

# **Board of Public Works Meeting**

## **April 12, 2022**



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

Public comments and questions will be encouraged via Zoom or [bloomington.in.gov](http://bloomington.in.gov) rather than in person

**AGENDA**  
**BOARD OF PUBLIC WORKS**  
**April 12, 2022**

A Regular Meeting of the Board of Public Work will be held Tuesday, April 12, 2022 at 5:30 p.m. in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link:

<https://bloomington.zoom.us/j/88628304032?pwd=ck4vdXpvTHZmemxsMXRvZXR5L2Fmdz09>

Meeting ID: 886 2830 4032 Passcode: 851564

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

Comments and questions will be encouraged via Zoom or [bloomington.in.gov](http://bloomington.in.gov) rather than in person.

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS & REMONSTRANCES**

1. Resolution 2022-11; Appeal Unsafe Order to Repair, 400 W. 7<sup>th</sup> Street

**III. TITLE VI ENFORCEMENT**

1. Abatement at 1520 S. Woodruff Lane

**IV. CONSENT AGENDA**

1. Approval of Minutes March 15 , 2022
2. Noise Permit; Beyond the Diagnosis: HIV Visibility Walk
3. Noise Permit; TD's CDs and LPs Picnic
4. Resolution 2022-16; Indiana Jacobs School of Music Summer Concerts
5. Resolution 2022-18; New Mobile Vendor in Public Right-of-Way; Bloom Burger
6. Blue Ridge Neighborhood Block Party
7. 2022 Contract Renewal for Abatement Services with Chris Underwood d/b/a 4U Lawn and Landscape
8. 2022 Contract for Abatement Services with Jeremy Inman d/b/a Inman Property Services
9. Resolution 2022-12; Declaration of Surplus Property from BPD
10. Outdoor Lighting Service Agreement with Duke Energy for Buttonwood Lane
11. 2022 KONE Contract for Elevator Services
12. Contract with Bluestone Tree, Inc. for Dead Tree and Undergrowth Removal at Animal Care & Control
13. Approval of Payroll

**V. NEW BUSINESS**

1. Award Contract for 17<sup>th</sup> Street Multiuse Path Project- East to Milestone Contractors, L.P.
2. Lane Closure Request from the Standard on N. Walnut St. and E. 14<sup>th</sup> St.
3. Right-of-Way Request from Carmel Construction for Dumpster Placement (April 13, 2022 – May 30, 2022)
4. Right-of-Way Vacation Request for Alleys between W. 10<sup>th</sup> Street, W. Cottage Grove Ave., and N. Monroe Street
5. Resolution 2022-13; Summer Solstice Celebration
6. Resolution 2022-14; Cinco De Mayo Food Truck Fest
7. Resolution 2022-15; Granfalloon Mainstage Concert & Bloomington Handmade Market

**VI. STAFF REPORTS & OTHER BUSINESS**

**VII. APPROVAL OF CLAIMS**

**VIII. ADJOURNMENT**

Auxiliary aids for people with disabilities are available upon request with adequate notice.

Please call 812-349-3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov).

# Staff Report

**To: Board of Public Works**

**From: Jo Stong & Daniel Dixon**

**Date: April 12, 2022**

**Re: Request to abate property at 1520 S. Woodruff Lane, Bloomington, IN**

---

## **Attachments:**

1. Notices of Violation Issued January 12, January 21, March 22, and March 25, 2022.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

## **Facts:**

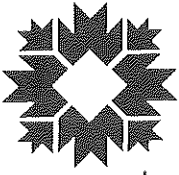
1. Bloomington Municipal Code § 6.06.020 makes it unlawful for “any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
3. On January 12, January 21, March 22, and March 25, 2022, a Neighborhood Compliance Officer inspected the property located at 1520 S. Woodruff Lane, Bloomington, IN (Hereinafter the “Property”) and issued Notice(s) of Violation for garbage, rubbish, and trash in violation of BMC § 6.06.020 and excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
4. The NOV were issued to Helen Kirk & John Schnitzer (Hereinafter the “Owner”) because they are the Owner of the Property which is in violation of BMC §§ 6.06.020 and 6.06.050 in that it contains garbage, rubbish, trash, or other refuse and grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
5. The violations have not been corrected and the NOV were not appealed.
6. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
7. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).

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

The Property remains out of compliance. Garbage, trash, and rubbish remain scattered throughout the Property and the Property remains overgrown. The property needs to be abated to eliminate the violation and public nuisance.

## **Staff Recommendation:**

Staff recommends that the property be abated as soon as reasonably possible.



# Notice of Violation

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

Date Wed 1.12.22 Time 10:49A Address/location 1520 S. Woodruff Ln 47401  
Issued by: 230

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

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

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

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

Fine Due:  \$50  \$100  \$150  Warning (No fine due at this time) Ticket# 50112

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

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

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

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

Comments: ~~Bring containers in on collection day~~  
- Remove elec. chair & all scattered trash including cardboard boxes from property. Trash can in driveway full

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

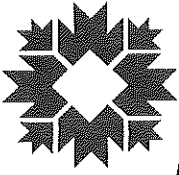
Owner Name JOHN SCHNITZER  
Address 1520 S. WOODRUFF LN  
City BLOOMINGTON State IN  
Zip Code 47401

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

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

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





# Notice of Violation

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

Date 1.21.2022 Time 11:09 A Address/location 1520 S. Woodruff Lane  
Issued by: 230 47401

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

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

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

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

Fine Due:  \$50  \$100  \$150       Warning (No fine due at this time)      Ticket# 50153

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

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

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

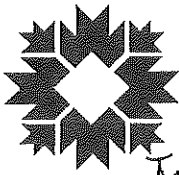
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Remove all scattered & accumulated trash & recycling from property. Trash in driveway, side yard (N), boxes, etc. All must be removed.

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

Owner Name JOHN SCHWITZER & KIRK <sup>HELEN</sup>  
Address 1520 S. WOODRUFF LANE  
City BLOOMINGTON State IN  
Zip Code 47401

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



# Notice of Violation

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

Date 3-22-22 Time 10:15 A Address/location 1520 S. Woodruff Ln  
 Issued by: 230 47401

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

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

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

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

Fine Due: \$50   \$100   \$150    Warning (No fine due at this time)      Ticket# 50536

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

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

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

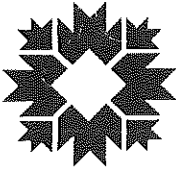
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Remove all scattered & accumulated trash from property

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

Owner Name HELEN KIRK + JOHN SCHNITZER  
 Address 1520 S. WOODRUFF LN  
 City BLOOMINGTON State IN  
 Zip Code 47401

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



# Notice of Violation

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

Date 3-25-22 <sup>PP1</sup> Time 9:35 A Address/location 1520 S Woodruff  
47401

Issued by: 230

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

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

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

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

Fine Due: \$50   \$100   \$150    Warning (No fine due at this time)      Ticket# 50569

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

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

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

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

Comments: Received complaints about this address. Tickets will be issued daily until property is in compliance or until it is taken to the Board of Public Works.

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

Owner Name Helen Kirk & John Schmitzer  
Address 1520 S. Woodruff Lane  
City Bton State \_\_\_\_\_  
Zip Code 47401

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

BPW: April 12 2020

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



City of Bloomington  
Housing and Neighborhood Development

**NOTICE OF REQUEST FOR ABATEMENT**

To: Kirk, Helen R; Schnitzer, John (“Property Owner”)

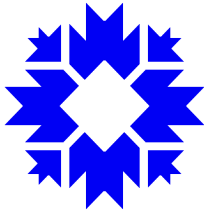
The City of Bloomington Housing and Neighborhood Development (“HAND”) Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **1520 S Woodruff Lane** Bloomington, In 47401, under parcel number 53-08-11-204-021.000-009 and whose legal description is 015-48320-00 BITTNER WOODS LOT 2 & Pt (0.016 acre) Lot 3 (Hereinafter the “Property”).

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday April 12 via ZOOM meetings and in person in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.**

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

**Fines are not appealed at this meeting**



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

On January 12, January 21, March 22 and March 25, 2022 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 1520 S. Woodruff Lane. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

<u>BPW Meeting Date:</u>	April 12, 2022
<u>Property Owner:</u>	Helen Kirk & John Schnitzer
<u>Address:</u>	1520 S. Woodruff Lane
<u>Is this a rental?</u>	No
<u>Agent:</u>	N/A
<u>Address:</u>	N/A
<u>Parcel Number:</u>	parcel #53-08-11-204-021.000-009
<u>Legal Description:</u>	legal description 015-48320-00 BITTNER WOODS LOT 2 & Pt (0.016 acre) Lot 3



# Monroe County, IN

1520 S Woodruff LN, Bloomington, IN 47401-4446  
53-08-11-204-021.000-009



## Parcel Information

**Parcel Number:** 53-08-11-204-021.000-009  
**Alt Parcel Number:** 015-48320-00  
**Property Address:** 1520 S Woodruff LN  
Bloomington, IN 47401-4446  
**Neighborhood:** Bittner Woods - A  
**Property Class:** 1 Family Dwell - Platted Lot  
**Owner Name:** Kirk, Helen R; Schnitzer, John  
**Owner Address:** 1520 S Woodruff Lane  
Bloomington, IN 47401  
**Legal Description:** 015-48320-00 BITTNER WOODS LOT 2 &  
Pt (0.016 acre) Lot 3

## Taxing District

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

## Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.526	

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

This matter is before the Board of Public Works for Abatement of Notice of Violations issued January 12, January 21, March 22, and March 25, 2022, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, April 12, 2022.

The Board of Public Works now finds as follows:

1. Helen Kirk & John Schnitzer (Hereinafter the "Owner") own the real estate located at 1520 S. Woodruff Lane, Bloomington, Indiana under parcel number 53-08-11-204-021.000-009 and whose legal description 015-48320-00 BITTNER WOODS LOT 2 & Pt (0.016 acre) Lot 3 (Hereinafter the "Property")
2. On January 12, January 21, March 22, and March 25, 2022, A City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020 and excessive growth in violation of BMC § 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, recyclable materials and yard and eliminate overgrown weeds, grass, or noxious plants waste as the foregoing terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
5. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

**So Ordered this 12th Day of April, 2022.**

---

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



The Board of Public Works meeting was held on Tuesday, March 29, 2022 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard  
Beth H. Hollingsworth  
Elizabeth Karon

**ROLL CALL**

City Staff: Adam Wason -- Public Works

Beth Hollingsworth thanked the crews for all of their work they do every week.

**MESSAGES FROM BOARD MEMBERS**

None.

**PETITIONS & REMONSTRANCES**

1. Approval of Minutes March 15, 2022
2. Resolution 2022-04; Hoosier Half Marathon and 5k
3. Resolution 2022-10; The Combine in Trades District
4. 2022 KONE Service Agreement
5. Revised 2022 Cummins, Inc. Service Agreement for Preventative Maintenance of Public Works Generators
6. 2022 EarthKeepers, Inc. Service Agreement
7. Approval of Payroll

**CONSENT AGENDA**

**Board Comments:**

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.

Adam Wason, Public Works, presented Amendment #1 to Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the 6<sup>th</sup>-Morton Alley Improvements Project for Neil Kopper, Engineering. See meeting packet for details.

**Board Comments:** None

**NEW BUSINESS**  
**Amendment #1 to Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the 6<sup>th</sup>-Morton Alley Improvements Project**

Hollingsworth made a motion to approve Amendment #1 to Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the 6<sup>th</sup>-Morton Alley Improvements Project. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Adam Wason, Public Works, presented Contract with HFI for City Hall Central Plant Controls Upgrade for J.D. Boruff, Public Works. See meeting packet for details.

**Board Comments:** Cox Deckard asked if HFI was approved as the Sole Source because they are already the service provider. Wason confirmed.

Hollingsworth made a motion to approve Contract with HFI for City Hall Central Plant Controls Upgrade. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Wason stated we are now in yard waste season as well as construction season. He reminded the general public to be mindful of all of those who are out making the improvements to our City. Hollingsworth asked about the Kirkwood closures for the restaurants. Wason answered that the closures began March 21<sup>st</sup>.

