

Board of Public Works Meeting

January 04, 2022



The City will offer virtual options, including CATS public access television (live and tape-delayed) and

Zoom by using the following link:

<https://bloomington.zoom.us/j/84005785675?pwd=TEFwRkJKHeldNQ29NeCtzYVhIbWlwZz09>

Public comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person

Topic: Board of Public Works Meeting

Time: Jan 4, 2022 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/84005785675?pwd=TEFwRkJHeldNQ29NeCtzYVhIbWIwZz09>

Meeting ID: 840 0578 5675

Passcode: 795433

Dial by your location

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+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

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+1 253 215 8782 US (Tacoma)

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Meeting ID: 840 0578 5675

Passcode: 795433

Find your local number: <https://bloomington.zoom.us/u/kdXci9iDJF>

**AGENDA
BOARD OF PUBLIC WORKS
JANUARY 04, 2022**

A Regular Meeting of the Board of Public Work will be held Tuesday, January 04, 2022 at 5:30 p.m.
via Zoom by using the following

link: <https://bloomington.zoom.us/j/84005785675?pwd=TEFwRkJKHeldNQ29NeCtzYVhIbWlwZz09> The City will offer virtual options, including CATS public access television (live and tape- delayed) and Comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person.

- I. MESSAGES FROM BOARD MEMBERS**
- II. PETITIONS & REMONSTRANCES**
- III. CONSENT AGENDA**
 - 1. Approval of Minutes December 21, 2021
 - 2. Contract with Justus Roe for Repair of the 7th Street Underpass Mural
 - 3. Renewal of Motorized Scooter Shared Use Agreement with VeoRide
 - 4. Renewal of Motorized Scooter Share Use Agreement with Lime
 - 5. Noise Permit for Rally for Life
 - 6. Approval of Payroll
- IV. NEW BUSINESS**
 - 1. Public Improvements Bond Estimate for Osage Place Phase
 - 2. Public Improvements Bond Estimate for Sudbury Parcel O Phase 2 Section 4
- V. STAFF REPORTS & OTHER BUSINESS**
- VI. ADJOURNMENT**

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

The Board of Public Works meeting was held on Tuesday, December 21, 2021, at 5:30 pm virtually through Zoom. Dana Henke presiding.

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

Present: Dana Henke
Kyla Cox Deckard
Beth H. Hollingsworth

ROLL CALL

City Staff: Adam Wason -- Public Works
April Rosenberger -- Public Works
Neil Kopper -- Engineering
Matt Smethurst -- Engineering
Russell White -- Engineering
Patrick Dierkes -- Engineering
Emily Herr -- Engineering

Dana Henke resigned from the Board of Public Works effective December 31, 2021. Henke expressed her appreciation to the other members of the Board, to the staff of the Department of Public Works, and all other City of Bloomington employees. Cox Deckard thanked Henke for her 5 years of service on the Board of Public Works and wished her the best. Hollingsworth thanked Henke as well. Hollingsworth added thanks to all the City of Bloomington employees and wished everyone a Merry Christmas

**MESSAGES FROM BOARD
MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

1. Approval of Minutes December 07, 2021
2. Addendum #1 to 2021 Service Agreement with Economy Termite & Pest Control
3. Addendum #2 with Precision Concrete for Trip Hazard Elimination
4. Addendum #2 with Groomer Construction, Inc., for Concrete Construction & Repairs
5. Addendum #3 with Groomer Construction, Inc., for the Winslow-

CONSENT AGENDA

Henderson Intersection

6. 2022 Service Agreement with Earthkeepers Compost Collection
7. Resolution 2021-71; 2022 Outdoor Dining Program
8. Approval of Payroll

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

Neil Kopper, Engineering, presented Construction Inspection Contract with VS Engineering, Inc. for the 17th (Monroe to Grant) Multimodal Improvements Project. See meeting packet for details.

Board Comments: Hollingsworth asked if the Project was planned for 2022, Kopper confirmed. Cox Deckard asked if this project was a continuation of projects that happened during 2021. Kopper confirmed again.

Hollingsworth made a motion to approve Construction Inspection Contract with VS Engineering, Inc. for the 17th (Monroe to Grant) Multimodal Improvements Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Neil Kopper, Engineering, presented Contract Amendment # 2 for Preliminary Engineering Services with WSP USA Inc. for the Sare Road Multiuse Path and Intersection Improvements Project. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Contract Amendment # 2 for Preliminary Engineering Services with WSP USA Inc. for the Sare Road Multiuse Path and Intersection Improvements Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Russell White, Engineering, presented Contract with Rivertown Construction for the Neighborhood Greenways Project Phase 1 Contract for the South Walnut Street (Winslow to Ridgeview) Sidewalk Project. See meeting packet for details.

Board Comments: Hollingsworth asked about the difference in the project estimate and the bid. White stated that the bid is well above the project estimate, but that the estimate was made very early on in the process. Since then, another estimate was done internally, and it came out to be a lot closer to the bid that was received. Henke asked if Engineering had worked with Rivertown before. White confirmed.

Hollingsworth made a motion to Contract with Rivertown Construction for the Neighborhood Greenways Project Phase 1 Contract for the South Walnut Street (Winslow to Ridgeview) Sidewalk Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Contract for the South Walnut Street (Winslow to Ridgeview) Sidewalk Project was removed from the Agenda.

NEW BUSINESS

Construction Inspection Contract with VS Engineering, Inc. for the 17th (Monroe to Grant) Multimodal Improvements Project

Contract Amendment # 2 for Preliminary Engineering Services with WSP USA Inc. for the Sare Road Multiuse Path and Intersection Improvements Project

Contract with Rivertown Construction for the Neighborhood Greenways Project Phase 1 Contract for the South Walnut Street (Winslow to Ridgeview) Sidewalk Project

Contract for the South Walnut Street (Winslow to Ridgeview) Sidewalk Project

Matt Smethurst, Engineering, presented Contract with Milestone Contractors for the Park Ridge Resurfacing Project. See meeting packet for details.

Contract with Milestone Contractors for the Park Ridge Resurfacing Project

Board Comments: Henke asked why one of the bidders was considered non-responsive. Smethurst explained that one of the required forms was not completed correctly. Hollingsworth asked about the local funding. Smethurst said it is funded through Public Works and deferred to Wason for details. Adam Wason, Public Works, answered that this project is part of a Community Crossings grant program through INDOT, which is a matching funding program.

Hollingsworth made a motion to approve Contract with Milestone Contractors for the Park Ridge Resurfacing Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Matt Smethurst, Engineering, presented a Staff Report on the Rejection of Bid(s) for the Downtown Alleys Repaving Phase II Project. Wason further explained that the rejection of this bid is because the plan for this project is to include more sections, therefore it will be more of a three alley package. See meeting packet for details.

Rejection of Bid(s) for the Downtown Alleys Repaving Phase II Project

Board Comments: Cox Deckard asked if the project would then be part of the new package. Wason confirmed. Hollingsworth asked how many alleys had been completed. Wason answered the first phase included the two blocks on the North side of the square and the North East quadrant of the square.

Hollingsworth made a motion to approve Rejection of Bid(s) for the Downtown Alleys Repaving Phase II Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Patrick Dierkes, Engineering, presented MOU with CBU for Pedestrian Bridge and Small Structure Inspections. See meeting packet for details.

MOU with CBU for Pedestrian Bridge and Small Structure Inspections

Board Comments: None

Hollingsworth made a motion to approve MOU with CBU for Pedestrian Bridge and Small Structure Inspections. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Patrick Dierkes, Engineering, presented MOU with Parks and Recreation for Pedestrian Bridge and Small Structure Inspections. See meeting packet for details.

MOU with Parks for Pedestrian Bridge and Small Structure Inspections

Board Comments: None

Hollingsworth made a motion to approve MOU with Parks for Pedestrian Bridge and Small Structure Inspections. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Emily Herr, Engineering, presented Street Closure Request on N. Park Ave. from E. 9th St. to E. 10th St. from Reed & Sons. See meeting packet for details.

Street Closure Request on N. Park Ave. from E. 9th St. to E. 10th St. from Reed & Sons

Board Comments: Cox Deckard asked if all of the adjacent properties were IU owned properties. Herr was not certain. Wason answered that all but one property is owned by IU.

Hollingsworth made a motion to approve Street Closure Request on N. Park Ave. from E. 9th St. to E. 10th St. from Reed & Sons. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Adam Wason, Public Works, presented Contract with MSI Security & Investigations Agency for Patrol of the 4th Street Garage. See meeting packet for details.

Board Comments: Hollingsworth asked if the need for security would go beyond January 31, 2022. Wason answered if there was a need, it will be heard by the Board again, during the last meeting in January.

Hollingsworth made a motion to approve Contract with MSI Security & Investigations Agency for Patrol of the 4th Street Garage. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Wason wished everyone in the community a happy holiday. Wason thanked the Board for this last meeting, as it is usually cancelled, and all of the employees of the City for their hard work throughout the year. Wason also thanked Dana Henke for her service to the City and on the Board and wished her the best.

Hollingsworth made a motion to approve claims in the amount of \$1,422,850.44. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Henke called for adjournment at 6:08 p.m.

Accepted By:

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Date:

Attest to:

**Contract with MSI Security &
Investigations Agency for Patrol
of the 4th Street Garage**

**STAFF REPORTS AND
OTHER BUSINESS**

CLAIMS

ADJOURNMENT



Board of Public Works Staff Report

Project/Event: 7th Street Underpass Mural

Petitioner/Representative: ESD

Staff Representative: Holly Warren

Meeting Date: December 21, 2021

Event Date: TBD

Report: The City of Bloomington Economic & Sustainable Development Department endorses repairs to the mural located in the 7th Street Underpass on State Road 46. ESD is requesting the Board of Public Works to permit this use of a public right of way in order to keep the mural, originally completed in 2017, up to a high quality standard for those who encounter it while using the underpass.

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
ECONOMIC AND SUSTAINABLE DEVELOPMENT
DEPARTMENT
AND
JUSTUS ROE
FOR
REPAIRING 7th STREET UNDERPASS MURAL**

This Agreement, entered into on this 16th day of December, 2021, by and between the City of Bloomington Economic & Sustainable Development Department (the “Department”), and Justus Roe (“Artist”),

WITNESSETH:

WHEREAS, the Department wishes to repaint/repair original artwork/mural at the 7th Street bike and pedestrian underpass at State Road 46; and

WHEREAS, the Department requires the services of a professional artist in order to perform repairs to this artwork (the “Services” as further defined below); and

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

WHEREAS, Artist Justus Roe is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Artist shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement.

Artist shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Artist shall complete the Services required under this Agreement on or before June 30, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Artist’s work, Artist agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Holly Warren, Assistant Director for the Arts, as the Department’s Project Manager. Artist agrees that any information or documents, including digital GIS information, supplied by the Department pursuant

to Article 3, below, shall be used by Artist for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Artist for all fees and expenses in an amount not to exceed **One Thousand Five Hundred Dollars (\$1,500.00)**. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Artist within forty-five (45) days of receipt of invoice. Artist shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Holly Warren
City of Bloomington
401 N. Morton, Suite 150
Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds

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

Article 6. Schedule

Artist shall complete the Services required under this Agreement on or before **June 30, 2022**. 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 Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Artist. Artist shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Artist 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 Artist'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 Artist in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

Article 8. Identity of the Artist

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

Article 9. Ownership of Documents and Intellectual Property

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

Article 10. Independent Contractor Status

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

Article 11. Indemnification

Artist shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any

reckless or negligent act or failure to act or any misconduct on the part of the Artist or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance

During the performance of any and all Services under this Agreement, Artist 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. Professional Liability Insurance with a minimum limit of \$1,000,000 annual aggregate.

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

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

Article 13. Conflict of Interest

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

Article 14. Waiver

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

Article 15. Severability

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

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

Article 16. Assignment

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

Article 17. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Artist.

Article 18. Governing Law and Venue

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

Article 19. Non-Discrimination

Artist shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

Article 20. Compliance with Laws

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

Article 21. E-Verify

If applicable, Artist 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). Artist shall sign an affidavit, attached as Exhibit B, affirming that Artist 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.

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

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

Article 22. Notices

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

Department:

Artist:

City of Bloomington		Justus Roe
Attn: Holly Warren		1617 W. Gregory St.
401 N. Morton, Suite 150		Chicago, Illinois 60640
Bloomington, Indiana 47402		

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

Article 23. Intent to be Bound

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

Article 24. Integration and Modification


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

Article 25. Non-Collusion

Artist is required to certify that it has not, nor has any other member, representative, or agent of Artist, 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. Artist shall sign an affidavit, attached hereto as Exhibit C, affirming that Artist has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

DocuSigned by:
 12/30/2021
BEEF371B5904AA...
Michael Rouker, City Attorney

DocuSigned by:
 12/30/2021
2FBB2117C62640B...
Alex Crowley, Director

JUSTUS ROE

DocuSigned by:
 12/30/2021
D1F2AD253C024D4...
Justus Roe, Artist

EXHIBIT A

“Scope of Work”

The Services shall include the following: **Repaint/Repair of the Justus Roe mural at the 7th Street Bike/Pedestrian Underpass (State RD 46) on or before June 30, 2022.**

EXHIBIT B

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

[illegible]

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2021.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

My Commission Expires: _____

County of Residence: _____



Board of Public Works Staff Report

Project/Event: Application for Renewal of Shared-Use Motorized Scooter Operator License

Petitioner/Representative: VeoRide

Staff Representative: Alex Crowley

Meeting Date: January 4, 2022

Report: VeoRide has been operating a shared-use motorized scooter business in Bloomington since February, 2020, having successfully applied for a license to operate in Bloomington in late 2019. That license was renewed for one year in November of 2020. This application is for a renewal of that license by the Board of Public Works.

City Legal has reviewed the application and finds that it responds to the City's requirements. The application does not substantively differ from the one that was approved last year.



Shared-Use Motorized Scooter Operator License Application

**City of Bloomington Board of Public Works
% Economic & Sustainable Development Department
401 N. Morton St., Suite 150
Bloomington, IN 47404
(812) 349-3418**

1. Application and License Information

This is an application for a Shared-Use Motorized Scooter Operator business license per Chapter 15.58 (Motorized Scooters and Shared-Use Motorized Scooters) of the Bloomington Municipal Code. It is unlawful to operate as a shared-used motorized scooter operator without first obtaining a license from the Board of Public Works. Any person who intends to operate a shared-use motorized scooter company, renew an existing shared-use motorized scooter company license, or expand its existing service in the city must file this form with the City. This license is good for one year from the date it is issued, subject to the provisions of BMC 15.58.150.

Return this completed application to esd@bloomington.in.gov or to the City Hall, 401 N. Morton Street Suite 150, Bloomington, IN 47404. Direct any question regarding this application to Economic & Sustainable Development at (812) 349-3418.

2. Applicant Information

Name of Company	VeoRide
Address of Company	1001 N. Milwaukee Ave., #401
City, State, Zip	Chicago, IL 60642
Phone Number	855-836-2256
Website	http://www.veoride.com
Email	hello@veoride.com
Social Media Website	www.linkedin.com/company/veoride

3. Company Information (complete duplicate fields only if different from above)

Name of Company:	
Address of Company:	
City, State, Zip:	
Phone Number:	
Website:	
Email	
Social Media Website	
Addresses/Handles:	IG: @veoride_mobility FB: @VeoRide Twitter: @VeoRideMobility
Company is a(n):	<input type="checkbox"/> LLC <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other

4. Company Incorporation Information (For Corporations and LLCs Only)

Date of Incorporation or Organization:	05/11/2017 - original; converted to DE 05/04/2021
State of Incorporation or Organization:	Delaware
(If not Indiana) Date qualified to transact	05/11/2017
business in the State of Indiana:	
Employer Identification Number	82-1495778

5. Prior licenses

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

☐ Yes ☒ No

If Yes, provide details:

6. Descriptions, Pricing, and Service

A. Please provide the following information with regard to every type of scooter you may deploy within the City of Bloomington.

