

Board of Public Works Meeting

February 01, 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/8358777380?pwd=anQ2YUJERTVvMUFBK2haTTFGTUZCQT09>

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

AGENDA
BOARD OF PUBLIC WORKS
February 01, 2022

A Regular Meeting of the Board of Public Work will be held Tuesday, February 01, 2022 at 5:30 p.m. via **Zoom** by using the following link:

<https://bloomington.zoom.us/j/83587777380?pwd=anQ2YUJERTVvMUFBK2haTTFGTUZCQT09>

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**
 - 1. Appeal Notice of Violation for Right-of-Way Use along E. 14th Street and N. Dunn Street from Landmark Construction
- III. CONSENT AGENDA**
 - 1. Approval of Minutes January 18, 2022
 - 2. Bonding Agreement with Indiana University
 - 3. Environmental Indemnification Agreement for 201 W. 17th Street Right-of-Way Acquisition
 - 4. Environmental Indemnification Agreement for 401 W. 17th Street Right-of-Way Acquisition
 - 5. Addendum #1 to Contract with MSI for Security Patrols at Parking Garages
 - 6. Service Agreement with Office Pride for Parking Services
 - 7. Renewal of Contract with ParkMobile for Parking Meter Services
 - 8. Approval of Payroll
- IV. NEW BUSINESS**
 - 1. Change Order #3 for the Downtown Curb Ramp Improvements Phase II Project
 - 2. Change Order #3 for the 17th and Dunn Intersection Improvements Project
 - 3. Change Order #2 for the 3rd and Indiana Signal Replacement Project
- V. STAFF REPORTS & OTHER BUSINESS**
- VI. APPROVAL OF CLAIMS**
- VII. 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.



Board of Public Works Staff Report

Project/Event: Appeal of Notice of Violation Issued for Violation of Right of Way Use Chapter 12.08

Staff Representative: Paul Kehrberg, Engineering Department

Petitioner/Representative: **Landmark Construction**

Date: February 1st, 2022

Report: Landmark Construction is appealing the fine totaling \$25,300, issued within the Notice of Violation (NOV), by the Engineering Department, dated 1/18/2022.

Staff observed that the temporary patches and overall condition of E 14th St was in poor condition due to the ongoing work at The Standard. Staff had previously reached out on December 15th, 2021 to express concern about the condition of the road.

Staff observed that the approved maintenance of traffic (MOT) for pedestrians had not been followed. This included signs and barricades to denote the closure and pedestrian detour, as well as a crosswalk being installed at E 14th and N Dunn.

On December 30th, 2021 staff issued a Notice of Violation (NOV) for *Failure to maintain approved maintenance of traffic plan, including but not limited to, maintaining compliant traffic control devices, Failure to repair damage to right of way following excavation, and Failure to comply with City Standards and Specifications for right of way repairs*. Staff issued a subsequent NOV, highlighting the signs and barricades, on January 7th, 2022. Landmark Construction has paid both of these previous fines in full.



NOTICE OF VIOLATION

Date: December 30, 2021 Time: 2:00 PM Address/location: E 14th St-Walnut to Dunn

☐ **BMC 12.08.020 Right of Way Closure or Excavation without a permit.** Any person closing, prohibiting access to, digging, cutting or excavating on or causing the same to be made in pavements or adjacent to pavements shall take out a right-of-way use permit as required by this chapter. A person shall not begin the aforementioned activities until a right-of-way use permit has been duly granted as provided in this chapter. The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff. See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine Due: \$500.00 ☐ Warning (No fine due at this time)

☒ **BMC 12.08.140 Failure to repair damage to right of way following excavation.** After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer. See BMC 12.10.040(c) for right of way use violation fines.

☒ Fine Due: \$100.00 ☐ Warning (No fine due at this time)

☒ **BMC 12.08.140 Failure to comply with City standards and specifications for right of way repairs.** After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer. See BMC 12.10.040(c) for right of way use violation fines.

☒ Fine Due: \$100.00 ☐ Warning (No fine due at this time)

☐ **BMC 12.08.050(2)(f) Right of way use without approved maintenance of traffic plan.** Any person desiring to close, prohibit access to, or make any opening or excavation shall file with the transportation and traffic engineer, or their designees, a maintenance of traffic plan that is compliant with the Manual on Uniform Traffic Control Devices (MUTCD). See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine Due: \$500.00 ☐ Warning (No fine due at this time)

☒ **BMC 12.08.100 and 12.08.110 Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices.** Deviation from or failure to maintain approved traffic control plans including, but not limited to, maintaining compliant traffic control devices and/or pedestrian walkarounds shall be considered a violation and shall be subject to penalty. See BMC 12.10.040(c) for right of way use violation fines.

☒ Fine Due: \$500.00 ☐ Warning (No fine due at this time)

☐ **BMC 12.08.020 Failure to have permit on site.** The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff. See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine Due: \$100.00 ☐ Warning (No fine due at this time)

BMC 12.08.020 Failure to reopen right of way per approved dates for right of way use permit. Any person closing, prohibiting access to, digging, cutting or excavating on or causing the same to be made in pavements or adjacent to pavements shall apply for a right-of-way use permit as required by this chapter. A person shall not begin the aforementioned activities until a right-of-way use permit has been duly granted as provided in this chapter.

Fine Due: \$250.00 ☐ Warning (No fine due at this time)

Comments: On Wednesday 12/29/2021, staff observed a lack of signs identifying the pedestrian detour route. No sidewalk closure signs or barricades required by the approved maintenance of traffic plan for General Construction Activity were present. Additionally, the required crosswalk pavement markings were not installed as identified on the approved maintenance of traffic plan. The missing signs and barricades need to be installed per the approved plans immediately, by the end of the day Friday, 12/31/2021. The missing crosswalk pavement markings needs to be installed by the end of the day Friday 1/7/2022.

Additionally, there are two street cuts in the westbound lane of E 14th St which are still gravel. The other street cuts are in very poor condition. Condition 12 on the Grading Permit states "temporary utility trench pavement" is acceptable, however, the applicant shall be responsible for all maintenance of the roadway while the temporary pavement is in place. Repairs must also be made in a timely manner when request by City staff. Staff previously sent an email about the condition of the pavement on 12/15/2021. This needs to be corrected by the end of the day Friday 1/7/2022.

Owner or Company Name: Landmark Urban Construction

Address: 315 Oconee St.

City: Athens State: GA Zip Code: 30601

Issued by: Paul Kehrberg Mail Copy to Owner: December 30, 2021



**City of Bloomington
Engineering Department**

December 30, 2021

Landmark Urban Construction
C/O Matt Mitchell
315 Oconee St.
Athens, GA 30601

Re: **Notice of Violation**
BMC Chapter 12.08 Use of the Right of Way, Section 12.08.100 (*Fine*)
BMC Chapter 12.08 Use of the Right of Way, Section 12.08.140 (*Fine*)
BMC Chapter 12.08 Use of the Right of Way, Section 12.08.140 (*Fine*)

Dear Mr. Mitchell,

This letter serves as a Notice of Violation of **Chapter 12.08 Use of the Right of Way: Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but limited to, maintaining compliant traffic control devices], Section 12.08.140 [Failure to repair damage to right of way following excavation], and Section 12.08.140 [Failure to comply with City Standards and specifications for right of way repairs]** of the Bloomington Municipal Code in the public right-of-way along East 14th Street from North Walnut Street to the N Dunn Street (“*Property*”) on 12/29/2021. Records show that you are the contractor performing the work at the Property.

On Wednesday 12/29/2021, staff observed a lack of signs identifying the pedestrian detour route. No sidewalk closure signs or barricades required by the approved maintenance of traffic plan for General Construction Activity were present. Additionally, the required crosswalk pavement markings were not installed as identified on the approved maintenance of traffic plan. The missing signs and barricades need to be installed per the approved plans immediately, by the end of the day Friday, 12/31/2021. The missing crosswalk pavement markings needs to be installed by the end of the day Friday 1/7/2022.

Additionally, there are two street cuts in the westbound lane of E 14th St which are still gravel. The other street cuts are in very poor condition. Condition 12 on the Grading Permit states “temporary utility trench pavement” is acceptable, however, the applicant shall be responsible for all maintenance of the roadway while the temporary pavement is in place. Repairs must also be made in a timely manner when request by City staff. Staff previously sent an email about the condition of the pavement on 12/15/2021. Please advise staff on the proposed corrections to the temporary pavement patches to ensure they are relatively smooth. We will need to approve the proposed corrections and also approve the maintenance of traffic plan and dates prior to work starting. The corrections need to be made by the end of the day 1/7/2022.

Staff will also need to review a revised maintenance of traffic plan showing your construction entrances given observations of up to six entrances being used at once despite none clearly being illustrated on your maintenance of traffic plan and not more than a couple per project phase on your

approved SWPP. The Planning and Transportation Department, who issued the grading permit, typically only allows one construction entrance to be used at a time and the City of Bloomington Utilities (CBU) Department identified concerns with erosion control that may be related to the project's construction entrances. We will need to receive a revised maintenance of traffic plan that clearly illustrates the project's construction entrances for consideration no later than the end of the day 1/7/2022 or this concern may also be subject to additional violations.

In accordance with **BMC Chapter 12.08 Use of the Right of Way, Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]**:

Traffic control plans for all streets, sidewalks, bike lanes or other city right-of-way within the city shall be made in compliance with the Indiana Manual on Uniform Traffic Control Devices. Other specific safety precautions may be required by the transportation and traffic engineer, or their designees. All proper traffic control devices including but not limited to barricades, signage, lights, temporary markings, cones, and other safety precautions shall be maintained by the party to whom the permit was issued under the provisions of this chapter until construction has been inspected and approved by the transportation and traffic engineer, or their designees.

In accordance with **BMC Chapter 12.08 Use of the Right of Way, Section 12.08. 140 [Failure to repair damage to right of way following excavation]**

After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer.

In accordance with **BMC Chapter 12.08 Use of the Right of Way, Section 12.08. 140 [Failure to comply with City Standards and specifications for right of way repairs]**

After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer.

According to **BMC Chapter 12.10 ENFORCEMENT AND PENALTIES**, a violation of **BMC Chapter 12.08 Use of the Right of Way, Section 12.08.100** is subject to an initial five-hundred dollar (\$500.00) fine. Each violation of **Chapter 12.08 Use of the Right of Way, Section 12.08.140** is subject to an initial one-hundred dollar (\$100.00) fine.

According to **BMC Chapter 12.08 Use of the Right of Way, Section 12.10.040(b)**:

The following violations of this title shall be subject to the fines listed in the table below for the first offense. In addition, if a responsible party commits a second or subsequent violation of the same provision within three years of the first such violation, regardless of whether the second or subsequent violation is on the same property as the first such violation, the listed fine for such second or subsequent offense shall be twice the previous fine, subject to the maximum set forth in subsection (a) above. (For example, a violation

that is subject to a one hundred dollar fine per the table will be subject to a two hundred dollar fine for the second offense, a four hundred dollar fine for the third offense, and so forth.)

Each day a violation is allowed to continue is considered an additional and separate violation. Subsequent violations are twice the previous fine, up to a maximum daily fine of seven thousand, five hundred dollars (\$7,500).

As a result of these violations, pursuant to **BMC Chapter 12.08 Use of the Right of Way, Section 12.10.040 Landmark Urban Construction** is hereby assessed a fine of *seven hundred dollar (\$700.00)* for the violations of with **12.08 Use of the Right of Way, Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]**, **Section 12.08.140 [Failure to repair damage to right of way following excavation]**, and **Section 12.08.140 [Failure to comply with City Standards and specifications for right of way repairs]**

Remedies:

1. Install all of the pedestrian detour and sidewalk closed signs and barricades as shown on the General Construction Activity Maintenance of Traffic MOT plan by the end of the day (EOD) on 12/31/2021.
2. Install marked crosswalks at the intersection of Dunn and 14th as shown on the MOT plan by EOD on 1/7/2022.
3. Provide the City with the plan for corrective action for the unrepaired road cuts and the temporary pavement patches. Once approved by City staff, implement the corrections by EOD on 1/7/2022.
4. Provide a revised MOT plan for City staff review showing the construction entrances by EOD on 1/7/2022.

If you dispute the City's assertion that the property is in violation of the above referenced sections of BMC Chapter 12.08 Use of the Right of Way, you may file an appeal with the City's Board of Public Works. Said appeal shall be filed with the Public Works Department within seven (7) days of the order, requirement, decision or determination that is being appealed.

Failure to resolve this violation within the aforementioned timeframes may result in further enforcement action. The fine amount shall be paid to the City of Bloomington. All fines may be contested in the Monroe County Circuit Courts.

Please contact the Engineering Department at engineering@bloomington.in.gov or 812-349-3913 with any questions or concerns.

Sincerely,



Paul Kehrberg
Engineering Field Specialist

Enclosures: (2)

CC: Andrew Cibor, City Engineer and Director, Engineering Department
Jacquelyn Moore, Assistant City Attorney



Photo 1: Intersection of Dunn and 14th showing lack of pedestrian signage and marked crosswalks. 12/29/2021



Photo 2: Temporary gravel patch on 14th Street. 12/29/2021



Photo 3: Noncompliant temporary pavement patches. 12/29/2021



Photo 4: Noncompliant temporary pavement patches. 12/29/2021



Photo 5: Lack of pedestrian detour signage. 12/30/2021



**City of Bloomington
Engineering Department**

January 7, 2022

Landmark Urban Construction
C/O Matt Mitchell
315 Oconee St.
Athens, GA 30601

Landmark Urban Construction
C/O Eric Schulte
412 W. College Ave
State College, PA 16801

Re: **Notice of Violation**
BMC Chapter 12.08 Use of the Right of Way, Section 12.08.100 (Fine)

Dear Landmark Urban Construction,

This letter serves as a Notice of Violation of **Chapter 12.08 Use of the Right of Way: Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but limited to, maintaining compliant traffic control devices]**, of the Bloomington Municipal Code in the public right-of-way along East 14th Street from North Walnut Street to the N Dunn Street ("Property") on 1/7/2022. Records show that you are the contractor performing the work at the Property.

On Wednesday 12/29/2021, staff observed a lack of signs identifying the pedestrian detour route. No sidewalk closure signs required by the approved maintenance of traffic plan for General Construction Activity were present. A Notice of Violation was issued on December 30th, 2021 indicating that this needed to be corrected immediately, by the end of the day Friday, 12/31/2021. As of 11am on January 7th, 2022, no action had been taken.

The follow issues have also been indicated as violations in the Notice of Violation sent on December 30th, 2021. As of 11am on January 7th, 2022 they remain in violation, however the remedy deadlines listed in the Notice of Violation sent on December 30th, 2021 provide Landmark Construction until the end of day January 7th, 2022 to bring them into compliance and have therefore not accrued additional fines.

Additionally, there are two street cuts in the westbound lane of E 14th St which are still gravel. The other street cuts are in very poor condition. Condition 12 on the Grading Permit states "temporary utility trench pavement" is acceptable; however, the applicant shall be responsible for all maintenance of the roadway while the temporary pavement is in place. Repairs must also be made in a timely manner when request by City staff. Staff previously sent an email about the condition of the pavement on 12/15/2021.

Please advise staff on the proposed corrections to the temporary pavement patches to ensure they are relatively smooth. We will need to approve the proposed corrections and also approve the

maintenance of traffic plan and dates prior to work starting. The corrections need to be made by the end of the day 1/7/2021.

Staff will also need to review a revised maintenance of traffic plan showing your construction entrances. The Planning and Transportation Department, who issued the grading permit, only allows one construction entrance to be used at a time. We will need to review the plan for approval.

In accordance with BMC Chapter 12.08 Use of the Right of Way, Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]:

Traffic control plans for all streets, sidewalks, bike lanes or other city right-of-way within the city shall be made in compliance with the Indiana Manual on Uniform Traffic Control Devices. Other specific safety precautions may be required by the transportation and traffic engineer, or their designees. All proper traffic control devices including but not limited to barricades, signage, lights, temporary markings, cones, and other safety precautions shall be maintained by the party to whom the permit was issued under the provisions of this chapter until construction has been inspected and approved by the transportation and traffic engineer, or their designees.

According to **BMC Chapter 12.10 ENFORCEMENT AND PENALTIES**, a violation of **BMC Chapter 12.08 Use of the Right of Way, Section 12.08.100** is subject to an initial five-hundred dollar (\$500.00) fine.

According to **BMC Chapter 12.08 Use of the Right of Way, Section 12.10.040(b)**:

The following violations of this title shall be subject to the fines listed in the table below for the first offense. In addition, if a responsible party commits a second or subsequent violation of the same provision within three years of the first such violation, regardless of whether the second or subsequent violation is on the same property as the first such violation, the listed fine for such second or subsequent offense shall be twice the previous fine, subject to the maximum set forth in subsection (a) above. (For example, a violation that is subject to a one hundred dollar fine per the table will be subject to a two hundred dollar fine for the second offense, a four hundred dollar fine for the third offense, and so forth.)

Each day a violation is allowed to continue is considered an additional and separate violation. Subsequent violations are twice the previous fine, up to a maximum daily fine of seven thousand, five hundred dollars (\$7,500).

As a result of these violations, pursuant to **BMC Chapter 12.08 Use of the Right of Way, Section 12.10.040 Landmark Urban Construction** is hereby assessed a fine of *seven thousand dollars (\$7,000.00)* for the violations of with **12.08 Use of the Right of Way, Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]**. *This is the second Notice of Violation letter sent to Landmark Construction establishing remedies and deadlines to come into compliance. All violations remained unresolved as of 11am January 7th, 2022. Failure to come into compliance on issues by the deadlines indicated in the Remedies section of the Notice of Violation sent on December 30th, 2021 will result in continued fines being issued. Note: This fine amount is in addition to the*

seven hundred dollar (\$700) fine included in the NOV issued on 12/30/2021, which encompassed fines for both BMC 12.08.100 and BMC 12.08.140.

Date	Fine Amount	Notes
12/30/2021	\$500.00	Initial Fine for BMC 12.08.100 included on NOV sent 12/30/2021
1/4/2022	\$1,000.00	
1/5/2022	\$2,000.00	
1/6/2022	\$4,000.00	
Additional fine total for violations in BMC 12.08.100	\$7,000.00	

Remedies:

1. Install all of the pedestrian detour and sidewalk closed signs as shown on the General Construction Activity MOT plan by **EOD 12/31/2021**. *(Note: Deadline has passed with not action having been taken as of 11am January 7th, 2022. If compliance is not met by EOD January 7th, 2022 fines will continue to be assessed).*
2. Install marked crosswalks at the intersection of Dunn and 14th as shown on the MOT plan by EOD 1/7/2022.
3. Provide the City with the plan for corrective action for the temporary pavement patches. We realize the street will be repaved upon project completion. Once approved by City staff, implement the corrections by EOD 1/7/2022.
4. Provide a revised MOT plan showing the construction entrances by EOD 1/7/2022.

If you dispute the City's assertion that the property is in violation of the above referenced sections of BMC Chapter 12.08 Use of the Right of Way, you may file an appeal with the City's Board of Public Works. Said appeal shall be filed with the Public Works Department within seven (7) days of the order, requirement, decision or determination that is being appealed.

Failure to resolve this violation within the aforementioned timeframes may result in further enforcement action. The fine amount shall be paid to the City of Bloomington. All fines may be contested in the Monroe County Circuit Courts.

Please contact the Engineering Department at engineering@bloomington.in.gov or 812-349-3913 with any questions or concerns.

Sincerely,


Mike Stewart
Planning Technician

Enclosures: (2)

CC: Andrew Cibor, City Engineer and Director, Engineering Department
Jacquelyn Moore, Assistant City Attorney



Photo 1: Intersection of Dunn and 14th showing lack of pedestrian signage and marked crosswalks. 12/29/2021



Photo 2: Temporary gravel patch on 14th Street. 12/29/2021



Photo 3: Noncompliant temporary pavement patches. 12/29/2021



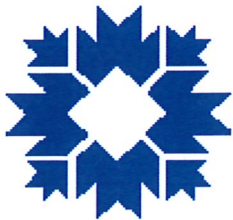
Photo 4: Noncompliant temporary pavement patches. 12/29/2021



Photo 5: Lack of pedestrian detour signage. 12/30/2021



Photo 6: Patch added to one section of damage to E 14th Street. Patch not to specification for City of Bloomington winter patch detail. Note: Landmark Construction did not reach out to discuss plan for patch. Other issues remain unresolved on E 14th St



CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT
P.O. BOX 100
401 N. MORTON STREET
BLOOMINGTON, IN 47404
www.bloomington.in.gov/engineering

NOTICE OF VIOLATION

Date: January 7, 2022 **Time:** 2:00 PM **Address/location:** E 14th St-Walnut to Dunn

☐ **BMC 12.08.020 Right of Way Closure or Excavation without a permit.** Any person closing, prohibiting access to, digging, cutting or excavating on or causing the same to be made in pavements or adjacent to pavements shall take out a right-of-way use permit as required by this chapter. A person shall not begin the aforementioned activities until a right-of-way use permit has been duly granted as provided in this chapter. The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff. See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine Due: \$500.00 ☐ Warning (No fine due at this time)

☐ **BMC 12.08.140 Failure to repair damage to right of way following excavation.** After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer. See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine Due: \$100.00 ☐ Warning (No fine due at this time)

☐ **BMC 12.08.140 Failure to comply with City standards and specifications for right of way repairs.** After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer. See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine Due: \$100.00 ☐ Warning (No fine due at this time)

☐ **BMC 12.08.050(2)(f) Right of way use without approved maintenance of traffic plan.** Any person desiring to close, prohibit access to, or make any opening or excavation shall file with the transportation and traffic engineer, or their designees, a maintenance of traffic plan that is compliant with the Manual on Uniform Traffic Control Devices (MUTCD). See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine Due: \$500.00 ☐ Warning (No fine due at this time)

☒ **BMC 12.08.100 and 12.08.110 Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices.** Deviation from or failure to maintain approved traffic control plans including, but not limited to, maintaining compliant traffic control devices and/or pedestrian walkarounds shall be considered a violation and shall be subject to penalty. See BMC 12.10.040(c) for right of way use violation fines.

☒ Fine Due: \$7,000.00 ☐ Warning (No fine due at this time)

☐ **BMC 12.08.020 Failure to have permit on site.** The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff. See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine Due: \$100.00 ☐ Warning (No fine due at this time)

BMC 12.08.020 Failure to reopen right of way per approved dates for right of way use permit. Any person closing, prohibiting access to, digging, cutting or excavating on or causing the same to be made in pavements or adjacent to pavements shall apply for a right-of-way use permit as required by this chapter. A person shall not begin the aforementioned activities until a right-of-way use permit has been duly granted as provided in this chapter.

Fine Due: \$250.00

☐ Warning (No fine due at this time)

Comments: On Wednesday 12/29/2021, staff observed a lack of signs identifying the pedestrian detour route. No sidewalk closure signs or barricades required by the approved maintenance of traffic plan for General Construction Activity were present. Additionally, the required crosswalk pavement markings were not installed as identified on the approved maintenance of traffic plan.

A Notice of Violation was issued on Thursday, 12/30/2021. The remedy for the missing signs and barricades was to have them installed, per the approved plans by the end of the day Friday, 12/31/2021.

-
1. Fine must be paid within seven (7) days from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the Engineering Department at the address shown above. Please make check/money order payable to "City of Bloomington". All fines listed above may be contested in the Monroe County Circuit Courts.**
 2. This NOV may be appealed, an administrative appeal must be filed with the Public Works Department within seven days of the order, requirement, decision, or determination that is being appealed.

Owner or Company Name: Landmark Urban Construction
Address: 315 Oconee St.

City: Athens **State:** GA **Zip Code:** 30601

Issued by: Mike Stewart **Mail Copy to Owner:** January 7, 2022

Appeal of Notice of Violation
Issued for Violation of Right of Way use Chapter 12.08

Please complete this form in its entirety. Use black or blue ink and print legibly. A copy of the Notice of Violation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these documents must be submitted to the Public Works Department within seven (7) days the order, requirement, decision, or determination that is being appealed. You will receive notice at the address you provide below of the date your appeal will be considered by the Board of Public Works ("Board"). The Board will primarily consider the written materials submitted, including this appeal form, documents you provide, and staff recommendations. In addition, on the date given below you will have the opportunity to speak to the Board. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court within seven (7) days from the date of the Board's decision.

Name: _____

Address: _____

Phone Number: _____

Date on Notice of Violation: _____ Today's Date: _____

Reason for Appeal: _____

(you may continue on another page if necessary)

Send notice of my appeal date to me at the following address: _____

Signature

Date

For City Use Only:

Date Appeal Received: _____ By: _____

Date Appeal Forwarded to Legal Department: _____



**City of Bloomington
Engineering Department**

January 18, 2022

Landmark Urban Construction
C/O Matt Mitchell
315 Oconee St.
Athens, GA 30601

Landmark Urban Construction
C/O Eric Schulte
412 W. College Ave
State College, PA 16801

Re: **Notice of Violation**
BMC Chapter 12.08 Use of the Right of Way, Section 12.08.100 (*Fine*)
BMC Chapter 12.08 Use of the Right of Way, Section 12.08.140 (*Fine*)
BMC Chapter 12.08 Use of the Right of Way, Section 12.08.140 (*Fine*)

Dear Landmark Urban Construction,

This letter serves as a Notice of Violation of **Chapter 12.08 Use of the Right of Way: Section 12.08.100 [Failure to maintain approved maintenance of traffic plan, including, but limited to, maintaining compliant traffic control devices], Section 12.08.140 [Failure to repair damage to right of way following excavation], and Section 12.08.140 [Failure to comply with City Standards and specifications for right of way repairs]** of the Bloomington Municipal Code in the public right of way along East 14th Street from North Walnut Street to the N Dunn Street ("*Property*") on 1/12/202. Records show that you are the contractor performing the work at the Property.

On Wednesday 12/29/2021, staff observed a lack of signs identifying the pedestrian detour route. No sidewalk closure signs required by the approved maintenance of traffic (MOT) plan for General Construction Activity were present. A Notice of Violation was issued on December 30th, 2021 indicated that this needed to be corrected immediately, by the end of the day Friday, December 31st, 2021. Detour signs were placed on January 7th, 2022. It was relayed to Landmark Construction on January 11th, 2022 that the signs indicated in the approved MOT are to be MUTCD designated M4-9Bb signs. MUTCD designated M4-8 signs were placed.

Staff had observed two street cuts in the westbound lane of E 14th St which were gravel. The other street cuts are in very poor condition. Condition 12 on the Grading Permit states "temporary utility trench pavement" is acceptable; however, the applicant shall be responsible for all maintenance of the roadway while the temporary pavement is in place. Repairs must also be made in a timely manner when request by City staff. Staff previously sent an email about the condition of the pavement on December 15th, 2021.

Landmark Construction was issued a Notice of Violation on December 30th, 2021 for violations of BMC 12.08.100 and BMC 12.08.140. An additional Notice of Violation was issued on January 7th, 2022 for the unresolved issues of BMC 12.08.100. While the violations related to BMC 12.08.140 had not reached their deadline for remedy, they were referenced within this Notice of Violation.

City staff met on-site with Landmark Construction on January 11th, 2022 and expressed the ongoing concerns with the outstanding violations. The pedestrian maintenance of traffic was installed, as indicated in the approved MOT, on January 12th, 2022. Landmark Construction took efforts to smooth the concrete patches and repair the gravel patches on January 13th, 2022. Staff observed that flaggers were present; however, no signs were present.

Staff met on-site with Landmark Construction on January 14th, 2022. Staff expressed that the condition of the pavement on E 14th St was still not acceptable but understands that there are no feasible solutions to bring the pavement into compliance until asphalt plants open in the Spring of 2022. Staff relayed that fines for BMC 12.08.140 ceased as of January 12th, 2022. It was relayed that the City anticipates that the road condition be maintained by Landmark Construction until a more permanent solution can be applied. Should the condition of the road degrade beyond its current condition, the City may issue further violations and fines. Should the condition of the road inhibit the safe and effective removal of snow/ice, the City may issue further violations and fines; however, the City would like to work with Landmark Construction to develop a plan to help avoid this becoming an issue.

Notes from the on-site meeting between City staff and Landmark Construction have been added as an attachment with this document. While these are not direct remedies to the violations contained within this document, many of the actions will be required for Landmark Construction to remain in compliance with BMC Chapter 12.08.

In accordance with BMC Chapter 12.08 Use of the Right of Way, Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]:

Traffic control plans for all streets, sidewalks, bike lanes or other city right-of-way within the city shall be made in compliance with the Indiana Manual on Uniform Traffic Control Devices. Other specific safety precautions may be required by the transportation and traffic engineer, or their designees. All proper traffic control devices including but not limited to barricades, signage, lights, temporary markings, cones, and other safety precautions shall be maintained by the party to whom the permit was issued under the provisions of this chapter until construction has been inspected and approved by the transportation and traffic engineer, or their designees.

In accordance with BMC Chapter 12.08 Use of the Right of Way, Section 12.08.140 [Failure to repair damage to right of way following excavation]

After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer.

In accordance with **BMC Chapter 12.08 Use of the Right of Way, Section 12.08.140 [Failure to comply with City Standards and specifications for right of way repairs]**

After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer.

According to **BMC Chapter 12.10 ENFORCEMENT AND PENALTIES**, a violation of **BMC Chapter 12.08 Use of the Right of Way, Section 12.08.100** is subject to an initial five-hundred dollar (\$500.00) fine. Each violation of **Chapter 12.08 Use of the Right of Way, Section 12.08.140** is subject to an initial one-hundred dollar (\$100.00) fine.

According to **BMC Chapter 12.08 Use of the Right of Way, Section 12.10.040(b)**:

The following violations of this title shall be subject to the fines listed in the table below for the first offense. In addition, if a responsible party commits a second or subsequent violation of the same provision within three years of the first such violation, regardless of whether the second or subsequent violation is on the same property as the first such violation, the listed fine for such second or subsequent offense shall be twice the previous fine, subject to the maximum set forth in subsection (a) above. (For example, a violation that is subject to a one hundred dollar fine per the table will be subject to a two hundred dollar fine for the second offense, a four hundred dollar fine for the third offense, and so forth.)

Each day a violation is allowed to continue is considered an additional and separate violation. Subsequent violations are twice the previous fine, up to a maximum daily fine of seven thousand, five hundred dollars (\$7,500).

As a result of these violations, pursuant to **BMC Chapter 12.08 Use of the Right of Way, Section 12.10.040 Landmark Urban Construction** is hereby assessed a fine of *twenty-five thousand, three hundred dollars (\$25,300.00)* for the violations of **12.08 Use of the Right of Way, Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]**, **Section 12.08.140 [Failure to repair damage to right of way following excavation]**, and **Section 12.08.140 [Failure to comply with City Standards and specifications for right of way repairs]** . *This is the third Notice of Violation letter sent to Landmark Construction establishing remedies and deadlines to come into compliance. Any future violation of BMC 12.08.100 or 12.08.140 may result in increased fines in accordance with BMC Chapter 12.08 Use of the Right of Way, Section 12.10.040. Note: This fine amount is in addition to the seven hundred dollar (\$700) fine included in the NOV issued on 12/30/2021, which encompassed fines for both BMC 12.08.100 and BMC 12.08.140, and the seven thousand dollar (\$7,000) fine included in the NOV issued on 1/7/2022 which encompassed fines for BMC 12.08.100.*

<u>Date</u>	<u>Violation</u>	<u>Fine Amount</u>	<u>Remedy Date</u>	<u>Notes</u>
12/30/2021	Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]	\$500.00	12/31/2021 for sign and barricade placement 1/7/2022 for crosswalk placement	NOV Sent on 12/30/2021
	Section 12.08.140 [Failure to repair damage to right of way following excavation]	\$100.00	1/7/2022	
	Section 12.08.140 [Failure to comply with City Standards and specifications for right of way repairs]	\$100.00	1/7/2022	
1/4/2022	Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]	\$1,000.00	12/31/2021 for sign and barricade placement 1/7/2022 for crosswalk placement	NOV Sent on 1/7/2022
1/5/2022	Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]	\$2,000.00	12/31/2021 for sign and barricade placement 1/7/2022 for crosswalk placement	
1/6/2022	Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]	\$4,000.00	12/31/2021 for sign and barricade placement 1/7/2022 for crosswalk placement	

1/7/2022	Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]	\$7,500.00	12/31/2021 for sign and barricade placement 1/7/2022 for crosswalk placement	<p>Compliance deadline for remaining items 1/7/2022</p> <p>NOV Sent on 1/14/2022</p> <p>Section 12.08.100 (Pedestrian MOT signs, barricades, and crosswalk) brought into compliance on 1/12/2022</p>
1/10/2022	Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]	\$7,500.00	12/31/2021 for sign and barricade placement 1/7/2022 for crosswalk placement	
	Section 12.08. 140 [Failure to repair damage to right of way following excavation]	\$200.00	1/7/2022	
	Section 12.08. 140 [Failure to comply with City Standards and specifications for right of way repairs]	\$200.00	1/7/2022	
1/11/2022	Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]	\$7,500.00	12/31/2021 for sign and barricade placement 1/7/2022 for crosswalk placement	
	Section 12.08.140 [Failure to repair damage to right of way following excavation]	\$400.00	1/7/2022	
	Section 12.08.140 [Failure to comply with City Standards and specifications for right of way repairs]	\$400.00	1/7/2022	

1/12/2022	Section 12.08.140 [Failure to repair damage to right of way following excavation]	\$800.00	1/7/2022	Measures were taken by Landmark Construction to bring Section 12.08.140 into compliance on 1/13/2022
	Section 12.08.140 [Failure to comply with City Standards and specifications for right of way repairs]	\$800.00	1/7/2022	

Total Amount Due on current Notice of Violation 1/7/2022- 1/12/2022	\$25,300.00
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Total Amount Due for all Notice of Violations from 12/30/2021- 1/12/2022	\$33,000.00
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Remedies:

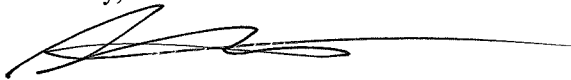
1. Continue to maintain the condition of E 14th St so it does not degrade past its current condition (ongoing)
2. Provide a plan for the ongoing maintenance and satisfactory repair of E 14th St, once asphalt plants are open in Spring of 2022 (To be discussed in Board of Public Works Work Session, January 18th, 2022)
 - a. E 14th St is to be paved by Landmark Construction in the Spring of 2022.
 - b. E 14th St is to be reconstructed by Landmark Construction in the Summer of 2023.

If you dispute the City's assertion that the property is in violation of the above referenced sections of BMC Chapter 12.08 Use of the Right of Way, you may file an appeal with the City's Board of Public Works. Said appeal shall be filed with the Public Works Department within seven (7) days of the order, requirement, decision or determination that is being appealed.

Failure to resolve this violation within the aforementioned timeframes may result in further enforcement action. The fine amount shall be paid to the City of Bloomington. All fines may be contested in the Monroe County Circuit Courts.

Please contact the Engineering Department at engineering@bloomington.in.gov or 812-349-3913 with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Stewart', with a long horizontal flourish extending to the right.

