DISPLAY
- E58 WALL ART
- E59 INSET BRICK, MEDIUM RED
- E60 EXTERIOR LIGHT FIXTURE

SHEET NUMBER	A9	
	Exterior Elevations - Bldg. 1 - 403 Walnut	
PROJECT NO.	15069	DATE
		6/27/2016
403 S Walnut & 404 S Washington <b>Urban Station</b> BLOOMINGTON, IN		
 STUDIO THREE DESIGN		





## Board of Public Works Staff Report

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**Project/Event:** Closure requests for Bloomington Gateway Project  
**Staff Representative:** Alex Gray  
**Petitioner/Representative:** Reed & Sons Construction / Bo Mar / Parks Department  
**Date:** October 10<sup>th</sup>, 2023

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**Report:** There are two separate permits that will be presented to the Board of Public Works that will make up the lane, sidewalk, and road closure requests for the Bloomington Gateway project. The first permit consists of the work that will be completed by Reed & Sons Construction, which involves several public improvements that are within the Right-of-Way. These improvements include the installation of new ADA curb ramps, a new median in between College Ave and Walnut St with improved turning radius, new sidewalks, new lighting features to improve visibility in the area, new vegetation such as native trees, and other such improvements. The second permit consists of the installation of the gateway piece that will be done by Bo Mar.

For permit one, Reed & Sons is requesting:

- A road closure of N. Old State Rd 37 between N. College Ave and N. Walnut St for approximately 40 days during the project; primarily during median reconstruction and paving work
- Lane closures on N. College Ave for a few hours at a time during installation of site infrastructure improvements likely in November and December
- Sidewalk closures that connect to the median between N. College Ave and N. Walnut St while road is closed
- Lane closures for mill and repaving of N. Old State Rd 37 for up to 6 days during the project

The work schedule is from 10/16/2023 to 1/12/2024 or 88 days unless impacted by weather and asphalt plant closure.

For permit two, Bo Mar is requesting:

- A lane closure on N. Old State Rd 37 between N. College Ave and N. Walnut St for a day likely on 12/13/2023.

Additionally, the sidewalk in front of the Steak and Shake property off of N. College Ave will resume construction after Board approval.





# CITY OF BLOOMINGTON

## RIGHT-OF-WAY USE PERMIT APPLICATION

☐ ROW EXCAVATION ☐ ROW USE

ADDRESS OF ROW ACTIVITY: 1720 N Walnut St

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

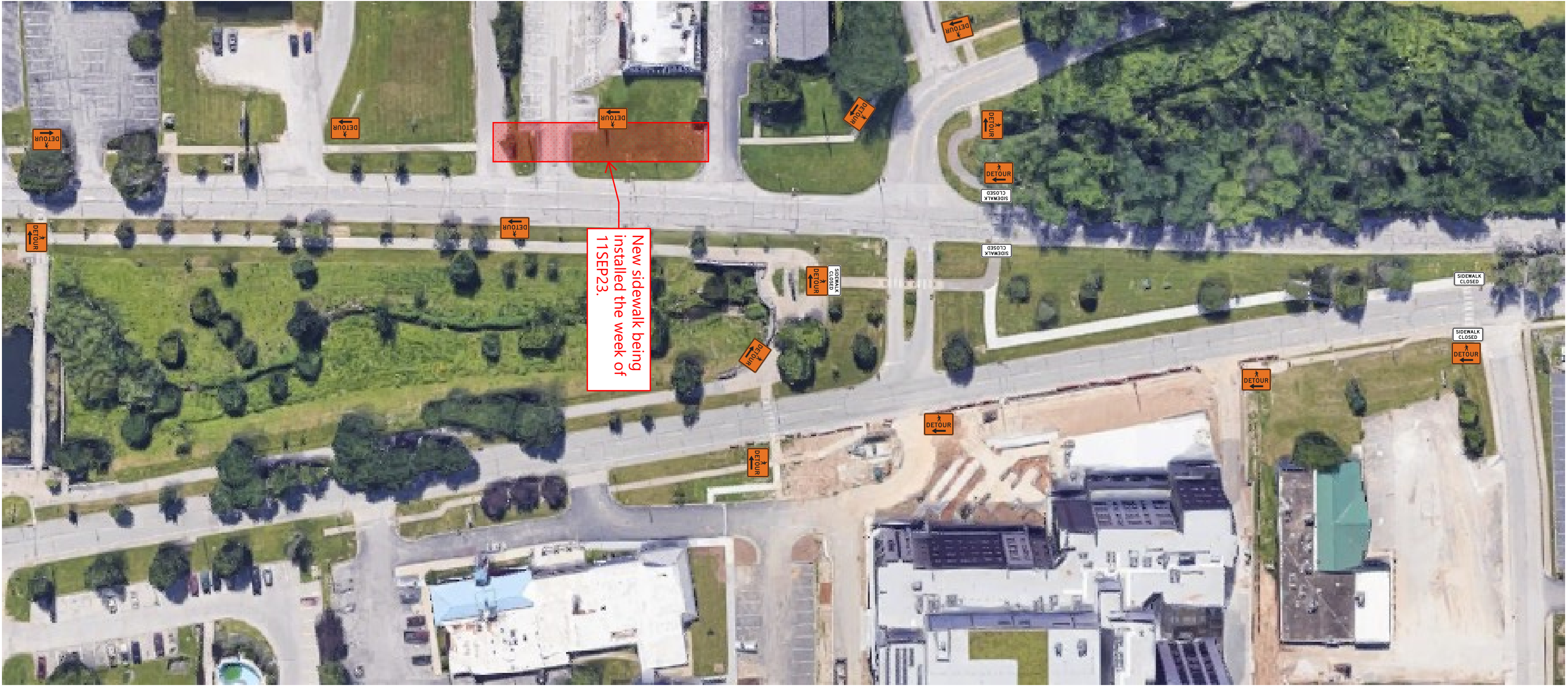
A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:
APPLICANT NAME: <u>Mike Brinson</u>	<input type="checkbox"/> CONES <span style="float: right;"><input type="checkbox"/> ARROWBOARD</span>
E-MAIL: <u>mike@reedandsonsconstruction.com</u>	<input type="checkbox"/> LIGHTED BARRELS <span style="float: right;"><input type="checkbox"/> TYPE 3 BARRICADES</span>
COMPANY: <u>Reed and Sons Construction</u>	<input type="checkbox"/> FLAGGERS <span style="float: right;"><input type="checkbox"/> BPD OFFICER</span>
ADDRESS: <u>299 Moorman Road</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 47403</u>	
24-HR EMERGENCY CONTACT NAME: <u>Shannon Reed</u>	
24-HR CONTACT PHONE #: <u>812 320 7313</u>	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N
INSURANCE #: <u>A34290903</u> COMPANY: <u>Westbend</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
BOND#: <u>IN 31952</u> COMPANY: <u>Merchants</u>	
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	
**SUBCONTRACTOR INFORMATION**	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	
COMPANY NAME:	
B. WORK DESCRIPTION:	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN):	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	
C. RIGHT OF WAY TO BE USED/CLOSED:	
STREET NAME 1: <u>N Old St Road 37</u>	
1ST INTERSECTING STREET NAME: <u>North Walnut Street</u>	
2ND INTERSECTING STREET NAME: <u>N College Avenue</u>	
<input checked="" type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER	
TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED	
START DATE: <u>10/16/2023</u> END DATE: <u>1/12/2024</u> # OF DAYS*: <u>88</u>	
STREET NAME 2: <u>N College Avenue</u>	
1ST INTERSECTING STREET NAME: <u>N Old St Road 37</u>	
2ND INTERSECTING STREET NAME: <u>E Indiana 45 Bypass</u>	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER	
TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED	
START DATE: <u>10/17/2023</u> END DATE: <u>10/18/2023</u> # OF DAYS*: <u>2</u>	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	
<b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b>	
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>	
REQUESTED CLOSURE HOURS: _____ 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)	
<div style="display: flex; align-items: center;"> <div> <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. IT'S THE LAW.</p> </div> </div>	
H. INDEMNIFICATION AGREEMENT:	
<p>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.</p> <p>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.</p> <p>PRINT NAME: <u>Mike Brinson</u></p> <p>SIGNATURE: _____</p> <p>DATE: <u>10-5-2023</u></p>	

For Administration Use Only (applicable to CLOSURE approval)

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

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





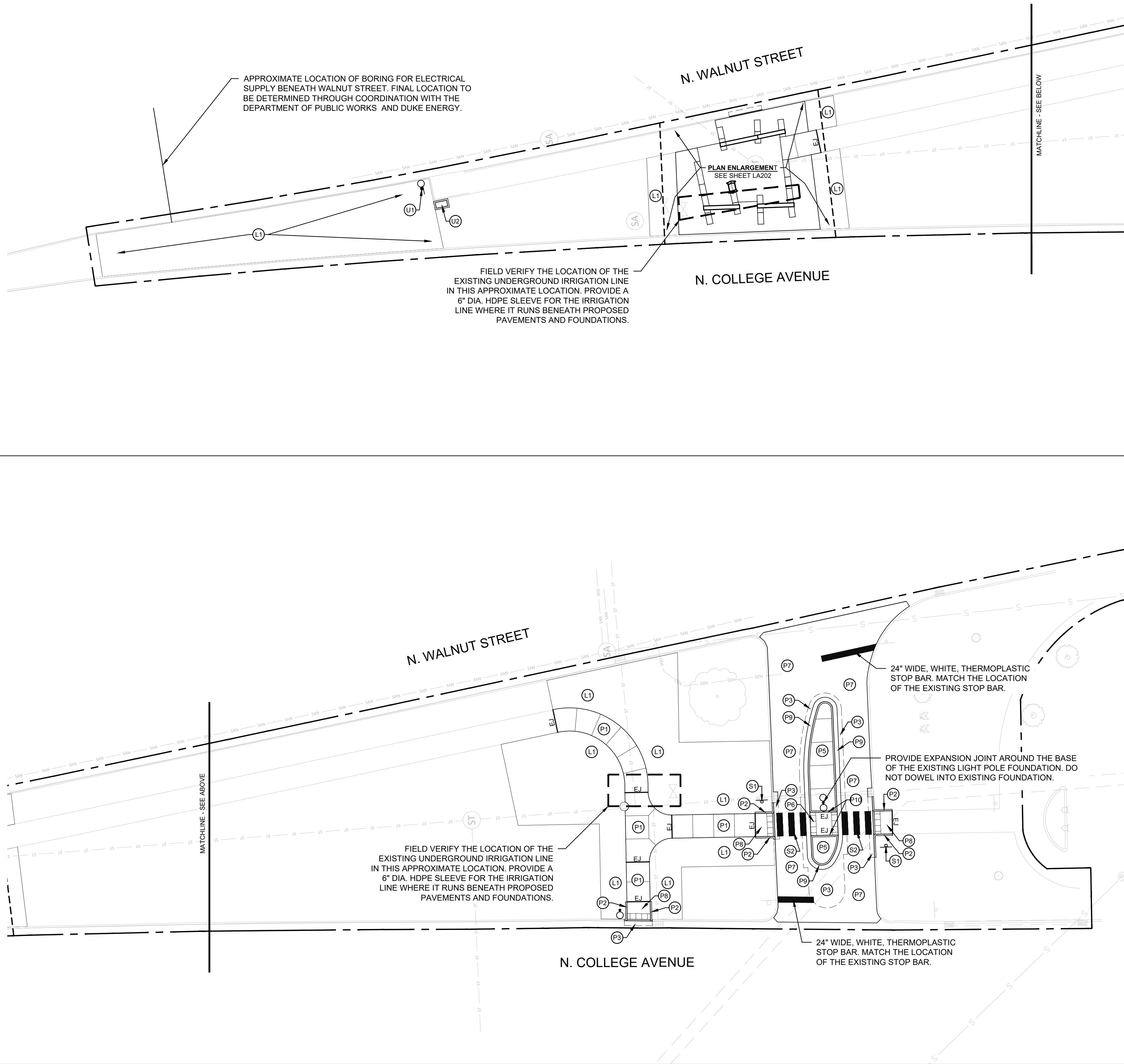
New sidewalk being installed the week of 11SEP23.







FILE: P:\1683 Bloomington Gateways Phase 1.dwg(CD sheets)LA201 - Site Keynote Plan



SITE GENERAL NOTES:

- ALL WORK SHALL BE COORDINATED AND IN COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL MUNICIPALITIES AS WARRANTED. ALL WORK TO BE COMPLETED WITHIN THE RIGHT-OF-WAY SHALL CONFORM TO THE CITY OF BLOOMINGTON STANDARDS.
- EROSION CONTROL MEASURES (I.E. SILT FENCING, AND SEDIMENT CONTROL) SHALL BE PROVIDED BY THE CONTRACTOR PER THE SPECIFICATIONS. SEE EROSION CONTROL DRAWINGS AND SITE CLEARING SPECIFICATIONS.
- CONTRACTOR SHALL ERECT CONSTRUCTION FENCING AND BARRICADES ALONG THE CONSTRUCTION LIMIT LINE AS NECESSARY. CONTRACTOR SHALL COORDINATE WITH THE OWNER ON THE FINAL LOCATION OF FENCING, BARRICADES, AND CONSTRUCTION ACCESS POINTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL DAMAGE RESULTING FROM DEMOLITION OR CONSTRUCTION ACTIVITY TO EXISTING SITE ELEMENTS THAT ARE TO REMAIN. ALL AREAS WHERE THE EXISTING PAVEMENT OR PAVEMENTS ARE DAMAGED DURING CONSTRUCTION FROM HEAVY TRAFFIC OR EQUIPMENT, FUEL OIL, GASOLINE, ETCETERA, BY THE GENERAL CONTRACTOR, SUBCONTRACTOR, OR SUPPLIERS SHALL BE RECONSTRUCTED TO ITS ORIGINAL CONDITION. THIS RECONSTRUCTION SHALL TAKE PLACE AT THE END OF THE PROJECT CONSTRUCTION OR DURING THE SCHEDULED GRADING AND PAVING OF THOSE AREAS.
- THE CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S REQUIREMENTS AND DIRECTIONS FOR INSTALLATION.
- PROVIDE A SMOOTH TRANSITION FROM PROPOSED PAVED AREAS TO EXISTING AREAS AS NECESSARY.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR(S) TO OBTAIN ALL FEDERAL, STATE, COUNTY, CITY, AND LOCAL PERMITS FOR ANY AND ALL WORK REQUIRED UNLESS OTHERWISE NOTED. THE CONTRACTOR(S) IS RESPONSIBLE TO PAY FOR ALL REQUIRED PERMITS BY ANY OR ALL AGENCIES MENTIONED ABOVE UNLESS OTHERWISE NOTED BY THE CONTRACT OR SPECIFICATIONS.
- "EJ" DENOTES PROPOSED EXPANSION JOINT ON SITE PLAN. JOINTING LAYOUT SHOWN ON PLANS IS FOR REFERENCE ONLY. FINAL LOCATION OF JOINTS IS SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT.