Hollingsworth made a motion to approve claims in the amount of \$696,082.30. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Cox Deckard called for adjournment at 5:41 p.m.

Accepted By:

---

Kyla Cox Deckard, President

---

Beth H. Hollingsworth, Vice-President

---

Elizabeth Karon, Secretary

Date:

Attest to:

**Contract with HFI for City Hall Central Plant Controls Upgrade**

**STAFF REPORTS AND OTHER BUSINESS**

**CLAIMS**

**ADJOURNMENT**



## Board of Public Works Staff Report

---

**Project/Event:** Beyond the Diagnosis: HIV Visibility Walk

**Petitioner/Representative:** Community AIDS Action Group of South Central Indiana

**Staff Representative:** April Rosenberger

**Meeting Date:** April 12, 2022

**Event Date:** Friday, April 29, 2022

---

Beyond The Diagnosis: HIV Visibility Walk is celebration and fundraiser for people living with HIV.

A live band will be added as entertainment for the event. People will come to the event, register for the Walk, enjoy festival activities like the live bands and games before a short Walk. The top fundraisers will be announced during the event. .









## Board of Public Works Staff Report

---

**Project/Event:** TD's CDs and LPs Picnic

**Petitioner/Representative:** Wilbur Bewley

**Staff Representative:** April Rosenberger

**Meeting Date:** April 12, 2022

**Event Date:** Thursday, April 14, 2022

---

TD's CDs and LPs is hosting a picnic as a customer appreciation event from 3 p.m. to 8 p.m on Thursday, April 14, 2022.

DJs will feature records from the shop and from their personal collections for entertainment during the picnic. .



## NOISE PERMIT

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

### Application and Permit Information

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

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

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

### Event and Noise Information

Name of Event:	TD'S CD'S & LP'S PICNIC			
Location of Event:	Lower Cascades (west shelter)			
Date of Event:	4/14/22	Time of Event:	Start: 3	
Calendar Day of Week:	THURSDAY		End: 8	
Description of Event:	A picnic and cookout with deejays featuring records from the shop and their personal collections. All are welcome, it is a customer appreciation event.			
Source of Noise:	Live Band no	Instrument Some acoustic	Loudspeaker no	Will Noise be Amplified? Yes
Is this a Charity Event?	No	If Yes, to Benefit:		

### Applicant Information

Name:	Wilbur Bewley		
Organization:	TD's CD's & LP's	Title:	owner
Physical Address:	322 east Kirkwood Avenue 47408 Basement Suite		
Email Address:	<a href="mailto:moonstonesllc@gmail.com">moonstonesllc@gmail.com</a>	Phone Number:	812-325-0323
Signature:	<i>Wilbur Bewley</i>	Date:	4/7/22



**FOR CITY OF BLOOMINGTON USE ONLY**

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

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



## Board of Public Works Staff Report

---

**Project/Event:** Indiana University Summer Concert Band

**Petitioner/Representative:** IU Jacobs School of Music

**Staff Representative:** April Rosenberger

**Meeting Date:** April 12, 2022

**Event Date:** Wednesdays, June 29, 2022 and July 6, 2022

---

The Indiana University Summer Concert Band performs two concerts each June/July in an outdoor setting on the lawn of the Musical Arts Center.

The band performs a variety of works including light concert overtures, marches, Broadway tunes, and movie music. One of the major instrumental ensembles in the summer, the band is a fully instrumented symphonic band, attracting some of the finest wind and percussion students in the Jacobs School of Music.

This very popular group attracts hundreds of people for every concert and features a number of faculty and outstanding student soloists.



**JOHN HAMILTON  
MAYOR**

**CITY OF BLOOMINGTON**

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

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

ESD 812.349.3418  
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington  
Department of Economic and Sustainable Development



## SPECIAL EVENT APPLICATION

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

### 1. Applicant Information

Contact Name:	Claire Tafoya, Rodney Dorsey, Jason Nam		
Contact Phone:	812-855-1372	Mobile Phone:	812-360-8371
Title/Position:	Assistant Administrator, Dept of Bands, IU Jacobs School of Music		
Organization:	IU Jacobs School of Music		
Address:	200 S Eagleson Av		
City, State, Zip:	Bloomington, IN 47405		
Contact E-Mail Address:	ctafoya@iu.edu		
Organization E-Mail and URL:	iubands@indiana.edu www.music.indiana.edu		
Org Phone No:	812-855-1372	Fax No:	812-856-4207

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

Organization Name:	IU Facilities Operations		
Address:	2901 E Discovery Pkwy		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	phypltbl@indiana.edu		
Phone Number:	812-855-8728	Mobile Phone:	
Organization Name:	Indiana University Office of the Vice President and General Counsel		
Address:	107 S Indiana Av, Bryan Hall		
City, State, Zip:	Bloomington, IN 47405		
E-Mail Address:	vpgc@indiana.edu		
Phone Number:	812-855-9739	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	June 29 and July 6, 2022		
Time of Event:	Date: 6/29/22	Start: 6:50pm	Date: 6/29/22 End: 8:10pm
Setup/Teardown time Needed	Date: 7/6/22	Start: 6:50pm	Date: 7/6/22 End: 8:10pm
Calendar Day of Week:	Wednesday		
Description of Event:	<p>The Indiana University Summer Concert Band performs two concerts each June/July in an outdoor setting on the lawn in front of the Musical Arts Center. This very popular group attracts hundreds of people for every concert and features a number of faculty and outstanding student soloists.</p> <p>The band performs a variety of works including light concert overtures, marches, Broadway tunes, and movie music. One of the major instrumental ensembles in the summer, the band is a fully instrumented symphonic band, attracting some of the finest wind and percussion students in the Jacobs School of Music.</p>		
List of Street Closures (If applicable)	Eagleson Avenue, from Jones St to just south of the parking garage (so people can still turn into the garage entrance)		
Expected Number of Participants:	300	Expected # of vehicles (Use of Parking Spaces to close): people park in the parking garage.	

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

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

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

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

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

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

## 6. CHECKLIST

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

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

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



# Waste and Recycling Management Plan Template

Event name: IU Summer Concert Band  
Number of expected attendees: 300  
Number of food vendors: 0  
Number of other vendors: 0

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

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

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

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

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

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

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

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

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

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

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

## EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for IU Jacobs School of Music Summer Concert Band.

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

The proposal for \_\_\_\_\_ will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

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

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Claire Tafoya, representing the IU Jacobs School of Music Dept. of Bands  
DATE: 3/22/2022

<b><u>Contact Information- Other</u></b>			
	<b><u>Location</u></b>	<b><u>Contact</u></b>	<b><u>Phone Number</u></b>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Travis Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works	(812) 349-3411
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 <sup>rd</sup> Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546
Department of Homeland Security		Mike Anderson	(317) 409-9510

**From:** [IU Bands](#)  
**To:** [Eli McCormick](#)  
**Subject:** RE: [External] Eagelson Closure  
**Date:** Tuesday, March 22, 2022 11:32:00 AM  
**Attachments:** [image001.png](#)

---

Thank you, Eli!

I would like to follow up my voice mail and put this notification in writing as evidence for our request to the City of Bloomington. We are requesting the following:

The IU Jacobs School of Music Band Department will be giving a free outdoor band concert on June 29 and July 6 from 7-8pm. It will take place on the front lawn of the Musical Arts Center at 101 N Eagleson Avenue.

We plan to close Eagleson Avenue to all traffic between Jones Avenue and the Eagleson Avenue Parking

Garage driveway from 6:50-8:10pm that evening.

Thanks,

**Claire Tafoya** (she/her)

Asst. Administrator

[IU Department of Bands](#)

Simon Music Center M153

812-855-1372



**JACOBS SCHOOL OF MUSIC**  
Bloomington

---

**From:** Eli McCormick <mccormie@bloomingtontransit.com>  
**Sent:** Tuesday, March 22, 2022 11:22 AM  
**To:** IU Bands <iubands@indiana.edu>  
**Subject:** [External] Eagelson Closure

This message was sent from a non-IU address. Please exercise caution when clicking links or opening attachments from external sources.

Claire,

Thank you for thinking of us and giving us a heads up!

You may email me on such matters.

Good luck with the events,

Eli

--

Eli McCormick

Customer Service Manager / BTAcess Manager

Bloomington Public Transportation Corporation

130 W Grimes Ln  
Bloomington, IN 47403  
812.961.0521

**From:** [mmsnoreply-l@list.indiana.edu](mailto:mmsnoreply-l@list.indiana.edu)  
**To:** [Tafoya, Claire](#)  
**Subject:** Work Order: 3582232  
**Date:** Tuesday, March 22, 2022 12:30:08 PM

---

TO: CLAIRE TAFOYA  
FROM: Bloomington Facility Operations

!!!! DO NOT REPLY TO THIS EMAIL MESSAGE !!!!

Send email to [facops@indiana.edu](mailto:facops@indiana.edu) or call 855-8728 for assistance.  
For EMERGENCIES, please call 855-8728.

YOUR REQUEST HAS BEEN RECEIVED AND ENTERED FOR SCHEDULING.

Please take a moment to verify that the information below is correct. If any information is incorrect please let us know. Your Building Representative may also receive a copy of this message.

Work Description: WED 6/29 AND 7/6 OUTDOOR BAND CONCERTS AT 7:00 PM (WEATHER PERMITTING); SEE EXTRA DESCRIPTION DELIVER 300 (OR MORE IF AVAILABLE) CHAIRS, **2 WASTE RECEPTACLES, 2 RECYCLING RECEPTACLES**, & 12 STREET BARRICADES. ON JUNE 29 AND JULY 6 (SET UP BEFORE 6:15 PM): MOVE RISERS, SET UP RECEPTACLES, BARRICADES AND CHAIRS BEFORE CONCERT. TEAR DOWN CHAIRS AFTER CONCERT. CHAIR DELIVERY/SET-UP: SET UP 55 OF THE CHAIRS IN THE DRIVE, DIRECTLY IN FRONT OF THE MAIN ENTRANCE AND THE REST ON THE LAWN FACING THE MAC FOR AUDIENCE SEATING. WILL ALSO NEED ASSISTANCE IN MOVING A SET OF RISERS FROM THE MAC TO THE DRIVE. BARRICADE DELIVERY LOCATIONS: 4 JUST NORTH OF THE JONES ST/EAGLESON AV INTERSECTION. 4 AT THE TOP OF THE EAGLESON TRAFFIC CIRCLE. 4 AT THE BOTTOM OF THE DRIVEWAY BETWEEN MAC AND SIMON SET UP BARRICADES AND **WASTE AND RECYCLING RECEPTACLES BEFORE 6:15. RECEPTACLES GO ON EITHER SIDE OF THE AUDIENCE SEATING AREA.** SET-UP BEGINS AT 6:00 PM FOR CONCERT THAT STARTS AT 7:00 AND ENDS AT APPROXIMATELY 8:00. TEAR DOWN CHAIRS AFTER THE CONCERTS. TAKE BACK THE BARRICADES ON JULY 7.

Work Order #: 3582232  
Category: B-PW-STN  
Current Status: 10-ENTERED

Contact: CLAIRE TAFOYA  
Phone: 5-1372  
Facility: SITE  
Building: BL000A

Date request was entered: 3/22/22  
Person who entered this request: SWANBN

Need additional Facility Operations services? Please visit our web page at <https://facilityoperations.indiana.edu/submit-request/index.html>. If we can help you in any way, or if you have questions, please let us know. Thanks again.