Mike Stewart
Planning Technician
Enclosures: (9)

CC: Andrew Cibor, City Engineer and Director, Engineering Department
Jacquelyn Moore, Assistant City Attorney



Photo 1: Intersection of Dunn and 14th showing lack of pedestrian signage and marked crosswalks. 12/29/2021



Photo 2: Temporary gravel patch on 14th Street. 12/29/2021



Photo 3: Noncompliant temporary pavement patches. 12/29/2021



Photo 4: Noncompliant temporary pavement patches. 12/29/2021



Photo 5: Lack of pedestrian detour signage. 12/30/2021



Photo 6: Patch added to one section of damage to E 14th Street. Patch not to specification for City of Bloomington winter patch detail. Note: Landmark Construction did not reach out to discuss plan for patch. Other issues remain unresolved on E 14th St. 1/7//2022



Photo 7 Example of M4-8 sign instead of approved M4-9b sign. 1/7/2022



Photo 8 Road repair being done on E 14th St without proper signage. 1/13/2022



CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT
P.O. BOX 100
401 N. MORTON STREET
BLOOMINGTON, IN 47404
www.bloomington.in.gov/engineering

NOTICE OF VIOLATION

Date: January 18, 2022 **Time:** 2:00 PM **Address/location:** E 14th St-Walnut to Dunn

☐ **BMC 12.08.020 Right of Way Closure or Excavation without a permit.** Any person closing, prohibiting access to, digging, cutting or excavating on or causing the same to be made in pavements or adjacent to pavements shall take out a right-of-way use permit as required by this chapter. A person shall not begin the aforementioned activities until a right-of-way use permit has been duly granted as provided in this chapter. The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff. See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine Due: \$500.00 ☐ Warning (No fine due at this time)

☒ **BMC 12.08.140 Failure to repair damage to right of way following excavation.** After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer. . See BMC 12.10.040(c) for right of way use violation fines.

☒ Fine Due: \$1,400.00 ☐ Warning (No fine due at this time)

☒ **BMC 12.08.140 Failure to comply with City standards and specifications for right of way repairs.** After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer. See BMC 12.10.040(c) for right of way use violation fines.

☒ Fine Due: \$1,400.00 ☐ Warning (No fine due at this time)

☐ **BMC 12.08.050(2)(f) Right of way use without approved maintenance of traffic plan.** Any person desiring to close, prohibit access to, or make any opening or excavation shall file with the transportation and traffic engineer, or their designees, a maintenance of traffic plan that is compliant with the Manual on Uniform Traffic Control Devices (MUTCD). See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine Due: \$500.00 ☐ Warning (No fine due at this time)

☒ **BMC 12.08.100 and 12.08.110 Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices.** Deviation from or failure to maintain approved traffic control plans including, but not limited to, maintaining compliant traffic control devices and/or pedestrian walkarounds shall be considered a violation and shall be subject to penalty. See BMC 12.10.040(c) for right of way use violation fines.

☒ Fine Due: \$22,500.00 ☐ Warning (No fine due at this time)

☐ **BMC 12.08.020 Failure to have permit on site.** The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff. See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine Due: \$100.00 ☐ Warning (No fine due at this time)

BMC 12.08.020 Failure to reopen right of way per approved dates for right of way use permit. Any person closing, prohibiting access to, digging, cutting or excavating on or causing the same to be made in pavements or adjacent to pavements shall apply for a right-of-way use permit as required by this chapter. A person shall not begin the aforementioned activities until a right-of-way use permit has been duly granted as provided in this chapter.

Fine Due: \$250.00

____ Warning (No fine due at this time)

Comments: On Wednesday 12/29/2021, staff observed a lack of signs identifying the pedestrian detour route. No sidewalk closure signs or barricades required by the approved maintenance of traffic plan for General Construction Activity were present. Additionally, the required crosswalk pavement markings were not installed as identified on the approved maintenance of traffic plan.

Street cuts along E 14th St are in very poor condition. Condition 12 on the Grading Permit states "temporary utility trench pavement" is acceptable, however, the applicant shall be responsible for all maintenance of the roadway while the temporary pavement is in place. Repairs must also be made in a timely manner when request by City staff. Staff previously sent an email about the condition of the pavement on 12/15/2021.

A Notice of Violation was issued on Thursday, 12/30/2021. A second Notice of Violation was issued on Friday, 1/7/2022. The original dates given for remedy of these violations can be found in the attached letter.

The maintenance of traffic came into compliance on 1/12/2022. Efforts were made by Landmark Construction to improve the condition of the road on 1/13/2022- the City recognizes that it is not feasible to further improve the road condition until asphalt plants open in the Spring of 2022.

-
1. Fine must be paid within seven (7) days from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the Engineering Department at the address shown above. Please make check/money order payable to "City of Bloomington". All fines listed above may be contested in the Monroe County Circuit Courts.**
 2. This NOV may be appealed, an administrative appeal must be filed with the Public Works Department within seven days of the order, requirement, decision, or determination that is being appealed.

Owner or Company Name: Landmark Urban Construction
Address: 315 Oconee St.

City: Athens **State:** GA **Zip Code:** 30601

Issued by: Mike Stewart **Mail Copy to Owner:** January 18, 2022

Appeal of Notice of Violation
Issued for Violation of Right of Way use Chapter 12.08

Please complete this form in its entirety. Use black or blue ink and print legibly. A copy of the Notice of Violation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these documents must be submitted to the Public Works Department within seven (7) days the order, requirement, decision, or determination that is being appealed. You will receive notice at the address you provide below of the date your appeal will be considered by the Board of Public Works ("Board"). The Board will primarily consider the written materials submitted, including this appeal form, documents you provide, and staff recommendations. In addition, on the date given below you will have the opportunity to speak to the Board. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court within seven (7) days from the date of the Board's decision.

Name: _____

Address: _____

Phone Number: _____

Date on Notice of Violation: _____ Today's Date: _____

Reason for Appeal: _____

(you may continue on another page if necessary)

Send notice of my appeal date to me at the following address: _____

Signature

Date

For City Use Only:

Date Appeal Received: _____ By: _____

Date Appeal Forwarded to Legal Department: _____



Michael Stewart <michael.stewart@bloomington.in.gov>

The Standard Work on E 14th

Mike Stewart <michael.stewart@bloomington.in.gov>

Fri, Jan 14, 2022 at 12:38 PM

To: Chris Monahan <Chris.Monahan@landmarkproperties.com>, Patrick Dierkes <patrick.dierkes@bloomington.in.gov>, Joei Jones <Joei.Jones@landmarkproperties.com>, Eric Schulte <Eric.Schulte@landmarkproperties.com>, Engineering <engineering@bloomington.in.gov>, Andrew Cibor <andrew.cibor@bloomington.in.gov>, Adam Wason <wasona@bloomington.in.gov>, Jacquelyn Moore <mooreja@bloomington.in.gov>

Hello,

I wanted to follow up in regards to the meeting that Patrick Dierkes and I had with Chris Monahan and Joei Jones on site today. I thank you both for your time! Below is a summary of the meeting. If anything is misstated or left out please let me know:

- The pedestrian maintenance of traffic is now in compliance with the approved plan. It was observed that this came into compliance by EOD on Wednesday 1/12/2022. Fines for this violation will be issued through Tuesday 1/11/2022
- Landmark Construction worked to smooth some of the rougher sections of E 14th St as related to construction activity. While the City does not find the condition of the road to be acceptable in its current state, the City recognizes that there are not feasible solutions to bring it into an acceptable condition prior to this spring. Landmark Construction performed these repairs on Thursday 1/13/2022. Fines for these two violations will be issued through Wednesday 1/12/2022.
- City staff will be working to issue the third Notice of Violation, containing the aforementioned fines, today
- The City expects that E 14th St should not be allowed to degrade any further and any additional damage be repaired promptly
 - Landmark Construction suggested that they keep cold patch on site to address any winter damage
- The City expressed concern that City snowplows will have difficulty maintaining E 14th in its current condition. The City would like to develop a plan with Landmark Construction where Landmark Construction will help maintain areas that are difficult for the plows to access
- Landmark Construction will be attending the Board of Public Works worksession this Tuesday 1/18/22, at 3:30pm to provide an update on the project and on the City's concerns referenced in the Notice of Violations. The City also asked that Landmark Construction be prepared to discuss the state of the current condition of E 14th St, plans for winter maintenance, and plans for full repairs when weather allows.
- The City has requested that Landmark Construction develop at least two new 'generic' maintenance of traffic plans that cover incidental work within the right-of-way (eg repairing pothole). These plans should cover both short-term full closure of E 14th and short-term lane closures of E 14th. These plans should indicate when flaggers will be utilized and a detailed list and relative location of all MUTCD compliant signs that will be utilized.
 - It is understood that minor modifications to the plans may continually be necessary as unique situations arise. The City requests that these modifications be discussed between Landmark Construction and the City
- Landmark Construction will reach out to the City's Engineering Dept. at least 24 hours in advance of any lane/road closures and implement the aforementioned maintenance of traffic plans.
- The City stated to Landmark Construction that they can drive the signs/barricades into the ground to help with sign theft
- Landmark Construction has submitted an updated SWPP showing a total of 6 construction entrances. The City relayed that while the current entrances were referenced in our Notices of Violations, they were not currently an issue that was resulting in fines.

Thank you all again, we look forward to hearing from you on Tuesday at the work session,
-Mike

Below is a link to the BPW worksession this coming Tuesday 1/18/22:

Join Zoom Meeting

<https://bloomington.zoom.us/j/88347702944?pwd=dnJBOTFHdThLNmxZM3l0V3lwME9HUT09>

Meeting ID: 883 4770 2944

Passcode: 415522

Dial by your location

+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)

Meeting ID: 883 4770 2944

Passcode: 415522

Find your local number: <https://bloomington.zoom.us/j/88347702944>

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Mike Stewart

Planning Technician

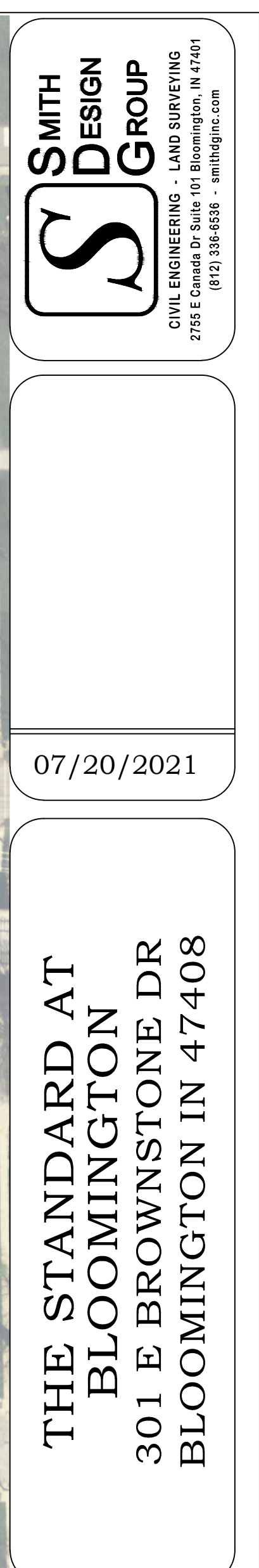
City of Bloomington Engineering Department

Showers Center City Hall 401 N. Morton St. Suite 130

Bloomington, IN 47404

Office: (812) 349-3573

Cell: (812) 327-3035





**City of Bloomington
Planning and Transportation Department**

Certificate of Zoning Compliance

Application #: C21-494

Date: August 10, 2021

Property Address: 250, 350, 450 E. 14th St.

Zoning: MS Mixed-Use Student Housing

Proposed Use: Grading – New Construction of 3 Multifamily Buildings

**PROPOSED WORK
IN FLOODPLAIN**

☐ Yes ☒ No

FEMA MAP PANEL

18105C0141D &

18105C0142D

Effective Date December 17, 2010

The submitted plans have been reviewed for compliance with applicable provisions of Bloomington Municipal Code and conformance with the terms of any approvals which have been granted under authority of the Municipal Code. The Planning and Transportation Department finds the plans to be in compliance:

☐ - As submitted

☒ - With modifications or conditions as follows:

1. Project will comply with all current ADA (Americans with Disabilities Act) requirements and anything in the public right-of-way must comply with the proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-way (PROWAG).
2. Public improvements shall be in accordance with the current edition of the Indiana Department of Transportation Standards and Specifications.
3. All utility work shall be in accordance with the current City of Bloomington Utility Specifications.
4. An Erosion Control Plan complying with Bloomington Municipal Code 20.04.030 (d) is required to be in place during the period of any earth disturbing activities, and until the site is stabilized. The City of Bloomington may require erosion control measures in addition to or different from those approved on the Erosion Control Plan.
5. This Approval is only for the City of Bloomington Planning and Transportation Department and does not constitute approval from any other required Public Agency/Entities.
6. All bonding must remain current until a written release of such bonding is given by a representative of the City of Bloomington Planning and Transportation Department.
7. An onsite pre-construction meeting shall be held prior to any earth disturbing activities to inspect the installation of all erosion control measures as per approved plan. Please contact James Hall at (812) 349-3657 to schedule an onsite inspection. Please make the request 48 hours in advance.
8. Any infrastructure in the public right-of-way that is damaged must be restored to previous or improved conditions and be in compliance with all applicable standards and regulations.
9. It is the responsibility of the permit holder to call at least 24 hours in advance for any and all inspections required by the City of Bloomington, failure to do so may result in the City of Bloomington not accepting future intended public improvements or the requirements of a warranty on any uninspected improvements. Inspections required include backfill utilities in the right-of-way, subgrade treatment, base and sub-base (proof roll), ramp and sidewalk forms, and final punch/acceptance. Please contact the Public Improvements Manager at 812-349-3423 to schedule the public improvement inspections for this site.
10. Unless otherwise approved, final occupancy must be scheduled within 30 business days of temporary occupancy.
11. No work in the public right-of-way may commence until a ROW use permit is approved.
12. Callout on sheets C201, C202 & C203 regarding "Temporary Utility Trench Pavement" is acceptable, however, the applicant shall be responsible for all maintenance of the roadway while the temporary pavement is in place. The applicant shall complete repairs requested by the City of Bloomington in a timely manner.



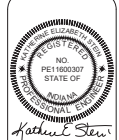
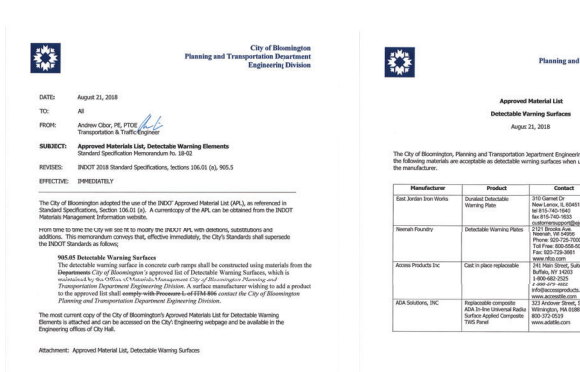
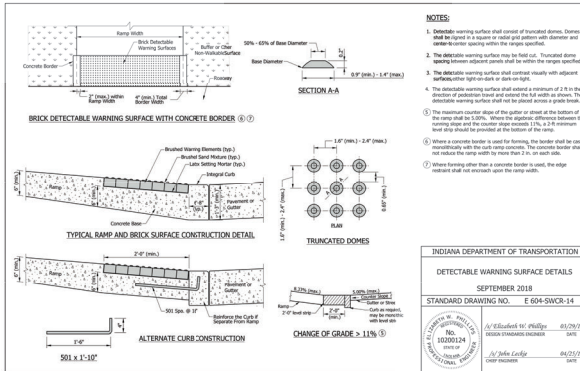
City of Bloomington
Planning and Transportation Department

13. The 2 bus shelters shown in the approved plan set along Walnut Street and any bus stops prescribed by Bloomington Transit shall be installed, inspected, and approved by City staff prior to the issuance of a temporary occupancy recommendation.
14. This permit is approved per the terms and conditions set forth in Plan Commission cases SP-19-20 and ZO-20-20.
15. A pedestrian easement for the emergency drive that aligns with Grant Street shall be submitted, inspected, approved, and recorded prior to the issuance of a recommendation for final occupancy.
16. No utility work shall take place until City of Bloomington Utilities has approved the plans.
17. Any areas where this project's public sidewalks are not within existing public right-of-way shall be either dedicated as a pedestrian easement or dedicated as public right-of-way prior to issuance of a final occupancy recommendation. All easement or right-of-way dedication documents must be reviewed and approved by City staff prior to recording. A copy of all recorded documents shall be provided to the City prior to final occupancy. All easements and rights-of-way require inspection as part of the Engineering Department's final acceptance process.

This Certificate of Zoning Compliance pertains only to the civil plans dated July 30, 2021 sealed by Katherine Stein, the landscape plans issued 7/22/2021 sealed by Brady Halverson, and Architectural sheets A102.1, A100.2, and A102.3 issued 5/26/2021, 6/15/2021, and 5/26/2021, respectively, sealed by Jack Boarman and the specific use proposed, exactly as submitted and reviewed. This Certificate does not constitute the issuance of any additional required permits nor exempt the property from compliance with any requirements of other governmental entities.

Elizabeth Carter
Senior Zoning Compliance Planner
City of Bloomington
Planning and Transportation Department

Neil Kopper, PE
Senior Project Engineer
City of Bloomington
Planning and Transportation Department

[illegible]

THE STANDARD AT
BLOOMINGTON
301 E BROWNSTONE DR
BLOOMINGTON IN 47408

[illegible]

DESIGNED	KCK, DJK
DRAFTED	KCK, DJK
CHECKED	KES
DATE	4/22/21

JOB NUMBER
5919
SHEET
C701
DATE
07/30/2021
CIVIL DETAILS



Michael Stewart <michael.stewart@bloomington.in.gov>

The Standard ROW

Patrick Dierkes <patrick.dierkes@bloomington.in.gov>

Tue, Sep 14, 2021 at 3:15 PM

To: joei.jones@landmarkproperties.com, chris.monahan@landmarkproperties.com

Cc: Paul Kehrberg <kehrberp@bloomington.in.gov>, Michael Stewart <michael.stewart@bloomington.in.gov>

Joei & Chris,

For reference I attached the MOT plans approved at BPW for each phase. I didn't realize phase 1 required a temporary crosswalk so that sheet was marked up by Mike to show the pedestrian route required.

As we discussed onsite sidewalk construction required for phase 4A should remove the existing ramp at the existing sidewalk to the south, build curb & sidewalk matching the existing sidewalk width, ramp the sidewalk for an approach matching the gate widths to Duke's facilities, construct a midblock style crossing inline with the existing ramp at the NW corner of 14th and Dunn, then construct an additional ramp to connect to the existing ramp at the NE corner of 14th and Dunn. Note: to meet PROWAG requirements the curb and sidewalk between the two ramps cannot be at road grade. INDOT requires the curb to reach 3" in height between the ramps, HOWEVER, the City only requires that a curb be developed to at least 1" in height.

Please contact Paul Kehrberg at 812-360-5473 for inspections prior to placing concrete or asphalt. Paul will check subgrade and forms for compliance. If Paul is unavailable please contact me at 812-318-2507.

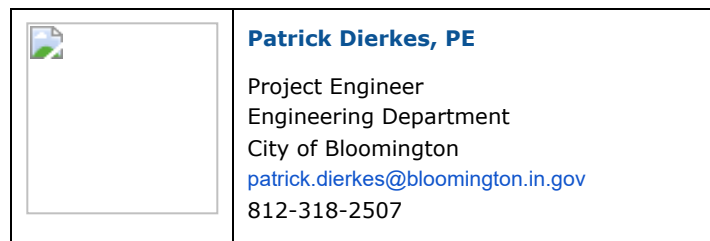
Resources for your information:

City of Bloomington Engineering resource page: <https://bloomington.in.gov/engineering/resources>City of Bloomington Engineering detectable warning approved material list: https://bloomington.in.gov/sites/default/files/2018-09/Memo%2018-02%2C%20Approved%20Materials%20List_Detectable%20Warning%20Elements_08-21-2018.pdfINDOT Standard Drawings: <https://www.in.gov/dot/div/contracts/standards/drawings/sep20/sep.htm>CBU Information: <https://bloomington.in.gov/utilities/contractors>

If you have any questions please feel free to reach out.

Thank you,

Patrick



2 attachments

**MOT Phases 2 and 4 - The Standard.pdf**

3311K

**The Standard MOT Ph1.pdf**

797K



Michael Stewart <michael.stewart@bloomington.in.gov>

The Standard ROW

Chris Monahan <Chris.Monahan@landmarkproperties.com>

Wed, Sep 15, 2021 at 7:54 AM

To: Patrick Dierkes <patrick.dierkes@bloomington.in.gov>, Joei Jones <Joei.Jones@landmarkproperties.com>

Cc: Paul Kehrberg <kehrberp@bloomington.in.gov>, Michael Stewart <michael.stewart@bloomington.in.gov>

Hey Patrick,

Sorry dude I hit the wrong response. Thanks for coming out yesterday your direction and insight was received as very positive. Any insight you may have going forward sir would be greatly appreciated.

Monahan,

Sent from [Mail](#) for Windows

From: Patrick Dierkes

Sent: Tuesday, September 14, 2021 3:16 PM

To: Joei Jones; Chris Monahan

Cc: Paul Kehrberg; Michael Stewart

Subject: The Standard ROW

[EXTERNAL]

Joei & Chris,

[Quoted text hidden]

[This email was sent from an EXTERNAL SOURCE. Please verify the sender before opening attachments or clicking links]

[Quoted text hidden]



Patrick Dierkes <patrick.dierkes@bloomington.in.gov>

The Standard - Coordination Issues

3 messages

Paul Kehrberg <kehrberp@bloomington.in.gov>

Wed, Sep 15, 2021 at 10:10 AM

To: Eric Schulte <Eric.Schulte@landmarkproperties.com>, "joei.jones" <joei.jones@landmarkproperties.com>, "chris.monahan" <chris.monahan@landmarkproperties.com>

Cc: Andrew Cibor <andrew.cibor@bloomington.in.gov>, Adam Wason <wasona@bloomington.in.gov>, Patrick Dierkes <patrick.dierkes@bloomington.in.gov>

Good morning,

We are seeing some internal coordination issues within Landmark at the beginning of this project. Eric, I know we, along with Kendall Knoke, have worked closely on the MOT plans and BPW approvals. It appears that Joei and Chris, who are in town for construction, are unaware of the approved MOT plans and what was approved in the BPW meetings.

Yesterday Patrick Dierkes, in our department, sent the approved MOT plans to Joei and Chris. We need you all to coordinate internally to ensure that everyone is on the same page moving forward. The phases of the MOT plans must be followed exactly as they were approved.

Please let me know if you have any questions or concerns.

Thanks,
Paul Kehrberg

Eric Schulte <Eric.Schulte@landmarkproperties.com>

Wed, Sep 15, 2021 at 11:53 AM

To: Paul Kehrberg <kehrberp@bloomington.in.gov>, Joei Jones <Joei.Jones@landmarkproperties.com>, Chris Monahan <Chris.Monahan@landmarkproperties.com>

Cc: Andrew Cibor <andrew.cibor@bloomington.in.gov>, Adam Wason <wasona@bloomington.in.gov>, Patrick Dierkes <patrick.dierkes@bloomington.in.gov>

Hi Paul –

I know our site team met with Patrick yesterday but the main point of that was to confirm we install the required sidewalk along Dunn Street per the city's standards. As for the rest of the MOT plans, our subcontractor RH Marlin along with our site team, are very aware that they must follow all items on the MOT plans exactly as there have been numerous coordination meetings with the City, Smith Design, and neighboring properties. Part of the reason we haven't started work yet is due to RH Marlin gathering all the parts and pieces to install all MOT requirements. At this time we plan to start the Phase 1 work on Monday and continue through the other phases while still holding our Mid-November end date.

Besides confirming the sidewalk requirements, were there any other concerns you had with following the MOT plans?

We do appreciate all the help the city has provided in coordinating these MOT plans and we will make sure to follow them as shown. As always, you can reach out to my cell phone number below with any concerns that you may have.

Thank you,

Eric Schulte | Project Manager | Landmark Construction

412 W. College Ave. | State College, PA 16801

814.571.3450 | eric.schulte@landmarkproperties.com | www.landmark-properties.com

From: Paul Kehrberg <kehrberp@bloomington.in.gov>

Sent: Wednesday, September 15, 2021 10:10 AM

To: Eric Schulte <Eric.Schulte@LandmarkProperties.com>; Joei Jones <Joei.Jones@LandmarkProperties.com>; Chris Monahan <Chris.Monahan@LandmarkProperties.com>

Cc: Andrew Cibor <andrew.cibor@bloomington.in.gov>; Adam Wason <wasona@bloomington.in.gov>; Patrick Dierkes <patrick.dierkes@bloomington.in.gov>

Subject: The Standard - Coordination Issues

[EXTERNAL]

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Andrew Cibor <andrew.cibor@bloomington.in.gov>

Wed, Sep 15, 2021 at 12:23 PM

To: Eric Schulte <Eric.Schulte@landmarkproperties.com>

Cc: Paul Kehrberg <kehrberp@bloomington.in.gov>, Joei Jones <Joei.Jones@landmarkproperties.com>, Chris Monahan <Chris.Monahan@landmarkproperties.com>, Adam Wason <wasona@bloomington.in.gov>, Patrick Dierkes <patrick.dierkes@bloomington.in.gov>

Thanks Eric and Paul!

I'll defer questions about possible specific concerns to Paul and Patrick, but just want to reiterate that the City expects the project to comply with the approved plans and timeframes. If unapproved deviations are observed I expect the City will start issuing notices of violation. I expect we all want to avoid that situation and look forward to the teams working together on a successful project for the community.

Thanks again!

-Andrew

[Quoted text hidden]



Paul Kehrberg <kehrberp@bloomington.in.gov>

The Standard - E 14th St

2 messages

Paul Kehrberg <kehrberp@bloomington.in.gov>

Thu, Dec 9, 2021 at 10:47 AM

To: "joei.jones" <joei.jones@landmarkproperties.com>, Eric Schulte <Eric.Schulte@landmarkproperties.com>, "chris.monahan" <chris.monahan@landmarkproperties.com>

Cc: RayeAnn Cox <coxr@bloomington.in.gov>

Good afternoon,

It has come to our attention that you are currently working outside of the approved street closures on E 14th St. The Board of Public Works approved the full street closure until the end of November 2021. If more time is needed a new application will need to be submitted, and we possibly need BPW approval.

Also, our closure approval does not allow for any on street parking. All of the parking related issues will need to go through Parking Services.

The approvals we currently have in place are for the sidewalk along the south side of E 14th St. Everything else should be open at this time.

Thanks,
Paul Kehrberg

Eric Schulte <Eric.Schulte@landmarkproperties.com>

Thu, Dec 9, 2021 at 1:05 PM

To: Paul Kehrberg <kehrberp@bloomington.in.gov>, Joei Jones <Joei.Jones@landmarkproperties.com>, Chris Monahan <Chris.Monahan@landmarkproperties.com>

Cc: RayeAnn Cox <coxr@bloomington.in.gov>

Hi Paul –

Understood. The road is being opened back up, I believe there was just some miscommunication onsite.

The utility work in 14th street got delayed due to delivery issues with the water pipe. I will work with RH Marlin to get a revised ROW permit submitted.

Thank you and feel free to call if you have any further concerns.

Eric Schulte | Project Manager | Landmark Construction

412 W. College Ave. | State College, PA 16801

814.571.3450 | eric.schulte@landmarkproperties.com | www.landmark-properties.com

From: Paul Kehrberg <kehrberp@bloomington.in.gov>

Sent: Thursday, December 9, 2021 10:47 AM

To: Joei Jones <Joei.Jones@LandmarkProperties.com>; Eric Schulte <Eric.Schulte@LandmarkProperties.com>; Chris Monahan <Chris.Monahan@LandmarkProperties.com>

Cc: RayeAnn Cox <coxr@bloomington.in.gov>

Subject: The Standard - E 14th St

[EXTERNAL]

[Quoted text hidden]

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Paul Kehrberg <kehrberp@bloomington.in.gov>

E 14th St

2 messages

Paul Kehrberg <kehrberp@bloomington.in.gov>

Wed, Dec 15, 2021 at 12:24 PM

To: "joei.jones" <joei.jones@landmarkproperties.com>, "chris.monahan" <chris.monahan@landmarkproperties.com>

Good afternoon,

I drove through on 14th Street this morning and noticed the cuts still have not been patched like they were supposed to be. All of the excavations on 14th need to be patched before Christmas. Let me know if that's an issue. I realize the street will be repaved, but until then it needs to have a concrete patch. It cannot be left gravel.

Thanks,

Paul

Chris Monahan <Chris.Monahan@landmarkproperties.com>

Wed, Dec 15, 2021 at 1:12 PM

To: Paul Kehrberg <kehrberp@bloomington.in.gov>, Joei Jones <Joei.Jones@landmarkproperties.com>

Afternoon Paul,

I will get with Logan to see what we need to do in order accomplish this prior to Christmas and get back to you sir.
Monahan

Get [Outlook for iOS](#)

From: Paul Kehrberg <kehrberp@bloomington.in.gov>**Sent:** Wednesday, December 15, 2021 12:24:32 PM**To:** Joei Jones <Joei.Jones@LandmarkProperties.com>; Chris Monahan <Chris.Monahan@LandmarkProperties.com>**Subject:** E 14th St**[EXTERNAL]**

[Quoted text hidden]

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Paul Kehrberg <kehrberp@bloomington.in.gov>

Notice of Violation - The Standard

10 messages

Paul Kehrberg <kehrberp@bloomington.in.gov>

Thu, Dec 30, 2021 at 5:25 PM

To: Matt Mitchell <Matt.Mitchell@landmarkproperties.com>, "joei.jones" <joei.jones@landmarkproperties.com>, "chris.monahan" <chris.monahan@landmarkproperties.com>

Good evening,

I've attached 2 NOV documents. Please review and correct the issues. I'll also be mailing the originals, but wanted to get these out asap.

Thanks,
Paul Kehrberg

2 attachments**E 14th St_The Standard_NOV Fine Summary.pdf**
194K**E 14th St_The Standard_NOV Fine.pdf**
3325K

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Thu, Dec 30, 2021 at 5:26 PM

To: kehrberp@bloomington.in.gov

**Address not found**Your message wasn't delivered to **Matt.Mitchell@landmarkproperties.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 permanent failure for one or more recipients (matt.mitchell@landmarkproperties.com:550 5.4.1 All recipient addresses rejected : Access denied. AS(201806271) [BN8NA...)Final-Recipient: rfc822; Matt.Mitchell@landmarkproperties.com

Action: failed

Status: 5.0.0

Remote-MTA: dns; d209878a.ess.barracudanetworks.com. (209.222.82.253, the server for the domain landmarkproperties.com.)Diagnostic-Code: smtp; 550 permanent failure for one or more recipients (matt.mitchell@landmarkproperties.com:550)

5.4.1 All recipient addresses rejected : Access denied. AS(201806271) [BN8NA...]
Last-Attempt-Date: Thu, 30 Dec 2021 14:26:18 -0800 (PST)

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

From: Paul Kehrberg <kehrberp@bloomington.in.gov>
To: Matt Mitchell <Matt.Mitchell@landmarkproperties.com>, "joei.jones" <joei.jones@landmarkproperties.com>, "chris.monahan" <chris.monahan@landmarkproperties.com>
Cc:
Bcc:
Date: Thu, 30 Dec 2021 17:25:42 -0500
Subject: Notice of Violation - The Standard
----- Message truncated -----

Chris Monahan <Chris.Monahan@landmarkproperties.com> Fri, Dec 31, 2021 at 5:25 AM
To: Paul Kehrberg <kehrberp@bloomington.in.gov>, Matt Mitchell <Matt.Mitchell@landmarkproperties.com>, Joei Jones <Joei.Jones@landmarkproperties.com>

Thank you Paul,

I have spoke with RH Marlin and these items started being corrected yesterday evening, We will continue to get things completed through today. Have a safe and Great New Years Paul.

Monahan

Sent from [Mail](#) for Windows

From: Paul Kehrberg <kehrberp@bloomington.in.gov>
Sent: Thursday, December 30, 2021 5:25:42 PM
To: Matt Mitchell <Matt.Mitchell@landmarkproperties.com>; Joei Jones <Joei.Jones@LandmarkProperties.com>; Chris Monahan <Chris.Monahan@LandmarkProperties.com>
Subject: Notice of Violation - The Standard

[EXTERNAL]

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Paul Kehrberg <kehrberp@bloomington.in.gov> Wed, Jan 5, 2022 at 12:26 PM
To: Chris Monahan <chris.monahan@landmarkproperties.com>
Cc: Matt Mitchell <Matt.Mitchell@landmarkproperties.com>, Joei Jones <joei.jones@landmarkproperties.com>, Andrew Cibor <andrew.cibor@bloomington.in.gov>

Good afternoon,

Yesterday we noticed the signs and barricades for the MOT plan had not been installed as required. The lack of signs yesterday means an additional \$1000 fine. If the signs are not installed by the end of the day today there will be a \$2000 fine. The fine will continue to double each day the violation continues until we reach the \$7,500 maximum.

At the Board of Public Works meeting last night a citizen spoke to the Board about your project and the lack of signs as required by the MOT plan.

Please install the required signs and barricades as soon as possible and let us know if you have any questions.

Thanks,
Paul Kehrberg
[Quoted text hidden]

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
To: kehrberp@bloomington.in.gov

Wed, Jan 5, 2022 at 12:26 PM

[Quoted text hidden]

Final-Recipient: rfc822; Matt.Mitchell@landmarkproperties.com
Action: failed
Status: 5.0.0
Remote-MTA: dns; d209878a.ess.barracudanetworks.com. (209.222.82.252, the server for the domain landmarkproperties.com.)
Diagnostic-Code: smtp; 550 permanent failure for one or more recipients (matt.mitchell@landmarkproperties.com:550)
5.4.1 All recipient addresses rejected : Access denied. AS(201806271) [BN8NA...]
Last-Attempt-Date: Wed, 05 Jan 2022 09:26:28 -0800 (PST)

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

From: Paul Kehrberg <kehrberp@bloomington.in.gov>
To: Chris Monahan <chris.monahan@landmarkproperties.com>
Cc: Matt Mitchell <Matt.Mitchell@landmarkproperties.com>, Joei Jones <joei.jones@landmarkproperties.com>, Andrew Cibor <andrew.cibor@bloomington.in.gov>
Bcc:
Date: Wed, 5 Jan 2022 12:26:15 -0500
Subject: Re: Notice of Violation - The Standard
----- Message truncated -----

Paul Kehrberg <kehrberp@bloomington.in.gov>
To: Eric Schulte <Eric.Schulte@landmarkproperties.com>

Wed, Jan 5, 2022 at 12:28 PM

Good afternoon Eric,

The emails to Matt Mitchell keep bouncing back so I wanted to loop you in. Let us know if you have any questions.

Thanks,
Paul Kehrberg
[Quoted text hidden]

Andrew Cibor <andrew.cibor@bloomington.in.gov>
To: Paul Kehrberg <kehrberp@bloomington.in.gov>

Wed, Jan 5, 2022 at 12:28 PM

Thanks Paul!
[Quoted text hidden]

Eric Schulte <Eric.Schulte@landmarkproperties.com>
To: Paul Kehrberg <kehrberp@bloomington.in.gov>

Wed, Jan 5, 2022 at 1:12 PM

Hi Paul – Matt Mitchell is no longer with the company. I will get with our guys and make sure this is addressed ASAP. Please make sure to include me in all emails going forward as I will make sure everything gets addressed in a timely manner.

Thanks again,

Eric Schulte | Project Manager | Landmark Construction

412 W. College Ave. | State College, PA 16801

814.571.3450 | eric.schulte@landmarkproperties.com | www.landmark-properties.com

[Quoted text hidden]

Andrew Cibor <andrew.cibor@bloomington.in.gov>

Thu, Jan 6, 2022 at 11:28 AM

To: Paul Kehrberg <kehrberp@bloomington.in.gov>

Cc: Chris Monahan <Chris.Monahan@landmarkproperties.com>, Matt Mitchell <Matt.Mitchell@landmarkproperties.com>, Joei Jones <Joei.Jones@landmarkproperties.com>

Good morning everyone,

A quick update from the City on the NOV issues:

- Maintenance of Traffic - Signs and barricades are not in place as of this morning. Please resolve this promptly and keep us posted on the status otherwise violations continue to accrue. Current tally of days in violation and fines:
 - 12/30 - \$500
 - 1/4 - \$1,000
 - 1/5 - \$2,000 (cumulative fine is \$3,500 for this issue)
 - 1/6 - If the issue is not resolved today - \$4,000
 - pattern will continue until resolved
- Marked Crosswalk
 - We expect this installed by end of the day tomorrow per the approved MOT plan or that will be an additional MOT violation
- Road cut repairs (failure to complete and failure to comply with standards)
 - 12/30 - \$100 + \$100
 - Per original NOV Letter, "Provide the City with the plan for corrective action for the unrepaired road cuts and the temporary pavement patches. Once approved by City staff, implement the corrections by EOD on 1/7/2021."
- Construction Entrances
 - Per original NOV Letter, "Provide a revised MOT plan for City staff review showing the construction entrances by EOD on 1/7/2021."

