

# **Board of Public Works Meeting**

## **January 14, 2025**



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 at [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov) and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

**MINUTES**  
**BOARD OF PUBLIC WORKS**  
**December 3, 2024**

A Regular Meeting of the Board of Public Work was held **Tuesday December 3, 2024, 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/83774420819?pwd=W8xzjyGf8lUMMhJ8Vm11AxAbdEslbF.1>

Meeting ID: 837 7442 0819      Passcode: 022699

**Board Members in Attendance:**

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

**City Staff in Attendance:**

Adam Wason, Public Works  
Miranda Beaver, Public Works  
Kyle Baugh, Engineering  
Jason Kerr, Engineering  
Neil Kopper, Engineering  
Maria McCormick, Engineering  
Daishell Schonemann-Poppeliers, Engineering  
Aleks Pratt, Legal  
JD Boruff, Facilities

**I. MESSAGES FROM BOARD MEMBERS**

James Roach, Secretary, commented that there is a Fire Station Renovations item in the packet on page 213, but there it is not on the agenda. Miranda Beaver, Public Works, informed the Board that this was in fact an error and that she would update the packet.

**II. PETITIONS AND REMONSTRANCES**

**III. CONSENT AGENDA**

- 1. Approval of Minutes: November 4, 2024**
- 2. Resolution 2024-078 Renewal of Mobile Vendor Pili's Taco Truck #1**
- 3. Resolution 2024-079 Renewal of Mobile Vendor Pili's Taco Truck #2**
- 4. Approve Pete Ellis Lane Closure for Peterson Construction**
- 5. Approve Encroachment Agreement for 431 W. Maker Way, The Forge**
- 6. Approve Permit Extension for Olympus Properties at 107 N Dunn Street**
- 7. Approval of Payroll**

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

**IV. NEW BUSINESS**

- 1. Approve Contract for CATS 2025**

Adam Wason, Public Works, presented for Rick Dietz, ITS, the Contract for CATS 2025 for approval. This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library to fund CATS, Community Access Television Services. Funding for 2025 has been budgeted at \$469,619.00, a 1% increase from 2024. With your approval, the City and CATS will continue their partnership in providing community access programming and City meeting broadcasts to our local community and beyond. We will make four quarterly payments to CATS totaling \$469,619.00, all drawn from the Information & Technology Services general fund, line 53980 Community Access TV/Radio. Karon made a motion to approve the Contract for CATS 2025. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

- 2. Approve Preliminary Engineering Contract with Kimley-Horn for Kirkwood Avenue Improvements Project**

Neil Kopper, Engineering, presented the Preliminary Engineering Contract with Kimley-Horn for Kirkwood Avenue Improvements Project for approval. This project will replace the existing traffic signal equipment and make intersection geometry improvements at the intersection of Rogers Street and Kirkwood Avenue. It will also include asphalt resurfacing, replacement of pedestrian curb ramps, and crosswalk improvements along Kirkwood Avenue from Pine Street to Rogers Street. Kimley-Horn was selected to perform the project's preliminary engineering from the City's pre-approved engineering consultant list due to their expertise with this type of project. This contract is set at a not-to-exceed amount of \$238,740. Construction is expected to occur in late 2025 or in 2026. Roach asked if this project included bumpouts. Kopper replied that yes it does. Karon made a motion to approve the Preliminary Contract with Kimley-Horn for Kirkwood Avenue Improvements Project. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

### **3. Approve Preliminary Engineering Contract with Kimley-Horn for Grimes at Walnut Signal Replacement Project**

Neil Kopper, Engineering, present the Preliminary Engineering Contract with Kimley-Horn for the Grimes at Walnut Signal Replacement Project. This project will replace the existing traffic signal equipment and make intersection geometry improvements at the intersection of Grimes Lane and Walnut Street. Kimley-Horn was selected to perform the project's preliminary engineering from the City's pre-approved engineering consultant list due to their expertise with this type of project. This contract is set at a not-to-exceed amount of \$105,550. Construction is expected to occur in late 2025 or in 2026. Karon inquired what Intersection Geometry was for the layman. Kopper replied that this is how the curbs align with the sidewalk and street. This also includes how the traffic lanes align. Karon made a motion to approve the Preliminary Engineering Contract with Kimley-Horn for Grimes at Walnut Signal Replacement Project. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

### **4. Approve Fire Training Center Contract with CMc**

JD Boruff, Public Works, presented the Fire Trainig Center Contract with Weddle Bothers. The City of Bloomington interviewed two candidates to fulfill the need for a CMc for the Fire Department Logistics / Training project. Interviews were conducted with Building Associates and Weddle Bros. Each agency had an opportunity to answer questions and present why they would be the best fit for this role. A scoring matrix was utilized to aid in determining how each candidate performed in different categories that were being evaluated. The vendor was selected based on the criteria outlined in the RFP, which includes experience in this delivery method and their qualifications for handling this project. After careful deliberation, it was determined that Weddle Bros would be the best fit as a CMc for this project. Chris Ciolli with Weddle Brothers was in attendance are informed the Board that the total of \$6.5 million included anything that is associated with the cost of construction. Karon made a motion to approve the Fire Training Center Contract with Weddle Brothers as the CMc. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

### **5. Approve Contract with Electric Plus for the Installation of the Generator at Animal Care and Control**

JD Borff, Public Works, presented the Contract with Electric Plus for the Installation of the Generator at Animal Care and Control. We are purchasing a 200kW generator to provide emergency power for the Animal Care & Control facility. We solicited three quotes for the installation of the generator. They are as follows:

Electric Plus	\$39,625.00
Woods Electric	\$48,500.00
Unrivald Electric	\$54,784.49

After reviewing the quotes, staff recommends awarding Electric Plus the contract for installing the generator in the amount of \$39,625.00. Karon made a motion to approve the Contract with Electric Plus for the Installation of the Generator at Animal Care and Control. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

### **6. Approve Service Agreement with True North Construction**

JD Boruff, Public Works presented a Service Agreement with True North Construction for approval. This service agreement with True North Construction, Inc. with a "not to exceed" amount of \$3,000.00. It will allow them to do small concrete repairs, metal and wood frame construction, and metal roofing and siding repairs. This contract was not competitively bid due to the contract amount being less than the \$5,000.00 that would require it. Cox Deckard wanted clarification that this was just for work that was being done at the police center. Boruff informed her that it was at the police center for a very specific repair. Karon made a motion to approve the Service Agreement with True North Construction. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **7. Approve Contract for Renovations to City Hall Parking Lot with Smith Design Systems**

JD Boruff, Public Works presented the Contract for Renovations to City Hall Parking Lot with Smith Design Systems for approval. We are planning a renovation of the City Hall parking lot that will include milling of the existing surface, repair or replacement of ADA curb ramps and curbs as necessary, an asphalt overlay, and re-striping. We wish to retain Smith Design Group to provide design services and draft construction documents for this project. Staff recommends approval of this contract with Smith Design Group for the amount of \$ 6,600.00. Karon asked if this was for design work in 2024 for a construction project in 2025. Boruff informed her that yes, this will be only the design and then the project will go out for bid. Karon made a motion to approve the Contract for Renovations to City Hall Parking Lot with Smith Design Systems.

## **8. Approve Addendum #5 to Contract with Etica for Neighborhood Greenways**

Neil Kopper, Engineering, presented Addendum #5 to Contract with Etica for Neighborhood Greenways. This contract contains services to complete preliminary engineering tasks for multiple neighborhood greenway projects as prioritized in the City's Transportation Plan. Etica is currently under contract with a total not-to-exceed amount of \$373,818.60. This amendment adds design services for multiuse path and sidewalk connections on Longview Avenue that are beyond the original design scope of the project. The total contract amount will increase by \$19,435 for a new total not-to-exceed amount of \$393,253.60. Cox Deckard asked if we had a new section of multi-use path. Kopper responded that yes, this new path will go from Pete Ellis to Kingston Drive. Karon made a motion to approve Addendum #5 to Contract with Etica for Neighborhood Greenways. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **9. Approve N. Monroe Sidewalk Closure**

Kyle Baugh, Engineering, presented the N. Monroe Sidewalk Close for approval. Building Associates, Inc. is requesting a pedestrian diversion on the east side of N. Monroe St as part of the project located at 14th and Monroe. This request is to accommodate multiuse path and drive cut construction. The traffic control is planned to be installed between December 5th, 2024 and July 6th, 2024 but would not be in place for the entire duration of the time frame. Building Associates, Inc. has supplied maintenance of traffic plans for all work. They have also sent notice to City of Bloomington, CBU, BPD, MCSO, MCCSC Transportation, Bloomington Emergency Services as well as local residents to ensure that the closure is communicated. Roach asked what is being built here. Baugh responded that this is Bloom Housing Authority Childcare Center. Karon made a motion to approve the N. Monroe Sidewalk Closure for Building Associates. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **10. Approve Permit Extensions for 4 Previously Permitted Areas for Trueline Infrastructure Solutions**

Kyle Baugh, Engineering, presented Permit Extensions for 4 Previously Permitted Areas for Trueline Infrastructure Solutions. Trueline Infrastructure Solutions is requesting lane shifts and sidewalk closures in four previously permitted areas and one new permit area as part of the City Fiber Project taking place throughout the city. This request accommodates potholing, boring, and restoration work. The requested date ranges are as follows:

BLC02a-F08\_E Allen St- December 4th, to April 30th 2025  
BLW01a-F09\_W Jacob Dr. - December 4th, to March 31st 2025  
BLC02a-F06\_E Hickory Stick Dr. - December 4th, to April 30th 2025  
BLC01b-F13-E Hunter Ave - December 4th, to April 30th 2025

Baugh remarked that this will bring Trueline to the max expected of 12 active permits. Karon made a motion to approve the Permit Extensions for 4 Previously Permitted Areas for Trueline Infrastructure Solutions. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **11. Approve W. Country Club Drive Sidewalk and Lane Closure for Blackwell Contractors**

Dashiell Schonemann-Poppeliers, Engineering, presented the W. Country Club Drive Sidewalk and Lane Closure for Blackwell Contractors for approval. Blackwell Contractors, Inc. is requesting 5 days of sidewalk and lane closures adjacent to 371 and 361 W Country Club Dr to install waterlines to the two properties. The closures are requested to begin 12/9/24 and end 12/13/24. Street cuts will be plated overnight. Blackwell Contractors has supplied maintenance of traffic plans for the closures. Cox Deckard asked for clarification that this will be handled predominately by flagging. Schonemann-Poppeliers responded that yes, it will be intermittent handled with flagging. Karon asked if this will be brought back to the Board if there is weather constraints. Schonemann-Poppeliers responded that yes, staff will come back if an extension is needed. Adam Wason, Public Works, stated that we would be doing everything to make this as painless as possible as we do understand that this is arterial. Cox Deckard asked for

confirmation that this was going to be performed during business hours as to not interfere with rush hour traffic. Wason said that this was taken in to consideration. Karon made a motion to approve the W. Country Club Drive Sidewalk and Lane Closure for Blackwell Contractors. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **12. Approve Contract for Longview Greenway with Crider and Crider**

Jason Kerr, Engineering, presented the Contract for Longview Greenway with Crider and Crider for approval. This project shall include, but is not limited to, the installation of asphalt speed cushions and speed humps, concrete curbs, curb ramps, pavement markings, signs, patching, and restoration of areas with topsoil and sodding. This project runs along Longview from Pete Ellis to Morningside Dr. at Smith Rd. This project will have lane closures throughout for work to be accomplished. Engineering recommends that BPW award this project to Crider & Crider, Inc. Crider & Crider, Inc. was the lowest responsive and responsible bidder. The bid from Crider & Crider, Inc. is in the amount of \$549,433.45. Karon made a motion to approve the Contract for Longview Greenway with Crider and Crider. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **13. Approve Contract for Thornton-Arden/Washington and Traffic Calming with E&B Paving**

Jason Kerr presented the Contract for Thornton-Arden /Washington and Traffic Calming with E&B Paving for approval. The project will install traffic calming on the Thornton-Arden Greenway and South Washington Street. This project shall include, but is not limited to, the installation of asphalt speed cushions and speed humps, concrete curbs, curb ramps, pavement markings, signs, patching, and restoration of areas with topsoil and sodding. This project runs from Thornton along Arden to High St. This also runs along S Washington from 1<sup>st</sup> St. to Grimes. This project will have lane closures throughout for work to be accomplished. Engineering recommends that BPW award this project to E&B Paving. E&B Paving was the lowest responsive and responsible bidder. The bid from E&B Paving is in the amount of \$308,925.00. Karon made a motion to approve the Contract for Thornton-Arden/Washington and Traffic Calming with E&B Paving. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **V. STAFF REPORTS & OTHER BUSINESS**

Adam Wason, Public Works, presented a short staff report with updates. With weather incoming, Wason recommends that all keep in mind that the bridges and overpasses freeze faster than the rest of the roads as we are expecting freezing rain. Street Division is pretreating the roads before this storm comes in and will be on-call. Wason reminded that there will be free parking days downtown to support small business shopping for the holidays. The City once again saw a very successful Canopy of Lights hosted by the Downtown Business Owners. Thank you to Milestone Contractors for all of the work that they have put in to stay on schedule with the Downtown Street Maintenance Project. This project has wrapped up for the winter. Wason also thanked E&B Paving and City Engineering Department for their work on W. 3<sup>rd</sup> Street as they wrap up.