KEYNOTES

ITEM	DESCRIPTION	DETAIL REFERENCE
P1	CONCRETE PAVEMENT, 4"	2   SHEET LA501
P2	CONCRETE BARRIER CURB	3   SHEET LA501
P3	ASPHALT PATCH	6   SHEET LA501
P4	CRUSHED STONE PAVEMENT	8   SHEET LA501
P5	CONCRETE MEDIAN TERMINAL	4&5   SHEET LA501
P6	MEDIAN CUT-THROUGH	12   SHEET LA501
P7	ASPHALT PAVEMENT - OVERLAY	7   SHEET LA501
P8	CONCRETE CURB RAMP	3   SHEET LA502
P9	CONCRETE MEDIAN - CURB AND GUTTER	4   LA501
P10	CONCRETE MEDIAN - BARRIER CURB	5   LA501
F1	LIMESTONE BLOCK WALL	10   SHEET LA501
F2	TIMBER BENCH	11   SHEET LA501
F3	GATEWAY MONOLITH	SHEET LA504
S1	SIGN, X-WALK WARNING	2   SHEET LA502
S2	PAVEMENT MARKING, X-WALK	9   SHEET LA501
L1	LAWN	SEE LANDSCAPE PLAN
L2	PLANT BED	SEE LANDSCAPE PLAN
U1	NEW LIGHT FIXTURE	SEE ELECTRICAL SHEETS
U2	ELECTRICAL PANEL	SEE ELECTRICAL SHEETS

PREPARED BY:



URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE  
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202  
P 317.263.0127 / REASITE.COM

PREPARED FOR:

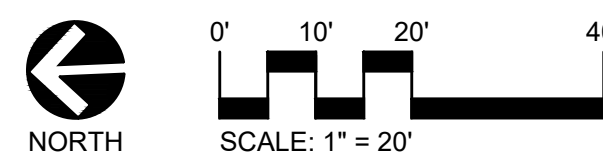


PAULA MCDEVITT - DIRECTOR  
CITY OF BLOOMINGTON, PARKS AND RECREATION  
401 N MORTON ST, SUITE 250, BLOOMINGTON, IN 47404  
P 812-349-3711 | mcdevitt@bloomington.in.gov

CONSULTANT:

PROJECT:

BLOOMINGTON  
GATEWAYS PHASE 1  
BLOOMINGTON, INDIANA  
BID SET  
CONSTRUCTION DOCUMENTS



REVISIONS:

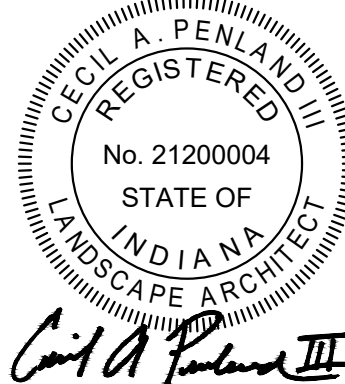
NO.	BY	DESCRIPTION	DATE

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM PREPARED BY REA FOR THIS PROJECT ARE INSTRUMENTS OF SERVICE, AND MAY BE USED SOLELY WITH RESPECT TO THIS PROJECT. THE DOCUMENTS MAY NOT BE REPRODUCED OR MODIFIED BY A THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF REA. AUTHORIZED USE OF ELECTRONIC MEDIA OR FILE DOES NOT GUARANTEE THAT THESE FILES CONTAIN COMPLETE AND ACCURATE INFORMATION. IN ORDER TO INSURE THE ACCURACY OF THE INFORMATION CONTAINED AND THAT NO CHANGES OR MODIFICATIONS HAVE BEEN MADE, THESE FILES MUST BE COMPARED TO THE PROJECTS CONTRACT DOCUMENTS WITH STAMPED AND SEALED CERTIFICATION AND APPLICABLE APPROVED MODIFICATIONS.

DRAWING NAME:

SITE KEYNOTE PLAN

CERTIFICATION:



REA PROJECT #: 2022-1663  
DATE: 06/07/23  
DRAWN BY: KS  
REVIEWED BY: JMM

DRAWING:

LA201

© COPYRIGHT RUNDELL ERNSTBERGER ASSOCIATES, INC.






# CITY OF BLOOMINGTON

## RIGHT-OF-WAY USE PERMIT APPLICATION

☐ ROW EXCAVATION ☐ ROW USE  
ADDRESS OF ROW ACTIVITY: \_\_\_\_\_

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)

<b>A. APPLICANT/AGENT INFORMATION:</b> APPLICANT NAME: <u>Adam Skelton</u> E-MAIL: <u>adam.s@bomar-ind.com</u> COMPANY: <u>Bomar Industries</u> ADDRESS: <u>3838 South Arlington Ave</u> CITY, STATE, ZIP: <u>Indpls In 46037</u> 24-HR EMERGENCY CONTACT NAME: <u>Joe Veyette</u> 24-HR CONTACT PHONE #: <u>317 450 4636</u> INSURANCE #: <u>1-888-333-4949</u> COMPANY: <u>Federated</u> BOND #: <u>Grin 66670</u> COMPANY: <u>Federated</u> <small>*INSURANCE &amp; BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> <b>**SUBCONTRACTOR INFORMATION**</b> <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: _____ <b>B. WORK DESCRIPTION:</b> <input type="checkbox"/> POD/DUMPSTER <input checked="" type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Maxim Crane</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small> <b>C. RIGHT OF WAY TO BE USED/CLOSED:</b> STREET NAME 1: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED START DATE: <u>12-13</u> END DATE: <u>12-13</u> # OF DAYS*: <u>1/2</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 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"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small> <b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b> STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: <u>7:00</u> AM - <u>12:00</u> PM <small>*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)</small>	<b>D. TRAFFIC CONTROL DEVICES*:</b> <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*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</small> <b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</b> <small>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</small> <b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b> PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY          *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small> <b>G. EXCAVATIONS:</b> SQ FT OF PAVEMENT* EXCAVATIONS: _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS 80 FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> # RESIDENTIAL DRIVEWAY INSTALLATION: _____ <div style="text-align: center;">   <small>Know what's below. Call before you dig.</small> </div> <div style="text-align: center;"> <small>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.</small> </div> <b>H. INDEMNIFICATION AGREEMENT:</b> <small>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.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Adam Skelton</u> SIGNATURE: <u>[Signature]</u> DATE: <u>12-6-23</u>
--	---

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

**Project/Event:** Fire Station #2 Kitchen Renovation

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

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

**Meeting Date:** 10/10/2023

The Fire Department has requested the renovation of the kitchen and dining area at Fire Station #2. Facilities Division and Fire Department staff generated a scope of work for the project. This project includes moving an interior wall, replacing flooring, cabinets, lighting, painting, installation of a door, and installation of computer workstations.

Five contractors were solicited to attend a mandatory pre-quote meeting on site. Two contractors attended the meeting. The quotes submitted are as follows:

Ann-Kris, LLC

Base Quote	\$ 61,475.00
Ceramic Tile Flooring Alternate	<u>\$ 3,500.00</u>
Total Quote	\$ 64,975.00

Fox Construction Co.

Base Quote	\$ 68,400.00
Ceramic Tile Flooring Alternate	<u>\$ 3,375.00</u>
Total Quote	\$ 71,775.00

Staff recommends awarding the contract to Ann-Kriss, LLC for the amount of \$ 64,475.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

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



## City of Bloomington Contract and Purchase Justification Form

Vendor: Ann-Kriss, LLC

Contract Amount: \$64,975.00

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 type="checkbox"/> Not Applicable (NA)
<input checked="" 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: 2			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:

Five contractors were solicited to attend a mandatory pre-quote meeting on site. Two contractors attended the meeting. The quotes submitted are as follows:

Ann-Kris, LLC

Base Quote \$ 61,475.00

Ceramic Tile Flooring Alternate \$ 3,500.00

Total Quote \$ 64,975.00

Fox Construction Co.

Base Quote \$ 68,400.00

Ceramic Tile Flooring Alternate \$ 3,375.00

Total Quote \$ 71,775.00

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department



**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**AND**  
**ANN-KRISS, LLC**  
  
**FOR**

**FIRE STATION #2 KITCHEN RENOVATION**

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

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Fire Station #2 Kitchen Renovation**, (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 90 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. The total cost exceed **Sixty Four Thousand Nine Hundred Seventy Five Dollars (\$64,975.00)**. CONTRACTOR may submit claims as the project progresses for work performed, and CITY shall review and process claims as they are submitted. 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. 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 Public Works	Ann-Kriss, LLC
Attn: J. D. Boruff, Facilities Director	Attn: Dave Padgett
401 North Morton Street	736 South Morton Street
Bloomington, Indiana 47404	Bloomington, Indiana 47403

**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

Ann-Kriss, LLC

BY:

BY:

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

\_\_\_\_\_  
Dave Padgett, Owner

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
Jane Kupersmith, Secretary

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



## ATTACHMENT 'A'

### "SCOPE OF WORK"

#### Fire Station #2 Kitchen Renovation

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

1. East Wall Demolition and Construction:

- a. East wall of kitchen will be demolished.

A new wall will be constructed approximately 3' further east. Both sides will dry walled and painted with cove base installed.

- b. Three single pane fixed windows, 3' X 2" (3020), will be installed along the top of the new wall.
- c. The west side of the new wall will be plumbed for 3 refrigerators and a bar sink.
- d. The west side of the new wall will be wired for 3 refrigerators and an additional double duplex outlet for a coffee station.

2. Kitchen / Dining Area:

- a. Remove all existing cabinets and countertops
- b. Install new commercial grade cabinets and solid surface countertops. This includes the current location of the refrigerator. The island portion comprising base cabinets and countertop will be eliminated.
- c. Cabinets will have soft close hinges.
- d. An allowance for pulls for the cabinet drawers and doors will be provided by contractor (\$5.00 per pull).
- e. A double under counter sink will be installed. Faucet set will be provided by owner. It will be at T&S Brass model S-1142. Contractor can find a template for necessary mounting holes for faucet in counter top at [www.tsbrass.com](http://www.tsbrass.com).
- f. Bulkhead cabinets will be installed along the east wall above locations for refrigerators.
- g. Patch and paint all walls in kitchen and dining area.
- h. Replace all supply and return air diffusers.
- i. Remove dishwasher.
- j. Install ice maker in location previously occupied by the dishwasher. Owner will provide ice maker. Prior to project commencing, owner will provide ice maker dimensions, and mechanical requirements if different than existing electrical and plumbing for dishwasher.
- k. A barn type sliding door will be installed on kitchen side of opening to living area.
- l. Remove all existing flooring in kitchen and dining area up to the current transition to living area.
- m. Provide two options for replacement flooring. Non-slip ceramic tile and Luxury Vinyl Tile.
- n. Remove all existing lighting in kitchen and dining area, patching holes as necessary.
- o. Install 6 new surface mount LED fixtures of at least 80 watt equivalency.
- p. Install led lighting under wall cabinets over counter tops.

5. Office Area:

- a. Remove existing counter top / desk and replace with 5 computer workstations.



# ATTACHMENT 'B'

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

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

### AFFIDAVIT

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

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

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

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_, 20\_\_\_\_

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

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

\*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**.



## “E-Verify AFFIDAVIT”

## E-VERIFY AFFIDAVIT

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.

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

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

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

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

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



## 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





## Board of Public Works Staff Report

**Project/Event:** Restorative Roof Coating at Fire Station #2

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

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

**Meeting Date:** October 10, 2023

The surface of the metal roof at Fire Station #2 is deteriorating. The powder coating on the surface has been coming off. This creates a concern for the integrity of the roof. It was decided that the best solution was to use a silicone based restorative roof coating to protect the metal. This involves removing the solar panels covering the roof, cleaning the roof and applying the coating, then re-installing the solar panels and re-commissioning the solar system.

This project was advertised and we also solicited 3 contractors. A mandatory pre-quote meeting was held and two contractors showed up. Both submitted sealed quotes that were opened at the Board of Public Works meeting on September 26<sup>th</sup>. The quotes are as follows:

Ann-Kriss, LLC	\$138,000.00
B&L Sheetmetal & Roofing	\$161,900.00

Staff recommends awarding the contract to Ann-Kriss, LLC for \$138,000.00

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

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



# City of Bloomington Contract and Purchase Justification Form

Vendor: Ann-Kriss, LLC

Contract Amount: \$138,000.00

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 type="checkbox"/> Not Applicable (NA)
<input checked="" 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

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

Yes No

Met city requirements?

☒ ☐

Met item or need requirements?

☒ ☐

Was an evaluation team used?

☐ ☒

Was scoring grid used?

☐ ☒

Were vendor presentations requested?

☐ ☒

☒ ☐

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

This project was advertised and we also solicited 3 contractors. A mandatory pre-quote meeting was held and two contractors showed up. Both submitted quotes. They are as follows:

Ann-Kriss, LLC	\$138,000.00
B&L Sheetmetal & Roofing	\$161,900.00

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department



# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS, LLC

FOR

## RESTORATIVE ROOF COATING AT FIRE STATION #2

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

### WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Restorative Roof Coating at Fire Station #2**, (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 210 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 One Hundred Thirty Eight Thousand Dollars (\$138,000.00). 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 or its representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

### **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 as set out below.

**4.01 Retainage Amount** The retainage amount withheld shall be held by the Board of Public Works ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. 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.

**4.02 Payment of Retainage Amount** The escrow agent or the Board shall hold the retainage until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. If the Board held the retainage, no interest will have been earned



or will be payable. However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.03.

**4.03 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 or the Board to withhold the retainage, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent or the Board shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by 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 or a 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/Retainage 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	Ann-Kriss, LLC
Attn: J. D. Boruff, Facilities Director	Attn: Dave Padgett, Owner
P.O. Box 100 Suite 120	736 South Morton Street



**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.

**5.20 Living Wage Ordinance**

Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Attachment E; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

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

City of Bloomington  
Bloomington Board of Public Works

Ann-Kriss, LLC

BY:

BY:

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

\_\_\_\_\_  
Dave Padgett, Owner

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
Jane Kupersmith, Secretary

\_\_\_\_\_







## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **Restorative Roof Coating at Fire Station #2**

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

The Contractor will provide all materials, equipment, and labor to complete the removal and reinstallation of the solar panels and the installation of a restorative roof coating. This project will include the following:

##### **A. Solar Panels:**

1. Remove all existing solar panels and accessories.
2. Pallet all components and remove from site to a safe storage location.
3. Upon completion of roof restoration process, solar panel assembly will be returned and reinstalled to Industry standards.
4. Re-commission the reinstalled solar energy system and ensure complete functionality.

##### **B. Restorative Roof Coating:**

1. Power wash & prep existing metal panel surfaces to remove flaking paint and debris.
2. Detail and seal open joints as needed.
3. Install high solids silicone coating emulsion in custom green color to all roof elevations.
4. Roof coating shall be applied at 30 mils thickness over the entire roof.
5. Clean up all debris.
6. Provide, at a minimum, a 15 year manufacturer warranty on materials and a one year workmanship Warranty on the installation by the contractor.



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

# AFFIDAVIT

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

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

Method of Compliance (Specify) \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

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

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

\*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**.