Sincerely,

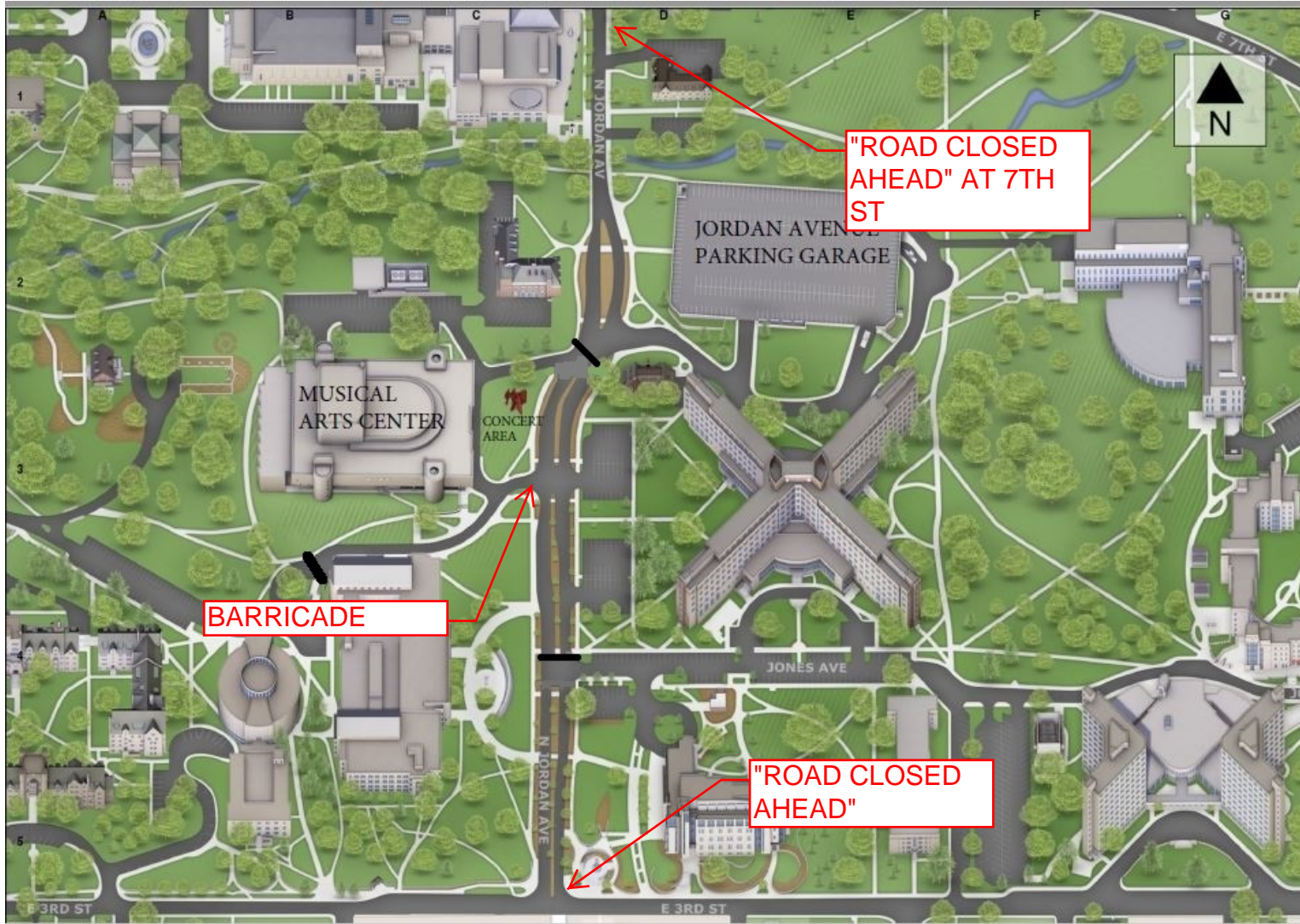
The Staff of Indiana University Bloomington Facility Operations

facops@indiana.edu  
812-855-8728

Link To AiM

[https://mmsprd.iu.edu/mms/screen/WO\\_VIEW?proposal=3582232](https://mmsprd.iu.edu/mms/screen/WO_VIEW?proposal=3582232)





On Wednesday, June 29 and July 6 from 6:50-8:10 p.m., we wish to close Eagleson Avenue to all traffic, with 4 barricades on the north side of Jones Avenue, and 4 barricades on the south side of the driveway leading to the Eagleson Avenue Parking Garage. Black lines indicate barricaded area.

Barricades are provided by IU.

IU Police will direct traffic at each end of the closure.



**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2022-16**

Indiana University Jacobs School of Music  
Outdoor Summer Band Concerts

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

WHEREAS, Indiana University Jacobs School of Music plans to conduct two outdoor concerts in front of the School of Music located on Eagleson Avenue which will be free and open to the general public, and

WHEREAS, the Indiana University Jacobs School of Music is requesting permission from the City of Bloomington to close a section of Eagleson Avenue adjacent to the Music School during the performances to cut down on vehicular noise; and

WHEREAS, Indiana University has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works and any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof:

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington Board of Public Works declares that Eagleson Avenue from Jones Street to just South of the Parking Garage, shall be temporarily closed to motor vehicles from 6:50 p.m. until 8:10 p.m. on Wednesday, June 29, 2022 and July 06, 2022 for the purpose of staging concerts, under the following provisions:

1. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
2. Indiana University Jacobs School of Music agrees to be responsible for placing barricades to close the street, not before 6:50 p.m., and to be removed by 8:10 p.m., Wednesdays, June 29, and July 06, 2022. Barricades are not provided by Public Works, but must be approved by the City of Bloomington Engineering Department for type and placement.
3. Indiana University Jacobs School of Music shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).

RESOLUTION 2022-16

4. That \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
  
5. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS 12th DAY OF APRIL, 2022.

BOARD OF PUBLIC WORKS

INDIANA UNIVERSITY SCHOOL  
JACOBS SCHOOL OF MUSIC

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

Signature

\_\_\_\_\_  
Beth H. Hollingsworth, Vice President

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

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

**RELEASE, HOLD HARMLESS  
AND  
INDEMNIFICATION AGREEMENT**

WHEREAS, IU JACOBS SCHOOL OF MUSIC, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically Eagleson from Jones Street to just south of the parking garage, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring arts events on RELEASEE's property with set up beginning at 6:50 p.m., teardown ending by 8:40 p.m. on Wednesday, June 29, 2022 and Wednesday, July 06, 2022; and

WHEREAS, the RELEASEE wishes to cooperate in said endeavor by allowing such activities to be conducted upon its property;

NOW, THEREFORE, in consideration for the use of the property of RELEASEE for said purposes, the RELEASOR and its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the RELEASEE, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the RELEASEE, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

RELEASOR expressly agrees that the foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

THE PARTIES, INTENDING TO BE BOUND, have executed this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

**RELEASOR**

**IU Jacobs School of Music**

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

\_\_\_\_\_  
Date

**RELEASEE**

**Board of Public Works**

\_\_\_\_\_  
Board of Public Works Officer

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

---

**Project/Event:** Mobile Vendor in Right of Way – Resolution 2021-18  
**Petitioner/Representative:** Hallie Baumann, Owner of BLOOM BURGER  
**Staff Representative:** Jane Kupersmith  
**Meeting Date:** 04/12/22

---

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

The business will operate from a food truck selling drinks and food prepared on site.

This application is for one year.

---

Jane Kupersmith



## MOBILE VENDOR LICENSE APPLICATION

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

CITY OF BLOOMINGTON

### 1. License Length and Fee Application

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

### 2. Applicant Information

Name:	Hallie Baumann	
Title/Position:	Owner	
Date of Birth:	7/26/1992	
Address:	1254 S College Mall Rd, C-7	
City, State, Zip:	Bloomington, IN 47401	
E-Mail Address:	info@blcoomburgertruck.com	
Phone Number:	(812) 269-6049	Mobile Phone: (913) 593-1307

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

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.		
Name:		
Address:		
City, State, Zip:		
E-Mail Address:		
Phone Number:	Mobile Phone:	



#### 4. Company Information

Name of Employer:	Bloom Burger				
Address of Employer:	1254 S College Mall Rd, C-7				
City, State, Zip:	Bloomington, IN 47401				
Employment Start Date:	4/2022	End Date (If known):			
Phone Number:	(812) 269-6049				
Website / Email:	www.bloomburgertruck.com		info@bloomburgertruck.com		
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

#### 5. Company Officer Information

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

Name	Address
Hallie Baumann	1254 S College Mall Rd, C-7 Bloomington, IN 47401

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

Date of incorporation or organization:	12/7/2021
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:		11am - 8pm
Place or places where you will conduct business (If private property, attach written permission from property owner):		Fifth Third Bank 3900 E 3rd St Bloomington, IN 47401
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.		Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details		

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

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

**For City Of Bloomington Use Only**

Date Received:	Received By:	Date Approved:	Approved By:
----------------	--------------	----------------	--------------

**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

### **Standard of Conduct Agreement**

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

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

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

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

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

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

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

Vendor: Bloom Burger

Name: Hallie Baumann

Signature: Hallie Baumann

Date: 3-26-2022



**John Hamilton**  
**Mayor**  
CITY OF BLOOMINGTON

401 N. Morton St Suite 130  
P.O. Box 100  
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418  
f. 812.349.3520

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

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

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

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

Hallie Baumann

Name, Printed

Hallie Baumann

Signature

3-26-2022

Date Release Signed



**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

### **Prohibited Location Agreement**

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

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

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

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

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

Vendor: Bloom Burger

Name: Hallie Baumann

Signature: Hali Ba

Date: 3-22-2022



**CITY OF BLOOMINGTON**  
**MOBILE VENDOR INSPECTION CHECK SHEET**

COMPANY PERFORMING INSPECTION Kens Westside  
INSPECTOR'S NAME Mike Diamond INSPECTOR'S PHONE # 317-640-1316  
DATE OF INSPECTION 3-23-2022  
TAXICAB COMPANY \_\_\_\_\_  
VEHICLE YEAR 2007 MAKE Freightliner MODEL MT 45  
VIN 4UZAAPDH07CY23445

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

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

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



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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Inspector Signature WJ

Date: 3-23-2022

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

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

# Pre-Engineered Restaurant Fire Suppression Systems Report

SERVICE COMPANY



**Alpha Fire Equipment Corp.**  
 7346 NW 8 Street, Miami, FL 33126  
 Tel 305.278.3480  
 alphafirecorp@hotmail.com  
 LIC# 95463500012002

DATE OF SERVICE <b>Feb. 21, 22</b>		TIME <b>9:45</b>		<input checked="" type="checkbox"/> A.M.	<input type="checkbox"/> P.M.
ANNUAL <input checked="" type="checkbox"/>	SEMI-ANNUAL <input type="checkbox"/>	RECHARGE <input type="checkbox"/>	INSTALLATION <input type="checkbox"/>	RENOVATION <input type="checkbox"/>	
LOCATION OF SYSTEM CYLINDERS <b>SIDE KITCHEN AREA</b>					UL 300 <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MANUFACTURER <b>ANSUL</b>	MODEL NUMBER <b>R-102</b>	WET <input checked="" type="checkbox"/>	DRY CHEMICAL <input type="checkbox"/>		
CYLINDER SIZE MASTER <b>3 Q.</b>	CYLINDER SIZE SLAVE <b>N/A</b>	CYLINDER SIZE SLAVE <b>N/A</b>			
FUSE LINKS 360° F. <input checked="" type="checkbox"/>	FUSE LINKS 450° F. <input checked="" type="checkbox"/>	FUSE LINKS 500° F. <b>N/A</b>	OTHER <b>N/A</b>		
FUEL SHUT-OFF <input checked="" type="checkbox"/>	ELECTRIC <b>N/A</b>	GAS <input checked="" type="checkbox"/>	SIZE <b>3/4 (P)</b>		
SERIAL NUMBER <b>S-4182845</b>	LAST HYDRO TEST DATE <b>2021</b>		LAST RECHARGE DATE <b>2021</b>		
MANUFACTURER'S MANUAL REFERENCE					
PAGE NUMBER: <b>-</b>	DRAWING NUMBER: <b>-</b>		DATE: <b>-</b>		

CUSTOMER

Name **Bloom Burger**  
 Address **1254 S College Mall Rd C-7**  
 City **Bloomington** State **IN** ZIP **47401**  
 Telephone **913 593 1307** Store No. **7/a**  
 Owner or Manager **Hallie Boumann**