## **VI. APPROVAL OF CLAIMS**

Karon made a motion to approve claims in the amount of \$1,613,602.77. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **VII. 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)

**MINUTES  
BOARD OF PUBLIC WORKS  
DECEMBER 17, 2024**

A Regular Meeting of the Board of Public Work was held **Tuesday December 17, 2024, 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/89609153804?pwd=TrKJOCYzfo33ce29ANepuA5U4Hwvc.1>

Meeting ID: 896 0915 3804 Passcode: 920669

**Board Members in Attendance:**

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

**City Staff in Attendance:**

Adam Wason, Public Works  
Miranda Beaver, Public Works  
Kyle Baugh, Engineering  
Jess Goodman, Parking Services  
Jason Kerr, Engineering  
Jeremy Inman, Engineering  
Zac Rogers, Engineering  
Neil Kopper, Engineering  
Aleks Pratt, Legal  
JD Boruff, Facilities  
Nate Nickel, Public Works  
Kendall Knoke, Engineering

**I. OPENING OF SEALED BIDS**

**II. MESSAGES FROM BOARD MEMBERS**

**III. PETITIONS AND REMONSTRANCES**

**IV. CONSENT AGENDA**

- 1. Approval of Minutes: November 19, 2024**
- 2. Resolution 2024-081 Freezefest**
- 3. Resolution 2024-083 Renew Mobile Vendor Community Kitchen of Monroe County**
- 4. Noise Permit Hanukkah Festival of Lights Public Menorah Lighting**
- 5. Outdoor Lighting Service Agreement with Duke Energy on W. 2<sup>nd</sup> and College Ave.**
- 6. Approval of Payroll - \$617,483.03**

Cox Deckard asked if there were any questions or comments on the items on the consent agenda. Karon made a motion to approve the Consent Agenda. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

**V. NEW BUSINESS**

- 1. Addendum 2 to Agreement with American Structurepoint for On-Call Traffic Engineering Services**

Neil Kopper, Engineering, presented an Amendment 2 to the Agreement with American Structurepoint for On-Call Traffic Engineering Services for approval. This contract includes traffic signal timing development and deployment, traffic simulations, intersection analyses, traffic signal design reviews, and other similar tasks. This contract with American Structurepoint was originally executed in December 2017 with a not-to-exceed amount of \$30,000 and amended in July 2022 for a new not-to-exceed amount of \$50,000. This second amendment will increase the not-to-exceed amount by \$25,000 for a new total of \$75,000. It will also update hourly rates to reflect current billing rates. Karon made a motion to approve the Addendum 2 to Agreement with American Structurepoint for On-Call Traffic Engineering Services. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **2. MOU with CBU for Winslow**

Neil Kopper, Engineering, presented a Memorandum of Understanding between the City of Bloomington Utilities and the City of Bloomington Engineering Department for Payment of Construction Fees Related to the Winslow, Rogers (Allendale to Sare) Resurfacing Project. This project will provide asphalt resurfacing on Winslow Road and Rogers Road between Allendale Drive and Sare Road. In coordination with the project, the City of Bloomington Utilities Department (CBU) is interested in installing green infrastructure stormwater treatments. This MOU outlines the commitment by CBU to pay for the portion of the project that is associated with the installation of this green infrastructure. The total estimated costs of the green infrastructure is \$54,000. Construction will occur in 2025. Roach asked Kopper where the location of this infrastructure installation will occur. Kopper elaborated that this will be located on the north side of Winslow Road at Xavier Court. Karon made a motion to approve the MOU with CBU for Winslow. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **3. Contract for Winslow, Rogers (Allendale to Sare) Resurfacing Project for Milestone Contracting, LP**

Jason Kerr, Engineering, presented a Contract with Milestone Contracting, LP for Winslow, Rogers (Allendale to Sare) Resurfacing Project. This project will provide asphalt resurfacing on Winslow Road and Rogers from between Allendale Drive and Sare Road. This project also includes sidewalk curb ramp improvements, crosswalk improvements including installation of median island for crossing Winslow Road at Xavier Court, installation of concrete truck apron and widened splitter islands at Winslow/High/Rogers roundabout, pavement marking replacements, sign updates and stormwater infrastructure updates including installation of a rain garden near Xavier Court. There is a 45 day closure of the Winslow/High/Rogers roundabout. This closure is to take place between May 24<sup>th</sup> and August 1<sup>st</sup>. This project will also have lane closures throughout for work to be accomplished. There were 3 bids received on this project. Milestone Contractors, LP was the lowest responsive and responsible bidder. Their bid is in the amount of \$1,340,000.00. Engineering recommends that BPW award this project to Milestone Contractors, LP. Kerr states that this will be a 45 day hard closure within the 120 days. Adam Wason, Public Works, stated that the target for this closure is to be when school is out. Cox Deckard asked if the park would still be open here. Kopper replied that there will be access to the park. There will be pedestrian access and the parking located on the south side will be open. However, the entrance at the roundabout will be a hard closure with no vehicle access. Cox Deckard asked about the notice to park goes for alternative parking. Kopper replied that this will be coordinated with the Parks Department. Karon made a motion to approve the Contract for Winslow, Rogers (Allendale to Sare) Resurfacing Project for Milestone Contracting, LP. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **4. Approve Change Order Package 2 for Downtown Street Maintenance**

Jeremy Inman, Engineering, presented the Change Order Package 2 for Downtown Street Maintenance with hMilestone Contractors, LP for approval. This project will resurface portions of downtown streets including College Avenue, Walnut Street, 4<sup>th</sup> Street, and 6<sup>th</sup> Street. While primarily focused on asphalt resurfacing, this project will also include pedestrian safety and accessibility improvements such as new curb ramps, intersection bump-outs, and accessible parking spaces. Change Order 5 will have brick pavers repaired on 4<sup>th</sup> Street near Grant Street. There was not a pay item in the bid packet for the reinstall. This change order adds the pay item to the job. Total amount for the reinstall is \$8,765.25. Change Order 6 will extend the deadline of this project by 5 additional days. This extension was because of the delays and extra work that was caused by the downtown traffic related to the IU football games and other events. These days are at no additional cost. Change Order 7 is for the overage on the asphalt items that were used during the Downtown Street Maintenance Project. The total amount of this Change Order 7 is \$42,366.20. The total for Change Order Package 2 is \$51,131.45. The original cost of the project was \$1,997,075.00, after all the previous change orders and this package, the new total project cost is \$2,103,612.59. Karon made a motion to approve Change Order Package 2 for Downtown Street Maintenance with Milestone Contractors, LP. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **5. Preliminary Contract with Etica Group for the Crosswalk Safety Improvement Project Phase III**

Kendall Knoke, Engineering, presented the Contract with Etica Group for the Crosswalk Safety Improvement Project Phase II. This project builds upon phases 1 and 2 to construct improved crosswalks at various locations throughout the city. Three initial locations for this phase have been prioritized by the Planning and Transportation Department. These locations will be further evaluated during an initial alternatives development and review phase of design. Both design and construction of this project is federally funded with a local match. Etica Group was selected from 7 qualified engineering firms that responded to a Request for Proposals (RFP) to perform preliminary engineering and right-of-way services for this project. The contract is set to a not-to-exceed amount of \$278,608.00. Design is anticipated to begin in early 2025 and construction is scheduled to begin in late 2027. Karon motioned to approve the Preliminary Contract with Etica Group for the Crosswalk Safety Improvement Project Phase III. Roach seconded. Cox Deckard called roll, all in favor, motion passed.



## **6. Contract for 2<sup>nd</sup> Street Tree Clearing with JR Ellington Tree Experts**

Zac Rogers, Engineering, presented a contract for 2<sup>nd</sup> Street Tree Clearing with JR Ellington Tree Experts. This project shall include, but is not limited to, the removal of selected trees along the proposed West 2<sup>nd</sup> Street Modernization and Safety Improvements Project. Bids were publically opened and read aloud at the December 16, 2024 12:00 pm Board of Public Works Work Session. JR Ellington Tree Experts was the lowest responsive and reasonable bidder at \$23,862.00. Roach asked about the Modernization Project and what it entails. Kendall Knoke, Engineering, informed the Board that this is a project led through the Indiana Department of Transportation (INDOT). This project is a complete reconstruction of Walker Street to the Blaine. This will include a protected bike lane, 10 foot sidewalk, bus platform, new street lights and new traffic signals. Roach asked if these are street trees that are owned by us. Knoke responded that yes, we have purchased the ones that we would like removed. Karon asked if this was in addition to the trees and ongoing project at Hopewell. Knoke responded that this will be in addition and is adjacent to the Hopewell Project. Karon made a motion to approve the Contract for 2<sup>nd</sup> Street Tree Clearing with JR Ellington Tree Experts. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **7. Contract for E. 3<sup>rd</sup> Street Protected Bike Lane Phase 2 with Milestone Contracting, LP**

Jeremy Inman, Engineering, presented the contract for E. 3<sup>rd</sup> Street Protected Bike Lane Phase 2 with Milestone Contracting, LP, for approval. This project shall include the separation between vehicle traffic and bicycle traffic on E. 3<sup>rd</sup> Street. This project will build upon Phase 1 by providing additional traffic separation barriers and delineators along E. 3<sup>rd</sup> Street between S. Indiana Ave. and S. Rose Ave. During the construction phase of this project there will be one lane closure and restriction while the crews reinstall the barriers. Bids were publically opened and read aloud at the December 16, 2024 12:00 pm Board of Public Works Work Session. There were three bidders in total. E&B Paving of Bloomington at \$39,139.00, Milestone Contractors, LP at \$107,500.00, and Crider & Crider at \$178,495.00. E&B Paving was disqualified due to not conforming to the specifications in the bid package. Aleksandrina Pratt, City Attorney, read a Legal Memo disqualifying E&B Paving. Under Indiana law, if the Board awards the contract to a bidder other than the lowest bidder, the Board must state in the minutes or memoranda, at the time the award is made, the factors used to determine which bidder is the lowest responsible and responsive bidder and to justify the award. I.C. 36-1-12-4(9). In determining whether a bidder is responsive, the Board may consider the following factors: 1) whether the bidder has submitted a bid that conforms in all material respects to the specifications; 2) whether the bidder has submitted a bid that complies specifically with the invitation to bid and the instructions to bidders; 3) whether the bidder has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract. I.C. 36-1-12(10). Here, under the section of “Special Conditions” of the project documents, the City required the contractor to “furnish the Traffic Logix Cycle Lane Traffic Barriers or Approved Equal in the quantity specified on the plans.” E&B Paving did not include the price of the barrier delineators in their cost estimate. After speaking with E&B Paving, it was established that this was an oversight on their part. E&B Paving’s bid did not conform in all material respects to the specifications, the first factor under the statute. The Board may disqualify E&B Paving and award the contract to Milestone Contractors, LP, the lowest responsible and responsive bidder. Karon made a motion to disqualify E&B Paving from the bid process for failure to conform to the specifications of the bid package. Roach seconded. Cox Deckard called roll, all in favor, motion passed. Karon made a motion to approve the contract for E. 3<sup>rd</sup> Street Protected Bike Lane Phase 2 with Milestone Contracting, LP. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **8. Lane and Sidewalk Closure for Various Locations for Trueline Infrastructure**

Kyle Baugh, Engineering, presented a Lane and Sidewalk Closure for Various Locations for Trueline Infrastructure. Trueline Infrastructure Solutions is requesting lane shifts and sidewalk closures in two previously permitted areas as part of the City Fiber Project taking place throughout the city. These permitted areas are S. Park Ridge Road and N. Glenwood. This request accommodates potholing, boring, and restoration work. 7-10 days of closures are requested to complete these areas. Karon made a motion to approve the Lane and Sidewalk Closure for Various Locations for Trueline Infrastructure. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **9. Lane and Sidewalk Closure on W. Kirkwood and N. College for Duke Energy**

Kyle Baugh, Engineering, presented a Lane and Sidewalk Closure on W. Kirkwood and N. College for Duke Energy. Duke Energy is requesting closures of the northern lane and sidewalk on W. Kirkwood Avenue and the eastern lane and sidewalk on N. College Avenue adjacent to the Monroe County Courthouse. The closures are requested to last a total of 5 days and will be used to replace city lighting around the courthouse. The closures are scheduled to begin in early 2025. Duke Energy is working with the Engineering Department to finalize the maintenance of traffic plans for the closure. Cox Deckard asked if we had dates for these closures. Baugh stated that Duke will give us a 2 month window. The consensus is that this will be happening sooner in the next 2 months. Karon made a motion to approve the Lane and Sidewalk Closure on W. Kirkwood and N. College for Duke Energy. Roach seconded. Cox Deckard called roll, all in favor, motion passed.