2

Scooter Make	Scooter Model	Color
VeoRide	Astro VS3	Black w/ teal markings
VeoRide	Cosmo	Black w/ teal markings

B. Indicate a schedule of rates and charges you will charge to users (if necessary, attach additional documents):

Astro: \$1 unlock; \$0.25/minute
Cosmo: \$1 unlock; \$0.30/minute
Low-Income Veo Access Pricing: \$0 unlock on all rides

C. Describe the safety inspection program you will use to ensure the safety of all deployed scooters (if necessary, attach additional documents):

Please see Attachment C

D. Describe your local staffing and operational plan, including information regarding local staffing and any contractor you will utilize to perform services related to your scooters (if necessary, attach additional documents):

Please see Attachment D

E. Attach a GPS or GIS-based map depicting the proposed service area of your scooters. .

Please see Attachment E

- F. Attach color photographs depicting each type of scooter that will be deployed. Please include one or more photographs that clearly depict the notices required to be displayed on each scooter per BMC 15.58.090.

[Please see Attachment F](#)

7. Required Public Outreach and Communications

- A. Identify your company's 24-hour customer service number through which users and members of the public may contact you company:

[855-836-2256](tel:855-836-2256)

- B. Provide the URL to a link or other method of access to a Bloomington-specific page on your website as required by BMC 15.58.120(c):

<https://www.veoride.com/bloomington-2/>

- C. Provide details of the helmet distribution plan described in BMC 15.58.120(e):

[Please see Attachment G](#)

- D. Attach an outline and proposed schedule for the week-long safety campaigns required by BMC 15.58.120(d). At a minimum, the outline shall include the following:

- Dates and hours of each safety campaign to be held during the term of this license;
- Proposed staffing levels for each campaign;
- A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;
- The planned method of dissemination for campaign information and materials.

[Please see Attachment H](#)

8. Insurance

Attach proof of insurance in the form of an insurance certificate naming the City of Bloomington as an additional insured and indicating that the company's insurance is primary. The insurance certificate must show proof of the following minimum insurance limits:

Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 in the aggregate
Automobile Liability: \$1,000,000 combined single limit
Umbrella/Excess Liability: \$5,000,000

The Umbrella/Excess Liability policy shall apply to both the Commercial General Liability and Automobile Liability policies. All policies shall be endorsed to indicate that the City shall receive thirty days prior written notice of policy cancellation or non-renewal of coverage.

9. Indemnification

By signing and submitting this application, the undersigned, in consideration for the issuance of a license by the City of Bloomington Board of Public Works, agrees to the following:

- A. The undersigned is a duly authorized representative of the applicant shared-use motorized scooter Operator.
- B. The undersigned, in exchange for the issuance of a license by the City of Bloomington Board of Public Works, 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 is licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
- C. 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, suites, 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.
- D. The undersigned understands this release binds him/herself, the applicant shared-use motorized scooter Operator, and all heirs, executors, partners, co-owners, administrators, successors and assigns of each.
- E. The undersigned acknowledges that he/she has read this section and understands all of its terms. The undersigned consents to the terms of this release voluntarily and with full knowledge of its significance.

10. List of Legal Requirements (Chapter 15.58 of the Bloomington Municipal Code)

The following requirements apply to all companies ("Operators") deploying scooters within the City of Bloomington. Failure to comply with the following requirements shall subject the company to fines and may result in revocation of the company's license to operate in the City.

- A. All scooters shall have their speed governed so that they are capable of traveling no faster than 15 miles per hour on a flat, dry surface.
- B. All scooters shall be assigned a unique identification number that is visible to users and to nearby pedestrians.

- C. All scooters must be equipped with a bell, horn, or other lawful signalling device.
- D. All scooters shall be equipped with lights and brakes in accordance with Bloomington Municipal Code § 15.58.090(f) and as required by state law.
- E. All scooters shall be capable of being remotely locked down by the Operator and shall be maintained in a reasonably clean and proper working condition.
- F. The following items must be displayed on each scooter:
 - a. The required 24-hour phone number stated in this application;
 - b. The Operator's website;
 - c. Mobile application information for the Operator;
 - d. That users are encouraged to wear helmets, are required to obey all traffic laws, are required to yield to pedestrians, and are required to follow proper parking procedures.
- G. All Operators must educate users on legal scooter parking and legal scooter use (1) on their Bloomington-specific website, (2) within their mobile application, and (3) as part of their mandatory, semi-annual outreach programs.
- H. All Operators shall mandate that users take a photograph of their scooter at the conclusion of each ride.
- I. Operators must provide a price discount of at least fifty percent (50%) to members of the public who can demonstrate participation in any local, state, or federally-administered assistance program.
- J. Any scooter that poses a hazard to public health and safety may be immediately removed and impounded by the City. The City may dispose of any scooter that has been impounded and stored by the City for a period of 180 or more days. Removal, impoundment, storage and disposal of a shared-use motorized scooter shall be a Class E Traffic Violation, subject to penalties set forth in BMC 15.64.010(e).
- K. Operators shall provide the City with Application Programming Interface (API) access to real-time information on their entire Bloomington fleet that comports with the General Bikeshare Feed Specification (GBFS) and Mobility Data Specification (MDS) standards, or any broadly adopted similar standards that are developed subsequently.

11. License Fees and Deployment Allowances

- A. The applicant shall submit a payment of \$10,000 in the form of a check along with this application. The check shall be deposited upon approval of this application by the Board of Public Works.
- B. In addition, the Shared-Use Motorized Scooter Operator shall be responsible for paying a fee per ride taken on any scooter the Operator has deployed in the City. The City shall invoice the Operator for the total per-ride fee owed on a quarterly basis. The Operator shall remit payment to the City within thirty (30) days of receipt of said invoice.

The amount of the fee shall be fifteen cents (\$0.15) per ride taken. However, the Operator may execute the attached Shared Use Bicycle Agreement and receive a reduced fee of ten cents

(\$0.10) per ride.

- C. The initial number of scooters allowed to be deployed under this license is not limited; however, the Board of Public Works, through its designee, the Department of Economic and Sustainable Development, reserves the right, at its discretion, to set and/or lower the number of deployed scooters allowed under this license if the following average rides per day per scooter thresholds are not met in any given calendar month:
- a. In the months of April through October: 4 rides per day per scooter;
 - b. In the months of November through March: 2 rides per day per scooter.

If the City determines that the threshold has not been met in any month, it will give the Operator notice and opportunity to make internal adjustments to fleet deployment. If the average ride figures remain below the threshold for the first two weeks of the subsequent month, the City may order a reduction in the number of scooters allowed under this license.

Furthermore, in the event that repeated parking violations result in an excessive number of impoundments of the Operator's scooters by the City in any calendar month, the City may order a reduction in the number of scooters allowed under this license. The determination of what constitutes an excessive number of impoundments is made at the sole discretion of the City.

The Operator may petition the City for a review of the number of allowed scooters after 30 days have elapsed from the date of an order of reduction.

12. Summary of Required Attachments

- A. A GPS or GIS-based map depicting the proposed service area of your scooters.
- B. Color photographs depicting each type of scooter that will be deployed. Please include one or more photographs that clearly depict the notices required to be displayed on each scooter per BMC 15.58.090.
- C. An outline and proposed schedule for the week-long safety campaigns required by BMC 15.58.120(d). At a minimum, the outline shall include the following:
 - Dates and hours of each safety campaign to be held during the term of this license;
 - Proposed staffing levels for each campaign;
 - A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;
 - The planned method of dissemination for campaign information and materials.
- D. An insurance certificate that is compliant with Section 8 of this Application.
- E. A check made out to the City of Bloomington in the amount of ten thousand dollars (\$10,000).

By signing below, the undersigned certifies that he/she is authorized to execute this application on behalf of the shared-use motorized scooter Operator herein identified, that the information contained herein is true and accurate, and that he/she intends to be bound by the terms and conditions of this application.

Alexander Keating
Printed Name

Director of Policy and Partnerships
Title

Alexander Keating
Signature

12/20/2021
Date

Veoride Inc
Name of Company

ATTACHMENT A - SPECIAL EVENT AGREEMENT

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

The City of Bloomington may, at its sole discretion, designate special event areas in which scooters are temporarily prohibited from being located or operated. The City shall provide the Operator three days' notice of such designation, including a description of the area and the dates/times of the prohibition.

The undersigned shall comply with all such designations. Failure to comply will constitute a violation of BMC 15.58 and shall be subject to penalties as outlined in BMC 15.58.040(g).

By his/her signature below, the undersigned agrees to the provisions of this Agreement.

Alexander Keating
Name

Director of Policy and Partnerships
Printed Title

Alexander Keating
Signature

12/20/2021
Date

ATTACHMENT B - SHARED USE BICYCLE AGREEMENT

In consideration for a reduction in the amount of the scooter fee per ride taken, the undersigned agrees to the following:

1. The Operator will provide shared use bicycles for public rental within the proposed scooter service area described in Section 6(E) of the Shared-Use Motorized Scooter Operator License Application. At all times, the Operator will deploy a minimum of one bicycle for every five deployed scooters.

2. The Operator shall comply with state law, state regulations, and the requirements of Bloomington Municipal Code § 15.56.070 regarding bicycle rentals, including:

(a) No person may rent a bicycle to another person unless the bicycle is equipped as required by state law.

(b) Any person or business renting or offering a bicycle for rent in this city shall indemnify any person renting such bicycle for fines incurred due to any noncompliance with state equipment requirements. Failure to indemnify renter for any fines incurred is a Class B Traffic Violation subject to the penalty listed in Bloomington Municipal Code § 15.64.010(b).

3. Shared-use bicycles shall be subject to bicycle parking provisions of Bloomington Municipal Code § 15.56.090:

No person shall park a bicycle:

- (1) In a manner as to hinder or obstruct pedestrian traffic or to damage public property in any manner; or
- (2) In any space designed and intended for use by motor vehicles unless such area shall be specifically allocated to bicycle parking by placement of a bicycle rack.

Bicycles parked in violation of this provision shall be subject to impoundment and penalties as set forth in Bloomington Municipal Code § 15.56.090(c) and Bloomington Municipal Code § 15.64.010(d).

4. All notices and information required by Section 10(F) of the Shared-Use Motorized Scooter Operation License Application shall be displayed on every bicycle deployed pursuant to this Agreement.

5. This Attachment is subject to all terms and conditions set forth in the Shared-Use Motorized Scooter Operator License Application, and the term of the Shared Use Bicycle Agreement shall run concurrently with any license issued pursuant to that Application.

6. Bicycles deployed under this Agreement are considered part of the Operator's entire Bloomington fleet, and are subject to the reporting requirements codified at Bloomington Municipal Code § 15.58.110 and any additional data reporting required by the Shared-Use Motorized Scooter Operator License Application.

7. No additional license fee is required for this Shared-Use Bicycle Agreement, and no per ride fee shall

By his/her signature below, the undersigned agrees to the provisions of this Agreement.

Alexander Keating

Name

Director of Policy and Partnerships

Printed Title

Alexander Keating

Signature

12/20/2021

Date

ATTACHMENT C - DEVICE SAFETY

6. Descriptions, Pricing, and Service

C. Describe the safety inspection program you will use to ensure the safety of all deployed scooters (if necessary, attach additional documents):

All Veo e-scooters have undergone and passed the most stringent US consumer products testing to provide our partners and riders with peace of mind. SGS, the world's leading testing and certification company, has certified that Veo vehicles meet the standards outlined in ISO 43.150, CPSIA, 16 CFR 1512, and ANSI Z315.1. We continue to innovate and upgrade our scooters so that our products continue to lead in the micromobility industry.

Veo's custom fleet management software helps staff manage e-scooter and e-bike repairs and inspection schedules. The web-based Equipment Management System manages all vehicle repair and inspection schedules, which are monitored in real-time by Field Technicians and Warehouse Mechanics. All vehicle maintenance and inspections records are documented, including detailed maintenance reports, status of the maintenance reports, maintenance history logs, and upcoming inspection schedules. Veo's Central Operations Team has established Standard Operating Procedures (SOPs) that categorize maintenance into both field operations and warehouse maintenance for our local Operations Teams.

Preventative/In-Field Maintenance: Preventative maintenance is a set of tasks performed routinely on vehicles that are otherwise in a rideable condition. Veo Field Technicians perform daily rounds to rebalance vehicles, check battery levels and perform basic checks to ensure that vehicles are fit for riding. This includes checking that critical adjustments are in order such as brake safety, undamaged wheels, a functional bell, working head and tail lights, throttle safety, and proper controller and lock function. The Operations team also cleans vehicles for user comfort. Veo's Field Technicians perform a four-point inspection checklist on each vehicle they touch during their rebalancing and swapping batteries shift (see graphic on next page). If Field Technicians notice an issue with the vehicle that cannot be fixed in the field, they will bring it back to the warehouse for further inspection and repair.

Reported Repair: When a vehicle is reported for repair, it is flagged and immediately removed from the app so it cannot be rented by the public. A Field Technician will be dispatched within a few hours of a report and will conduct the repair in the field if possible, or bring the vehicle back to the warehouse for further inspection and repair by a Maintenance Mechanic. When a vehicle returns to our warehouse, our specially trained mechanics inspect the vehicle, perform any necessary repairs, clean the vehicle, wipe it down, and then a quality control is performed to ensure that the repair was done correctly and that the vehicle itself is compliant with device standards including proper markings and lettering. All the preventative maintenance tasks completed are also logged in the Equipment Management System, which tracks the personnel involved, the materials consumed, and the actions performed, ensuring that the service level agreements are met and all those involved are held accountable for the results. Veo's warehouse mechanics are required to perform this 7-point inspection checklist after performing maintenance

on the vehicle and before it can be deployed back into the field. Each vehicle type has similar but separate inspection checklists, please find an example of the Cosmo Field Technician inspection and an example of the Astro Warehouse Mechanic inspection below.

veo

FIELD TECHNICIAN CHECKLIST

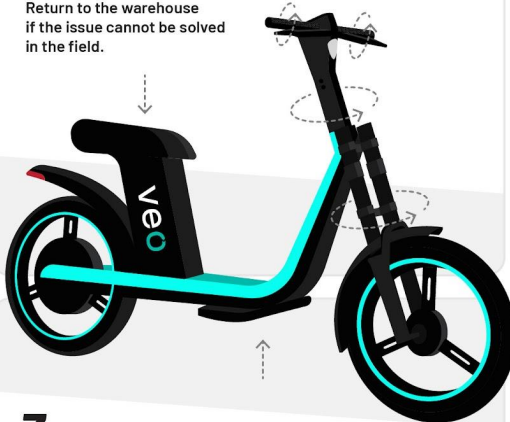
Veos Field Technicians perform the following inspection checklist when they are rebalancing or picking up vehicles.

1. VISUAL INSPECTION

Visually inspect scooter for any vandalism/wear and tear:

- Obvious physical damage, graffiti, etc.
- Confirming that the device's unique identifier, Veo's logo and contact information, rider education sticker, and braille identifier are visible and in good condition
- Remove graffiti use Isopropyl alcohol or goof off
- Missing/noticeably loose hardware that cannot be tightened adequately in the field

Return to the warehouse if the issue cannot be solved in the field.



3. TIGHTENING AND ALIGNMENT CHECK

Confirm all components are tightened and aligned properly

- Handlebars are tight (tighten handlebar clamp if loose)
- Levers, grips, and throttle are tight (Levers are 15 degrees with the ground)
- Head is tight to stem (tighten head screws if loose)
- Stem rotates freely and is not wobbly, front wheel is aligned with handlebars
- Front fender and reflector are installed properly
- Rear fender is tightened with light in place and no significant cracking is present
- Kickstand is functioning properly (lubricate if sticking)
- Battery cover is clicked down (confirm key hole is not jammed)

Return to the warehouse if any issues cannot be solved in the field.