**COOKING APPLIANCE LOCATIONS: LEFT TO RIGHT**

<b>Fryer</b>	<b>Fryer</b>	<b>Range (2)</b>	<b>Griddle (48")</b>
--------------	--------------	------------------	----------------------

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. All appliances properly covered w/correct nozzles <input checked="" type="checkbox"/></li> <li>2. Duct and plenum covered w/correct nozzles <input checked="" type="checkbox"/></li> <li>3. Check positioning of all nozzles. <input checked="" type="checkbox"/></li> <li>4. System installed in accordance w/MFG UL listing <input checked="" type="checkbox"/></li> <li>5. Hood/duct penetrations sealed w/weld or UL device <input checked="" type="checkbox"/></li> <li>6. Check if seals intact, evidence of tampering <input checked="" type="checkbox"/></li> <li>7. If system has been discharged, report same <input checked="" type="checkbox"/></li> <li>8. Pressure gauge in proper range (If gauged) <input checked="" type="checkbox"/></li> <li>9. Check cartridge weight (If applicable) <input checked="" type="checkbox"/></li> <li>10. Hydrostatic test date <input checked="" type="checkbox"/></li> <li>11. 6 year maintenance date <input checked="" type="checkbox"/></li> <li>12. Inspect cylinder and mount <input checked="" type="checkbox"/></li> <li>13. Operate system from terminal link <input checked="" type="checkbox"/></li> <li>14. Test for proper operation from remote <input checked="" type="checkbox"/></li> <li>15. Check operation of micro switch <input checked="" type="checkbox"/></li> <li>16. Check operation of gas valve <input checked="" type="checkbox"/></li> <li>17. Clean nozzles <input checked="" type="checkbox"/></li> <li>18. Proper nozzle covers in place <input checked="" type="checkbox"/></li> <li>19. Check fuse links and clean <input checked="" type="checkbox"/></li> </ol> | <ol style="list-style-type: none"> <li>20. Replaced fuse links <input checked="" type="checkbox"/></li> <li>21. Check travel of cable nuts/S-hooks <input checked="" type="checkbox"/></li> <li>22. Piping &amp; conduit securely bracketed <input checked="" type="checkbox"/></li> <li>23. Proper separation between fryers &amp; flame <input checked="" type="checkbox"/></li> <li>24. Proper clearance-flame to filters <input checked="" type="checkbox"/></li> <li>25. Exhaust fan in operating order <input checked="" type="checkbox"/></li> <li>26. All filters in place <input checked="" type="checkbox"/></li> <li>27. Fuel shut-off in on position <input checked="" type="checkbox"/></li> <li>28. Manual &amp; remote set/seals in place <input checked="" type="checkbox"/></li> <li>29. Replace systems covers <input checked="" type="checkbox"/></li> <li>30. System operational &amp; seals in place <input checked="" type="checkbox"/></li> <li>31. Slave system operational <input checked="" type="checkbox"/></li> <li>32. Clean cylinder &amp; mount <input checked="" type="checkbox"/></li> <li>33. Fan warning sign on hood <input checked="" type="checkbox"/></li> <li>34. Personnel instructed in manual operation of system <input checked="" type="checkbox"/></li> <li>35. Proper hand portable extinguishers <input checked="" type="checkbox"/></li> <li>36. Portable extinguishers properly serviced <input checked="" type="checkbox"/></li> <li>37. Service &amp; Certification tag on system <input checked="" type="checkbox"/></li> </ol> |
|---|---|

NOTE DISCREPANCIES OR DEFICIENCIES BELOW

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

On this date, this pre-engineered fire suppression system was inspected and operationally tested in accordance with the fire suppression system requirements of NFPA17 or 17A, 96 and the manufacturer's manual with the results indicated above.

x **Leauby #6750003202** **2/22** **9:45**  **Hallie Boumann**

SERVICE TECHNICIAN      PERMIT NO.      DATE:      TIME:      AM      PM      CUSTOMER'S AUTHORIZED AGENT

The above service technician certifies that the system was personally inspected and found conditions to be as indicated on this report.



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

# INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS <b>15</b>	AGE <b>15</b>	ISSUE DATE <b>03/08/2022</b>	PUR DATE <b>01/26/2022</b>	COUNTY <b>53 - MONROE</b>		TP <b>N</b>	PL YR <b>22</b>	PLATE <b>569B232</b>	PL TP <b>PL</b>	WEIGHT <b>11</b>	PR YR	LS <b>N</b>	TYPE	PRIOR YR PL
EXPIRATION DATE <b>2/21/2023</b>		MUNICIPALITY <b>Bloomington</b>		VEHICLE YEAR <b>2007</b>		MAKE <b>FRT</b>	MODEL <b>CHA</b>	VEHICLE IDENTIFICATION NUMBER <b>4UZAAPDH07CY23445</b>			TYPE <b>TK</b>	COLOR <b>BLU/</b>		
CURRENT YEAR TAX	VEH EX TAX <b>42.00</b>	EX CREDIT <b>0.00</b>	DAV CREDIT <b>0.00</b>	NET EX TAX <b>42.00</b>	CO. WHEEL/EX TAX <b>25.00</b>	MUN. WHEEL/EX TAX <b>0.00</b>	STATE REG FEE <b>45.35</b>	ADMIN FEE <b>45.00</b>	TOTAL <b>157.35</b>					
PRIOR YEAR TAX	VEH EX TAX <b>3.50</b>	EX CREDIT <b>0.00</b>	DAV CREDIT <b>0.00</b>	NET EX TAX <b>3.50</b>	CO. WHEEL/EX TAX <b>2.08</b>	MUN. WHEEL/EX TAX <b>0.00</b>	STATE REG FEE <b>0.00</b>	ADMIN FEE <b>0.00</b>	TOTAL <b>5.58</b>					
REGISTRATION LICENSE TYPE <b>PERSONALIZED TRUCK 11,000</b>														

**HALLIE MARIAN BAUMANN**  
**1254 S COLLEGE MALL RD C-7**  
**BLOOMINGTON, IN 47401**

**C**  
**TD**

## IMPORTANT REGISTRATION INFORMATION

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





City of Bloomington  
Fire Department

Mayor John Hamilton  
Fire Chief Jason Moore

300 E 4th St  
Bloomington IN 47402

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

Temporary Food Vendor

---

Date: 03/14/2022

Business Name: Bloom Burger

Address: 3807 E DEVONSHIRE CT  
Bloomington, IN 47408

Phone: CELL 913- 59-3137

The following permit has been issued:

Permit No. 22-0217

Type: FOOD Temporary Vender/Cooking

Issued Date: 03/14/2022

Effective Date: 03/14/2022

Expiration Date: 03/14/2023

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

Tim Clapp

Digitally signed by Tim Clapp  
DN: cn=Clapp,  
E=timclapp@bloomington.in.gov,  
ou=Fire Marshal, ou=City of  
Bloomington Fire, cn=Tim  
Clapp  
Date: 2022.03.14  
10:19:08-0400

3/14/2022

Inspector: Tim Clapp

Date

**ARTICLES OF ORGANIZATION**

Formed pursuant to the provisions of the Indiana Code.

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

**BUSINESS ID** 202112071547071  
**BUSINESS TYPE** Domestic Limited Liability Company  
**BUSINESS NAME** BLOOM BURGER LLC  
**PRINCIPAL OFFICE ADDRESS** 1254 S College Mall Rd, C-7, Bloomington, IN, 47401, USA

**ARTICLE II - REGISTERED OFFICE AND ADDRESS**

**REGISTERED AGENT TYPE** Individual  
**NAME** Hallie Baumann  
**ADDRESS** 1254 S College Mall Rd, C-7, Bloomington, IN, 47401, USA  
**SERVICE OF PROCESS EMAIL** info@bloomburgertruck.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted.

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

**PERIOD OF DURATION** Perpetual  
**EFFECTIVE DATE** 12/07/2021  
**EFFECTIVE TIME** 10:17AM

**ARTICLE IV - GOVERNING PERSON INFORMATION**

**TITLE** CEO  
**NAME** Hallie Baumann  
**ADDRESS** 1254 S College Mall Rd, C-7, Bloomington, IN, 47401, USA

**MANAGEMENT INFORMATION**

**THE LLC WILL BE MANAGED BY MANAGER(S)** No  
**IS THE LLC A SINGLE MEMBER LLC?** Yes

**SIGNATURE**

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

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

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **December 7, 2021**.

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

**SIGNATURE**

Hallie Baumann

**TITLE**

Member

Business ID : 202112071547071

Filing No : 9243006

State of Indiana  
Office of the Secretary of State

Certificate of Organization  
of  
**BLOOM BURGER LLC**

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, December 07, 2021.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 07, 2021.

A handwritten signature in cursive script that reads "Hollie Sullivan".

HOLLI SULLIVAN  
SECRETARY OF STATE

202112071547071 / 9243006

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



# STATE OF INDIANA

## BUREAU OF MOTOR VEHICLES

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

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner

### Indiana Official Driver Record

As of 03/31/2022 2:16 pm

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

HALLIE MARIAN BAUMANN  
1254 S COLLEGE MALL RD C-7  
BLOOMINGTON, IN 47401

License number: 5340-23-2701  
License type: DRIVERS  
License expires: 07/26/2024  
License status: VALID  
SR22: Not needed

Birth date: 07/26/1992    Gender: FEMALE

Current points: 0  
Social Security #:

**Physical Description:** Height: 5'6"    Weight: 195lbs    Hair color: BLACK    Eye color: BLUE    Donor: T

**Endorsements:** None

**Pending Endorsements:** None

**Restrictions:** CORRECTIVE LENSES

**Pending Restrictions:** None

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

– (\*\* indicates closed/expired active suspensions stayed)

No Suspensions were found.

**Pending Suspension Information**

No Pending Suspensions were found.

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

No Disqualifications were found.

**Pending Disqualification Information**

No Pending Disqualifications were found.

**Out of State Withdrawal Information**

No OOS Withdrawals were found.

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

No Convictions were found.

## Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	11/09/2017	1254 S COLLEGE MALL RD C-7	BLOOMINGTON	IN	47401
5	11/09/2017	1254 S COLLEGE MALL RD	BLOOMINGTON	IN	47401-6185
4	11/02/2017	1254 S COLLEGE MALL RD #C-7	BLOOMINGTON	IN	47401
3	01/31/2017	1389 W 86TH ST #137	INDIANAPOLIS	IN	46260
2	12/01/2015	2639 E 2ND ST APT 1	BLOOMINGTON	IN	47401
1	09/06/2013	9231 CENTRAL AVE	INDIANAPOLIS	IN	46240-1020

## Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	11/09/2017	1254 S COLLEGE MALL RD C-7	BLOOMINGTON	IN	47401
5	11/09/2017	1254 S COLLEGE MALL RD	BLOOMINGTON	IN	47401-6185
1	09/06/2013	9231 CENTRAL AVE	INDIANAPOLIS	IN	46240-1020



**Credential Issuance**

Interim Credential Issue Date: 11/9/2017, Expiration Date: 12/9/2017, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 11245944

Interim Credential Issue Date: 11/9/2017, Expiration Date: 12/9/2017, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 11245823

Issue Date: 11/09/2017, Issue Drivers, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 07/26/2024

Issue Date: 12/09/2015, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 09/30/2016

Interim Credential Issue Date: 1/24/2014, Expiration Date: 2/23/2014, Reason: DUPLICATE DL, IN-STATE, Control #: 5559431

Issue Date: 01/24/2014, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 09/30/2016

Interim Credential Issue Date: 9/6/2013, Expiration Date: 10/6/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 5127821

Issue Date: 09/06/2013, Issue Drivers, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 09/30/2016

**Remarks**

Remark Date:09/15/2016 Moved to GA 9/15/2016 12:00:00 AM

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

# Business Binder-Receipt

State Farm Fire and Casualty Company  
A stock company with home offices in Bloomington, IL

## Policy Type — Business Insurance

Policy number: 94-EH-U869-8

Effective date: March 2, 2022

### PRIMARY NAMED INSURED

Prepared for: BLOOMBURGER LLC  
1254 S COLLEGE MALL RD UNIT C7  
BLOOMINGTON, IN 47401-6185

### POLICY PREMIUM

Total annual premium: \$1,129.00

### SECTION I - PROPERTY

Location number	Location of Described Premises	Limit of Insurance Coverage A Building	Limit of Insurance Coverage B Business Personal Property
001	1254 S College Mall Rd Unit C7 Bloomington IN 47401-6185	No Coverage	\$15,000 Replacement Cost

### SECTION II - LIABILITY

Coverage	Limits
Coverage L - Business Liability Per Occurrence	\$1,000,000
Coverage M - Medical Expenses Each Person	\$5,000
<b>Aggregate Limits</b>	<b>Limits</b>
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

### DEDUCTIBLES

Section I Deductibles	Amount
Policy Deductible	\$500

## ADDITIONAL ENDORSEMENTS

### Inland Marine — Computer Property

Computer hardware/software limit: \$25,000  
Loss of income and extra expense limit: \$25,000  
Deductible: \$500

### Your State Farm Agent

#### Judy Macy

2359 16th Street  
Bedford, IN 47421

Bus: 812-275-3811 ext.