## “E-Verify AFFIDAVIT”

## 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 \_\_\_\_\_, who 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



**ATTACHMENT E**

**AFFIDAVIT THE LIVING WAGE ORDINANCE**

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

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

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

\_\_\_\_\_  
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 \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Notary Public

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

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

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





## Board of Public Works Staff Report

**Project/Event:** Installation of Exhaust Hood at the Fleet Maintenance Garage

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

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

**Meeting Date:** 10/10/2023

The Fleet Maintenance Division requested that an exhaust hood be installed over the welding area in their garage. The installation will consist of fabricating and installing a 4' X 8' hood, as well as the installation of an exhaust fan and ducting to vent the fumes to the exterior of the building. Three quotes were solicited for this project. They are as follows:

Heflin Industries, Inc.	\$ 8,887.00
Commercial Service	\$ 8,900.00
HFI	\$14,100.00

Staff recommends awarding the contract for this project to Heflin Industries, Inc. for the amount of \$ 8,887.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

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



# City of Bloomington Contract and Purchase Justification Form

Vendor: Heflin Industries, Inc.

Contract Amount: \$8,887.00

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

## PURCHASE INFORMATION

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

☒

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

# of Submittals: 3

Yes No

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

☒
☐

Met city requirements?

☒
☐

Met item or need requirements?

☒
☐

Was an evaluation team used?

☐
☒

Was scoring grid used?

☐
☒

Were vendor presentations requested?

☐
☒

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

The Fleet Maintenance Division requested the installation of an exhaust hood over the welding area in their shop. 3 quotes were solicited. They are as follows:

Heflin Industries, Inc.	\$8,887.00
Commercial Service	\$8,900.00
HFI	\$14,100.00

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department



# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

HEFLIN INDUSTRIES, INC.

FOR

## INSTALLATION OF EXHAUST HOOD AT THE 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 Heflin Industries, Inc., (hereinafter CONTRACTOR);

### WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the **Installation of Exhaust Hood at the 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 90 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 Eight Thousand Eight Hundred Eighty Seven Dollars (\$8,887.00). 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 Act requirements, if federal funds are used.

### **ARTICLE 4. GENERAL PROVISIONS**

**4.01** 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.

#### **4.02 Abandonment, Default and Termination**

**4.02.01** 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.



**4.02.02** 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.

**4.02.03 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.

**4.02.04** 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.

**4.02.05** 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.

**4.02.06** 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.

**4.02.07** 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.

#### **4.03 Successors and Assigns**

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

**4.03.02** 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.

#### **4.04 Extent of Agreement: Integration**



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

**4.04.02** 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.

#### **4.05 Insurance**

##### **4.05.01**

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

**4.05.02** 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.

**4.05.03** 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.

**4.05.04** 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.

**4.06** **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.

**4.07** **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.

**4.08** **Non-Discrimination**

**4.08.01** 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.

**4.08.02** 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.

**4.08.03** 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.

#### **4.09 Workmanship and Quality of Materials**

**4.09.01** 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.

**4.09.02 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.

**4.09.03** 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.

**4.10 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.

**4.10.01** 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.

**4.11 Amendments/Changes**

4.11.01 Except as provided in Paragraph 4.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

4.11.02 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.

4.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 4.11.02, 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.

4.11.04 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.

**4.12 Performance Bond and Payment Bond**

**4.12.01** 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.

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

**4.12.03** Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

**4.12.04** 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.

**4.13 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.

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

**4.14 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	Heflin Industries, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Andy Hays, Service Manager
P.O. Box 100 Suite 120	5267 W. Airport Rd.
Bloomington, Indiana 47402	Bloomington, Indiana 47403

**4.15 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.

**4.16 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.

**4.17 Steel or Foundry Products**

**4.17.01** 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.

**4.17.02** 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."

**4.17.03** Domestic Foundry products are defined as follows:

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

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

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

**4.18 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.

#### **4.19 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

Heflin Industries, Inc.

BY:

BY:

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

\_\_\_\_\_  
Andy Hays, Service Manager

\_\_\_\_\_



---

Elizabeth Karon, Vice President

---

Jane Koopersmith, Member

---

John Hamilton, Mayor of Bloomington



## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **Installation of Exhaust Hood at the Fleet Maintenance Garage**

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

1. Furnish and install a 4x8 20 gauge exhaust hood
2. Furnish and install 20" spiral pipe and 2 20" elbows to the lean to roof from the exhaust hood
3. Furnish and install roof curb 6/12 pitch 18" high
4. Furnish and install the power to this unit and a switch for the user at the hood or in close proximity
5. Furnish and install a direct drive down blast exhaust fan 115volt and 2000 cfm
6. Furnish and install hanging material to suspend the hood to the ceiling
7. We will provide a roofing contractor to seal the fan curb to the roof
8. We clean up the work area when finished.

Exclusions to this scope of work are as follows:

1. No painting
2. All construction debris will be disposed of on site with means provided by the customer..
3. No sales Tax
4. No overtime



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

# AFFIDAVIT

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

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

Method of Compliance (Specify) \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

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

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

\*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**.



## “E-Verify AFFIDAVIT”

## E-VERIFY AFFIDAVIT

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 Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund <b>101 - General Fund (S0101)</b>				
Department <b>01 - Animal Shelter</b>				
Program <b>010000 - Main</b>				
Account <b>43430 - Animal Adoption Fees</b>				
Simone Ervin	01-refund adoption fee-kitten-9/25/23		10/13/2023	75.00
Karrington Scoble	01-refund adoption fee-9/20/23		10/13/2023	75.00
Account <b>43430 - Animal Adoption Fees</b> Totals			Invoice 2 Transactions	<hr/> \$150.00
Account <b>52210 - Institutional Supplies</b>				
3560 - First Financial Bank / Credit Cards	01-PetSmart-pet food		10/13/2023	22.10
3560 - First Financial Bank / Credit Cards	01-PetSmart-Reptile food		10/13/2023	7.39
3560 - First Financial Bank / Credit Cards	01-Petco-Snake Food		10/13/2023	8.99
3560 - First Financial Bank / Credit Cards	01-PetSmart-Snake Food		10/13/2023	21.98
4586 - Hill's Pet Nutrition Sales, INC	01-Dog, puppy, kitten & cat food		10/13/2023	279.81
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription vet food		10/13/2023	93.67
3929 - IDEXX Laboratories, INC	01-Heartworm & F/F diagnostic tests		10/13/2023	1,657.12
4574 - John Deere Financial f.s.b. (Rural King)	01-litter-50 40lb bags pellet bedding,		10/13/2023	249.50
4633 - Midwest Veterinary Supply, INC	01-Antibiotics		10/13/2023	67.04
4633 - Midwest Veterinary Supply, INC	01-Fluids-lactated ringers		10/13/2023	75.36
4633 - Midwest Veterinary Supply, INC	01-Fluids, syringes, tongue depressors,, FeLV diaagnostic fisit		10/13/2023	440.79
4633 - Midwest Veterinary Supply, INC	01-FeLV Diagnostic kits		10/13/2023	326.73
4633 - Midwest Veterinary Supply, INC	01-Antibiotics, solution		10/13/2023	42.00
4633 - Midwest Veterinary Supply, INC	01-Antibiotic ointment		10/13/2023	42.00





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

4633 - Midwest Veterinary Supply, INC	01-gloves, gowns	10/13/2023	151.51
4633 - Midwest Veterinary Supply, INC	01-Gabapentin Oral Susp	10/13/2023	58.39
4633 - Midwest Veterinary Supply, INC	01-Bottles, wash bags, saline	10/13/2023	255.09
4633 - Midwest Veterinary Supply, INC	01-Antibiotic ointment	10/13/2023	49.40
4666 - Zoetis, INC	01-vaccines-Vanguard Feline RCP	10/13/2023	1,188.00
Account <b>52210 - Institutional Supplies</b> Totals		Invoice 19 Transactions	<hr/> \$5,036.87
Account <b>52340 - Other Repairs and Maintenance</b>			
313 - Fastenal Company	01-Cable ties	10/13/2023	12.79
313 - Fastenal Company	01-Paper towels	10/13/2023	67.20
Account <b>52340 - Other Repairs and Maintenance</b> Totals		Invoice 2 Transactions	<hr/> \$79.99
Account <b>53130 - Medical</b>			
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-Spay/Neuter surgeries	10/13/2023	360.00
Account <b>53130 - Medical</b> Totals		Invoice 1 Transactions	<hr/> \$360.00
Account <b>53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	01-Aggressive Dog Conference E. Herr-9/28-10/1/23	10/13/2023	595.00
Account <b>53160 - Instruction</b> Totals		Invoice 1 Transactions	<hr/> \$595.00
Account <b>53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	06- cell phone chgs 08/12/23-09/11/23-Inv. 287297421132X09192023	10/04/2023	40.78
Account <b>53210 - Telephone</b> Totals		Invoice 1 Transactions	<hr/> \$40.78
Account <b>53220 - Postage</b>			
3560 - First Financial Bank / Credit Cards	01-BOH Shipping-9/5/23	10/13/2023	12.72
3560 - First Financial Bank / Credit Cards	01-Certified Mail-9/22/23	10/13/2023	7.18
Account <b>53220 - Postage</b> Totals		Invoice 2 Transactions	<hr/> \$19.90





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

## Account **53510 - Electrical Services**

223 - Duke Energy	19-Fac Summary Elec Billing-04/02/23-09/01/23	BC 2010-23	10/04/2023	1,863.10
Account <b>53510 - Electrical Services</b> Totals		Invoice 1		\$1,863.10
		Transactions		

## Account **53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)	01 - SA - Replaced condensing unit disconnect/breaker Unit 5	BC 2022-115	10/13/2023	355.25
321 - Harrell Fish, INC (HFI)	01- SA- Accessed condensing unit # 5	BC 2022-115	10/13/2023	185.00
321 - Harrell Fish, INC (HFI)	01 - SA - Fixed voltage to circuit board	BC 2022-115	10/13/2023	135.00
Account <b>53610 - Building Repairs</b> Totals		Invoice 3		\$675.25
		Transactions		

## Account **53990 - Other Services and Charges**

231 - IU Health OCC Health Services	01-Rabies Vaccine for ACO M Clarke-8/30/23		10/13/2023	315.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1		\$315.00
		Transactions		
Program <b>010000 - Main</b> Totals		Invoice 33		\$9,135.89
		Transactions		

## Program **010001 - Donations Over \$5K**

## Account **52210 - Institutional Supplies**

4586 - Hill's Pet Nutrition Sales, INC	01-Dog, puppy, kitten & cat food		10/13/2023	316.03
Account <b>52210 - Institutional Supplies</b> Totals		Invoice 1		\$316.03
		Transactions		

## Account **53130 - Medical**

6529 - BloomingPaws, LLC	01-Heartworm treatment, wound care, diagnostics. surgerv		10/13/2023	217.12
3929 - IDEXX Laboratories, INC	01-Fecal & bloodwork		10/13/2023	221.91
Account <b>53130 - Medical</b> Totals		Invoice 2		\$439.03
		Transactions		
Program <b>010001 - Donations Over \$5K</b> Totals		Invoice 3		\$755.06
		Transactions		
Department <b>01 - Animal Shelter</b> Totals		Invoice 36		\$9,890.95
		Transactions		

## Department **02 - Public Works**





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

## Program **020000 - Main**

### Account **46060 - Other Violations**

Capital Recovery Systems	26-Refund for funds deposited from chk #134272 on 9/11/23	10/13/2023	230.00
EAN Holdings LLC	26-One ticket on check had already been paid-23204704623	10/13/2023	60.00
Dan Fowler	26-Customer paid ticket then it was appealed & dismissed	10/13/2023	30.00
Account <b>46060 - Other Violations</b> Totals		Invoice 3	<hr/> \$320.00
		Transactions	

### Account **52110 - Office Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	02-2-3 Hole Punch PW Admin Office	10/13/2023	129.00
Account <b>52110 - Office Supplies</b> Totals		Invoice 1	<hr/> \$129.00
		Transactions	

### Account **53210 - Telephone**

1079 - AT&T	02-Radio circuits-phone charges 6/29- 7/28/23	10/04/2023	195.23
1079 - AT&T	02-Radio circuits-phone charges 7/29- 8/28/23	10/04/2023	195.23
Account <b>53210 - Telephone</b> Totals		Invoice 2	<hr/> \$390.46
		Transactions	

### Account **53990 - Other Services and Charges**

298 - Commercial Service Of Bloomington, INC	02-Replace Waste Line at Waldron Arts Ctr.- 8/1-8/4/23	10/13/2023	5,000.00
7455 - TriTech Software Systems	02-GIS Software Annual Lic/Asset Mgmt Software-12/29/23-12/28/24	10/13/2023	1,672.50
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2	<hr/> \$6,672.50
		Transactions	
Program <b>020000 - Main</b> Totals		Invoice 8	<hr/> \$7,511.96
		Transactions	
Department <b>02 - Public Works</b> Totals		Invoice 8	<hr/> \$7,511.96
		Transactions	

## Department **03 - City Clerk**

### Program **030000 - Main**

### Account **52420 - Other Supplies**

798 - Winters Associates Promotional Products, INC	03-Clerk staff gear-cardigans, henley tunic, shrua. full zin	10/13/2023	592.65
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# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

## Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

Account **52420 - Other Supplies** Totals

Invoice 1  
Transactions

\$592.65

06- cell phone chgs 08/12/23-09/11/23-Inv.  
287297421132X09192023

10/04/2023 163.12

Account **53210 - Telephone** Totals

Invoice 1  
Transactions

\$163.12

## Account **53230 - Travel**

5461 - Nicole Bolden

03-mileage reimb-travel to ILMCT education  
committee mta

10/13/2023 61.96

3560 - First Financial Bank / Credit Cards

03-refund sales tax hotel French Lick-Bolden

10/13/2023 (62.40)

Account **53230 - Travel** Totals

Invoice 2  
Transactions

(\$0.44)

## Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards

03-Otter Pro Subscription-9/22/23-9/22/24

10/13/2023 99.99

3560 - First Financial Bank / Credit Cards

03-McDowell Am Institute of Parliamentarian  
Me

10/13/2023 55.00

Account **53910 - Dues and Subscriptions** Totals

Invoice 2  
Transactions

\$154.99

Program **030000 - Main** Totals

Invoice 6

\$910.32

Department **03 - City Clerk** Totals

Transactions  
Invoice 6

\$910.32

## Department **04 - Economic & Sustainable Dev**

### Program **040000 - Main**

## Account **52110 - Office Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

04: colored steno pads

10/13/2023 24.74

Account **52110 - Office Supplies** Totals

Invoice 1  
Transactions

\$24.74

## Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

04: Online Training Course - M.Lynch-Intro  
Tax Credit Finance

10/13/2023 875.00

Account **53160 - Instruction** Totals

Invoice 1  
Transactions

\$875.00

## Account **53210 - Telephone**





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 - 10/13/23

13969 - AT&T Mobility II, LLC

06- cell phone chgs 08/12/23-09/11/23-Inv.  
287297421132X09192023  
Account **53210 - Telephone** Totals

10/04/2023 40.78

Invoice 1  
Transactions \$40.78

## Account **53230 - Travel**

8395 - McKaylyn Lynch

04: Climate Conf- Gary, IN-9/8/2023

10/13/2023 166.88

13383 - Shawn Christie Miya

04-Reimbursement for Climate Leadership Summit

10/13/2023 85.00

Account **53230 - Travel** Totals Invoice 2  
Transactions \$251.88

## Account **53910 - Dues and Subscriptions**

4397 - A & D Cycling Enterprises, LLC (Revolution Bike )