Please keep Paul updated with your plans.

Thank you,
Andrew

[Quoted text hidden]

Paul Kehrberg <kehrberp@bloomington.in.gov>

Mon, Jan 10, 2022 at 12:37 PM

To: Michael Stewart <michael.stewart@bloomington.in.gov>

Hi Mike,

This goes along with the email you just sent about where things stand. I'll add things up in a bit.

Paul

[Quoted text hidden]



Paul Kehrberg <kehrberp@bloomington.in.gov>

RE: 14 th street

11 messages

Eric Schulte <Eric.Schulte@landmarkproperties.com>

Wed, Jan 5, 2022 at 3:54 PM

To: "kehrberp@bloomington.in.gov" <kehrberp@bloomington.in.gov>

Cc: Logan Vencel <lvencel@rhmarlin.com>, Joei Jones <Joei.Jones@landmarkproperties.com>, Chris Monahan <Chris.Monahan@landmarkproperties.com>, Laura Oddie <Laura.Oddie@landmarkproperties.com>, Austin Ritter <Austin.Ritter@landmarkproperties.com>

Hi Paul –

Just wanting to make sure we are all on the same page, we have this MOT plan dated 8/26 that doesn't show crosswalks. Either way, if you want the painted crosswalks we will do whatever it takes to get them in ASAP. Also, I believe Logan spoke to you but we will jump on this tomorrow and at least get the signage back up. He is also reaching out to see how quick we can paint those crosswalks if necessary.

Sorry for all the issues with the missing signage but we will have this resolved ASAP and we appreciate your patience in this matter. Once again please feel free to reach out to me on my cell phone if you have any other issues. Our goal is to not create any issues within the City or with the Bloomington residents, and will do whatever it takes to make that happen.

Thank you,

Eric Schulte | Project Manager | Landmark Construction

412 W. College Ave. | State College, PA 16801

814.571.3450 | eric.schulte@landmarkproperties.com | www.landmark-properties.com

From: Logan Vencel <lvencel@rhmarlin.com>**Sent:** Wednesday, January 5, 2022 3:41 PM**To:** Eric Schulte <Eric.Schulte@LandmarkProperties.com>**Subject:** Fwd: 14 th street**[EXTERNAL]**

Eric, see below

Sent from my iPhone

Begin forwarded message:

From: Paul Kehrberg <kehrberp@bloomington.in.gov>
Date: January 5, 2022 at 3:24:37 PM EST
To: Logan Vencel <lvencel@rhmarlin.com>
Subject: Re: 14 th street

Hi Logan,

I'm still in an online meeting. I'm attaching the general construction MOT plan. Landmark should have the same plan since they submitted it to us. We're missing all of the sidewalk closed signs and barricades. Those are along 14th on the east and west ends of the project and along Dunn. We need to have the sidewalk closure signs up like they are shown on the plans. We also need the thermoplastic crosswalk markings on Dunn with the crosswalk signs since that is part of the sidewalk closure on Dunn. Let me know if you have any questions about any of it.

Paul

On Wed, Jan 5, 2022 at 3:07 PM Logan Vencel <lvencel@rhmarlin.com<mailto:lvencel@rhmarlin.com>> wrote:

Paul,

Was trying to reach out to you. Landmark said the city had sent out something on signage. I was trying to see what signage the city was talking about. Thanks for any help you can give me.

RH Marlin
Logan Vencel

Sent from my iPhone

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C800_ MOT PLAN FOR GENERAL CONSTRUCTION ACTIVITY Rev.8.pdf
2758K

Paul Kehrberg <kehrberp@bloomington.in.gov>

Wed, Jan 5, 2022 at 4:29 PM

To: Eric Schulte <Eric.Schulte@landmarkproperties.com>

Cc: Logan Vencel <lvencel@rhmarlin.com>, Joei Jones <joei.jones@landmarkproperties.com>, Chris Monahan <chris.monahan@landmarkproperties.com>, Laura Oddie <Laura.Oddie@landmarkproperties.com>, Austin Ritter <Austin.Ritter@landmarkproperties.com>

Thanks Eric,

I'm attaching the MOT plan we have, it's what went to the Board of Public Works. It shows all of the crosswalks for the end of construction, but we need the one that is part of the pedestrian detour crossing Dunn Street on the north side of 14th. I'd be happy to talk tomorrow.

Paul

[Quoted text hidden]



General Construction Activity MOT - The Standard.pdf
2242K

Eric Schulte <Eric.Schulte@landmarkproperties.com>

Wed, Jan 5, 2022 at 4:34 PM

To: Paul Kehrberg <kehrberp@bloomington.in.gov>

Cc: Logan Vencel <lvencel@rhmarlin.com>, Joei Jones <Joei.Jones@landmarkproperties.com>, Chris Monahan <Chris.Monahan@landmarkproperties.com>, Laura Oddie <Laura.Oddie@landmarkproperties.com>, Austin Ritter <Austin.Ritter@landmarkproperties.com>

Sounds good Paul. We will see what we can do to get that one in ASAP.

I will keep you posted.

Eric Schulte | Project Manager | Landmark Construction

412 W. College Ave. | State College, PA 16801

814.571.3450 | eric.schulte@landmarkproperties.com | www.landmark-properties.com

From: Paul Kehrberg <kehrberp@bloomington.in.gov>

Sent: Wednesday, January 5, 2022 4:29 PM

To: Eric Schulte <Eric.Schulte@LandmarkProperties.com>

Cc: Logan Vencel <lvencel@rhmarlin.com>; Joei Jones <Joei.Jones@LandmarkProperties.com>; Chris Monahan <Chris.Monahan@LandmarkProperties.com>; Laura Oddie <Laura.Oddie@LandmarkProperties.com>; Austin Ritter <Austin.Ritter@LandmarkProperties.com>

Subject: Re: 14 th street

[EXTERNAL]

[Quoted text hidden]

Logan Vencel <lvencel@rhmarlin.com>

Thu, Jan 6, 2022 at 1:30 PM

To: Eric Schulte <Eric.Schulte@landmarkproperties.com>

Cc: Paul Kehrberg <kehrberp@bloomington.in.gov>, Joei Jones <Joei.Jones@landmarkproperties.com>, Chris Monahan <Chris.Monahan@landmarkproperties.com>, Laura Oddie <Laura.Oddie@landmarkproperties.com>, Austin Ritter <Austin.Ritter@landmarkproperties.com>

Eric, Paul

RH Marlin is picking up all sidewalk signage Friday the 7th at 9:30 am(they won't have ready till then) we will install tomorrow. Any questions please let me know.

RH Marlin
Logan Vencel

Sent from my iPhone

On Jan 5, 2022, at 4:35 PM, Eric Schulte <Eric.Schulte@landmarkproperties.com> wrote:

[Quoted text hidden]



Paul Kehrberg <kehrberp@bloomington.in.gov>

14th St Bloomington - The Standard Notice of Violation15 messages

Mike Stewart <michael.stewart@bloomington.in.gov>

Fri, Jan 7, 2022 at 4:34 PM

To: Eric Schulte <Eric.Schulte@landmarkproperties.com>

Cc: Joei Jones <Joei.Jones@landmarkproperties.com>, Chris Monahan <Chris.Monahan@landmarkproperties.com>, Laura Oddie <Laura.Oddie@landmarkproperties.com>, Austin Ritter <Austin.Ritter@landmarkproperties.com>, Jacquelyn Moore <mooreja@bloomington.in.gov>, Paul Kehrberg <kehrberp@bloomington.in.gov>, Andrew Cibor <andrew.cibor@bloomington.in.gov>, Engineering <engineering@bloomington.in.gov>

Good afternoon,

As discussed previously, the work on 14th Street by Landmark Construction remains out of compliance. The City of Bloomington Engineering Department is issuing a further Notice of Violation and fine for the failure to bring the pedestrian maintenance of traffic into compliance by the date noted in the previous NOV.

Please see the attached letter and summary for further details. A paper copy has been mailed to both [315 Oconee St Athens, GA](#) and [412 W College Ave State College, PA](#).

Thank you,

-Mike

--

Mike Stewart

Planning Technician

City of Bloomington Engineering Department

Showers Center City Hall [401 N. Morton St. Suite 130](#)[Bloomington, IN 47404](#)

Office: (812) 349-3573

Cell: (812) 327-3035

**E 14th St_The Standard_NOV_2022_01_07.pdf**7084K

Eric Schulte <Eric.Schulte@landmarkproperties.com>

Fri, Jan 7, 2022 at 7:23 PM

To: Mike Stewart <michael.stewart@bloomington.in.gov>

Cc: Joei Jones <Joei.Jones@landmarkproperties.com>, Chris Monahan <Chris.Monahan@landmarkproperties.com>, Laura Oddie <Laura.Oddie@landmarkproperties.com>, Austin Ritter <Austin.Ritter@landmarkproperties.com>, Jacquelyn Moore <mooreja@bloomington.in.gov>, Paul Kehrberg <kehrberp@bloomington.in.gov>, Andrew Cibor <andrew.cibor@bloomington.in.gov>, Engineering <engineering@bloomington.in.gov>

Hi Mike -

Thank you for taking my call this evening. As of the end of the day today, all of the signage should be up. Please let me know if there is any further action required. As I stated I will be in Bloomington on Tuesday if you would like to meet in the afternoon. I should be available anytime after 2 or most of the day on Wednesday. Please let me know of a time that works for you and your team.

Going forward if there are any issues feel free to give me a call on my cell phone at 814-571-3450, as I will make sure they get addressed in a timely manner. Look forward to meeting you next week and hopefully we have addressed all of your issues.

Thank you,

Eric Schulte

On Jan 7, 2022, at 4:34 PM, Mike Stewart <michael.stewart@bloomington.in.gov> wrote:

[EXTERNAL]

[Quoted text hidden]

[This email was sent from an EXTERNAL SOURCE. Please verify the sender before opening attachments or clicking links]

This message and any attached documents contain information which may be confidential, subject to privilege or exempt from disclosure under applicable law. These materials are intended only for the use of the intended recipient. If you are not the intended recipient of this transmission, you are hereby notified that any distribution, disclosure, printing, copying, storage, modification or the taking of any action in reliance upon this transmission is strictly prohibited. Delivery of this message to any person other than the intended recipient shall not compromise or waive such confidentiality, privilege or exemption from disclosure as to this communication. If you have received this communication in error, please immediately notify the sender and delete the message from your system.

 **E 14th St_The Standard_NOV_2022_01_07.pdf**
7084K

Eric Schulte <Eric.Schulte@landmarkproperties.com>

Wed, Jan 12, 2022 at 9:19 AM

To: Mike Stewart <michael.stewart@bloomington.in.gov>, Paul Kehrerberg <kehrberp@bloomington.in.gov>

Cc: Chris Monahan <Chris.Monahan@landmarkproperties.com>

Paul –

Thank you for meeting with us yesterday. To follow up with some of our conversations.

1. All the sidewalk closure and detour signs are up at this this time. I am working to replace all the detour signs with pedestrian detour signs and I will keep you updated on a timeframe. I am trying to make it happen ASAP.
2. RH Marlin is planning to bring a planer out to smooth the road out and get rid of the existing stone trenching.
3. We are meeting with Smith Design today at 11:00 to review the construction entrances and submit a new plan.
4. The crosswalk at 14th and Dunn Street will be placed on Thursday 11/13 and Friday 11/14.
5. I am working with our office to get a check cut for the fine and will have it overnighted. Hopefully you should see it by Friday.

Thank you again and please reach out if you have any questions or concerns.

Eric Schulte | Project Manager | Landmark Construction

412 W. College Ave. | State College, PA 16801

814.571.3450 | eric.schulte@landmarkproperties.com | www.landmark-properties.com

Paul Kehrberg <kehrberp@bloomington.in.gov>

Wed, Jan 12, 2022 at 11:14 AM

To: Eric Schulte <Eric.Schulte@landmarkproperties.com>

Cc: Mike Stewart <michael.stewart@bloomington.in.gov>, Chris Monahan <chris.monahan@landmarkproperties.com>

Good morning Eric,

Thank you for meeting with us yesterday. I think you mentioned most of these things, but I wanted to send the list we discussed also. I plan to attend the meeting in the morning with the county.

- Move the sidewalk closed sign off of the sidewalk on 14th just east of Walnut.
- Install the crosswalk on Dunn on the northside of 14th. E/W crossing.
- Install Type III barricades on the sidewalks on the southwest corner of 14th and Dunn. Or it would be acceptable to push the fencing to the back of the curb.
- Move the sidewalk closed sign onto the sidewalk on Dunn just west of Indiana. This should have a type III barricade also
- All of the detour signs currently posted are vehicle detour signs. They need to be switched to the pedestrian detour signs shown on the MOT plan.
- Send us a plan to create a smoother travel surface on 14th.
- Patch the three gravel patches in the westbound lane of 14th.
- Send us an updated MOT plan showing the construction entrances.
- Like you mentioned, keep trucks off of 14th while staging.

We appreciate these items being corrected in a timely manner. Keep in mind that the current NOV and fines continue to accumulate until everything has been corrected.

If you have any questions don't hesitate to reach out.

Paul Kehrberg
812-360-5473

[Quoted text hidden]

Eric Schulte <Eric.Schulte@landmarkproperties.com>

Wed, Jan 12, 2022 at 11:25 AM

To: Paul Kehrberg <kehrberp@bloomington.in.gov>

Cc: Mike Stewart <michael.stewart@bloomington.in.gov>, Chris Monahan <Chris.Monahan@landmarkproperties.com>

Hi Paul –

Can you please give me a call at 814-571-3450. We are working to address these issues ASAP and some of them have already been completed. I have a check being cut for the 7k fine that should be there Friday and I was wondering if we could stop the fines as I feel we are being responsive to address all of the issues. I'm hoping that everything is complete by the end of the week and at this time we have temporary measures in place.

Please give me a call as I would like to work out some sort of solution.

Thank you,

Eric Schulte | Project Manager | Landmark Construction

412 W. College Ave. | State College, PA 16801

814.571.3450 | eric.schulte@landmarkproperties.com | www.landmark-properties.com

[Quoted text hidden]

Eric Schulte <Eric.Schulte@landmarkproperties.com>

Wed, Jan 12, 2022 at 12:58 PM

To: Paul Kehrberg <kehrberp@bloomington.in.gov>

Cc: Mike Stewart <michael.stewart@bloomington.in.gov>, Chris Monahan <Chris.Monahan@landmarkproperties.com>

Hi Paul –

See below for the status of the open items.

Thank you,

Eric Schulte | Project Manager | Landmark Construction

412 W. College Ave. | State College, PA 16801

814.571.3450 | eric.schulte@landmarkproperties.com | www.landmark-properties.com

From: Paul Kehrberg <kehrberp@bloomington.in.gov>

Sent: Wednesday, January 12, 2022 11:15 AM

To: Eric Schulte <Eric.Schulte@LandmarkProperties.com>

Cc: Mike Stewart <michael.stewart@bloomington.in.gov>; Chris Monahan <Chris.Monahan@LandmarkProperties.com>

Subject: Re: 14th St Bloomington - The Standard Notice of Violation

[EXTERNAL]

Good morning Eric,

Thank you for meeting with us yesterday. I think you mentioned most of these things, but I wanted to send the list we discussed also. I plan to attend the meeting in the morning with the county.

- Move the sidewalk closed sign off of the sidewalk on 14th just east of Walnut. **Done.**
- Install the crosswalk on Dunn on the northside of 14th. E/W crossing. **To be done today.**
- Install Type III barricades on the sidewalks on the southwest corner of 14th and Dunn. Or it would be acceptable to push the fencing to the back of the curb. **To be done today.**
- Move the sidewalk closed sign onto the sidewalk on Dunn just west of Indiana. This should have a type III barricade also **Done**
- All of the detour signs currently posted are vehicle detour signs. They need to be switched to the pedestrian detour signs shown on the MOT plan. **To be done today.**
- Send us a plan to create a smoother travel surface on 14th. **RH Marlin to plane down road to make a smooth surface. Should happen tomorrow. We will be replacing most of 14th street towards the end of construction.**
- Patch the three gravel patches in the westbound lane of 14th. **To be done today.**
- Send us an updated MOT plan showing the construction entrances. **Met with Smith Design Today. They are updating their drawing now.**
- Like you mentioned, keep trucks off of 14th while staging. **Understood. We have relayed to our sub that this is not acceptable and they are waiting offsite.**

Eric Schulte <Eric.Schulte@landmarkproperties.com>

Wed, Jan 12, 2022 at 9:27 PM

To: Paul Kehrberg <kehrberp@bloomington.in.gov>

Cc: Mike Stewart <michael.stewart@bloomington.in.gov>, Chris Monahan <Chris.Monahan@landmarkproperties.com>, Andrew Cibor <andrew.cibor@bloomington.in.gov>, Joei Jones <Joei.Jones@landmarkproperties.com>, Christopher Monahan <Christopher.Monahan@landmarkproperties.com>, Travis Perkins <Travis.Perkins@landmarkproperties.com>

Hi Paul –

Following up with this email. I have attached pictures showing the barricades, pedestrian signage, and crosswalk that was installed today. As discussed we will take care of planning down of 14th street tomorrow as well as placing concrete in the stone areas. We have also worked with Smith Design to create a new access road plan (See attached email) that we still need to make a few tweaks to. In the meantime we have barricaded the other entrances so they cannot be used until a new plan has been approved. At this time we are only using the approved entrances.

Once again, please reach out to me if you have any issues with what has been put in place.

Eric Schulte | Project Manager | Landmark Construction

412 W. College Ave. | State College, PA 16801

814.571.3450 | eric.schulte@landmarkproperties.com | www.landmark-properties.com

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13 attachments

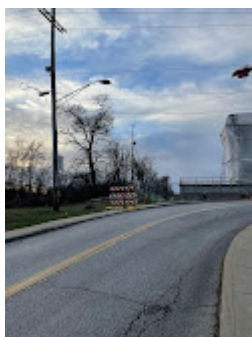
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1089K

 **IMG_6717.JPEG**
1194K

 **IMG_6718.JPEG**
926K

Eric Schulte <Eric.Schulte@landmarkproperties.com>

Fri, Jan 14, 2022 at 8:46 AM

To: Paul Kehrberg <kehrberp@bloomington.in.gov>

Cc: Mike Stewart <michael.stewart@bloomington.in.gov>, Chris Monahan <Chris.Monahan@landmarkproperties.com>, Andrew Cibor <andrew.cibor@bloomington.in.gov>, Joei Jones <Joei.Jones@landmarkproperties.com>, Christopher Monahan <Christopher.Monahan@landmarkproperties.com>, Travis Perkins <Travis.Perkins@landmarkproperties.com>

Hi Paul –

I believe Joei may have reached out to you this morning already, but we have completed everything on the list. Would you or someone on your team have time to come onsite today to walk with our site team and confirm that everything was completed per your expectations. If there are still any issues, we will jump on them ASAP.

Thanks again Paul and please reach out if you have any questions or concerns.

Eric Schulte | Project Manager | Landmark Construction

412 W. College Ave. | State College, PA 16801

814.571.3450 | eric.schulte@landmarkproperties.com | www.landmark-properties.com

[Quoted text hidden]

Chris Monahan <Chris.Monahan@landmarkproperties.com>

Fri, Jan 14, 2022 at 8:53 AM

To: Eric Schulte <Eric.Schulte@landmarkproperties.com>, Paul Kehrberg <kehrberp@bloomington.in.gov>

Cc: Mike Stewart <michael.stewart@bloomington.in.gov>, Andrew Cibor <andrew.cibor@bloomington.in.gov>, Joei Jones <Joei.Jones@landmarkproperties.com>, Christopher Monahan <Christopher.Monahan@landmarkproperties.com>, Travis Perkins <Travis.Perkins@landmarkproperties.com>

Thanks Eric,

Good morning Paul,

Joei and I reached out this morning and connected I with Mike, Who will be coming out to walk with us following your company's 10:00 am meeting. Look forward to it as we feel we have everything to the "acceptable stage" and in compliance.

Talk soon,

Monahan

Sent from [Mail](#) for Windows

[Quoted text hidden]



Michael Stewart <michael.stewart@bloomington.in.gov>

The Standard Work on E 14th

Mike Stewart <michael.stewart@bloomington.in.gov>

Fri, Jan 14, 2022 at 12:38 PM

To: Chris Monahan <Chris.Monahan@landmarkproperties.com>, Patrick Dierkes <patrick.dierkes@bloomington.in.gov>, Joei Jones <Joei.Jones@landmarkproperties.com>, Eric Schulte <Eric.Schulte@landmarkproperties.com>, Engineering <engineering@bloomington.in.gov>, Andrew Cibor <andrew.cibor@bloomington.in.gov>, Adam Wason <wasona@bloomington.in.gov>, Jacquelyn Moore <mooreja@bloomington.in.gov>

Hello,

I wanted to follow up in regards to the meeting that Patrick Dierkes and I had with Chris Monahan and Joei Jones on site today. I thank you both for your time! Below is a summary of the meeting. If anything is misstated or left out please let me know:

- The pedestrian maintenance of traffic is now in compliance with the approved plan. It was observed that this came into compliance by EOD on Wednesday 1/12/2022. Fines for this violation will be issued through Tuesday 1/11/2022
- Landmark Construction worked to smooth some of the rougher sections of E 14th St as related to construction activity. While the City does not find the condition of the road to be acceptable in its current state, the City recognizes that there are not feasible solutions to bring it into an acceptable condition prior to this spring. Landmark Construction performed these repairs on Thursday 1/13/2022. Fines for these two violations will be issued through Wednesday 1/12/2022.
- City staff will be working to issue the third Notice of Violation, containing the aforementioned fines, today
- The City expects that E 14th St should not be allowed to degrade any further and any additional damage be repaired promptly
 - Landmark Construction suggested that they keep cold patch on site to address any winter damage
- The City expressed concern that City snowplows will have difficulty maintaining E 14th in its current condition. The City would like to develop a plan with Landmark Construction where Landmark Construction will help maintain areas that are difficult for the plows to access
- Landmark Construction will be attending the Board of Public Works worksession this Tuesday 1/18/22, at 3:30pm to provide an update on the project and on the City's concerns referenced in the Notice of Violations. The City also asked that Landmark Construction be prepared to discuss the state of the current condition of E 14th St, plans for winter maintenance, and plans for full repairs when weather allows.
- The City has requested that Landmark Construction develop at least two new 'generic' maintenance of traffic plans that cover incidental work within the right-of-way (eg repairing pothole). These plans should cover both short-term full closure of E 14th and short-term lane closures of E 14th. These plans should indicate when flaggers will be utilized and a detailed list and relative location of all MUTCD compliant signs that will be utilized.
 - It is understood that minor modifications to the plans may continually be necessary as unique situations arise. The City requests that these modifications be discussed between Landmark Construction and the City
- Landmark Construction will reach out to the City's Engineering Dept. at least 24 hours in advance of any lane/road closures and implement the aforementioned maintenance of traffic plans.
- The City stated to Landmark Construction that they can drive the signs/barricades into the ground to help with sign theft
- Landmark Construction has submitted an updated SWPP showing a total of 6 construction entrances. The City relayed that while the current entrances were referenced in our Notices of Violations, they were not currently an issue that was resulting in fines.

Thank you all again, we look forward to hearing from you on Tuesday at the work session,
-Mike

Below is a link to the BPW worksession this coming Tuesday 1/18/22:

Join Zoom Meeting

<https://bloomington.zoom.us/j/88347702944?pwd=dnJBOTFHdThLNmxZM3l0V3lwME9HUT09>

Meeting ID: 883 4770 2944

Passcode: 415522

Dial by your location

+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)

Meeting ID: 883 4770 2944

Passcode: 415522

Find your local number: <https://bloomington.zoom.us/j/88347702944>

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Mike Stewart

Planning Technician

City of Bloomington Engineering Department

Showers Center City Hall 401 N. Morton St. Suite 130

Bloomington, IN 47404

Office: (812) 349-3573

Cell: (812) 327-3035

Appeal of Notice of Violation
Issued for Violation of Right of Way use Chapter 12.08

Please complete this form in its entirety. Use black or blue ink and print legibly. A copy of the Notice of Violation you were issued MUST be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these documents must be submitted to the Public Works Department within seven (7) days the order, requirement, decision, or determination that is being appealed. You will receive notice at the address you provide below of the date your appeal will be considered by the Board of Public Works ("Board"). The Board will primarily consider the written materials submitted, including this appeal form, documents you provide, and staff recommendations. In addition, on the date given below you will have the opportunity to speak to the Board. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court within seven (7) days from the date of the Board's decision.

Name: Landmark Construction - Eric Schulte

Address: Site Address: 350 E 14th Street - Bloomington, IN 47408 / Corporate Office: 315 Oconee Street - Athens, GA 30601

Phone Number: 814-571-3450

Date on Notice of Violation: 1/18/2022

Today's Date: 1/21/2022

Reason for Appeal: See attached letter.

(you may continue on another page if necessary)

Send notice of my appeal date to me at the following address: If possible send by email to eric.schulte@landmarkproperties.com

Physical Mailing Address: 412 W. College Avenue - State College, PA 16801


Signature

1/21/2022
Date

For City Use Only:

Date Appeal Received: _____ By: _____

Date Appeal Forwarded to Legal Department: _____



January 21, 2022

Mr. Mike Stewart
Planning Technician
City of Bloomington Engineering Department
401 N. Morton Street
Bloomington, IN 47404

Dear Mr. Stewart:

I am writing you to appeal the fines associated with the Notice of Violation letter dated January 18th, 2022. Landmark Construction was notified of violations on December 30th, 2021 with a required date of completion of December 31st, 2021. Due to the holiday season, it was difficult to locate the resources required to complete these tasks within 24 hours. During the week January 3rd, 2022 we did install all sidewalk closure, directional, and temporary detour signage. Landmark did agree to pay without appeal the entirety of the fines, \$7,700.00, in the Notice of Violation letter dated January 7th, 2022.

On January 11th, 2022 Landmark project management staff met with City of Bloomington officials to review the Notice of Violation letter and discuss the procedures to address all outstanding violations. After this meeting, Landmark Construction had all proper signage and barricades in compliance at the end of the following day. At this meeting it was discussed that due to the temperatures we would not be able to complete the crosswalk and road patching until January 12th and 13th.

Landmark does understand that the temporary patching that is currently in place in 14th Street is not satisfactory but will work with the city to maintain it until temperatures allow for an acceptable solution. Landmark would also like to remind the board that within the scope of this project we will be entirely repaving a majority of East 14th Street in the spring/summer of 2023.

Due to Landmark paying all fines up until January 7th, 2022 without appeal and prompt action being taken after the meeting on January 11th, 2022, we are kindly requesting that the fines be dropped or reduced for the NOV dated 1/18/2022.

Please let me know the date of the appeal as I look forward to speaking with you and the Board of Public Works. Thank you for your consideration and continued assistance in resolving these issues.

Sincerely,

Eric Schulte
Project Manager
Landmark Construction



Pedestrian Detour Signage at
E. 14th and N. Walnut Street -
1/12/2022



Pedestrian Detour Signage at
E. 14th and N. Walnut Street -
1/12/2022



Pedestrian Detour Signage at
E.14th and N. Walnut Street -
1/12/2022



Sidewalk Barricade at NW Corner of
Project - 1/12/2022



Crosswalk at E.14th and N. Dunn
Street - 1/12/2022



Sidewalk Barricade at E.14th and N.
Dunn Street - 1/12/2022



Pedestrian Detour Signage at
E.14th and N. Dunn Street -
1/12/2022



Sidewalk Barricade at E.14th and N.
Dunn Street - 1/12/2022



Sidewalk Barricade at SE Corner of
Project - 1/12/2022



Pedestrian Detour Signage at E.
13th Street and N. Indiana Ave. -
1/12/2022



Pedestrian Detour Signage at E. 13th Street and N. Indiana Ave. - 1/12/2022



**City of Bloomington
Engineering Department**

January 18, 2022

Landmark Urban Construction
C/O Matt Mitchell
315 Oconee St.
Athens, GA 30601

Landmark Urban Construction
C/O Eric Schulte
412 W. College Ave
State College, PA 16801

Re: **Notice of Violation**
BMC Chapter 12.08 Use of the Right of Way, Section 12.08.100 (*Fine*)
BMC Chapter 12.08 Use of the Right of Way, Section 12.08.140 (*Fine*)
BMC Chapter 12.08 Use of the Right of Way, Section 12.08.140 (*Fine*)

Dear Landmark Urban Construction,

This letter serves as a Notice of Violation of **Chapter 12.08 Use of the Right of Way: Section 12.08.100 [Failure to maintain approved maintenance of traffic plan, including, but limited to, maintaining compliant traffic control devices], Section 12.08.140 [Failure to repair damage to right of way following excavation], and Section 12.08.140 [Failure to comply with City Standards and specifications for right of way repairs]** of the Bloomington Municipal Code in the public right of way along East 14th Street from North Walnut Street to the N Dunn Street ("*Property*") on 1/12/202. Records show that you are the contractor performing the work at the Property.

On Wednesday 12/29/2021, staff observed a lack of signs identifying the pedestrian detour route. No sidewalk closure signs required by the approved maintenance of traffic (MOT) plan for General Construction Activity were present. A Notice of Violation was issued on December 30th, 2021 indicated that this needed to be corrected immediately, by the end of the day Friday, December 31st, 2021. Detour signs were placed on January 7th, 2022. It was relayed to Landmark Construction on January 11th, 2022 that the signs indicated in the approved MOT are to be MUTCD designated M4-9Bb signs. MUTCD designated M4-8 signs were placed.

Staff had observed two street cuts in the westbound lane of E 14th St which were gravel. The other street cuts are in very poor condition. Condition 12 on the Grading Permit states "temporary utility trench pavement" is acceptable; however, the applicant shall be responsible for all maintenance of the roadway while the temporary pavement is in place. Repairs must also be made in a timely manner when request by City staff. Staff previously sent an email about the condition of the pavement on December 15th, 2021.

Landmark Construction was issued a Notice of Violation on December 30th, 2021 for violations of BMC 12.08.100 and BMC 12.08.140. An additional Notice of Violation was issued on January 7th, 2022 for the unresolved issues of BMC 12.08.100. While the violations related to BMC 12.08.140 had not reached their deadline for remedy, they were referenced within this Notice of Violation.

City staff met on-site with Landmark Construction on January 11th, 2022 and expressed the ongoing concerns with the outstanding violations. The pedestrian maintenance of traffic was installed, as indicated in the approved MOT, on January 12th, 2022. Landmark Construction took efforts to smooth the concrete patches and repair the gravel patches on January 13th, 2022. Staff observed that flaggers were present; however, no signs were present.

Staff met on-site with Landmark Construction on January 14th, 2022. Staff expressed that the condition of the pavement on E 14th St was still not acceptable but understands that there are no feasible solutions to bring the pavement into compliance until asphalt plants open in the Spring of 2022. Staff relayed that fines for BMC 12.08.140 ceased as of January 12th, 2022. It was relayed that the City anticipates that the road condition be maintained by Landmark Construction until a more permanent solution can be applied. Should the condition of the road degrade beyond its current condition, the City may issue further violations and fines. Should the condition of the road inhibit the safe and effective removal of snow/ice, the City may issue further violations and fines; however, the City would like to work with Landmark Construction to develop a plan to help avoid this becoming an issue.

Notes from the on-site meeting between City staff and Landmark Construction have been added as an attachment with this document. While these are not direct remedies to the violations contained within this document, many of the actions will be required for Landmark Construction to remain in compliance with BMC Chapter 12.08.

In accordance with BMC Chapter 12.08 Use of the Right of Way, Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]:

Traffic control plans for all streets, sidewalks, bike lanes or other city right-of-way within the city shall be made in compliance with the Indiana Manual on Uniform Traffic Control Devices. Other specific safety precautions may be required by the transportation and traffic engineer, or their designees. All proper traffic control devices including but not limited to barricades, signage, lights, temporary markings, cones, and other safety precautions shall be maintained by the party to whom the permit was issued under the provisions of this chapter until construction has been inspected and approved by the transportation and traffic engineer, or their designees.

In accordance with BMC Chapter 12.08 Use of the Right of Way, Section 12.08.140 [Failure to repair damage to right of way following excavation]

After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer.

In accordance with **BMC Chapter 12.08 Use of the Right of Way, Section 12.08.140 [Failure to comply with City Standards and specifications for right of way repairs]**

After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer.

According to **BMC Chapter 12.10 ENFORCEMENT AND PENALTIES**, a violation of **BMC Chapter 12.08 Use of the Right of Way, Section 12.08.100** is subject to an initial five-hundred dollar (\$500.00) fine. Each violation of **Chapter 12.08 Use of the Right of Way, Section 12.08.140** is subject to an initial one-hundred dollar (\$100.00) fine.

According to **BMC Chapter 12.08 Use of the Right of Way, Section 12.10.040(b)**:

The following violations of this title shall be subject to the fines listed in the table below for the first offense. In addition, if a responsible party commits a second or subsequent violation of the same provision within three years of the first such violation, regardless of whether the second or subsequent violation is on the same property as the first such violation, the listed fine for such second or subsequent offense shall be twice the previous fine, subject to the maximum set forth in subsection (a) above. (For example, a violation that is subject to a one hundred dollar fine per the table will be subject to a two hundred dollar fine for the second offense, a four hundred dollar fine for the third offense, and so forth.)

Each day a violation is allowed to continue is considered an additional and separate violation. Subsequent violations are twice the previous fine, up to a maximum daily fine of seven thousand, five hundred dollars (\$7,500).