#### **10. Road and Sidewalk Closure on E. Weymouth Lane and N. Park Ridge Road for Kokosing Industrial**

Kyle Baugh, Engineering, presented Road and Sidewalk Closure on E, Weymouth Lane and N. Park Ridge Road for Kokosing Industrial. Kokosing Industrial is requesting road and sidewalk closures on E. Weymouth Lane and N. Park Ridge Road to install two lift stations on behalf of the City of Bloomington Utilities (CBU). The closures for each road will last approximately two months. Local access will be maintained for both road closures, and a sidewalk will remain open on each street. Kokosing will provide advance notice to homeowners affected by the closures through door hangers. The closures on W. Weymouth Lane are requested to begin on January 1, 2025 and end on February 28, 2025. The closures on N. Park Ridge Road are requested to begin on February 17, 2025 and end on April 21, 2025. Kokosing has provided maintenance of traffic plans for both closures. Karon made a motion to approve the Road and Sidewalk Closure on E. Weymouth Lane and N. Park Ridge Road for Kokosing Industrial. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

#### **11. Contract for Morton Street and Walnut Street Garages Waterproofing with Browning Chapman**

Jess Goodman, Parking Services, presented a contract for Morton Street and Walnut Street Garages Waterproofing with Browning Chapman for approval. CE Solutions Engineering Consultants put together and assessment and bid invitation for Morton Street and Walnut Street garages for repairs and waterproofing on the parking decks. Two vendors attended the mandatory bid invitation meeting. Only one bid was received from Browning Chapman, LLC in the amount of \$397,400.00. Parking is requesting to award this contract to Browning Chapman, LLC. Karon made a motion to approve the Contract for Morton Street and Walnut Street Garages Waterproofing with Browning Chapman. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

#### **12. Contract for 4<sup>th</sup> Street Garage IT Room Repairs with Browning Chapman**

Jess Goodman, Parking Services, presented a contract for 4<sup>th</sup> Street Garage IT Room Repairs with Browning Chapman for approval. The 4<sup>th</sup> Street garage IT room located on the 2<sup>nd</sup> floor of this structure is exhibiting signs of water infiltration through the door threshold during rain events. The room is constructed of CMU block on three sides and a precast concrete on the fourth side with drywall finish. The room was observed by CE Solutions structural engineers. They found water stains going up the concrete and that a portion of the drywall near the door has mold growing on it. After requesting bids from 3 different contractors, only one bidder was responsive. Browning Chapman came in with a bid of \$19,600.00. Karon made a motion to approve the Contract for the 4<sup>th</sup> Street Garage IT Room Repairs with Browning Chapman. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

#### **13. Contract for Kirkwood Sidewalk Project**

Adam Wason, Public Works, presented a contract for the Kirkwood Sidewalk Project with Wise Building Solutions for approval. This contract agreement with Wise Building Solutions has a not-to-exceed amount of \$240,115.00. This project consists of removal and replacement of brick pavers with colored stamped concrete and the installation of tree grates along Kirkwood Avenue. This will occur on Kirkwood Avenue between Indiana and Dunn as well as between Grant and Lincoln. Project start date will be May 15, 2025. Wise Building Solutions was found to be the lowest responsive and reasonable bidder at \$240,115.00. Roach questioned if there will be additional contracts for this project in more locations. Wason responded that, yes this is a phased project. This phase is starting with trip hazards. The project will move in the direction towards the courthouse. Cox Deckard wanted to make sure that the timeline was in accordance with the students not being in session and that it took other downtown events into consideration. Wason responded that it would occur after graduation, starting approximately May 15, 2025. The project will have a duration on 90 days and Public Works will be monitoring special events and festivals that will be occurring at this time. Roach asked what the lifespan of the stamped concrete was. Wason responded that Joe VanDeventer and Tony Carroll researched the best options. We can get an answer on this, but this was the choice that had least amount of upkeep. Karon made a motion to approve the Contract for the Kirkwood Sidewalk Project with Wise Building Solutions. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

#### **14. Contract for Fire Stations 2,4, & 5 Renovations**

JD Boruff, Facilities, presented a contract for Fires Station 2, 4, & 5 Renovations with Strauser Construction for approval. The Fire Department has planned renovations to stations 2, 4, & 5. The improvements to Station 2 include renovating the single gender multi user bathrooms into single user gender neutral bathrooms, painting exterior overhead doors, painting exterior metal balcony, painting exterior awnings and bollards, new gutters and downspouts, and new flooring in the computer room. The improvements at Station 5 include renovating the single gender multi user bathrooms into single user gender neutral bathrooms. The improvements at Station 4 will replace the existing concrete apron and improve parking area on the east side of the station. Three contractors submitted bids for this project. Strauser Construction was determined to be the lowest responsible and reasonable bidder with a bid of \$323,800.00. Karon motioned to approve the Contract for Fire Stations 2, 4, & 5 Renovations with Strauser Construction. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **15. Contract for City Hall Renovations**

JD Boruff, Facilities, presented a Contract for Renovations at City Hall with Weddle Brothers for approval. This project will create additional office space in the Legal and HR suites and will construct a lactation room in a portion of the employee break room. Three contractors submitted bids. Weddle Brothers was determined to be the lowest reasonable and responsive bidder with a bid of \$166,000.00. The bid from Ann-Kriss, LLC was disqualified due to the contractor arriving late to the pre-bid meeting. Under Indiana law, if the Board awards the contract to a bidder other than the lowest bidder, the Board must state in the minutes or memoranda, at the time the award is made, the factors used to determine which bidder is the lowest responsible and responsive bidder and to justify the award. I.C. 36-1-12-4(9). In determining whether a bidder is responsive, the Board may consider the following factors: 1) whether the bidder has submitted a bid that conforms in all material respects to the specifications; 2) whether the bidder has submitted a bid that complies specifically with the invitation to bid and the instructions to bidders; 3) whether the bidder has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract. I.C. 36-1-12(10). Here, in the Invitation to Bidders, the City required attendance at a mandatory pre-bid conference on Monday, November 12th, 2024 at 9:00 am local time. The requirement states: [t]his meeting is mandatory and bidders shall attend and participate in the conference as a requirement to submit a Bid.” A representative from Ann Kriss, LLC, arrived at the meeting 40 minutes late and after the walk-through and review of procedures for submitting a bid and contracting with the City were complete. Ann Kriss, LLC did not comply with the invitation to bid and instruction to bidders, the second factor under the statute. The Board may disqualify Ann Kriss, LLC and award the contract to Weddle Brothers, the lowest responsible and responsive bidder. Cox Deckard was asked if Ann-Kriss, LLC representative was notified they would be ineligible to bid before proceeding with the walk through. Boruff answered that at the time of the walk through, it was unclear to staff if Ann Kriss, LLC would be able to proceed. So, staff allowed them to continue with the walk through until clarification was received. After consulting with City Legal, Boruff concluded that they deemed that Ann-Kriss did not comply with the instructions to bidder. Karon made a motion to disqualify Ann-Kriss, LLC from the bid process due to failure to comply with the instructions to bidders. Roach seconded. Cox Deckard called roll, all in favor, motion passed. Karon made a motion to approve the Contract for City Hall Renovations with Weddle Brothers. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **16. Contract for Showers City Hall Lighting Installation**

JD Boruff, Facilities, presented a contract for Lighting Replacements at City Hall with Innovasol Energy, LLC for approval. The Economic and Sustainable Development Department (ESD), along with Public Works Administration has identified funding to replace all lighting at City Hall with high efficiency, multi-spectrum (adjustable color), and dimmable light fixtures and LED retrofits for some existing fluorescent fixtures. This Request For Proposal was drafted and advertised twice. The scores are as follows: Innovasol Energy, LLC – 100 points; Electric Plus, Inc. – 91.25 points; and Cassady Electric – 82.5 points. Staff recommends awarding the contract for City Hall Lighting Replacements to Innovasol Energy, LLC in the amount of \$254,000.00. Karon made a motion to approve the Showers City Hall Lighting Installation with Innovasol Energy, LLC. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **17. Contract for Custodial Services 2025 with Office Pride**

JD Boruff, Facilities, presented a Contract for Custodial Services 2025 with Office Pride. This contract covers custodial services for all Public Works maintained facilities. Staff recommends approving the contract with SSW Enterprises, LLC. (dba Office Pride Commercial Cleaning Services) through 2025 for an amount not to exceed \$240,000.00, which is a decrease of \$625.03 from the 2023 contract amount. Karon made a motion to approve the Contract for Custodial Services 2025 with Office Pride. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **18. Contract for Repairs at 2541 W. 3<sup>rd</sup> Street**

JD Boruff, Facilities, presented a Contract for Repairs at 2541 W. 3<sup>rd</sup> Street for approval. Public Works owns this home. Public Works initially decided to demolish the house based on lack of interest in redevelopment. Housing and Neighborhood Development (HAND) has shown interest in being the one to redevelop this property. We plan on using that money that was originally allocated for demolition to conduct some much needed repairs of the house before it is transferred to HAND. 2 contractors attended the pre-bid walkthrough. One contractor submitted a bid, Rogers Remodeling, LLC quoted \$61,561.50. The Board asked what the ultimate fate of this property will be. Boruff replied that after speaking with Christina Finley, HAND, there will be a decision made in the New Year. Wason remarked that whatever the full outcome, this will be required to be an affordable housing option. Cox Deckard asked if this was zoned for housing/residential. Wason let the Board know that it is now zoned for residential and will be in an affordable housing covenant. Wason expanded that the ownership of this property is due to the 3<sup>rd</sup> Street Reconstruction Project. This house was acquired and used as a business office for this project. Karon made a motion to approve the Contract for Repairs at 2541 W 3<sup>rd</sup> Street. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **19. Infrastructure Management Systems – Asset Condition Field Reconnaissance Survey and Reporting Project**

Nat Nickel, Public Works, presented a Contract with Infrastructure Management Systems (IMS) for Asset Condition Field Reconnaissance Survey and Reporting Project. This project will build upon two previous efforts conducted in 2018 and 2021 to provide updated field reconnaissance survey of all current street, sidewalk, and side path pavement conditions. This project will also see IMS collect condition data for all City of Bloomington signage and signage support structures that are located along City streets. Once completed, all of the condition data for each asset types will be presented in full, detailed reports. A staff report to the Mayor and City Council will be provided by IMS personnel. All of the condition data will also be uploaded to both the City's Geographic Information System mapping modules, as well as to the Public Work's Department's asset management software system. As with both previous efforts, the data will also be accessible to the public via the B-Clear Open Data website portal. Karon asked what year the last survey actually took place in. Nickel replied that the study was approved in 2021 and data collected was from 2022. Karon made a motion to approve the Contract with Infrastructure Management Systems for Asset Condition Field Reconnaissance Survey and Reporting Project. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **20. MOU with CBU for Periodic Utility Infrastructure Repairs**

Adam Wason, Public Works, presented a Memorandum of Understanding (MOU) between the City of Bloomington Utilities (CBU/Utilities Service Board and City of Bloomington Public Works/Board of Public Works. This MOU agreement will be used when CBU needs to repair and replace its utility infrastructure located in the right of way which damages public infrastructure. DPW has the machinery, knowledge and ability to perform these repairs. CBU has the financial ability to fund 4 new DPW positions to staff a team that can provide timely infrastructure repair. This four person crew will consist of 1 Crew Leader, 1 Operator, and 2 Laborers. Roach asked if these would be fully dedicated to these repairs only. Wason replied that this 4 person crew's main focus would be utility infrastructure repair, that does not mean that they cannot full other rolls if necessary. This gives us the ability to better track when they are working where. Karon asked if this was a pilot program for employee sharing, or if it was just temporary. Wason remarked that as long as this arrangement continues to work, we will continue it. The goal is to make this a permanent collaboration. Karon asked if this MOU has gone before the Utility Board. Wason replied that it went at the meeting on December 16<sup>th</sup>. This MOU is just formalizing a process that is already taking place. Cox Deckard remarked that she found it a great idea to formalize this arrangement. Wason agreed, as this is a benefit to both departments and to the City as a whole. Karon made a motion to approve the Memorandum of Understanding with City of Bloomington Utilities for Periodic Utility Infrastructure Repair. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **21. Contract for Paving Projects – Smith Road, Hagan Street, Kingston Drive with E&B Paving, LLC**

Adam Wason, Public Works, presented the Contract for Paving Projects – Smith Road, Hagan Street, and Kingston Drive with E&B Paving, LLC for approval. This project shall include all necessary labor, materials, and equipment for the paving projects on Smith Road, Hagan Street, and Kingston Drive. 2 bids were received for this project. E&B Paving, LLC was determined to be the lowest reasonable and responsible bidder with a bid of \$375,640.00. Karon made a motion to approve the Contract for Paving Projects at Smith Road, Hagan Street and Kingston Drive. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **22. Request to Add Agenda Item – Contract for 2025 Parks Downtown Planter Improvement Project**

Adam Wason, Public Works, requested to add an agenda item to this packet. It was overlooked on the original agenda. Was requested that a Contract for 2025 Parks Downtown Improvement Project be added. Karon made a motion to add agenda item Contract for 2025 Parks Downtown Planter Improvement Project. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **23. Contract for 2025 Parks Downtown Planter Improvement Project**

Adam Wason, Public Works, presented the Contract for 2025 Parks Downtown Planter Improvement Project with Nature's Way. This project will be managed by Parks and funded through Public Works using the Parking Meter Fund. This project will focus on cleaning out the existing planters and replacing them. The Parking Fund money can be used for this, as metered streets surround this area. Staff was given this contract by Parks and this is approved by the Parks Board. (**Correction: Staff was misinformed and this contract will be presented to the Parks Board on January 27<sup>th</sup>, 2025.**) Karon noted that the maintenance cost on this contract is only for a 12 month period. Wason stated that yes, it was for 12 months, but there is the possibility to continue this as to alleviate Parks focusing on the courthouse. Cox Deckard wondered if this was taking away from anything that already came out of the Parking Fund. Wason clarified that there is \$120,000 budgeted for Downtown Beautification out of this budget. This will just be the project for this year. Roach asked what the maintenance coverage in this contract is, for example for trash, or planter itself. Wason replied that Brighten Btown will be able to clean out the trash from the beds and surrounding planters, Nature's Way will be responsible for the flora in the beds. Roach question the long term plan for the planters, as some look like they are from the 1970s.