Email: judy.macy.ujlc@statefarm.com

**BINDER:** State Farm® will provide coverage to the applicant and his or her legal representative on the property described for up to ninety (90) days from the Effective Date, subject to all terms and conditions of the policy and endorsements for which application has been made. If no Effective Date is indicated, this Binder does not provide any coverage. This Binder will be void when the declarations page is issued on the policy for which application has been made or when coverage under this Binder is canceled in accordance with policy provisions.

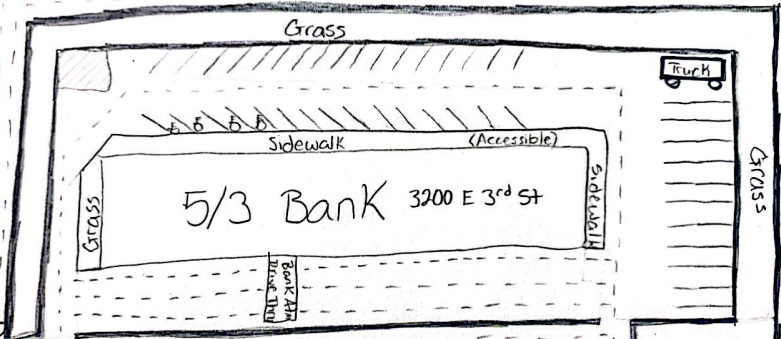
The premium due State Farm for the coverage provided by this Binder will be the full annual premium for the policy for which the application has been made, and will be pro-rated for the length of time coverage is provided under this Binder.

If coverage in this Binder replaces coverage in other policies terminating at 12 Noon (Standard Time) on the inception date of this Binder, this Binder will be effective at 12 Noon (Standard Time) instead of 12:01 a.m. Standard Time.

SR 46

SR 46

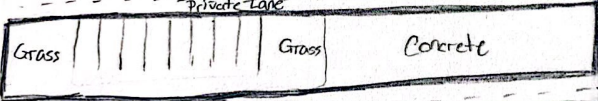
Kingston Dr S



Private Lane

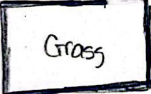
Grass

Private Lane



Private Lane

Private Lane



**City of Bloomington  
Fire Department**

Mayor John Hamilton  
Fire Chief Jason Moore

300 E 4th St  
Bloomington IN 47402

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

**Temporary Food Vendor**

---

**Date:** 03/14/2022

**Business Name:** Bloom Burger

**Address:** 3807 E DEVONSHIRE CT  
Bloomington, IN 47408

**Phone:** CELL 913- 59-3137

**The following permit has been issued:**

**Permit No.** 22-0217

**Type:** FOOD Temporary Vender/Cooking

**Issued Date:** 03/14/2022

**Effective Date:** 03/14/2022

**Expiration Date:** 03/14/2023

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

3/14/2022

---

**Inspector:** Tim Clapp

**Date**

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2022-18**

**Mobile Vendor in Public Right of Way  
Bloom Burger LLC**

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

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

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on April 8, 2022, and ending on April 7, 2023.

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

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

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

**RESOLUTION 2022-18**



than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
  - 1) City of Bloomington Farmers' Market;
  - 2) City of Bloomington Holiday Market;
  - 3) The Taste of Bloomington;
  - 4) Lotus World Music and Arts Festival;
  - 5) The Fourth Street Festival;
  - 6) Arts Fair on the Square;
  - 7) Strawberry Festival;
  - 8) Canopy of Lights;
  - 9) Fourth of July Parade; and
  - 10) Any other special events approved by the City Controller.

**ADOPTED THIS 12<sup>th</sup> DAY OF APRIL, 2022.**

**BOARD OF PUBLIC WORKS:**

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

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

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

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2022-18** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Hallie Baumann, Owner  
Bloom Burger LLC

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



## Board of Public Works Staff Report

---

**Project/Event:** Blue Ridge Neighborhood Association

**Petitioner/Representative:** Cory Rutz-- Blue Ridge Neighborhood

**Staff Representative:** April Rosenberger

**Meeting Date:** April 12, 2022

---

Cory Rutz, President of the Blue Ridge Neighborhood Association is seeking approval for a Neighborhood Block Party from 4 pm to 9 pm on the 1<sup>st</sup> Tuesday of every month through October 2022. The Blue Ridge Neighborhood Association seeks to invite up to four food trucks (including one "dessert truck") to the neighborhood. Food trucks sign up for available slots, and the BRNA announces the event to its neighbors through Nextdoor and word of mouth. Neighbors can pick up food and bring it home, or eat nearby if they find an acceptable location, but no special dining space is provided. Neighbors adjacent to the event have been contacted in advance and have approved some usage of their yards for neighbors to stand in line or picnic on. BRNA provides trash and recycling receptacles. BRNA is also requesting a portion of Rusgan Drive from the corner of N. Ramble road to the first driveway on Rusgan Drive. No driveways will be blocked by the closure.

---



**JOHN HAMILTON  
MAYOR**

**CITY OF BLOOMINGTON**

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

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

ESD 812.349.3418  
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington  
Department of Economic and Sustainable Development



# NEIGHBORHOOD BLOCK PARTY APPLICATION

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

## 1. Applicant Information

Contact Name:	Cory Rutz		
Contact Phone:	(414) 331-0868	Mobile Phone:	(414) 331-0868
Title/Position:	President, Blue Ridge Neighborhood Association		
Neighborhood:	Blue Ridge		
Address:	2980 N Lakewood Ct		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	cjruz@gmail.com		
Neighborhood E-Mail and URL:	blueridgebloomington@googlegroups.com <a href="https://blueridge.bloomington.in.us/">https://blueridge.bloomington.in.us/</a>		
Org Phone No:	None	Fax No:	

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

Organization Name:	None. Food Trucks are invited to attend, but sign up on their own and change from month to month.		
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

### 3. Event Information

Date(s) of Event:	5/3/2022; 6/7/2022; 7/5/2022; 8/2/2022; 9/6/2022; 10/4/2022		
Time of Event:	Date: All	Start: 4pm	Date: All End: 8pm
Setup/Teardown time Needed	Date: All	Start: 4pm	Date: All End: 9pm
Calendar Day of Week:	Tuesday		
Description of Event:	<p>The Blue Ridge Neighborhood Association seeks to invite up to four food trucks (including one "dessert truck") to the neighborhood on the first Tuesday of each month from May through October 2022. Food trucks sign up for available slots, and the BRNA announces the event to its neighbors through NextDoor, email, and word of mouth. Neighbors can pick up food and bring it home, or eat nearby if they find an acceptable location, but no special dining space is provided. Neighbors adjacent to the event have been contacted in advance and have approved some usage of their yards for neighbors to stand in line or picnic on. BRNA provides trash and recycling receptacles. No driveways will be blocked by the closure.</p>		
Street(s) you wish to close	Rusgan Drive, from the east (corner w/Ramble Rd East) to the 1st driveway		
Expected Number of Participants:	50-60	Expected # of vehicles (Use of City Parking spaces): N/A	

**NEIGHBORHOOD BLOCK PARTY YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:**

See attached document at end of PDF

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <b>See attached map</b> <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)</li> </ul>
<input type="checkbox"/>	Notification to Businesses/residents that will be impacted by event (copy of notification letter/flyer/other) <b>See attached notification plan and map</b>
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> <li>• Determine if No Parking Signs will be required <b>Signs not required</b></li> </ul>
<input type="checkbox"/>	Noise Permit application <b>No amplification or crowds planned</b>
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached) <b>BRNA provided</b>

**8. CHECKLIST**

<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <li><input type="checkbox"/> Detailed Map</li> <li><input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) and date going before the Board of Public Works (contact ESD at 812-349-3418 for date)</li> <li><input type="checkbox"/> Maintenance of Traffic Plan</li> <li><input type="checkbox"/> Noise Permit Application (if applicable)</li> <li><input type="checkbox"/> Certificate of Liability Insurance</li> <li><input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)</li> <li><input type="checkbox"/> Beer and Wine Permit (if applicable)</li> <li><input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> <li><input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> </ul>
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

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

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



## Waste and Recycling Management Plan Template (Only if you anticipate over 100 participants)

Event name: \_\_\_\_\_  
 Number of expected attendees: \_\_\_\_\_  
 Number of food vendors: \_\_\_\_\_  
 Number of other vendors: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

**EXAMPLE: NOTICE OF PUBLIC MEETING LETTER**

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

The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for \_\_\_\_\_ will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

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

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

PETITIONER:

DATE:

## Contact Information- Other

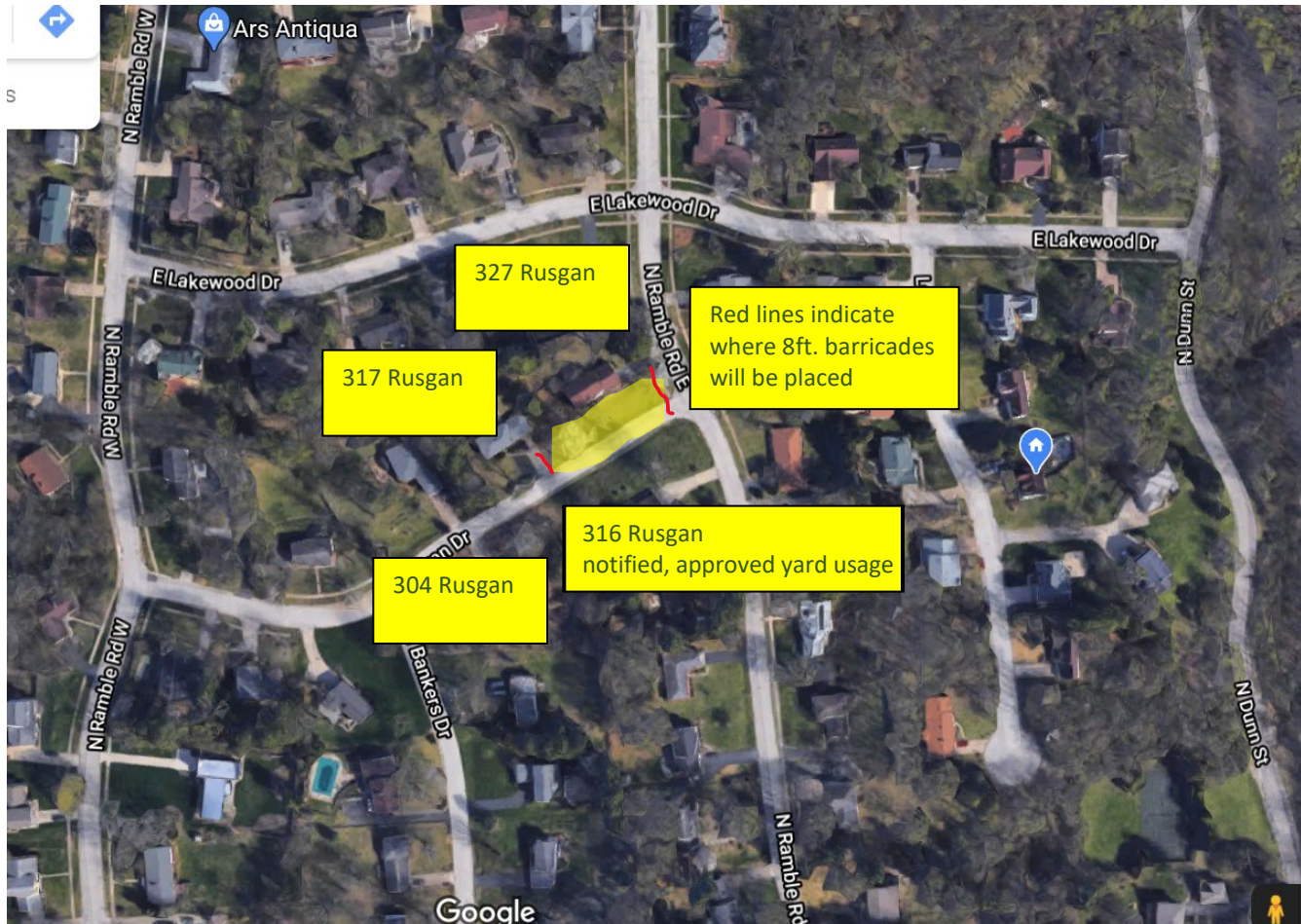
	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Travis Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3410 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department  (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 <sup>rd</sup> Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546