As a result of these violations, pursuant to **BMC Chapter 12.08 Use of the Right of Way, Section 12.10.040 Landmark Urban Construction** is hereby assessed a fine of *twenty-five thousand, three hundred dollars (\$25,300.00)* for the violations of **12.08 Use of the Right of Way, Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]**, **Section 12.08.140 [Failure to repair damage to right of way following excavation]**, and **Section 12.08.140 [Failure to comply with City Standards and specifications for right of way repairs]** . *This is the third Notice of Violation letter sent to Landmark Construction establishing remedies and deadlines to come into compliance. Any future violation of BMC 12.08.100 or 12.08.140 may result in increased fines in accordance with BMC Chapter 12.08 Use of the Right of Way, Section 12.10.040. Note: This fine amount is in addition to the seven hundred dollar (\$700) fine included in the NOV issued on 12/30/2021, which encompassed fines for both BMC 12.08.100 and BMC 12.08.140, and the seven thousand dollar (\$7,000) fine included in the NOV issued on 1/7/2022 which encompassed fines for BMC 12.08.100.*

<u>Date</u>	<u>Violation</u>	<u>Fine Amount</u>	<u>Remedy Date</u>	<u>Notes</u>
12/30/2021	Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]	\$500.00	12/31/2021 for sign and barricade placement 1/7/2022 for crosswalk placement	NOV Sent on 12/30/2021
	Section 12.08.140 [Failure to repair damage to right of way following excavation]	\$100.00	1/7/2022	
	Section 12.08.140 [Failure to comply with City Standards and specifications for right of way repairs]	\$100.00	1/7/2022	
1/4/2022	Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]	\$1,000.00	12/31/2021 for sign and barricade placement 1/7/2022 for crosswalk placement	NOV Sent on 1/7/2022
1/5/2022	Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]	\$2,000.00	12/31/2021 for sign and barricade placement 1/7/2022 for crosswalk placement	
1/6/2022	Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]	\$4,000.00	12/31/2021 for sign and barricade placement 1/7/2022 for crosswalk placement	

1/7/2022	Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]	\$7,500.00	12/31/2021 for sign and barricade placement 1/7/2022 for crosswalk placement	<p>Compliance deadline for remaining items 1/7/2022</p> <p>NOV Sent on 1/14/2022</p> <p>Section 12.08.100 (Pedestrian MOT signs, barricades, and crosswalk) brought into compliance on 1/12/2022</p>
1/10/2022	Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]	\$7,500.00	12/31/2021 for sign and barricade placement 1/7/2022 for crosswalk placement	
	Section 12.08. 140 [Failure to repair damage to right of way following excavation]	\$200.00	1/7/2022	
	Section 12.08. 140 [Failure to comply with City Standards and specifications for right of way repairs]	\$200.00	1/7/2022	
1/11/2022	Section 12.08.100 [Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices]	\$7,500.00	12/31/2021 for sign and barricade placement 1/7/2022 for crosswalk placement	
	Section 12.08.140 [Failure to repair damage to right of way following excavation]	\$400.00	1/7/2022	
	Section 12.08.140 [Failure to comply with City Standards and specifications for right of way repairs]	\$400.00	1/7/2022	

1/12/2022	Section 12.08.140 [Failure to repair damage to right of way following excavation]	\$800.00	1/7/2022	Measures were taken by Landmark Construction to bring Section 12.08.140 into compliance on 1/13/2022
	Section 12.08.140 [Failure to comply with City Standards and specifications for right of way repairs]	\$800.00	1/7/2022	

Total Amount Due on current Notice of Violation 1/7/2022-1/12/2022	\$25,300.00
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Total Amount Due for all Notice of Violations from 12/30/2021-1/12/2022	\$33,000.00
--	--------------------

Remedies:

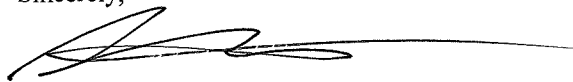
1. Continue to maintain the condition of E 14th St so it does not degrade past its current condition (ongoing)
2. Provide a plan for the ongoing maintenance and satisfactory repair of E 14th St, once asphalt plants are open in Spring of 2022 (To be discussed in Board of Public Works Work Session, January 18th, 2022)
 - a. E 14th St is to be paved by Landmark Construction in the Spring of 2022.
 - b. E 14th St is to be reconstructed by Landmark Construction in the Summer of 2023.

If you dispute the City's assertion that the property is in violation of the above referenced sections of BMC Chapter 12.08 Use of the Right of Way, you may file an appeal with the City's Board of Public Works. Said appeal shall be filed with the Public Works Department within seven (7) days of the order, requirement, decision or determination that is being appealed.

Failure to resolve this violation within the aforementioned timeframes may result in further enforcement action. The fine amount shall be paid to the City of Bloomington. All fines may be contested in the Monroe County Circuit Courts.

Please contact the Engineering Department at engineering@bloomington.in.gov or 812-349-3913 with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Stewart', with a long horizontal flourish extending to the right.

Mike Stewart
Planning Technician
Enclosures: (9)

CC: Andrew Cibor, City Engineer and Director, Engineering Department
Jacquelyn Moore, Assistant City Attorney



Photo 1: Intersection of Dunn and 14th showing lack of pedestrian signage and marked crosswalks. 12/29/2021



Photo 2: Temporary gravel patch on 14th Street. 12/29/2021



Photo 3: Noncompliant temporary pavement patches. 12/29/2021



Photo 4: Noncompliant temporary pavement patches. 12/29/2021



Photo 5: Lack of pedestrian detour signage. 12/30/2021



Photo 6: Patch added to one section of damage to E 14th Street. Patch not to specification for City of Bloomington winter patch detail. Note: Landmark Construction did not reach out to discuss plan for patch. Other issues remain unresolved on E 14th St. 1/7//2022



Photo 7 Example of M4-8 sign instead of approved M4-9b sign. 1/7/2022



Photo 8 Road repair being done on E 14th St without proper signage. 1/13/2022



CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT
P.O. BOX 100
401 N. MORTON STREET
BLOOMINGTON, IN 47404
www.bloomington.in.gov/engineering

NOTICE OF VIOLATION

Date: January 18, 2022 **Time:** 2:00 PM **Address/location:** E 14th St-Walnut to Dunn

☐ **BMC 12.08.020 Right of Way Closure or Excavation without a permit.** Any person closing, prohibiting access to, digging, cutting or excavating on or causing the same to be made in pavements or adjacent to pavements shall take out a right-of-way use permit as required by this chapter. A person shall not begin the aforementioned activities until a right-of-way use permit has been duly granted as provided in this chapter. The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff. See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine Due: \$500.00 ☐ Warning (No fine due at this time)

☒ **BMC 12.08.140 Failure to repair damage to right of way following excavation.** After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer. See BMC 12.10.040(c) for right of way use violation fines.

☒ Fine Due: \$1,400.00 ☐ Warning (No fine due at this time)

☒ **BMC 12.08.140 Failure to comply with City standards and specifications for right of way repairs.** After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer. See BMC 12.10.040(c) for right of way use violation fines.

☒ Fine Due: \$1,400.00 ☐ Warning (No fine due at this time)

☐ **BMC 12.08.050(2)(f) Right of way use without approved maintenance of traffic plan.** Any person desiring to close, prohibit access to, or make any opening or excavation shall file with the transportation and traffic engineer, or their designees, a maintenance of traffic plan that is compliant with the Manual on Uniform Traffic Control Devices (MUTCD). See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine Due: \$500.00 ☐ Warning (No fine due at this time)

☒ **BMC 12.08.100 and 12.08.110 Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices.** Deviation from or failure to maintain approved traffic control plans including, but not limited to, maintaining compliant traffic control devices and/or pedestrian walkarounds shall be considered a violation and shall be subject to penalty. See BMC 12.10.040(c) for right of way use violation fines.

☒ Fine Due: \$22,500.00 ☐ Warning (No fine due at this time)

☐ **BMC 12.08.020 Failure to have permit on site.** The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff. See BMC 12.10.040(c) for right of way use violation fines.

☐ Fine Due: \$100.00 ☐ Warning (No fine due at this time)

BMC 12.08.020 Failure to reopen right of way per approved dates for right of way use permit. Any person closing, prohibiting access to, digging, cutting or excavating on or causing the same to be made in pavements or adjacent to pavements shall apply for a right-of-way use permit as required by this chapter. A person shall not begin the aforementioned activities until a right-of-way use permit has been duly granted as provided in this chapter.

Fine Due: \$250.00

___ Warning (No fine due at this time)

Comments: On Wednesday 12/29/2021, staff observed a lack of signs identifying the pedestrian detour route. No sidewalk closure signs or barricades required by the approved maintenance of traffic plan for General Construction Activity were present. Additionally, the required crosswalk pavement markings were not installed as identified on the approved maintenance of traffic plan.

Street cuts along E 14th St are in very poor condition. Condition 12 on the Grading Permit states "temporary utility trench pavement" is acceptable, however, the applicant shall be responsible for all maintenance of the roadway while the temporary pavement is in place. Repairs must also be made in a timely manner when request by City staff. Staff previously sent an email about the condition of the pavement on 12/15/2021.

A Notice of Violation was issued on Thursday, 12/30/2021. A second Notice of Violation was issued on Friday, 1/7/2022. The original dates given for remedy of these violations can be found in the attached letter.

The maintenance of traffic came into compliance on 1/12/2022. Efforts were made by Landmark Construction to improve the condition of the road on 1/13/2022- the City recognizes that it is not feasible to further improve the road condition until asphalt plants open in the Spring of 2022.

1. Fine must be paid within seven (7) days from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the Engineering Department at the address shown above. Please make check/money order payable to "City of Bloomington". All fines listed above may be contested in the Monroe County Circuit Courts.**
2. This NOV may be appealed, an administrative appeal must be filed with the Public Works Department within seven days of the order, requirement, decision, or determination that is being appealed.

Owner or Company Name: Landmark Urban Construction
Address: 315 Oconee St.

City: Athens **State:** GA **Zip Code:** 30601

Issued by: Mike Stewart **Mail Copy to Owner:** January 18, 2022

Appeal of Notice of Violation
Issued for Violation of Right of Way use Chapter 12.08

Please complete this form in its entirety. Use black or blue ink and print legibly. A copy of the Notice of Violation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these documents must be submitted to the Public Works Department within seven (7) days the order, requirement, decision, or determination that is being appealed. You will receive notice at the address you provide below of the date your appeal will be considered by the Board of Public Works ("Board"). The Board will primarily consider the written materials submitted, including this appeal form, documents you provide, and staff recommendations. In addition, on the date given below you will have the opportunity to speak to the Board. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court within seven (7) days from the date of the Board's decision.

Name: _____

Address: _____

Phone Number: _____

Date on Notice of Violation: _____ Today's Date: _____

Reason for Appeal: _____

(you may continue on another page if necessary)

Send notice of my appeal date to me at the following address: _____

Signature

Date

For City Use Only:

Date Appeal Received: _____ By: _____

Date Appeal Forwarded to Legal Department: _____



Michael Stewart <michael.stewart@bloomington.in.gov>

The Standard Work on E 14th

Mike Stewart <michael.stewart@bloomington.in.gov>

Fri, Jan 14, 2022 at 12:38 PM

To: Chris Monahan <Chris.Monahan@landmarkproperties.com>, Patrick Dierkes <patrick.dierkes@bloomington.in.gov>, Joei Jones <Joei.Jones@landmarkproperties.com>, Eric Schulte <Eric.Schulte@landmarkproperties.com>, Engineering <engineering@bloomington.in.gov>, Andrew Cibor <andrew.cibor@bloomington.in.gov>, Adam Wason <wasona@bloomington.in.gov>, Jacquelyn Moore <mooreja@bloomington.in.gov>

Hello,

I wanted to follow up in regards to the meeting that Patrick Dierkes and I had with Chris Monahan and Joei Jones on site today. I thank you both for your time! Below is a summary of the meeting. If anything is misstated or left out please let me know:

- The pedestrian maintenance of traffic is now in compliance with the approved plan. It was observed that this came into compliance by EOD on Wednesday 1/12/2022. Fines for this violation will be issued through Tuesday 1/11/2022
- Landmark Construction worked to smooth some of the rougher sections of E 14th St as related to construction activity. While the City does not find the condition of the road to be acceptable in its current state, the City recognizes that there are not feasible solutions to bring it into an acceptable condition prior to this spring. Landmark Construction performed these repairs on Thursday 1/13/2022. Fines for these two violations will be issued through Wednesday 1/12/2022.
- City staff will be working to issue the third Notice of Violation, containing the aforementioned fines, today
- The City expects that E 14th St should not be allowed to degrade any further and any additional damage be repaired promptly
 - Landmark Construction suggested that they keep cold patch on site to address any winter damage
- The City expressed concern that City snowplows will have difficulty maintaining E 14th in its current condition. The City would like to develop a plan with Landmark Construction where Landmark Construction will help maintain areas that are difficult for the plows to access
- Landmark Construction will be attending the Board of Public Works worksession this Tuesday 1/18/22, at 3:30pm to provide an update on the project and on the City's concerns referenced in the Notice of Violations. The City also asked that Landmark Construction be prepared to discuss the state of the current condition of E 14th St, plans for winter maintenance, and plans for full repairs when weather allows.
- The City has requested that Landmark Construction develop at least two new 'generic' maintenance of traffic plans that cover incidental work within the right-of-way (eg repairing pothole). These plans should cover both short-term full closure of E 14th and short-term lane closures of E 14th. These plans should indicate when flaggers will be utilized and a detailed list and relative location of all MUTCD compliant signs that will be utilized.
 - It is understood that minor modifications to the plans may continually be necessary as unique situations arise. The City requests that these modifications be discussed between Landmark Construction and the City
- Landmark Construction will reach out to the City's Engineering Dept. at least 24 hours in advance of any lane/road closures and implement the aforementioned maintenance of traffic plans.
- The City stated to Landmark Construction that they can drive the signs/barricades into the ground to help with sign theft
- Landmark Construction has submitted an updated SWPP showing a total of 6 construction entrances. The City relayed that while the current entrances were referenced in our Notices of Violations, they were not currently an issue that was resulting in fines.

Thank you all again, we look forward to hearing from you on Tuesday at the work session,
-Mike

Below is a link to the BPW worksession this coming Tuesday 1/18/22:

Join Zoom Meeting

<https://bloomington.zoom.us/j/88347702944?pwd=dnJBOTFHdThLNmxZM3lOV3lwME9HUT09>

Meeting ID: 883 4770 2944

Passcode: 415522

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 883 4770 2944

Passcode: 415522

Find your local number: <https://bloomington.zoom.us/j/88347702944>

--

Mike Stewart

Planning Technician

City of Bloomington Engineering Department

Showers Center City Hall 401 N. Morton St. Suite 130

Bloomington, IN 47404

Office: (812) 349-3573

Cell: (812) 327-3035

**City of Bloomington's Board of Public Works Order on Appeal of Notice of
Violation Issued to Urban Construction for Violations of
Chapter 12.08 Use of Right of Way Along E. 14th St. & N. Dunn St.**

This matter is before the Board of Public Works for Appeal of a Notice of Violation (NOV) along E. 14th Street and N. Dunn Street, Bloomington, Indiana (the "Property"), which was issued on January 18, 2022. The Board of Public Works received information regarding the NOV for its regular meeting on Tuesday, February 1, 2022.

The Board of Public Works now finds as follows:

1. Landmark Construction ("Appellant") did timely appeal the NOV.
2. With regard to this NOV, Appellant admits that Landmark Construction is responsible for the work in this area, which is construction of multiple units of student housing for the owner of the property, The Standard at Bloomington.
3. Appellant is therefore a "responsible party" pursuant to BMC § 12.10.050(a)(1), which provides: "the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: (1) The property owner; (2) Persons with any possessory interest in the property; and (3) Any person who, whether as property manager, principal agent, owner, lessee, tenant, contractor, builder, architect, engineer or otherwise who, either individually or in concert with another, causes, maintains suffers or permits the violation to occur and/or to continue."
4. On Wednesday, December 29, 2021, Engineering staff observed: a lack of signs identifying the pedestrian detour route; a lack of sidewalk closure signs or barricades required by the approved maintenance of traffic ("MOT") plan.
5. On this same date, staff noted that street cuts along E. 14th Street were in very poor condition. Although temporary utility trench pavement was acceptable, Appellant was responsible for maintenance of the roadway while temporary pavement is in place. Appellant had already been made aware of the poor condition of pavement in mid-December.
6. Appellant was previously issued a NOV on December 30, 2021, for violation of BMC 12.08.100 (Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant control devices) and BMC 12.08.140 (Failure to repair damage to right of way following excavation and failure to comply with City standards and specifications in right of way repairs. The NOV issued on January 7, 2022, was for continuing failure to comply with BMC 12.08.100.
7. Violations of BMC Chapter 12.08 are subject to the fine amounts set out in BMC Chapter 12.10, Enforcement and Penalties. Fines initially assessed for a violation will double each day that a violation is allowed to continue, until a maximum daily fine of \$7,500 is reached. This fine will continue to be assessed until the cause of the fine is remedied.

8. The fines for the numerous and recurring violations of BMC 12.08 which are contained in the NOV totals \$25,300.00.

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

1. Upholds the NOV issued on January 18, 2022, and the assessed fines regarding violation of BMC Chapter 12.08 (Use of the Right of Way).
2. Upholds the NOV regarding violation and assesses fines of _____ regarding violation of BMC Chapter 12.08 (Use of the Right of Way).
3. Voids the NOV and assessed fines regarding violation of BMC Chapter 12.08 (Uses of the Right of Way).

So Ordered this _____ day of _____, 2022.

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

The Board of Public Works meeting was held on Tuesday, January 18, 2022 at 5:30 pm virtually through Zoom. Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Beth H. Hollingsworth
Elizabeth Karon

ROLL CALL

City Staff: Adam Wason -- Public Works
April Rosenberger -- Public Works
Russell White -- Engineering
Paul Kehrberg -- Engineering

Beth H. Hollingsworth nominated Kyla Cox Deckard as the President of the Board of Public Works for 2022, herself as the Vice President for 2022 and Elizabeth Karon as the Secretary for 2022. Elizabeth Karon seconded. Adam Wason took a roll call vote. Kyla Cox Deckard voted yes, Hollingsworth voted yes, Karon voted yes. Motion is passed.

ELECTION OF OFFICERS

Beth Hollingsworth thanked the Crews, who worked through the small amount of snowfall, for keeping the roads safe. Reminded everyone to stay safe and be healthy. Kyla Cox Deckard welcomed Elizabeth Karon to the Board, Hollingsworth welcomed Karon as well.

**MESSAGES FROM BOARD
MEMBERS**

John Simpson, Monroe LLC., mentioned that he had written a letter to the Board and asked for feedback. Wason said that Simpson will get a written response from City legal. Simpson is not pleased with the Engineering Department regarding the work he completed on the Maxwell Street Sidewalk Project. Simpson asked why he wasn't aware of the change orders that were approved by the Board. He also explained that he has done numerous project for the City and just doesn't feel like there is a fair and equitable environment to get contractors to work for the City.

**PETITIONS &
REMONSTRANCES**

Board Comments: Adam Wason, Public Works, addressed Simpson's complaint. Wason stated that the City does try to create an environment that is fair to the contractor. He explained that there aren't many projects with issues. Wason stated that Simpson's concerns will be addressed individually and he should expect a response from City Legal.

1. Approval of Minutes January 04, 2022
2. Public Improvements Bond Estimate for Alacrity Investments (2306 and 2310 W. 3rd Street)
3. Public Improvements Bond Estimate for Mill Creek Phase 2, Section 2
4. Public Improvements Bond Estimate for AutoVest II (Little Star ABA)
5. Bonding Agreement with City of Bloomington Utilities

CONSENT AGENDA

6. 2022 Service Agreement with Cummins, Inc.
7. Approval of Payroll

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

Russell White, Engineering, presented Request to Reject all Bids for the South Walnut Street (Winslow to Ridgeview) Sidewalk. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Request to Reject all Bids for the South Walnut Street (Winslow to Ridgeview) Sidewalk. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Full Street Closure Request from Strauser Construction on N. Lincoln St. north of E. 17th St. (February 21, 2022 - April 04, 2022). See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Full Street Closure Request from Strauser Construction on N. Lincoln St. north of E. 17th St. (February 21, 2022 - April 04, 2022). Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Full Street Closure Request from City of Bloomington Utilities on W. 12th St. from N. Lindbergh Dr. to N. Monroe St. (January 19, 2022 – March 02, 2022). See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Full Street Closure Request from City of Bloomington Utilities on W. 12th St. from N. Lindbergh Dr. to N. Monroe St. (January 19, 2022 – March 02, 2022). Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Road Closure Request from Scannell Properties on E. Longview Avenue (January 24, 2022- February 06, 2022). See meeting packet for details.

Board Comments: Hollingsworth asked about the access to the apartments on Longview. Kehrberg answered that the contractor has been in contact with the

NEW BUSINESS

Request to Reject all Bids for the South Walnut Street (Winslow to Ridgeview) Sidewalk

Full Street Closure Request from Strauser Construction on N. Lincoln St. north of E. 17th St. (February 21, 2022 - April 04, 2022)

Full Street Closure Request from City of Bloomington Utilities on W. 12th St. from N. Lindbergh Dr. to N. Monroe St. (January 19, 2022 – March 02, 2022)

Road Closure Request from Scannell Properties on E. Longview Avenue (January 24, 2022- February 06, 2022)

residents of the apartments and they will have access. Cox Deckard noted that this closure will not interfere with the request from Duke Energy, as they will happen on different dates.

Hollingsworth made a motion to approve Road Closure Request from Scannell Properties on E. Longview Avenue (January 24, 2022- February 06, 2022). Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Right-of-Way Use Request from Duke Energy on N. Pete Ellis Dr. (February 28 to April 8, 2022). See meeting packet for details.

**Right-of-Way Use Request from
Duke Energy on N. Pete Ellis Dr.
(February 28 to April 8, 2022)**

Board Comments: Karon asked about the end date of the closure. Kehrberg said that it will be for approximately 30 days through April 8th. Cox Deckard asked if the side-path would remain open. Kehrberg confirmed. Hollingsworth asked if the work from Longview to 3rd would be continuous. Kehrberg confirmed.

Hollingsworth made a motion to approve Right-of-Way Use Request from Duke Energy on N. Pete Ellis Dr. (February 28 to April 8, 2022). Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Adam Wason, Public Works, presented Contract with Strauser Construction for Remodel of Fire Station #5. See meeting packet for details.

**Contract with Strauser
Construction for Remodel of
Fire Station #5**

Board Comments: None

Hollingsworth made a motion to approve Contract with Strauser Construction for Remodel of Fire Station #5. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Cox Deckard opened comment on New Business item Full Street Closure Request from Strauser Construction on N. Lincoln St. north of E. 17th St. (February 21, 2022 - April 04, 2022) for a member of the public who joined the meeting late. Peyton Rookstool, lives in the middle of the block where there will be a full street closure. She asked if she would be able to get out to the main road. Paul Kehrberg answered that Stauser Construction has confirmed that there will be local access during the closure.

Wason mentioned the two minor winter weather events that happened over the past weekend. Wason thanked the crews for their response to the snow control. Wason mentioned staffing shortages due to COVID-19. He said any service disruptions would be announced through the Mayor's office. He also reminded the Board that several contracts and purchase requests will be presented during the first quarter of the 2022.

**STAFF REPORTS AND
OTHER BUSINESS**

Two claims registers for this meeting. First register of Claims is dated from 12/31/2021- 1/07/2022. Hollingsworth made a motion to approve Claims dated from 12/31/2021- 1/07/2022 in the amount of \$392,870.09. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes,

CLAIMS

Cox Deckard voted yes. Motion is passed.

Second register of Claims is dated 01/08/2022-01/21/2022. Hollingsworth made a motion to approve Claims dated 01/08/2022-01/21/2022 in the amount of \$2,418,188.07. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

ADJOURNMENT

Cox Deckard called for adjournment at 6:11 p.m.

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Elizabeth Karon, Secretary

Date:

Attest to:

01/18/2022



Board of Public Works Staff Report

Project/Event: Bonding Agreement with Indiana University
Staff Representative: Paul Kehrberg, Engineering
Petitioner/Representative: Trustees of Indiana University; Donald Lukes and Jeff Goetz
Date: February 1, 2022

Report: City Code allows for various entities to apply for a bonding agreement with the City of Bloomington. This agreement makes the applicant exempt from the bonding requirements otherwise required by code. This covers their routine work within City rights of way. Indiana University is seeking approval of their bonding agreement with the City of Bloomington.

2022 BONDING AGREEMENT

ENGINEERING DEPARTMENT, CITY OF BLOOMINGTON, INDIANA

THIS AGREEMENT entered into this ____ day of _____, 2022, by and between the City of Bloomington, a Municipal Corporation of Indiana (hereinafter referred to as CITY), and The Trustees of Indiana University (hereinafter referred to as APPLICANT).

RECITALS:

- A. APPLICANT has filed, or soon will file, an application with the CITY for a permit to perform excavation and restoration work on CITY's public ways.
- B. APPLICANT guarantees faithful performance of the work in full compliance with Bloomington Municipal Code Chapter 12.08 Use of the Right of Way and other applicable CITY ordinances, regulations, specifications and standards listed on the CITY Engineering Department's resources website (the "City_Standards").
- C. APPLICANT acknowledges that this 2022 Bonding Agreement shall terminate on December 31, 2022.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals above, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Applicant's Completion and Warranty Obligations.** APPLICANT irrevocably acknowledges its obligation to perform the Work in a good, workmanlike, lien-free manner in full compliance with City Standards. APPLICANT further warrants that the Work will be free of defects (normal wear and tear excepted) for a period of two (2) years after the Work has been completed and finally accepted by CITY, assuming the City inspects the Work within a reasonable timeframe after being properly notified of its completion.
- 2. Applicant's Covenants.** APPLICANT irrevocably represents, warrants and covenants to CITY as follows:
 - (a) Compliance with City Standards.** That APPLICANT shall fully comply with all City Standards relative to the Work, and fully and promptly indemnify and hold harmless CITY, and respond to CITY, for APPLICANT's failure to conform with such obligations.
 - (b) Completion of the Work.**
 - i. **Diligence.** That after the Work is commenced, APPLICANT shall proceed with diligence and expedition and shall promptly complete the Work and restore the property to City Standards, so as not to

obstruct the property or public use or travel thereon more than is reasonably necessary.

- ii. **Restoration.** That unless authorized by CITY on the Permit, all paving, resurfacing or replacement of street facilities on major or collector streets shall be done in conformance with City Standards as soon as reasonably possible. In winter, a temporary patch must be provided. In all excavations, restoration and pavement surfaces shall be made immediately after backfilling is completed or concrete is cured.

{c) That APPLICANT shall guarantee the materials and workmanship of the Work in compliance with City Standards for a period of two (2) years from completion and City's acceptance of the Work, with reasonable wear and tear excepted.

3. **Repairs.** All responsibility for completion, repair and maintenance of the Work shall remain with Applicant until all of the Work has been completed in full compliance with City Standards and inspected and finally accepted by CITY and the warranty has expired.
4. **Binding Agreement.** This Agreement shall be upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
5. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
6. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
7. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the parties hereto.
8. **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Indiana.
9. **Assignment.** APPLICANT may not assign or otherwise convey its rights or delegate its duties under this Agreement without the express written consent of CITY.
10. **No Partnership.** CITY and APPLICANT do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.

APPLICANT

Entity: The Trustees of Indiana University

By Donald S. Lukes, University Treasurer

Signature



Date Signed 1/26/2022



BOND WAIVER

The Board of Public Works, having reviewed the Bonding Agreement herein, approves and accepts said Bonding Agreement for the remainder of calendar year 2022. The Board of Public Works hereby finds the Applicant to be exempt from the provisions of Bloomington Municipal Code Section 12.08.060.

CITY OF BLOOMINGTON

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Date: _____

Beth H. Hollingsworth, Vice President

Date:

Elizabeth Karon, Secretary

Date: _____

Andrew Cibor, Director
Engineering Department

Date:

Beth Cate
Corporation Counsel

Date: _____



Board of Public Works Staff Report

Project/Event: Approve Environmental Indemnification Agreement for 201 W 17th Street Right of Way Acquisition

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 2/1/2022

Report: The City is finalizing right of way acquisition for the 17th (Monroe to Grant) Multimodal Improvements project. This project will construct multiuse path on the north side of 17th Street from Monroe Street to Grant Street, replace the traffic signal at the intersection of 17th Street and Madison Street/Kinser Pike, and provide other multimodal safety improvements within the corridor. The project is programmed in the MPO TIP for construction and construction inspection.

The owner of this parcel has requested that the City execute an Environmental Indemnification Agreement (EIA) as a condition for finalizing this acquisition. The land area of this acquisition includes .058 acres of permanent right of way. The EIA states that the City acknowledges the area's use as a gas station and will not hold the current owner responsible for any environmental conditions on or under the permanent right of way acquisition. The City's project includes item quantities for the removal of contaminated soils if any are encountered during the project.

ENVIRONMENTAL INDEMNIFICATION AGREEMENT

THIS ENVIRONMENTAL INDEMNIFICATION AGREEMENT (this “**Agreement**”), dated as of _____, 2022, is made by the **CITY OF BLOOMINGTON**, (“**Indemnitor**”), in favor of **17TH STREET PLAZA, INC.**, an Indiana corporation (“**Owner**”).

RECITALS.

A. Owner owns real estate and improvements in Monroe County, Indiana, commonly known as 201 W. 17th Street, Bloomington, Indiana, the legal description of which is attached as Exhibit A (the “**Property**”).

B. Indemnitor, a municipality, needs to make improvements along W. 17th Street to enhance the safety and efficiency of vehicular and pedestrian traffic over the public ways (the “**Project**”).

C. Indemnitor has notified Owner that Indemnitor intends to exercise its power of eminent domain over a portion of the Property in order to complete the Project and that Indemnitor needs to acquire a portion of the Property (the “**Fee Simple Real Estate**”) from Owner, being more particularly described in Exhibit B attached hereto.

D. Prior to commencing proceedings in court, and pursuant to statute, Indemnitor and Owner have engaged in good faith negotiations regarding Indemnitor’s acquisition of the Fee Simple Real Estate.

E. In lieu of initiating eminent domain proceedings, Indemnitor and Owner have reached an agreement whereby Indemnitor will acquire title to the Fee Simple Real Estate.

F. As a condition to enter into such agreement, Indemnitor has agreed to indemnify and hold Owner harmless from any liability Owner may face for any Environmental Conditions existing on or under the Fee Simple Real Estate at any time before or after Indemnitor’s acquisition of said Fee Simple Real Estate. Owner has advised Indemnitor that it will not voluntarily relinquish title to the Fee Simple Real Estate without Indemnitor entering into this Indemnification Agreement.

NOW THEREFORE, in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Indemnitors hereby agree as follows:

1. Indemnitor agrees to indemnify, defend, and hold harmless Owner from and against any and all claims, demands, losses, obligations, liabilities, costs, and expenses of any nature whatsoever arising out of or relating to any Environmental Conditions (as hereinafter defined) existing on or under the Fee Simple Real Estate at any time before or after the Closing Date, directly or indirectly and in any manner or forum, by reason of or in connection with any use,

generation, storage, release, discharge, disposal, or presence of any Hazardous Material (as defined below) on, under, or about the Fee Simple Real Estate or due to the escape, seepage, leakage, spillage, emission, or release from the Fee Simple Real Estate, at any time, of any Hazardous Materials or the violation of or failure to comply with any federal, state, or local environmental law, ordinances, or regulations now in effect or hereinafter enacted by Indemnitor or any predecessor in title to Owner of the Fee Simple Real Estate (hereinafter "Environmental Indemnity Claim"). Indemnitor will assume and have the exclusive control over the defense, settlement, and final disposition of any Environmental Indemnity Claim, and Owner hereby agrees to reasonably cooperate with Indemnitor and irrevocably conveys to Indemnitor the exclusive authority and right to act on Owner's behalf with respect to such Environmental Indemnity Claims subject to Indemnitor's obligation to keep Owner promptly apprised of any Environmental Indemnity Claim against the Fee Simple Real Estate and keep Owner continually informed as to the progress of resolving such Environmental Indemnity Claim. The term "Environmental Conditions" shall mean any contamination of the Fee Simple Real Estate, including without limitation, the existence, at, on, or under the Fee Simple Real Estate, of any chemical substance, object, condition, material, or waste that is or may be hazardous to human health or safety or the environment, due to its radioactivity, ignitability, corrosivity, flammability, infectiousness, or other harmful properties, including all chemicals, substances, and materials that are now or hereafter may be regulated in any manner classified as dangerous, hazardous, or toxic or which exposure is prohibited by federal, state, or local environmental law, ordinances, or regulations now in effect or hereinafter enacted or which require remediation, reporting, or other action under any applicable federal, state, or local environmental laws, ordinances, or regulations.

2. For purposes of this Agreement, the term "Hazardous Material" shall mean any substance or material that is or becomes regulated, defined, or designated by any federal, state, or local governmental authority as hazardous, extremely hazardous, imminently hazardous, dangerous, or toxic, or as a pollutant, contaminant, or waste, and shall include, without limitation, PCBs, asbestos, asbestos containing materials, oil, and petroleum products and byproducts.

3. Indemnitor acknowledges that the Property has been used by Owner's predecessors in interest, and continues to be used by Owner and its tenant as a gas station, and that the Property contains underground storage tanks and underground piping that have been used for the storage and delivery of petroleum products.

4. Indemnitor further acknowledges that it has had the opportunity to conduct investigations regarding the presence or absence of contamination on or under the Fee Simple Real Estate prior to executing this Agreement, and that, if Indemnitor encounters contamination on the Fee Simple Real Estate in the course of the Project, it will be Indemnitor's responsibility to conduct such investigations and remediation as is required under applicable laws, statutes, and environmental regulations.

5. The Recitals set forth above are hereby incorporated as agreements of the parties hereto.

6. The terms and conditions of this Agreement shall survive the closing of the sale of

the Fee Simple Real Estate to Indemnitor without limitation as to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CITY OF BLOOMINGTON
Board of Public Works

17TH STREET PLAZA, INC.

Kyla Cox Deckard, President

Rajesh Patel, President

Beth H. Hollingsworth, Vice President

Elizabeth Karon, Secretary

Beth Cate, Corporation Counsel

EXHIBIT "A"

Project 1900402
Parcel 27 Fee
Key Number 53-05-33-200-037.000-005

Sheet 1 of 1

A part of the Northwest Quarter of Section 33, Township 9 North, Range 1 West, in Monroe County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the northeast corner of said quarter section, designated as point "6000" on the Location Control Route Survey Plat recorded in Instrument 2019018089 in the Office of the Recorder of said County; thence North 89 degrees 36 minutes 15 seconds West 1,797.04 feet along the north line of said quarter section to the centerline of North College Avenue and the POINT OF BEGINNING of this description: thence South 0 degrees 30 minutes 32 seconds West 46.50 feet along said centerline; thence North 89 degrees 36 minutes 15 seconds West 40.38 feet to point "380" designated on said parcel plat; thence North 0 degrees 23 minutes 45 seconds East 5.09 feet to point "381" designated on said parcel plat; thence North 49 degrees 00 minutes 22 seconds West 19.72 feet to point "382" designated on said parcel plat; thence North 54 degrees 09 minutes 49 seconds West 6.17 feet to point "383" designated on said parcel plat; thence North 0 degrees 23 minutes 45 seconds East 25.00 feet to the north line of said quarter section; thence South 89 degrees 36 minutes 15 seconds East 60.47 feet along said quarter section line to the point of beginning and containing 0.058 acres, more or less, inclusive of the presently existing right of way, which contains 0.049 acres, more or less.