04: e-Bike for Go Bloomington 2024

10/13/2023 2,800.00

8279 - Diego Rafael Cruz Manansala

04: Design & Artwork for Go Bloomington Poster

10/13/2023 500.00

Account **53910 - Dues and Subscriptions** Totals Invoice 2  
Transactions \$3,300.00

## Account **53960 - Grants**

1051 - Bloomington Economic Development Corp

04: BEDC Annual Sponsorship 2023

10/13/2023 35,000.00

Account **53960 - Grants** Totals Invoice 1  
Transactions \$35,000.00

## Account **53970 - Mayor's Promotion of Business**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

04: wireless remote for art studio

10/13/2023 29.99

8878 - Jamal Louis Borden

04: Performance at Black Y Brown Arts Festival - Borden

10/13/2023 1,100.00

32 - Cassady Electrical Contractors, INC

04-Temporary Electrical Work for Art Exhibit 4th St Garage

10/13/2023 345.52

8841 - Bethan Evans

04-Rogers Family Park Dedication Performance

10/13/2023 150.00

203 - INDIANA UNIVERSITY

04: Art Activity Participation at Black y Brown Festival

10/13/2023 200.00

4549 - Kroger Limited Partnership I

04: Art Event Beverage Supplies (water & ice)

10/13/2023 9.16

Account **53970 - Mayor's Promotion of Business** Totals Invoice 6  
Transactions \$1,834.67

Program **040000 - Main** Totals Invoice 14  
Transactions \$41,327.07

## Program **04RCVR - Recover Foward**





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

## Account **53960 - Grants**

321 - Harrell Fish, INC (HFI)

04: BCT HVAC System Upgrade-payment 5  
of 5-final billing

10/13/2023 3,000.00

Account **53960 - Grants** Totals

Invoice 1 \$3,000.00

Transactions

Program **04RCVR - Recover Foward** Totals

Invoice 1 \$3,000.00

Transactions

Department **04 - Economic & Sustainable Dev** Totals

Invoice 15 \$44,327.07

Transactions

## Department **05 - Common Council**

### Program **050000 - Main**

#### Account **52110 - Office Supplies**

3560 - First Financial Bank / Credit Cards

05-fuel cost for travel - Matt Flaherty

10/13/2023 25.00

3560 - First Financial Bank / Credit Cards

05 - Binding for printed reports

10/13/2023 14.48

Account **52110 - Office Supplies** Totals

Invoice 2 \$39.48

Transactions

#### Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06- cell phone chgs 08/12/23-09/11/23-Inv.  
287297421132X09192023

10/04/2023 40.78

Account **53210 - Telephone** Totals

Invoice 1 \$40.78

Transactions

Program **050000 - Main** Totals

Invoice 3 \$80.26

Transactions

Department **05 - Common Council** Totals

Invoice 3 \$80.26

Transactions

## Department **06 - Controller's Office**

### Program **060000 - Main**

#### Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

06-Desk lamp and laptop holder for - C  
Gilliland

10/13/2023 64.96

371 - Pitney Bowes, INC

06- Mail Machine Red Ink cartridge #787-0  
(2)

10/13/2023 259.10

Account **52420 - Other Supplies** Totals

Invoice 2 \$324.06

Transactions

#### Account **53640 - Hardware and Software Maintenance**





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

3560 - First Financial Bank / Credit Cards	06-2024 CFS Tax Software upgrade and Renewal	10/13/2023	368.00
Account <b>53640 - Hardware and Software Maintenance</b> Totals		Invoice 1	\$368.00
		Transactions	
Account <b>53910 - Dues and Subscriptions</b>			
3560 - First Financial Bank / Credit Cards	06-AICPA 2024 Membership Dues for J Underwood	10/13/2023	549.00
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 1	\$549.00
		Transactions	
Account <b>53990 - Other Services and Charges</b>			
910 - FORVIS, LLP	06-assist w/preparation of 2021 GAAP financial statement. CBU	10/13/2023	17,325.00
391 - O. W. Krohn & Associates, LLP	06-prof serv in connection w/ general acct & TIF-through 8/31/23	10/13/2023	16,163.75
5648 - Reedy Financial Group, PC	06-Annexation Consulting - billing through 9/30/23	10/13/2023	12,104.30
5648 - Reedy Financial Group, PC	06-Financial Plan Consulting-billing through 9-30-2023	10/13/2023	2,512.30
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 4	\$48,105.35
		Transactions	
Program <b>060000 - Main</b> Totals		Invoice 8	\$49,346.41
		Transactions	
Department <b>06 - Controller's Office</b> Totals		Invoice 8	\$49,346.41
		Transactions	
Department <b>07 - Engineering</b>			
Program <b>070000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
6530 - Office Depot, INC	07-Desk organizer	10/13/2023	8.26
6530 - Office Depot, INC	07-dry eraser	10/13/2023	3.48
6530 - Office Depot, INC	07-Cubicle coat hook	10/13/2023	4.81
Account <b>52110 - Office Supplies</b> Totals		Invoice 3	\$16.55
		Transactions	
Account <b>52410 - Books</b>			
3560 - First Financial Bank / Credit Cards	07-ACEC IN-2024 INDOT Spec Books	10/13/2023	110.00
3560 - First Financial Bank / Credit Cards	07-Density Testing Standards (PDF Versions)	10/13/2023	230.00





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

3560 - First Financial Bank / Credit Cards

07-ATSSA-Temp Traffic Control Guide &  
shipping

10/13/2023 23.00

Account **52410 - Books** Totals

Invoice 3  
Transactions \$363.00

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

07-infrared Thermometer and case

10/13/2023 201.90

52580 - Jamar Technologies, INC

07-Precision cut tube (Traffic Count  
Supplies). freight charges

10/13/2023 534.00

8856 - Kessler Soils Engineering Products, INC (KSE)

07-Density Testing Supplies-International  
DCP kit. drop tester

10/13/2023 8,988.81

Account **52420 - Other Supplies** Totals

Invoice 3  
Transactions \$9,724.71

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

07-Traffic Control Technician Virtual Training  
J. Inman

10/13/2023 205.00

Account **53160 - Instruction** Totals

Invoice 1  
Transactions \$205.00

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06- cell phone chgs 08/12/23-09/11/23-Inv.  
287297421132X09192023

10/04/2023 549.57

Account **53210 - Telephone** Totals

Invoice 1  
Transactions \$549.57

Account **53240 - Freight / Other**

3560 - First Financial Bank / Credit Cards

07-ATSSA-Temp Traffic Control Guide &  
shipping

10/13/2023 7.50

52580 - Jamar Technologies, INC

07-Precision cut tube (Traffic Count  
Supplies). freight charges

10/13/2023 38.00

Account **53240 - Freight / Other** Totals

Invoice 2  
Transactions \$45.50

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards

07-Doxpop Subscription Access - Public  
Records 9/13-10/12/23

10/13/2023 20.40

Account **53910 - Dues and Subscriptions** Totals

Invoice 1  
Transactions \$20.40

Account **53990 - Other Services and Charges**

51463 - DLT Solutions, LLC

07-Autodesk telephone support (3)-7/16/23-  
7/15/24

10/13/2023 237.00

Account **53990 - Other Services and Charges** Totals

Invoice 1  
Transactions \$237.00





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

Program **070000 - Main** Totals  
Department **07 - Engineering** Totals

Invoice 15	\$11,161.73
Transactions	
Invoice 15	\$11,161.73
Transactions	

Department **09 - CFRD**

Program **090000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

09-Lysol Disinfectant Spray	10/13/2023	36.99
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6530 - Office Depot, INC

09- Small Legal Pads-Office Supplies	10/13/2023	3.60
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Account **52110 - Office Supplies** Totals

Invoice 2	\$40.59
Transactions	

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

09-Wonder Woman TShirts for MCUM	10/13/2023	96.93
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8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

Wonder Women Event		
09-Clear Acrylic Document Holders-Programs & Events	10/13/2023	24.99

3560 - First Financial Bank / Credit Cards

09-Office Supplies-Office Chair for Ximena Martinez	10/13/2023	155.99
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3560 - First Financial Bank / Credit Cards

09-Wonder Woman TShirt for MCUM	10/13/2023	28.89
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3560 - First Financial Bank / Credit Cards

Wonder Women Event		
09-Office Furniture-Office Chair for Shatoyia Moss	10/13/2023	209.99

3560 - First Financial Bank / Credit Cards

09-Tax Reimbursement for Esty Purchase-Wonder Woman T-Shirt	10/13/2023	(1.89)
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Account **52420 - Other Supplies** Totals

Invoice 6	\$514.90
Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06- cell phone chgs 08/12/23-09/11/23-Inv. 287297421132X09192023	10/04/2023	122.34
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Account **53210 - Telephone** Totals

Invoice 1	\$122.34
Transactions	

Account **53310 - Printing**

3892 - Midwest Color Printing, INC

09-Business cards for Michael Shermis-250 ct	10/13/2023	66.24
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Account **53310 - Printing** Totals

Invoice 1	\$66.24
Transactions	

Account **53910 - Dues and Subscriptions**





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

3560 - First Financial Bank / Credit Cards

09-Constant Contact Monthly Subscription	10/13/2023	145.00
Fee 9/27/23		
Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	\$145.00
	Transactions	

Account **53960 - Grants**

56 - Middle Way House, INC

09-Violence Reduction Grant 2023-Full	10/13/2023	25,000.00
Amount		
09-Violence Reduction Grant 2023-Full	10/13/2023	13,750.00
Amount		

18311 - New Leaf/New Life, INC

Account <b>53960 - Grants</b> Totals	Invoice 2	\$38,750.00
	Transactions	
Program <b>090000 - Main</b> Totals	Invoice 13	\$39,639.07
	Transactions	
Department <b>09 - CFRD</b> Totals	Invoice 13	\$39,639.07
	Transactions	

Department **10 - Legal**

Program **100000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

10- credit for inv 314787887001	10/13/2023	(19.17)
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6530 - Office Depot, INC

10-pens, desk pad, post it flags, pencil	10/13/2023	128.18
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6530 - Office Depot, INC

holder		
10- stapler, label tape	10/13/2023	17.33

6530 - Office Depot, INC

10-wrist rest	10/13/2023	9.99
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Account <b>52110 - Office Supplies</b> Totals	Invoice 4	\$136.33
	Transactions	

Account **53120 - Special Legal Services**

50587 - Barnes & Thornburg LLP

10- legal services general municipal advice- Aug 2023	10/13/2023	878.50
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50587 - Barnes & Thornburg LLP

10-legal services convention center expansion-Aug 2023	10/13/2023	927.50
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50587 - Barnes & Thornburg LLP

10- legal services ARPA Compliance & Reportina-Aug 2023	10/13/2023	15,483.00
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3560 - First Financial Bank / Credit Cards

10- dox pop -9/3-12/2/23	10/13/2023	148.50
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Account <b>53120 - Special Legal Services</b> Totals	Invoice 4	\$17,437.50
	Transactions	

Account **53990 - Other Services and Charges**





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 - 10/13/23

12604 - Howard D Bruce (Tabor/Bruce Architecture & Design, INC)	10-Renovations and office planning to existina-9/10/23	10/13/2023	1,380.00
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1		\$1,380.00
	Transactions		
Program <b>100000 - Main</b> Totals	Invoice 9		\$18,953.83
	Transactions		
Department <b>10 - Legal</b> Totals	Invoice 9		\$18,953.83
	Transactions		
Department <b>11 - Mayor's Office</b>			
Program <b>110000 - Main</b>			
Account <b>52420 - Other Supplies</b>			
3560 - First Financial Bank / Credit Cards	11 - catering for Town and Gown meeting	10/13/2023	190.86
6530 - Office Depot, INC	11 - printer ink cartridge	10/13/2023	147.78
Account <b>52420 - Other Supplies</b> Totals	Invoice 2		\$338.64
	Transactions		
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>			
3560 - First Financial Bank / Credit Cards	11 - OFN registration J. Hamilton 10/16/23-10/18/23	10/13/2023	550.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	Invoice 1		\$550.00
	Transactions		
Account <b>53310 - Printing</b>			
129 - FedEx Print Service, INC (Printing Only)	11-signage-Hopewell groundbreaking-ACCT #0547243307	10/13/2023	135.97
Account <b>53310 - Printing</b> Totals	Invoice 1		\$135.97
	Transactions		
Account <b>53990 - Other Services and Charges</b>			
3560 - First Financial Bank / Credit Cards	11 - September digital marketing SIB-633981	10/13/2023	181.00
53442 - Paragon Micro, INC	11-2 adobe creative cloud subscriptions-9/22/23-9/22/24	10/13/2023	1,999.98
53442 - Paragon Micro, INC	11 - digital storage-billed monthly - 7/31/2023	10/13/2023	9.16
53442 - Paragon Micro, INC	11-digital storage-billed monthly- 8/31/2023	10/13/2023	9.16
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 4		\$2,199.30
	Transactions		
Program <b>110000 - Main</b> Totals	Invoice 8		\$3,223.91
	Transactions		





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

Department <b>11 - Mayor's Office</b> Totals		Invoice 8 Transactions	\$3,223.91
Department <b>12 - Human Resources</b>			
Program <b>120000 - Main</b>			
Account <b>53910 - Dues and Subscriptions</b>			
3560 - First Financial Bank / Credit Cards	12-SHRM Membership Renewal- Scales	10/13/2023	244.00
3560 - First Financial Bank / Credit Cards	12-SHRM Membership-Mevis	10/13/2023	244.00
3560 - First Financial Bank / Credit Cards	12-SHRM Membership- Anderson	10/13/2023	244.00
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 3 Transactions	\$732.00
Account <b>53990 - Other Services and Charges</b>			
8888 - J.J. Keller & Associates, INC	12-labor law poster renewal (10)	10/13/2023	997.30
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1 Transactions	\$997.30
Program <b>120000 - Main</b> Totals		Invoice 4 Transactions	\$1,729.30
Department <b>12 - Human Resources</b> Totals		Invoice 4 Transactions	\$1,729.30
Department <b>13 - Planning</b>			
Program <b>130000 - Main</b>			
Account <b>43310 - Application Fee</b>			
Joyce Searls	13-Paid variance req-but was determined it was not nec-V26-23	10/13/2023	100.00
Account <b>43310 - Application Fee</b> Totals		Invoice 1 Transactions	\$100.00
Account <b>53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	06- cell phone chgs 08/12/23-09/11/23-Inv. 287297421132X09192023	10/04/2023	367.02
Account <b>53210 - Telephone</b> Totals		Invoice 1 Transactions	\$367.02
Account <b>53230 - Travel</b>			
8807 - Jennifer Burrell	13- per diem-INAFSM Conference-Florence, IN-9/13-9/15/23	10/13/2023	40.00