2. IOT TEST

Test IOT for functionality:

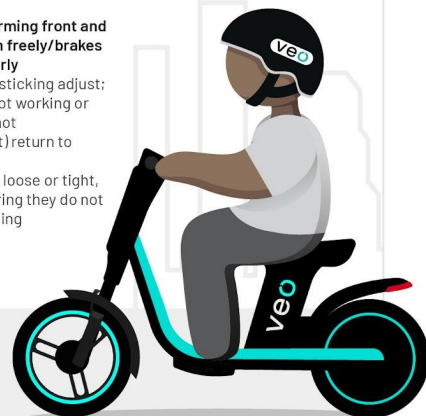
- Unlock and confirm IoT lights up
 - Confirm front and rear light are on
 - Pull on front brake lever to confirm brake light functions properly
 - Swap battery if there is no power to confirm it's not the battery
- Return to the warehouse for further evaluation if there is no power to any of the components.



4. TEST RIDE

Test ride confirming front and rear wheel spin freely/brakes function properly

- If throttle is sticking adjust; if motor is not working or wheels are not true(straight) return to warehouse
- If brakes are loose or tight, adjust ensuring they do not rub while riding



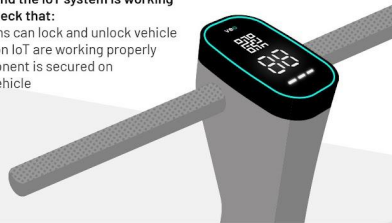
WAREHOUSE MECHANICS CHECKLIST

Veo's warehouse mechanics are required to perform this 7-point inspection checklist after performing maintenance on the vehicle and before it can be deployed back into the field

1. IoT SYSTEM

Ensure the vehicle responds to commands and the IoT system is working correctly. Check that:

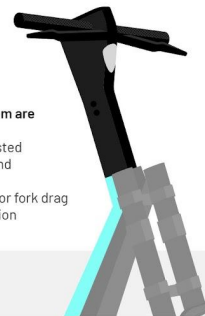
- IoT systems can lock and unlock vehicle
- All lights on IoT are working properly
- IoT component is secured on head of vehicle



2. HANDLEBAR AND STEM

Confirm that handlebar, brake levers, and stem are secure and undamaged by checking:

- Handlebar clamp is tight and bars are adjusted properly, grips and brake levers are tight and adjusted properly
- Head, stem, and fork are tight with no play or fork drag
- No back and forth wobbling at the connection between main tube and fork



3. THROTTLE

Check to see if throttle and wheels are working properly:

- Throttle moves freely and tight to bars
- Scooter accelerates properly
- Wheels rotate freely, are true and tightened



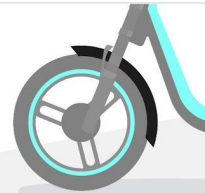
4. KICKSTAND

Check if kickstand functions properly



5. FENDERS

Confirm front and rear fenders are mounted properly with no interference with the ride.



6. BATTERY COVER

Check if battery cover opens and closes properly



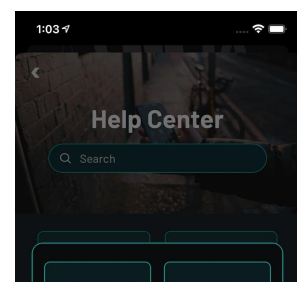
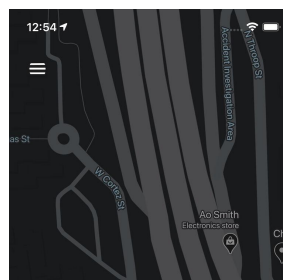
7. FRAME AND SUSPENSION

Ensure frame is undamaged and suspension working properly by checking:

- No frame damage
- LED lights function properly
- Suspensions are not too tight or not too loose and function properly



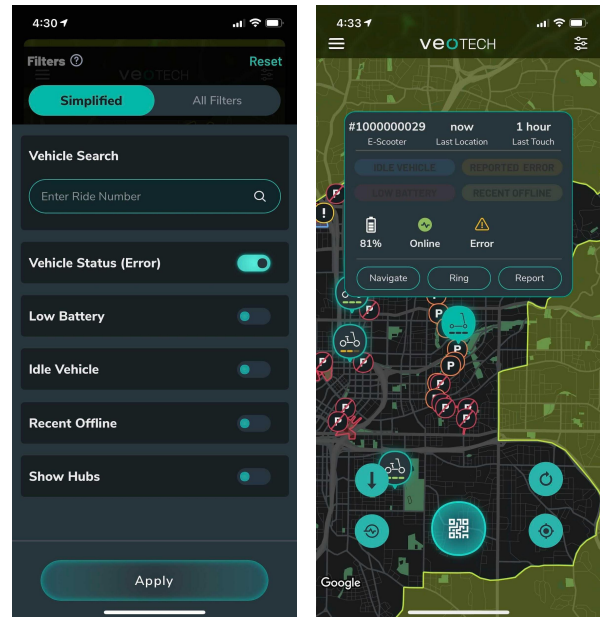
Within the Veo app, users can report damaged vehicles or improperly parking vehicles by selecting the "Report an Issue" button on the homescreen of the app and scanning the QR



code or providing us with photos and additional information (see images to the right). Users and non-users can also report damaged vehicles through our customer support channels, including a 24/7 toll free phone number (855-836-2256), 311 systems, email (hello@veoride.com), website, and social media.

Our proprietary fleet management system allows our Customer Support team and our Operations Team to flag vehicles with hardware issues or low battery and automatically remove them from the Veo app to ensure users cannot rent damaged vehicles. The process for identifying and retrieving broken devices is listed below.

1. When our Customer Support team receives a report of a broken vehicle an internal ticket is automatically created through Zendesk, our customer service software system, with the geolocation of the vehicle.
2. Once a vehicle is flagged as damaged or unusable, the Ops System updates the status of the vehicle, marking it as unavailable for rental in the Veo user app. The vehicle's status is changed to "error" mode in the VeoTech App.
3. After receiving Zendesk notification and a new ticket within Veo Tech App, Local Ops Team will notify the closest technicians in the field to collect the vehicles. During the Field Technicians' shifts they use our VeoTech app to filter and view all vehicles that are in "error mode" (flagged as damaged or inoperable). During rebalancing and battery swapping shift, if a Field Technician comes across a broken vehicle they can also put it in "error" mode to bring back to the warehouse.
4. Simple repairs are conducted by technicians in the field. More complex issues require the Field Technician to pick up the vehicle and repair is undertaken at the warehouse by Veo's mechanics.



Charging Procedures: Our experience operating with field-swappable batteries across our fleet means we have developed a robust battery management system and charging methodology to ensure vehicle safety and availability. A Field Technician can simply swap out the depleted battery with a fully charged one in the field, eliminating the need to collect the scooters every night for charging and redeploy the whole fleet each morning. The batteries are charged in our local warehouse where our staff monitor the safe charging activities. Our staff is trained in proper charging positions for the battery pack, the number of battery packs that can be placed on each charging station at the local warehouse, how to monitor the charging indicator signal, and when to "harvest" fully charged battery packs.

Batteries are swapped every 48 hours at a minimum, and more often based on usage. When the battery charge level drops below 30%, devices are automatically added to the Battery Swapping queue for Field Technicians to swap out in the current shift. When the battery charging level drops below 10%, devices are automatically set as Low-Battery Mode. The scooter is no longer visible in the App and Users can't unlock the devices. During operational shifts, Field Technicians use our

Veotech App to locate scooters with low battery levels and prioritizes swapping batteries on the vehicles with less than 10% battery levels and then move to the ones with less than 30% battery levels.

Battery Monitoring System: Veo's scooters have the most advanced control system technology in the industry to monitor battery status with a built-in sensor providing feedback to a centralized Battery Monitoring System. This automated system captures real-time information on battery temperature, voltage, power, humidity, shock, installation status, and more to ensure battery safety and overall device safety can be continuously monitored. This real-time monitoring and tracking triggers inspection and preventive maintenance schedules to perform preventative maintenance at predetermined intervals based on number of trips, charge cycles, days of usage, or total miles traveled. Veo's Battery Monitoring system will automatically upload the monitoring data to the cloud and alert the operations team if there are any abnormal signals received. The system will also record all the battery sensor data and provide our Hardware Safety team with detailed logs to identify and analyze surfacing issues. The team will process the data to project trends or predict concerns around our battery pack early and initiate corrective actions before it creates a safety issue. In addition, Veo's swappable battery pack has an IP67 waterproof level, which means toxic acid within the battery cell won't be released into and pollute water.

ATTACHMENT D - LOCAL OPERATIONAL PLAN

6. Descriptions, Pricing, and Service

D. Describe your local staffing and operational plan, including information regarding local staffing and any contractor you will utilize to perform services related to your scooters (if necessary, attach additional documents):

Veo's successful business model is built on having an **in-house staff** on the ground at all times. Veo's local team is composed of a specially trained Fleet Manager and Fleet Technicians, who maintain and rebalance the fleet, charge and replace the swappable batteries in the field, and perform daily preventative maintenance. This operational model removes the residential fire risks associated with gig-economy "crowd chargers," minimizes congestion, and decreases the carbon impact by 80%. **Our model gives us 100% control over the operations while providing you with an added layer of confidence surrounding implementation.**

Veo builds a strong and responsive local operations team to ensure the program runs successfully.

- Oversight will be provided by the existing **General Manager** (Ben Thomas) and a **Policy and Partnerships Manager**. They are the local point of contact for city officials, marketing and education, policy and compliance.
- **Operations Manager** and **Assistant Operations Manager** to oversee the day-to-day operations, including assigning tasks to Fleet Technicians, addressing customer issues, managing physical assets (vans, inventory parts, warehouse, etc.) and hiring local technicians.
- **Fleet Technicians** who do battery swapping, fleet maintenance, rebalancing, patrolling, removing scooters blocking the sidewalk, and other responsibilities as needed. Their shifts cover 24/7 days a week.
- Community Engagement will be provided by our **Community Engagement Manager** to help integrate the program into the local community, create partnerships across local community organizations and groups, and expand Veo's low-income Access program to qualified individuals.

ATTACHMENT E - SERVICE AREA MAP

6. Descriptions, Pricing, and Service

- E. Attach a GPS or GIS-based map depicting the proposed service area of your scooters:**



ATTACHMENT F - VEHICLE PHOTOGRAPHS

6. Descriptions, Pricing, and Service

- F. Attach color photographs depicting each type of scooter that will be deployed. Please include one or more photographs that clearly depict the notices required to be displayed on each scooter per BMC 15.58.090:**

Astro VS3:

ASTRO VS3 E-SCOOTER

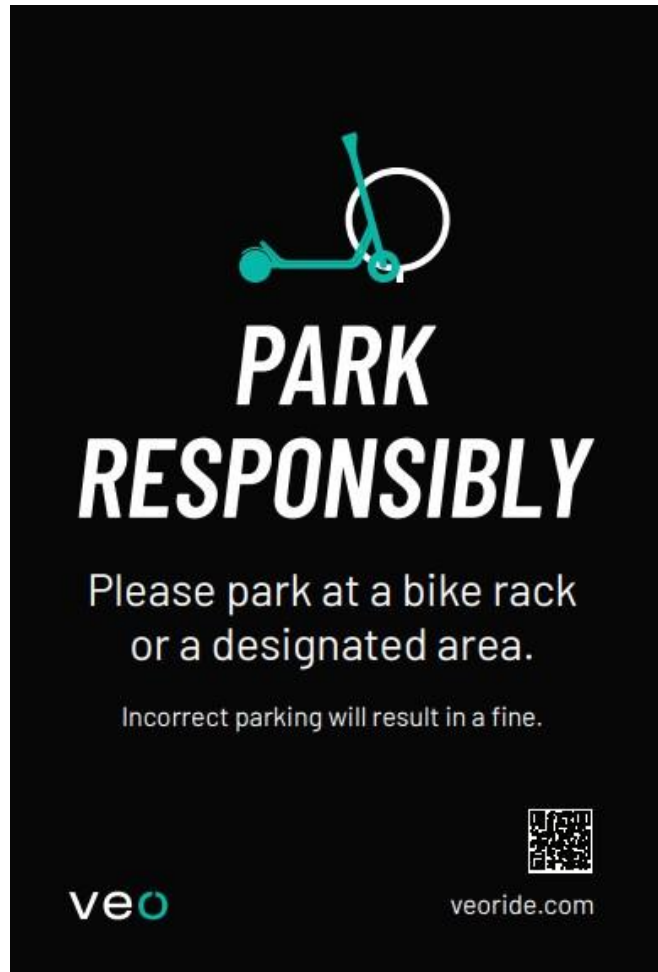


Cosmo:

COSMO SEATED E-SCOOTER



Parking Hang Tag:



Riding Rules Sticker:



ATTACHMENT G - HELMET DISTRIBUTION PLAN

7. Required Public Outreach and Communications

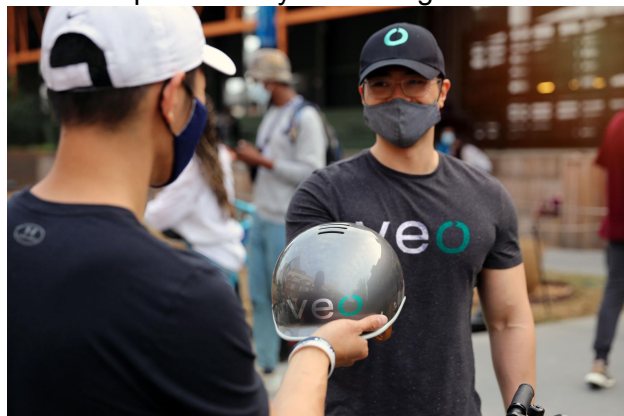
C. Provide details of the helmet distribution plan described in BMC 15.58.120(e):

In every Veo market, we encourage riders to wear helmets every time they ride through in-app education and on-vehicle decals. Furthermore our User Agreement states that riders must wear a helmet when required by local law.

Education and reminders: Veo is committed to creating a helmet wearing culture through virtual and in-person interactions. We provide users with information encouraging helmet use clearly through our in-app user education screens and safety quiz, ongoing messaging before each ride, Safety page on our website, and in-person events. In addition, Veo vehicles have decals reminding riders to always wear a helmet, in addition to other safety rules.

Standard Helmet Giveaways at Events: Veo will implement our own helmet giveaways in Bloomington in conjunction with our safety classes, as well as at existing events that draw significant foot-traffic.

Contactless Helmet Giveaways: Helmets will be available for free pickup at our local office and warehouse. Anyone who wants a free helmet is able to request one by contacting the Customer Support Team via toll-free number or email. In addition, after scanning a QR code and before starting a ride, a screen will pop up informing users of local regulations, including a link to request a helmet via email. Customer Service will schedule the individual's pick up date and send them instructions on how to safely receive their helmet. Helmets will be individually bagged and placed outside of our office on a rack for pickup.