This description was prepared for the
City of Bloomington
on the 6th day of May 2021

by Kevin M. Johnson
Kevin M. Johnson
Indiana Registered Land Surveyor
License Number LS29800012

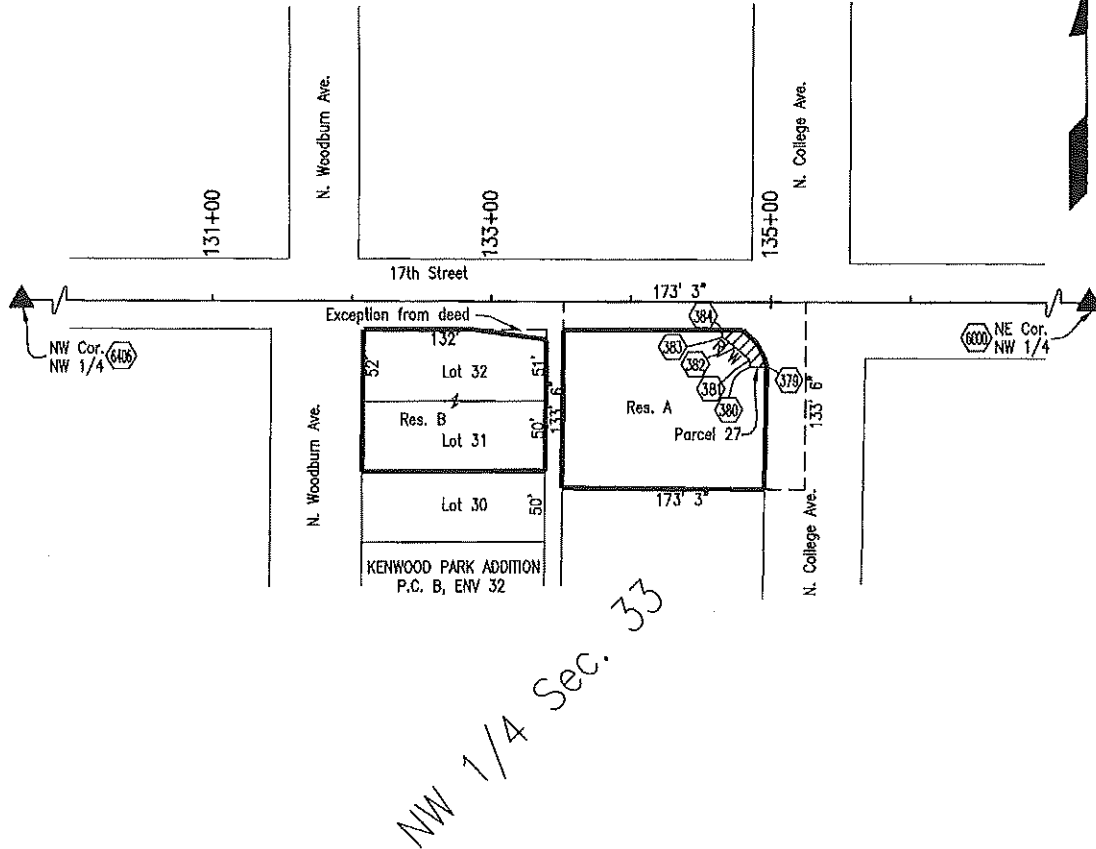
EXHIBIT "B"

SHEET 1 OF 2

RIGHT-OF-WAY PARCEL PLAT

Prepared for City of Bloomington
by Lochmueller Group (Job No. 119-0055-OHY)

0 25ft 50ft 100ft
SCALE 1" = 100'



NW 1/4 Sec. 33

PARCEL: 27 OWNER: 17th Street Plazo, Inc.
PROJECT: 1900402
ROAD: 17th Street
COUNTY: Monroe
SECTION: 33
TOWNSHIP: 9 N.
RANGE: 1 W.



HATCHED AREA IS THE
APPROXIMATE TAKING

DRAWN BY: K.M. Johnson 5/6/2021
CHECKED BY: P.E. Jones 5/10/2021

INSTR. No. 2017009634 ,DATED 7/7/2017

EXHIBIT "B" (cont.)

SHEET 2 OF 2

PARCEL COORDINATE CHART (shown in feet)

Point	Centerline	Station	Offset	Northing	Easting
379	"A"	+P(134+97.17)	46.50'	201474.0692	777533.2095
380	"A"	134+85	46.50'	201474.1533	777521.0409
381	"A"	134+85	41.41'	201479.2431	777521.0761
382	"A"	134+70.03	28.58'	201492.1762	777506.1951
383	"A"	134+65	25'	201495.7909	777501.1899
384	"A"	134+65	P(20.00')	201500.7908	777501.2244
6000*					
6406*					
6407*					
6426*					

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH
& EAST COORDINATES AND BEARINGS & DISTANCES.

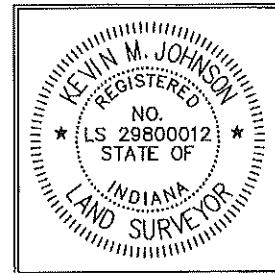
* SEE LOCATION CONTROL ROUTE SURVEY PLAT.

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded in Instrument No. 2019018089 in the Office of the Recorder of Monroe County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

This plat was prepared using information obtained from the County records. It does not represent a survey of the owner's property. Dimensions shown along the existing property lines are taken from the listed record documents.

Kevin M. Johnson _____ Date
Reg. Land Surveyor No. LS29800012
State of Indiana



PARCEL: 27 OWNER: 17th Street Plaza, Inc.
PROJECT: 1900402
ROAD: 17th Street
COUNTY: Monroe
SECTION: 33
TOWNSHIP: 9 N.
RANGE: 1 W.

DRAWN BY: K.M. Johnson 5/8/2021
CHECKED BY: P.E. Jones 5/10/2021





Board of Public Works Staff Report

Project/Event: Approve Environmental Indemnification Agreement for 401 W 17th Street Right of Way Acquisition

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 2/1/2022

Report: The City is finalizing right of way acquisition for the 17th (Monroe to Grant) Multimodal Improvements project. This project will construct multiuse path on the north side of 17th Street from Monroe Street to Grant Street, replace the traffic signal at the intersection of 17th Street and Madison Street/Kinser Pike, and provide other multimodal safety improvements within the corridor. The project is programmed in the MPO TIP for construction and construction inspection.

The owner of this parcel has requested that the City execute an Environmental Indemnification Agreement (EIA) as a condition for finalizing this acquisition. The land area of this acquisition includes .045 acres of permanent right of way and .02 acres of temporary right of way. The EIA states that the City acknowledges the area's use as a gas station and will not hold the current owner responsible for any environmental conditions on or under the permanent right of way acquisition. The City's project includes item quantities for the removal of contaminated soils if any are encountered during the project.

ENVIRONMENTAL INDEMNIFICATION AGREEMENT

THIS ENVIRONMENTAL INDEMNIFICATION AGREEMENT (this “**Agreement**”), dated as of _____, 2022, is made by the **CITY OF BLOOMINGTON**, (“**Indemnitor**”), in favor of **HERI FOUR, INC.**, an Indiana corporation (“**Owner**”).

RECITALS.

A. Owner owns real estate and improvements in Monroe County, Indiana, commonly known as 401 W. 17th Street, Bloomington, Indiana, the legal description of which is attached as Exhibit A (the “**Property**”).

B. Indemnitor, a municipality, needs to make improvements along W. 17th Street to enhance the safety and efficiency of vehicular and pedestrian traffic over the public ways (the “**Project**”).

C. Indemnitor has notified Owner that Indemnitor intends to exercise its power of eminent domain over a portion of the Property in order to complete the Project and that Indemnitor needs to acquire a portion of the Property (the “**Fee Simple Real Estate**”) from Owner, being more particularly described in Exhibit B attached hereto.

D. Prior to commencing proceedings in court, and pursuant to statute, Indemnitor and Owner have engaged in good faith negotiations regarding Indemnitor’s acquisition of the Fee Simple Real Estate.

E. In lieu of initiating eminent domain proceedings, Indemnitor and Owner have reached an agreement whereby Indemnitor will acquire title to the Fee Simple Real Estate.

F. As a condition to enter into such agreement, Indemnitor has agreed to indemnify and hold Owner harmless from any liability Owner may face for any Environmental Conditions existing on or under the Fee Simple Real Estate at any time before or after Indemnitor’s acquisition of said Fee Simple Real Estate. Owner has advised Indemnitor that it will not voluntarily relinquish title to the Fee Simple Real Estate without Indemnitor entering into this Indemnification Agreement.

NOW THEREFORE, in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Indemnitors hereby agree as follows:

1. Indemnitor agrees to indemnify, defend, and hold harmless Owner from and against any and all claims, demands, losses, obligations, liabilities, costs, and expenses of any nature whatsoever arising out of or relating to any Environmental Conditions (as hereinafter defined) existing on or under the Fee Simple Real Estate at any time before or after the Closing Date, directly or indirectly and in any manner or forum, by reason of or in connection with any use,

generation, storage, release, discharge, disposal, or presence of any Hazardous Material (as defined below) on, under, or about the Fee Simple Real Estate or due to the escape, seepage, leakage, spillage, emission, or release from the Fee Simple Real Estate, at any time, of any Hazardous Materials or the violation of or failure to comply with any federal, state, or local environmental law, ordinances, or regulations now in effect or hereinafter enacted by Indemnitor or any predecessor in title to Owner of the Fee Simple Real Estate (hereinafter “Environmental Indemnity Claim”). Indemnitor will assume and have the exclusive control over the defense, settlement, and final disposition of any Environmental Indemnity Claim, and Owner hereby agrees to reasonably cooperate with Indemnitor and irrevocably conveys to Indemnitor the exclusive authority and right to act on Owner’s behalf with respect to such Environmental Indemnity Claims subject to Indemnitor’s obligation to keep Owner promptly apprised of any Environmental Indemnity Claim against the Fee Simple Real Estate and keep Owner continually informed as to the progress of resolving such Environmental Indemnity Claim. The term “Environmental Conditions” shall mean any contamination of the Fee Simple Real Estate, including without limitation, the existence, at, on, or under the Fee Simple Real Estate, of any chemical substance, object, condition, material, or waste that is or may be hazardous to human health or safety or the environment, due to its radioactivity, ignitability, corrosivity, flammability, infectiousness, or other harmful properties, including all chemicals, substances, and materials that are now or hereafter may be regulated in any manner classified as dangerous, hazardous, or toxic or which exposure is prohibited by federal, state, or local environmental law, ordinances, or regulations now in effect or hereinafter enacted or which require remediation, reporting, or other action under any applicable federal, state, or local environmental laws, ordinances, or regulations.

2. For purposes of this Agreement, the term “Hazardous Material” shall mean any substance or material that is or becomes regulated, defined, or designated by any federal, state, or local governmental authority as hazardous, extremely hazardous, imminently hazardous, dangerous, or toxic, or as a pollutant, contaminant, or waste, and shall include, without limitation, PCBs, asbestos, asbestos containing materials, oil, and petroleum products and byproducts.

3. Indemnitor acknowledges that the Property has been used by Owner’s predecessors in interest, and continues to be used by Owner and its tenant as a gas station, and that the Property contains underground storage tanks and underground piping that have been used for the storage and delivery of petroleum products.

4. Indemnitor further acknowledges that it has had the opportunity to conduct investigations regarding the presence or absence of contamination on or under the Fee Simple Real Estate prior to executing this Agreement, and that, if Indemnitor encounters contamination on the Fee Simple Real Estate in the course of the Project, it will be Indemnitor’s responsibility to conduct such investigations and remediation as is required under applicable laws, statutes, and environmental regulations.

5. The Recitals set forth above are hereby incorporated as agreements of the parties hereto.

6. The terms and conditions of this Agreement shall survive the closing of the sale of

the Fee Simple Real Estate to Indemnitor without limitation as to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CITY OF BLOOMINGTON
Board of Public Works

HERI FOUR, INC.

Kyla Cox Deckard, President

Rajesh Patel, President

Beth H. Hollingsworth, Vice President

Elizabeth Karon, Secretary

Beth Cate, Corporation Counsel



Board of Public Works Staff Report

Project/Event: Marshal Security & Investigations Agency
(MSI) Patrol of the 4th, Walnut, and Morton
Street Garages, Addendum 1

Petitioner/Representative: Public Works , Ryan Daily

Staff Representative: Ryan Daily

Date: 02.01.2022

Report:

Due to high vandalism and excessive loitering during the evening hours at the 4th Street, Walnut Street, Morton Street, and Trades Parking Garages, security patrols by a 3rd party were requested during the evening hours.

MSI proposed a four patrols 7 days per week for a month. Due to property damage and vandalism until during the holiday season, we requested additional patrolling at all City garages through the end of January 2022.

Original cost of contract =	\$ 2,325.00
Addendum #1 increase	<u>\$ 8,745.00</u>
New NTE	\$11,070.00

Project Funding Source: 452.26.260000.53940

City of Bloomington Contract and Purchase Justification Form

Vendor: MSI Security & Investigations

Contract Amount: \$8,745.00 increase

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals:

Yes No

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

☐
☐

Met city requirements?

☒
☐

Met item or need requirements?

☒
☐

Was an evaluation team used?

☐
☒

Was scoring grid used?

☐
☒

Were vendor presentations requested?

☐
☒

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

Due to the amount of vandalism and excessive loitering at the parking garages, additional patrols were requested at Morton, Trades, and Walnut parking garages during the holiday season.

Addendum #1 approval would bring total NTE to \$11,070.00.

Ryan Daily

Parking Services

Print/Type Name

Print/Type Title

Department

ADDENDUM #1 TO 2022 SERVICE AGREEMENT
Between the
CITY OF BLOOMINGTON
And
MARSHALL SECURITY & INVESTIGATIONS AGENCY

This Addendum increases the not to exceed amount which will allow Marshall Security & Investigations Agency (hereinafter "MSI") to provide additional services at the City's Morton Street Parking Garage, as follows:

1. On December 21, 2021, the Board of Public Works approved the 2022 Services Agreement with MSI, which had an effective date of January 1, 2022.
2. **Article 4. Compensation** contained a not to exceed cost of \$2,325.00 for patrols at the 4th Street Parking Garage through January 31, 2022.

This Addendum #1 will add patrols at the Walnut, Morton and Trades Garages until January 31, 2022. These additional services raise the not to exceed of the entire contract by adding an additional \$8,745.00. The total compensation paid under this Service Agreement shall not exceed \$11,070.00.

3. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

By: _____
Kyla Cox Deckard, President
Board of Public Works

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
John Hamilton, Mayor

Date: _____

**MARSHALL SECURITY & PRIVATE
INVESTIGATIONS (MSI)**

By: _____

Name and Title

Date: _____

**2022 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
Marshall Security & Private Investigations (MSI)**

This Agreement, entered into on this 1st day of January, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and MSI Security & Private Investigations Agency (“Contractor”).

Article 1. Scope of Services Contractor shall perform the following services: provide four (4) patrols of the 4th Street Garage during the hours of 9pm – 4am, 7 days per week through January 31, 2022. These services will be performed at the 4th St Garage (“Services”) for Two Thousand, Three Hundred Twenty-Five Dollars. (\$2,325). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before, January 1, 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 Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Thousand, Three Hundred Twenty-Five Dollars. (\$2,325). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:

Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all 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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualification and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions 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 City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 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 Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

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

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

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations,

including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington Public Works, Attn: Ryan Daily, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Marshall Private Security 2520 W. 3rd Street, Bloomington, IN. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

Marshall Security & Private Investigations (MSI)

John Hamilton, Mayor

Name, Title

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2021.

Marshall Security and Private Investigations (MSI)

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

Commission Number:



Board of Public Works Staff Report

Project/Event: Service Agreement with Office Pride at 627 N. Morton St., Suite 202 (Temp Location)

Petitioner: Parking Enforcement

Staff Representative: Raye Ann Cox, Parking Enforcement Manager

Meeting Date: 2/1/2022

The agreement allows for cleaning of the Parking Office three times per week, at this temporary location. The cost of this agreement is \$373.00 per month. This service will expire when the Parking Enforcement/Meter Operation moves to the new permanent location at 206 S. Walnut St. (4th St. Parking Services Department Offices).

Thank you for your consideration of this agreement.

Parking Services Manager
Raye Ann Cox

City of Bloomington Contract and Purchase Justification Form

Vendor: Office Pride

Contract Amount: \$373.00 per month

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals:

Yes No

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

☐
☐

Met city requirements?

☐
☐

Met item or need requirements?

☐
☐

Was an evaluation team used?

☐
☐

Was scoring grid used?

☐
☐

Were vendor presentations requested?

☐
☐

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

Raye Ann Cox

Parking Enforcement Mana

Parking Services Dept.

Print/Type Name

Print/Type Title

Department

AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
SSW ENTERPRISES, LLC DBA OFFICE PRIDE

This Agreement, entered into on this 1st day of February, 2022, by and between the City of Bloomington Public Works Department by and through the Board of Public Works (hereinafter referred to as "Department"), and SSW Enterprises, LLC., dba Office Pride (hereinafter referred to as "Contractor"),

WITNESS ETH:

WHEREAS, the Department wishes to retain Contractor's services for custodial maintenance and janitorial services to be performed at the following location: 627 N. Morton Street; and

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

WHEREAS, Contractor 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: Contractor shall provide required Services for the Department as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the Public Works Facilities and Operations Director or his or her designee(s).

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

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the contractor's profession in the location and at the time of the rendering of the services. Contractor shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted maintenance and janitorial standards that a contractor would exercise under the same or similar circumstance.

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

Article 4. Compensation Upon submittal of approved claims, the Department shall compensate Contractor as set forth in Exhibit B- Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid under this Agreement, including fees and expenses, shall not exceed the amount of Three Hundred Seventy-Three Dollars and Zero Cents (\$373.00) for three (3) services per week. This rate shall continue until the Parties contract for services to be performed at an alternate location, 4th and Walnut Streets.

Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this

Agreement without penalty as set forth in Article 8 herein.

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

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to the Contractor. The Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department, and the Department shall pay the Contractor for all the Services performed and materials or supplies purchased and/or stocked up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all materials or supplies purchased and/or stocked by Contractor in connection with this Agreement shall become the property of the Department.

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

Article 9 Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department.

Article 10. Indemnification: To the fullest extent permitted by law, Contractor shall 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 bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 11. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident ; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code and d) Professional Liability Insurance ("Errors and Omissions 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 City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department required proof that the insurance has been procured and is in force and paid for, Department shall have the right at Department's election to forthwith terminate the Agreement.

Article 12. Conflict of Interest: Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 13. 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 14. 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 15. Assignment: Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Department's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 16. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Contractor.

Article 17. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the

Monroe County Circuit Court, Monroe County, Indiana.

Article 18. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 19. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Department of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor shall comply with the City's Living Wage Ordinance throughout the term of this Agreement.

Article 20. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department:
City of Bloomington
Parking Services Division
Attn: Michelle Wahl
401 N. Morton Street, Suite 120
Bloomington, Indiana 47404

Contractor:
SSW Enterprises, LLC
dba Office Pride
Attn: Stanley Weaver
9402 N. Staton Drive
Mooresville, IN 46158

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

Article 21. Intent to be Bound: The Department and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 22. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 23. Verification of New Employee' Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the Department obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Department shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that

The Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty {30} day period, the Department shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Department may allow the Agreement to remain in effect until the Department procures a new Contractor. If the Department terminates the Agreement, the Contractor or its subcontractor is liable to the Department for actual damages.

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

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

Article 24. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit F, affirming that Contractor has not engaged in any collusive conduct.

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

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

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

Owner

City of Bloomington Board
Board of Public Works

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Elizabeth Karon, Secretary

Adam Wason, Director
Department of Public Work

John Hamilton, Mayor

Contractor

SSW Enterprises, LLC DBA Office Pride

Stanley Weaver, Member and Owner

EXHIBIT A

Scope of Work for Department of Public Works Facilities

Contractor is expected to complete the tasks listed at the stated frequency for this location:

627 N. Morton Street, Bloomington, Indiana - 3 nights per week

CONTRACTOR RESPONSIBILITY

- A. Contractor agrees to provide all services as described under the attached cleaning specifications sheet for three times a week cleaning service.
- B. Contractor agrees to provide all labor, equipment and cleaning supplies.
- C. Contractor agrees to provide service times per week.

CUSTOMER RESPONSIBILITY

- A. Customer agrees to provide adequate secured storage facilities for contractor's equipment and supplies.
- B. Customer agrees to provide adequate water and electrical facilities for use of contractor.
- C. Customer agrees to provide two sets of keys for contractor's use.
- D. Customer to furnish all trash bags, paper products and soap. If client requests, contractor can provide and deliver these items for a competitive price.
- E. Customer agrees to provide adequate trash disposal facilities.
- F. Customer agrees to pay any unpaid portion of all completed floor work if the contract is prematurely terminated.
- G. Customer agrees not to employ or seek to employ any contractor employee or franchisee assigned to service client facilities during term of this agreement and for a period of three months following termination of this agreement unless given written permission by contractor.
- H. Customer agrees that contractor is not responsible for cleaning any blood spills and that blood spills will be cleaned upon occurrence by client's staff.
- I. Customer agrees this contract may be serviced by the contractor's in-house janitorial service or by an assigned franchise location that meets all the requirements set forth in this contract.

Unless noted, customer agrees that the following services are separate from this contract and can be quoted upon request:

- Carpet Cleaning:
- Extra tasks or special cleaning not on specifications:
- Strip & wax VCT Floors (4 coats commercial wax)

\$ 0.25 per sq. ft.

\$ 35.00 per man hour

\$ 0.50 per sq. ft.

I. CONTRACTOR RESPONSIBILITY

- A. Contractor agrees to provide all services as described under the attached cleaning specifications sheet for **three times a week cleaning service**.
- B. Contractor agrees to provide all labor, equipment and cleaning supplies.
- C. Contractor agrees to provide service times per week.

II. CUSTOMER RESPONSIBILITY

- A. Customer agrees to provide adequate secured storage facilities for contractor's equipment and supplies.
- B. Customer agrees to provide adequate water and electrical facilities for use of contractor.
- C. Customer agrees to provide two sets of keys for contractor's use.
- D. Customer to furnish all trash bags, paper products and soap. If client requests, contractor can provide and deliver these items for a competitive price.
- E. Customer agrees to provide adequate trash disposal facilities.
- F. Customer agrees to pay any unpaid portion of all completed floor work if the contract is prematurely terminated.
- G. Customer agrees not to employ or seek to employ any contractor employee or franchisee assigned to service client facilities during term of this agreement and for a period of three months following termination of this agreement unless given written permission by contractor.
- H. Customer agrees that contractor is not responsible for cleaning any blood spills and that blood spills will be cleaned upon occurrence by client's staff.
- I. Customer agrees this contract may be serviced by the contractor's in-house janitorial service or by an assigned franchise location that meets all the requirements set forth in this contract.

EXHIBIT B
SCHEDULE OF COMPENSATION

The total compensation for the Term of this Agreement, including any and all fees and expenses, shall not exceed the amount of Three Hundred Seventy-Three Zero Cents (\$373.00) per week for as long as work is performed at this location.

When the location changes to 4th & Walnut Streets, the Parties will enter into a new and separate Agreement, and this Agreement shall terminate.

EXHIBIT C
SCHEDULE

Contractor shall provide these services until a new Service Agreement is entered for work to be performed at 4th & Walnut Streets, unless terminated before in accordance with the conditions contained in this Agreement.

This new Service Agreement, if entered, shall contain a weekly rate of Four Hundred Eighty-Seven Dollars and Zero Cents (\$487.00) and will detail the services to be provided and the termination date of that new Agreement.

EXHIBIT D
PRINCIPAL PERSONNEL

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

Position / Responsibility

Name

Member and Owner

Stanley Weaver

EXHIBIT E
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

My Commission #: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

By: _____



SERVICE AGREEMENT

CUSTOMER: City of Bloomington – Parking Services DATE: January 25, 2022
Division
LOCATION: 627 N. Morton St., Bloomington, In 47404
CONTRACTOR: Office Pride

I. CONTRACTOR RESPONSIBILITY

- A. Contractor agrees to provide all services as described under the attached cleaning specifications sheet for **three times a week cleaning service**.
- B. Contractor agrees to provide all labor, equipment and cleaning supplies.
- C. Contractor agrees to provide service times per week.

II. CUSTOMER RESPONSIBILITY

- A. Customer agrees to provide adequate secured storage facilities for contractor's equipment and supplies.
- B. Customer agrees to provide adequate water and electrical facilities for use of contractor.
- C. Customer agrees to provide two sets of keys for contractor's use.
- D. Customer to furnish all trash bags, paper products and soap. If client requests, contractor can provide and deliver these items for a competitive price.
- E. Customer agrees to provide adequate trash disposal facilities.
- F. Customer agrees to pay any unpaid portion of all completed floor work if the contract is prematurely terminated.
- G. Customer agrees not to employ or seek to employ any contractor employee or franchisee assigned to service client facilities during term of this agreement and for a period of three months following termination of this agreement unless given written permission by contractor.
- H. Customer agrees that contractor is not responsible for cleaning any blood spills and that blood spills will be cleaned upon occurrence by client's staff.
- I. Customer agrees this contract may be serviced by the contractor's in-house janitorial service or by an assigned franchise location that meets all the requirements set forth in this contract.

III. INSURANCE COVERAGE

- A. Contractor agrees to keep in force during term of this agreement the following insurance coverage:
 - 1. Workers compensation (Policy limits per state statute).
 - 2. Comprehensive General Liability (\$1,000,000 per occurrence).
 - 3. \$10,000 Fidelity Bond for all employees.



DATE: JANUARY 25, 2022

IV. PERIOD OF AGREEMENT

- A. Service will commence the _____ day of _____, 2022 and continue for a period of _____ year(s) or until canceled by thirty (30) days written notice by either party. Contract will automatically renew at end of time period specified unless above notice is given by either party.

V. CHANGES IN SPECIFICATIONS OR FREQUENCIES

- A. Customer and contractor agree that specifications, frequencies or work assignments may be altered at any time by written notice. Contractor and customer will negotiate to determine cost of service changes.

VI. COST OF SERVICE

- A. Customer agrees to pay contractor the sum of **\$373.00 for three services per week** payable on the last day of the same month in which work is performed. Price does not include sales tax. Invoice will be sent to client on or by the 10th of same month. Customer agrees to pay a collection cost, of not less than 25% of customer's account balance, and reasonable attorney's fees, if customer's account is placed for collection with an outside collection firm, or an attorney, whether suit be brought or not.
- Customer agrees to pay contractor interest, including post judgment interest, at the highest rate allowable by law on all sums not timely paid and hereby submits to the jurisdiction of the courts within this State of Indiana, whose laws govern this Agreement.
- B. Unless noted, customer agrees that the following services are separate from this contract and can be quoted upon request:
- | | |
|--|-----------------------|
| • Carpet Cleaning: | \$ 0.25 per sq. ft. |
| • Extra tasks or special cleaning not on specifications: | \$ 35.00 per man hour |
| • Strip & wax VCT Floors (4 coats commercial wax) | \$ 0.50per sq. ft. |

Customer: Parking Services Division

Location: Bloomington, In. 47404

By: _____

Title: _____

Contractor: **Office Pride** Phone: 812.305.1020

By: _____

Title: _____



SERVICE AGREEMENT

CUSTOMER: City of Bloomington – Parking Services DATE: January 25, 2022
LOCATION: 4th and Walnut., Bloomington, In 47404
CONTRACTOR: Office Pride

I. CONTRACTOR RESPONSIBILITY

- A. Contractor agrees to provide all services as described under the attached cleaning specifications sheet for **three times a week cleaning service.**
- B. Contractor agrees to provide all labor, equipment and cleaning supplies.
- C. Contractor agrees to provide service times per week.

II. CUSTOMER RESPONSIBILITY

- A. Customer agrees to provide adequate secured storage facilities for contractor's equipment and supplies.
- B. Customer agrees to provide adequate water and electrical facilities for use of contractor.
- C. Customer agrees to provide two sets of keys for contractor's use.
- D. Customer to furnish all trash bags, paper products and soap. If client requests, contractor can provide and deliver these items for a competitive price.
- E. Customer agrees to provide adequate trash disposal facilities.
- F. Customer agrees to pay any unpaid portion of all completed floor work if the contract is prematurely terminated.
- G. Customer agrees not to employ or seek to employ any contractor employee or franchisee assigned to service client facilities during term of this agreement and for a period of three months following termination of this agreement unless given written permission by contractor.
- H. Customer agrees that contractor is not responsible for cleaning any blood spills and that blood spills will be cleaned upon occurrence by client's staff.
- I. Customer agrees this contract may be serviced by the contractor's in-house janitorial service or by an assigned franchise location that meets all the requirements set forth in this contract.

III. INSURANCE COVERAGE

- A. Contractor agrees to keep in force during term of this agreement the following insurance coverage:
 - 1. Workers compensation (Policy limits per state statute).
 - 2. Comprehensive General Liability (\$1,000,000 per occurrence).
 - 3. \$10,000 Fidelity Bond for all employees.



DATE: JANUARY 25, 2022

IV. PERIOD OF AGREEMENT

- A. Service will commence the _____ day of _____, 2022 and continue for a period of _____ year(s) or until canceled by thirty (30) days written notice by either party. Contract will automatically renew at end of time period specified unless above notice is given by either party.

V. CHANGES IN SPECIFICATIONS OR FREQUENCIES

- A. Customer and contractor agree that specifications, frequencies or work assignments may be altered at any time by written notice. Contractor and customer will negotiate to determine cost of service changes.

VI. COST OF SERVICE

- A. Customer agrees to pay contractor the sum of **\$487.00 for three services per week** payable on the last day of the same month in which work is performed. Price does not include sales tax. Invoice will be sent to client on or by the 10th of same month. Customer agrees to pay a collection cost, of not less than 25% of customer's account balance, and reasonable attorney's fees, if customer's account is placed for collection with an outside collection firm, or an attorney, whether suit be brought or not.

Customer agrees to pay contractor interest, including post judgment interest, at the highest rate allowable by law on all sums not timely paid and hereby submits to the jurisdiction of the courts within this State of Indiana, whose laws govern this Agreement.

- B. Unless noted, customer agrees that the following services are separate from this contract and can be quoted upon request:

• Carpet Cleaning:	<u>\$ 0.25 per sq. ft.</u>
• Extra tasks or special cleaning not on specifications:	<u>\$ 35.00 per man hour</u>
• Strip & wax VCT Floors (4 coats commercial wax)	<u>\$ 0.50per sq. ft.</u>

Customer: Parking Services Division

Location: Bloomington, In. 47404

By: _____

Title: _____

Contractor: **Office Pride** Phone: 812.305.1020

By: _____

Title: _____



Board of Public Works Staff Report

Project/Event: First Year Extension of ParkMobile Agreement

Petitioner: ParkMobile

Staff Representative: Michelle L. Wahl, Parking Service Director

Meeting Date: 2/1/2022

Attach is the first year extension agreement for the 2019 ParkMobile agreement. The extension continue to allow consumers to purchase parking meter time through ParkMobile's app at no cost to the City of Bloomington. All parking and convenience fees are paid for by the user of the app.

This is the first extension request of this agreement which expired on January 21, 2022, with 1 more additional year renewal term possible.

Thank you for consideration of this extension.
Michelle L. Wahl, CAPP, Parking Service Director

City of Bloomington Contract and Purchase Justification Form

Vendor: ParkMobile

Contract Amount: 0.00

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

PURCHASE INFORMATION

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

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

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

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

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

This purchase was done when the Parking Enforcement/Meter operations were in the Police Department in July 2019. Parking Enforcement/Meter operations became a part of the Parking Services Department in January of 2021. I am requesting the 1st extension to this initial contract.

Michelle L.Wahl

Michelle L. Wahl

Parking Services Department

Print/Type Name

Print/Type Title

Department

This First Contract Extension Agreement ("First Extension") is by and between Parkmobile, LLC, a Delaware limited liability company ("ParkMobile") and City of Bloomington Indiana, a municipal corporation by and through its Board of Public Works ("Board"). ParkMobile and Board may be referred to collectively as the "Parties" or individually as a "Party." This First Extension will become effective as of the last signature date below ("Effective Date")

WHEREAS, the Parties entered into a Parking Services Agreement dated January 21, 2019 (the "Original Contract"); and

WHEREAS, the Parties agree to extend the term of the Original Contract in accordance with the terms of the Original Contract;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Extension. Pursuant to Section 4.1 of the Original Contract, the Parties agree to extend the Original Contract for a one-year renewal term ending on January 21, 2023. The Parties may continue to exercise their right under the Original Contract to extend the Original Contract for one additional one (1) year renewal terms by written agreement.
2. Counterparts. This First Extension may be executed in counterparts, each of which shall be deemed an original, but all of which shall be deemed to constitute one and the same instrument.
3. Entire Agreement. This First Extension contains the entire agreement of the Parties with respect to the matters set forth herein and may only be changed by an agreement in writing signed by the Parties. All other terms and provisions of the Original Agreement remain in full force and affect.

IN WITNESS WHEREOF, this First Extension to the Parking Services Agreement has been executed as of the Effective Date.

CITY OF BLOOMINGTON, INDIANA

PARKMOBILE, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



PARKING SERVICES AGREEMENT

THIS PARKING SERVICES AGREEMENT (this "Agreement") is made and entered into as of this 21st day of January, 2019 (the "Effective Date"), by and among PARKMOBILE, LLC, a Delaware limited liability company ("Parkmobile"), and CITY OF BLOOMINGTON INDIANA, a municipal corporation by and through its Board of Public Works (hereinafter referred to as "BOARD")

RECITALS:

WHEREAS, Parkmobile is engaged in the business of providing integrated solutions for the management of all parking-related matters, including providing a system for the payment of on-street and off-street parking through proprietary mobile applications; and

WHEREAS, Parkmobile and BOARD desire to enter into a mutually beneficial arrangement, pursuant to which Parkmobile will market through Parkmobile Applications, Sites and other Parkmobile owned or controlled assets, mobile parking services to BOARD, upon the terms and subject to the conditions contained herein rates.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to effectuate the above arrangement, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated in this Agreement, the following terms have the following meanings in this Agreement (such meanings to be applicable equally to the singular and plural forms of the terms defined):

1.1 "Application" means Parkmobile's proprietary mobile applications, websites and other properties as Parkmobile may develop for the purpose of, among other things, scheduling, starting, extending and completing Transactions and making payment for all related charges and fees, including but not limited to on-street and off-street parking, etc.

1.2 "IVR System" means our interactive voice response system.

1.3 "Law" means any applicable law, regulation, legal or regulatory process of any government agency, rule or regulation, or official interpretation thereof that governs or relates to this Agreement, the Services, the Platform or the parties' respective businesses.

1.4 "Minimum Reporting Elements" means the information and data related to the Transactions as described in Schedule 4 attached to this Agreement.

1.5 "Transaction" means a Member's purchase through the Platform of the right to use a parking space, charging station, or other service for a certain period of time.

1.6 "Parking Fee" means, for each Transaction, the amount set by BOARD for a given Transaction.

1.7 "PI" Personal Information means, information that can be used on its own or with other information to identify, contact, or locate a single individual.

1.8 "Platform" means our Application; Services; Site; IVR System; our backend technologies, functions, servers, databases; parking management systems; and our other products, services, content,

features, technologies, functions, applications, and related websites or other applications; and any future updates, changes, revisions or additions thereto, that are related to the management of Transactions.

1.9 "Report" means a detailed statement of information related to the Transactions, as more particularly described in Schedule 2 to this Agreement.

1.10 "Member Fee" means the fees applicable to the Services, as set forth on Schedule 3. Schedule 3 may be updated from time to time in writing upon the mutual agreement of the parties to reflect any changes or modifications in the Fees payable hereunder.

1.11 "Services" means the provision of solutions and resources to market, sell, process, track, redeem, and manage Transactions, as further defined in Schedule 1.

1.12 "Site" means any website owned or controlled by Parkmobile.

1.13 "Total Price" means the total amount to be charged to the Member for each type of Transaction, including the Parking Fee and any Member Fee or other fees which may be charged in accordance with Schedule 3.

1.14 "Transaction" means a Member's purchase through the Platform of the right to use a parking space, charging station, or other service for a certain period of time.

1.15 "Transaction Data" means all data other than Member Data related to a Member's parking session, including, time, Total Price, rate paid and other information related to the parking transaction.

1.16 "Member" means the individual end user using the Platform other than BOARD.

1.17 "Member Data" means all data collected from Members in the process of registering Members and in connection with their usage of the Platform.

1.18 "Net Parking Revenue" means the Total Price generated by Members, less Member Fees charged by Parkmobile, Transaction Processing Fee, bank transfer and other third-party fees.

1.19 "Transaction Processing Fee" means merchant processing and gateway fees at \$.15 plus 3% per authorized Transaction.

1.20 "Emerging Payment Revenue" means the Total Price by Members less Member Fees charged by Parkmobile, Transaction Processing Fees, bank transfer and other third-party fees if applicable.

1.21 "Parking Service Agreement" means our document entitled "Service Agreement" or other document bearing a similar title, or may refer to any similar document setting forth the applicable pricing, Service description, and additional terms and conditions which is executed or otherwise acknowledged by Board in writing and, in any case, also includes all current and subsequent amendments, modifications or supplements thereto as such are implemented from time to time upon the written agreement of the parties. Parking Service Agreements include, but are not limited to a RSA (Reservations Service Agreement), PSA (Permit Service Agreement), or ODSA (On Demand Service Agreement). All Parking Service Agreements incorporate fully these Terms (as amended from time to time) without limitation, restriction, or qualification.