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

3560 - First Financial Bank / Credit Cards	13- Hotel Reservation for Jennifer Burrell- 9/13-9/15/23	10/13/2023	238.00
3560 - First Financial Bank / Credit Cards	13- Hotel Guarantee for Melissa Hirtzel-NV- 10/22-10/25/23	10/13/2023	232.43
Account <b>53230 - Travel</b> Totals		Invoice 3 Transactions	<hr/> \$510.43
Account <b>53320 - Advertising</b>			
6891 - Gatehouse Media Indiana Holdings	13-Legal Publication in HT for ZO-29-23 Plan Commission	10/13/2023	53.90
Account <b>53320 - Advertising</b> Totals		Invoice 1 Transactions	<hr/> \$53.90
Account <b>53990 - Other Services and Charges</b>			
6235 - Toole Design Group, LLC	13- Safe Streets and Roads for All Action Plan-thru 8/25/23	BC 2023-036 10/13/2023	5,230.89
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1 Transactions	<hr/> \$5,230.89
Program <b>130000 - Main</b> Totals		Invoice 7 Transactions	<hr/> \$6,262.24
Program <b>131000 - Environmental</b>			
Account <b>52420 - Other Supplies</b>			
651 - Engraving & Stamp Center, INC	13- Name Tag for Environmental Commission - Karenni Tankerslev	10/13/2023	17.42
651 - Engraving & Stamp Center, INC	13-Name Tag for EC - Megan M, Don E, and Kristen M	10/13/2023	38.26
Account <b>52420 - Other Supplies</b> Totals		Invoice 2 Transactions	<hr/> \$55.68
Program <b>131000 - Environmental</b> Totals		Invoice 2 Transactions	<hr/> \$55.68
Program <b>132000 - MPO</b>			
Account <b>52420 - Other Supplies</b>			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13- MPO Workshop Supplies - Water and Paper Table Covering	10/13/2023	255.08
7149 - Namify, LLC	13- Name tag for Pat Martin	10/13/2023	16.35
Account <b>52420 - Other Supplies</b> Totals		Invoice 2 Transactions	<hr/> \$271.43
Account <b>53160 - Instruction</b>			
1103 - American Planning Association, Indiana Chapter	13-CME Credits for 2023 MPO Conference	10/13/2023	100.00





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

3560 - First Financial Bank / Credit Cards

13- APA Conference Registration for Gabriel  
Holbrow

10/13/2023 185.00

Account **53160 - Instruction** Totals

Invoice 2 \$285.00

Program **132000 - MPO** Totals

Transactions Invoice 4 \$556.43

Department **13 - Planning** Totals

Transactions Invoice 13 \$6,874.35  
Transactions

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52210 - Institutional Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

19 - (2) Flagger Ahead Signs

10/13/2023 119.90

Account **52210 - Institutional Supplies** Totals

Invoice 1 \$119.90  
Transactions

Account **52310 - Building Materials and Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

19 - Sprinkler Valve Box Cover

10/13/2023 16.33

293 - J&S Locksmith Shop, INC

19- Equipment Supplies-Base, (2) Cover, (2)  
autocut C 26-2 head

10/13/2023 120.60

8658 - Kleindorfer's Hardware LLC

19 - hose adapter, thread tape and 2 -  
marking paint -facilities

10/13/2023 28.26

8658 - Kleindorfer's Hardware LLC

19 - Keys, bags glue, kilz, pik stiks, cable  
clips

10/13/2023 196.90

Account **52310 - Building Materials and Supplies** Totals

Invoice 4 \$362.09  
Transactions

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

19 - USB Flash Drive

10/13/2023 26.99

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

19 - 28" Traffic Cones

10/13/2023 125.98

Account **52420 - Other Supplies** Totals

Invoice 2 \$152.97  
Transactions

Account **52430 - Uniforms and Tools**

19171 - Aramark Uniform & Career Apparel Group, INC

19 - Work Uniforms for Facility Employees -  
9/21/2023

10/13/2023 12.41

Account **52430 - Uniforms and Tools** Totals

Invoice 1 \$12.41  
Transactions

Account **53140 - Exterminator Services**





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

51538 - Economy Termite & Pest Control, INC

19-Pest Control Services @ City Hall - 9/15/2023	BC 2022-113	10/13/2023	75.00
Account <b>53140 - Exterminator Services</b> Totals	Invoice 1		<hr/> \$75.00
	Transactions		

Account **53510 - Electrical Services**

223 - Duke Energy

19-Fac Summary Elec Billing-04/02/23- 09/01/23		10/04/2023	11,748.38
Account <b>53510 - Electrical Services</b> Totals	Invoice 1		<hr/> \$11,748.38
	Transactions		

Account **53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)

19 - SA - Replaced main contactor Council Chambers	BC 2022-115	10/13/2023	2,870.98
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321 - Harrell Fish, INC (HFI)

19 - SA - Worked on heat pump-Legal Dept	BC 2022-115	10/13/2023	1,130.00
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321 - Harrell Fish, INC (HFI)

19-SA-Replaced fuse. replaced thermostat, rechard. -OOTM/P&R	BC 2022-115	10/13/2023	2,381.08
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392 - Koorsen Fire & Security, INC

19 - SA - Annual Fire Alarm Base/Cell	BC 2022-092	10/13/2023	600.00
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5012 - Stanley Access Technologies, LLC

Monitorino-9/15/23-9/14/24			
19 - Repaired microwave motion sensor		10/13/2023	878.81

Account <b>53610 - Building Repairs</b> Totals	Invoice 5		<hr/> \$7,860.87
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Program <b>190000 - Main</b> Totals	Transactions		
	Invoice 15		<hr/> \$20,331.62

Department <b>19 - Facilities Maintenance</b> Totals	Transactions		
	Invoice 15		<hr/> \$20,331.62

Department **28 - ITS**

Program **280000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

28 - 10 Cases Copy Paper		10/13/2023	384.00
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5103 - Staples Contract & Commercial, INC

28 - Windex (4)		10/13/2023	25.16
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5103 - Staples Contract & Commercial, INC

28 - Swiffer, Pins		10/13/2023	25.88
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Account <b>52110 - Office Supplies</b> Totals	Invoice 3		<hr/> \$435.04
	Transactions		

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

28 - 4 Journal Notebooks for AD for Ops		10/13/2023	47.60
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# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

6530 - Office Depot, INC	28 - Endust 3 pack	10/13/2023	25.99
6530 - Office Depot, INC	28 - Tissues 6 pack	10/13/2023	14.99
Account <b>52420 - Other Supplies</b> Totals		Invoice 3 Transactions	<hr/> \$88.58
Account <b>53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	28-UDEMY-5 Networking Trainings for Asst. Dir. Ops-Crump	10/13/2023	88.95
3560 - First Financial Bank / Credit Cards	28-UDEMY- 3 Networking Trainings for TSG Member-DeHart	10/13/2023	56.97
Account <b>53160 - Instruction</b> Totals		Invoice 2 Transactions	<hr/> \$145.92
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>			
4408 - Environmental Systems Research Institute,INC ESRI	28 - ArcGIS Enterprise Portal Annual Sub 5/17/23-4/30/24	10/13/2023	619.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals		Invoice 1 Transactions	<hr/> \$619.00
Account <b>53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	06- cell phone chgs 08/12/23-09/11/23-Inv. 287297421132X09192023	10/04/2023	119.26
Account <b>53210 - Telephone</b> Totals		Invoice 1 Transactions	<hr/> \$119.26
Account <b>53640 - Hardware and Software Maintenance</b>			
6870 - Carahsoft Technology Corporation	28 - City Software-Falcon Endpoint, Threat Graph. Insight	10/13/2023	47,137.00
3989 - Ricoh USA, INC	28 - Printers/Copiers ITS Portion 8/17/23- 9/16/23	10/13/2023	2,415.48
3989 - Ricoh USA, INC	28 - Printers/Copiers ITS Portion 8/17/23- 9/16/23	10/13/2023	147.33
Account <b>53640 - Hardware and Software Maintenance</b> Totals		Invoice 3 Transactions	<hr/> \$49,699.81
Account <b>53910 - Dues and Subscriptions</b>			
4408 - Environmental Systems Research Institute,INC ESRI	28 - ArcGIS Enterprise Portal Annual Sub 5/17/23-4/30/24	10/13/2023	4,885.00
3560 - First Financial Bank / Credit Cards	28 - Bluesky Zoom Timer Billed Monthly	10/13/2023	89.95
3560 - First Financial Bank / Credit Cards	28 - UAV registration fee - Register at FAA	10/13/2023	5.00
3560 - First Financial Bank / Credit Cards	28-Zoom 500., 1000 webinar, 500GB cloud - 2023	10/13/2023	430.00





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

3560 - First Financial Bank / Credit Cards	28 - Google domain	10/13/2023	12.00
3560 - First Financial Bank / Credit Cards	helpinabloomingtonmonroe.org 2023/24	10/13/2023	119.00
3560 - First Financial Bank / Credit Cards	28 - Submittable monthly subscription 2023 9/27/23-10/27/23	10/13/2023	35.97
3560 - First Financial Bank / Credit Cards	28 - HT Newspaper Subscription 2023 09/04/23	10/13/2023	175.51
53442 - Paragon Micro, INC	28 - Google APIs 2023 August 2023	10/13/2023	7,999.92
	28 - 8 Adobe Creative Cloud All Apps licenses - ITS Staff	10/13/2023	
Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 9		\$13,752.35
	Transactions		
Account <b>54420 - Purchase of Equipment</b>			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Adaptor for Conference Room Council Chambers	10/13/2023	17.79
Account <b>54420 - Purchase of Equipment</b> Totals	Invoice 1		\$17.79
	Transactions		
Program <b>280000 - Main</b> Totals	Invoice 23		\$64,877.75
	Transactions		
Department <b>28 - ITS</b> Totals	Invoice 23		\$64,877.75
	Transactions		
Fund <b>101 - General Fund (S0101)</b> Totals	Invoice 176		\$278,858.53
	Transactions		
Fund <b>103 - Restricted Donations(ord 05-17)</b>			
Department <b>06 - Controller's Office</b>			
Program <b>400101 - Animal Medical Services</b>			
Account <b>53130 - Medical</b>			
50350 - Arlington Heights Veterinary Hospital, INC	01-spay/neuter surgeries	10/13/2023	1,040.00
6529 - BloomingPaws, LLC	01-Heartworm treatment, wound care, diagnostics, surgery	10/13/2023	1,618.96
6529 - BloomingPaws, LLC	01-Spay/neuter surgeries	10/13/2023	1,488.54
6529 - BloomingPaws, LLC	01-Wound repair surgeries	10/13/2023	535.44
Account <b>53130 - Medical</b> Totals	Invoice 4		\$4,682.94
	Transactions		
Program <b>400101 - Animal Medical Services</b> Totals	Invoice 4		\$4,682.94
	Transactions		
Program <b>400201 - PW Neighborhood Sidewalk Prg</b>			





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

## Account **53990 - Other Services and Charges**

334 - Irving Materials, INC	0-Concrete materials for SW Assistance Prog- 2630 E. Poplar Drive	10/13/2023	776.00
334 - Irving Materials, INC	0-Concrete materials ADA Ramp-Poplar Dr & Poplar Ct	10/13/2023	740.00
334 - Irving Materials, INC	0-Concrete materials ADA Ramp-Poplar Dr & Poplar Ct	10/13/2023	488.00
334 - Irving Materials, INC	0-Concrete materials for SW Assistance Prog- 528 N Park Ridge Rd	10/13/2023	1,460.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 4	<hr/> \$3,464.00
Program <b>400201 - PW Neighborhood Sidewalk Prg</b> Totals		Transactions	
		Invoice 4	<hr/> \$3,464.00
Department <b>06 - Controller's Office</b> Totals		Transactions	
		Invoice 8	<hr/> \$8,146.94
Fund <b>103 - Restricted Donations(ord 05-17)</b> Totals		Transactions	
		Invoice 8	<hr/> \$8,146.94
		Transactions	

## Fund **153 - LIT – Economic Development**

### Department **12 - Human Resources**

#### Program **120000 - Main**

## Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	12-TSU Career Fair	10/13/2023	450.00
8799 - Stephen Anthony Johnson	12- Reimb-Career Fair-TN-9/20-9/23/23	10/13/2023	887.77
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2	<hr/> \$1,337.77
Program <b>120000 - Main</b> Totals		Transactions	
		Invoice 2	<hr/> \$1,337.77
Department <b>12 - Human Resources</b> Totals		Transactions	
		Invoice 2	<hr/> \$1,337.77
Fund <b>153 - LIT – Economic Development</b> Totals		Transactions	
		Invoice 2	<hr/> \$1,337.77
		Transactions	

## Fund **312 - Community Services**

### Department **09 - CFRD**

#### Program **090003 - Com Serv - Status of Women**

## Account **52420 - Other Supplies**





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

3560 - First Financial Bank / Credit Cards

09-Tax Reimbursement for ODP Purchase-  
CSW Banners  
Account **52420 - Other Supplies** Totals

10/13/2023 (11.06)

Program **090003 - Com Serv - Status of Women** Totals

Invoice 1 (\$11.06)  
Transactions  
Invoice 1 (\$11.06)  
Transactions

Program **090004 - Com Serv- Accessibility**

Account **53990 - Other Services and Charges**

205 - City Of Bloomington

09-SYP Pavilion Rental- CCA Gather 2023  
Arts-10/30/23  
Account **53990 - Other Services and Charges** Totals

10/13/2023 410.00

Program **090004 - Com Serv- Accessibility** Totals

Invoice 1 \$410.00  
Transactions  
Invoice 1 \$410.00  
Transactions

Program **090014 - Latino Programs**

Account **52420 - Other Supplies**

3560 - First Financial Bank / Credit Cards

09-Kroger-Snacks for Volunteers-Fiesta del  
Otono 2023

10/13/2023 26.63

4549 - Kroger Limited Partnership I

09-Credit back sales tax #126164

10/13/2023 (1.54)

4549 - Kroger Limited Partnership I

09-Sandwiches for Volunteers-Fiesta del  
Otono 2023

10/13/2023 65.50

6388 - Itia G Saahir

09-Custom T-Shirts for Staff of Fiesta del  
Otono 2023

10/13/2023 300.00

Account **52420 - Other Supplies** Totals

Invoice 4 \$390.59  
Transactions

Account **53990 - Other Services and Charges**

8885 - Ivan Alejandro Maceda Vela (IAM Services LLC)

09-Mariachi Music Performance-IAM Services-  
Fiesta del Otono 202  
Account **53990 - Other Services and Charges** Totals

10/13/2023 200.00

Program **090014 - Latino Programs** Totals

Invoice 1 \$200.00  
Transactions  
Invoice 5 \$590.59  
Transactions

Program **090016 - Com Serv - Safe & Civil**

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

09-Prizes for SWAGGER Winners

10/13/2023 308.96

3560 - First Financial Bank / Credit Cards

09-Tax Reimbursement for ODP Purchase-  
Double-Sided Banner

10/13/2023 (9.10)





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

3560 - First Financial Bank / Credit Cards

09-Sam's Club for 2 packs of 24 waters for  
Black v Brown 2023  
Account **52420 - Other Supplies** Totals

10/13/2023 15.96

Invoice 3  
Transactions \$315.82

Account **53990 - Other Services and Charges**

8381 - Stafford C Berry, JR

09-African American Dance Company-  
Performance at BvB 2023  
09-Safe and Civil City Jotform 9/23-  
10/23/2023