ATTACHMENT H - COMMUNITY ENGAGEMENT SCHEDULE

7. Required Public Outreach and Communications

D. Attach an outline and proposed schedule for the week-long safety campaigns required by BMC 15.58.120(d). At a minimum, the outline shall include the following:

- **Dates and hours of each safety campaign to be held during the term of this license;**
- **Proposed staffing levels for each campaign;**
- **A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;**
- **The planned method of dissemination for campaign information and materials**

Proposed Safety Campaign

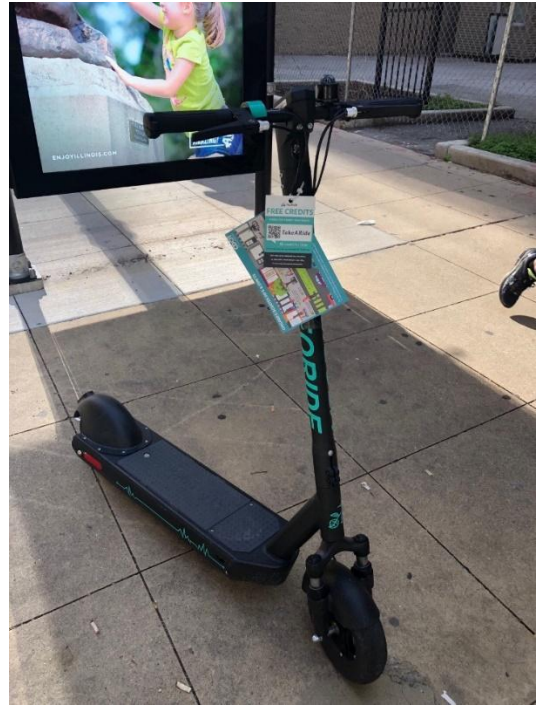
	Objective 1	Objective 2	Objective 3	Staffing	Hours
May 2-9, 2022 graduation and finals; increased ridership expected; summer job riders.	How to ride safely and sign up for an account; summer job information for students; low-income signups	Safety requirements, local laws, helmet distribution	Group rides to increase confidence and navigating crowds; merch/swag giveaways	4-6 staff	10a-4p weekdays and weekends
Sept. 12-19, 2022; return of students to IU; increased ridership expected	How to ride and sign up for an account; low-income signups	Safety requirements, local laws, helmet distribution,	Group rides to increase confidence and navigating crowds; merch/swag giveaways	4-6 staff	10a-4p weekdays and weekends
Monthly one-day summer sessions to engage local population	Riding refresher for previous users; signups and low-income signups	Introduction to riding basics for visitors; swag giveaways	Safety, plus Local rules, regulations	2-6 staff	10-4 weekdays and weekends
Special Sessions as needed	Low-Income community options	Helmet and swag/merch giveaways	Custom objectives for organization	TBD based on topic and expected participation	TBD based on topic and customized outcomes for group

Vevo takes rider safety very seriously, so we have developed a number of initiatives to educate our customers about proper use of our scooters. In addition to the specific guidelines published in our User Agreement, we highlight safety through pop-up screens in our app and on Vevo website. [Vevo](#)

has an extensive standard safety and education program, plus the capacity to customize for special groups.

Veo will actively work with the City of Bloomington to address any concerns around parking, helmet use and roadway safety. We have many customizable options to educate Users and improve compliance, including:

1. **FAQs** about the scooter share program that can be distributed in collaboration with our local partners
2. **Hang Tags** on each scooter
3. **Education Info Stickers** on each scooter indicating no sidewalk riding, Toll-free customer service number, and scooter ID number
4. **In-app notifications** and pop-up messages
5. **Physical signage**
6. Communication through **traditional media and social media**
7. **City-wide** educational events
8. **IU** specific trainings
9. **Customizable programs** for low income and other special interest groups.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/27/2021

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

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

PRODUCER Christensen Group 9855 West 78th Street, Ste 100 Eden Prairie MN 55344	CONTACT NAME: Brittany Ratke PHONE (A/C, No, Ext): (952) 653-1000 FAX (A/C, No): (952) 653-1100 E-MAIL ADDRESS: bratke@christensengroup.com
INSURED VeoRide Inc 1001 N. Milwaukee Ave #401 Chicago IL 60642	INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters at Lloyds INSURER B: United States Fire Insurance Company INSURER C: Scottsdale Indemnity Company INSURER D: INSURER E: INSURER F:
	NAIC # 32727 21113 15580

COVERAGES**CERTIFICATE NUMBER:** 21-22 Master**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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		B0180PN2105508	04/22/2021	04/22/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			133-750788-3	09/03/2021	09/03/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Cyber			EKI3405304	10/30/2021	10/30/2022	Aggregate 2,000,000

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

Certificate Holder is included as an Additional Insured under the General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Bloomington
401 N Morton St

Bloomington

IN 47404

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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AGENCY CUSTOMER ID: 00051655

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Christensen Group		NAMED INSURED VeoRide Inc	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

"Notice to Policyholder: This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund."



Board of Public Works Staff Report

Project/Event: Application for Renewal of Shared-Use Motorized Scooter Operator License

Petitioner/Representative: Neutron Holdings, Inc. (d/b/a Lime)

Staff Representative: Alex Crowley

Meeting Date: January 4, 2022

Report: Lime has been operating a shared-use motorized scooter business in Bloomington since September, 2018. When the City instituted a licensing process in Fall, 2019, Lime applied for, and successfully received a one-year license. That license was renewed for one year in November of 2020. This application is for a renewal of that license by the Board of Public Works.

City Legal has reviewed the application and finds that it responds to the City's requirements. The application does not substantively differ from the one that was approved last year.

LIME + BLOOMINGTON

Shared-Use Motorized Scooter Operator License Application

October 30th, 2021

Neutron Holdings, Inc. d/b/a Lime

Bloomington, IN





Shared-Use Motorized Scooter Operator License Application

**City of Bloomington Board of Public Works
Economic & Sustainable Development Department
401 N. Morton St., Suite 150
Bloomington, IN 47404
(812) 349-3418**

1. Application and License Information

This is an application for a Shared-Use Motorized Scooter Operator business license per Chapter 15.58 (Motorized Scooters and Shared-Use Motorized Scooters) of the Bloomington Municipal Code. It is unlawful to operate as a shared-used motorized scooter operator without first obtaining a license from the Board of Public Works. Any person who intends to operate a shared-use motorized scooter company, renew an existing shared-use motorized scooter company license, or expand its existing service in the city must file this form with the City. This license is good for one year from the date it is issued, subject to the provisions of BMC 15.58.150.

Return this completed application to esd@bloomington.in.gov or to the City Hall, 401 N. Morton Street Suite 150, Bloomington, IN 47404. Direct any question regarding this application to Economic & Sustainable Development at (812) 349-3418.

2. Applicant Information

Name of Company	Neutron Holdings, Inc. dba Lime
Address of Company	85 2nd Street
City, State, Zip	San Francisco, CA 94105
Phone Number	1-888-LIME-345
Website	li.me
Email	support@li.me
Social Media Website	Facebook/Twitter: @limebike

3. Company Information (complete duplicate fields only if different from above)

N/A



Company is a(n): ___ LLC ☒ Corporation ___ Partnership ___ Sole Proprietor ___ Other

4. Company Incorporation Information (For Corporations and LLCs Only)

Date of Incorporation or Organization: **January 3, 2017**

State of Incorporation or Organization: **Delaware**

(If not Indiana) Date qualified to transact

business in the State of Indiana: **June 15, 2017**

Employer Identification Number **4870517**

5. Prior licenses

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

___ Yes ☒ No

If Yes, provide details:

N/A



6. Descriptions, Pricing, and Service

A. Please provide the following information with regard to every type of scooter you may deploy within the City of Bloomington.

LIME VEHICLE SPECIFICATIONS

CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

	Gen 2.5	Gen 3
Photo		
Dimensions	<ul style="list-style-type: none"> 1020mm length 1308mm height 	<ul style="list-style-type: none"> 1163mm length 1207mm height
Weight	18kg	23.5kg
Brakes	<ul style="list-style-type: none"> Dynamic brake on front wheel Drum brake on rear wheel Bicycle-style brake lever on handle bars 	<ul style="list-style-type: none"> Dynamic brake on rear wheel Drum brake on front wheel "Step" foot brake on rear wheel/fender Bicycle-style brake lever on handle bars
Maximum Load	100kg	100kg
Lights	<ul style="list-style-type: none"> Front white LED, visible up to 500 ft Red rear LED, visible up to 600 ft 	<ul style="list-style-type: none"> Front white LED, visible up to 500 ft Red rear LED, visible up to 600 ft
Bell	Mounted on handle bar next to brake lever. Activated by thumb	Mounted on handle bar next to brake lever. Activated by thumb lever



	lever	
Power Source	9.6 Ah - 36 V internal battery	15.9 Ah - 36 V internal battery
Maximum Assisted Speed	15 mph, electronically limited	15 mph, electronically limited
Certifications	<u>UL 2272</u> - Standard for Electrical Systems for Personal E-Mobility Devices	<u>UL 2272</u> - Standard for Electrical Systems for Personal E-Mobility Devices

B. Indicate a schedule of rates and charges you will charge to users (if necessary, attach additional documents):

RATE SCHEDULE

Our current rental rates for Bloomington are as follows:

Standard Rate: \$3.50 for the first 7 minutes + \$0.35/min + tax

Lime Access: (our low-income program) \$.50 to unlock + \$0.07/min

Lime Day Pass: \$13.99 for unlimited rides for 24 hours

Lime Prime: \$5.99/month waives the unlock fee for all rides for the month

C. Describe the safety inspection program you will use to ensure the safety of all deployed scooters (if necessary, attach additional documents):

SAFETY

Lime completes both proactive and reactive maintenance on our vehicles. Regular and routine maintenance of our fleet allows our Operations Team to provide the most reliable and safe local service to community members. Our process starts with a full inspection at the warehouse by a Lime trained and certified mechanic.

The following are all inspection triggers:

- **Preventative Maintenance:** In order to ensure the maximum safety of our riders, vehicles are inspected on a regular rotation. If a vehicle has not had an inspection in seven days, it is flagged for immediate retrieval to the warehouse for service.
- **Rebalancing:** Our Operations Team inspects each vehicle that is being rebalanced from one location to another.
- **Deployment:** Vehicles collected by our team are inspected and any maintenance is performed before morning deployment.
- **Customer Service Reports:** Any issue reported to our Customer Service line by riders or Juicers is flagged for retrieval and inspection.
- **In-app Rider Reports:** Vehicles that are poorly rated for three rides in a row or vehicles



marked in the app as damaged are immediately flagged for retrieval and repair.

- **Self-Diagnostics:** Once deployed, our e-scooters are self-diagnosing, running health checks over 1,000 times per second and automatically notifying us upon certain events that can signal faulty, damaged, or vandalized vehicles. Vehicles are immediately deactivated and serviced upon any diagnostic flags, or if it receives two consecutive low in-app ratings. Our e-scooters can identify more than 100 issues, each with a specific error code that Operations Team members are trained to recognize.
- We are also notified for issues like idling for more than 24 hours, losing GPS signal, low battery (less than 15%), and successive failed unlocks.

Maintenance Mode: Any vehicle flagged for inspection or repair is automatically placed in “maintenance mode.” The local Operations Team is notified and the e-scooter cannot be rented until it has been inspected. We will retrieve the vehicle within two hours.

All e-scooters that are brought back to the warehouse go through a three-step maintenance protocol:

1. Entry diagnosis
2. Repair and reconditioning of used spare parts
3. Quality Control/Redeployment

Field Attention: Throughout the day, our Operations Team monitors our fleet in real time. Vehicles are proactively repositioned for tidiness and rebalancing to address any improperly parked vehicles and comply with the City’s distribution and rebalancing requirements. In the evening, e-scooters are retrieved by our Operations Team and Juicers for charging and repair/maintenance if needed, preventing low-battery or broken vehicles from cluttering the streets.

Cleaning & Sanitation / COVID-19 Response:

We have enhanced our cleaning methods in accordance with regional guidelines, frequently disinfecting our vehicles, including before redeployment, when rebalancing a scooter, and whenever they return to the warehouse. Our vehicles and infrastructure are cleaned and sanitised upon each inspection to ensure good condition.

We communicate clear safety advice on preventing COVID-19 to our customers and Lime staff complete certified COVID-19 training. All warehouse staff are also fully outfitted with personal protective equipment and the workplace is disinfected after every shift.

- D. Describe your local staffing and operational plan, including information regarding local staffing and any contractor you will utilize to perform services related to your scooters (if necessary, attach additional documents):**

LIME BLOOMINGTON

Lime Bloomington will be managed by Jordan Edwards, Operations Coordinator, and Allison Forms, Senior Operations Manager. The continuity of leadership will enable Lime to provide the highest level of service to the City. Our Bloomington Operations Team has two operations specialists and two mechanics. All team members will be W-2 employees. Wages for our team members in Bloomington are typically \$15-20/hour with performance-based raises, overtime, and cost of living increases. In addition, all workers have access to health insurance.



Operations Coordinator: The Operations Coordinator, Jordan Edwards, oversees the Operations Team and the Lime warehouse. He is responsible for hiring the local team, and ensuring that the team adheres to the City's regulations regarding device requirements, deployment, and parking conditions. He also supports our community outreach and engagement efforts, and serves as a primary local point of contact that the City can contact in case of any emergency or urgent issue.

Operations Specialists: Operations Specialists are responsible for being in the field managing our fleet. They are available to address fleet issues within two hours. Their primary responsibilities include: patrolling to make sure the vehicles are properly parked; rebalancing the vehicles; addressing any complaints; ensuring vehicles are charged; and retrieving vehicles that require maintenance.

Mechanics: Mechanics are responsible for conducting all maintenance, repairs and cleaning of scooters. Mechanics ensure that all vehicles deployed are in good working order and are safe for our riders. All mechanics receive hands-on training and are provided with safety equipment and tools in order for them to effectively carry out their role. All mechanics must pass the Lime Mechanic Proficiency test after training before completing their onboarding process.

Juicers: In addition to our full-time locally-hired staff, our operational efforts will also be supported by Lime "Juicers." As 1099 independent contractors, Juicers are members of the community who pick up scooters when the battery is low, recharge the scooters, and then deploy them. Being a Juicer allows local residents to make money in their spare time.

Operational Plan: Lime will provide an initial deployment of 500 scooters and adjust the fleet size in accordance to rider demand levels. As winter approaches, Lime Bloomington is prepared to pause operations until weather meets safe riding conditions and resume operation in early 2021.

Based on our experience and data from this past year, we plan to deploy our vehicles to zones that match customer demand. Scooter deployments happen each morning between 5 a.m. and 8 a.m., as our Operations Specialists and Juicers deploy freshly charged vehicles to predetermined "hotspots"--areas of high demand--throughout the Deployment Zone. Hotspots have a small geographic digital radius similar to the size of a parking spot. Throughout the day, we deploy Operations Specialists and Juicers to reposition mis-parked vehicles, "rebalance" vehicles to maximize utilization and comply with regulatory requirements, and retrieve any vehicles in need of charging, repair, or vehicles that have migrated outside the Service Area.