Wason replied that the focus will be on Kirkwood and College/Walnut study. Staff will inform the Board on what the streetscape design and transportation ideas are as the City focuses on Kirkwood from Walnut Street to Indiana Avenue. This is a 5-10 year plan that is in process talks.

## **VI. STAFF REPORTS & OTHER BUSINESS**

Adam Wason, Public Works, gave a thank you to all City Staff for their hard work as we push to finish out 2024. Wason wished everyone a Happy Holiday season. Wason gave a thank you to the Board for their support and hard work throughout this year.

Cox Deckard, President, gave a thank you to her fellow Board Members. Cox Deckard wanted to take time to mention the Snow Buddies program. This program is seeking volunteers to help maintain sidewalks and help the physically disabled in clearing snow. Wason stated that information to volunteer, or request help is available on the Community Council for Accessibility's web page and Facebook page.

## **VII. APPROVAL OF CLAIMS**

Karon made a motion to approve the claims in the amount of \$2,614,611.28. Roach seconded. Cox Deckard called roll, all in favor, motion passed.

## **VIII. ADJOURNMENT**

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 Miranda Beaver, Public Works Departmental Accessibility contact at 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.

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

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)

**MINUTES**  
**BOARD OF PUBLIC WORKS**  
**December 30, 2024**

A Regular Meeting of the Board of Public Work was held **Monday December 30, 2024, at 12:30 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/88224736093?pwd=ekZhZ14bTdqXbCbd6GtpbJDWMKzxtM.1>

Meeting ID: 882 2473 6093      Passcode: 745759

Board Members in Attendance:

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

Staff in Attendance:

Miranda Beaver, Public Works

Adam Wason, Public Works

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS AND REMONSTRANCES**

**III. CONSENT AGENDA**

**1. Approval of Payroll**

Karon made a motion to accept payroll in the amount of \$623,033.48. Cox Deckard seconded. Cox Deckard took a roll call, all in favor, motion passed.

**IV. NEW BUSINESS**

**1. Approve Contract with Lentz Paving, LLC for W. 6<sup>th</sup> Street Paving**

Adam Wason, Public Works, on behalf of Joe Van Deventer, presented a contract with Lentz Paving, LLC for the W. 6<sup>th</sup> Street Paving Project. This project shall include all necessary labor, materials, and equipment for the milling and paving project on W. 6<sup>th</sup> Street from N. Rogers Street to N. Elm Street. Three quotes were received:

- |                              |             |
|------------------------------|-------------|
| 1. Lentz Paving, LLC         | \$71,250.00 |
| 2. Milestone Contractors, LP | \$92,590.00 |
| 3. E&B Paving, LLC           | \$93,039.00 |

Lentz Paving, LLC was determined to be the lowest responsive and reasonable bidder, with a bid of \$71,250.00. Staff recommend that the contract be awarded to Lentz Paving, LLC. Karon made a motion to approve the Contract with Lentz Paving, LLC for W. 6<sup>th</sup> Street Paving. Cox Deckard seconded. Cox Deckard took a roll call, all in favor, motion passed.

**2. Approve Contract with Case Construction for Downtown Alley Renovation Phase 2**

Adam Wason, Public Works, on behalf of Joe Van Deventer, presented a contract with Case Construction for the Downtown Alley Renovation Phase II. This project shall include all necessary labor, material, and equipment for the asphalt resurfacing, curb painting, curb ramp modifications, and storm water infrastructure updates on alleys between Kirkwood Avenue and 4<sup>th</sup> Street. Bids were received and read at the December 16<sup>th</sup> Work Session. Five bids were received:

- |                              |              |
|------------------------------|--------------|
| 1. Case Construction, Inc.   | \$164,320.43 |
| 2. Milestone Contractors. LP | \$249,821.00 |
| 3. E&B Paving, LLC           | \$282,200.00 |
| 4. Groomer Construction      | \$317,955.14 |
| 5. Crider & Crider, Inc.     | \$373,920.00 |

Case Construction, Inc. was determined to be the lowest responsive and responsible bidder, with a bid of \$164,320.43. We recommend that the contract be awarded to Case Construction, Inc. Karon made a motion to approve the Contract with Case Construction for Downtown Alley Renovation Phase II. Cox Deckard seconded. Cox Deckard took a roll call, all in favor, motion passed.

## **V. STAFFREPORTS & OTHER BUSINESS**

Adam Wason, Public Works, wanted to congratulate Billy Porter on his retirement. He has been with the Sanitation Division for over 20 years and he will be working his last day on December 31, 2024.

## **VI. APPROVAL OF CLAIMS**

### **1. Approval of Claims in the Amount of \$979,947.25**

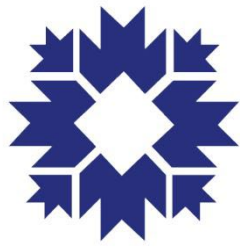
Karon made a motion to approve the Claims in the amount of \$979,947.25. Cox Deckard seconded. Cox Deckard took a roll call, all in favor, motion passed.

## **VII. ADJOURNMENT**

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# 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>	2025-002
<b>Petitioner/Representative:</b>	Maria del Pilar Gonzalez, Owner of Pili's Party Taco Truck - 3
<b>Staff Representative:</b>	Susan Coates
<b>Meeting Date:</b>	01/14/2025

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

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

This application is for 1 year.

Staff is supportive of the request.



**RESOLUTION 2025-001**  
**CITY OF BLOOMINGTON**  
**BOARD OF PUBLIC WORKS**  
**Mobile Vendor in Public Right of Way**  
**Pili's Party Taco Truck - 3**

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

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

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen food truck or trailer for 1 year beginning 1/15/2025, and ending on 1/15/2026.

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

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

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

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

**ADOPTED THIS THE 14th DAY OF JANUARY 2025.**

**BOARD OF PUBLIC WORKS:**

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

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

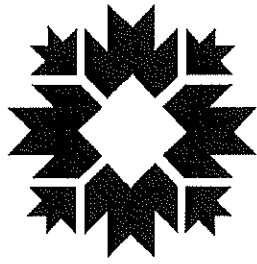
\_\_\_\_\_  
James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2025-002 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Maria del Pilar Gonzalez

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

**RESOLUTION 2025-002**



# CITY OF BLOOMINGTON

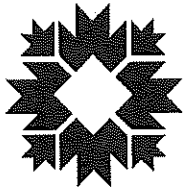
ECONOMIC AND SUSTAINABLE DEVELOPMENT

## Business License Cover Sheet

<b>Business Name</b>	Pili's Party Taco Truck - 3
<b>License Type</b>	Mobile Vendor License
<b>Contact</b>	Maria del Pilar Gonzalez
<b>Phone</b>	812-219-0539
<b>Email</b>	pilispartytaco@hotmail.com
<b>BPW Resolution No (if applicable)</b>	2025-002
<b>Issue Date of License</b>	1/15/2025
<b>Expiration Date of License</b>	1/15/2026
<b>Scanned?</b>	<input checked="" type="checkbox"/>
<b>Renewal Date for License</b>	1/15/2026
<b>Department Head</b>	Jane Kupersmith
<b>Record Destruction Date</b>	1/15/2029
<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

Res-25-02.

Pilis TACO-  
TRUCK 3



CITY OF BLOOMINGTON

## MOBILE VENDOR LICENSE APPLICATION

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

### 1. License Length and Fee Application

Length of  
License: 1 Year - \$350

### 2. Applicant Information

Name:	Maria del Pilar Gonzalez
Title/Position:	Owner
Date of Birth:	08-31-75
Address:	15-07 W Arlington Rd
City, State, Zip:	Bloomington IN 47403
E-Mail Address:	Pilispartytaco@hotmail.com
Phone Number:	Mobile Phone: (812) 219-0539

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

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

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

#### 4. Company Information

Name of Employer:	Pili's Party Taco #3		
Address of Employer:	15 07 W Arlington		
City, State, Zip:	Bloomington IN 47404		
Employment Start Date:	8-12-16	End Date (If known):	
Phone Number:	(812) 219-0539		
Website / Email:	Pilispartytaco.com Pilispartytaco@hotmail.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.

Name	Address
Armando Piquinto	15 07 W Arlington Rd Bloomington IN 47403

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

Date of incorporation or organization:	8-12-16
State of incorporation or organization:	8-12-16
(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**

Mexican Food

Planned hours of operation:

9am to 3am

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

Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.

Please Attach

Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?

Yes ☐

No ☒

(If Yes) Provide details

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

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

**For City Of Bloomington Use Only**

Received in ESD

Date Received:

JAN 09 2025

Received By:

*Stewart*

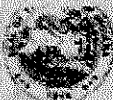
Date Approved:

10/10/25

Approved By:

*Stewart*





State Form 43099 (R5/7-17)  
Approved by State Board of  
Accounts 2017

## INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 10	AGE 25	ISSUE DATE 02/01/24	PUR DATE 08/10/18	COUNTY 53 - MONROE	TP R	PL YR 24	PLATE TK191NMZ	PL TP GT	WEIGHT 11	PR YR 23	LS N	TYPE GT	PRIOR YR PL TK191NMZ
EXPIRATION DATE 01/31/25		MUNICIPALITY BLOOMINGTON			VEHICLE YEAR 98	MAKE CHE	MODEL P30	VEHICLE IDENTIFICATION NUMBER 1GBHP32R2W3304910			TYPE VA	COLOR WHI	
CURRENT YEAR TAX	EX TAX 12.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 12.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 15.00	TOTAL 97.35				
PRIOR YEAR TAX	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													



PILIS PARTY TACO LLC



1507 W ARLINGTON RD  
BLOOMINGTON IN 47404-2111

0103

Legal Address  
1507 W ARLINGTON RD  
BLOOMINGTON IN 47404-2111



000.00.000

### INSTRUCTIONS FOR APPLYING PLATE DECALS:

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



## 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: IVAN ALEJANDRO MACEDA VELA  
DOB: 02/27/1982  
STATUS: VALID as of 11/22/2023  
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 22nd of November, 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 11/22/2023 4:09 pm

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

IVAN ALEJANDRO MACEDA VELA  
805 E HILLSIDE DR  
BLOOMINGTON, IN 47401-6532

License number: 3139-10-8480  
License type: DRIVERS  
License expires: 02/27/2027  
License status: VALID  
SR22: Not needed

Birth date: 02/27/1982      Gender: MALE

Current points: 0  
Social Security #:

**Physical Description:** Height: 5'9"    Weight: 165lbs    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: 3139-10-8480 IVAN ALEJANDRO MACEDA VELA

DOB: 02/27/1982

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

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

**Mailing Addresses**

ID	Effective Date	Street Address	City	State	ZIP Code
4	07/31/2020	805 E HILLSIDE DR	BLOOMINGTON	IN	47401-6532
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

**Legal Addresses**

ID	Effective Date	Street Address	City	State	ZIP Code
4	07/31/2020	805 E HILLSIDE DR	BLOOMINGTON	IN	47401-6532
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

### Credential Issuance

Interim Credential Issue Date: 7/29/2021, Expiration Date: 8/28/2021, Reason: DUPLICATE DL, IN-STATE, Control #: 18608862

Issue Date: 07/29/2021, Duplicate License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 02/27/2027

Interim Credential Issue Date: 7/31/2020, Expiration Date: 8/30/2020, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 16626318

Interim Credential Issue Date: 7/31/2020, Expiration Date: 8/30/2020, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 16626328

Issue Date: 07/31/2020, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 02/27/2027

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

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

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

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

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

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

### Remarks

No Remarks were found.

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

# CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Elite Auto  
INSPECTOR'S NAME Kyle Toliver INSPECTOR'S PHONE # 812-4675-3847  
DATE OF INSPECTION 1/9/25  
NAME OF VENDOR Pili's Party Taco, LLC  
VEHICLE YEAR 1998 MAKE Chevrolet MODEL Forward control  
VIN 1GBHP32R2W3304910

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

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

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

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

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

Date:

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/09/2025

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

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

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

## COVERAGES

**CERTIFICATE NUMBER:** CL251922916

**REVISION NUMBER:**

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

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

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

The City of Bloomington Indiana is Additional Insured with respect to General Liability as required by written contract.  
Truck #1: 1999 Chevrolet P32 VIN: 1GBHP32R2X3307887  
Truck #2: 1998 Chevrolet P32 VIN: 1GBHP32R2W3304910  
Truck #3: 2019 Ford F59 VIN: 1F68F5KY0K0A09201

## CERTIFICATE HOLDER

## CANCELLATION

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

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**Kerry Thomson**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

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

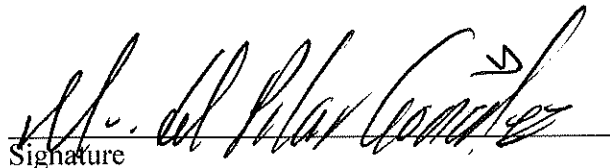
The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

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.