ARTICLE 2 SERVICES

2.1 Services Provided by Parkmobile. During the Term (as defined herein), Parkmobile shall direct its personnel to perform the services for BOARD as described on Schedule 1 hereof (as amended,

modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services"). Parkmobile shall render the Services faithfully and to the best of its ability and in compliance with all applicable law, regulation, legal or regulatory process or government agency, rules or regulations (collectively, "Law"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by BOARD, consistent with a schedule to be reasonably agreed upon from time to time by Parkmobile and BOARD. In connection with Parkmobile's performance of the Services, Parkmobile shall be subject to, and agrees to abide by, such policies, procedures, directions and restrictions as BOARD may reasonably establish from time to time.

If BOARD requires additional work that is not included in this Agreement, Parkmobile and BOARD shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

2.2 Help and Support. Parkmobile agrees to use its reasonable efforts to assist BOARD with any technical support that BOARD may reasonably require in relation to using the Services. In furtherance of the foregoing, Parkmobile agrees to provide BOARD with preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support, in each case to the extent reasonably necessary for Parkmobile to provide the Services pursuant to this Agreement. In the event a party becomes aware of any errors or interruptions in the Services, each party shall notify the other Party.

2.3 Error Corrections. In the event of any errors or interruptions in the Services, Parkmobile shall use commercially reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of Parkmobile, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.4 No Performance Warranty. The Services are provided to BOARD "AS IS" with no warranty of any kind. Notwithstanding the foregoing, Parkmobile shall provide the Services in accordance with the service levels set forth on Schedule 2, as the same may be amended from time to time, upon written agreement of the parties.

2.5 Reservation of Rights. All rights not expressly granted to BOARD herein are reserved to Parkmobile. All intellectual property rights related to the Services, as well as any additional services, software, technology or systems developed by Parkmobile, belong to Parkmobile.

2.6 Publicity of Services. All brochures and promotional materials to be distributed by BOARD in connection with the Services shall be in a form mutually agreed upon by the parties.

2.7 Cooperation. Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.8 Exclusivity. Parkmobile shall be the exclusive mobile parking service provider for BOARD during the Term of this Agreement.

2.9 Authority of the Parties. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it

has any right, power or authority with respect to the other party not expressly granted to the other party by such party.

2.10 Technology Sublicense. Parkmobile hereby grants BOARD the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use the proprietary technology that relates to the Services (the "Technology") in connection with the Services. BOARD shall not use the Technology for any use other than in connection with the Services. BOARD acknowledges and agrees that (a) Parkmobile shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by BOARD shall use the Technology as necessary. BOARD has no interest in or right to use the Technology or any improvements thereto or modifications thereof except as set forth herein. In all instances, BOARD's use of the Technology shall inure to Parkmobile's benefit. During the Term or at any time thereafter, BOARD shall not commit, or cause any third party to commit, any act challenging, contesting or impairing or attempting to impair Parkmobile's right, title and interest in and to the Technology or the validity thereof.

ARTICLE 3 FEES; EXPENSES

3.1 Fees. The fees (the "Fees") applicable to the Services, are set forth on Schedule 3. Schedule 3 may be updated from time to time in writing upon the mutual agreement of the parties to reflect any changes or modifications in the Fees payable hereunder. For each Transaction, Parkmobile shall charge the Member the Total Price. If Parkmobile is the Merchant of Record ("MOR"), BOARD shall provide to Parkmobile a BOARD Electronic Funds Authorization Form (Schedule 6), W-9, and copy of a voided check or bank letter with account info ("Distribution Information") prior to remittance. Parkmobile will retain all BOARD funds without penalty until Parkmobile receives distribution information from BOARD. Thereafter, Parkmobile shall remit Net Parking Revenue to BOARD on a monthly basis.

3.2 Taxes. Parkmobile's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by BOARD, or, in lieu thereof, BOARD shall provide Parkmobile with a tax exemption certificate issued by the appropriate taxing authority.

3.3 Billing Disputes. BOARD shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to Parkmobile in writing and with an explanation of the reason for the dispute. In the event that any payment dispute is resolved in favor of BOARD, Parkmobile shall credit BOARD on the immediately subsequent invoice issued to BOARD.

3.4 Expenses. Except as otherwise provided herein, Parkmobile shall not charge BOARD any costs for the integration of its system(s) or for the management of the project and the Services. Parkmobile shall charge BOARD for ordinary, necessary and reasonable third-party costs only on direct cost basis and only after the prior approval of BOARD.

3.5 Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the BOARD are at any time not forthcoming or are insufficient, through failure of any entity, including the BOARD itself, to appropriate funds or otherwise, then the BOARD shall have the right to terminate this Agreement without penalty as set forth in Article 4 herein.

ARTICLE 4 TERM; TERMINATION

4.1 Term. The initial term of this Agreement shall commence as of the Effective Date and terminate on January 21, 2022 (the "Initial Term"). Following the Initial Term, the Agreement may be extended for two (2) consecutive one (1) year renewal terms (each a "Renewal Term"), provided that neither party gives written notice to the other of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then-current Renewal Term. The date on which this Agreement is terminated or expires as provided herein is called the "Termination Date," and the period from the Effective Date through the Termination Date is herein called the "Term."

4.2 Termination for Cause.

(a) Either party may terminate this Agreement and the rights granted herein if the other party breaches any of the provisions of this Agreement and (i) fails to remedy such breach within forty-five (45) days after receiving written notice thereof, or (ii) provided the breach does not relate to a monetary obligation, fails to (A) commence a good faith action to remedy such breach within five (5) days after receiving written notice thereof, and (B) diligently pursue such action to conclusion.

(b) Should either party (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

4.3 Effect of Termination.

(a) Upon termination or expiration of this Agreement, (i) each party shall promptly return to the other party or destroy all of such other party's Confidential Information in its possession or control; and (ii) any licenses granted hereunder shall immediately expire unless stated otherwise, and (iii) BOARD shall discontinue all use of the Technology and intellectual property of Parkmobile.

(b) Upon termination or expiration of this Agreement, (i) BOARD shall pay to Parkmobile any portion of the Fees then accrued and properly payable under this Agreement; (ii) BOARD shall promptly return to Parkmobile all materials in its possession provided by Parkmobile or otherwise created or produced by Parkmobile in connection with the performance of the Services hereunder; and (iii) BOARD shall discontinue all use of the Technology and intellectual property of Parkmobile.

(c) Notwithstanding the exercise by any party of its rights under this Article 4, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

(d) Notwithstanding the foregoing, the BOARD may terminate or suspend performance of this Agreement at the BOARD's prerogative at any time upon thirty (30) days written notice to Parkmobile. If the BOARD terminates or suspends this Agreement for no cause or convenience,

Parkmobile shall be entitled to its fees for services performed as outlined in Schedule 2 through the date of termination. Parkmobile shall terminate or suspend performance of the Services on a schedule acceptable to the BOARD, and the BOARD shall pay Parkmobile 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 Parkmobile's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collection of data and other documents generated by Parkmobile in connection with this Agreement shall become the property of the BOARD, as set forth in Article 5 herein.

ARTICLE 5 ADDITIONAL COVENANTS OF THE PARTIES

5.1 Confidentiality.

(a) Each party (sometimes referred to herein as a "receiving party") acknowledges that all information and trade secrets relating to any of the other party's products and the services hereunder, including, without limitation, pricing, software, business and financial information, marketing and promotion plans, any changes or improvements therein, including any cost savings measures, is the confidential and proprietary information of such other party ("Confidential Information"). Except as otherwise set out herein, neither party shall disclose any Confidential Information of the other party to any third party or use it for its own benefit or the benefit of a third party, and each party shall take all commercially reasonable measures to protect the confidentiality of Confidential Information of the other party and prevent its disclosure to others.

(b) Each receiving party may disclose the Confidential Information of the disclosing party to its affiliates and their respective employees and agents who are directly involved in the performance of this Agreement, who have a need to know and who are obligated to honor the restrictions on disclosure and use of such Confidential Information set forth in this Agreement (the persons to whom such disclosure is permissible being collectively known as "Representatives"). Each party shall be responsible for any breach of this Article 5.1 by its Representatives. The parties shall not disclose, without the prior written consent of the disclosing party, any of such disclosing party's Confidential Information that it has learned either during the course of this Agreement or in discussions and proposals leading up to this Agreement, except as may be required by Law. The parties shall not use the Confidential Information of a disclosing party for any purpose other than that for which it was disclosed.

(c) Each Party's Confidential Information shall remain the property of each respective party. Upon any termination or expiration of this Agreement, each party shall return to the other party the other party's original version of all Confidential Information of such other party in document form, including any electronic media version, such as CD-ROM or computer disk, and shall confirm to such other party in writing that all such documents and things have been so provided and that all copies thereof have been destroyed subject to compliance with applicable Law. The term "Confidential Information" shall not apply to: (i) any information that is or becomes available in the public domain without breach of this Agreement; (ii) information that a party can demonstrate was known prior to receipt from the other party; or (iii) information that was subsequently received from a third party.

(d) To the extent any receiving party determines it necessary or advisable to (i) file a copy of this Agreement with a governmental agency including the United States Securities and Exchange Commission, or (ii) make disclosure of Confidential Information of the disclosing party pursuant to a court order or otherwise in accordance with Law, the receiving party and/or its legal counsel shall (a) provide prompt written notice of such expected impending filing or disclosure to the disclosing party, (b) use

reasonable best efforts and work with the disclosing party and its counsel to obtain confidential treatment of relevant portions of this Agreement, including, without limitation, product and service specifications and pricing information prior to any such filing or disclosure and (c) disclose in such filing or disclosure only what is required by Law or judicial process as to both manner and content.

(e) Each party agrees that irreparable damage would occur, and that monetary damages would be an insufficient remedy at law, in the event that any of the provisions of this Article 5.1 were not performed by the other party in accordance with the terms hereof and that each party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

(f) Each party's obligation with respect to the Confidential Information of a disclosing party shall expire three (3) years after the termination or expiration of this Agreement; provided, however, that each party's obligations with respect to the trade secrets of a disclosing party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret.

5.2 Information. Subject to Article 5.1 and any applicable Laws and privileges, each party covenants and shall provide the other party with all information regarding itself and the transactions under this Agreement that the other party reasonably believes is required to comply with all applicable Law and to satisfy the requesting party's obligations hereunder. Any information owned by one party that is provided to any other party pursuant to this Agreement shall remain the property of the providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information.

5.3 Records. Each party shall maintain and retain records related to the provision of the Services under this Agreement consistent with such party's legal policies regarding retention of records. As needed from time to time during the period in which Services are provided, and upon termination of the provision of any Service, unless otherwise prohibited by applicable Law, the parties shall provide each other with records related to the provision of the Services under this Agreement to the extent that (a) such records exist in the ordinary course of business, and (b) such records are reasonably necessary for the requesting party to comply with its obligations under this Agreement or applicable Law.

5.4 Status Meetings. On a periodic basis, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Article 5.4 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

5.5 Privacy. BOARD agrees (a) to comply with all applicable Law; (b) that it will use reasonable security measures to safeguard the Personal Information ("PI"); and (c) not to disclose to others the PI.

5.6 Insurance. Parkmobile shall keep all of its insurable properties adequately insured against losses, damages and hazards as are customarily insured against by businesses engaging in similar activities or owning similar properties and at least the minimum amount required by applicable Law and any other agreement to which Parkmobile is a party or pursuant to which Parkmobile provides any services, including liability, property and business interruption insurance, as applicable. Parkmobile agrees to add Client as an additional insured pursuant to Schedule 6 of this Agreement.

5.7 Ownership of Intellectual Property. BOARD acknowledge and agree that Parkmobile or its licensors or providers are the owners of all right, title and interest in and to the Platform, Member Data, all websites owned by Parkmobile, all work product or deliverables, Parkmobile's Intellectual Property and all appurtenant patent, copyright, trademark, trade secret and other intellectual property rights associated with the foregoing. To the extent Parkmobile provides any work product or deliverable to BOARD for BOARD's direct use (e.g. material for inclusion on a BOARD-hosted website to direct Members to a Parkmobile Website or Reservation Demand Management System), BOARD is hereby granted a limited, revocable and personal right to use such work product or deliverable during the Term in accordance with any instructions Parkmobile provides. The provision of any such work product or deliverable to BOARD does not constitute a sale of such work product or deliverable to BOARD. BOARD shall not assign, sublicense, transfer, pledge, lease, rent or share any rights under the foregoing license to any third party unless expressly permitted in writing by Parkmobile. BOARD further agree that all work product or deliverable shall be treated as our Confidential Information. For the avoidance of doubt, any work product or deliverable that is created or used by Parkmobile as part of providing the Services (e.g., a landing page for BOARD hosted by Parkmobile) shall not be subject to the foregoing license.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

6.1 Representations and Warranties. Parkmobile and BOARD hereby represent, warrant and covenant to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

6.2 Disclaimer of Warranties. THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS. BOARD ACKNOWLEDGES AND AGREES THAT PARKMOBILE SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY OR NONCONFORMITY IN THE SERVICES. WITHOUT LIMITING THE FOREGOING, BOARD ASSUMES ALL RISKS ASSOCIATED WITH THE SERVICES. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF, OR IN CONNECTION

WITH THE SERVICES TO BE PERFORMED HEREBY BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

6.3 Indemnification.

(a) Indemnification by Parkmobile. Parkmobile shall indemnify, defend and hold harmless BOARD, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys' fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of Parkmobile's representations or warranties in this Agreement; (ii) the breach of any of Parkmobile's covenants or agreements in this Agreement; or (iii) any violations of Law by Parkmobile in performing its obligations in connection with this Agreement.

(b) Indemnification by BOARD. BOARD shall indemnify, defend and hold harmless Parkmobile, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys' fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of BOARD's representations or warranties in this Agreement; (ii) the breach of any of BOARD's covenants or agreements in this Agreement; or (iii) any violations of Law or governmental rules or regulations by BOARD in performing its obligations in connection with this Agreement.

6.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF PARKMOBILE FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID FOR THE SERVICES PURCHASED HEREBY. EACH PARTY HERETO AGREES THAT EACH OTHER PARTY SHALL NOT BE LIABLE TO SUCH PARTY OR ANYONE ACTING THROUGH SUCH PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ARTICLE 7 MISCELLANEOUS

7.1 Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is caused by an act of God, act of a public enemy, war or national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, flood, explosion, storm, earthquake, interruption in the supply of electricity, power or energy, terrorist attack, labor dispute or disruption, or other event beyond the reasonable control of such party and without the fault of or negligence by such party (each, a "Force Majeure Event"). If a party's performance under this Agreement is affected by a Force Majeure Event, such party shall give prompt written notice of such event to the other party, stating the date and extent of such suspension and the cause thereof, and shall at all times use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its performance under this Agreement; provided, that such party shall take measures to overcome the condition that are consistent in all material respects with the measures taken in connection with such party's business. The parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such condition. In the event of a Force Majeure Event that affects either or both parties'

ability to perform under this Agreement, the parties agree to cooperate in good faith to resume the affected services as soon as commercially possible to the extent commercially reasonable.

7.2 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (a) in person; (b) by any national overnight courier or other service providing evidence of delivery, or by registered or certified mail (postage prepaid, return receipt requested); or (c) by facsimile with a copy delivered the next business day by any overnight courier or other service providing evidence of delivery, to the respective parties at the following addresses:

To Parkmobile: Parkmobile, LLC
1100 Spring Street NW, Suite 200
Atlanta, Georgia 30309
Attention: Jonathan Ziglar
Telephone: (404) 818-9036
Facsimile: (770) 818-9039
Email: legal@parkmobileglobal.com

To BOARD: City of Bloomington
Board of Public Works
City Hall at Showers
401 N. Morton Street, Suite 120
Bloomington, IN 47404
Attention: Adam Wason
Telephone: 812-349-3410
email: wasona@bloomington.in.gov
Fax: 812-349-3567

or to such other address (or fax number, if applicable) as the party to whom notice is given may have previously furnished to the others in writing in the manner set forth above (provided that notice of any change of address or fax number shall be effective only upon receipt thereof).

7.3 Independent Contractors. The parties are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, franchisor-franchisee or agency relationship that did not already exist prior to the Effective Date, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. The parties have no authority to make statements, warranties, or representations or to create any liabilities on behalf of the other.

7.4 Entire Agreement. This Agreement and the documents and schedules referred to herein contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement.

7.5 Amendment and Waiver. The parties hereto may not amend or modify this Agreement except as may be agreed upon by a written instrument executed by the parties hereto. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

7.6 Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld); provided that Parkmobile may assign its rights, interests or obligations under this Agreement without the consent of BOARD to (i) any affiliate of Parkmobile or (ii) any lender to Parkmobile or its affiliates as security for borrowings.

7.7 Third-Party Beneficiaries. The parties to this Agreement do not intend this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Parkmobile and BOARD.

7.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

7.10 Non-Discrimination. Parkmobile shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

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

7.12 Arbitration. Should there be any ambiguity, contradiction or inconsistency in this Agreement, or should any disagreement or dispute arise between the parties in connection with this Agreement, the component representatives of the parties shall first attempt in good faith amicably to settle the matter by mutual negotiations. If such negotiations are unsuccessful, any controversy, dispute or claim arising out of, or in connection with, this Agreement must be settled by final and binding arbitration to be held exclusively in the State of Indiana in accordance with the Commercial Arbitration Rules, as amended and in effect from time to time, of the American Arbitration Association (the "Rules"). The procedures and law applicable during the arbitration of any controversy, dispute or claim shall be both the Rules and the internal laws of the State of Indiana excluding, and without regard to, its or any other jurisdiction's rules concerning any conflict of laws. The arbitrator shall have the power to order injunctive relief or provide further equitable remedies. All fees and expenses relating to the work performed by the arbitrator(s) shall be shared equally between the parties. Nothing in this paragraph shall prevent a party from seeking injunctive relief from any of the state or federal courts located in the State of Indiana. The parties consent to the exclusive jurisdiction and venue of such courts with respect to any matter not within the arbitrator's jurisdiction. Any award of the arbitrator may be enforced in any court of competent jurisdiction.

7.13 No Strict Construction: Headings. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.14 Verification of New Employee Employment Status. Parkmobile 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.) Parkmobile shall sign an affidavit, attached as Exhibit A, affirming that Parkmobile does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at U.S. Code 1324(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.

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

Parkmobile shall require any subcontractor performing work under this Agreement to certify to Parkmobile 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. Parkmobile shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the BOARD. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

7.15 Counterparts: Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties agree that this Agreement may be executed and delivered by facsimile or other electronic transmission.

Signatures on following page

IN WITNESS WHEREOF, this Parking Services Agreement has been executed as of the day and year first above written.

"PARKMOBILE":

PARKMOBILE, LLC

By: [Signature]

Name: Jonathan Ziglar MARK VAN SARNA
Title: CEO CFO

"BOARD":

CITY OF BLOOMINGTON, INDIANA

By: [Signature]

Name: KYLA COX DECKARD
Title: PRESIDENT, BOARD OF PUBLIC WORKS

CITY OF BLOOMINGTON	
Legal Department	
Reviewed By:	<u>BEM</u>
DATE:	<u>1/15/18</u>

CITY OF BLOOMINGTON
Controller

Reviewed by: [Signature]

DATE: 1-15-18
FUND/ACCT: 21

SCHEDULE 1

SERVICES

Parkmobile offers a service to BOARD's parking customers ("Members") that facilitates the activation and payment of parking transactions using the Application. For use of the Application, a Service Fee per Transaction as reflected in Schedule 3 is charged.

Parkmobile accepts several electronic payment methods from Members:

- a. Traditional credit card payments are accepted with Visa, MasterCard, Discover, & AMEX ("Traditional Payments")
- b. Emerging Payments ("Emerging Payments"). Emerging payments represent the numerous alternative payment methods that have begun to hit the marketplace today. Mostly, these innovations involve the use of virtual account-based membership profiles that a customer can utilize to transact purchases based upon the member's individual payment preferences. Examples of emerging payments include PayPal, Parkmobile's Stored Value Wallet, ACH, MasterPass, and Visa checkout.

Members who are registered with Parkmobile can begin and, if applicable, end a parking transaction in a variety of ways: visiting the website of Parkmobile - www.parkmobile.com; calling an Intelligent Voice Response (IVR) 1-800 Number, or using Parkmobile's or its partners' mobile applications. In order to register and begin a parking event, Users simply provide the required information to create an account including credit card data and license plate number which is stored in a secure, PCI Level 1 compliant environment. Thereafter, subsequent parking visits only require the Member to enter or select the applicable parking duration options available for the location.

The tariff code of the parking area is indicated on parking signs or on parking meters. Enforcers of the BOARD check the validity of parking status real time against the Parkmobile database via a web service offering, free of charge to the BOARD, to determine if a valid parking right exists. This service can be accessed by using a handheld terminal or PDA.

The supply of handheld terminals (or PDAs) for enforcement and GSM cards for communication between the handheld terminals and the database and back-office systems are outside the scope of the Services.

Members can use Mobile Parking anywhere the Parkmobile mobile payment service is available.

All parking charges are charged to the preferred payment method of the Member. Members have real time access to an online account-based personal page accessible from www.parkmobile.com to check and print their parking history, receipts, and statements.

SCHEDULE 2

SERVICE LEVELS

1. Operation, Management and Maintenance of the System

(a) Parkmobile shall use its best efforts not to perform maintenance during business hours. In emergency cases, adjustments to the system may also take place during hours for paid parking. If necessary, Parkmobile may perform maintenance of the system during business hours, provided Parkmobile provides BOARD with at least twenty-four (24) hours advance notice before the start of the work.

(b) Parkmobile makes a daily backup of data in the (local) database, which data are retained for three (3) months.

2. Errors and Interruptions

(a) When an error or interruption occurs in the Services, whichever party identifies the error or interruption shall inform the other party as soon as possible. Parkmobile shall confirm its receipt of such notification in writing. If any error or interruption cannot be repaired by Parkmobile within five (5) business days from the date when the error or interruption is reported to Parkmobile, then Parkmobile shall issue a credit for the Services during such downtime. Time spent by Parkmobile to restore and support to interruptions and errors caused by BOARD and not attributable to Parkmobile shall be charged at the hourly rate of \$180.

(b) In the event that BOARD and Parkmobile disagree about whether an error or interruption has been resolved, BOARD and Parkmobile shall discuss in good faith and reach a mutual resolution regarding whether such error or interruption has occurred or been adequately resolved. If the parties agree that the problem was in fact an error or interruption, then BOARD shall not be entitled to a credit for the Software during the downtime.

3. Security and Authorization

Parkmobile shall protect and authenticate a limited number of representatives that shall have access to the system and confidential information. The parties shall respect and utilize security access codes.

4. Reports

- a. In addition to the Minimum Reporting Elements, Parkmobile shall provide BOARD access to several reports related to the Services via a web portal. All reports are available immediately. Those reports include;
- b. Parking Transaction Report: Ad hoc and automated reports that include all information related to parking reservations which can be used for operations and management.
- c. Payment Transaction Report: Ad hoc and automated reports that include payment information necessary for reconciliation.
- d. Daily Summary Reports which include all reservations for the previous date and the current date.

SCHEDULE 3

FEES

Parkmobile shall charge the Member a member fee as outlined in the following pricing schedule: ("Member Fee").

Item		Member	Preferred Member	Corporate Member (Fleet Accounts)
1	Standard convenience fee			
	:Wallet	0.40	0.30	0.30
	:Non Wallet	0.55	0.45	0.45
2	Monthly Membership fee	NO	.99 per Account	.99 per License Plate
3	Registration Cost:			
	:Online	No Cost	No Cost	No Cost
	:Mobile App	No Cost	No Cost	No Cost
	:IVR	No Cost	No Cost	No Cost
	:Personal Call Center Service with Live Agent	3.50	3.50	N.A
4	Number of Registered Vehicles	Up to 5	Up to 5	Unlimited
5	Payment Options Accepted:			
	:Credit Card (Visa/MC/Discover/AMEX)	YES	YES	YES
	:Debit Card (Visa/MC Logo Cards not ATM Cards)	YES	YES	YES
	:Wallet	YES	YES	YES
	:PayPal	YES	YES	YES
6	Alerts and Reminders:			
	:Email	YES	YES	YES
	:Push Notifications (iPhone)	YES	YES	YES
	:SMS TXT message	YES	YES	YES

Parkmobile offers a plan for heavy parking customers to opt for a monthly fee of 99 cents in exchange for an addition 10 cents off each parking transaction.

There is no cost associated with the initial funding (load) or additional loads to the End User's wallet account

Traditional Payment Credit Card Fees/Merchant Processing/Other Third-Party Fees:

Parkmobile can pass real time authorized debit/credit card transactions daily in batch format to Parkmobile's preferred payment processor, subsequently funded directly into a Parkmobile-controlled escrow account. In this scenario, Parkmobile acts as the MOR in the arrangement and passes Net Parking Revenues in accordance with Parkmobile's standard settlement procedures to the BOARD.

Emerging Payments Fees

Parkmobile shall collect the Total Price for each Emerging Payment transaction and pass the Emerging Parking Revenue to the BOARD in accordance with Parkmobile's standard settlement procedures.

Other Terms and Conditions

Parkmobile's Member Fee does not cover any Transaction Processing Fees or other third-party fees associated with the acceptance of Traditional or Emerging Payments.

Parkmobile reserves the right to pass through increases in third party transaction processing and related fees.

The use of mobile devices for enforcement as well as data plans are not part of this agreement.

Cost for initial standard stickers shall be borne exclusively by Parkmobile. BOARD will be responsible for all installation.

Cost of marketing shall be borne exclusively by Parkmobile based on Parkmobile's standard marketing program. Parkmobile reserves the right to change its name, branding and signage at any time during the Term of this Agreement

Parkmobile reserves the right to increase Member Fees and Additional Service (as defined below) fees upon sixty (60) days written notice to BOARD.

Other development activities and additional services (listed below) for a fee at the request of and after written approval by BOARD as described below.

Additional Services:

1. Non-Integrated Gateway Service
2. Additional Marketing/Advertising
3. Customized Reporting
4. Custom Integration to 3rd parties
5. Citation/Enforcement support
6. Replacement Signage/Stickers
7. Additional Training
8. Zone & Rate structure changes after implementation
9. Event Override Solution
10. Self-Administration Service

SCHEDULE 4

Minimum Reporting Elements

- 1) Time/Date when Transaction was completed (with time zone)
- 2) Time/Date range for parking purchased in Transaction (with time zone)
- 3) Total price charged to Member
- 4) Price breakdown
 - (a) Member Fee
 - (b) Parking Fee
- 5) Payment Method - Credit Card, PayPal, Samsung Pay, etc.

SCHEDULE 5

PAYEE/BOARD INFORMATION

BOARD NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:

This authorizes Parkmobile, LLC to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to the account indicated above and to other accounts specified by BOARD in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until Parkmobile receives a written termination notice from Board and has a reasonable opportunity to act on it.

SCHEDULE 6

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington and the officers, employees and agents thereof 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 City's will be called upon to contribute to a loss hereunder.

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

EXHIBIT A

STATE OF Georgia
COUNTY OF Fulton

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Regulatory & Compliance Officer of Parkmobile, LLC ("Company").
2. The Company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Company named herein does not knowingly employ an "unauthorized alien", as defined in 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Alison Ehrlich
Signature
Alison Ehrlich

STATE OF Georgia
COUNTY OF Fulton

Before me, a Notary Public in and for Said County and State, personally appeared Alison Ehrlich and acknowledged the execution of the foregoing this 25 day of January, 2018.⁹

Cynthia Dnos
Notary Public

Cynthia Dnos
Printed Name

11/20/20
My Commission Expires:

Fulton
County of Residence:

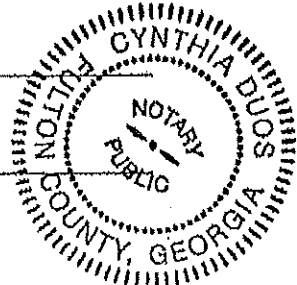


EXHIBIT B

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 25th day of January, 20 19.

Name of contractor: Parkmobile, LLC

By Alison Ehrlich
(Name)

SVP Administration
(Title)

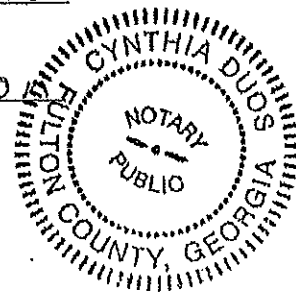
STATE OF Georgia)
) SS:

COUNTY OF Fulton)

Before me, a Notary Public in and for said County and State, personally appeared Alison Ehrlich and acknowledged the execution of the foregoing this 25 day of January, 20 19.

[Signature] My commission expires: 11/20/20
Notary Public's Signature

Cynthia Duos County of residence: Fulton
Printed name of Notary Public



REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/28/2022	Payroll				597,912.01
					<u>597,912.01</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 \$ 597,912.01

Dated this 1st day of February year of 2022.

_____	_____	_____
Kyla Cox Deckard, President	Beth H. Hollingsworth, Vice President	Elizabeth Karon, Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Approve Change Order #3 for the Downtown Curb Ramp Improvements Phase II Project

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten

Date: February 1st, 2022

Report: This local project was let on March 19th, 2019 and awarded to Groomer Construction Inc. on April 2nd, 2019. Work began in May and construction was completed in September 2019. The Project included the replacement and repair of ADA accessible curb ramps at 15 locations throughout the downtown area. This third and final change order will adjust the final quantities for the project. The majority of the adjustments between estimated quantities and final quantities are minor in nature. Two items that constitute larger deviations are as follows:

- Compacted Aggregate #53's. This item was used as crushed stone under the curbs, sidewalk and road patches. During construction large portions of concrete were discovered and excavated and this stone was used to fill in the voids. This item ran 40% over the estimated quantities for an additional amount of \$23,072.85.
- HMA Patching, Type B. This item was used to repave the existing roadway and match the grades to the new curb ramps. Additional material was needed beyond the estimated amount to account for larger than anticipated patches. This item ran 91% over the estimated quantity for an additional amount of \$13,456.80.

The remaining items that are itemized on the change order result in a net change order amount of \$40,425.98 to the current contract amount of \$499,049.02, and for a final contract amount of \$539,475.00.

City of Bloomington Contract and Purchase Justification Form

Vendor: Groomer Construction, INC.

Contract Amount: \$539,475.00

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 1

Yes

No

Met city requirements?

☒☐

Met item or need requirements?

☐☒

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

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

☐☐

BPW contract awarded on April 2nd, 2019. This is change order #3, executed in compliance with the contract documents.

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

BPW contract awarded on April 2nd, 2019. This is change order #3, executed in compliance with the contract documents.

 Roy Aten

Print/Type Name

 SPM

Print/Type Title

 Engineering

Department

CHANGE ORDER



Project Name:
Downtown Curb Ramp Improvements Phase II

Contractor:
Groomer Construction Inc.
6535 West Ison Road
Bloomington, Indiana 47403

Change Order Number: 3

Date of Change Order: Tuesday, October 13, 2020

Engineer's Project #: 0

NTP Date: Friday, May 17, 2019

Allowable Calendar Days: 90 (includes holiday's)

Previous Completion Date: Thursday, August 15, 2019

Requested By:

Owner	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
Contractor	<input type="checkbox"/>
Field	<input type="checkbox"/>
Other	<input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	TEMPORARY INLET PROTECTION	-5	\$25.00 / EACH	(125.00)
2	STRUCTURAL BACKFILL, TYPE 3	-14.9	\$42.00 / CYS	(625.80)
3	COMPACTED AGGREGATE NO. 53	170.91	\$135.00 / TON	23,072.85
4	HMA PATCHING, TYPE B	42.72	\$315.00 / TON	13,456.80
5	PCCP BASE PATCHING, 12"	62.5	\$43.00 / SYS	2,687.50
6	MILLING, ASPHALT, 1 1/2 IN.	-15.9	\$17.00 / SYS	(270.30)
7	ASPHALT FOR TACK COAT	48.3	\$2.00 / SYS	96.60
8	SIDEWALK, CONCRETE	-28.1	\$54.00 / SYS	(1,517.40)
9	CURB RAMP, CONCRETE	82	\$97.00 / SYS	7,954.00
10	DETECTABLE WARNING SURFACES	-9.6	\$255.00 / SYS	(2,448.00)
11	CURB, CONCRETE	-14.1	\$42.00 / LFT	(592.20)
12	PCCP FOR APPROACHES, 9 IN	-9.1	\$108.00 / SYS	(982.80)
13	TOPSOIL	17	\$285.00 CYS	4,845.00
14	SODDING, NURSERY	-89	\$45.00 / SYS	(4,005.00)
15	PVC DRAIN PIPE, TYPE 4, CIRCULAR, 6 IN.	-4	\$90.00 / LFT	(360.00)
16	PVC PIPE, TYPE 2, CIRCULAR, 8 IN.	18	\$97.00 / LFT	1,746.00
17	PVC PIPE, TYPE 2, CIRCULAR, 10 IN.	-3	\$100.00 / LFT	(300.00)
18	RCP PIPE, TYPE 2, CIRCULAR, 12 IN.	7	\$102.15 / LFT	715.05
19	PIPE DUCTILE IRON 8 IN	-13	\$135.69 / LFT	(1,763.97)
20	INLET, J10	-0.22	\$1,245.00 / EACH	(273.90)
21	INLET, J WITH EAST JORDAN 7030-T1 FRAME, M4 VANE GRATE ASSEMBLY	1	\$3,400.00 / EACH	3,400.00
22	CURB PAINTING, YELLOW	187	\$25.00 / EACH	4,675.00
23	TRANSVERSE MARKING THERMOPLASTIC CROSSWALK, WHITE 24"	-112.6	\$11.00 / LFT	(1,238.60)
24	TRANSVERSE MARKING, REMOVE, UP TO 24"	-623.1	\$7.00 / LFT	(4,361.70)
25	LINE, REMOVE, LONGITUDINAL, UP TO 24"	-473	\$6.50 / LFT	(3,074.50)
26	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	-9.3	\$10.50 / LFT	(97.65)
27	SIGN, RELOCATE, INCL. NEW POST	-6	\$31.00 / EACH	(186.00)

The original Contract Sum:	\$461,081.52
The net change by previously authorized Change Orders:	\$37,967.50
The Contract Sum prior to this Change Order was:	\$499,049.02

The Contract Sum will be changed by this Change Order in the amount of:

\$40,425.98

The new Contract Sum including this Change Order will be:

\$539,475.00

The Contract Time will be changed by:

0 Calendar Day(s)

The date of Substantial Completion as of the date of this Change Order therefore is:

Thursday, August 15, 2019

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

ENGINEER

Groomer Construction Inc.

CONTRACTOR

OWNER

401 North Morton Street

ADDRESS

6535 West Ison Road

Bloomington, Indiana 47403

ADDRESS

401 North Morton Street

ADDRESS

TYPED / PRINTED NAME

Richard Groomer

TYPED / PRINTED NAME

TYPED / PRINTED NAME

SIGNATURE

Richard Groomer

SIGNATURE

SIGNATURE

FORM 10-1001



Board of Public Works Staff Report

Project/Event: Change Order #3 for the 17th & Dunn Intersection Improvements Project

Petitioner/Representative: Engineering Department

Staff Representative: Matt Smethurst

Meeting Date: February 1, 2022

This project was awarded to E&B Paving, LLC. The contract includes the replacement of the traffic signal at the intersection of 17th Street and Dunn Street.

Change Order #3 will add \$80,889.96 to the contract for various contract pay items that are over the project estimate.

The original contract amount for the project was \$1,277,925.00. The current contract amount is \$1,324,423.52. Change Order #3 would result in an increase to the contract of \$80,889.96. The new contract sum would be \$1,405,313.48.