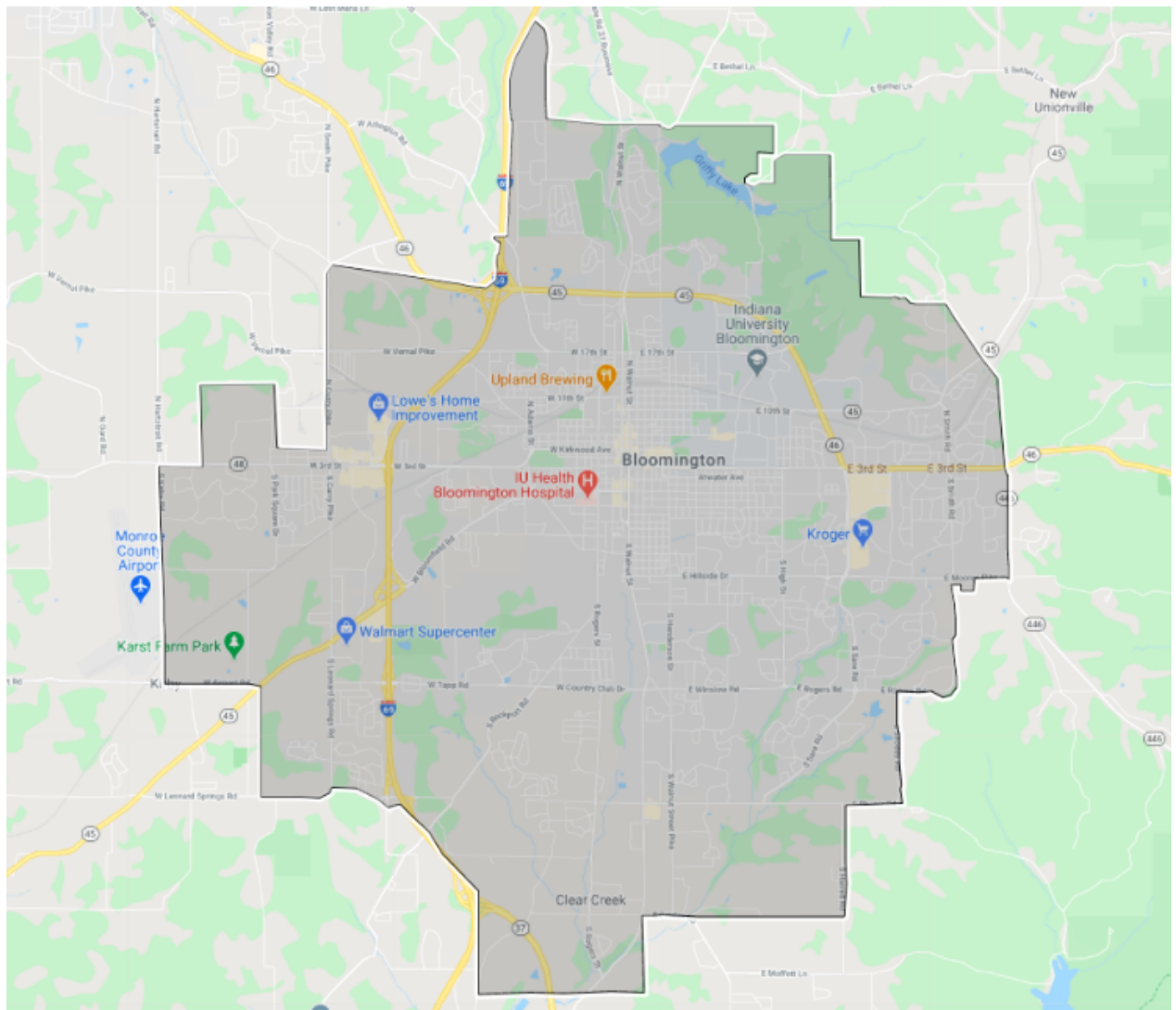
Our proprietary Hotspot Optimizer is a predictive algorithm that accounts for historical demand for each hour of each day. We use this data to identify where to place vehicles to best meet local needs, and the number of vehicles to deploy at each location.



Key to our operational strategy is to work with Indiana University to comply with all parking regulations on campus. We will not deploy scooters on campus and parking is only allowed at bike racks on campus. To meet this objective we have placed hang tags on every scooter deployed in Bloomington, notifying riders of appropriate parking regulations.

E. Attach a GPS or GIS-based map depicting the proposed service area of your scooters.

OPERATIONAL AREA MAP



F. Attach color photographs depicting each type of scooter that will be deployed. Please include one or more photographs that clearly depict the notices required to be displayed on each scooter per BMC 15.58.090.



7. Required Public Outreach and Communications

- A. Identify your company's 24-hour customer service number through which users and members of the public may contact you company:**

1-888-LIME-345

- B. Provide the URL to a link or other method of access to a Bloomington-specific page on your website as required by BMC 15.58.120(c):**

Website: <https://www.li.me/locations/bloomington>

- C. Provide details of the helmet distribution plan described in BMC 15.58.120(e):**

Lime is dedicated to improving safety for our riders and non-riders across the City of Bloomington. We will work closely with the Mayor's Office and micromobility advocacy groups such as the Bloomington Bicycle Club to distribute free helmets to residents. Our distribution plan for 2021 is to identify a local small business (TBD) that is easily accessible where helmets will be available for pick-up. We will also engage students at Indiana University Bloomington by hosting a quarterly Pop-Up Helmet Giveaway on campus and nearby at Woodlawn Field.

Finally, through our Lime Safety Portal, we have an online store which sells discounted helmets from Cosmo Connected that provide visual signalling on the helmet itself. The helmet indicates the deceleration and indicates when scooter riders turn right or left. We plan to promote accessibility to helmet usage throughout the duration of our operations in Bloomington.

- D. Attach an outline and proposed schedule for the week-long safety campaigns required by BMC 15.58.120(d). At a minimum, the outline shall include the following:**

- **Dates and hours of each safety campaign to be held during the term of this license;**
- **Proposed staffing levels for each campaign;**
- **A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;**
- **The planned method of dissemination for campaign information and materials.**

SAFETY + OUTREACH PLAN

Lime uses online and offline marketing and community engagement tools, hosts in-person events, and partners with community stakeholders to reach the broadest possible audience. We proactively connect with people traditionally underrepresented in micromobility and those that may not be familiar with scooter riding. Throughout Lime's operations in Bloomington, we plan to continue our rider and non-rider engagement to ensure that proper riding is a top priority in the city.



Due to the ongoing pandemic, we have limited in-person engagement and have developed creative solutions for meeting people where they are--at home for the most part. To assist with flattening the curve, Lime has implemented a **Digital First Ride Academy**, which provides an hour-long safety course virtually for those who may be uncomfortable meeting in groups.

And as students arrive on campus in the spring, we will increase our offering of Digital First Ride Academies to ensure students are included in Lime's safety education campaign.

Here is Lime's proposed schedule of Safety Campaign events:



(1) March/April 2022

Lime will work closely with the Public Works Board and the Department of Parks and Recreation to participate in the Annual Bloomington Street Fair and coordinate with the City's Community Events Manager to make arrangements for safe, in-person events during the week of Lime's Spring launch. During safety weeks, Lime will advertise locally regarding Bloomington specific operating and parking requirements. At the safety events, Lime will clearly and visibly post operating and parking requirements along with safe riding practices, information about obtaining helmets and how users can qualify and apply for reduced fares. All information posted will also be available in print form for event attendees.

(2) August/September 2022

During the second Safety Week, Lime will partner Indiana University Bloomington to welcome students to campus and educate them on proper riding, parking and obeying the City's local rules and traffic regulations. We will market the event through the University's social media channels and through email and print to existing riders and students. Educating students on how to park is a top priority as we will enforce bike rack parking around campus to enhance safety.

Beyond in-person programming, Lime's community engagement goes beyond education and outreach to support strong communities and safe streets in the cities we serve. Braze, an in-app communications platform, permits us to send messages based on many different triggers like rider action (end of ride), geographic area (notice of entering or leaving a geofenced zone), day or time, special events (First Ride events), etc. We can also post information across the top of the home screen for a



period of time or permanently. We will post a banner with Bloomington's scooter rules permanently on our home screen.

We have a number of ways to ensure riders receive continual education throughout the course of our operations in Bloomington and we are committed to exploring new opportunities to engage riders and non-riders to improve safety across the city.


Before you Lime:

- Read the "pop-up" screen
- Map your ride

Know before you go:

- No texting
- Always wear a helmet

The smartphone screen displays the 'How to Ride' screen with a close button (X) in the top left. Under the heading 'Rules and Regulations', there is a list of seven rules, each preceded by a green checkmark icon: 'A helmet is required', 'Do not ride on the sidewalk', 'Don't ride downhill', 'Have a valid driver's license', 'You are 18 years or older', 'Ride at your own risk', and 'One rider per Lime-S'. At the bottom of the screen is a green button labeled 'Done'.

 DIGITAL FIRST RIDE ACADEMY





How to Ride

- ✓ Wear a helmet
- ✓ One person per scooter
- ✓ Ride in the bike lane or the street
- ✓ Yield to pedestrians
- ✓ Park responsibly
- ✓ Follow all the rules of the road



What not to do

- ✗ Sidewalk riding is prohibited in Bloomington Dismount Zones
- ✗ Park scooters in bike racks where they exist
- ✗ Do not park scooter inside your home
- ✗ Do not park scooters in a way that limits access for individuals with disabilities

Ride Responsibly

8. Insurance

Attach proof of insurance in the form of an insurance certificate naming the City of Bloomington as an additional insured and indicating that the company's insurance is primary. The insurance certificate must show proof of the following minimum insurance limits:

Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 in the aggregate

Automobile Liability: \$1,000,000 combined single limit

Umbrella/Excess Liability: \$5,000,000

The Umbrella/Excess Liability policy shall apply to both the Commercial General Liability and Automobile Liability policies. All policies shall be endorsed to indicate that the City shall receive thirty days prior written notice of policy cancellation or non-renewal of coverage.

See next page.



INSURANCE

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 10/19/2021			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA			CONTACT PHONE (A.C. No. Ext.): (866) 283-7122 FAX (A.C. No.): (800) 363-0105 E-MAIL ADDRESS:				
INSURED Neutron Holdings, Inc. DBA Lime 85 Second Street, 1st Floor San Francisco CA 94105 USA			INSURER(S) AFFORDING COVERAGE		NAIC #		
			INSURER A: Liberty Mutual Fire Ins Co		23035		
			INSURER B: Lloyd's Syndicate No. 1969		AA1120106		
			INSURER C:				
			INSURER D:				
			INSURER E:				
			INSURER F:				
COVERAGES		CERTIFICATE NUMBER: 570089911901		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.							
Limits shown as are requested							
INER LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSDIG2100005 SIR applies per policy terms & conditions	05/01/2021	05/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	X AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> X \$5000 Coll. Ded. X \$5000 Comp. Ded.			AS2-661-067212-021	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR X EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED X RETENTION \$2,000,000			CSDIG2100006	05/01/2021	05/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Bloomington is included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability policy. Should the General Liability Policy be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.							
CERTIFICATE HOLDER City of Bloomington 401 North Morton Street Bloomington IN 47404 USA				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc.</i>			

Holder Identifier :

Certificate No : 570089911901



9. Indemnification

By signing and submitting this application, the undersigned, in consideration for the issuance of a license by the City of Bloomington Board of Public Works, agrees to the following:

- A. The undersigned is a duly authorized representative of the applicant shared-use motorized scooter Operator.
- B. The undersigned, in exchange for the issuance of a license by the City of Bloomington Board of Public Works, 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 is licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
- C. 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, suites, 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.
- D. The undersigned understands this release binds him/herself, the applicant shared-use motorized scooter Operator, and all heirs, executors, partners, co-owners, administrators, successors and assigns of each.
- E. The undersigned acknowledges that he/she has read this section and understands all of its terms. The undersigned consents to the terms of this release voluntarily and with full knowledge of its significance.

10. List of Legal Requirements (Chapter 15.58 of the Bloomington Municipal Code)

The following requirements apply to all companies ("Operators") deploying scooters within the City of Bloomington. Failure to comply with the following requirements shall subject the company to fines and may result in revocation of the company's license to operate in the City.

- A. All scooters shall have their speed governed so that they are capable of traveling no faster than 15 miles per hour on a flat, dry surface.
- B. All scooters shall be assigned a unique identification number that is visible to users and to nearby pedestrians.
- C. All scooters must be equipped with a bell, horn, or other lawful signalling device.
- D. All scooters shall be equipped with lights and brakes in accordance with Bloomington Municipal Code § 15.58.090(f) and as required by state law.
- E. All scooters shall be capable of being remotely locked down by the Operator and shall be maintained in a reasonably clean and proper working condition.



F. The following items must be displayed on each scooter:

- a. The required 24-hour phone number stated in this application;
- b. The Operator's website;
- c. Mobile application information for the Operator;
- d. That users are encouraged to wear helmets, are required to obey all traffic laws, are required to yield to pedestrians, and are required to follow proper parking procedures.

G. All Operators must educate users on legal scooter parking and legal scooter use (1) on their Bloomington-specific website, (2) within their mobile application, and (3) as part of their mandatory, semi-annual outreach programs.

H. All Operators shall mandate that users take a photograph of their scooter at the conclusion of each ride.

I. Operators must provide a price discount of at least fifty percent (50%) to members of the public who can demonstrate participation in any local, state, or federally-administered assistance program.

J. Any scooter that poses a hazard to public health and safety may be immediately removed and impounded by the City. The City may dispose of any scooter that has been impounded and stored by the City for a period of 180 or more days. Removal, impoundment, storage and disposal of a shared-use motorized scooter shall be a Class E Traffic Violation, subject to penalties set forth in BMC 15.64.010(e).

K. Operators shall provide the City with Application Programming Interface (API) access to real-time information on their entire Bloomington fleet that comports with the General Bikeshare Feed Specification (GBFS) and Mobility Data Specification (MDS) standards, or any broadly adopted similar standards that are developed subsequently.

11. License Fees and Deployment Allowances

A. The applicant shall submit a payment of \$10,000 in the form of a check along with this application. The check shall be deposited upon approval of this application by the Board of Public Works.

B. In addition, the Shared-Use Motorized Scooter Operator shall be responsible for paying a fee per ride taken on any scooter the Operator has deployed in the City. The City shall invoice the Operator for the total per-ride fee owed on a quarterly basis. The Operator shall remit payment to the City within thirty (30) days of receipt of said invoice.

The amount of the fee shall be fifteen cents (\$0.15) per ride taken. However, the Operator may execute the attached Shared Use Bicycle Agreement and receive a reduced fee of ten cents (\$0.10) per ride.

C. The initial number of scooters allowed to be deployed under this license is not limited; however, the Board of Public Works, through its designee, the Department of Economic and Sustainable Development, reserves the right, at its discretion, to set and/or lower the number of deployed scooters allowed under this license if the following average rides per day per scooter thresholds are not met in any given calendar month:



- a. In the months of April through October: 4 rides per day per scooter;
- b. In the months of November through March: 2 rides per day per scooter.

If the City determines that the threshold has not been met in any month, it will give the Operator notice and opportunity to make internal adjustments to fleet deployment. If the average ride figures remain below the threshold for the first two weeks of the subsequent month, the City may order a reduction in the number of scooters allowed under this license.

Furthermore, in the event that repeated parking violations result in an excessive number of impoundments of the Operator's scooters by the City in any calendar month, the City may order a reduction in the number of scooters allowed under this license. The determination of what constitutes an excessive number of impoundments is made at the sole discretion of the City.

The Operator may petition the City for a review of the number of allowed scooters after 30 days have elapsed from the date of an order of reduction.

12. Summary of Required Attachments

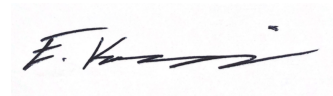
- A. A GPS or GIS-based map depicting the proposed service area of your scooters.
- B. Color photographs depicting each type of scooter that will be deployed. Please include one or more photographs that clearly depict the notices required to be displayed on each scooter per BMC 15.58.090.
- C. An outline and proposed schedule for the week-long safety campaigns required by BMC 15.58.120(d). At a minimum, the outline shall include the following:
 - Dates and hours of each safety campaign to be held during the term of this license; •
 - Proposed staffing levels for each campaign;
 - A copy of, or the written/pictorial content of, all materials and informational signage to be used in the campaign;
 - The planned method of dissemination for campaign information and materials.
- D. An insurance certificate that is compliant with Section 8 of this Application.
- E. A check made out to the City of Bloomington in the amount of ten thousand dollars (\$10,000).



By signing below, the undersigned certifies that he/she is authorized to execute this application on behalf of the shared-use motorized scooter Operator herein identified, that the information contained herein is true and accurate, and that he/she intends to be bound by the terms and conditions of this application.

Eric Kocaja
Printed Name

Regional General Manager
Title



Signature

October 29, 2021
Date

Neutron Holdings, Inc. dba Lime
Name of Company



ATTACHMENT A - SPECIAL EVENT AGREEMENT

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


The City of Bloomington may, at its sole discretion, designate special event areas in which scooters are temporarily prohibited from being located or operated. The City shall provide the Operator three days' notice of such designation, including a description of the area and the dates/times of the prohibition.

The undersigned shall comply with all such designations. Failure to comply will constitute a violation of BMC 15.58 and shall be subject to penalties as outlined in BMC 15.58.040(g).

By his/her signature below, the undersigned agrees to the provisions of this Agreement.