Name, Printed



Signature



Date Release Signed



# REGISTERED RETAIL MERCHANT CERTIFICATE

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

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

FEIN 32-0503571  
LOC ID 0159485118-001  
ISSUED February 29, 2024  
EXPIRES March 31, 2025

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

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




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

*Robert J. Jenner*

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

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

 **Department of the Treasury**  
**Internal Revenue Service**  
**Ogden, UT 84201**

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

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

Taxpayer Identification Number: 32-0503571

Form(s):

Dear Taxpayer:

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

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

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

Sincerely,

/S/Ms. Lawrence  
1001866411  
Customer Service Representative

**Kerry Thomson**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

### **Prohibited Location Agreement**

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

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

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

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

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

**Vendor:**

**Name:**

**Signature:**

**Date:**

*Maria del Mar Gonzalez*  
*Maria del Mar Gonzalez*  
*01/08/25*

**Kerry Thomson**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

### **Standard of Conduct Agreement**

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

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

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



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

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

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

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

Vendor:

Name:

Maria del Pilar Gonzalez

Signature:

M. del Pilar Gonzalez

Date:

01/08/25



# City of Bloomington Fire Department

PO Box 100  
Bloomington Indiana 47402  
812-332-9763

Mayor Kerry Thomson

Fire Chief Roger Kerr

**Current Date**

01/09/2025

**Inspected by**

Chuck Edward Cohenour

**Next Inspection Date**

01/08/2026

**Inspection Number**

BFD-2025-0003299

**Business Name**

Philis Party Taco  
Truck # 3

**Address**

1507 West  
Arlington rd

**City**

Bloomington

**State**

IN

**Zip**

47404

**Suite**

Philis Party Taco Truck # 3

**Fire Inspection Results**

No fire code violations found.

Thank You

On 01/09/2025 the Philis Party Taco Truck # 3 was inspected by Bloomington Fire Department and no deficiencies were found.

## Inspection Signatures

**Occupancy Contact Signature**

Maria del Pilar Gonzalez  
Manager

812-219-0539

Pilispartytaco@hotmail.com

**Inspector Signature**

Chuck Edward Cohenour  
Deputy Fire Marshal  
812-369-2201

charles.cohenour@bloomington.in.gov



# Mobile Food Establishment License

## Monroe County Health Department

This is to certify that:

Pili's Party Tacos (Wacky Bunzz)

Maria Del Pilar Gonzales

2361 W Rappel Ave

Bloomington, IN 47404

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

Issued:

10/2/2024



By

A handwritten signature in black ink, appearing to read 'Maria Del Pilar Gonzales', written over a horizontal line.

Monroe County Health Officer

# 2024

NON-NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 28, 2025



## Board of Public Works Staff Report

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<b>Project/Event:</b>	Extension request for Road Closures in Near West Side Neighborhood
<b>Staff Representative:</b>	Chaz Mottinger
<b>Petitioner/Representative:</b>	Chaz Mottinger
<b>Date:</b>	January 14, 2024

---

**Report:** The City of Bloomington Department of Economic & Sustainable Development is requesting approval of the 2025 Parklet Program guidelines that will pertain to a new Ordinance 2025-02 that City Council will be voting on January 22, 2025. These guidelines outline the implementation logistics required to have a safe and cohesive parklet program for the 2025 extended outdoor dining season.

## **RESOLUTION 2025-02**

### **A Resolution Establishing Guidelines for and Approving the Outdoor Dining Program in the Downtown Corridor**

WHEREAS, on June 8, 2020, the Board of Public Works (“Board”) passed Resolution 2020-28 that allowed for the temporary closure of Kirkwood Avenue and authorized an alternative procedure for sidewalk seating and merchandise encroachments known as the Outdoor Dining Program (“Program”); and

WHEREAS, the Program made it possible to assist local restaurants by extending the outdoor seating area into parklets, also known as streateries; and

WHEREAS, the Board extended the Program and authorization on June 9, 2021 and again on December 21, 2021; and

WHEREAS, pursuant to Chapter 12.06 of the Bloomington Municipal Code (“BMC”), the Board has authority to grant final approval of all sidewalk seating and merchandising encroachment applications; and

WHEREAS, the City Council is currently considering Ordinance 2025-02, which proposes a temporary waiver of certain formalities related to seating and merchandising encroachments and other municipal regulations; and

WHEREAS, the Program continues to add vibrancy to our downtown and to the health and use of our downtown business community.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS FOR THE CITY OF BLOOMINGTON, INDIANA:**

Section 1. Beginning on April 4, 2025, for the limited purpose of those areas in the downtown corridor where the City will be implementing the Program, the City’s seating and merchandising encroachment application and other rules related to seating and merchandising encroachments are modified as described in proposed City Council Ordinance 2025-02. The specific guidelines for the Program are outlined in Exhibits A, B and C to this Resolution.

Section 2. Staff at the Economic and Sustainable Development Department are authorized to receive and give final approval to an application submitted by a Kirkwood merchant for additional seating and/or merchandising encroachments from early February, 2025, through March 3, 2025, provided that the submitted application(s) meets all requirements as modified by this resolution and by the attached Program guidelines, and anticipated City Council Ordinance 25-02. No additional approval from this Board will be required.

Section 3. Ordinance 2025-02 establishes a three-year Program, running from 2025 through

2028. However, the Program guidelines will be reviewed and approved by the Board annually.

Section 3. This Resolution shall only have any force and effect provided that the City Council passes proposed Ordinance 2025-02. It is anticipated that City Council will consider Ordinance 2025-02 for final approval on January 22, 2025. In the event that Ordinance 2025-02 is approved with no significant substantive changes that would have an impact on this Resolution, this Resolution may be considered to be in full force and effect upon passage of Ordinance 2025-02 by the City Council.

Section 4. These unique measures are temporary in nature and shall be in place until October 31, 2028, unless said measures are extended by the City Council or this Board, as the case may be.

PASSED AND ADOPTED by the Board of Public Works of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_\_ day of January, 2025.

**BOARD OF PUBLIC WORKS:**

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

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

\_\_\_\_\_  
James Roach, Secretary



## **Exhibit A**

### **2025 Outdoor Dining Program Guidelines**

#### **Timeline:**

- |   |                        |
|---|------------------------|
| • Materials due to Council:   | December 30, 2024      |
| • Council - first reading:  | January 8, 2025        |
| • Board of Public Works approval of guidelines                      | January 14, 2025       |
| • Council vote on new ordinance:                                    | January 20, 2025       |
| • Applications available to businesses:                             | Early February 2025    |
| • Deadline for submitting applications:                             | March 3, 2025          |
| • Final staff determination of the number and location of parklets: | March 10, 2025         |
| • Implementation of program (weather permitting):                   | March 31-April 3, 2025 |
| • Season officially begins:   | April 4, 2025          |
| • End of seasonal outdoor dining program:                           | November 10, 2025      |

#### **Costs**

- All fees are due in full by March 28, 2025.
- Businesses are responsible for any direct costs associated with utilizing a parklet.
- Each participating business must submit a certificate of insurance to the Economic and Sustainable Development Department establishing proof of a comprehensive general liability policy naming the City of Bloomington as additional insured to the extent of at least \$500,000 bodily injury and \$100,000 property damage, which shall be in effect during the term of this authorization.
- Cost to businesses will be \$250 per parking space. A two-space parklet will cost \$500, 3 spaces will cost \$750.
- Businesses that share a parklet may split the cost.

#### **Parklet Logistics**

- Eligibility:
  - Eligibility is limited to food service establishments adjacent to metered parking in downtown Bloomington.
    - City staff will review the proposed parklets' street locations to ensure they are suitable for the program.
  - All participating businesses must agree to cease alcohol sales in parklets by midnight.
  - Eligible businesses must complete the application and payment process as outlined in this memo.

- As the City incorporates feedback and best practices, previously approved parklet plans and implementations do not guarantee approval for the 2025 season.
- Application process:
  - Application form will go live on the City's webpage in February 2025.
  - Applications are due by March 3, 2025. Businesses may submit applications in advance of the deadline.
  - A detailed site plan drawn to scale shall be submitted with the application. This site shall indicate the location of any ramps and seating installed in the parklet as well as any street furniture/trees. Measurements should be included to show conformance with Exhibit B.
  - Fees are payable via grant application site by March 28, 2025.
- Implementation:
  - The participating businesses will work with City staff to install and remove parklets at the beginning and end of the 2025 season. Implementation will be coordinated by City staff.
  - If used, City staff will fill jersey barriers with water on the installation day. Participating businesses will be required to top off the barriers with water as needed, and the barriers must remain sufficiently full for safety purposes.
  - If the weather in March/April 2025, is not conducive to outdoor dining, City staff may exercise discretion on the exact dates the parklets are installed.
  - If a parklet is removed, either by request of the business or by determination of City staff, it may not be reinstalled in the same calendar year. Any fees paid by the business will not be refunded.
- Requirements for participating businesses:
  - Participating businesses are required to provide their own furniture, decorations, etc.
  - Participating businesses are required to invest in the beautification of parklet spaces through decor that meets safety standards (see Exhibit C).
  - Participating businesses must meet all requirements for their extended outdoor seating, including the Americans with Disabilities Act (ADA), Indiana Alcohol Tobacco Commission (ATC), Monroe County Health Department, safety, and insurance requirements.
  - Participating businesses must meet ADA/Accessibility requirements as stated in Exhibit B.
  - Participating businesses must meet all Monroe County Building Department requirements and permits for their extended outdoor spaces.
    - Decks or platforms can be up to and under 30 inches in height.
      - If any portion of the decks/platforms exceed the maximum height requirement of 30 inches, construction design must be approved by

the appropriate State and County building departments and a permit must be issued.

- Decks/platforms, furniture, or anything else in spaces cannot block any building exits and must be designed to keep buildings in compliance with codes.
- Any decks or platforms constructed shall allow for adequate drainage through the gutter and not block any drainage inlets.
- Any decks or platforms constructed shall be easily removable in the event of an emergency.
- Parklet structures cannot block access to Fire Department Connections (FDCs) or Post Indicator Valves (PIVs).
- Tents and heaters are not allowed for use in the Outdoor Dining Program.
- Participating businesses must comply with Indiana Fire Code regulations.
- Businesses must remove all seating, furniture, decorations, and any other property from the parklet before the end of the program on November 10, 2025, when the parklet setups are set to come down or face fines in accordance with Title 12 of the Bloomington Municipal Code.

## **Exhibit B**

### **ADA/Accessibility Requirements**

Parklets must conform to the Americans with Disabilities Act (ADA) guidelines and Public Right-of-Way Accessibility Guidelines (PROWAG), or have adjacent outdoor seating options which conform to the ADA and PROWAG (if applicable). It is the responsibility of the applicant to design and implement their parklet seating to be compliant. Below are guidelines that will help design your space to be compliant with the ADA, PROWAG, and the City of Bloomington's standards. The guidelines below are not expected to cover all contingencies, but rather to provide basic information that participants must adhere to.

#### **Ramps for Curb Access**

- A platform flush with the curb can be constructed. This allows easy access for all users without having to worry about slope or tripping hazards.
- If a flush platform cannot be constructed, a ramp may be installed. Any ramp shall adhere to the following minimum requirements:
  - Slope: The maximum slope allowed is 1:12 (8.3%). This means that for every 12 inches in length there will be a 1 inch of rise (or less).
  - Width: The width of a ramp shall be no less than 48 inches wide.
  - Landings: The landing clear width shall be at least as wide as the ramp. The landing clear length shall be a minimum of 48 inches long. Ramps that change direction at the landing shall have a clear space a minimum of 48 x 48 inches.
- Further information can be found in the PROWAG:
  - Section R304 Curb Ramps and Blended Transitions
  - Section R407 Ramps

#### **Accessible Seating**

- While it is encouraged that all seating be wheelchair accessible, it shall be required that a minimum of at least 1 seat for every 25 to remain accessible. Seating can be made accessible by following the guidelines below:
  - If only one accessible table is provided, it shall be placed closest to the accessible route into the parklet.
  - Table Height: The table shall be 28-34 inches from the ground to the underside of the table.
  - Knee Space: There shall be at least 27 inches of vertical knee space from the underside of the table, and at least 30 inches wide.
  - Clearance: There shall be a clear floor space of at least 30 by 48 inches around the accessible seating.
  - Availability: Accessible seating shall be available without necessitating the moving/removal of furniture.
- Further information can be found in the 2010 ADA Standards for Accessible Design:
  - Section 221 Assembly Areas
  - Section 306 Knee and Toe Clearance
  - Section 902 Dining Surfaces and Work Surfaces
- Further information can be found in the PROWAG:

- Section R405 Knee and Toe Clearance

## Decks and Raised Platforms

- Deck Surface:
  - Decks shall have a smooth, non-slip surface.
  - Deck gaps shall be no greater than ½ inch wide.
- Ramps to Deck Surface:
  - Width: The width of a ramp shall be no less than 48 inches wide.
  - Rise: The rise for any run shall be 30 inches maximum
  - Handrails: Ramps with a rise greater than 6 inches shall have handrails between 34 to 38 inches vertically above the walking surface. The handrails shall extend 12 inches beyond both the top and bottom of the ramp.
  - Edge Protection: Ramps shall have edge protection a minimum of 4 inches above the ramp surface.
  - Landings: The landing clear width shall be at least as wide as the ramp. The landing clear length shall be a minimum of 60 inches long. Ramps that change direction at the landing shall have a clear space a minimum of 60 x 60 inches.
- Further information can be found in the 2010 ADA Standards for Accessible Design:
  - Section 302 Floor or Ground Surfaces
  - Section 405 Ramps
  - Section 505 Handrails

## **Exhibit C**

### **Beautification Guidelines**

Several options are available to outdoor dining program participants for beautification. Examples of parklet + block beautification may include, but are not limited to, the adornment of art, accessibility alterations, or cosmetic improvements, all per guidelines listed in this “Exhibit C: Beautification Guidelines.” Given the potential costs for professional parklet beautification, employing cost-friendly and easy-to-implement solutions is crucial, as businesses will bear the costs.