## Requested Street Closure – 5/25/2021 – Blue Ridge Neighborhood Association

Requesting the closure of E Rusgan Road from the corner of N Ramble Rd E to the first driveway (without blocking said driveway) as highlighted on map below. This includes approximately 185 feet of roadway.

**MAINTENANCES OF TRAFFIC:** Alternate routes for neighbors who might use this roadway include Lakewood Dr and Bankers Dr, and we will communicate these via Nextdoor and day-of signage on the corner of Rusgan Drive and Bankers Drive. We will use 8 ft. barricades at either end of the closure.

### MAP:



**NOTIFICATION TO RESIDENCES:** All neighbors on both sides of roadway will be notified via email and/or phone by the Blue Ridge neighborhood association, including:

- Dylan Grigar & Riley Manion, 316 E Rusgan Dr (emailed and spoke to in-person, Dylan is co-organizer);
- Michael Burton and Sue Riegsecker, 327 E Rusgan Dr ;
- Rick and Carrie Snapp, 317 E Rusgan Dr ; and
- Zilia Balkansky Sellés, 304 E Rusgan Dr.

If approved, I will email each household again with the following message:

My name is Cory Rutz, and I am a member of the Blue Ridge Neighborhood Association board. We are planning to host a food truck night in Blue Ridge on Rusgan Road on the first Tuesday of May through October, from 5pm to 8pm, and will close the stretch of Rusgan Road from the corner (with N Ramble Road E) to the first driveway from 4pm to 9pm. I wanted to reach out to see if you had any questions or concerns, as this would be on the road in front of a portion of your lot (it will not block your driveway).

**Requested Street Closure – 3/8/2022 – Blue Ridge Neighborhood Association**

This will involve closing this section of the road (no driveways would be affected) with barricades at either end, and parking 3-4 food trucks in the road where residents would be directed to purchase and pick up food as they please. Some residents may picnic in a designated yard space to eat on-site.

Please reach out to me by email or phone at 414-331-0868 if you have any questions or concerns. Thank you!

**NOISE:** The event will not involve significant noise beyond small gatherings of neighbors. As neighbors are picking up food throughout the 3-4 hour period, the event is designed to avoid large gatherings at any given time.

**WASTE AND RECYCLE PLAN:** Food trucks that sign up for the event are asked to bring their own trash receptacle. The Blue Ridge Neighborhood Association will arrange for a trash and recycling receptacle to be onsite as well – in past events, this has been more than sufficient and the area has remained free of trash following the events.



**City of Bloomington**  
Public Works Department

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

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

**Street or Traffic Lane Closure Permit Application**

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

Location: E. Rusgan Drive N Ramble Rd E 317 E Rusgan Dr (to 1st driveway)  
(Street) (From) (To)

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

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

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

**Date(s) of Closure:** From First Tuesday To May-Oct (5/3, 6/7, 7/5, 8/2, 9/6, 10/4/2022)  
> 2 weeks?    Yes    No  
**Start Time:** 4 : 00 a.m. / p.m.  
**End Time:** 8 : 00 a.m. / p.m.

**Overnight Closure Required:**    Yes    No

The applicant hereby certifies and agrees as follows:

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

**Applicant Information:**

Name or Organization: Blue Ridge Neighborhood Association

Contact Person (*Printed Name*): Cory Rutz

Contact Email: cjrutz@gmail.com   Contact Phone No.: 414-331-0868

Signature:    Date: 4/6/2022

*For Administration Use Only*

Approved By: \_\_\_\_\_ Dept.: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved By: \_\_\_\_\_ Dept.: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved By: \_\_\_\_\_ Dept.: \_\_\_\_\_ Date: \_\_\_\_\_





# Board of Public Works Staff Report

**Project/Event:** Title 6 Annual Abatement Contractor Agreements

**Petitioner/Representative:** HAND

**Staff Representative:** Jo Stong

**Meeting Date:** 4/12/22

The HAND Department is seeking approval for retaining two contractors to handle abatements under BMC Title 6 Through March 31, 2023. This year HAND selected two contractors who submitted quotes as the quotes were very comparable and HAND believes it to be advantageous to have two contractors available to respond to abatement needs. The two contractors selected were 4U Lawn and Landscape and Inman Property Services. The RFQ responses are enclosed with the packet materials. 4U has previously served as an abatement contractor and HAND is very satisfied with that company's performance. This would be the first contract with Inman Property Services for abatements. Both contract amounts are not to exceed \$10,000.00.

Respectfully submitted,

Jo Stong and Daniel Dixon  
HAND / Legal

# City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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

# 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:

---

Print/Type Name

---

Print/Type Title

---

Department



(2 pages)

**CITY OF BLOOMINGTON QUOTE FORM**  
**RFQ #2022-HAND DEPT. - PROPERTY ABATEMENT SERVICES**

Important:

Both pages of this Quote Form must be completed for the quote to be valid and accepted.

**EMAIL QUOTE TO:**

City of Bloomington  
 Housing and Neighborhood Development Department  
 Jo Stong  
**stongj@bloomington.in.gov**

Pricing shall include all labor costs and material.

ITEM NO.	DESCRIPTION	COST
1	Hourly Labor Cost for removing garbage, recyclable materials, or yard waste from a property	\$ 75.00/hr labor \$100.00/ton material disposal
2	Hourly Labor Cost for mowing a yard wherein the yard contains weeds, grass, or noxious plants in excess of eight (8) inches	\$ 75.00/hr
3	Hourly Labor Cost for Specialty Services such as bush hogging, hand cutting, edging	\$ _____ see Attached
	Include any additional costs here: Detailed cost Breakdown Attached	\$ _____

For projects requiring submission of Trench Safety Systems Affidavit, the portion of the Lump Sum cost provided above which is attributable to trench safety systems, is \$ Not applicable for this project.

**VENDOR / CONTRACTOR INFORMATION**

Company: A U Lawn and Landscape LLC  
 Name (print): Chris Underwood  
 Address: 6372 E. Cox Drive Bloomington IN 47408  
 Telephone: 812-320-3542 Fax: \_\_\_\_\_  
 E-Mail: Chris.U@AUlawnandlandscape.com  
 Signature: [Signature]  
 (Must be signed by an authorized company representative.)



**CITY OF BLOOMINGTON QUOTE FORM**

(Page 2)

**BUSINESS EXPERIENCE AND QUALIFICATIONS**

Document prior business experience with similar projects and give a detailed listing of the Contractor's qualifications, which are applicable to the Scope of Work listed in the Request for Quote.

*See Attached Document*

Number of years engaged in contracting business under present firm's name: 11. If less than three (3) years, provide a list of additional company names you have used in similar contracting work or have been employed under.

Have you ever defaulted on a contract? If yes, when, with whom, and why? no

Are you a City employee, the spouse of a City employee, or the dependent of a City employee? Please check yes  or no .

**REFERENCES**

Please provide three (3) customer references for similar scope and size contracts.

- 1. Contact Name: Paul Barker  
 Company Name: FaciliTech  
 Address: 738 S. Morton Street Bloomington IN 47403  
 Phone: 812-323-1300 Email Address: Facilitech@Facilitech.net
  
- 2. Contact Name: Ryan Strauser  
 Company Name: Strauser Construction  
 Address: 4213 E. Third Street Bloomington IN 47401  
 Phone: 812-336-3600 Email Address: rm.strauser@strausercon.com
  
- 3. Contact Name: Tristan Johnson  
 Company Name: IU Landscape Services  
 Address: 2222 E. 10th Street Bloomington IN  
 Phone: 812-855-7152 Email Address: \_\_\_\_\_

[Attach additional sheets if needed]

4 U Lawn & Landscape  
 6292 E. State Road 45  
 Bloomington, IN 47408 US  
 (812)320-3542  
 chrisu@4ulawnandlandscape.com  
 www.4ulawnandlandscape.com

# Estimate

**ADDRESS**  
 City of Bloomington  
 Jo Stong  
 Housing & Neighborhood  
 Development  
 401 N. Morton Street  
 Bloomington, IN 47404

ESTIMATE #	DATE
1305	03/31/2022

ACTIVITY	QTY	RATE	AMOUNT
Labor	1	75.00	75.00
Labor rate for removing garbage per hour			
Labor	1	75.00	75.00
Labor rate for mowing per hour			
Labor	1	125.00	125.00
Rate for bush hogging per hour			
Labor	1	75.00	75.00
Labor rate for bush/tree trimming per hour			
Misc. Labor Rate	1	40.00	40.00
Organic waste disposal per truck load (6yds)			
Misc. Labor Rate	1	60.00	60.00
Non-organic waste disposal fee (excludes tires, and any waste listed as hazardous or unacceptable at the local trash transfer station for example, televisions, batteries, refrigerators, air conditioners, cans of paint) per ton			
Misc. Labor Rate	1	7.00	7.00
Tire disposal fee (passenger car)			
Misc. Labor Rate	1	15.00	15.00
Tire disposal fee (medium/heavy duty truck)			
Misc. Labor Rate	1	125.00	125.00
Labor rate for miscellaneous tractor use			
Misc. Labor Rate	1	250.00	250.00
Mobilization Estimate (minimum due for showing up to a property that has been approved for abatement but has been brought to code by owner after approval)			

**TOTAL** **\$847.00**



4U



*"Creating Beautiful Indiana Landscapes"*

**Lawn & Landscape LLC**

**Bloomington, IN 812.320.3542**

**6372 E. Cox Drive  
Bloomington, IN 47408**

[www.4ulawnandlandscape.com](http://www.4ulawnandlandscape.com)

Response to  
Request for Quotes  
Property Abatement Services

City Of Bloomington  
Housing and Neighborhood Development  
Attn: Jo Stong



**6292 East State Road 45**  
**Bloomington, IN 47408**  
[www.4ulawnandlandscape.com](http://www.4ulawnandlandscape.com)

March 31, 2022

City of Bloomington  
HAND  
401 North Morton Street, Suite 250  
Bloomington, IN 47401

ATTN: Jo Stong,

It is our pleasure to submit the following response to your request for proposal. We look forward to working with you, the City and the HAND Department. As a family owned and operated business our goal is provide quality service at competitive prices. As owner/operators we are involved in all aspects of our work from developing responses, such as this, to performing the work, to submitting the invoice. While we are not a large company we believe our size helps us to stay in touch with what our customers want and need in maintaining their properties. Many times we have heard our customers say that their lawns and gardens serve as a reflection of themselves. We feel the same in that our work reflects who we are and the pride we take in the work we perform.