Eric Kocaja
Printed Name

Regional General Manager
Title



Signature

October 29, 2021
Date



ATTACHMENT B - SHARED USE BICYCLE AGREEMENT

In consideration for a reduction in the amount of the scooter fee per ride taken, the undersigned agrees to the following:

1. The Operator will provide shared use bicycles for public rental within the proposed scooter service area described in Section 6(E) of the Shared-Use Motorized Scooter Operator License Application. At all times, the Operator will deploy a minimum of one bicycle for every five deployed scooters.

2. The Operator shall comply with state law, state regulations, and the requirements of Bloomington Municipal Code § 15.56.070 regarding bicycle rentals, including:

(a) No person may rent a bicycle to another person unless the bicycle is equipped as required by state law.

(b) Any person or business renting or offering a bicycle for rent in this city shall indemnify any person renting such bicycle for fines incurred due to any noncompliance with state equipment requirements. Failure to indemnify renter for any fines incurred is a Class B Traffic Violation subject to the penalty listed in Bloomington Municipal Code § 15.64.010(b).

3. Shared-use bicycles shall be subject to bicycle parking provisions of Bloomington Municipal Code § 15.56.090:

No person shall park a bicycle:

- (1) In a manner as to hinder or obstruct pedestrian traffic or to damage public property in any manner; or
- (2) In any space designed and intended for use by motor vehicles unless such area shall be specifically allocated to bicycle parking by placement of a bicycle rack.

Bicycles parked in violation of this provision shall be subject to impoundment and penalties as set forth in Bloomington Municipal Code § 15.56.090(c) and Bloomington Municipal Code § 15.64.010(d).

4. All notices and information required by Section 10(F) of the Shared-Use Motorized Scooter Operation License Application shall be displayed on every bicycle deployed pursuant to this Agreement.

5. This Attachment is subject to all terms and conditions set forth in the Shared-Use Motorized Scooter Operator License Application, and the term of the Shared Use Bicycle Agreement shall run concurrently with any license issued pursuant to that Application.

6. Bicycles deployed under this Agreement are considered part of the Operator's entire Bloomington fleet, and are subject to the reporting requirements codified at Bloomington Municipal Code § 15.58.110 and any additional data reporting required by the Shared-Use Motorized Scooter Operator License Application.


7. No additional license fee is required for this Shared-Use Bicycle Agreement, and no per ride fee shall be assessed against the Operator.



By his/her signature below, the undersigned agrees to the provisions of this Agreement.

Eric Kocaja
Printed Name

Regional General Manager
Title


Signature

October 29, 2021
Date





Board of Public Works

Staff Report

Project/Event: Rally for Life

Petitioner/Representative: Christian Citizens for Life/ Carole Canfield

Staff Representative: April Rosenberger

Meeting Date: January 04, 2022

The Christian Citizens for Life (CCFL) would like to host their Rally for Life on the Courthouse Lawn on Sunday, January 23, 2022 from 1 p.m. to 5 p.m. The Rally for Life is a peaceful, public rally.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Rally for life		
Location of Event:	Monroe Co. Courthouse lawn		
Date of Event:	Sunday, Jan. 23, 2022	Time of Event:	Start: 1:00
Calendar Day of Week:	Sunday		End: 5:00
Description of Event:	Peaceful, public rally with speakers for purpose of upholding the sanctity of life from conception to natural death		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Carole AC Canfield		
Organization:	Christian Citizens For Life (CCFL)	Title:	member
Physical Address:	3052 N. Ramble Rd West, Bton 47408 (personal address)		
Email Address:	choirmama@sbcglobal.net	Phone Number:	812 322-5114
Signature:	Carole AC Canfield	Date:	11-19-21

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Date

Kyla Cox Deckard, Secretary

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/31/2021	Payroll				470,585.37
					<u>470,585.37</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 \$ 470,585.37

Dated this 4th day of January year of 2022.

_____	_____	_____
_____	<u>Beth H. Hollingsworth, Vice President</u>	<u>Kyla Cox Deckard, Secretary</u>

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Approve Public Improvements Bond Estimate for Osage Place Phase 1

Staff Representative: Emily Herr

Petitioner/Representative: Habitat for Humanity of Monroe County, Inc.
Katie Stein, Smith Design Group

Date: 1/4/2022

Report: The project named Osage Place, located at 650 W Guy Avenue, has started installing streets, sidewalks, utilities, and other public improvements under Grading Permit CZC#C20-482, which will all become public once accepted by the City. Staff from Engineering and CBU have regularly inspected the installed public improvements as they are being built to ensure that they are being installed to City standards. A public improvements bond is required to cover the installation of public improvements and be not less than one-hundred and twenty-five percent of the approved estimate of the total improvement construction cost of the project. The Board of Public Works approves the bond estimate for the public improvements, and, if approved, the bond will be secured by the petitioner.

The secondary plat for Phase 1 of the Osage Place Subdivision was approved by the Plan Commission on November 15, 2021, under case # DP-34-21. The secondary plat was approved for the subdivision of 5.34 acres for 30 residential lots and 3 common area lots in a Planned Unit Development zoning district. This was approved per terms and conditions of Plan Commission Case #PUD-10-20 and SP/DP-24-20. The petitioner will also be making a \$40,000 contribution to a project to construct a multi-use path along an east/west electric line corridor that runs along the north side of this site and will connect Weimer Road to Rogers Street.

The bond estimate was reviewed and found to be acceptable by City staff. A performance bond estimate for \$981,394 for Osage Place Phase 1 has been provided for Board Approval.

BOND ESTIMATE

OSAGE PLACE
HABITAT FOR HUMANITY
PHASE 1 Plat Bond Estimate

Job No. 5254

SMITH DESIGN GROUP, INC

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	HMA Surface for Roadway, 1.5"	323	TONS	\$100.00	\$32,300.00
2	HMA Intermediate for Roadway, 2.5"	538	TONS	\$79.00	\$42,502.00
3	HMA Base for Roadway, 3"	645	TONS	\$71.00	\$45,795.00
4	Compacted Aggregate Base, #53 for Roadway, 18", Type "O"	4625	TONS	\$24.00	\$111,000.00
5	HMA Surface for Path, 1.25"	16	TONS	\$250.00	\$4,000.00
6	HMA Base for Path, 2"	25	TONS	\$110.00	\$2,750.00
7	Compacted Aggregate Base, #53 for Path, 6", Type "O"	75	TONS	\$37.00	\$2,775.00
8	Concrete Curb and Gutter, 2'	2210	LFT	\$30.00	\$66,300.00
9	Concrete Roll Curb, 2'	1201	LFT	\$26.00	\$31,226.00
10	Concrete Sidewalk, 4"	1293	SYS	\$34.00	\$43,962.00
11	Compacted Aggregate Base, #53 for Sidewalk, 6", Type "O"	285	TONS	\$26.00	\$7,410.00
12	Line, Thermoplastic, Solid, White, 24" Crosswalk	253	LFT	\$11.00	\$2,783.00
13	Line, Thermoplastic, Solid, White, 24" Stop Bar	45	LFT	\$11.00	\$495.00
14	Snowplowable Raised Blue Pavement Markers	3	EACH	\$393.00	\$1,179.00
15	Accessible Ramp, Perpendicular with Warning Element	12	EACH	\$1,000.00	\$12,000.00
16	Accessible Ramp, Perpendicular	8	EACH	\$800.00	\$6,400.00
17	Accessible Ramp, Corner with Warning Element	1	EACH	\$2,700.00	\$2,700.00
18	Street Trees	58	EACH	\$500.00	\$29,000.00
19	Signage	1	LSUM	\$8,000.00	\$8,000.00
20	Storm Curb Inlet, 24" X 30" Box, AE 7505	18	EACH	\$2,400.00	\$43,200.00
21	Storm Roll Curb Inlet, 24" X 30" Box, AE 7495	7	EACH	\$2,200.00	\$15,400.00
22	Storm Manhole, 4' dia, 2'-5', AE 1022-1	2	EACH	\$2,300.00	\$4,600.00
23	Pipe, HDPE N-12, 12"	1574	LFT	\$27.00	\$42,498.00
24	Pipe End Sections, 12"	2	EACH	\$360.00	\$720.00
25	Pipe Main, C-900, DR-14, 8"	727	LFT	\$50.00	\$36,350.00
26	Pipe Main, C-900, DR-14, 12"	174	LFT	\$101.00	\$17,574.00
27	Water Service Line, 1"	223	EACH	\$68.00	\$15,164.00
28	Water Service Line, 1.5"	328	LFT	\$81.00	\$26,568.00
29	Fire Hydrant Assembly	3	EACH	\$5,500.00	\$16,500.00
30	Gate Valve, 8"	3	EACH	\$1,800.00	\$5,400.00
31	Gate Valve, 12"	3	EACH	\$2,000.00	\$6,000.00
32	Tee, 12" x 12" x 8"	1	EACH	\$1,600.00	\$1,600.00
33	Standard Manhole, Sanitary, 4'-8'	6	EACH	\$3,600.00	\$21,600.00
34	Pipe, SDR 35 PVC, Sanitary Sewer, 8"	784	LFT	\$58.00	\$45,472.00
35	Lateral, 6"	916	LFT	\$37.00	\$33,892.00
				Subtotal	\$785,115.00
				25% Bonding Total	\$196,278.75
				Total Cost Estimate	\$981,394

LEGAL DESCRIPTION

A part of the Northeast quarter of Section 8, Township 8 North, Range 1 West, Monroe County, Indiana, described as follows:

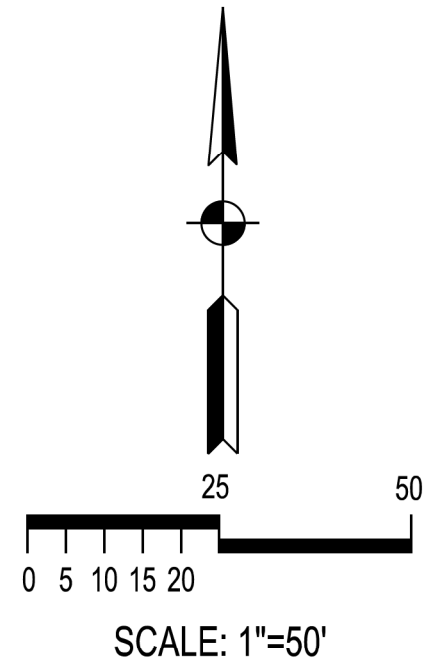
Commencing at a stone marking the Southwest corner of said quarter, thence North 00 degrees 55 minutes 14 seconds West (Indiana State Plane, West Zone) along the West line of Autumnview (Plot Cabinet "C" Envelope 80) 529.41 to the Southwest corner of land contained in Instrument 2015014872 and to the point of beginning; thence North 02 degrees 28 minutes 44 seconds West along the West line of said land and the extension thereof 680.91 feet to the South line of the electric transmission line easement (Book 120, Page 600); thence North 72 degree 07 minutes 44 seconds East along said South line 741.50 feet to the extension of an East line of land contained in Instrument 2002030818; thence South 01 degrees 05 minutes 10 seconds East along said East line and the extension thereof 380.33 feet to the Northeast corner of the aforesaid land contained in Instrument 2015014872; thence South 00 degree 44 minutes 06 seconds West along the East line thereof 236.49 feet to the Northeast corner of land contained in Instrument 2018014435; thence South 00 degrees 19 minutes 31 seconds West along the East line thereof 314.69 feet to the North line of the aforesaid Autumnview; thence North 88 degrees 00 minutes 31 seconds West along said North line 679.07 feet to the point of beginning, containing 12.903 acres, more or less.



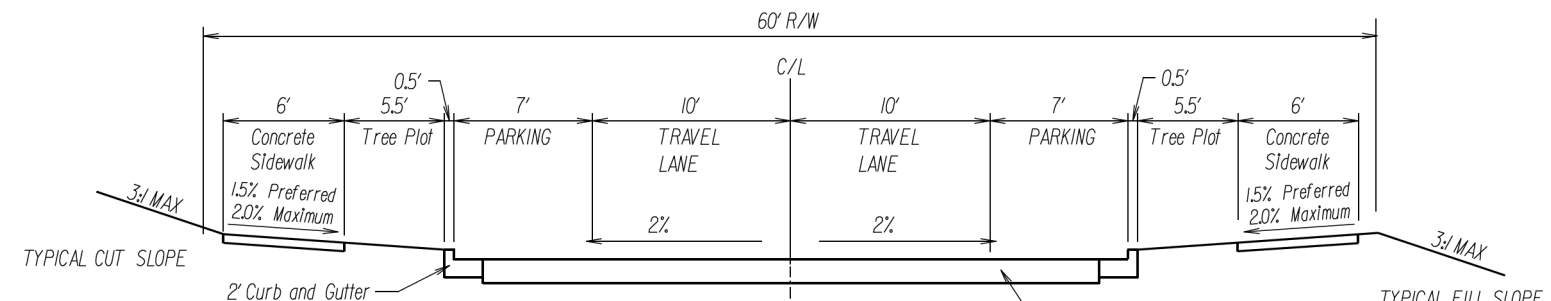
PERRY TOWNSHIP
SECTION 8
TOWNSHIP 8 NORTH
RANGE 1 WEST
DEVELOPER(S) & APPLICANT(S)
HABITAT FOR HUMANITY OF MONROE COUNTY
213 E KIRKWOOD AVE
BLOOMINGTON, IN 47408
(812) 331-4069
DESIGNER(S) & SURVEYOR(S)
SMITH DESIGN GROUP, INC.
2755 E CANADA DRIVE, STE 101
BLOOMINGTON, IN 47401
(812) 336-6536
OWNER(S)
HABITAT FOR HUMANITY OF MONROE COUNTY
213 E KIRKWOOD AVE
BLOOMINGTON, IN 47408
(812) 331-4069

SITE LEGEND

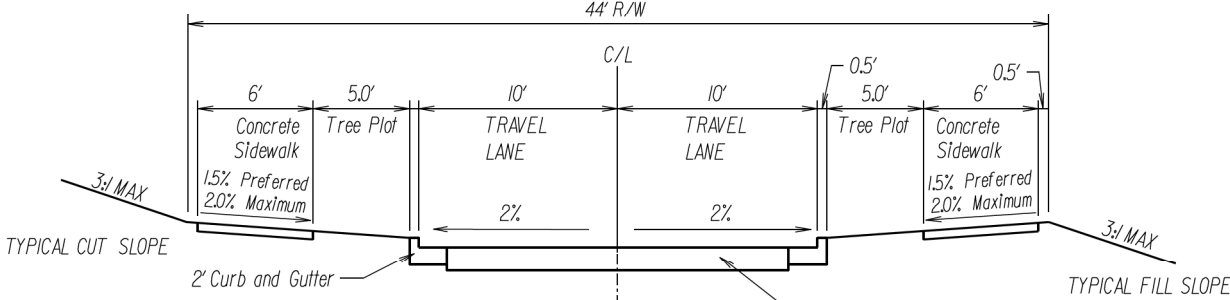
- DRAINAGE EASEMENT 10' DE
- UTILITY EASEMENT 10' DE
- DR. & WIT. EASEMENT 10' DAIE
- 2' ROLL CURB 4'-0"
- 2' CURB AND GUTTER 6'-0"
- 6" STANDING CURB 6'-0"
- CONCRETE SIDEWALK 6'-0"
- HANDICAPPED RAMP 6'-0"
- RET. WALL (CONCRETE) 6'-0"
- RET. WALL (MASONRY) 6'-0"
- RET. WALL (STONE) 6'-0"
- RET. WALL (WOOD) 6'-0"
- FENCE (CHAIN LINK) 6'-0"
- FENCE (SMOOTH WIRE) 6'-0"
- FENCE (POST & RAIL) 6'-0"
- FENCE (WOOD SLAT) 6'-0"
- GUARD RAIL 6'-0"
- PROPOSED STREET TREE 6'-0"
- BOLLARD 6'-0"
- DUMPSTER (WOOD) 6'-0"
- DUMPSTER (MASONRY) 6'-0"