#### **Beautification Options:**

- Additional seating platforms
  - Outside of their uses associated with outdoor dining, spaces installations may include wooden or metal benches, platforms, ramps, or additional forms of seating to compensate for increased customer capacity and general community interactions.
- Adornment of art
  - Program participants are encouraged to use a variety of art sources to beautify spaces.
    - E.g., collaboration with local artists and the utilization of murals
- Space greenery
- Additional lighting
  - Please review the Bloomington Municipal Code section 20.04.090 for compliance.
- Further cosmetic and logistical improvements
  - More options for cosmetic improvements include the use of budget-friendly space dividers, outdoor rugs/flooring, temporary installations of menu/special boards, spaces dedicated for bike parking, and the inclusion of interactive features.
- Businesses should work with City staff to determine appropriate beautification options for the spaces. No permanent physical changes can be made to the streetscape.



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/10/2025	Payroll				663,052.67
					<u>663,052.67</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 **\$ 663,052.67**

**Dated this 14th day of January year of 2025.**

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

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

\_\_\_\_\_  
James Roach, Secretary

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

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





## Board of Public Works Staff Report

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**Project/Event:** RFP: Parking Rate Study & Comprehensive Review  
**Petitioner/Representative:** Public Works Parking Services  
**Staff Representative:** Michelle L. Wahl, CAPP  
**Date:** January 14, 2025

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**Report:** This study will provide the City officials a thorough analysis and comprehensive proposal to make the necessary financial increases/adjustments of all current parking rates, fines and fees for downtown, neighborhoods and garages.

This rate study also will include a proposal of why the parking services division should implement new meter technology, explore pay by phone, LPR, and the possibility of gateless garages.

Focus groups and surveys will be conducted on current parking rates and fines with partners, neighborhoods, downtown businesses, and the public.

Neighborhood and garage parking rates were reviewed by the Desman Design Management study in 2018. In 2021, all parking operations units were merged into the Parking Services Division, and all fines, fees and rates structures need to be reevaluated as a result.

The goal is to provide City officials the following:

- Defensible, transparent parking fee philosophy
- Increase public awareness and engagement
- Sustainable parking policies

After the evaluation committee reviewed the two proposals received, it was rated through a scoring matrix, and Walker Consultants receive the highest point total. Walker Consultants are being selected to be the vendor of choice which also had the lowest cost proposal.

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**Recommendation and Supporting Justification:** Walker Consultants for \$65,000

**Recommend** ☒ **Approval** ☐ **Denial by:** *Michelle L. Wahl, CAPP*

## City of Bloomington Contract and Purchase Justification Form

Vendor: Walker Consultants

Contract Amount: 65,000

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

### PURCHASE INFORMATION

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

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

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

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

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

This vendor was scored by an evaluation team and scored the highest in meeting experience and qualifications, methodology and approach, stakeholder engagement and fee proposal.

Michelle L. Wahl

Parking Services Director

PW/Parking Services

Print/Type Name

Print/Type Title

Department

## **AGREEMENT FOR CONSULTING SERVICES**

This Agreement, entered into on this 14th day of January, 2025, by and between the City of Bloomington Parking Services Department through the Board of Public Works (hereinafter referred to as "Board"), and Walker Consultants, (hereinafter referred to as "Consultant"),

### **WITNESSETH:**

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to receive temporary Parking Consultant services necessary to meet workload demands; and,

WHEREAS, the Board requires the services of a professional consultant in order to perform tasks including Parking Rate Study and Comprehensive Review, which shall be hereinafter referred to as "Services"; and

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

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

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

**Article 1. Scope of Services:** Consultant shall provide required Services for the Board as set for in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

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

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

**A. Information/Reports**

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

**B. Representative**

The Board hereby designates Michelle L. Wahl, CAPP, Parking Services Director, Parking Services Department ("Wahl"), to serve as the Board's representative for the project. "Wahl" shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

**C. Decisions**

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

**Article 4. Compensation:** The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid for the project, including fees and expenses, shall not exceed the amount of Sixty-five thousand dollars (\$ 65,000). These sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

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

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

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

**2. Billing Records:**

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

**Article 5. Appropriation of Funds:** Notwithstanding any other provision of this Agreement, if

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

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

**Article 7. Termination:** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

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

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

**Article 10. Reuse of Documents:** All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior

written verification or adaptation by Consultant for the specific purpose intended will be

at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

**Article 11. Ownership of Documents and Intellectual Property:** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

**Article 12. Independent Contractor Status:** During the entire term of this Agreement,

Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

**Article 13. Indemnification:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

**Article 14. Insurance:** During the performance of any and all Services under this Agreement,

Consultant 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.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.



- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

**Article 15. Conflict of Interest:** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 17. Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire

Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 18. Assignment:** Neither the Board nor the Consultant shall assign any rights or duties

under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 19. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

**Article 20. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

**Article 21. Non-Discrimination:** Consultant 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.

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

**Article 22. Compliance with Laws:** In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:

City of Bloomington

Parking Services Dept.

Attn: Michelle Wahl

401 N. Morton Street, Suite 130

Bloomington, Indiana 47404

Consultant:

Attn:

Address

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

**Article 24. Intent to be Bound:** The Board and the Consultant each bind itself and its

successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 25. Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

**Article 26. Verification of New Employees' Employment Status:** Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an

unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Board obtains information that the

Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or its subconsultants of the Agreement violation and

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

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

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

**Article 27. N o Collusion:** Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as **Exhibit F**, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.  
This Agreement may be modified only by a written amendment signed by both parties hereto.

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

Owner

Consultant

City of Bloomington  
Board of Public Works



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

\_\_\_\_\_  
Name  
Position

By: \_\_\_\_\_  
Elizabeth Karon, Vice President

By: \_\_\_\_\_  
James Roach, Secretary

By: \_\_\_\_\_  
Margie Rice, Corporation Counsel

**EXHIBIT A**  
**SCOPE OF CONSULTING SERVICES**  
**PAGE 5 OF RFP**

**Solutions from Start to Finish—and Beyond**

When your project is in its infancy, we can provide parking planning and consulting, including financial analysis. In the design phase, Walker provides building envelope design, peer reviews, and quality control checks for all types of structures. For parking structures, our industry-leading design services cover everything from architectural to structural, functional, and mechanical considerations.

For existing structures, Walker can support you as you maintain it. We provide assessments and investigations for all building types to assist owners in maintaining good conditions, and critical reviews and advanced analysis in the case of failures. Our experts develop cost-effective and long-lasting repair designs and asset management plans for all structures.

We also assess safety, ADA, MEP, and property conditions. Thinking beyond the structure, Walker's specialists can help you refine the user experience with cutting-edge solutions that improve access: everything from curb management and multi-modal planning to parking operations reviews and technology updates. Our tailored, out-of-the-box approach to planning is built on inclusivity and stakeholder buy-in.

**EXHIBIT B  
COMPENSATION**

**See Below: Unsure how to answer?**

This project is to be conducted on an hourly rate basis with an agreed Maximum Cost of \_\_\_\_\_ (\$ \_\_\_\_\_) including expenses. Compensation will be in accordance with the attached man-hour justification and utilizing the following rates. Services will only proceed with prior written approval from the \_\_\_\_\_ Department officials designated by the Board as project coordinators.

**Professional Fee**

We will perform the parking planning services described herein for a lump sum fee of \$65,000 which includes customary reimbursable expenses. Fees for subsequent phases are shown below.

**Phase**

1. Discovery and Current Conditions Assessment	38%	\$24,500
2. Operations and Parking Rate Evaluation	40%	\$26,000
3. Recommendations and Project Deliverables	22%	\$14,500
Total Lump Sum Fee Proposed	100%	\$65,000

Any additional services which you request or authorize will be performed at our standard hourly rates in effect at the time or negotiated lump sum.

Classification	Hourly Rate



**EXHIBIT C**  
**PROJECT SCHEDULE**

After the Consultant is issued a Notice to Proceed for this Agreement, assignments shall be made by the Parking Services Department officials designated by the Board as project coordinators on an as-needed basis. Deliverables and schedule for individual assignment shall be agreed upon by the Parking Services Department officials and the Consultant.

The Contract shall be effective upon approval of the Board and shall remain in effect through December 31, 2025, unless either party terminates this Agreement in accordance with Article 7 of this Agreement.

**EXHIBIT D**  
**KEY PERSONNEL**

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

<b><u>Position / Responsibility</u></b>	<b><u>Name</u></b>
Principal-in-Charge	David Lieb, TDM-CP
Project Manager/Point of Contact	Jody Todd, CPP, AICP
Parking Consultant/Parking Access and Revenue Control Systems	John Martens, AICP-CAPP
Parking Consultant/Curb Management-TDM	Kevin White, ACIP-CAPP

**EXHIBIT E**  
**AFFIDAVIT REGARDING E-VERIFY**

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

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

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

\_\_\_\_\_  
Name  
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 \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Printed name

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

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

**EXHIBIT F  
NON-COLLUSION AFFIDAVIT**

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

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

N

ame T  
itle

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

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

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

\_\_\_\_\_  
Printed name

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

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



## CONTRACT COVER MEMORANDUM

**TO:** Adam Wason  
**FROM:** Michelle L. Wahl  
**DATE:** 01.07.2025  
**RE:** RFP Parking Rate Study and Comprehensive Review

<b>Contract Recipient/Vendor Name:</b>	Walker Consultants
<b>Department Head Initials of Approval:</b>	AW
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Michelle L. Wahl, CAPP
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	
<b>Due Date For Signature:</b>	
<b>Expiration Date of Contract:</b>	12.31.2025
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$65,000
<b>Funding Source:</b>	101.26.260000.54510 (CRED) 455.26-260000.53170 (Parking Meter Fund)
<b>.531W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Michelle Wahl
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Michelle Wahl

**Summary of Contract:** The main purpose of this RFP is to select a vendor to review our current parking rates for downtown meter parking hourly rate, garage parking monthly and hourly rate, and neighborhood permit rates and provide a 5 to 10 year rate projection of where rates should be. This proposal should also address rates pertaining to reserving meters, all zone permits, loss ticket fees, credit card fees, pay by phone fees, citation rates, and reserved parking for both on street, neighborhood zones garages. With an engaging comprehensive review of

parking process and practice to make sure it is aligning with outline changes that need to be made to the City of Bloomington's Traffic Code: Title 15.

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
01/17/25	Claims				\$1,500,117.23

\$1,500,117.23

**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 \$1,500,117.23

**Dated this 14th day of January year of 2025.**

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

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

\_\_\_\_\_  
James Roach, Secretary

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

Fiscal Office \_\_\_\_\_







# Board of Public Works Claim Register

Invoice Date Range 12/27/24 - 01/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 1101 - General</b>										
Department <b>01 - Animal Shelter</b>										
Program <b>010000 - Main</b>										
Account <b>52310 - Building Materials and Supplies</b>										
8658 - Kleindorfer's Hardware LLC	796862	01-Hose repair parts-metal hose on/off valve (3)	Paid by EFT # 63537		01/07/2025	01/07/2025	01/17/2025		01/17/2025	17.97
Account <b>52310 - Building Materials and Supplies</b> Totals							Invoice Transactions	1		\$17.97
Program <b>010000 - Main</b> Totals							Invoice Transactions	1		\$17.97
Department <b>01 - Animal Shelter</b> Totals							Invoice Transactions	1		\$17.97
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>53210 - Telephone</b>										
1079 - AT&T	812R08178812-24	02-Radio circuits-phone charges 11/29-12/28/24	Paid by Check # 79578		12/28/2024	01/08/2025	01/08/2025		01/08/2025	180.23
Account <b>53210 - Telephone</b> Totals							Invoice Transactions	1		\$180.23
Program <b>020000 - Main</b> Totals							Invoice Transactions	1		\$180.23
Department <b>02 - Public Works</b> Totals							Invoice Transactions	1		\$180.23
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	MC2079001	04-JAN2025 - MailChimp Monthly Subscription	Edit		01/15/2025	01/15/2025	01/15/2025			45.00
Account <b>53910 - Dues and Subscriptions</b> Totals							Invoice Transactions	1		\$45.00
Program <b>040000 - Main</b> Totals							Invoice Transactions	1		\$45.00
Program <b>04TECH - Trades Tech Center</b>										
Account <b>53990 - Other Services and Charges</b>										
9150 - Multicraft Fire LLC	2076	04-Retainage Release-Trades District Tech Center held by Board-	Paid by EFT # 63551		12/31/2024	01/07/2025	01/17/2025		01/17/2025	7,790.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$7,790.00
Program <b>04TECH - Trades Tech Center</b> Totals							Invoice Transactions	1		\$7,790.00
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals							Invoice Transactions	2		\$7,835.00
Department <b>05 - Common Council</b>										
Program <b>050000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YGW-C1VQ-J4TW	05 - Dry erase board, calendar style - monthly	Paid by EFT # 63479		12/30/2024	01/07/2025	01/17/2025		01/17/2025	114.99