Our desire is to provide you with this same type of service for work included in this proposal. As a company we have several years of previous abatement services with HAND as well as providing landscape and lawn care services for numerous commercial and residential clients in Bloomington and the surrounding areas. We feel we have all the necessary tools to execute all of the services you have requested. We would be happy to meet with you to discuss further our company and proposal. Please do not hesitate to contact us.

Thank you again for the opportunity to respond to your proposal.

Respectfully,

Christopher Underwood  
Partner & Chief Operations Officer





**6292 East State Road 45  
Bloomington, IN 47408**

**Company History & Experience:**

4 U Lawn and Landscape was launched over 17 years ago by Chris and Jeff Underwood, a father and son team. It was Chris's desire to establish a business that he could grow to the point that, upon graduating, would be a full service lawn care and landscaping business offering a variety of services. As the business began to grow we had discussions concerning the long-term operation and growth for the business. At that time we agreed to form a limited liability company. This was completed in early 2005 with the creation of 4U Lawn and Landscape, LLC. Chris is the Chief Operating Officer of the company. His duties include marketing, bidding and estimating, customer service, design, work scheduling and performance, supervision of labor, procurement of equipment and materials, and maintenance of equipment. Jeff serves as the Chief Executive Officer of the company. His duties include finance, accounting and office operations.

Initially our business consisted of performing mowing, mulching, and miscellaneous lawn care activities for residential customers. It was during this time that we received requests for small landscaping design and installation projects. Chris designed and installed a number of projects. With the success of these projects the company was able to expand and obtain equipment allowing us to move into the commercial market providing both lawn care and landscaping services while at the same time perform larger scale residential and commercial landscaping projects.

Today we provide service to numerous commercial and residential customers, with the largest portion of our business being commercial maintenance and installation services. We have worked on many IU projects as both a sub contractor and as the General Contractor. We have approximately 40 acres we maintain yearly for the university. We offer a full line of lawn care and landscaping services, including design, installation, and maintenance. All together our commercial clients compose over 80 percent of our business, with the rest being our residential clients.

**Special licenses, certifications, and affiliations:**

Chris has a B.S. in Landscape Horticulture & Design from Purdue University. Jeff is a Certified Public Accountant in the State of Indiana.

**List any additional services and/or specialties your company can offer:**

In addition to the services noted above, we offer the following landscape design and installation services: retaining walls; walkways; patios; water feature design, installation and maintenance; installation of decorative and privacy fencing; ornamental plant care; bush-hogging; land clearing; installation of drainage & erosion solutions in pervious areas; lawn installation (seeding and sod); excavating, rough and finish grading; wood chipping; snow removal; building repair and maintenance ; and retail mulch, plant, and hardscape sales.

**References:**

*Commercial:*

Client Information	Service(s) Provided
FaciliTech Property Management Paul Barker 738 South Morton Street Bloomington, IN 47403 (812) 323-1306	Lawn care & landscaping services
Strauser Construction Ryan Strauser 4213 East Third Street Bloomington, IN 47401 (812) 336-3608	Landscape installation services
Indiana University Landscape Services Tristan Johnson, Trent Chitwood 2222 E. Tenth Street, Bloomington 812-855-7152, 812-855-4103	Lawn care and landscape services

*Residential:*

Shirley Bastin 3907 E. Stonegate Ct. Bloomington, IN 47404 (812) 332-6157	Landscaping and lawn services
--	-------------------------------



**Identify the partner, manager and/or in-charge person assigned to this account:**

Primary contact: Christopher Underwood, Partner/COO  
(812) 320-3542 (cell)  
chrisu@4ulawnandlandscape.com

Secondary contact: Jeffrey Underwood, Partner/CEO  
(812) 320-3540 (cell)  
(812) 332-0577 (office)

## **AGREEMENT FOR ABATEMENT SERVICES**

**THIS AGREEMENT** is entered into by and between the City of Bloomington, Indiana, through its Housing and Neighborhood Development Department and Board of Public Works (hereinafter referred to as “City”), and Christopher Underwood d/b/a 4 U Lawn and Landscape, a private enterprise in the business of providing lawn and landscaping services (hereinafter referred to as “Service Provider”).

**WHEREAS**, the City has the authority and responsibility to ensure all properties located within the corporation boundaries are in compliance with Title 6 of the City’s municipal code which regulates, among other things, yard waste, garbage and vegetation height; and

**WHEREAS**, the City is required to abate noncompliant properties located within the corporation boundaries and in so doing relies upon private enterprises to perform said abatement services; and

**WHEREAS**, the City sought proposals and Service Provider submitted a proposal and was responsive and responsible; and

**WHEREAS**, Service Provider is willing and able to perform all abatement services for and on behalf of the City and the City has available funds and is willing to pay the Service Provider for abatement services; and

**WHEREAS**, certain conditions must be met and uniform procedures established to facilitate proper performance of this service by Service Provider for and on behalf of the City.

**NOW, THEREFORE**, Service Provider and the City, for the consideration stated herein, agree as follows:

1. **Agreement Price:** The overall cost to the City for all abatement services provided by Service Provider during the term of this Agreement shall not exceed Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars. If the original agreement price of Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars is exhausted, then the parties shall negotiate an amendment to this Agreement seeking additional fund allocation with the same formality and procedures as required by the City for the original agreement price herein. No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein. Service Provider shall notify the City when it has invoiced the City for 80% of the overall cost to the City on this Agreement.
2. **Term of Agreement.** The term of this Agreement shall be from the date of execution through March 31, 2023. During the term of this Agreement, the Service Provider shall abate all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works. This Agreement may be terminated by either party upon seven days written notice to the other party. Termination of the Agreement may occur for any violation of the Agreement’s terms and conditions or for any other reason deemed appropriate by the party effectuating the termination. The parties may, upon

mutual written agreement prior to the expiration of this contract, renew this contract for a period of one additional year under the exact same terms and conditions.

3. **Scope of Work.** The Service Provider agrees to furnish all materials and equipment, and perform all work described in the Estimate #1305 provided by the Service Provider and dated March 31, 2022, a copy of which is attached hereto, marked as **Exhibit “A”**, and by this reference incorporated herein, for any and all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works (hereinafter referred to as the “Subject Property”).
4. **Standard of Care.** The Service Provider shall be responsible for completion of the work described in **Exhibit “A”** in a manner to meet high professional standards consistent with the Service Provider’s profession in the location and at the time of the rendering of the work. The City shall be the sole judge of the adequacy of the Service Provider’s work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
5. **Notice Period.** Pursuant to Bloomington Municipal Code 6.06.080, any Abatement Order may be appealed within ten days. No abatement of a Subject Property may be commenced until after this notice period has expired.
6. **Time to Proceed and Time of Completion.** Upon expiration of the ten (10) day notice period (and any subsequent appeal, if filed), the Service Provider shall proceed at once to abate the Subject Property. Abatement of each Subject Property shall be completed as soon as possible and no later than ten (10) business days from the time to proceed.
7. **Payment.** The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted in **Exhibit “A”**. **Service Provider shall provide a detailed billing statement within ten days of each completed abatement.** The billing statement for each completed abatement shall be in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay each invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City’s satisfaction and submitted the invoice within the prescribed ten days.
8. **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 below.
9. **Indemnification.** The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the owner of any property being abated, and the City of Bloomington, its Board of Public Works, any of its departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of injury to or death of persons, sickness, disease or loss, damage or destruction of property other than the required abatement action, belonging to either

the owner of any property being abated in connection with the performance required under this Agreement.

10. **Insurance.** *Before commencing work* the service provider shall furnish the City with certificates showing that the following insurance is in force. Policies shall be submitted for approval of the City and shall be endorsed to provide that the policies will not be cancelled or changed until ten (10) days after written notice of change or cancellation has been delivered to the HAND Department. Coverage shall be at least as follows:

CLASS OF COVERAGE	PER OCCURRENCE	AGGREGATE
1. Commercial General Liability	\$1,000,000.00	\$2,000,000.00
2. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000.00	N/A
3. Workmen's Compensation & Employer's Liability	Statutory	Statutory

11. **Liens and Waivers of Liens.** The Service Provider agrees to waive, and does hereby waive and relinquish, all rights to a lien upon any real estate which is the subject of an Abatement Order subject to terms of this Agreement.
12. **Owner-Service Provider Side-Agreements.** The City shall not be responsible in any way with, nor is the City a party to, any side-agreement by and between the Service Provider and any owner of property that is subject to an abatement order. Any such side-agreements shall be disclosed, in writing, to the Housing and Neighborhood Development Department *before* the Service Provider commences any of the work to be performed under the side-agreement. The Service Provider shall ensure that any side-agreement does not cause any interference or delay in the timely performance of services required by the Service Provider to the City.
13. **Subcontracts and Assignments.** No subcontract or assignment of this Agreement shall be made without the prior written consent of the City.
14. **Independent Contractor Status.** During the entire term of this Agreement, the Service Provider 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 City.
15. **Conflict of Interest.** The Service Provider declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of work required under this Agreement. The Service Provider agrees that no person having any such interest shall be employed in the performance of this Agreement.
16. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right

to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

17. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a material portion or provision of this Agreement be determined void.
18. **Assignment.** Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, the Service Provider may assign its rights to payment without the City'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.
19. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Service Provider.
20. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.
21. **Non-Discrimination.** The Service Provider 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.
22. **Compliance with Laws.** In performing the work under this Agreement, the Service Provider 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, the Service Provider shall advise the City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, the Service Provider shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
23. **Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City:  
Jo Stong

Service Provider:  
Christopher Underwood



HAND  
City Hall at Showers  
401 N. Morton Street  
Bloomington, IN 47401

4 U Lawn and Landscape  
6292 East State Road 45  
Bloomington, IN 47408

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Service Provider.

24. **Intent to be Bound.** The City and the Service Provider 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.
25. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Service Provider. 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.
26. **Verification of New Employees' Employment Status.** Service Provider is enrolled in, and verifies 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).

Service Provider signed an e-verify affidavit, attached hereto, marked as **Exhibit "B"**, and by this reference incorporated herein. Service Provider may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Service Provider subsequently learns is an unauthorized alien. If the City obtains information that the Service Provider employs or retains an employee who is an unauthorized alien, the City shall notify the Service Provider of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Service Provider verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Service Provider did not knowingly employ an unauthorized alien. If the Service Provider fails to remedy the violation within the 30 day period, the City shall terminate the contract unless the City determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Service Provider. If the City terminates the contract, the Service Provider is liable to the City for actual damages.

27. **Living Wage.** The Service Provider shall comply with City of Bloomington Ordinance 2.28.
28. **Non-Collusion.** Service Provider certifies that it has not, nor has any other member, representative, or agent of Service Provider, entered into any collusion by agreement or otherwise with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider signed the

non-collusion affidavit attached hereto, marked as **Exhibit “C”** and by this reference incorporated herein.

29. **Change of Ownership.** In the event that the ownership of the Service Provider changes during the term of this Agreement, the Service Provider shall notify the City as such. The City shall have the right to terminate the Agreement upon a change in ownership of the Service Provider. If the City decides not to terminate the Agreement upon a change in ownership, the new owner must execute an amendment to this Agreement in order to maintain the Service Provider’s eligibility to perform under this Agreement.

In witness whereof, the City and the Service Provider have executed this Agreement upon the dates hereinafter set out.

**City of Bloomington, Indiana:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Zody, Director  
Housing and Neighborhood Development

\_\_\_\_\_  
Date

**4 U Lawn and Landscape:**

\_\_\_\_\_  
Christopher Underwood, d/b/a  
4 U Lawn and Landscape

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**Please see the attached invoice # \_\_\_\_\_ dated \_\_\_\_\_**

**EXHIBIT "B"**

**AFFIDAVIT REGARDING E-VERIFY**

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 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 at 8 United State 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.