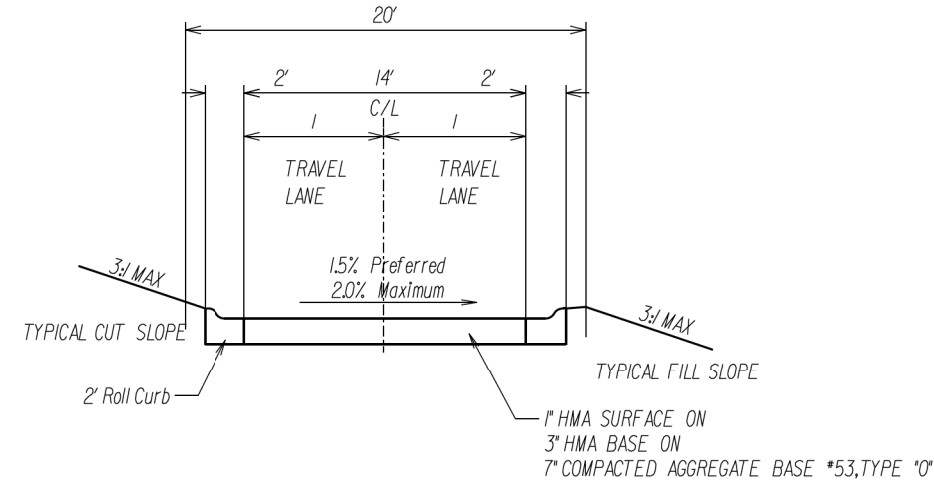
ZONE: THOMPSON PUD
LOT STANDARDS
MIN. LOT AREA = 4000 SF DETACHED, 3000 SF ATTACHED
MIN. LOT WIDTH = 40' DETACHED, 30' ATTACHED
BUILDING SETBACKS
FRONT = 15'
CARPORT/GARAGE = 10' BEHIND FRONT WALL LINE
SIDE YARD = 5'
REAR YARD = 20'
MAX COVERAGE = 45% DETACHED, 50% ATTACHED



TYPICAL CROSS SECTIONS FOR R-1, R-2, & R-3 PUBLIC STREET
NO SCALE



TYPICAL CROSS SECTIONS FOR R-4 & R-5 PUBLIC STREET
NO SCALE



TYPICAL CROSS SECTIONS FOR A-1 & A-2 PUBLIC ALLEY
NO SCALE

SMITH DESIGN GROUP
CIVIL ENGINEERING - LAND SURVEYING
2755 E Canada Dr Suite 101 Bloomington, IN 47401
(812) 336-6536 - smithdgroup.com

KATHERINE ELIZABETH STEWART
REGISTERED PROFESSIONAL ENGINEER
NO. PE1600307
STATE OF INDIANA
Katherine E. Stewart

CERTIFICATION DATE
02/05/21

JOB TITLE
OSAGE PLACE PHASE 1
BLOOMINGTON, INDIANA
HABITAT FOR HUMANITY

REVISIONS	BY	DATE
REVISED PAVEMENT SECT. TO MATCH MATERIALS ON SHEET 3 & 4	KES	3-22-21
REVISED NORTH END OF R-1	KES	8-23-21

DESIGNED BY KES
CHECKED BY WDW
DATE

JOB NUMBER
5254
SHEET
2 OF 26
DATE
2/05/21
PRIMARY PLAT

PLANNING AND TRANSPORTATION

UNDER THE AUTHORITY INDIANA CODE 36-7-4 700 SERIES, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON AS FOLLOWS:

APPROVED BY THE CITY PLANNING AND TRANSPORTATION AT A MEETING HELD _____, 2021.

SCOTT ROBINSON, DIRECTOR

OWNER'S CERTIFICATE

THE UNDERSIGNED, HABITAT FOR HUMANITY OF MONROE COUNTY INC. BEING THE OWNERS OF THE ABOVE DESCRIBED REAL ESTATE, DO HEREBY LAYOFF AND PLAT THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THE PLAT AND CERTIFICATE.

THIS PLAT SHALL BE KNOWN AND DESIGNATED AS OSAGE PLACE SUBDIVISION PHASE 1.

STREETS AND RIGHTS-OF-WAY ARE TO HEREBY BE DEDICATED TO THE PUBLIC.

IN WITNESS WHEREOF, WENDI GOODLETT, PRESIDENT & CHIEF EXECUTIVE OFFICER HAVE EXECUTED THIS INSTRUMENT AND CAUSED HER NAME TO BE SUBSCRIBED THEREON THIS _____ DAY OF _____, 2021.

WENDI GOODLETT PRESIDENT & CHIEF EXECUTIVE OFFICER

STATE OF INDIANA)
COUNTY OF _____)SS:

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PERSONALLY APPEARED KENNY BLACKWELL & JOE KEMP, ACKNOWLEDGED THE EXECUTION OF THE ABOVE REFERENCED PLAT, AS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2021.

MY COMMISSION EXPIRES: _____

LOT ADDRESS TABLE			
LOT #	ADDRESS	LOT #	ADDRESS
1	S. BERNARD AVENUE	16	S. BERNARD AVENUE
2	S. BERNARD AVENUE	17	S. BERNARD AVENUE
3	S. BERNARD AVENUE	18	S. BERNARD AVENUE
4	S. BERNARD AVENUE	19	S. BERNARD AVENUE
5	S. BERNARD AVENUE	20	S. BERNARD AVENUE
6	S. BERNARD AVENUE	21	S. BERNARD AVENUE
7	S. BERNARD AVENUE	22	S. BERNARD AVENUE
8	S. BERNARD AVENUE	23	S. BERNARD AVENUE
9	S. BERNARD AVENUE	24	S. BERNARD AVENUE
10	S. BERNARD AVENUE	25	S. BERNARD AVENUE
11	S. BERNARD AVENUE	26	S. BERNARD AVENUE
12	S. BERNARD AVENUE	27	S. BERNARD AVENUE
13	S. BERNARD AVENUE	28	S. BERNARD AVENUE
14	S. BERNARD AVENUE	29	S. BERNARD AVENUE
15	S. BERNARD AVENUE	30	S. BERNARD AVENUE

GENERAL NOTES

- BASED UPON A SCALED INTERPRETATION OF THE FLOOD INSURANCE RATE MAP (18106C0143D) FOR MONROE COUNTY, INDIANA, DATED DECEMBER 17, 2010, THE SUBJECT PROPERTY IS LOCATED WITHIN (UNSHADED) ZONE X.
- ALL MONUMENTS FOUND IN PERFORMANCE OF THIS SURVEY WERE FOUND FLUSH WITH THE EXISTING GROUND UNLESS OTHERWISE NOTED, AND THE AGE AND ORIGIN OF SAID FOUND MONUMENTS ARE UNKNOWN UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE LABELED.
- ALL SET REBAR IS A 24" REBAR WITH A YELLOW CAP STAMPED "SBA INC FIRM 0101"
- REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS.
A. AUTUMN VIEW SUBDIVISION PLAT CABINET C, ENVELOPE 80.
B. DRAGOO SURVEY BLEDSOE TAPP & RIGGERT, INST 1999022132.
C. LUTES SUBDIVISION PLAT CABINET D ENVELOPE 81.
D. PLEASANT VIEW ADDITION
E. BLOOMINGTON INDUSTRIAL COMPLEX SURVEY BY TH SCHNIDER CORP. DATED JULY 25, 2002.
F. THOMPSON BOUNDARY SURVEY BY THIS FIRM JOB #4478 DATED JANUARY 19, 2009.



OSAGE PLACE SUBDIVISION
PHASE 1 FINAL PLAT

LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE SOUTHWEST CORNER OF SAID QUARTER, THENCE NORTH 00 DEGREES 55 MINUTES 14 SECONDS WEST (INDIANA STATE PLANE, WEST ZONE) ALONG THE WEST LINE OF AUTUMN VIEW (PLAT CABINET "C", ENVELOPE 80) 529.41 TO THE SOUTHWEST CORNER OF LAND CONTAINED IN INSTRUMENT 2015014872 AND TO THE POINT

OF BEGINNING, THENCE NORTH 02 DEGREES 28 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID LAND AND THE EXTENSION THEREOF 880.91 FEET TO THE SOUTH LINE OF THE ELECTRIC TRANSMISSION LINE EASEMENT (BOOK 120, PAGE 600); THENCE NORTH 72 DEGREES 07 MINUTES 44 SECONDS EAST ALONG SAID SOUTH LINE 197.86 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 16 SECONDS EAST 105.65 FEET; THENCE NORTHEAST 16.70 ON A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET BEING SUBTENDED BY A LONG CHORD BEARING NORTH 85 DEGREES 44 MINUTES 58 SECONDS EAST AND A DISTANCE OF 16.69 FEET; THENCE SOUTH 06 DEGREES 01 MINUTES 20 SECONDS EAST 60.00 FEET; THENCE SOUTHWEST 12.80 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET BEING SUBTENDED BY A LONG CHORD BEARING SOUTH 85 DEGREES 05 MINUTES 19 SECONDS WEST AND A DISTANCE OF 12.80 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 44 SECONDS EAST 384.15 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 16 SECONDS EAST 21.19 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 44 SECONDS EAST 44.00 FEET; THENCE SOUTH 87 DEGREES 31 MINUTES 16 SECONDS WEST 21.19 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 44 SECONDS EAST 210.00 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 16 SECONDS EAST 124.74 FEET; THENCE SOUTHEAST 117.93 FEET WITH A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET BEING SUBTENDED BY A LONG CHORD BEARING SOUTH 51 DEGREES 38 MINUTES 45 SECONDS EAST AND A DISTANCE OF 115.83 FEET TO THE NORTH LINE OF THE AFORESAID AUTUMN VIEW; THENCE NORTH 88 DEGREES 00 MINUTES 31 SECONDS WEST ALONG SAID NORTH LINE 517.98 FEET TO THE POINT OF BEGINNING, CONTAINING 5.344 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA.

DATED SEPTEMBER 01, 2021

TODD M. BORGMAN
REGISTERED LAND SURVEYOR NO. 21200021
STATE OF INDIANA

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. (TODD BORGMAN)

SURVEYOR'S REPORT

JOB NUMBER: 6183
TYPE OF SURVEY: RETRACEMENT
CLASS OF SURVEY: SUBURBAN SURVEY (865 IAC 1-12)
FIELD WORK COMPLETED: OCTOBER 06, 2020
LOCATION OF SURVEY: 2707 S ROGERS STREET, BLOOMINGTON, INDIANA

IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12 (RULE 12) OF THE INDIANA ADMINISTRATIVE CODE (IAC), THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE UNCERTAINTY IN THE POSITION OF THE LINES AND CORNERS ESTABLISHED AND/OR REESTABLISHED ON THIS SURVEY AS A RESULT OF:

- AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS;
- CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S) USED AND/OR THE ADJOINER'S DESCRIPTIONS; AND
- OCCUPATION OR POSSESSION LINES.
- MEASUREMENTS (RELATIVE POSITIONAL ACCURACY)

NOTE: THERE MAY EXIST UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES.

- 1) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS**
MONUMENTS USED IN PERFORMANCE OF THIS SURVEY ARE LABELED HEREON, UP TO 1.0 FEET OF UNCERTAINTY.
- 2) CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S)**
NONE
- 3) OCCUPATION OR POSSESSION LINES**
POSSESSION LINES AT THE TIME OF THE SURVEY ARE LABELED HEREON, UP TO 6.7 FEET OF UNCERTAINTY.
- 4) MEASUREMENTS (RELATIVE POSITIONAL ACCURACY)**
SUBURBAN SURVEY (+/- 0.13 FOOT PLUS 100 PARTS PER MILLION) AS DEFINED IN 865 IAC 1-12, EFFECTIVE MAY 4, 2006.

THEORY OF LOCATION
FOUND MONUMENTS FROM THE JOHN WALKER SUBDIVISION WERE HELD FOR THE NORTH LINE. THE AS-BUILT CENTERLINE OF ROGERS STREET WAS HELD. THE SOUTH LINE OF SECTION 8 WAS ESTABLISHED FROM PREVIOUS SURVEYS.

LEGEND

- RR SPIKE
- STONE
- REBAR
- IRON PIPE
- MAG NAIL
- FRB FOUND REBAR
- SRB SET REBAR
- FND FOUND
- BG BELOW GRADE
- AG ABOVE GRADE
- BSL BUILDING SETBACK LINE
- DE DRAINAGE EASEMENT
- UE UTILITY EASEMENT
- D & UE DRAINAGE AND UTILITY EASEMENT

SETBACKS

FRONT YARD SETBACK = 15 FT
CARPORT/GARAGE = 10 FT
REAR YARD SETBACK = 20 FT
SIDE YARD SETBACK = 5 FT MIN.

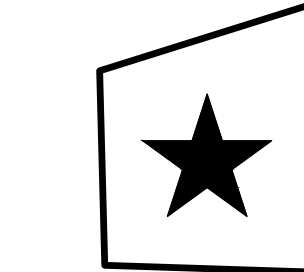
ALL LOTS ARE FOR SINGLE FAMILY USE AND ZONED THOMPSON PUD

BASIS OF BEARINGS:
INDIANA STATE PLANE, WEST ZONE
VERTICAL DATUM: NAVD 88

OWNER/SUBDIVIDER

HABITAT FOR HUMANITY OF MONROE COUNTY INC.
213 E KIRKWOOD AVE.
BLOOMINGTON, IN 47408
812-331-4069
INST 2019017484
53-08-08-100-115.000-009

PERRY TOWNSHIP
SECTION 8
TOWNSHIP 8 NORTH
RANGE 1 WEST



LOCATION MAP

★ PROJECT LOCATION



Board of Public Works Staff Report

Project/Event: Approve Public Improvements Bond Estimate for Sudbury Parcel O Phase 2 Section 4

Staff Representative: Emily Herr

Petitioner/Representative: Joe Kemp Construction
Katie Stein, Smith Design Group

Date: 1/4/2022

Report: The project named Summit Woods located at 2400 S Adams Street has started installing the continuation of West Ezekiel Drive and Adams Street Extension under Sudbury Parcel O Phase 2 Section 4. This phase of the project will also include public sidewalks, public side paths, street trees, and water, storm, and sanitary infrastructure throughout this phase of the site. These public improvements will be made public once they are built to City standards and accepted by the City. A public improvements bond is required to cover the installation of public improvements and be not less than one-hundred and twenty-five percent of the approved estimate of the total improvement construction cost of the project. The Board of Public Works approves the bond estimate for the public improvements and if approved, the bond will be secured by the petitioner. This phase of the site is required to have a grading permit issued for continued site grading and construction.

The secondary plat for Phase 2 Section 4 of the Sudbury Parcel O Subdivision was approved by the Plan Commission on December 13, 2021 under case # DP-35-21. The secondary plat was approved for the subdivision of 12.662 acres for 9 single family lots and 2 common area lots in a Planned Unit Development (PUD) zoning district. This was approved per terms and conditions of Plan Commission Case #PUD-80-98 and #DP-22-19.

The bond estimate was reviewed and found to be acceptable by City staff. A performance bond estimate for \$488,349 has been provided for Board Approval.