10/13/2023 1,000.00

3560 - First Financial Bank / Credit Cards

10/13/2023 19.00

8883 - Teresa C Reynolds (Teresa Reynolds Arts & Events)

09-Teresa Reynolds & the Slicktones-  
Performance at BvB 2023

10/13/2023 1,000.00

Account **53990 - Other Services and Charges** Totals

Invoice 3 \$2,019.00

Program **090016 - Com Serv - Safe & Civil** Totals

Transactions

Invoice 6 \$2,334.82

Department **09 - CFRD** Totals

Transactions

Invoice 13 \$3,324.35

Fund **312 - Community Services** Totals

Transactions

Invoice 13 \$3,324.35

Transactions

Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

28 -Cables, USB, Adapters, Presenter ITS  
Inventory Ref  
Account **52420 - Other Supplies** Totals

10/13/2023 617.65

Invoice 1 \$617.65

Transactions

Account **54310 - Improvements Other Than Building**

4533 - AVTECH Software, INC

28- Server Room Leak Sensors

10/13/2023 3,112.50

Account **54310 - Improvements Other Than Building** Totals

Invoice 1 \$3,112.50

Transactions

Invoice 2 \$3,730.15

Transactions

Program **254000 - Infrastructure** Totals

Program **256000 - Services**

Account **53150 - Communications Contract**

203 - INDIANA UNIVERSITY

25 - Fire Station Dark Fiber Service -Sept  
2023

10/13/2023 65.00





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

12283 - Smithville Communications

28-401 N Morton-Internet /telecom hotel-  
October -23-inc temp F  
Account **53150 - Communications Contract** Totals

10/04/2023 4,589.27

Invoice 2  
Transactions \$4,654.27

Account **54450 - Equipment**

53442 - Paragon Micro, INC

28 - CAPR Animal Shelter HP Printer

10/13/2023 369.99

53442 - Paragon Micro, INC

28 - CAPR Chambers Video Conference PC

10/13/2023 1,549.99

53442 - Paragon Micro, INC

28 - CAPR 10 UPS City Stock

10/13/2023 749.90

Account **54450 - Equipment** Totals

Invoice 3 \$2,669.88

Transactions

Program **256000 - Services** Totals

Invoice 5 \$7,324.15

Transactions

Department **25 - Telecommunications** Totals

Invoice 7 \$11,054.30

Transactions

Fund **401 - Non-Reverting Telecom (S1146)** Totals

Invoice 7 \$11,054.30

Transactions

Fund **405 - Non-Reverting Improve I(S0113)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53120 - Special Legal Services**

19660 - Bose McKinney & Evans, LLP

10-legal services annexation remonstrances-  
Aug 2023

10/13/2023 42,585.49

608 - Krieg Devault, LLP

10- legal services Governmental Affairs-  
August 2023

10/13/2023 2,500.00

Account **53120 - Special Legal Services** Totals

Invoice 2 \$45,085.49

Transactions

Program **060000 - Main** Totals

Invoice 2 \$45,085.49

Transactions

Department **06 - Controller's Office** Totals

Invoice 2 \$45,085.49

Transactions

Fund **405 - Non-Reverting Improve I(S0113)** Totals

Invoice 2 \$45,085.49

Transactions

Fund **450 - Local Road and Street(S0706)**

Department **20 - Street**

Program **200000 - Main**





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy	02-Illinois St/Illinois Ct-elec chgs 08/22-09/20/23	BC 2021-12	10/04/2023	6.29
223 - Duke Energy	02-W. 12th & N. Lindberg -elec. chgs 08/22-09/20/23	BC 2021-11	10/04/2023	3.50
223 - Duke Energy	02-6th & Lincoln-meter surface lot-elec. chgs 08/03/23-09/02/23	BC 2019-74	10/04/2023	16.75
223 - Duke Energy	02-N. Blair Ave-walkway elec chgs-08/22-09/20/23		10/04/2023	3.25
223 - Duke Energy	02-Rogers Rd Sidepath-elec chgs 08/16-09/15/23	BC 2019-99	10/04/2023	8.76
223 - Duke Energy	02-W 11th (Fairview & Fountain)-elec chgs 08/22/23-09/20/23	Bc 2021-10	10/04/2023	41.19
223 - Duke Energy	02-Gray/Lemon/Fountain-elec chgs-08/22/23-09/20/23	Bc 2021-143	10/04/2023	20.28
223 - Duke Energy	02-11th & Walnut Signal-elec chgs 08/08-09/07/23		10/04/2023	44.87
223 - Duke Energy	02-Lighting 2538 S Buttonwood Lane elec chgs 08/02/23-09/01/23	BC 2022-025	10/04/2023	6.87
223 - Duke Energy	02- Int. of 14th & walnut-elec chgs 08/08/23-09/07/23		10/04/2023	43.07
223 - Duke Energy	02-2301 E. Woodstock Pl equip/elec chgs 08/04-09/05/23	BC 2022-124	10/04/2023	28.24
223 - Duke Energy	02-E. 10th St Indiana to Walnut Phase I, Equipment & Lighting	BC 2022-081	10/04/2023	46,796.94
223 - Duke Energy	02-Signal Summary Billing-elec chgs 07/28-09/02/23		10/04/2023	3,322.93
223 - Duke Energy	02-Showers (501 N Morton) Energy & Maint 08/23/23-09/21/23	BC 2022-097	10/04/2023	299.84
223 - Duke Energy	02-1010 W 14th ST-equip/elec chgs 08/23/23-09/21/23	BC 2022-127	10/04/2023	15.66
223 - Duke Energy	02-W 12th-Lindbergh to Lincoln/elec chgs 08/23/23-09/21/23	BC 2021-11	10/04/2023	31.34
223 - Duke Energy	02-W. 15th St-N Lindbergh to Woodburn-elec 08/23/23-09/21/23	BC 2022-128	10/04/2023	48.72
223 - Duke Energy	02-308 N Roger-crosswalk-elec chgs 8/29-9/26/23		10/04/2023	11.26
223 - Duke Energy	02-W 17th St Reconstruction Proj-elec chgs 8/30-9/27/23	BC 2019-71	10/04/2023	99.42
223 - Duke Energy	02-3rd/5th/Adams traffic signal-elec chgs 08/25/23-09/22/23		10/04/2023	46.49
223 - Duke Energy	02-Downtown Alleys LED PH II-elec chgs 08/29/23-09/26/23	BC 2021-60	10/04/2023	19.03
223 - Duke Energy	02-6th St (Fairview to Elm)-elec chgs 08/25/23-09/22/23	BC 2021-59	10/04/2023	24.20





# Board of Public Works Claim Register

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223 - Duke Energy	02-W 3rd & N Rogers-elec. chgs 08/29/23- 09/26/23	BC 2021-94	10/04/2023	5.85
223 - Duke Energy	02-Henderson St Pathway-elec chgs 08/30/23-09/27/23	BC 2019-100	10/04/2023	45.64
223 - Duke Energy	02-Trailview Subdivision-elec. chgs 08/30/23-09/27/23	BC 2022-076	10/04/2023	45.30
Account <b>53520 - Street Lights / Traffic Signals</b> Totals				Invoice 25 Transactions
Program <b>200000 - Main</b> Totals				Invoice 25 Transactions
Department <b>20 - Street</b> Totals				Invoice 25 Transactions
Fund <b>450 - Local Road and Street(S0706)</b> Totals				Invoice 25 Transactions
Fund <b>451 - Motor Vehicle Highway(S0708)</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>52110 - Office Supplies</b>				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-power cord for Morris		10/13/2023	16.17
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-Otterbox for iPhone		10/13/2023	43.88
53442 - Paragon Micro, INC	20-Logitech Wireless Solar Combo keyboard/mouse for D Workman		10/13/2023	74.99
Account <b>52110 - Office Supplies</b> Totals				Invoice 3 Transactions
Account <b>52210 - Institutional Supplies</b>				
313 - Fastenal Company	20-Safety Supplies for Crews, (26) safety vests		10/13/2023	248.30
Account <b>52210 - Institutional Supplies</b> Totals				Invoice 1 Transactions
Account <b>52340 - Other Repairs and Maintenance</b>				
177 - Indiana Oxygen Company, INC	20-Propane for crews cyliners		10/13/2023	188.32
177 - Indiana Oxygen Company, INC	20-Propane for crews cyliners		10/13/2023	169.65
3039 - Unistructural Support Systems, LTD	20-Sign materials (posts & anchors)		10/13/2023	7,780.00
Account <b>52340 - Other Repairs and Maintenance</b> Totals				Invoice 3 Transactions





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
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## Account **52420 - Other Supplies**

409 - Black Lumber Co. INC	20-Wood demo & PVC for sidewalk crew	10/13/2023	31.94
409 - Black Lumber Co. INC	20-1X4-10 Pine Pro for sidewalk crew	10/13/2023	38.34
409 - Black Lumber Co. INC	20-Caution flag tape	10/13/2023	25.98
409 - Black Lumber Co. INC	20-(3) Gray Concrete ptch for sidewalk crew	10/13/2023	57.97
409 - Black Lumber Co. INC	20-dustpan, broom, towels, back saver sprayer	10/13/2023	74.47
4574 - John Deere Financial f.s.b. (Rural King)	20-Crossover toolbox (4151) & mulch/straw for sidewalks	10/13/2023	501.85
1743 - The Home City Ice Company	20-Ice (93) Services for crews	10/13/2023	218.67
Account <b>52420 - Other Supplies</b> Totals		Invoice 7 Transactions	<hr/> \$949.22

## Account **53130 - Medical**

231 - IU Health OCC Health Services	20-DOT 5 Panel E Screen-K. Blevins-8/28/23	10/13/2023	100.00
Account <b>53130 - Medical</b> Totals		Invoice 1 Transactions	<hr/> \$100.00

## Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06- cell phone chgs 08/12/23-09/11/23-Inv. 287297421132X09192023	10/04/2023	130.22
Account <b>53210 - Telephone</b> Totals		Invoice 1 Transactions	<hr/> \$130.22

## Account **53310 - Printing**

3892 - Midwest Color Printing, INC	20-Business cards for Jeffery Morris (250)	10/13/2023	69.58
Account <b>53310 - Printing</b> Totals		Invoice 1 Transactions	<hr/> \$69.58

## Account **53510 - Electrical Services**

223 - Duke Energy	19-Fac Summary Elec Billing-04/02/23- 09/01/23	BC 2010-23 10/04/2023	527.05
Account <b>53510 - Electrical Services</b> Totals		Invoice 1 Transactions	<hr/> \$527.05

## Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)- 9/20/23	10/13/2023	8.34
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# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-9/20/23	10/13/2023	38.47
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)- 9/27/23	10/13/2023	8.35
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-9/27/23	10/13/2023	38.47
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice 4	\$93.63
Account <b>53990 - Other Services and Charges</b>		Transactions	
6152 - K&S Rolloff, INC	20-Rolloff Services for Traffic Division building	10/13/2023	332.90
6152 - K&S Rolloff, INC	20-Rolloff Services for sweeper debris 9/6/23 (2)	10/13/2023	500.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-9/13/23	10/13/2023	200.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 3	\$1,032.90
Program <b>200000 - Main</b> Totals		Transactions	
Department <b>20 - Street</b> Totals		Invoice 25	\$11,423.91
Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals		Transactions	
		Invoice 25	\$11,423.91
Fund <b>452 - Parking Facilities(S9502)</b>		Transactions	
Department <b>26 - Parking</b>			
Program <b>260000 - Main</b>			
Account <b>52210 - Institutional Supplies</b>			
5099 - Office Three Sixty, INC	26-trash can liners for all garages	10/13/2023	348.35
5099 - Office Three Sixty, INC	26- cleaning towels, scrub brushes for all garages	10/13/2023	265.14
Account <b>52210 - Institutional Supplies</b> Totals		Invoice 2	\$613.49
Account <b>52340 - Other Repairs and Maintenance</b>		Transactions	
293 - J&S Locksmith Shop, INC	26- 4th St garage public bathroom lock/service call	10/13/2023	200.00
Account <b>52340 - Other Repairs and Maintenance</b> Totals		Invoice 1	\$200.00
Account <b>52430 - Uniforms and Tools</b>		Transactions	





# Board of Public Works Claim Register

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3588 - Cintas Corporation (Cintas #529 EFT Vendor)

26- uniforms for employees-7-8-2023	10/13/2023	44.99
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Account <b>52430 - Uniforms and Tools</b> Totals	Invoice 1	\$44.99
	Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06- cell phone chgs 08/12/23-09/11/23-Inv.	10/04/2023	40.78
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287297421132X09192023

Account <b>53210 - Telephone</b> Totals	Invoice 1	\$40.78
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Transactions

Account **53510 - Electrical Services**

223 - Duke Energy

19-Fac Summary Elec Billing-04/02/23-09/01/23	10/04/2023	6,101.10
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223 - Duke Energy

26-4th St Garage-elec chgs 06/28-08/28/22	10/04/2023	1,182.51
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223 - Duke Energy

26-Trades Garage-489 W. 10th-elec chgs	10/04/2023	659.21
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08/22/23-09/20/23

223 - Duke Energy

26-4th St Garage-elec chgs 08/29-09/26/23	10/04/2023	884.91
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Account <b>53510 - Electrical Services</b> Totals	Invoice 4	\$8,827.73
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Transactions

Account **53840 - Lease Payments**

512 - 7th & Walnut , LLC

26-Walnut St Garage - NOV 2023 garage	10/13/2023	17,824.79
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rent

3887 - Mercury Development Group, LLC

26-Morton St Garage-November 2023	10/13/2023	38,035.85
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garage rent

Account <b>53840 - Lease Payments</b> Totals	Invoice 2	\$55,860.64
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Transactions

Program <b>260000 - Main</b> Totals	Invoice 11	\$65,587.63
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Transactions

Department <b>26 - Parking</b> Totals	Invoice 11	\$65,587.63
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Transactions

Fund <b>452 - Parking Facilities(S9502)</b> Totals	Invoice 11	\$65,587.63
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Transactions

Fund **454 - Alternative Transport(S6301)**

Department **02 - Public Works**

Program **020000 - Main**

Account **46060 - Other Violations**

Neal Thakkar

26-Customer paid \$30 to parking and again	10/13/2023	30.00
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to Capital Recovery





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
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Account **46060 - Other Violations** Totals

Invoice 1 \$30.00

Program **020000 - Main** Totals

Transactions  
Invoice 1 \$30.00

Department **02 - Public Works** Totals

Transactions  
Invoice 1 \$30.00

Fund **454 - Alternative Transport(S6301)** Totals

Transactions  
Invoice 1 \$30.00

Transactions

Fund **455 - Parking Meter Fund(S2141)**

Department **26 - Parking**

Program **260000 - Main**

Account **52340 - Other Repairs and Maintenance**

313 - Fastenal Company

26-plastic wireties for event parking

10/13/2023

182.63

Account **52340 - Other Repairs and Maintenance** Totals

Invoice 1 \$182.63

Transactions

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

26-note pads badge holders

10/13/2023

23.03

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

26-charger blocks and cables for parking  
officers i phones

10/13/2023

18.04

8658 - Kleindorfer's Hardware LLC

26-return of unused paint for the ADA  
spaces downtown

10/13/2023

(189.95)