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

\_\_\_\_\_  
Signature

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
\_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of  
\_\_\_\_\_, 2022.

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

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

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

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

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

**EXHIBIT "C"**

**AFFIDAVIT REGARDING NON-COLLUSION**

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

\_\_\_\_\_ has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by \_\_\_\_\_, 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.

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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
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 \_\_\_\_\_, 2022.

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

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

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

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

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



(2 pages)

**CITY OF BLOOMINGTON QUOTE FORM**  
**RFQ #2022-HAND DEPT. - PROPERTY ABATEMENT SERVICES**

**Important:**

Both pages of this Quote Form must be completed for the quote to be valid and accepted.

**EMAIL QUOTE TO:**

City of Bloomington  
 Housing and Neighborhood Development Department  
 Jo Stong  
**stongj@bloomington.in.gov**

Pricing shall include all labor costs and material.

ITEM NO.	DESCRIPTION	COST
1	Hourly Labor Cost for removing garbage, recyclable materials, or yard waste from a property	\$ <u>85.00</u>
2	Hourly Labor Cost for mowing a yard wherein the yard contains weeds, grass, or noxious plants in excess of eight (8) inches	\$ <u>85.00</u>
3	Hourly Labor Cost for Specialty Services such as bush hogging, hand cutting, edging	\$ <u>100.00</u>
	Include any additional costs here: Dumpsters for trash and other misc cost would be a time and material cost. 85 an hour plus dumpster	\$ _____

For projects requiring submission of Trench Safety Systems Affidavit, the portion of the Lump Sum cost provided above which is attributable to trench safety systems, is \$ Not applicable for this project.

**VENDOR / CONTRACTOR INFORMATION**

Company: Inman Property Service  
 Name (print): Jeremy Inman  
 Address: 3379 S Owensburg Road Springville IN 47462  
 Telephone: 812-709-9445 Fax: \_\_\_\_\_  
 E-Mail: cf202@center-firerescue.com  
 Signature:   
 (Must be signed by an authorized company representative.)

**CITY OF BLOOMINGTON QUOTE FORM**



(Page 2)

**BUSINESS EXPERIENCE AND QUALIFICATIONS**

Document prior business experience with similar projects and give a detailed listing of the Contractor's qualifications, which are applicable to the Scope of Work listed in the Request for Quote.

Mowing, landscape, foreclosed home clean outs, maintenance on foreclosed homes, general maintenance on other homes.

Number of years engaged in contracting business under present firm's name: 1 year. If less than three (3) years, provide a list of additional company names you have used in similar contracting work or have been employed under. "Inman Mowing Service" I sold out to Pittman Farms and stop my service for a few years.

Have you ever defaulted on a contract? If yes, when, with whom, and why? No

Are you a City employee, the spouse of a City employee, or the dependent of a City employee? Please check yes      or no XX.

**REFERENCES**

Please provide three (3) customer references for similar scope and size contracts.

1. Contact Name: Austin Stroud  
 Company Name: Bloomfield Library  
 Address: 10 Franklin Street Bloomfield IN 47424  
 Phone: 812-333-4041 Email Address:

2. Contact Name: Judy Vitaliano  
 Company Name: Dzierbra Reality  
 Address: 4700 W innovation Court Bloomington Indiana  
 Phone: 812-333-4041 Email Address: judy@dzre.com

3. Contact Name: Gary Jackson  
 Company Name: Center Township of Greene County Indiana  
 Address: 11216 E State Road 54 Bloomfield IN 47424  
 Phone: 812-825-3066 Email Address: specjackson1715@gmail.com

[Attach additional sheets if needed]

*End of document*



## **AGREEMENT FOR ABATEMENT SERVICES**

**THIS AGREEMENT** is entered into by and between the City of Bloomington, Indiana, through its Housing and Neighborhood Development Department and Board of Public Works (hereinafter referred to as “City”), and Jeremy Inman d/b/a Inman Property Service, a private enterprise in the business of providing lawn and landscaping services (hereinafter referred to as “Service Provider”).

**WHEREAS**, the City has the authority and responsibility to ensure all properties located within the corporation boundaries are in compliance with Title 6 of the City’s municipal code which regulates, among other things, yard waste, garbage and vegetation height; and

**WHEREAS**, the City is required to abate noncompliant properties located within the corporation boundaries and in so doing relies upon private enterprises to perform said abatement services; and

**WHEREAS**, the City sought proposals and Service Provider submitted a proposal and was responsive and responsible; and

**WHEREAS**, Service Provider is willing and able to perform all abatement services for and on behalf of the City and the City has available funds and is willing to pay the Service Provider for abatement services; and

**WHEREAS**, certain conditions must be met and uniform procedures established to facilitate proper performance of this service by Service Provider for and on behalf of the City.

**NOW, THEREFORE**, Service Provider and the City, for the consideration stated herein, agree as follows:

1. **Agreement Price:** The overall cost to the City for all abatement services provided by Service Provider during the term of this Agreement shall not exceed Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars. If the original agreement price of Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars is exhausted, then the parties shall negotiate an amendment to this Agreement seeking additional fund allocation with the same formality and procedures as required by the City for the original agreement price herein. No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein. Service Provider shall notify the City when it has invoiced the City for 80% of the overall cost to the City on this Agreement.
2. **Term of Agreement.** The term of this Agreement shall be from the date of execution through March 31, 2023. During the term of this Agreement, the Service Provider shall abate all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works. This Agreement may be terminated by either party upon seven days written notice to the other party. Termination of the Agreement may occur for any violation of the Agreement’s terms and conditions or for any other reason deemed appropriate by the party effectuating the termination. The parties may, upon

mutual written agreement prior to the expiration of this contract, renew this contract for a period of one additional year under the exact same terms and conditions.

3. **Scope of Work.** The Service Provider agrees to furnish all materials and equipment, and perform all work described in the Estimate provided by the Service Provider and dated March 31, 2022, a copy of which is attached hereto, marked as **Exhibit “A”**, and by this reference incorporated herein, for any and all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works (hereinafter referred to as the “Subject Property”).
4. **Standard of Care.** The Service Provider shall be responsible for completion of the work described in **Exhibit “A”** in a manner to meet high professional standards consistent with the Service Provider’s profession in the location and at the time of the rendering of the work. The City shall be the sole judge of the adequacy of the Service Provider’s work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
5. **Notice Period.** Pursuant to Bloomington Municipal Code 6.06.080, any Abatement Order may be appealed within ten days. No abatement of a Subject Property may be commenced until after this notice period has expired.
6. **Time to Proceed and Time of Completion.** Upon expiration of the ten (10) day notice period (and any subsequent appeal, if filed), the Service Provider shall proceed at once to abate the Subject Property. Abatement of each Subject Property shall be completed as soon as possible and no later than ten (10) business days from the time to proceed.
7. **Payment.** The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted in **Exhibit “A”**. **Service Provider shall provide a detailed billing statement within ten days of each completed abatement.** The billing statement for each completed abatement shall be in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay each invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City’s satisfaction and submitted the invoice within the prescribed ten days.
8. **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 below.
9. **Indemnification.** The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the owner of any property being abated, and the City of Bloomington, its Board of Public Works, any of its departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of injury to or death of persons, sickness, disease or loss, damage or destruction of property other than the required abatement action, belonging to either

the owner of any property being abated in connection with the performance required under this Agreement.

10. **Insurance.** *Before commencing work* the service provider shall furnish the City with certificates showing that the following insurance is in force. Policies shall be submitted for approval of the City and shall be endorsed to provide that the policies will not be cancelled or changed until ten (10) days after written notice of change or cancellation has been delivered to the HAND Department. Coverage shall be at least as follows:

CLASS OF COVERAGE	PER OCCURRENCE	AGGREGATE
1. Commercial General Liability	\$1,000,000.00	\$2,000,000.00
2. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000.00	N/A
3. Workmen's Compensation & Employer's Liability	Statutory	Statutory

11. **Liens and Waivers of Liens.** The Service Provider agrees to waive, and does hereby waive and relinquish, all rights to a lien upon any real estate which is the subject of an Abatement Order subject to terms of this Agreement.
12. **Owner-Service Provider Side-Agreements.** The City shall not be responsible in any way with, nor is the City a party to, any side-agreement by and between the Service Provider and any owner of property that is subject to an abatement order. Any such side-agreements shall be disclosed, in writing, to the Housing and Neighborhood Development Department *before* the Service Provider commences any of the work to be performed under the side-agreement. The Service Provider shall ensure that any side-agreement does not cause any interference or delay in the timely performance of services required by the Service Provider to the City.
13. **Subcontracts and Assignments.** No subcontract or assignment of this Agreement shall be made without the prior written consent of the City.
14. **Independent Contractor Status.** During the entire term of this Agreement, the Service Provider 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 City.
15. **Conflict of Interest.** The Service Provider declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of work required under this Agreement. The Service Provider agrees that no person having any such interest shall be employed in the performance of this Agreement.
16. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right

to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

17. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a material portion or provision of this Agreement be determined void.
18. **Assignment.** Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, the Service Provider may assign its rights to payment without the City'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.
19. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Service Provider.
20. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.
21. **Non-Discrimination.** The Service Provider 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.
22. **Compliance with Laws.** In performing the work under this Agreement, the Service Provider 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, the Service Provider shall advise the City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, the Service Provider shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
23. **Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City:  
Jo Stong

Service Provider:  
Jeremy Inman

HAND  
City Hall at Showers  
401 N. Morton Street  
Bloomington, IN 47401

Inman Property Service  
3379 S Owensburg Road  
Springville, IN 47462

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Service Provider.

24. **Intent to be Bound.** The City and the Service Provider 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.
25. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Service Provider. 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.
26. **Verification of New Employees' Employment Status.** Service Provider is enrolled in, and verifies 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).

Service Provider signed an e-verify affidavit, attached hereto, marked as **Exhibit "B"**, and by this reference incorporated herein. Service Provider may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Service Provider subsequently learns is an unauthorized alien. If the City obtains information that the Service Provider employs or retains an employee who is an unauthorized alien, the City shall notify the Service Provider of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Service Provider verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Service Provider did not knowingly employ an unauthorized alien. If the Service Provider fails to remedy the violation within the 30 day period, the City shall terminate the contract unless the City determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Service Provider. If the City terminates the contract, the Service Provider is liable to the City for actual damages.

27. **Living Wage.** The Service Provider shall comply with City of Bloomington Ordinance 2.28.
28. **Non-Collusion.** Service Provider certifies that it has not, nor has any other member, representative, or agent of Service Provider, entered into any collusion by agreement or otherwise with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider signed the

non-collusion affidavit attached hereto, marked as **Exhibit “C”** and by this reference incorporated herein.

29. **Change of Ownership.** In the event that the ownership of the Service Provider changes during the term of this Agreement, the Service Provider shall notify the City as such. The City shall have the right to terminate the Agreement upon a change in ownership of the Service Provider. If the City decides not to terminate the Agreement upon a change in ownership, the new owner must execute an amendment to this Agreement in order to maintain the Service Provider’s eligibility to perform under this Agreement.

In witness whereof, the City and the Service Provider have executed this Agreement upon the dates hereinafter set out.

**City of Bloomington, Indiana:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Zody, Director  
Housing and Neighborhood Development

\_\_\_\_\_  
Date

**Inman Property Service:**

\_\_\_\_\_  
Jeremy Inman  
Inman Property Service

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**Please see the attached invoice # \_\_\_\_\_ dated \_\_\_\_\_**



**EXHIBIT "B"**

**AFFIDAVIT REGARDING E-VERIFY**

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 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 at 8 United State 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.

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

\_\_\_\_\_  
Signature

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
\_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of  
\_\_\_\_\_, 2022.

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

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

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

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

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

**EXHIBIT "C"**

**AFFIDAVIT REGARDING NON-COLLUSION**

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

\_\_\_\_\_ has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by \_\_\_\_\_, 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.

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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
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 \_\_\_\_\_, 2022.

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

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

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

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

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