# Board of Public Works Claim Register

Invoice Date Range 12/27/24 - 01/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>1101 - General</b>										
Department <b>05 - Common Council</b>										
Program <b>050000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
6530 - Office Depot, INC	395748003001	05 - Office supplies - pens and planner	Paid by EFT # 63557		12/30/2024	01/07/2025	01/17/2025		01/17/2025	40.72
Account <b>52110 - Office Supplies</b> Totals							Invoice Transactions	2		\$155.71
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GYK-YY39-3QCP	05 - ipad case, laptop privacy screens - ordered by ITS	Paid by EFT # 63479		01/07/2025	01/07/2025	01/17/2025		01/17/2025	292.95
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions	1		\$292.95
Program <b>050000 - Main</b> Totals							Invoice Transactions	3		\$448.66
Department <b>05 - Common Council</b> Totals							Invoice Transactions	3		\$448.66
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	40480	06-NGMA- Grants Conf- J Chang-3/12-3/14/25	Paid by Check # 79591		01/07/2025	01/07/2025	01/17/2025		01/17/2025	1,243.00
Account <b>53160 - Instruction</b> Totals							Invoice Transactions	1		\$1,243.00
Account <b>53910 - Dues and Subscriptions</b>										
259 - Indiana Association Of Cities & Towns (AIM)	115367	06 -2025 AIM Dues for City of Bloomington	Paid by EFT # 63527		01/07/2025	01/07/2025	01/17/2025		01/17/2025	21,944.00
Account <b>53910 - Dues and Subscriptions</b> Totals							Invoice Transactions	1		\$21,944.00
Program <b>060000 - Main</b> Totals							Invoice Transactions	2		\$23,187.00
Department <b>06 - Controller's Office</b> Totals							Invoice Transactions	2		\$23,187.00
Department <b>07 - Engineering</b>										
Program <b>070000 - Main</b>										
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	215975	07 - Institute of Trans. Eng. Webinar 12/9/24 A. Cibor	Paid by Check # 79591		01/07/2025	01/07/2025	01/17/2025		01/17/2025	20.00
Account <b>53160 - Instruction</b> Totals							Invoice Transactions	1		\$20.00
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	EPLBF-NOV 24	06-EPL Bank Fees P&T/ENG/HAND-Nov 2024 Paid in Dec 2024	Paid by EFT # 63471		12/30/2024	12/30/2024	12/30/2024		12/30/2024	121.00
Account <b>53830 - Bank Charges</b> Totals							Invoice Transactions	1		\$121.00



# Board of Public Works Claim Register

Invoice Date Range 12/27/24 - 01/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 1101 - General</b>										
Department <b>07 - Engineering</b>										
Program <b>070000 - Main</b>										
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	IACE-2025	07 - Indiana Association of City Engineers for A. Cibor	Paid by Check # 79591		01/07/2025	01/07/2025	01/17/2025		01/17/2025	75.00
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 1	\$75.00
Account <b>53990 - Other Services and Charges</b>										
3560 - First Financial Bank / Credit Cards	48	07 - Motherbears Food for Department Meeting 12/18/24	Paid by Check # 79591		01/07/2025	01/07/2025	01/17/2025		01/17/2025	236.95
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$236.95
Program <b>070000 - Main</b> Totals									Invoice Transactions 4	\$452.95
Department <b>07 - Engineering</b> Totals									Invoice Transactions 4	\$452.95
Department <b>09 - CFRD</b>										
Program <b>090000 - Main</b>										
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	12.27.24	09-Constant Contact Subscription-December 2024	Paid by Check # 79591		12/27/2024	01/07/2025	01/17/2025		01/17/2025	157.00
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 1	\$157.00
Program <b>090000 - Main</b> Totals									Invoice Transactions 1	\$157.00
Department <b>09 - CFRD</b> Totals									Invoice Transactions 1	\$157.00
Department <b>11 - Mayor's Office</b>										
Program <b>110000 - Main</b>										
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	TRINV-27828433	11-Annual Fee for Trello 12/24/24-12/24/25	Paid by Check # 79591		01/07/2025	01/07/2025	01/17/2025		01/17/2025	719.94
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 1	\$719.94
Program <b>110000 - Main</b> Totals									Invoice Transactions 1	\$719.94
Department <b>11 - Mayor's Office</b> Totals									Invoice Transactions 1	\$719.94



# Board of Public Works Claim Register

Invoice Date Range 12/27/24 - 01/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 1101 - General</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>51240 - Unemployment Compensation</b>										
204 - State Of Indiana	131447 01/2025	12- Jan 2025 Unemployment-City Portion	Paid by Check # 79598		01/07/2025	01/07/2025	01/17/2025		01/17/2025	3,530.00
Account <b>51240 - Unemployment Compensation</b> Totals								Invoice Transactions	1	\$3,530.00
Account <b>53990 - Other Services and Charges</b>										
8882 - Employers Choice Online INC	64824	12-background checks - December 2024	Paid by EFT # 63511		12/31/2024	01/07/2025	01/17/2025		01/17/2025	139.96
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$139.96
Program <b>120000 - Main</b> Totals								Invoice Transactions	2	\$3,669.96
Department <b>12 - Human Resources</b> Totals								Invoice Transactions	2	\$3,669.96
Department <b>13 - Planning</b>										
Program <b>130000 - Main</b>										
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	EPLBF-NOV 24	06-EPL Bank Fees P&T/ENG/HAND-Nov 2024 Paid in Dec 2024	Paid by EFT # 63471		12/30/2024	12/30/2024	12/30/2024		12/30/2024	121.84
Account <b>53830 - Bank Charges</b> Totals								Invoice Transactions	1	\$121.84
Account <b>53990 - Other Services and Charges</b>										
9462 - David Hittle	3496414	13-Reimb- 2025 APA Membership Renewal	Paid by EFT # 63522		01/07/2025	01/07/2025	01/17/2025		01/17/2025	728.00
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$728.00
Program <b>130000 - Main</b> Totals								Invoice Transactions	2	\$849.84
Department <b>13 - Planning</b> Totals								Invoice Transactions	2	\$849.84
Department <b>28 - ITS</b>										
Program <b>280000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
6530 - Office Depot, INC	401603241001	28-10 Cases Copy Paper-City Hall	Paid by EFT # 63557		12/30/2024	01/07/2025	01/17/2025		01/17/2025	384.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VRX-XYHD- 9MQD	28-2 ITS Headsets	Paid by EFT # 63479		12/31/2024	01/07/2025	01/17/2025		01/17/2025	299.98
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	2	\$683.98
Account <b>53640 - Hardware and Software Maintenance</b>										
7239 - Azteca Systems Holdings, LLC	INV9576	28-Asset Mgmt. Cityworks Software- ITS-3/2/25-3/1/26	Paid by EFT # 63485		01/07/2025	01/07/2025	01/17/2025		01/17/2025	42,250.00
4102 - Hyland Software, INC	LE01-375287	28- Document Maintenance for OnBase 2025	Paid by EFT # 63525		01/07/2025	01/07/2025	01/17/2025		01/17/2025	33,976.34
5444 - Tyler Technologies, INC	025-487711	28-EPL Enterprise Fees 2025	Paid by EFT # 63586		01/07/2025	01/07/2025	01/17/2025		01/17/2025	6,300.00



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<b>Fund 1101 - General</b>										
Department <b>28 - ITS</b>										
Program <b>280000 - Main</b>										
Account <b>53640 - Hardware and Software Maintenance</b>										
5444 - Tyler Technologies, INC	045-495064	28-Data & Insights 2025	Paid by EFT # 63586		01/07/2025	01/07/2025	01/17/2025		01/17/2025	29,767.50
5444 - Tyler Technologies, INC	045-499074	28-Notify for ERP and EPL 2025	Paid by EFT # 63586		01/07/2025	01/07/2025	01/17/2025		01/17/2025	7,500.00
Account <b>53640 - Hardware and Software Maintenance</b> Totals									Invoice Transactions 5	<u>\$119,793.84</u>
Account <b>53910 - Dues and Subscriptions</b>										
8543 - Insight Public Sector	1101235118	28-Microsoft Cloud Standard 2021 Software for City	Paid by EFT # 63531		12/30/2024	01/07/2025	01/17/2025		01/17/2025	182.18
6309 - CivicPlus, LLC	323161	28- 2025 Annual ArchiveSocial and NextRequest	Paid by EFT # 63501		01/07/2025	01/07/2025	01/17/2025		01/17/2025	18,055.20
8984 - Placer Labs INC	12.44002412	28- Platform Annual Access 12/13/24-12/12/25	Paid by EFT # 63561		01/07/2025	01/07/2025	01/17/2025		01/17/2025	32,550.00
3560 - First Financial Bank / Credit Cards	CC72C925-0051	28-Submittable-Application Submission Software-12/27/24-1/27/25	Edit		01/15/2025	01/15/2025	01/15/2025			119.00
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 4	<u>\$50,906.38</u>
Program <b>280000 - Main</b> Totals									Invoice Transactions 11	<u>\$171,384.20</u>
Department <b>28 - ITS</b> Totals									Invoice Transactions 11	<u>\$171,384.20</u>
Fund <b>1101 - General</b> Totals									Invoice Transactions 30	<u>\$208,902.75</u>
<b>Fund 2201 - Motor Vehicle Highway</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	EALUYSN3	20-Registration-2025 IAA Conf-Indy-1/21-1/23/25-McCoy	Paid by Check # 79591		01/07/2025	01/07/2025	01/17/2025		01/17/2025	380.53
Account <b>53160 - Instruction</b> Totals									Invoice Transactions 1	<u>\$380.53</u>
Account <b>53320 - Advertising</b>										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006807616-ST	20-Advertising for Bids - Street	Paid by EFT # 63517		01/07/2025	01/07/2025	01/17/2025		01/17/2025	380.76
Account <b>53320 - Advertising</b> Totals									Invoice Transactions 1	<u>\$380.76</u>
Program <b>200000 - Main</b> Totals									Invoice Transactions 2	<u>\$761.29</u>
Department <b>20 - Street</b> Totals									Invoice Transactions 2	<u>\$761.29</u>
Fund <b>2201 - Motor Vehicle Highway</b> Totals									Invoice Transactions 2	<u>\$761.29</u>



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<b>Fund 2207 - Parking Meter</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	PKGMTRBF-NOV 24	26-Parking Meters-Nov 2024 bank fees paid in Dec 2024	Paid by EFT # 63469		12/30/2024	12/30/2024	12/30/2024		12/30/2024	4,519.26
18844 - First Financial Bank, N.A.	PKGWEBBF-NOV 24	26-Parking Web-Bank Fees-Nov 2024 paid Dec 2024	Paid by EFT # 63470		12/30/2024	12/30/2024	12/30/2024		12/30/2024	5,352.19
Account <b>53830 - Bank Charges</b> Totals							Invoice Transactions	2		\$9,871.45
Program <b>260000 - Main</b> Totals							Invoice Transactions	2		\$9,871.45
Department <b>26 - Parking</b> Totals							Invoice Transactions	2		\$9,871.45
Fund <b>2207 - Parking Meter</b> Totals							Invoice Transactions	2		\$9,871.45
<b>Fund 2209 - LIT – Economic Development</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53960 - Grants</b>										
8448 - TEN31 Marketing LLC	3027	04-Marketing Services for Go Bloomington Dec 2024	Paid by EFT # 63578		01/07/2025	01/07/2025	01/17/2025		01/17/2025	10,897.50
Account <b>53960 - Grants</b> Totals							Invoice Transactions	1		\$10,897.50
Program <b>040000 - Main</b> Totals							Invoice Transactions	1		\$10,897.50
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals							Invoice Transactions	1		\$10,897.50
Fund <b>2209 - LIT – Economic Development</b> Totals							Invoice Transactions	1		\$10,897.50
<b>Fund 2248 - LOIT Special Distribution</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1137-LG4M-QHR4	20-Self Rhino 4 x8 Cutting Mat for Signs	Paid by EFT # 63479		12/27/2024	01/07/2025	01/17/2025		01/17/2025	262.98
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions	1		\$262.98
Program <b>200000 - Main</b> Totals							Invoice Transactions	1		\$262.98
Department <b>20 - Street</b> Totals							Invoice Transactions	1		\$262.98
Fund <b>2248 - LOIT Special Distribution</b> Totals							Invoice Transactions	1		\$262.98



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<b>Fund 2402 - ARP COVID Local Fiscal Recovery</b>										
Department <b>06 - Controller's Office</b>										
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b>										
Account <b>53960 - Grants</b>										
208 - City Of Bloomington Utilities	600031-001ARPA-A	06-ARPA Coronavirus Local Fiscal Recovery Fund 176	Paid by Check # 79575		12/27/2024	12/27/2024	12/27/2024		12/27/2024	57,359.89
								Account <b>53960 - Grants</b> Totals	Invoice Transactions 1	\$57,359.89
								Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals	Invoice Transactions 1	\$57,359.89
								Department <b>06 - Controller's Office</b> Totals	Invoice Transactions 1	\$57,359.89
								Fund <b>2402 - ARP COVID Local Fiscal Recovery</b> Totals	Invoice Transactions 1	\$57,359.89
<b>Fund 2506 - Community Services</b>										
Department <b>09 - CFRD</b>										
Program <b>090016 - Com Serv - Safe &amp; Civil</b>										
Account <b>53990 - Other Services and Charges</b>										
3560 - First Financial Bank / Credit Cards	9BE28DEA-0030	09-Safe&Civil City Jotform-Acct 2-safeandcivil-12/29/24-1/29/25	Paid by Check # 79591		12/29/2024	01/07/2025	01/17/2025		01/17/2025	19.00
								Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	\$19.00
								Program <b>090016 - Com Serv - Safe &amp; Civil</b> Totals	Invoice Transactions 1	\$19.00
								Department <b>09 - CFRD</b> Totals	Invoice Transactions 1	\$19.00
								Fund <b>2506 - Community Services</b> Totals	Invoice Transactions 1	\$19.00
<b>Fund 2512 - Non-Reverting Telecom (S1146)</b>										
Department <b>25 - Telecommunications</b>										
Program <b>254000 - Infrastructure</b>										
Account <b>53640 - Hardware and Software Maintenance</b>										
13482 - Northern Lights Locating & Inspection, INC	18495	28-BDU Line Locates December 2024	Paid by EFT # 63555		12/31/2024	01/07/2025	01/17/2025		01/17/2025	2,500.00
								Account <b>53640 - Hardware and Software Maintenance</b> Totals	Invoice Transactions 1	\$2,500.00
								Program <b>254000 - Infrastructure</b> Totals	Invoice Transactions 1	\$2,500.00
Program <b>256000 - Services</b>										
Account <b>53150 - Communications Contract</b>										
4170 - Comcast Cable Communications, INC	1190626704121924	25 - Comcast Internet - 401 N Morton January 2025	Paid by Check # 79579		01/08/2025	01/08/2025	01/08/2025		01/08/2025	222.90
4170 - Comcast Cable Communications, INC	1190914670122324	28-3550 N. Kinser Cascades Clubhouse-12/27/24-01/26/25	Paid by Check # 79580		01/08/2025	01/08/2025	01/08/2025		01/08/2025	110.35