This project is funded through a GO Bond. Change Order #3 will be funded through Engineering's General Fund (101-07-070000-54310).

City of Bloomington Contract and Purchase Justification Form

Vendor: E & B Paving, LLC

Contract Amount: \$1,277,925.00, original

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

PURCHASE INFORMATION

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

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

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

	Yes	No		Yes	No
# of Submittals: 1			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

E&B Paving was the lowest responsive and responsible bidder.

Adjusted cost after CO #3, \$1,405,313.48.

Matt Smethurst

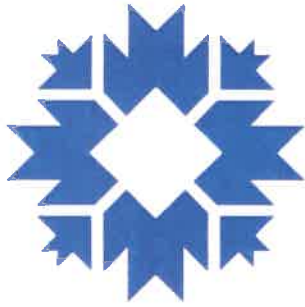
Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana

Change Order Details

17th and Dunn Signal Improvements

Description	Replacement of traffic signal and geometric improvements to intersection.
Prime Contractor	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
Change Order	3
Status	Pending
Date Created	01/05/2022
Type	Other
Summary	Overruns
Awarded Project Amount	\$1,277,925.00
Authorized Project Amount	\$1,324,423.52
Change Order Amount	\$80,889.96
Revised Project Amount	\$1,405,313.48

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0090	202-02272	LFT	\$14.000	101.000	\$1,414.00	11.000	\$154.00	112.000	\$1,568.00
PAVED SIDE DITCH, REMOVE									
0180	203-02000	CYS	\$78.000	365.000	\$28,470.00	27.550	\$2,148.90	392.550	\$30,618.90
EXCAVATION, COMMON:									
0270	207-08264	SYS	\$28.000	286.000	\$8,008.00	0.670	\$18.76	286.670	\$8,026.76
SUBGRADE TREATMENT, TYPE II									
0290	211-09265	CYS	\$51.000	146.000	\$7,446.00	103.260	\$5,266.26	249.260	\$12,712.26
STRUCTURE BACKFILL, TYPE 2									
0300	211-09266	CYS	\$92.000	74.000	\$6,808.00	280.220	\$25,780.24	354.220	\$32,588.24
STRUCTURE BACKFILL, TYPE 3									
0330	301-12234	TON	\$75.000	257.000	\$19,275.00	89.460	\$6,709.50	346.460	\$25,984.50
COMPACTED AGGREGATE NO. 53									
0340	305-07464	SYS	\$65.000	122.000	\$7,930.00	128.540	\$8,355.10	250.540	\$16,285.10
PCC BASE PATCHING, 9 IN.									
0420	604-08086	SYS	\$185.000	140.000	\$25,900.00	20.700	\$3,829.50	160.700	\$29,729.50
CURB RAMP, CONCRETE									
0460	605-06155	LFT	\$33.000	1,413.000	\$46,629.00	87.000	\$2,871.00	1,500.000	\$49,500.00
CURB AND GUTTER, CONCRETE, MODIFIED									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0470	610-07487	TON	\$143.000	19.000	\$2,717.00	0.970	\$138.71	19.970	\$2,855.71
HMA FOR APPROACHES, TYPE B									
0480	610-09108	SYS	\$120.000	238.000	\$28,560.00	7.560	\$907.20	245.560	\$29,467.20
PCCP FOR APPROACHES, 9 IN.									
0530	621-06570	CYS	\$75.000	60.000	\$4,500.00	46.000	\$3,450.00	106.000	\$7,950.00
TOPSOIL									
0570	715-05048	LFT	\$3.500	292.000	\$1,022.00	72.000	\$252.00	364.000	\$1,274.00
PIPE, TYPE 4, CIRCULAR, 6 IN.									
0590	715-05149	LFT	\$75.000	92.000	\$6,900.00	5.000	\$375.00	97.000	\$7,275.00
PIPE, TYPE 2, CIRCULAR, 12 IN.									
0610	715-05154	LFT	\$105.000	134.000	\$14,070.00	80.000	\$8,400.00	214.000	\$22,470.00
PIPE, TYPE 2, CIRCULAR, 24 IN.									
0660	718-04986	EACH	\$750.000	1.000	\$750.00	1.000	\$750.00	2.000	\$1,500.00
CLEANOUT									
0710	720-44045	EACH	\$850.000	1.000	\$850.00	1.000	\$850.00	2.000	\$1,700.00
CASTING, 8, FURNISH AND ADJUST TO GRADE									
0780	801-04308	EACH	\$202.000	4.000	\$808.00	4.000	\$808.00	8.000	\$1,616.00
ROAD CLOSURE SIGN ASSEMBLY									
0800	801-06640	EACH	\$153.000	4.000	\$612.00	2.000	\$306.00	6.000	\$918.00
CONSTRUCTION SIGN, A									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0830	801-07119	LFT	\$11.000	176.000	\$1,936.00	16.000	\$176.00	192.000	\$2,112.00
BARRICADE, III-B									
0860	802-07060	EACH	\$550.000	5.000	\$2,750.00	1.000	\$550.00	6.000	\$3,300.00
SIGN, SHEET, RELOCATE									
1060	805-78480	LFT	\$1.900	1,300.000	\$2,470.00	136.000	\$258.40	1,436.000	\$2,728.40
SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA									
1070	805-78485	LFT	\$2.000	240.000	\$480.00	284.000	\$568.00	524.000	\$1,048.00
SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA									
1080	805-78490	LFT	\$2.500	810.000	\$2,025.00	93.000	\$232.50	903.000	\$2,257.50
SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA									
1120	807-86915	EACH	\$42.200	1.000	\$42.20	3.000	\$126.60	4.000	\$168.80
CONNECTOR KIT, FUSED									
1140	807-95889	LFT	\$1.100	2,560.000	\$2,816.00	44.000	\$48.40	2,604.000	\$2,864.40
WIRE, NO. 10 COPPER, 1/C									
1150	808-03439	LFT	\$8.560	329.000	\$2,816.24	66.000	\$564.96	395.000	\$3,381.20
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.									
1200	401-07321	TON	\$115.000	274.000	\$31,510.00	49.230	\$5,661.45	323.230	\$37,171.45
QC/QA-HMA, 2, 64, SURFACE, 9.5 mm									
1220	401-07407	TON	\$130.000	140.000	\$18,200.00	0.550	\$71.50	140.550	\$18,271.50
QC/QA-HMA, 2, 64, BASE, 25.0 mm									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
1230	616-11736	TON	\$82.000	25.000	\$2,050.00	15.390	\$1,261.98	40.390	\$3,311.98
DECORATIVE STONE									
30 items			Totals		\$279,764.44		\$80,889.96		\$360,654.40

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

_____	<i>Shawn Hasler - E+B Paving</i>	_____
Engineer	Contractor	Owner
_____	<i>Estimator</i>	_____
Title	Title	Title
_____	<i>1-18-2022</i>	_____
Date	Date	Date



Board of Public Works Staff Report

Project/Event: Change Order #2 for the 3rd & Indiana Signal Replacement Project

Petitioner/Representative: Engineering Department

Staff Representative: Matt Smethurst

Meeting Date: February 1, 2022

This project was awarded to E&B Paving, LLC. The contract includes the replacement of the traffic signal at the intersection of 3rd Street and Indiana Avenue.

Change Order #2 would add \$359.20 to the contract to balance the pay items that either have an overrun or underrun on the project estimates.

The original contract amount for the project was \$333,555.00. The current contract amount is \$336,234.42. Change Order #2 would result in an increase to the contract of \$359.20. The new contract sum would be \$336,593.62.

This project is TIF funded. The change order is contingent upon approval from the Redevelopment Commission.

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC

Contract Amount: \$333,555.00, original cost

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

PURCHASE INFORMATION

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

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

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

of Submittals: 3

Yes No

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

Yes No

Met city requirements?

☒ ☐

☒ ☐

Met item or need requirements?

☒ ☐

Was an evaluation team used?

☐ ☒

Was scoring grid used?

☐ ☒

Were vendor presentations requested?

☐ ☒

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

E&B Paving was the lowest responsive and responsible bidder.

Adjusted cost after approval of CO #2 is \$336,593.62.

Matt Smethurst

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana

Change Order Details

3rd and Indiana Signal Replacement

Description	Replacement of traffic signal at 3rd & Indiana.
Prime Contractor	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
Change Order	2
Status	Pending
Date Created	01/24/2022
Type	Other
Summary	Balancing
Awarded Project Amount	\$333,555.00
Authorized Project Amount	\$336,234.42
Change Order Amount	\$359.20
Revised Project Amount	\$336,593.62

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0030	107-09367	EACH	\$380.000	2.000	\$760.00	-2.000	-\$760.00	0.000	\$0.00
INSPECTION HOLE, 3 FT DEEP OR LESS									
Reason: Balancing Change Order									
0120	401-07328	TON	\$225.000	50.000	\$11,250.00	30.390	\$6,837.75	80.390	\$18,087.75
QC/QA-HMA, 3, 70, SURFACE, 9.5 mm									
Reason: Balancing Change Order									
0130	406-05520	TON	\$600.000	1.000	\$600.00	-0.590	-\$354.00	0.410	\$246.00
ASPHALT FOR TACK COAT									
Reason: Balancing Change Order									
0140	506-06333	SYS	\$111.000	95.000	\$10,545.00	-16.550	-\$1,837.05	78.450	\$8,707.95
PCCP PATCHING, FULL DEPTH									
Reason: Balancing Change Order									
0160	604-06070	SYS	\$199.000	74.000	\$14,726.00	39.500	\$7,860.50	113.500	\$22,586.50
SIDEWALK, CONCRETE									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Reason: Balancing Change Order

0170	604-08086	SYS	\$298.000	68.000	\$20,264.00	-31.300	-\$9,327.40	36.700	\$10,936.60
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CURB RAMP, CONCRETE

Reason: Balancing Change Order

0180	604-12083	SYS	\$385.000	11.000	\$4,235.00	-0.040	-\$15.40	10.960	\$4,219.60
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DETECTABLE WARNING SURFACES

Reason: Balancing Change Order

0190	621-98038	CYS	\$70.000	6.000	\$420.00	-3.000	-\$210.00	3.000	\$210.00
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MULCH HARDWOOD SHREDDED BARK

Reason: Balancing Change Order

0200	715-05149	LFT	\$125.000	9.000	\$1,125.00	-6.000	-\$750.00	3.000	\$375.00
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PIPE, TYPE 2, CIRCULAR, 12 IN.

Reason: Balancing Change Order

0210	715-09064	LFT	\$5.000	9.000	\$45.00	-9.000	-\$45.00	0.000	\$0.00
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VIDEO INSPECTION FOR PIPE

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0250	801-06207	LFT	\$1.950	1,662.000	\$3,240.90	-186.000	-\$362.70	1,476.000	\$2,878.20
TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN.									
Reason: Balancing Change Order									
0260	801-06211	EACH	\$125.000	1.000	\$125.00	6.000	\$750.00	7.000	\$875.00
TEMPORARY PAVEMENT MESSAGE MARKING, REMOVABLE, LANE INDICATI ON ARROW									
Reason: Balancing Change Order									
0300	801-07119	LFT	\$10.000	36.000	\$360.00	-4.000	-\$40.00	32.000	\$320.00
BARRICADE, III-B									
Reason: Balancing Change Order									
0360	802-09842	SFT	\$32.000	13.000	\$416.00	-0.250	-\$8.00	12.750	\$408.00
SIGN, SHEET, WITH LEGEND, 0.125 IN.									
Reason: Balancing Change Order									
0410	805-01844	LFT	\$30.000	257.000	\$7,710.00	-12.000	-\$360.00	245.000	\$7,350.00
CONDUIT, STEEL, GALVANIZED, 2 IN.									
Reason: Balancing Change Order									
0420	805-02087	LS	\$240.000	1.000	\$240.00	0.000	-\$240.00	1.000	\$0.00
TRANSPORTATION OF SALVAGEABLE SIGNAL EQUIPMENT									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0530	805-78467	LFT	\$2.500	110.000	\$275.00	-37.000	-\$92.50	73.000	\$182.50
SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA									
Reason: Balancing Change Order									
0540	805-78480	LFT	\$1.600	260.000	\$416.00	-21.000	-\$33.60	239.000	\$382.40
SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA									
Reason: Balancing Change Order									
0550	805-78485	LFT	\$1.720	910.000	\$1,565.20	5.000	\$8.60	915.000	\$1,573.80
SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA									
Reason: Balancing Change Order									
0560	805-78490	LFT	\$1.900	580.000	\$1,102.00	-72.000	-\$136.80	508.000	\$965.20
SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA									
Reason: Balancing Change Order									
0600	807-86805	EACH	\$1,500.000	1.000	\$1,500.00	-1.000	-\$1,500.00	0.000	\$0.00
SERVICE POINT, I									
Reason: Balancing Change Order									
0610	807-86889	LFT	\$0.800	150.000	\$120.00	-3.000	-\$2.40	147.000	\$117.60
CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER, STRANDED 1/C									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0640	807-86930	EACH	\$22.000	2.000	\$44.00	2.000	\$44.00	4.000	\$88.00
INSULATION LINK, NON-WATERPROOFED									
Reason: Balancing Change Order									
0650	807-97237	LFT	\$4.000	150.000	\$600.00	-64.000	-\$256.00	86.000	\$344.00
WIRE, NO. 4 COPPER, IN PLASTIC DUCT, 4 1/C									
Reason: Balancing Change Order									
0660	808-03439	LFT	\$16.000	297.000	\$4,752.00	-90.000	-\$1,440.00	207.000	\$3,312.00
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.									
Reason: Balancing Change Order									
0670	808-06701	LFT	\$15.000	9.000	\$135.00	51.000	\$765.00	60.000	\$900.00
LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.									
Reason: Balancing Change Order									
0680	808-06703	LFT	\$15.000	45.000	\$675.00	157.000	\$2,355.00	202.000	\$3,030.00
LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0690	808-06711	LFT	\$15.000	75.000	\$1,125.00	-75.000	-\$1,125.00	0.000	\$0.00
LINE, PAINT, BROKEN, WHITE, 4 IN.									
Reason: Balancing Change Order									
0700	808-06713	LFT	\$5.000	332.000	\$1,660.00	-332.000	-\$1,660.00	0.000	\$0.00
LINE, PAINT, SOLID, WHITE, 4 IN.									
Reason: Balancing Change Order									
0710	808-06716	LFT	\$0.980	1,250.000	\$1,225.00	-1,060.000	-\$1,038.80	190.000	\$186.20
LINE, REMOVE									
Reason: Balancing Change Order									
0730	808-12046	LFT	\$15.000	40.000	\$600.00	-40.000	-\$600.00	0.000	\$0.00
LINE, PAINT, DOTTED, WHITE, 4 IN.									
Reason: Balancing Change Order									
0760	605-06120	LFT	\$69.000	293.000	\$20,217.00	57.000	\$3,933.00	350.000	\$24,150.00
CURB, CONCRETE									
Reason: Balancing Change Order									
32 items			Totals		\$112,073.10		\$359.20		\$112,432.30

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

_____ Engineer	<u>Trevor Hassler</u> - E + B Contractor Trevor Hassler	_____ Board of Public Works
_____ Title	<u>Estimator</u> Title	_____ Title
_____ Date	<u>1-27-2022</u> Date	_____ Date



Board of Public Works Claim Register

Invoice Date Range 01/22/22 -
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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Dion Daggy	01-refund adoption fee-feline-1/13/22		02/04/2022	75.00
Claire Wilcox	01-refund adoption fee feline-1/14/22		02/04/2022	75.00
Account 43430 - Animal Adoption Fees Totals			Invoice 2 Transactions	<hr/> \$150.00
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-scissors		02/04/2022	2.64
6530 - Office Depot, INC	01-envelopes, clipboards, pens		02/04/2022	96.04
Account 52110 - Office Supplies Totals			Invoice 2 Transactions	<hr/> \$98.68
Account 52210 - Institutional Supplies				
4136 - C. Specialties, INC	01-cat carriers (600)-1/18/22		02/04/2022	1,566.79
205 - City Of Bloomington	01-PC reimb-Rural King-rabbit food-12/19/21		02/04/2022	33.98
4586 - Hill's Pet Nutrition Sales, INC	01-prescription feline/canine food-1/14/22		02/04/2022	256.03
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-1/10/22		02/04/2022	249.50
4549 - Kroger Limited Partnership I	01-rabbit food-lettuce, cilantro-1/10/22		02/04/2022	18.46
4549 - Kroger Limited Partnership I	01-gas relievers-1/15/22		02/04/2022	4.27



Board of Public Works Claim Register

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4549 - Kroger Limited Partnership I	01-sales tax refund-Inv #165853	02/04/2022	(.28)
4633 - Midwest Veterinary Supply, INC	01-rabbit food-12/29/21	02/04/2022	40.56
4633 - Midwest Veterinary Supply, INC	01-guinea pig food-12/29/21	02/04/2022	21.10
4633 - Midwest Veterinary Supply, INC	01-Trazodone tabs, antibiotics-12/29/21	02/04/2022	183.61
4633 - Midwest Veterinary Supply, INC	01-syringes-1/5/22	02/04/2022	151.40
4633 - Midwest Veterinary Supply, INC	01-antibiotics, cough tabs, anti parasitics, syringes-1/5/22	02/04/2022	967.81
4633 - Midwest Veterinary Supply, INC	01-antibiotics-1/5/22	02/04/2022	134.40
4137 - Patterson Veterinary Supply, INC	01-beneficial bacteria, appetite stimulant, antibiotic ointment	02/04/2022	85.27
5819 - Synchrony Bank	01-dishwasher detergent	02/04/2022	63.23
4666 - Zoetis, INC	01-FelV diagnostics-1/5/22	02/04/2022	977.94
4666 - Zoetis, INC	01-feline vaccines-12/28/21	02/04/2022	384.00

Account **52210 - Institutional Supplies** Totals

Invoice 17
Transactions

\$5,138.07

Account **52310 - Building Materials and Supplies**

409 - Black Lumber Co. INC	01-faucet connections-12/28/21	02/04/2022	24.96
138 - Gooldy & Sons, INC	01-faucets-12/22/21	02/04/2022	185.00
394 - Kleindorfer Hardware & Variety	01-faucet keys (4)	02/04/2022	37.96
394 - Kleindorfer Hardware & Variety	01-lock de-icer, kennel repair parts	02/04/2022	8.97

Account **52310 - Building Materials and Supplies** Totals

Invoice 4
Transactions

\$256.89



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Account **52340 - Other Repairs and Maintenance**

313 - Fastenal Company	01-trash liners, soap, towels-1/7/22	02/04/2022	498.15
313 - Fastenal Company	01-tissues, trash liners, soap-1/7/22	02/04/2022	246.96
Account 52340 - Other Repairs and Maintenance Totals		Invoice 2 Transactions	<hr/> \$745.11

Account **52420 - Other Supplies**

5819 - Synchrony Bank	01-screen protector, Ipad case, ear protection	02/04/2022	34.14
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	<hr/> \$34.14

Account **52430 - Uniforms and Tools**

5819 - Synchrony Bank	01-screen protector, Ipad case, ear protection	02/04/2022	35.90
5819 - Synchrony Bank	01-deer deterrents	02/04/2022	109.78
Account 52430 - Uniforms and Tools Totals		Invoice 2 Transactions	<hr/> \$145.68

Account **53130 - Medical**

54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-1/11/22	02/04/2022	540.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, diagnostics-1/18/22	02/04/2022	756.90
Account 53130 - Medical Totals		Invoice 2 Transactions	<hr/> \$1,296.90

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22- #287289748780X01192022	02/04/2022	218.88
Account 53210 - Telephone Totals		Invoice 1 Transactions	<hr/> \$218.88



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Account **53220 - Postage**

4487 - PMB East, INC (PakMail)	01-BOH shipping-1/18/22	02/04/2022	13.65
Account 53220 - Postage Totals		Invoice 1 Transactions	<hr/> \$13.65

Account **53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)	19-SA Repair of AC Unit 28 @ ACC	02/04/2022	2,276.57
392 - Koorsen Fire & Security, INC	01- January Fire Extinguisher Inspection @ ACC	02/04/2022	155.20
Account 53610 - Building Repairs Totals		Invoice 2 Transactions	<hr/> \$2,431.77

Account **53650 - Other Repairs**

6378 - ANN-KRISS, LLC	01-stair repairs, install gate system on fence 2 kennel areas	02/04/2022	8,850.00
6378 - ANN-KRISS, LLC	01-install underground drain in fenced area	02/04/2022	1,640.00
Account 53650 - Other Repairs Totals		Invoice 2 Transactions	<hr/> \$10,490.00

Account **53990 - Other Services and Charges**

912 - Central Security Systems, INC	01-fire alarm monitoring/comm lease-2/1- 4/30/22	02/04/2022	264.00
60 - Monroe County Solid Waste Management District	01-sharps disposal-1/11/22	02/04/2022	79.20
Account 53990 - Other Services and Charges Totals		Invoice 2 Transactions	<hr/> \$343.20
Program 010000 - Main Totals		Invoice 40 Transactions	<hr/> \$21,362.97

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

Account **53130 - Medical**



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6529 - BloomingPaws, LLC

01-dental surgery, diagnostics, neuter surgery-1/13/22	02/04/2022	964.35
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54639 - Shake Veterinary Services, INC (Town & Country Vet

01-spay/neuter surgeries, diagnostics-1/18/22	02/04/2022	735.81
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Account 53130 - Medical Totals	Invoice 2	\$1,700.16
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Transactions		
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Program 010001 - Donations Over \$5K Totals	Invoice 2	\$1,700.16
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Transactions		
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Department 01 - Animal Shelter Totals	Invoice 42	\$23,063.13
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Transactions		
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Department **02 - Public Works**

Program **020000 - Main**

Account **52420 - Other Supplies**

651 - Engraving & Stamp Center, INC

02- Signature Stamp for Elizabeth Karon BPW	02/04/2022	32.50
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Account 52420 - Other Supplies Totals	Invoice 1	\$32.50
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Transactions		
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Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 12/12/21-1/11/22- #287289748780X01192022	02/04/2022	83.44
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Account 53210 - Telephone Totals	Invoice 1	\$83.44
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Transactions		
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Program 020000 - Main Totals	Invoice 2	\$115.94
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Transactions		
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Department 02 - Public Works Totals	Invoice 2	\$115.94
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Transactions		
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Department **03 - City Clerk**

Program **030000 - Main**

Account **53210 - Telephone**



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13969 - AT&T Mobility II, LLC

06-cell phone chgs 12/12/21-1/11/22-
#287297421132X01192022

02/04/2022 123.51

Account **53210 - Telephone** Totals

Invoice 1
Transactions \$123.51

Program **030000 - Main** Totals

Invoice 1
Transactions \$123.51

Department **03 - City Clerk** Totals

Invoice 1
Transactions \$123.51

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 12/12/21-1/11/22-
#287297421132X01192022

02/04/2022 40.84

Account **53210 - Telephone** Totals

Invoice 1
Transactions \$40.84

Account **53910 - Dues and Subscriptions**

1051 - Bloomington Economic Development Corp

04: BEDC Membership Fee (2022)

02/04/2022 5,250.00

Account **53910 - Dues and Subscriptions** Totals

Invoice 1
Transactions \$5,250.00

Account **53960 - Grants**

8043 - Stephen Carlsgaard (Roses Midwest Art Gallery)

04: Fall 2021 BAC Grant (Roses Midwest)

02/04/2022 2,000.00

Account **53960 - Grants** Totals

Invoice 1
Transactions \$2,000.00

Program **040000 - Main** Totals

Invoice 3
Transactions \$7,290.84

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

Invoice 3
Transactions \$7,290.84

Department **05 - Common Council**



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Program **050000 - Main**

Account **52110 - Office Supplies**

5819 - Synchrony Bank

05 - Roberts Rules of Order - 4 Copies	02/04/2022	62.76
Account 52110 - Office Supplies Totals	Invoice 1	<hr/> \$62.76
	Transactions	

Account **52420 - Other Supplies**

651 - Engraving & Stamp Center, INC

05 - Engraved Gavel - 2020, 2021 Council Presidents	02/04/2022	119.50
Account 52420 - Other Supplies Totals	Invoice 1	<hr/> \$119.50
	Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 12/12/21-1/11/22- #287297421132X01192022	02/04/2022	40.84
Account 53210 - Telephone Totals	Invoice 1	<hr/> \$40.84
	Transactions	

Account **53960 - Grants**

1138 - BCT Management, INC

05 - Buskirk-Chumley Theater Program Support: Q1 2022	02/04/2022	13,750.00
Account 53960 - Grants Totals	Invoice 1	<hr/> \$13,750.00
	Transactions	
Program 050000 - Main Totals	Invoice 4	<hr/> \$13,973.10
	Transactions	
Department 05 - Common Council Totals	Invoice 4	<hr/> \$13,973.10
	Transactions	

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52420 - Other Supplies**



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5099 - Office Three Sixty, INC	06 - HON Office Chair for Director of Auditing (C Gilliland)	02/04/2022	379.17
5099 - Office Three Sixty, INC	06 - office furniture for Director of Auditing - OOTC	02/04/2022	2,641.86
5099 - Office Three Sixty, INC	06-Credit Memo for missing handles (Inv. #2100244)	02/04/2022	(89.55)
Account 52420 - Other Supplies Totals		Invoice 3 Transactions	<hr/> \$2,931.48
Account 53170 - Mgt. Fee, Consultants, and Workshops			
5444 - Tyler Technologies, INC	06-Chart of Account Conversion Assistance	02/04/2022	2,800.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1 Transactions	<hr/> \$2,800.00
Account 53910 - Dues and Subscriptions			
259 - Indiana Association Of Cities & Towns (AIM)	06 -2022 AIM Dues for City	02/04/2022	13,332.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1 Transactions	<hr/> \$13,332.00
Account 53990 - Other Services and Charges			
5444 - Tyler Technologies, INC	06-Energov Community Development Software	02/04/2022	10,456.25
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<hr/> \$10,456.25
Program 060000 - Main Totals		Invoice 6 Transactions	<hr/> \$29,519.73
Department 06 - Controller's Office Totals		Invoice 6 Transactions	<hr/> \$29,519.73
Department 07 - Engineering			
Program 070000 - Main			
Account 52430 - Uniforms and Tools			



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15449 - Rosen & Rosen Industries (R&R Industries)	07-Engineering Safety Vests (various sizes) _28 total -1/4/22	02/04/2022	344.36
Account 52430 - Uniforms and Tools Totals	Invoice 1 Transactions		<hr/> \$344.36
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22- #287297421132X01192022	02/04/2022	346.07
Account 53210 - Telephone Totals	Invoice 1 Transactions		<hr/> \$346.07
Account 53240 - Freight / Other			
15449 - Rosen & Rosen Industries (R&R Industries)	07-Engineering Safety Vests (various sizes) _28 total -1/4/22	02/04/2022	54.27
Account 53240 - Freight / Other Totals	Invoice 1 Transactions		<hr/> \$54.27
Account 53990 - Other Services and Charges			
205 - City Of Bloomington	07-PC Reimb-Mo Co Rec--17th St MU Proj- rec fees-1/18/22	02/04/2022	175.00
205 - City Of Bloomington	07-PC Reimb-Mo Co Rec--17th St MU Proj- rec fees-1/18/22	02/04/2022	25.00
Account 53990 - Other Services and Charges Totals	Invoice 2 Transactions		<hr/> \$200.00
Account 54110 - Land Purchase			
205 - City Of Bloomington	07-PC Reimb-Mo Co Rec-07-temp. ROW for 17th St Proj-1/6/22	02/04/2022	425.00
Account 54110 - Land Purchase Totals	Invoice 1 Transactions		<hr/> \$425.00
Account 54310 - Improvements Other Than Building			
18844 - First Financial Bank, N.A.	07-17th & Dunn Intersection BC-2021-28-CN- 11/20-12/21/21-App #4	02/04/2022	446.92
Account 54310 - Improvements Other Than Building Totals	Invoice 1 Transactions		<hr/> \$446.92



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Department **09 - CFRD**

Program **090000 - Main**

Account **52420 - Other Supplies**

6274 - Quality Logo Products

09-swig-pens (600)-1/12/22 02/04/2022 292.80

Account 52420 - Other Supplies Totals	Invoice 1	\$292.80
	Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 12/12/21-1/11/22-
#287297421132X01192022 02/04/2022 122.52

Account 53210 - Telephone Totals	Invoice 1	\$122.52
	Transactions	

Program 090000 - Main Totals	Invoice 2	\$415.32
	Transactions	

Department 09 - CFRD Totals	Invoice 2	\$415.32
	Transactions	

Department **10 - Legal**

Program **100000 - Main**

Account **52110 - Office Supplies**

6792 - VARI Sales Corporation

10 vari standup desk IT Req 212484 02/04/2022 445.50

Account 52110 - Office Supplies Totals	Invoice 1	\$445.50
	Transactions	

Account **52410 - Books**



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4253 - American Law Institute (ALI CLE)	10 book suscription 2022 ALI CLE	02/04/2022	99.00
Account 52410 - Books Totals		Invoice 1 Transactions	<hr/> \$99.00
Account 53120 - Special Legal Services			
7107 - Jawn J Bauer (Bauer & Densford)	10 legal services Jones case 49101	02/04/2022	31.50
19660 - Bose McKinney & Evans, LLP	10 legal services 813703 annexation	02/04/2022	900.00
19660 - Bose McKinney & Evans, LLP	10 legal services 813976 federally funded projects	02/04/2022	3,000.00
205 - City Of Bloomington	10-PC reimb-Mo Co Rec-rec waivers Blackwell & Wininger-12/21/21	02/04/2022	50.00
205 - City Of Bloomington	10-PC reimb-MoCoRec-rec fees waiver-1/6/22	02/04/2022	25.00
Account 53120 - Special Legal Services Totals		Invoice 5 Transactions	<hr/> \$4,006.50
Program 100000 - Main Totals		Invoice 7 Transactions	<hr/> \$4,551.00
Program 101000 - Human Rights			
Account 53910 - Dues and Subscriptions			
4652 - Indiana State Bar Association	10-2022 Indiana State Bar Assoc. dues-Cate	02/04/2022	69.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1 Transactions	<hr/> \$69.00
Program 101000 - Human Rights Totals		Invoice 1 Transactions	<hr/> \$69.00
Department 10 - Legal Totals		Invoice 8 Transactions	<hr/> \$4,620.00
Department 11 - Mayor's Office			
Program 110000 - Main			



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Account **52420 - Other Supplies**

7149 - Namify, LLC	11 -name nades	02/04/2022	87.13
7149 - Namify, LLC	11 -name tags	02/04/2022	29.00
5819 - Synchrony Bank	11-self-inking notary stamp	02/04/2022	35.96
5819 - Synchrony Bank	11 -Media Equipment for CoB	02/04/2022	13.55
5819 - Synchrony Bank	11-media equipment-apple lighting to 3.5 mm head-12/15/21	02/04/2022	21.60
Account 52420 - Other Supplies Totals		Invoice 5 Transactions	<hr/> \$187.24

Account **53160 - Instruction**

7946 - Borshoff, INC	11 -Training/Consulting	02/04/2022	7,500.00
Account 53160 - Instruction Totals		Invoice 1 Transactions	<hr/> \$7,500.00

Account **53170 - Mgt. Fee, Consultants, and Workshops**

5954 - The Greater Bloomington Chamber Of Commerce, INC	11 -Legislative Preview	02/04/2022	50.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1 Transactions	<hr/> \$50.00

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22-Inv. 287287430216X01192022	02/04/2022	114.39
Account 53210 - Telephone Totals		Invoice 1 Transactions	<hr/> \$114.39

Account **53310 - Printing**

129 - FedEx Office and Print Service, INC	11-Recover Forward - copies	02/04/2022	402.41
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Account 53310 - Printing Totals		Invoice 1	\$402.41
		Transactions	
Account 53910 - Dues and Subscriptions			
7347 - Andrew B Krebbs	11 -Reimbursement name.com	02/04/2022	73.93
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$73.93
		Transactions	
Account 53960 - Grants			
205 - City Of Bloomington	11 -2022 Black History Month Sponsorship	02/04/2022	1,500.00
Account 53960 - Grants Totals		Invoice 1	\$1,500.00
		Transactions	
Program 110000 - Main Totals		Invoice 11	\$9,827.97
		Transactions	
Department 11 - Mayor's Office Totals		Invoice 11	\$9,827.97
		Transactions	
Department 12 - Human Resources			
Program 120000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22- #287297421132X01192022	02/04/2022	23.73
Account 53210 - Telephone Totals		Invoice 1	\$23.73
		Transactions	
Account 53990 - Other Services and Charges			
585 - Bloomington Public Transportation Corporation	12-2021 4th Qtr City Employee Pass Program \$120.00	02/04/2022	120.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$120.00
		Transactions	
Program 120000 - Main Totals		Invoice 2	\$143.73
		Transactions	



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Department 12 - Human Resources Totals	Invoice 2 Transactions	\$143.73
Department 13 - Planning		
Program 130000 - Main		
Account 43310 - Application Fee		
Mark Harper	13-Refund BZA filing fee-Case V-25-21	02/04/2022 100.00
	Account 43310 - Application Fee Totals	Invoice 1 Transactions \$100.00
Account 53210 - Telephone		
13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22- #287297421132X01192022	02/04/2022 490.08
	Account 53210 - Telephone Totals	Invoice 1 Transactions \$490.08
Account 53910 - Dues and Subscriptions		
4442 - American Planning Association	13-APA Membership Dues+IN Chap. (L.Thompson)_4/1/22 thru 3/31/23	02/04/2022 372.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions \$372.00
Account 53990 - Other Services and Charges		
53442 - Paragon Micro, INC	13-Bluebeam Revu + CAD Renewal for P&T_12 License	02/04/2022 1,306.25
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions \$1,306.25
	Program 130000 - Main Totals	Invoice 4 Transactions \$2,268.33
	Department 13 - Planning Totals	Invoice 4 Transactions \$2,268.33
Department 15 - HAND		



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Program **151600 - Title 16**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 12/12/21-1/11/22-
#287297421132X01192022

02/04/2022 204.68

Account **53210 - Telephone** Totals

Invoice 1 204.68
Transactions

Program **151600 - Title 16** Totals

Invoice 1 204.68
Transactions

Department **15 - HAND** Totals

Invoice 1 204.68
Transactions

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

409 - Black Lumber Co. INC

19- Med Shirt Wrist A/P Glove, 4'Fence post,
4x100' Orange Safet

02/04/2022 156.81

177 - Indiana Oxygen Company, INC

19-Blanket for Cylinder Rental, Torch
Supplies

02/04/2022 39.68

4574 - John Deere Financial (Rural King)

19-(50) 55 gallon Drum liners for PW
Facilities

02/04/2022 151.92

395 - Kirby Risk Corp

19-Lithinom 65BEMW light bulbs for Facilities

02/04/2022 30.90

395 - Kirby Risk Corp

19-10 Element ballast for Facilities

02/04/2022 207.60

395 - Kirby Risk Corp

19-Philips 30 pack of bulbs and 2 Element
ballast - Facilities

02/04/2022 220.44

394 - Kleindorfer Hardware & Variety

19-E-Z off for Facilities

02/04/2022 6.49

394 - Kleindorfer Hardware & Variety

19 - wire brushes for Facilities

02/04/2022 12.78

394 - Kleindorfer Hardware & Variety

19-pack of zip ties for Facilities

02/04/2022 16.99



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394 - Kleindorfer Hardware & Variety	19-2 keys, liquid plumber, 2 baking soda, vinigarfor Facilities		02/04/2022	31.34
394 - Kleindorfer Hardware & Variety	19-pik stik, gianite polish, pocket razor knife for Facilities		02/04/2022	33.27
5819 - Synchrony Bank	19 - Parts for toliet repairs		02/04/2022	24.96
Account 52310 - Building Materials and Supplies Totals			Invoice 12 Transactions	<hr/> \$933.18
Account 52430 - Uniforms and Tools				
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees	BC 2009-52	02/04/2022	30.43
19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniforms for Facility Employees	BC 2009-52	02/04/2022	30.19
Account 52430 - Uniforms and Tools Totals			Invoice 2 Transactions	<hr/> \$60.62
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-Blanket for Exterminator Services @ City Hall	BC 2021-108	02/04/2022	75.00
Account 53140 - Exterminator Services Totals			Invoice 1 Transactions	<hr/> \$75.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22- #287289748780X01192022		02/04/2022	166.88
Account 53210 - Telephone Totals			Invoice 1 Transactions	<hr/> \$166.88
Account 53610 - Building Repairs				
321 - Harrell Fish, INC (HFI)	19-SA AC Unit Repair @ City Hall	BC 2021-111	02/04/2022	460.00
321 - Harrell Fish, INC (HFI)	19-SA Installation of new Sump Pump	BC 2021-116	02/04/2022	598.09
7402 - Nature's Way, INC	19-Monthly plant maintenance	BC 2021-141	02/04/2022	353.43