BOND ESTIMATE

*SUMMIT WOODS**BLACKWELL CONTRACTORS LLC**PHASE 2 SECTION 4 - Plat Bond Estimate*

Job No. 5121

SMITH DESIGN GROUP, INC

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Common Excavation	1200	CYD	\$8.00	\$9,600.00
2	HMA 1" Surface for Roadways	115	TONS	\$100.00	\$11,500.00
3	HMA 3" Base for Roadways	343	TONS	\$71.00	\$24,353.00
4	Compacted Aggregate Base, No. 53, Type "O", 7" for Roadways	343	TONS	\$24.00	\$8,232.00
5	HMA 1.25" Surface for Asphalt Path	27	TONS	\$250.00	\$6,750.00
6	HMA 2" Base for Asphalt Path	43	TONS	\$110.00	\$4,730.00
7	Compacted Aggregate Base, No. 53, Type "O", 6" for Asphalt Paths	128	TONS	\$37.00	\$4,736.00
8	Concrete Roll Curb, 2'	1634	LFT	\$30.00	\$49,020.00
9	Concrete Sidewalk, 4"	1077	SYS	\$34.00	\$36,618.00
10	Compacted Aggregate Base, No. 53, Type "O", 6" for Sidewalks	237	TONS	\$26.00	\$6,162.00
11	Accessible Ramp, Perpendicular with Warning Element	4	EA	\$1,200.00	\$4,800.00
12	Street Trees	53	EA	\$450.00	\$23,850.00
13	Street Signs	1	LSUM	\$2,500.00	\$2,500.00
14	Storm Roll Curb Inlet, 24" X 30" Box, AE 7495	14	EACH	\$1,800.00	\$25,200.00
15	Storm Yard Inlet, 30" X 30" Box, 6124	1	EACH	\$2,000.00	\$2,000.00
16	Storm Manhole, 4' dia, 2'-5', AE 1022-1	1	EACH	\$2,300.00	\$2,300.00
17	Pipe, HDPE N-12, 12"	336	LFT	\$27.00	\$9,072.00
18	Pipe, HDPE N-12, 18"	94	LFT	\$30.00	\$2,820.00
19	Pipe, HDPE N-12, 24"	225	LFT	\$35.00	\$7,875.00
20	Pipe End Sections, 24"	3	EACH	\$450.00	\$1,350.00
21	Pipe Main, DUCTILE IRON, 8"	828	LFT	\$100.00	\$82,800.00
22	Service Laterals, 1"	77	LFT	\$68.00	\$5,236.00
23	Service Laterals, 1.5"	149	LFT	\$81.00	\$12,028.50
24	Fire Hydrant Assembly	1	EACH	\$5,500.00	\$5,500.00
25	Gate Valve, 8"	2	EACH	\$1,800.00	\$3,600.00
26	Air Release Valve, 8"	1	EACH	\$1,800.00	\$1,800.00
27	Standard Manhole, Sanitary, 4'-8'	1	EACH	\$3,600.00	\$3,600.00
28	Pipe, SDR 35 PVC, Sanitary Sewer, 8"	377	LFT	\$60.00	\$22,620.00
29	Lateral, 6"	271	LFT	\$37.00	\$10,027.00
30					\$0.00
				Subtotal	\$390,679.50
				25% Bonding Total	\$97,669.88
				Total Cost Estimate	\$488,349



OWNERS/SUBDIVIDERS

JOE KEMP CONSTRUCTION LLC
5458 N 1200 E
LOGOOTE, IN 47553
(812) 486-8558

DESIGNER & SURVEYOR

SMITH DESIGN GROUP INC.
2755 E CANADA DR. STE 101
BLOOMINGTON, IN 47401
(812) 336-6536

SETBACK TABLE

ZONE
PUD (PLANNED UNIT DEVELOPMENT)

FRONT - 15'
SIDE - 8'
REAR - 25'

LOT ADDRESS TABLE	
LOT	ADDRESS
4	1721 W EZEKIEL DRIVE
5	1727 W EZEKIEL DRIVE
6	1733 W EZEKIEL DRIVE
7	1762W EZEKIEL DRIVE
8	1756 W EZEKIEL DRIVE
9	1750 W EZEKIEL DRIVE
10	1744 W EZEKIEL DRIVE
11	1738 W EZEKIEL DRIVE
12	1732 W EZEKIEL DRIVE

SUMMIT WOODS PHASE 2 SECTION 4 FINAL PLAT

**SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 1 W
PERRY TOWNSHIP, MONROE COUNTY, INDIANA**

LEGAL DESCRIPTION

[illegible]

SURVEYOR'S CERTIFICATE

THIS CERTIFICATION DOES NOT TAKE INTO CONSIDERATION ADDITIONAL FACTS THAT AN ACCURATE AND CORRECT TITLE SEARCH AND/OR EXAMINATION OR FIELD SURVEY MIGHT DISCLOSE.
EVIDENCE OF EASEMENTS HAVE NOT BEEN LOCATED IN THE FIELD AND ARE NOT SHOWN ON THIS SURVEY DRAWING.
THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA.

DATED SEPTEMBER 23, 2021

TODD M. BORGMAN, PS
REGISTERED LAND SURVEYOR NO. 21200021
STATE OF INDIANA

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. (TODD BORGMAN)

PLANNING AND TRANSPORTATION

UNDER THE AUTHORITY INDIANA CODE 36-7-4 700 SERIES, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON AS FOLLOWS:

APPROVED BY THE CITY PLANNING AND TRANSPORTATION AT A

MEETING HELD _____, 2021.

SCOTT ROBINSON, DIRECTOR

OWNER

JOE KEMP CONSTRUCTION LLC, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO PARCELS IN ACCORDANCE WITH THIS PLAT. THE WITHIN PLAT SHALL BE KNOWN AS SUMMIT WOODS PHASE 2 SECTION 4 FINAL PLAT.

THERE ARE STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "EASEMENT". BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERECTED OR MAINTAINED IN THESE STRIPS.

THESE ARE BUILDING SETBACKS LINES ESTABLISHED BY THIS PLAT. BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERECTED OR MAINTAINED BETWEEN SAID LINES AND THE PROPERTY LINES.

WITNESS MY HAND THIS _____ DAY OF _____, 2021.

STATE OF INDIANA)SS

COUNTY OF _____)

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PERSONALLY APPEARED JOE KEMP, PERSONALLY KNOWN TO ME TO BE A MANAGING MEMBER OF JOE KEMP CONSTRUCTION LLC, OWNERS OF THE DESCRIBED REAL ESTATE, AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING SUBDIVISION OF THE REAL ESTATE AS SHOWN AS A VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2021.

MY COMMISSION EXPIRES: _____

_____, NOTARY PUBLIC

A RESIDENT OF _____ COUNTY

UTILITY EASEMENT

- SHALL ALLOW BOTH PRIVATE AND PUBLIC UTILITY PROVIDERS ACCESS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, REPAIR, OR REMOVAL OF UTILITY FACILITIES.
- PROHIBITS THE PLACEMENT OF ANY UNAUTHORIZED OBSTRUCTION WITHIN THE EASEMENT AREA UNLESS AUTHORIZED BY THE CITY UTILITIES DEPARTMENT AND THE EASEMENT HOLDER(S).
- GRANTS THE CITY THE RIGHT TO CONSTRUCT, ALTER, REPAIR, MAINTAIN, OR REMOVE IMPROVEMENTS WITHIN THE EASEMENT AREA.
- PROHIBITS THE PLACEMENT OF ANY OBSTRUCTION WITHIN THE PEDESTRIAN EASEMENT.

CONSERVANCY EASEMENT

PROHIBITS ANY LAND-DISTURBING ACTIVITIES INCLUDING THE PLACEMENT OF A FENCE, OR ANY OTHER TYPE OF BARRIER, OR ANY OTHER COVERING, THAT COULD PREVENT OR DELAY THE REMOVAL OF DEAD OR DISEASED TREES THAT POSE A SAFETY RISK OR IMPEDE DRAINAGE AS WELL AS ALLOWING THE REMOVAL OF EXOTIC OR INVASIVE SPECIES, ONLY AFTER THE REMOVAL OF ALL EXOTIC OR INVASIVE SPECIES HAS BEEN COMPLETED. ALL CONSERVATION EASEMENTS SHALL BE IDENTIFIED WITH PUBLIC SIGNS LOCATED ALONG THE BOUNDARY OF THE EASEMENT. PUBLIC SIGNS SHALL BE PLACED AT INTERVALS OF NO MORE THAN 200 FEET, AND AT EACH CORNER OF THE EASEMENT. A MINIMUM OF ONE PUBLIC SIGN IN AN AREA A MINIMUM OF ONE PUBLIC SIGN IS REQUIRED, REGARDLESS OF EASEMENT SIZE. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING REQUIRED SIGNS.

ALLOWS, IN CASES WHERE REMOVAL OF EXOTIC OR INVASIVE SPECIES IS PROPOSED, THE RESTORATION OF DISTURBED AREAS WITH NATIVE PLANT MATERIAL. WRITTEN APPROVAL FROM THE PLANNING AND TRANSPORTATION DEPARTMENT IS REQUIRED PRIOR TO ANY PROPOSED RESTORATION.

TREE PRESERVATION EASEMENT

PROHIBITS THE REMOVAL OF ANY TREE OVER SIX INCHES DIAMETER WITHIN THE EASEMENT AREA. THE REMOVAL OF DEAD OR DISEASED TREES THAT POSE A SAFETY RISK AS WELL AS ALLOWING THE PROPOSED EXCITIC OR INVASIVE SPECIES, ONLY AFTER FIRST OBTAINING WRITTEN APPROVAL FROM THE PLANNING AND TRANSPORTATION DEPARTMENT.

ALL PUBLIC SIGNS IDENTIFIED WITH PUBLIC SIGNS LOCATED ALONG ALL THE BOUNDARY OF THE EASEMENT. PUBLIC SIGNS SHALL BE PLACED AT INTERVALS OF NO MORE THAN 200 FEET, AND EACH PUBLIC SIGN SHALL BE A MAXIMUM OF ONE- AND ONE-HALF SQUARE FEET. A MINIMUM OF TWO PUBLIC SIGNS SHALL BE PLACED AT EACH END OF THE EASEMENT. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING REQUIRED SIGNAGE.

IN CASES WHERE REMOVAL OF EXOTIC OR INVASIVE SPECIES IS PROPOSED, THE RESTORATION OF THE AREA WITH NATIVE PLANT MATERIAL, WRITTEN APPROVAL FROM THE PLANNING AND TRANSPORTATION DEPARTMENT IS REQUIRED PRIOR TO ANY PROPOSED RESTORATION.

KARST CONSERVANCY EASEMENT

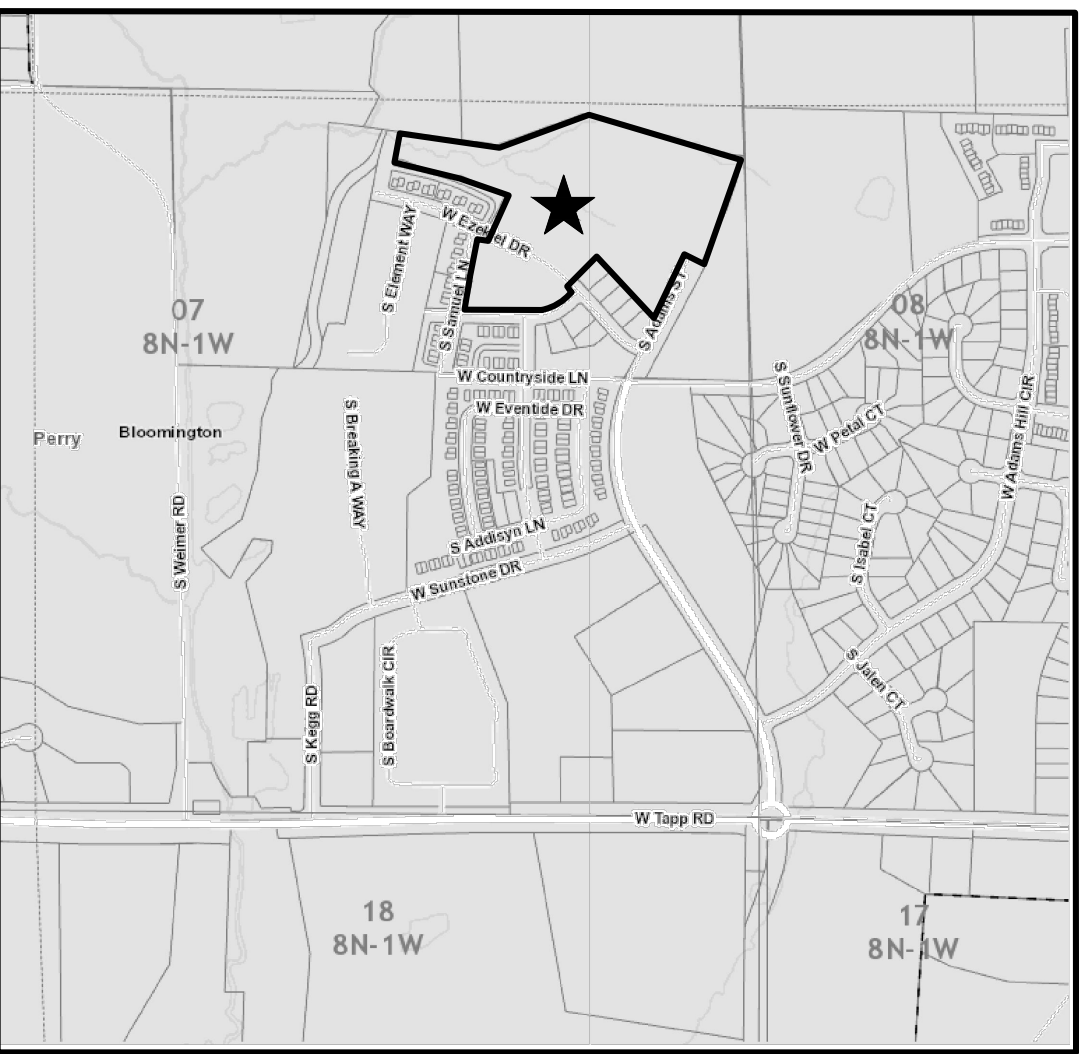
PROHIBITS ANY LAND-DISTURBING ACTIVITIES, INCLUDING THE PLACEMENT OF A FENCE, WITHIN THE EASEMENT AREA. ANY SUCH ACTIVITY SHALL BE PROHIBITED UNLESS THE CITY ENGINEER FIRST ALLOWS THE REMOVAL OF DEAD OR DISEASED TREES THAT POSE A SAFETY RISK OR IMPEDE DRAINAGE AS WELL AS ALLOWING THE REMOVAL OF EXOTIC OR INVASIVE SPECIES, ONLY AFTER FIRST OBTAINING WRITTEN APPROVAL FROM THE PLANNING AND TRANSPORTATION DEPARTMENT. IF THE CITY ENGINEER DETERMINES THAT THE PROPERTY OWNER MUST ENTER THE EASEMENT AND ALTER OR REPAIR THE KARST FEATURE.

ALL KARST CONSERVATION EASEMENTS SHALL BE IDENTIFIED WITH PUBLIC SIGNS LOCATED ALONG THE BOUNDARY OF THE EASEMENT. PUBLIC SIGNS SHALL BE PLACED AT INTERVALS OF NO MORE THAN 100 FEET, AND AT THE BEGINNING AND END OF EACH 100-FOOT INTERVAL. NO SIGNS ARE REQUIRED IN AREA A. MINIMUM OF ONE PUBLIC SIGN IS REQUIRED, REGARDLESS OF EASEMENT SIZE. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING REQUIRED SIGNAGE.

-ANY USE OF PESTICIDES, HERBICIDES, OR FERTILIZERS IS PROHIBITED WITHIN THE EASEMENT AREA.

-ALLOW, IN CASES WHERE REMOVAL OF EXOTIC OR INVASIVE SPECIES IS PROPOSED, THE RESTORATION OF

ALL AREAS WITH NATIVE PLANT MATERIAL. WRITTEN APPROVAL FROM THE PLANNING AND TRANSPORTATION DEPARTMENT IS REQUIRED PRIOR TO ANY PROPOSED RESTORATION.



VICINITY MAP
NOT TO SCALE

Smith Design Group, Inc.

S Smith Design Group, Inc.
2755 E. Canada Dr., Ste. 101
Bloomington, Indiana, 47401
P: 812-336-6536
W: smithdgcinc.com
Job: 5124

Date: 11/23/21 Page: 1/1

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