8658 - Kleindorfer's Hardware LLC

26-Pait & Supplies for ADA curbs downtown

10/13/2023

552.93

8658 - Kleindorfer's Hardware LLC

26-Paint for parking curbs-gray spray paint

10/13/2023

4.49

Account **52420 - Other Supplies** Totals

Invoice 5 \$408.54

Transactions

Account **53150 - Communications Contract**

4264 - IPS Group, INC

26-bank fees and communications fees July  
2023

10/13/2023

8,775.00

54432 - T2 Systems, INC

26-license for new handheld-9/13/23-  
9/12/24

10/13/2023

1,050.00

Account **53150 - Communications Contract** Totals

Invoice 2 \$9,825.00

Transactions

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06- cell phone chgs 08/12/23-09/11/23-Inv.  
287297421132X09192023

10/04/2023

122.34





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

Account <b>53210 - Telephone</b> Totals		Invoice 1	\$122.34
		Transactions	
Account <b>53830 - Bank Charges</b>			
4264 - IPS Group, INC	26-bank fees and communications fees July 2023	10/13/2023	4,645.68
Account <b>53830 - Bank Charges</b> Totals		Invoice 1	\$4,645.68
		Transactions	
Account <b>53990 - Other Services and Charges</b>			
6378 - ANN-KRISS, LLC	26-painting ADA space curbs downtown	10/13/2023	345.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1	\$345.00
		Transactions	
Program <b>260000 - Main</b> Totals		Invoice 11	\$15,529.19
		Transactions	
Department <b>26 - Parking</b> Totals		Invoice 11	\$15,529.19
		Transactions	
Fund <b>455 - Parking Meter Fund(S2141)</b> Totals		Invoice 11	\$15,529.19
		Transactions	
Fund <b>456 - MVH Restricted</b>			
Department <b>20 - Street</b>			
Program <b>200000 - Main</b>			
Account <b>52330 - Street , Alley, and Sewer Material</b>			
5149 - E&B Paving, INC	20-Asphalt for Paving Country Club-488.50 tons-9/7/23	BC 2023-009A 10/13/2023	29,065.75
5149 - E&B Paving, INC	20- Asphalt for Paving, Country Club-424.70 tons-9/11/23	BC 2023-009A 10/13/2023	9,433.19
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		Invoice 2	\$38,498.94
		Transactions	
Account <b>53630 - Machinery and Equipment Repairs</b>			
2974 - MacAllister Machinery Co, INC	20-Clean/Check Emisions for Caterpillar Paver	10/13/2023	10,403.11
Account <b>53630 - Machinery and Equipment Repairs</b> Totals		Invoice 1	\$10,403.11
		Transactions	
Account <b>53730 - Machinery and Equipment Rental</b>			
351 - Young Trucking, INC	20-Truck Rental for Milling & Paving Proj-Countrv Club-9/7/23	10/13/2023	1,752.50
351 - Young Trucking, INC	20-Truck Rental for Milling & Paving Proj-Countrv Club-9/11/23	10/13/2023	1,080.00





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
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Account <b>53730 - Machinery and Equipment Rental</b> Totals	Invoice 2	\$2,832.50
Program <b>200000 - Main</b> Totals	Transactions	
	Invoice 5	\$51,734.55
Department <b>20 - Street</b> Totals	Transactions	
	Invoice 5	\$51,734.55
Fund <b>456 - MVH Restricted</b> Totals	Transactions	
	Invoice 5	\$51,734.55
	Transactions	

## Fund **600 - Cumulative Cap Imprv(CIG)(S2379)**

### Department **02 - Public Works**

#### Program **020000 - Main**

#### Account **52330 - Street , Alley, and Sewer Material**

334 - Irving Materials, INC	20-Concrete Materials, class A stone-11th St & Fess Ave	BC 2023-008	10/13/2023	596.00
334 - Irving Materials, INC	20-Concrete Materials class A stone-2707 S. Forrester St	BC 2023-008	10/13/2023	596.00
334 - Irving Materials, INC	20-Concrete Materials class A stone-Forrester & Winston	BC 2023-008	10/13/2023	596.00
334 - Irving Materials, INC	20-Concrete Materials class A stone-3001 Forrester St	BC 2023-008	10/13/2023	596.00
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	Invoice 4			\$2,384.00
Program <b>020000 - Main</b> Totals	Transactions			
	Invoice 4			\$2,384.00
Department <b>02 - Public Works</b> Totals	Transactions			
	Invoice 4			\$2,384.00
Fund <b>600 - Cumulative Cap Imprv(CIG)(S2379)</b> Totals	Transactions			
	Invoice 4			\$2,384.00
	Transactions			

## Fund **601 - Cumulative Capital Devlp(S2391)**

### Department **02 - Public Works**

#### Program **020000 - Main**

#### Account **52330 - Street , Alley, and Sewer Material**

5149 - E&B Paving, INC	20-Credit for Millings 8/23/23	BC 2023-009A	10/13/2023	(325.02)
5149 - E&B Paving, INC	20- Asphalt for Paving, Country Club-424.70 tons-9/11/23	BC 2023-009A	10/13/2023	15,836.46
5149 - E&B Paving, INC	20-Asphalt for patching ST Dept/11th St	BC 2023-009A	10/13/2023	188.62





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5149 - E&B Paving, INC	20- Asphalt for Paving Callery Dr.-250.48 tons-9/18/23	BC 2023-009A	10/13/2023	14,903.56
5149 - E&B Paving, INC	20- Asphalt for Paving Keystone Ct/Tamarron dr.	BC 2023-009A	10/13/2023	35,522.10
51575 - Ennis-Flint, INC	20-Thermo pavement marking material	BC 2023-009A	10/13/2023	4,160.00
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals				Invoice 6 Transactions
Program <b>020000 - Main</b> Totals				Invoice 6 Transactions
Department <b>02 - Public Works</b> Totals				Invoice 6 Transactions
Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Totals				Invoice 6 Transactions
Fund <b>730 - Solid Waste (S6401)</b>				
Department <b>16 - Sanitation</b>				
Program <b>160000 - Main</b>				
Account <b>52420 - Other Supplies</b>				
8658 - Kleindorfer's Hardware LLC	16-Bucket & CLR repair powerwasher		10/13/2023	48.48
Account <b>52420 - Other Supplies</b> Totals				Invoice 1 Transactions
Account <b>52430 - Uniforms and Tools</b>				
793 - Indiana Safety Company, INC	16-Safety Glasses for Employees		10/13/2023	36.24
793 - Indiana Safety Company, INC	16-leather gloves & vest		10/13/2023	929.50
Account <b>52430 - Uniforms and Tools</b> Totals				Invoice 2 Transactions
Account <b>53140 - Exterminator Services</b>				
51538 - Economy Termite & Pest Control, INC	16-Pest Control-One Time Special Serv @ Sanitation 9-13-23	BC 2022-113	10/13/2023	350.00
51538 - Economy Termite & Pest Control, INC	16-Pest Control Services @ Sanitation 9-11-23	BC 2022-113	10/13/2023	125.00
51538 - Economy Termite & Pest Control, INC	16-Pest Control Services @ Sanitation 8-28-23	BC 2022-113	10/13/2023	125.00
Account <b>53140 - Exterminator Services</b> Totals				Invoice 3 Transactions
Account <b>53150 - Communications Contract</b>				





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)

16-Wireless Radios Services for September 2023	10/13/2023	572.05
Account <b>53150 - Communications Contract</b> Totals	Invoice 1 Transactions	<hr/> \$572.05

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06- cell phone chgs 08/12/23-09/11/23-Inv. 287297421132X09192023	10/04/2023	419.36
Account <b>53210 - Telephone</b> Totals	Invoice 1 Transactions	<hr/> \$419.36

Account **53240 - Freight / Other**

793 - Indiana Safety Company, INC

16-leather gloves & vest	10/13/2023	75.64
Account <b>53240 - Freight / Other</b> Totals	Invoice 1 Transactions	<hr/> \$75.64

Account **53510 - Electrical Services**

223 - Duke Energy

19-Fac Summary Elec Billing-04/02/23-09/01/23	10/04/2023	22.47
Account <b>53510 - Electrical Services</b> Totals	Invoice 1 Transactions	<hr/> \$22.47

Account **53610 - Building Repairs**

6378 - ANN-KRISS, LLC

321 - Harrell Fish, INC (HFI)

392 - Koorsen Fire & Security, INC

16-Contract for Garage Exterior Repairs - payment 2	BC 2023-051	10/13/2023	17,000.00
16 - SA - Backflow Testing -9/26/23	BC 2022-116	10/13/2023	225.00
16 - SA - Fire Alarm Test/Inspect	BC 2022-092	10/13/2023	375.00
Account <b>53610 - Building Repairs</b> Totals	Invoice 3 Transactions	<hr/> \$17,600.00	

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC

19171 - Aramark Uniform & Career Apparel Group, INC

19171 - Aramark Uniform & Career Apparel Group, INC

19171 - Aramark Uniform & Career Apparel Group, INC

19171 - Aramark Uniform & Career Apparel Group, INC

19171 - Aramark Uniform & Career Apparel Group, INC

16-uniform rental (minus payroll ded)-09/27/2023	10/13/2023	7.97
16-Mat Services - 09/13/2023	10/13/2023	26.76
16-uniform rental (minus payroll ded)-09/13/2023	10/13/2023	7.97
16-Mat Services - 09/06/2023	10/13/2023	26.76
16-uniform rental (minus payroll ded)-09/06/2023	10/13/2023	7.97
16-Mat Services - 09/20/2023	10/13/2023	26.76





# Board of Public Works Claim Register

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19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 09/20/2023	10/13/2023	7.97
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 09/27/2023	10/13/2023	26.76
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice 8 Transactions	<hr/> \$138.92
Account <b>53950 - Landfill</b>			
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-08/16-08/31/23	10/13/2023	22,248.30
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-09/01-09/15/23	10/13/2023	17,287.93
52226 - Hoosier Transfer Station-3140	16-recycling fees-09/05-09/15/2023	10/13/2023	988.35
52226 - Hoosier Transfer Station-3140	16-recycling fees-08/16-8/31/2023	10/13/2023	1,847.58
Account <b>53950 - Landfill</b> Totals		Invoice 4 Transactions	<hr/> \$42,372.16
Program <b>160000 - Main</b> Totals		Invoice 25 Transactions	<hr/> \$62,814.82
Department <b>16 - Sanitation</b> Totals		Invoice 25 Transactions	<hr/> \$62,814.82
Fund <b>730 - Solid Waste (S6401)</b> Totals		Invoice 25 Transactions	<hr/> \$62,814.82
Fund <b>800 - Risk Management(S0203)</b>			
Department <b>10 - Legal</b>			
Program <b>100000 - Main</b>			
Account <b>52430 - Uniforms and Tools</b>			
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	10-safety shoes- J. Inman-8/25/2023	10/13/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-E. Hager (10 M)-9/20/23	10/13/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Tate (10)-8/25/23	10/13/2023	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Tahir (9.5)-8/24/23	10/13/2023	94.98
Account <b>52430 - Uniforms and Tools</b> Totals		Invoice 4 Transactions	<hr/> \$394.96
Account <b>53130 - Medical</b>			
8890 - Jonathon Lee Deckard	10-reimb for CDL physical-9/12/23	10/13/2023	100.00





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
10/13/23

8891 - Evan Lake

10-reimb for CDL physical-9/19/23	10/13/2023	99.00
Account <b>53130 - Medical</b> Totals	Invoice 2	\$199.00
	Transactions	

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

10-IN workers comp seminar- G. Connor	10/13/2023	549.00
Account <b>53160 - Instruction</b> Totals	Invoice 1	\$549.00
	Transactions	

Account **53420 - Worker's Comp & Risk**

7792 - ONB Benefit Administration LLC (JWF Specialty)

10 Workers Comp Payment 09.21.2023- 09.27.2023		5,921.12
Account <b>53420 - Worker's Comp &amp; Risk</b> Totals	Invoice 1	\$5,921.12
	Transactions	
Program <b>100000 - Main</b> Totals	Invoice 8	\$7,064.08
	Transactions	
Department <b>10 - Legal</b> Totals	Invoice 8	\$7,064.08
	Transactions	
Fund <b>800 - Risk Management(S0203)</b> Totals	Invoice 8	\$7,064.08
	Transactions	

Fund **801 - Health Insurance Trust**

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990 - Other Services and Charges**

3977 - Cigna Health & Life Insurance Company	12-September 2023 Cigna Dental Vision	10/13/2023	2,475.66
18539 - Life Insurance Company Of North America	12-August 2023, Bill Ref # 103094 08012023	10/13/2023	3,270.00
18539 - Life Insurance Company Of North America	12-Sept 2023, Bill Ref # 103094_09012023	10/13/2023	3,855.00
18539 - Life Insurance Company Of North America	12-July 2023, Bill Ref # 103094_07012023	10/13/2023	3,840.00
17785 - The Howard E. Nyhart Company, INC	12 - Nyhart Admin Fee (FSA, HSA, Wellness) - Sept 2023	10/13/2023	1,285.20
17785 - The Howard E. Nyhart Company, INC	12 - Nyhart Admin Fee (FSA, HSA, Wellness) - Aug 2023	10/13/2023	1,287.35
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 6	\$16,013.21	
	Transactions		

Account **53990.1201 - Other Services and Charges Health Insurance**





# Board of Public Works Claim Register

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3928 - Aim Medical Trust

12-October 2023 AIM Medical Premiums

10/04/2023

1,012,974.09

Account **53990.1201 - Other Services and Charges Health Insurance** Totals

Invoice 1  
Transactions

\$1,012,974.09

Account **53990.1278 - Other Services and Charges Disability LTD**

18539 - Life Insurance Company Of North America

12-August 2023, Bill Ref #  
103094 08012023

10/13/2023

9,782.33

18539 - Life Insurance Company Of North America

12-Sept 2023, Bill Ref # 103094\_09012023

10/13/2023

9,838.30

18539 - Life Insurance Company Of North America

12-July 2023, Bill Ref # 103094\_07012023

10/13/2023

9,808.31

Account **53990.1278 - Other Services and Charges Disability LTD** Totals

Invoice 3  
Transactions

\$29,428.94

Program **120000 - Main** Totals

Invoice 10

\$1,058,416.24

Department **12 - Human Resources** Totals

Transactions  
Invoice 10

\$1,058,416.24

Fund **801 - Health Insurance Trust** Totals

Transactions  
Invoice 10

\$1,058,416.24

Transactions

Fund **802 - Fleet Maintenance(S9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

50605 - Bauer Built, INC

17 - (4) Tweek Retread tires for stock

10/13/2023

2,060.00

4693 - Monroe County Tire & Supply, INC

17-tires for #576

10/13/2023

527.24

Account **52230 - Garage and Motor Supplies** Totals

Invoice 2  
Transactions

\$2,587.24

Account **52240 - Fuel and Oil**

7854 - Premier AG CO-OP, INC (Premier Energy)