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Account 53990 - Other Services and Charges		Account 53610 - Building Repairs Totals	Invoice 3 Transactions	<hr/> \$1,411.52
7211 - Crisis Cleaning, INC	19-Site Cleanup @ Fairview & Patterson		02/04/2022	1,155.62
		Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	<hr/> \$1,155.62
		Program 190000 - Main Totals	Invoice 20 Transactions	<hr/> \$3,802.82
		Department 19 - Facilities Maintenance Totals	Invoice 20 Transactions	<hr/> \$3,802.82
Department 28 - ITS				
Program 280000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	28 - Three 2-packs cell batteries		02/04/2022	6.21
5103 - Staples Contract & Commercial, INC	28 - FlexFit Hyken Mesh Task Chair, Maroon - Greg Overtom		02/04/2022	199.99
		Account 52110 - Office Supplies Totals	Invoice 2 Transactions	<hr/> \$206.20
Account 53170 - Mgt. Fee, Consultants, and Workshops				
4408 - Environmental Systems Research Institute,INC ESRI	28-ArcGIS consulting support-12/16/2021		02/04/2022	11,189.00
		Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1 Transactions	<hr/> \$11,189.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22- #287289748780X01192022		02/04/2022	615.10
13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22- #287297421132X01192022		02/04/2022	78.48



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Account 53210 - Telephone Totals		Invoice 2 Transactions	<hr/> \$693.58
Account 53640 - Hardware and Software Maintenance			
8750 - Service Express, INC	28 - City Hall & BPD Server maintenance 1/1/2022-3/31/2022	02/04/2022	2,149.33
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1 Transactions	<hr/> \$2,149.33
Account 53910 - Dues and Subscriptions			
6556 - KnowBe4, INC	28 - PhishER Subscription 1/10/22-7/2/2022	02/04/2022	2,256.00
6556 - KnowBe4, INC	28-PhishER Subscription 7/3/2022-7/2/2023	02/04/2022	4,536.00
53442 - Paragon Micro, INC	28-1 Microsoft Power BI license-ITS portion- 12/31/21	02/04/2022	9.16
7344 - Periodic INC	28 - December Resources and Bookables - overages	02/04/2022	117.00
5786 - Promevo, LLC	28 - Google Voice subscription ITS after hours December 2021	02/04/2022	50.78
Account 53910 - Dues and Subscriptions Totals		Invoice 5 Transactions	<hr/> \$6,968.94
Account 54420 - Purchase of Equipment			
50972 - CDW, LLC	28 - 5 Tripp 4-port keystone faceplates	02/04/2022	15.06
50972 - CDW, LLC	28 - 45 Tripp 4-port keystone faceplates	02/04/2022	135.70
53442 - Paragon Micro, INC	28 - Fujitsu ScanSnap scanner - Berniece Snyder	02/04/2022	304.99
5819 - Synchrony Bank	28 - 35 inch hand winch lift truck-12/27/21	02/04/2022	1,178.98
Account 54420 - Purchase of Equipment Totals		Invoice 4 Transactions	<hr/> \$1,634.73
Program 280000 - Main Totals		Invoice 15 Transactions	<hr/> \$22,841.78



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Program **28RCVR - Recover Forward**

Account **53960 - Grants**

232 - Monroe County United Ministries INC

28-2021 Digital Equity grant recipient

02/04/2022

7,000.00

Account **53960 - Grants** Totals

Invoice 1

\$7,000.00

Transactions

Program **28RCVR - Recover Forward** Totals

Invoice 1

\$7,000.00

Transactions

Department **28 - ITS** Totals

Invoice 16

\$29,841.78

Transactions

Fund **101 - General Fund (S0101)** Totals

Invoice 129

\$127,027.50

Transactions

Fund **249 - Grants Non Approp**

Department **01 - Animal Shelter**

Program **G21013 - 2021 Play Yard Renovation**

Account **53650 - Other Repairs**

6378 - ANN-KRISS, LLC

01-stair repairs, install gate system on fence
2 kennel areas

BC 2021-122

02/04/2022

5,000.00

Account **53650 - Other Repairs** Totals

Invoice 1

\$5,000.00

Transactions

Program **G21013 - 2021 Play Yard Renovation** Totals

Invoice 1

\$5,000.00

Transactions

Department **01 - Animal Shelter** Totals

Invoice 1

\$5,000.00

Transactions

Fund **249 - Grants Non Approp** Totals

Invoice 1

\$5,000.00

Transactions

Fund **312 - Community Services**

Department **09 - CFRD**



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Program **090002 - Com Serv - MLK Comm**

Account **53310 - Printing**

11693 - The Award Center, INC	09-Plaque for MLK Legacy Award	02/04/2022	42.00
Account 53310 - Printing Totals		Invoice 1	<hr/> \$42.00
		Transactions	

Account **53990 - Other Services and Charges**

8042 - Princeton University Press	09-MLK Birthday Celebration Speaker Fee- 1/14/22	02/04/2022	4,000.00
7943 - Lee A Rosser (Chef Lee - In Your Home)	09-MLK Birthday Celebration - Catering- 1/10/22	02/04/2022	2,000.00
Account 53990 - Other Services and Charges Totals		Invoice 2	<hr/> \$6,000.00
		Transactions	
Program 090002 - Com Serv - MLK Comm Totals		Invoice 3	<hr/> \$6,042.00
		Transactions	
Department 09 - CFRD Totals		Invoice 3	<hr/> \$6,042.00
		Transactions	
Fund 312 - Community Services Totals		Invoice 3	<hr/> \$6,042.00
		Transactions	

Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53640 - Hardware and Software Maintenance**

5534 - Presidio Holdings, INC	28 - Requesting Camera Maintaince Visit to Switchyard Park	02/04/2022	540.00
5534 - Presidio Holdings, INC	28-troubleshoot cameras offline at the CBU building	02/04/2022	350.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 2	<hr/> \$890.00
		Transactions	



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Account **54450 - Equipment**

53442 - Paragon Micro, INC	28-HP color laserjet printer	02/04/2022	849.99
5819 - Synchrony Bank	25 - Three server bundles with rail kits- 12/17/21	02/04/2022	7,197.00
Account 54450 - Equipment Totals		Invoice 2 Transactions	<hr/> \$8,046.99
Program 254000 - Infrastructure Totals		Invoice 4 Transactions	<hr/> \$8,936.99

Program **256000 - Services**

Account **53150 - Communications Contract**

4170 - Comcast Cable Communications, INC	28-401 N Morton-business services-2/1- 2/28/22	02/04/2022	183.40
4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pike-business services 1/27-2/26/22	02/04/2022	108.35
Account 53150 - Communications Contract Totals		Invoice 2 Transactions	<hr/> \$291.75

Account **54420 - Purchase of Equipment**

53442 - Paragon Micro, INC	25 - Storage Compute Windows 2019 Datacenter - 4 Licenses	02/04/2022	22,919.96
Account 54420 - Purchase of Equipment Totals		Invoice 1 Transactions	<hr/> \$22,919.96
Program 256000 - Services Totals		Invoice 3 Transactions	<hr/> \$23,211.71
Department 25 - Telecommunications Totals		Invoice 7 Transactions	<hr/> \$32,148.70
Fund 401 - Non-Reverting Telecom (S1146) Totals		Invoice 7 Transactions	<hr/> \$32,148.70

Fund **405 - Non-Reverting Improve I(S0113)**

Department **06 - Controller's Office**



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Program **060000 - Main**

Account **53910 - Dues and Subscriptions**

259 - Indiana Association Of Cities & Towns (AIM)	06 -2022 AIM Dues for City	02/04/2022	6,750.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$6,750.00
		Transactions	
Program 060000 - Main Totals		Invoice 1	\$6,750.00
		Transactions	
Department 06 - Controller's Office Totals		Invoice 1	\$6,750.00
		Transactions	
Fund 405 - Non-Reverting Improve I(S0113) Totals		Invoice 1	\$6,750.00
		Transactions	

Fund **439 - Consolidated TIF**

Department **15 - HAND**

Program **159001 - Adams Crossing Area**

Account **53990 - Other Services and Charges**

7808 - J.S. Held LLC	15- Reuse Hospital Area RES 20-96	02/04/2022	7,426.00
1785 - Monroe County Land Title Co., INC (Title Plus)	15-Wire Transfer-Purchase of 605 S. Madison Street	01/26/2022	265,375.00
Account 53990 - Other Services and Charges Totals		Invoice 2	\$272,801.00
		Transactions	
Program 159001 - Adams Crossing Area Totals		Invoice 2	\$272,801.00
		Transactions	

Program **159002 - Downtown Area**

Account **53990 - Other Services and Charges**

7040 - Project One Studio (Project One,LLC)	15-Final Payment for Art Project for 4th Street Garage	02/04/2022	38,500.00
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Account **53990 - Other Services and Charges** Totals

Invoice 1
Transactions

\$38,500.00

Program **159002 - Downtown Area** Totals

Invoice 1
Transactions

\$38,500.00

Program **159006 - West 17th Street Area**

Account **53990 - Other Services and Charges**

5641 - AZTEC Engineering Group, INC	13-B-Line Ext./Multiuse Path-11/12-12/9/21	02/04/2022	1,300.00
18844 - First Financial Bank, N.A.	15-17th St Reconstruction-App No 22	02/04/2022	1,127.05
18844 - First Financial Bank, N.A.	15-17th St Reconstruction-App No 23	02/04/2022	92.60
18844 - First Financial Bank, N.A.	15-17th St Reconstruction-App No 24	02/04/2022	57.25
503 - Reed And Sons Construction, INC	15-17th St Reconstruction-App No 22	02/04/2022	21,413.95
503 - Reed And Sons Construction, INC	15-17th St Reconstruction-App No 23	02/04/2022	1,759.40
503 - Reed And Sons Construction, INC	15-17th St Reconstruction-App No 24	02/04/2022	1,087.75

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

Invoice 7
Transactions

\$26,838.00

Program **159006 - West 17th Street Area** Totals

Invoice 7
Transactions

\$26,838.00

Department **15 - HAND** Totals

Invoice 10
Transactions

\$338,139.00

Fund **439 - Consolidated TIF** Totals

Invoice 10
Transactions

\$338,139.00

Fund **444 - RDC**

Department **15 - HAND**

Program **150000 - Main**



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Account **53990 - Other Services and Charges**

7414 - MAP Communications, INC (Live Voice)	06-Answering Service for College Square	01/24/2022	47.73
912 - Central Security Systems, INC	15-Security Monitoring for 601 N. Morton Street	02/04/2022	105.00
Account 53990 - Other Services and Charges Totals		Invoice 2	<hr/> \$152.73
		Transactions	
Program 150000 - Main Totals		Invoice 2	<hr/> \$152.73
		Transactions	
Department 15 - HAND Totals		Invoice 2	<hr/> \$152.73
		Transactions	
Fund 444 - RDC Totals		Invoice 2	<hr/> \$152.73
		Transactions	

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **52110 - Office Supplies**

5819 - Synchrony Bank	20-Key tags for vehicles	02/04/2022	16.66
Account 52110 - Office Supplies Totals		Invoice 1	<hr/> \$16.66
		Transactions	

Account **52210 - Institutional Supplies**

313 - Fastenal Company	20-safety supplies-safety glasses, earplugs, gloves-1/7/22	02/04/2022	287.43
Account 52210 - Institutional Supplies Totals		Invoice 1	<hr/> \$287.43
		Transactions	

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC	20-cold patching-MDF panels-1/10/22	02/04/2022	119.97
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409 - Black Lumber Co. INC	20-hammers for snow trucks-12/29/21	02/04/2022	73.94
409 - Black Lumber Co. INC	20-pnuematic gun oil, WD40-1/11/22	02/04/2022	11.98
409 - Black Lumber Co. INC	20-#468 Sweeper-rubber hammer-1/12/22	02/04/2022	5.99
908 - JB Salvage (Westside Auto Parts)	20-sheet steel 4 x 8 x 1/8 for unit #409-12/29/21	02/04/2022	285.00
394 - Kleindorfer Hardware & Variety	20-nuts/bolts for snow spreader-12/29/21	02/04/2022	55.35
394 - Kleindorfer Hardware & Variety	20-#462-armour all spray-12/29/21	02/04/2022	8.49
394 - Kleindorfer Hardware & Variety	20-hand cleaner-12/30/21	02/04/2022	32.98
394 - Kleindorfer Hardware & Variety	20-propane torch-frozen push buttons	02/04/2022	54.99
394 - Kleindorfer Hardware & Variety	20-Sidewalks-kraft edgers, hand floats	02/04/2022	106.95
394 - Kleindorfer Hardware & Variety	20-extension cords	02/04/2022	323.92
Account 52420 - Other Supplies Totals		Invoice 11 Transactions	<hr/> \$1,079.56
Account 53130 - Medical			
231 - IU Health OCC Health Services	20-J. Wahl-DS DOT 5 Panel E Screen-12/8/21	02/04/2022	47.00
231 - IU Health OCC Health Services	20-C. Phipps-DS DOT 5 Panel E Screen-12/15/21	02/04/2022	47.00
Account 53130 - Medical Totals		Invoice 2 Transactions	<hr/> \$94.00
Account 53150 - Communications Contract			
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two-way Radio Services-January 2022	02/04/2022	2,321.25
Account 53150 - Communications Contract Totals		Invoice 1 Transactions	<hr/> \$2,321.25



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Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22- #287289748780X01192022	02/04/2022	166.88
13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22- #287297421132X01192022	02/04/2022	130.22
Account 53210 - Telephone Totals		Invoice 2 Transactions	<hr/> \$297.10

Account **53250 - Pagers**

332 - Indiana Paging Network, INC	20-Pagers for snow control -February 2022	02/04/2022	87.26
Account 53250 - Pagers Totals		Invoice 1 Transactions	<hr/> \$87.26

Account **53610 - Building Repairs**

656 - B&L Sheet Metal and Roofing, INC	20-Repair roof leak on Street Department building-12/29/21	BC 2021-101 02/04/2022	996.86
Account 53610 - Building Repairs Totals		Invoice 1 Transactions	<hr/> \$996.86

Account **53910 - Dues and Subscriptions**

2871 - International Municipal Signal Association (IMSA)	20-Certificate Renewal - Traff Signal #1 (Henson)-12/29/21	02/04/2022	40.00
2871 - International Municipal Signal Association (IMSA)	20-Certificate Renewal - Traff Signal #2 (VanDeventer)-12/29/21	02/04/2022	40.00
Account 53910 - Dues and Subscriptions Totals		Invoice 2 Transactions	<hr/> \$80.00

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-1/5/22	02/04/2022	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-12/22/21	02/04/2022	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-12/29/21	02/04/2022	34.28



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Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 3 Transactions	<hr/> \$102.84
Account 53990 - Other Services and Charges			
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets (868)- December 2021	02/04/2022	824.60
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-12/7/21	02/04/2022	170.00
Account 53990 - Other Services and Charges Totals		Invoice 2 Transactions	<hr/> \$994.60
Program 200000 - Main Totals		Invoice 27 Transactions	<hr/> \$6,357.56
Department 20 - Street Totals		Invoice 27 Transactions	<hr/> \$6,357.56
Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice 27 Transactions	<hr/> \$6,357.56
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 43160 - Lot/Garage Leases - Annual			
21397 - Olympus Properties, LLC	26-refund pkg garage fee-space was not used	02/04/2022	119.00
Account 43160 - Lot/Garage Leases - Annual Totals		Invoice 1 Transactions	<hr/> \$119.00
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	26 - tape and gloves for Parking Facilities	02/04/2022	37.98
394 - Kleindorfer Hardware & Variety	26-chain, locks & gloves for Parking Facilities	02/04/2022	68.16
Account 52310 - Building Materials and Supplies Totals		Invoice 2 Transactions	<hr/> \$106.14



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Account **52430 - Uniforms and Tools**

3588 - Cintas Corporation (Cintas #529 EFT Vendor)	26- Employee Uniforms	02/04/2022	132.99
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	26- Employee Uniforms	02/04/2022	635.23
Account 52430 - Uniforms and Tools Totals		Invoice 2 Transactions	<hr/> \$768.22

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22- #287289748780X01192022	02/04/2022	13.90
13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22- #287297421132X01192022	02/04/2022	122.52
Account 53210 - Telephone Totals		Invoice 2 Transactions	<hr/> \$136.42

Account **53650 - Other Repairs**

6378 - ANN-KRISS, LLC	26-SA Garages-RepairBollard@Morton, RepairElectrical@4th EV	BC 2021-100	02/04/2022	957.28
Account 53650 - Other Repairs Totals		Invoice 1		<hr/> \$957.28
		Transactions		
Program 260000 - Main Totals		Invoice 8		<hr/> \$2,087.06
		Transactions		
Department 26 - Parking Totals		Invoice 8		<hr/> \$2,087.06
		Transactions		
Fund 452 - Parking Facilities(S9502) Totals		Invoice 8		<hr/> \$2,087.06
		Transactions		

Fund **454 - Alternative Transport(S6301)**

Department **26 - Parking**

Program **260000 - Main**

Account **53210 - Telephone**



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13969 - AT&T Mobility II, LLC

06-cell phone chgs 12/12/21-1/11/22-
#287289748780X01192022

02/04/2022 13.91

13969 - AT&T Mobility II, LLC

06-cell phone chgs 12/12/21-1/11/22-
#287297421132X01192022

02/04/2022 40.84

Account **53210 - Telephone** Totals

Invoice 2 \$54.75

Transactions

Program **260000 - Main** Totals

Invoice 2 \$54.75

Transactions

Department **26 - Parking** Totals

Invoice 2 \$54.75

Transactions

Fund **454 - Alternative Transport(S6301)** Totals

Invoice 2 \$54.75

Transactions

Fund **455 - Parking Meter Fund(S2141)**

Department **26 - Parking**

Program **260000 - Main**

Account **52110 - Office Supplies**

394 - Kleindorfer Hardware & Variety

26-toilet paper/towel paper/meter tape

02/04/2022 47.88

Account **52110 - Office Supplies** Totals

Invoice 1 \$47.88

Transactions

Account **52340 - Other Repairs and Maintenance**

4264 - IPS Group, INC

26-meter clock repairs out of warranty-
12/9/21

02/04/2022 95.00

6688 - SSW Enterprises, LLC (Office Pride)

26-627 N Morton-monthly cleaning-3x per
week-1/1/22

02/04/2022 373.00

Account **52340 - Other Repairs and Maintenance** Totals

Invoice 2 \$468.00

Transactions

Account **52420 - Other Supplies**

4264 - IPS Group, INC

26-4G meter clock upgrade-12/9/21

02/04/2022 18,315.00



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394 - Kleindorfer Hardware & Variety	26-1 key copied	02/04/2022	1.50
394 - Kleindorfer Hardware & Variety	26-WD-40	02/04/2022	20.36
394 - Kleindorfer Hardware & Variety	26-6 rolls paper towels	02/04/2022	10.74
394 - Kleindorfer Hardware & Variety	26-box of hand warmers	02/04/2022	26.73
394 - Kleindorfer Hardware & Variety	26-4 rolls paper towels, screws	02/04/2022	8.66
394 - Kleindorfer Hardware & Variety	26-gloves	02/04/2022	26.98
6530 - Office Depot, INC	26-paper towel holder for bathroom-7/5/21	02/04/2022	26.99

Account **52420 - Other Supplies** Totals

Invoice 8
Transactions

\$18,436.96

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22- #287289748780X01192022	02/04/2022	13.91
13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22- #287297421132X01192022	02/04/2022	40.84

Account **53210 - Telephone** Totals

Invoice 2
Transactions

\$54.75

Account **53240 - Freight / Other**

4264 - IPS Group, INC	26-meter clock repairs out of warranty- 12/9/21	02/04/2022	44.51
4264 - IPS Group, INC	26-4G meter clock upgrade-12/9/21	02/04/2022	1,980.00

Account **53240 - Freight / Other** Totals

Invoice 2
Transactions

\$2,024.51

Account **53310 - Printing**

50680 - Biller Press & Manufacturing, INC	26-green ticket envelopes (10,000)-12/17/21	02/04/2022	1,348.40
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53125 - Mr. Copy, INC	26-information card for back in spaces-300 S. Lincoln-12/14/21	02/04/2022	158.50
Account 53310 - Printing Totals		Invoice 2 Transactions	<hr/> \$1,506.90
Account 53640 - Hardware and Software Maintenance			
54432 - T2 Systems, INC	26-ROVR returns December 2021	02/04/2022	1,123.20
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1 Transactions	<hr/> \$1,123.20
Account 53990 - Other Services and Charges			
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	26-new light bars for unit 250-11/30/21	02/04/2022	1,309.93
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	26-new light bars for unit 251-11/30/21	02/04/2022	1,309.93
Account 53990 - Other Services and Charges Totals		Invoice 2 Transactions	<hr/> \$2,619.86
Program 260000 - Main Totals		Invoice 20 Transactions	<hr/> \$26,282.06
Department 26 - Parking Totals		Invoice 20 Transactions	<hr/> \$26,282.06
Fund 455 - Parking Meter Fund(S2141) Totals		Invoice 20 Transactions	<hr/> \$26,282.06
Fund 456 - MVH Restricted			
Department 20 - Street			
Program 200000 - Main			
Account 52340 - Other Repairs and Maintenance			
290 - James H Drew, Corporation	20-Install signal mast arm @ 1st & College	02/04/2022	3,180.04
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1 Transactions	<hr/> \$3,180.04



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Account **52420 - Other Supplies**

50637 - Bender Lumber Company INC	20-Tools for concrete crew (floats & broom)	02/04/2022	228.62
409 - Black Lumber Co. INC	20-Supplies for street/asphalt repair @ 1221 S Pickwick-1/11/22	02/04/2022	448.49
Account 52420 - Other Supplies Totals		Invoice 2	<hr/> \$677.11
		Transactions	
Program 200000 - Main Totals		Invoice 3	<hr/> \$3,857.15
		Transactions	
Department 20 - Street Totals		Invoice 3	<hr/> \$3,857.15
		Transactions	
Fund 456 - MVH Restricted Totals		Invoice 3	<hr/> \$3,857.15
		Transactions	

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **07 - Engineering**

Program **070000 - Main**

Account **54310 - Improvements Other Than Building**

5149 - E&B Paving, INC	07-17th & Dunn Intersection BC-2021-28-CN- BC 2021-28 11/20-12/21/21-App #4	02/04/2022	8,491.48
Account 54310 - Improvements Other Than Building Totals		Invoice 1	<hr/> \$8,491.48
		Transactions	
Program 070000 - Main Totals		Invoice 1	<hr/> \$8,491.48
		Transactions	
Department 07 - Engineering Totals		Invoice 1	<hr/> \$8,491.48
		Transactions	
Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice 1	<hr/> \$8,491.48
		Transactions	

Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**



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Program **160000 - Main**

Account **52420 - Other Supplies**

793 - Indiana Safety Company, INC	16-gloves for employees-1/4/22	02/04/2022	340.00
793 - Indiana Safety Company, INC	16-leather gloves for employees-1/12/22	02/04/2022	73.29
Account 52420 - Other Supplies Totals		Invoice 2 Transactions	<hr/> \$413.29

Account **53130 - Medical**

231 - IU Health OCC Health Services	16-M. Miller-DS DOT 5 Panel E Screen- 12/13/21	02/04/2022	47.00
231 - IU Health OCC Health Services	16-L. Armes-DS DOT 5 Panel E Screen- 12/13/21	02/04/2022	47.00
Account 53130 - Medical Totals		Invoice 2 Transactions	<hr/> \$94.00

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	16- Blanket for Exterminator Services @ Sanitation	BC 2021-108 02/04/2022	125.00
Account 53140 - Exterminator Services Totals		Invoice 1 Transactions	<hr/> \$125.00

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22- #287289748780X01192022	02/04/2022	41.72
13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22- #287297421132X01192022	02/04/2022	419.36
Account 53210 - Telephone Totals		Invoice 2 Transactions	<hr/> \$461.08

Account **53240 - Freight / Other**

793 - Indiana Safety Company, INC	16-gloves for employees-1/4/22	02/04/2022	17.50
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793 - Indiana Safety Company, INC	16-leather gloves for employees-1/12/22		02/04/2022	13.99
	Account 53240 - Freight / Other Totals	Invoice 2 Transactions		<hr/> \$31.49
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-1/5/22		02/04/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 1/12/22	BC 2009-52	02/04/2022	8.01
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-1/12/22		02/04/2022	23.26
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 3 Transactions		<hr/> \$54.53
	Program 160000 - Main Totals	Invoice 12 Transactions		<hr/> \$1,179.39
	Department 16 - Sanitation Totals	Invoice 12 Transactions		<hr/> \$1,179.39
	Fund 730 - Solid Waste (S6401) Totals	Invoice 12 Transactions		<hr/> \$1,179.39
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52430 - Uniforms and Tools				
327 - Hoosier Workwear Outlet, INC	10-safety shoes-T. Ward 9 (12W)-1/12/22		02/04/2022	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-C. Phipps (13M)-1/14/22		02/04/2022	100.00
	Account 52430 - Uniforms and Tools Totals	Invoice 2 Transactions		<hr/> \$200.00
Account 53130 - Medical				



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2579 - Troy Brewer	10 cdl PHYSICAL 2022 Brewer Troy	02/04/2022	89.00
6018 - Chris James Scott Eberle	10 cdl PHYSICAL Eberle 2022	02/04/2022	100.00
6716 - Rose M Harden	10 cdl PHYSICAL 2022 rose harden	02/04/2022	100.00
7234 - William A Porter, JR	10 cdl PHYSICAL 2022 Bill Porter	02/04/2022	100.00
7667 - Steven K Robertson	10 cdl PHYSICAL 2022 Robertson Steve	02/04/2022	100.00
Account 53130 - Medical Totals		Invoice 5 Transactions	<hr/> \$489.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 12/12/21-1/11/22-Inv. 287287430216X01192022	02/04/2022	41.72
Account 53210 - Telephone Totals		Invoice 1 Transactions	<hr/> \$41.72
Account 53420 - Worker's Comp & Risk			
7792 - ONB Benefit Administration LLC (JWF Specialty)	10 workers comp payments BL122921 wk Dec 22-29 2021	02/04/2022	1,532.30
7792 - ONB Benefit Administration LLC (JWF Specialty)	10 workers comp payments BL012522 wk Jan 13-19 2022	02/04/2022	888.81
Account 53420 - Worker's Comp & Risk Totals		Invoice 2 Transactions	<hr/> \$2,421.11
Program 100000 - Main Totals		Invoice 10 Transactions	<hr/> \$3,151.83
Department 10 - Legal Totals		Invoice 10 Transactions	<hr/> \$3,151.83
Fund 800 - Risk Management(S0203) Totals		Invoice 10 Transactions	<hr/> \$3,151.83
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			



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Program **120000 - Main**

Account **53990.1201 - Other Services and Charges Health Insurance**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER CONT \$1317.20	01/25/2022	1,317.20
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 1	\$1,317.20
		Transactions	
Program 120000 - Main Totals		Invoice 1	\$1,317.20
		Transactions	
Department 12 - Human Resources Totals		Invoice 1	\$1,317.20
		Transactions	
Fund 801 - Health Insurance Trust Totals		Invoice 1	\$1,317.20
		Transactions	

Fund **802 - Fleet Maintenance(\$9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

50605 - Bauer Built, INC	17 - Disposal fee on 2 315/80R225 casings picked up on 1/5/22	02/04/2022	26.00
50605 - Bauer Built, INC	17 - (6) 265/70R195 Dynatrac RA200 LRJ and Indiana Tire fee	02/04/2022	1,771.50
50605 - Bauer Built, INC	17 - 3 tires scrap picked up 1/12 - Too old to cap	02/04/2022	33.00
4693 - Monroe County Tire & Supply, INC	17 - (4) Yokohama GEO P255/70R17 A/T G015 Owl	02/04/2022	681.00
Account 52230 - Garage and Motor Supplies Totals		Invoice 4	\$2,511.50
		Transactions	

Account **52240 - Fuel and Oil**

7854 - Premier AG CO-OP, INC (Premier Energy)	17 - 87 OCT No Eth Fuel	BC 2021-84 D 02/04/2022	21,251.40
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7854 - Premier AG CO-OP, INC (Premier Energy)	17 - 87 OCT No Eth Fuel	BC 2021-84 D	02/04/2022	22,662.03
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - 85 WPDx4 Clear on Road fuel	BC 2021-84 D	02/04/2022	22,820.99
Account 52240 - Fuel and Oil Totals		Invoice 3 Transactions		<hr/> \$66,734.42
Account 52320 - Motor Vehicle Repair				
1107 - Best Equipment Company, INC	17-#600-90 degree elbow -12/15/21		02/04/2022	444.43
409 - Black Lumber Co. INC	17- shop supply 1/2" PVC 90 deg Electrical		02/04/2022	1.78
244 - Bloomington Ford, INC	17- #619 heater hose		02/04/2022	79.01
244 - Bloomington Ford, INC	17 - #833 OSL parts and service, & Labor		02/04/2022	607.39
4335 - Circle Distributing, INC	17- stock transmission fluid		02/04/2022	165.36
4335 - Circle Distributing, INC	17 - Air filter		02/04/2022	99.40
4335 - Circle Distributing, INC	17- parts for stock -(2)Motorcraft heater blend door actuators		02/04/2022	92.38
4335 - Circle Distributing, INC	17- #134 spark plugs		02/04/2022	23.76
4752 - Community Chrysler Plymouth Dodge, INC	17- Power steering fluid for stock for 2022		02/04/2022	65.44
594 - Curry Auto Center, INC	17 - #873 SL-n- valve		02/04/2022	338.55
4046 - Heritage-Crystal Clean, INC	17 - AntiFreeze Stock		02/04/2022	623.35
455 - Industrial Service & Supply, INC	17 - 670 hyd parts-fitting, 45degree fitting, #10 O-ring, Flexor		02/04/2022	95.14
796 - Interstate Battery System of Bloomington, INC	17 - (7)31-MHD, (1) MTP-48/H6, (3) MTP-65HD Batteries		02/04/2022	1,108.01
796 - Interstate Battery System of Bloomington, INC	17 - MT-26R, DRY0070, DRY0075, DRY0085 batteries		02/04/2022	129.19



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796 - Interstate Battery System of Bloomington, INC	17 - MTX-65 battery for vehicles and equipment	02/04/2022	145.65
796 - Interstate Battery System of Bloomington, INC	17 -31-MHD. (3) MTP-65HD, SP-30 batteries vehicles and equipment	02/04/2022	423.48
4693 - Monroe County Tire & Supply, INC	17 - (4) Yokohama GEO LT265/70R17 tires + tire fee	02/04/2022	881.00
53385 - O'Reilly Automotive Stores, INC	17-#885WIX Hydraulic filter	02/04/2022	34.91
53385 - O'Reilly Automotive Stores, INC	17- #253 water pump	02/04/2022	213.34
16069 - Palmer Trucks, INC	17-#774 brake valve	02/04/2022	216.75
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - Tool kit&Toolbox, compressor®ulator, various parts-DEC21	02/04/2022	17,907.13
54351 - Sternberg, INC	17- #395- CAP -12/14/21	02/04/2022	41.91
54351 - Sternberg, INC	17- #429-pipe kits-12/20/21	02/04/2022	666.25
54351 - Sternberg, INC	17-#429-cooler kit-12/16/21	02/04/2022	1,718.73
54351 - Sternberg, INC	17-#428-pipe kit-12/15/21	02/04/2022	666.25
2096 - West Side Tractor Sales CO.	17- #866 manifold	02/04/2022	48.67
2096 - West Side Tractor Sales CO.	17- #866 fuel filter Element	02/04/2022	10.68
2096 - West Side Tractor Sales CO.	17- # 735 sensor	02/04/2022	180.09
Account 52320 - Motor Vehicle Repair Totals		Invoice 28 Transactions	<hr/> \$27,028.03
Account 52420 - Other Supplies			
8181 - Lawson Products, INC	17 - various amp fuses and 20 5/8" drill bits,(30)7/8"drill bits	02/04/2022	244.60
8181 - Lawson Products, INC	17 - various nuts, wires , washers, paint hsp, Screws	02/04/2022	425.35



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476 - Southern Indiana Parts, INC (Napa Auto Parts)

17 - Tool kit&Toolbox, compressor®ulator, various parts-DEC21	02/04/2022	6,706.51
Account 52420 - Other Supplies Totals	Invoice 3 Transactions	<hr/> \$7,376.46

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC

17- Blanket for Exterminator Service @ Fleet	BC 2021-108	02/04/2022	95.00
Account 53140 - Exterminator Services Totals	Invoice 1 Transactions	<hr/> \$95.00	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 12/12/21-1/11/22- #287289748780X01192022	02/04/2022	41.72
Account 53210 - Telephone Totals	Invoice 1 Transactions	<hr/> \$41.72

Account **53620 - Motor Repairs**

244 - Bloomington Ford, INC

17 - #833 OSL parts and service, & Labor	02/04/2022	722.50
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4044 - Industrial Hydraulics, INC

17 - 670 cylinder repair	02/04/2022	875.27
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4044 - Industrial Hydraulics, INC

17 - 670 cylinder repair	02/04/2022	875.27
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Account 53620 - Motor Repairs Totals	Invoice 3 Transactions	<hr/> \$2,473.04
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Program 170000 - Main Totals	Invoice 43 Transactions	<hr/> \$106,260.17
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Department 17 - Fleet Maintenance Totals	Invoice 43 Transactions	<hr/> \$106,260.17
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Fund 802 - Fleet Maintenance(S9500) Totals	Invoice 43 Transactions	<hr/> \$106,260.17
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Fund **804 - Insurance Voluntary Trust**

Department **12 - Human Resources**



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Program **120000 - Main**

Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-City URM	01/24/2022	903.72
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/24/2022	70.97
17785 - The Howard E. Nyhart Company, INC	12-City URM	01/24/2022	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/26/2022	553.85
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/27/2022	128.45

Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice 5	\$1,681.99
	Transactions	

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/24/2022	35.42
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/26/2022	13.21
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/27/2022	451.38

Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice 3	\$500.01
	Transactions	

Account **53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	01/27/2022	20,959.36
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Account 53990.1283 - Other Services and Charges Health Savings Account Totals	Invoice 1	\$20,959.36
	Transactions	

Program 120000 - Main Totals	Invoice 9	\$23,141.36
	Transactions	

Department 12 - Human Resources Totals	Invoice 9	\$23,141.36
	Transactions	



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Fund 804 - Insurance Voluntary Trust Totals	Invoice 9	\$23,141.36
	Transactions	
Grand Totals	Invoice 289	\$697,439.94
	Transactions	

REGISTER OF CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
02/04/22	Claims				\$697,439.94

\$697,439.94

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$697,439.94

Dated this 1st day of February year of 2022.

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Elizabeth Karon, Secretary

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

Fiscal Office _____