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<b>Fund 2512 - Non-Reverting Telecom (S1146)</b>										
Department <b>25 - Telecommunications</b>										
Program <b>256000 - Services</b>										
Account <b>53150 - Communications Contract</b>										
12283 - Smithville Communications	401NMRTN-010125	25-Smithville-Internet January 2025-includes BFD	Paid by Check # 79587		01/08/2025	01/08/2025	01/08/2025		01/08/2025	4,629.27
Account <b>53150 - Communications Contract</b> Totals							Invoice Transactions	3		\$4,962.52
Program <b>256000 - Services</b> Totals							Invoice Transactions	3		\$4,962.52
Department <b>25 - Telecommunications</b> Totals							Invoice Transactions	4		\$7,462.52
Fund <b>2512 - Non-Reverting Telecom (S1146)</b> Totals							Invoice Transactions	4		\$7,462.52
<b>Fund 2520 - Parking Facilities(S9502)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>53610 - Building Repairs</b>										
392 - Koorsen Fire & Security, INC	IN00841333	26-4th St Garage-Annual fire alarm monitoring-2025	Paid by EFT # 63540		01/07/2025	01/07/2025	01/17/2025		01/17/2025	840.00
Account <b>53610 - Building Repairs</b> Totals							Invoice Transactions	1		\$840.00
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	PKGGARBF-NOV 24	26-Parking Garages Bank Fees-Nov 2024 paid in Dec 2024	Paid by EFT # 63472		12/30/2024	12/30/2024	12/30/2024		12/30/2024	4,075.95
Account <b>53830 - Bank Charges</b> Totals							Invoice Transactions	1		\$4,075.95
Account <b>53840 - Lease Payments</b>										
512 - 7th & Walnut , LLC	RENT-FEB 2025	26-Walnut St Garage-garage rent February 2025	Paid by EFT # 63476		01/07/2025	01/07/2025	01/17/2025		01/17/2025	17,824.79
3887 - Mercury Development Group, LLC	334	26-Morton St Garage-garage rent February 2025	Paid by EFT # 63544		01/07/2025	01/07/2025	01/17/2025		01/17/2025	41,706.45
Account <b>53840 - Lease Payments</b> Totals							Invoice Transactions	2		\$59,531.24
Program <b>260000 - Main</b> Totals							Invoice Transactions	4		\$64,447.19
Department <b>26 - Parking</b> Totals							Invoice Transactions	4		\$64,447.19
Fund <b>2520 - Parking Facilities(S9502)</b> Totals							Invoice Transactions	4		\$64,447.19





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Fund <b>3342 - 2019 4th St Garage (S )</b>										
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>53830 - Bank Charges</b>										
4740 - Bank Of New York	00252-24-0001940	06-BLOOMTIR19A1-Annual Fee-11/14/24-11/13/25-due 1/15/25	Paid by EFT # 63473		01/08/2025	01/08/2025	01/08/2025		01/08/2025	825.00
Account <b>53830 - Bank Charges</b> Totals								Invoice Transactions	1	\$825.00
Program <b>060000 - Main</b> Totals								Invoice Transactions	1	\$825.00
Department <b>06 - Controller's Office</b> Totals								Invoice Transactions	1	\$825.00
Fund <b>3342 - 2019 4th St Garage (S )</b> Totals								Invoice Transactions	1	\$825.00
Fund <b>4667 - Econ Dev LIT Bonds of 2022</b>										
Department <b>06 - Controller's Office</b>										
Program <b>08FIR1 - Fire Station 1</b>										
Account <b>54510 - Other Capital Outlays</b>										
595 - Weddle Bros Construction Co., INC	107225	06-Public Safety Improvements, App 17	Paid by EFT # 63592		12/31/2024	01/07/2025	01/17/2025		01/17/2025	37,040.00
Account <b>54510 - Other Capital Outlays</b> Totals								Invoice Transactions	1	\$37,040.00
Program <b>08FIR1 - Fire Station 1</b> Totals								Invoice Transactions	1	\$37,040.00
Department <b>06 - Controller's Office</b> Totals								Invoice Transactions	1	\$37,040.00
Fund <b>4667 - Econ Dev LIT Bonds of 2022</b> Totals								Invoice Transactions	1	\$37,040.00
Fund <b>6604 - Trash &amp; Garbage Pickup (if operating mostly from user fees)</b>										
Department <b>16 - Sanitation</b>										
Program <b>160000 - Main</b>										
Account <b>53150 - Communications Contract</b>										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	510235	16-radios for new trucks-activation fee	Paid by EFT # 63509		12/30/2024	01/07/2025	01/17/2025		01/17/2025	200.00
Account <b>53150 - Communications Contract</b> Totals								Invoice Transactions	1	\$200.00
Account <b>53240 - Freight / Other</b>										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	510235	16-radios for new trucks-activation fee	Paid by EFT # 63509		12/30/2024	01/07/2025	01/17/2025		01/17/2025	19.50
Account <b>53240 - Freight / Other</b> Totals								Invoice Transactions	1	\$19.50
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Vestis Group, INC (FKA Aramark)	4080162694	16-Mat Services - 1/1/2025	Paid by EFT # 63589		01/07/2025	01/07/2025	01/17/2025		01/17/2025	29.68
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals								Invoice Transactions	1	\$29.68
Account <b>53950 - Landfill</b>										
52226 - Hoosier Transfer Station-3140	3140-000023824	16-trash disposal fee-12/16-12/31/24	Paid by EFT # 63523		12/31/2024	01/07/2025	01/17/2025		01/17/2025	15,219.85



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<b>Fund 6604 - Trash &amp; Garbage Pickup (if operating mostly from user fees)</b>										
Department <b>16 - Sanitation</b>										
Program <b>160000 - Main</b>										
Account <b>53950 - Landfill</b>										
52226 - Hoosier Transfer Station-3140	3140-000023833	16-recycling fees-12/16 -12/31/2024	Paid by EFT # 63523		12/31/2024	01/07/2025	01/17/2025		01/17/2025	1,137.10
Account <b>53950 - Landfill</b> Totals							Invoice Transactions	2		\$16,356.95
Program <b>160000 - Main</b> Totals							Invoice Transactions	5		\$16,606.13
Department <b>16 - Sanitation</b> Totals							Invoice Transactions	5		\$16,606.13
Fund <b>6604 - Trash &amp; Garbage Pickup (if operating mostly from user fees)</b> Totals							Invoice Transactions	5		\$16,606.13
<b>Fund 7006 - Health Insurance Trust</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53990.1201 - Other Services and Charges Health Insurance</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	122524HSA	12-HSA Employer Contributions 12/25/24	Paid by EFT # 63461		12/27/2024	12/27/2024	12/27/2024		12/27/2024	106.83
3928 - Aim Medical Trust	January 2025	12 - January 2025 Medical Premiums	Open		01/09/2025	01/09/2025	01/09/2025		01/09/2025	1,081,794.90
Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals							Invoice Transactions	2		\$1,081,901.73
Program <b>120000 - Main</b> Totals							Invoice Transactions	2		\$1,081,901.73
Department <b>12 - Human Resources</b> Totals							Invoice Transactions	2		\$1,081,901.73
Fund <b>7006 - Health Insurance Trust</b> Totals							Invoice Transactions	2		\$1,081,901.73
<b>Fund 7008 - Insurance Voluntary Trust</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	122724daily	12-City URM	Paid by EFT # 63463		12/30/2024	12/30/2024	12/30/2024		12/30/2024	30.00
9375 - WEX Health INC (Chard, Snyder & Associates)	122924daily	12-City URM	Paid by EFT # 63465		12/30/2024	12/30/2024	12/30/2024		12/30/2024	29.49
9375 - WEX Health INC (Chard, Snyder & Associates)	123024daily	12-City URM	Paid by EFT # 63466		12/31/2024	12/31/2024	12/31/2024		12/31/2024	13.90
9375 - WEX Health INC (Chard, Snyder & Associates)	123124daily	12-City/Util URM	Edit		01/02/2025	01/02/2025	01/02/2025			273.05
9375 - WEX Health INC (Chard, Snyder & Associates)	010125daily	12-City URM	Edit		01/02/2025	01/02/2025	01/02/2025			50.00
9375 - WEX Health INC (Chard, Snyder & Associates)	010225daily	12-City URM	Edit		01/03/2025	01/03/2025	01/03/2025			47.01



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<b>Fund 7008 - Insurance Voluntary Trust</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	010325chkreg	12-City URM	Edit		01/06/2025	01/06/2025	01/06/2025			56.28
9375 - WEX Health INC (Chard, Snyder & Associates)	010525daily	12-City URM	Edit		01/06/2025	01/06/2025	01/06/2025			33.84
9375 - WEX Health INC (Chard, Snyder & Associates)	010625daily	12-City URM	Edit		01/07/2025	01/07/2025	01/07/2025			10.00
9375 - WEX Health INC (Chard, Snyder & Associates)	010725daily	12-City URM	Edit		01/08/2025	01/08/2025	01/08/2025			30.00
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City Totals</b>								Invoice Transactions	10	\$573.57
Account <b>53990.1272 - Other Services and Charges Section 125 - DDC- City</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	122724CheckReg	12-City DDC	Paid by EFT # 63462		12/27/2024	12/27/2024	12/27/2024		12/27/2024	28.71
9375 - WEX Health INC (Chard, Snyder & Associates)	123124ChkReg	12-City DDC - 12/31/24	Paid by EFT # 63467		12/31/2024	12/31/2024	12/31/2024		12/31/2024	78.40
Account <b>53990.1272 - Other Services and Charges Section 125 - DDC- City Totals</b>								Invoice Transactions	2	\$107.11
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	122824daily	12-Util URM	Paid by EFT # 63464		12/30/2024	12/30/2024	12/30/2024		12/30/2024	538.94
9375 - WEX Health INC (Chard, Snyder & Associates)	123124daily	12-City/Util URM	Edit		01/02/2025	01/02/2025	01/02/2025			514.72
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util Totals</b>								Invoice Transactions	2	\$1,053.66
Program <b>120000 - Main Totals</b>								Invoice Transactions	14	\$1,734.34
Department <b>12 - Human Resources Totals</b>								Invoice Transactions	14	\$1,734.34
Fund <b>7008 - Insurance Voluntary Trust Totals</b>								Invoice Transactions	14	\$1,734.34
<b>Fund 7702 - Garage (where reimbursed for services from other departments)</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52230 - Garage and Motor Supplies</b>										
50605 - Bauer Built, INC	360150458	17 - #469 tires	Paid by EFT # 63486		12/27/2024	01/07/2025	01/17/2025		01/17/2025	552.00
50605 - Bauer Built, INC	360150580	17-disposal fee - tires (38)-12/30/24	Paid by EFT # 63486		12/30/2024	01/07/2025	01/17/2025		01/17/2025	228.75
Account <b>52230 - Garage and Motor Supplies Totals</b>								Invoice Transactions	2	\$780.75
Account <b>53620 - Motor Repairs</b>										
1107 - Best Equipment Company, INC	PSI013149	17 - 938 repairs to the body of this unit	Paid by EFT # 63487		12/27/2024	01/07/2025	01/17/2025		01/17/2025	537.00
Account <b>53620 - Motor Repairs Totals</b>								Invoice Transactions	1	\$537.00
Program <b>170000 - Main Totals</b>								Invoice Transactions	3	\$1,317.75
Department <b>17 - Fleet Maintenance Totals</b>								Invoice Transactions	3	\$1,317.75
Fund <b>7702 - Garage (where reimbursed for services from other departments) Totals</b>								Invoice Transactions	3	\$1,317.75



# Board of Public Works Claim Register

Invoice Date Range 12/27/24 - 01/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>7704 - Self-Insurance</b>										
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>53420 - Worker's Comp &amp; Risk</b>										
7792 - ONB Benefit Administration LLC (JWF Specialty)	BL121824	10- Workers Comp Payment-12/12- 12/18/24	Paid by EFT # 63596		12/27/2024	01/08/2025	01/08/2025		01/08/2025	707.71
Account <b>53420 - Worker's Comp &amp; Risk</b> Totals							Invoice Transactions	1		\$707.71
Program <b>100000 - Main</b> Totals							Invoice Transactions	1		\$707.71
Department <b>10 - Legal</b> Totals							Invoice Transactions	1		\$707.71
Fund <b>7704 - Self-Insurance</b> Totals							Invoice Transactions	1		\$707.71
Grand Totals							Invoice Transactions	73		\$1,500,117.23