17 - unleaded fuel (7,960 gallons)-  
9/21/2023

BC 2022-109D 10/13/2023

27,674.53

Account **52240 - Fuel and Oil** Totals

Invoice 1  
Transactions

\$27,674.53

Account **52320 - Motor Vehicle Repair**

244 - Bloomington Ford, INC

17 - various parts & labor for outside service-  
2020 Ford Interce

10/13/2023

338.92

244 - Bloomington Ford, INC

17 - jumper wire assembly

10/13/2023

39.62





# Board of Public Works Claim Register

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244 - Bloomington Ford, INC	17 - Seal for 463	10/13/2023	53.73
244 - Bloomington Ford, INC	17 - Radiator tank assembly for P130	10/13/2023	101.93
244 - Bloomington Ford, INC	17 - Hardware kit for 616	10/13/2023	382.50
244 - Bloomington Ford, INC	17 - Hego sensor for P137	10/13/2023	75.14
244 - Bloomington Ford, INC	17 - (2) ea. Cone and roller & bearing cups for 463	10/13/2023	144.50
244 - Bloomington Ford, INC	17 - Seat cushion pad & cover assembly for 528	10/13/2023	201.27
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	17 - side mirror kit and rear view mirror kit	10/13/2023	486.64
941 - Central Indiana Truck Equipment Corporation	17 - Tailgate seal + freight for 939	10/13/2023	193.32
941 - Central Indiana Truck Equipment Corporation	17 - 30mm prox switch & 18mm sourcinaprox + freight for 9300	10/13/2023	323.94
594 - Curry Auto Center, INC	17 - 2 N-Converters & SL-N-Seal for 291	10/13/2023	607.08
51827 - Fire Service, INC	17-gearshift Shaft replacement kit & VPS Repair (O-MAX) Kit-332	10/13/2023	402.00
4044 - Industrial Hydraulics, INC	17 - Haldex gear pump for 4100	10/13/2023	918.65
455 - Industrial Service & Supply, INC	17-steel ferrule, swivel male, flexor TR2MT, crimp charge	10/13/2023	136.76
455 - Industrial Service & Supply, INC	17 - 1/4 NPT coupler tip & F/F coupler for 404	10/13/2023	171.82
796 - Interstate Battery System of Bloomington, INC	17 - batteries-4 1-MHD	10/13/2023	492.64
796 - Interstate Battery System of Bloomington, INC	17-batteries-MT-78, MTP-65HD, MTP-67R, MTX-94R/H7	10/13/2023	496.16
796 - Interstate Battery System of Bloomington, INC	17 - batteries -1-MHD, MTX-94R/H7	10/13/2023	786.02
53385 - O'Reilly Automotive Stores, INC	17 - Trans cable	10/13/2023	78.21
53385 - O'Reilly Automotive Stores, INC	17 - Oil Seal for 410	10/13/2023	82.90
53385 - O'Reilly Automotive Stores, INC	17 - control Arm Assembly for 1207	10/13/2023	169.33
53385 - O'Reilly Automotive Stores, INC	17 - Radiator Fan assembly for 1207	10/13/2023	316.74
53385 - O'Reilly Automotive Stores, INC	17 - (2) Quick-Struts	10/13/2023	327.32
53385 - O'Reilly Automotive Stores, INC	17 - Wheel Weights for stock	10/13/2023	80.77





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
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53385 - O'Reilly Automotive Stores, INC	17 - A/Trans Seal for Ford Ranger	10/13/2023	6.50
53385 - O'Reilly Automotive Stores, INC	17 - Air filter for 848	10/13/2023	8.24
53385 - O'Reilly Automotive Stores, INC	17 - Tire Cement	10/13/2023	8.64
53385 - O'Reilly Automotive Stores, INC	17 - Dual Valve Extension	10/13/2023	10.07
53385 - O'Reilly Automotive Stores, INC	17 - U Joint Strap kit for 938	10/13/2023	11.78
53385 - O'Reilly Automotive Stores, INC	17 - Cabin filter for 1226	10/13/2023	13.19
53385 - O'Reilly Automotive Stores, INC	17 - A/Trans Seal for Ford Ranger (229)	10/13/2023	13.29
53385 - O'Reilly Automotive Stores, INC	17 - Dual USB for 464	10/13/2023	19.99
53385 - O'Reilly Automotive Stores, INC	17 -6 leak Seekers for stock	10/13/2023	30.24
53385 - O'Reilly Automotive Stores, INC	17 - splatter pad for shop	10/13/2023	59.98
53385 - O'Reilly Automotive Stores, INC	17 - Wheel Weights for stock	10/13/2023	80.77
53385 - O'Reilly Automotive Stores, INC	17 - multi-function switch for 819	10/13/2023	152.85
53385 - O'Reilly Automotive Stores, INC	17 - control Arm Assembly for 1206	10/13/2023	169.33
53385 - O'Reilly Automotive Stores, INC	17 - Blower motor & Restr, belt tensioner for 120	10/13/2023	185.43
53385 - O'Reilly Automotive Stores, INC	17 - Radiator Fan assembly for 1204	10/13/2023	316.74
53385 - O'Reilly Automotive Stores, INC	17 - (2) Quick-Strut for 1201	10/13/2023	327.32
53385 - O'Reilly Automotive Stores, INC	17 - Shaft for 683	10/13/2023	553.46
53385 - O'Reilly Automotive Stores, INC	17 - Snap ring assortment	10/13/2023	9.99
53385 - O'Reilly Automotive Stores, INC	17 - blower motor resistor for 222	10/13/2023	13.89
53385 - O'Reilly Automotive Stores, INC	17 - cabin filter for 1223	10/13/2023	14.39
53385 - O'Reilly Automotive Stores, INC	17 - cop coil for 1202	10/13/2023	32.56
53385 - O'Reilly Automotive Stores, INC	17 - Fuel clean kit for 146	10/13/2023	57.99
16069 - Palmer Trucks, INC	17 - #772 axle fluid	10/13/2023	449.18





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
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16069 - Palmer Trucks, INC	17 - credit for returned parts - Core returned- Inv #I445862	10/13/2023	(250.00)
786 - Richard's Small Engine, INC	17 - B-SEC belt and 5V/SP belts for 667	10/13/2023	78.00
786 - Richard's Small Engine, INC	17 - Maintenance kit & mower blade set 61 for 668	10/13/2023	190.19
4547 - Riddle Tractor Sales (Lawrence County Equip.)	17 - filters and mirrors for Unit #4021	10/13/2023	673.11
19681 - Southeastern Equipment Co, INC	17 - 483 push-pull switch	10/13/2023	80.62
19681 - Southeastern Equipment Co, INC	17 - 597 switches	10/13/2023	57.87
54351 - Sternberg, INC	17 - Sensor for 938	10/13/2023	65.80
54351 - Sternberg, INC	17 - V-belt clamp for 938	10/13/2023	116.98
54351 - Sternberg, INC	17 - Exhaust sensor for 938	10/13/2023	170.02
54351 - Sternberg, INC	17 - Pressure line tube assembly for 938	10/13/2023	171.35
54351 - Sternberg, INC	17 - Exhaust Gas Temperature Sensor for 938	10/13/2023	338.30
54351 - Sternberg, INC	17 - catalytic converter for 938	10/13/2023	1,577.55
54351 - Sternberg, INC	17 - clamp, gasket, filter, strap & pin body for 938	10/13/2023	5,205.56
54351 - Sternberg, INC	17 - credit for returned parts - Core returned	10/13/2023	(12.50)
54351 - Sternberg, INC	17 - credit for returned parts - Cores returned	10/13/2023	(88.00)
54351 - Sternberg, INC	17 - credit for wrong part returned	10/13/2023	(128.64)
54351 - Sternberg, INC	17 - credit for returned-Exhaust gas temperature sensor	10/13/2023	(160.00)
582 - Town & Country Chrysler Dodge Jeep, INC	17 - Cushion-stabilizer Bar for 1206	10/13/2023	38.76
582 - Town & Country Chrysler Dodge Jeep, INC	17 - Fan motor wiring for 1000	10/13/2023	169.15
582 - Town & Country Chrysler Dodge Jeep, INC	17 - Heater return hose for 1204	10/13/2023	176.80
582 - Town & Country Chrysler Dodge Jeep, INC	17 - (2) Fan motor wiring for stock	10/13/2023	338.30
582 - Town & Country Chrysler Dodge Jeep, INC	17-credit for returned parts-Engine-Inv #5074725	10/13/2023	(55.00)
582 - Town & Country Chrysler Dodge Jeep, INC	17-credit for returned parts-power steering pump-Inv 5074696	10/13/2023	(75.00)





# Board of Public Works Claim Register

Invoice Date Range 09/30/23 -  
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582 - Town & Country Chrysler Dodge Jeep, INC	17-credit for returned parts-power steering pump-Inv 5074762	10/13/2023	(75.00)
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - control-valve seat for 939	10/13/2023	24.49
7555 - VoMac Truck Sales & Service INC	17 - Window handle & knob for 474	10/13/2023	58.39
7555 - VoMac Truck Sales & Service INC	17 - Cylinders	10/13/2023	2,307.84
2096 - West Side Tractor Sales CO.	17 - oil filter, filter element, air filter and filter for 454	10/13/2023	294.35
2096 - West Side Tractor Sales CO.	17 - pin, bolt and nut for 454	10/13/2023	501.78
2096 - West Side Tractor Sales CO.	17 - Air filter, washer, 1/2 nut and street pad for 623	10/13/2023	375.65
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - oil filter for stock	10/13/2023	43.80
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Tire press sensor assembly for 401	10/13/2023	51.09
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Tire press sensor assembly for 401	10/13/2023	51.09
Account <b>52320 - Motor Vehicle Repair</b> Totals		Invoice 81 Transactions	<hr/> \$22,266.43
Account <b>52420 - Other Supplies</b>			
409 - Black Lumber Co. INC	17 - coax/catv surge control & 16-3/25' ext cord	10/13/2023	43.98
4046 - Heritage-Crystal Clean, INC	17 - fluid for the parts washer	10/13/2023	358.37
8181 - Lawson Products, INC	17 - shop supplies and DNI parts for stock - 9/7/2023	10/13/2023	123.99
6216 - Terminal Supply, INC	17 - shop supplies-drill bits, liquid tight break thru. switch	10/13/2023	257.22
Account <b>52420 - Other Supplies</b> Totals		Invoice 4 Transactions	<hr/> \$783.56
Account <b>53140 - Exterminator Services</b>			
51538 - Economy Termite & Pest Control, INC	17- Pest Control Services @ Fleet - 9/19/2023	Bc 2022-113 10/13/2023	95.00
Account <b>53140 - Exterminator Services</b> Totals		Invoice 1 Transactions	<hr/> \$95.00
Account <b>53160 - Instruction</b>			
1481 - Ivy Tech Community College	17 - CDL Training- B training R. Jones-June 2023	10/13/2023	4,360.00
Account <b>53160 - Instruction</b> Totals		Invoice 1 Transactions	<hr/> \$4,360.00





# Board of Public Works Claim Register

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## Account **53510 - Electrical Services**

223 - Duke Energy	19-Fac Summary Elec Billing-04/02/23-09/01/23	10/04/2023	232.38
Account <b>53510 - Electrical Services</b> Totals		Invoice 1	\$232.38
		Transactions	

## Account **53620 - Motor Repairs**

244 - Bloomington Ford, INC	17 - various parts & labor for outside service-2020 Ford Interce	10/13/2023	1,050.00
4474 - Ken's Westside Service & Towing, LLC	17-towing-Dodge Charger-9/14/23	10/13/2023	75.00
6476 - Samuel D Wray (Wray Automotive)	17 - #97 alignment charges for White ford Ranger (231)	10/13/2023	50.00
Account <b>53620 - Motor Repairs</b> Totals		Invoice 3	\$1,175.00
		Transactions	

## Account **53650 - Other Repairs**

7052 - Automotive Lift Repair, LLC	17 - lift inspection on 10 lifts and made necessarv adjustments	10/13/2023	750.00
Account <b>53650 - Other Repairs</b> Totals		Invoice 1	\$750.00
		Transactions	

## Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 9/13/23	10/13/2023	22.11
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat rentals and shop towels, 9-20-23	10/13/2023	88.90
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals -9/20/23	10/13/2023	22.01
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice 3	\$133.02
		Transactions	

## Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	17-BMV title fee-2023 Ford Transit Van-Sept 2023	10/13/2023	15.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1	\$15.00
		Transactions	
Program <b>170000 - Main</b> Totals		Invoice 99	\$60,072.16
		Transactions	
Department <b>17 - Fleet Maintenance</b> Totals		Invoice 99	\$60,072.16
		Transactions	
Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals		Invoice 99	\$60,072.16
		Transactions	

## Fund **804 - Insurance Voluntary Trust**





# Board of Public Works Claim Register

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Department **12 - Human Resources**

Program **120000 - Main**

Account **53990.1241 - Other Services and Charges Vision**

3977 - Cigna Health & Life Insurance Company	12-September 2023 Cigna Dental Vision	10/13/2023	9,556.13
Account <b>53990.1241 - Other Services and Charges Vision</b> Totals		Invoice 1	\$9,556.13
		Transactions	

Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-City URM	10/02/2023	90.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	10/02/2023	588.53
17785 - The Howard E. Nyhart Company, INC	12-City URM	10/04/2023	74.99
17785 - The Howard E. Nyhart Company, INC	12-City URM		66.94
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> Totals		Invoice 4	\$820.46
		Transactions	

Account **53990.1273 - Other Services and Charges Term Life**

18539 - Life Insurance Company Of North America	12-August 2023, Bill Ref # 103094 08012023	10/13/2023	18,696.74
18539 - Life Insurance Company Of North America	12-Sept 2023, Bill Ref # 103094_09012023	10/13/2023	18,696.74
18539 - Life Insurance Company Of North America	12-July 2023, Bill Ref # 103094_07012023	10/13/2023	18,870.08
Account <b>53990.1273 - Other Services and Charges Term Life</b> Totals		Invoice 3	\$56,263.56
		Transactions	

Account **53990.1277 - Other Services and Charges Disability STD**

18539 - Life Insurance Company Of North America	12-August 2023, Bill Ref # 103094 08012023	10/13/2023	9,144.22
18539 - Life Insurance Company Of North America	12-Sept 2023, Bill Ref # 103094_09012023	10/13/2023	9,139.24
18539 - Life Insurance Company Of North America	12-July 2023, Bill Ref # 103094_07012023	10/13/2023	9,216.35
Account <b>53990.1277 - Other Services and Charges Disability STD</b> Totals		Invoice 3	\$27,499.81
		Transactions	

Account **53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA Employee Contribution 10-6-2023	10/05/2023	22,985.92
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# Board of Public Works Claim Register

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Account **53990.1283 - Other Services and Charges Health Savings Account** Totals

Program **120000 - Main** Totals

Department **12 - Human Resources** Totals

Fund **804 - Insurance Voluntary Trust** Totals

Grand Totals

Invoice 1	\$22,985.92
Transactions	
Invoice 12	\$117,125.88
Transactions	
Invoice 12	\$117,125.88
Transactions	
Invoice 12	\$117,125.88
Transactions	
Invoice 450	\$1,921,311.25
Transactions	



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/13/23	Claims				\$1,921,311.25

\$1,921,311.25

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,921,311.25

**Dated this 10th day of October year of 2023.**

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

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
Jane Kupersmith, Secretary

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

Fiscal Office \_\_\_\_\_