

# **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).



## Board of Public Works Staff Report

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**Project/Event:** Disposal of Surplus Items by the City of Bloomington – Police Department

**Staff Representative:** Pam Gladish

**Date:** April 12, 2022

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**Report:**

The Police Department has one 55 gallon barrel of spent brass rounds and one 55 gallon barrel of lead from our range that is inoperable or donateable and recyclable.

The Police Department believes that the expense of labor, equipment, and fuel required to organize and transport this material for a sale or transfer, exceeds the value of the material.

Under Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works may determine this material to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of this material is less than five thousand dollars (\$5,000).



**BOARD OF PUBLIC WORKS  
RESOLUTION 2022-12**

**TO DISPOSE OF SURPLUS PERSONAL PROPERTY  
OWNED BY THE CITY OF BLOOMINGTON POLICE DEPARTMENT**

WHEREAS, the City of Bloomington Police Department (“BPD”) purchases and provides equipment and material, including, but not limited to firearms and ammunition, for use by BPD officers in the scope of their work on behalf of the City; and

WHEREAS, ammunition is necessary for use by the officers during their training and in carrying out their day to day law enforcement duties; and

WHEREAS, ammunition has a single use life cycle; and

WHEREAS, brass casings and range lead remain after the use of firearms; and

WHEREAS, BPD has one 55 gallon bin of spent brass material and one 55 gallon bin of lead material from the range which BPD wishes to dispose of as surplus personal property;

WHEREAS, this material is shown in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works (hereinafter “Board of Public Works”) may determine this material to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of this material is less than five thousand dollars (\$5,000); and

WHEREAS, BPD has assessed the value of this material contained in Exhibit A to be less than five thousand dollars (\$5,000); and

WHEREAS, pursuant to Indiana Code § 5-22-22-8, the Board of Public Works is also authorized to consider this material worthless, if the value of the material is less than the estimated cost of the sale and transportation of the material; and

WHEREAS, in considering the expense of labor, equipment and fuel required to transport this material contained in Exhibit A for a sale or transfer, BPD believes that these costs exceed the value of the material; and

NOW, THEREFORE, be it hereby resolved by the Board of Public Works that:

1. The material contained in Exhibit A, is hereby declared to be surplus personal property.
2. The value of this material contained in Exhibit A is assessed to be less than five thousand dollars (\$5,000).
3. The costs of transporting this material and conducting a private sale exceeds the value of the material.

4. The material contained in Exhibit A is therefore determined to be worthless and, pursuant to Indiana Code § 5-22-22-8, may be demolished, offered for recycling, donated or junked.

**PASSED AND ADOPTED by the City of Bloomington Board of Public Works 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

Attest: \_\_\_\_\_  
Pam Gladish, Sergeant  
Bloomington Police Department



## Board of Public Works Staff Report

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

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

**Staff Representative:** Christina Smith

**Meeting Date:** April 12, 2022

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Department of Public Works (DPW) received notification from Duke Energy that the street light at 2538 S Buttonwood Lane is at the end of its life and needs to be replaced. Staff requested and received an outdoor lighting service agreement to effectively illuminate the public right-of-way at this location.

The new pedestrian scale street light will be a LED Traditional fixture mounted on a new aluminum pole with a black finish. The City has elected lease Option A on the lighting service agreement for equipment, energy usage, and maintenance costs. All of the associated costs with this light will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

**Summary of Contract: 2538 S Buttonwood Lane**

Locations: 2538 S Buttonwood Lane

Fixture: One (1) 50 Watt LED Traditional fixture with a black finish

Pole: One (1) aluminum pole with a black finish

Funding Source: Local Roads and Streets Fund

Option A: \$2,321.02

Estimated Monthly Charge: \$7.06

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# City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$2,321.02 & \$7.06/mo.

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

## PURCHASE INFORMATION

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

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

2. List the results of procurement process. Give further explanation where requested. Yes No

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

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

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

Christina Smith

Project Coordinator

Department of Public Works

Print/Type Name

Print/Type Title


Department



Google Maps 2536 S Buttonwood Ln

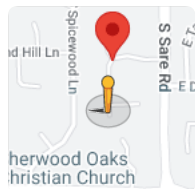


Image capture: Jun 2014 © 2022 Google

Bloomington, Indiana 

 Google

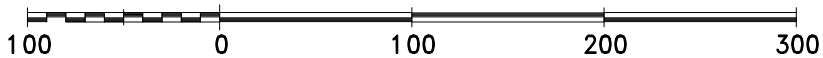
Street View - Jun 2014





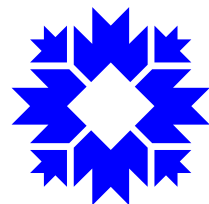
● Light Location

By: smithc  
6 Apr 22

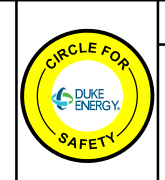


For reference only; map information NOT warranted.

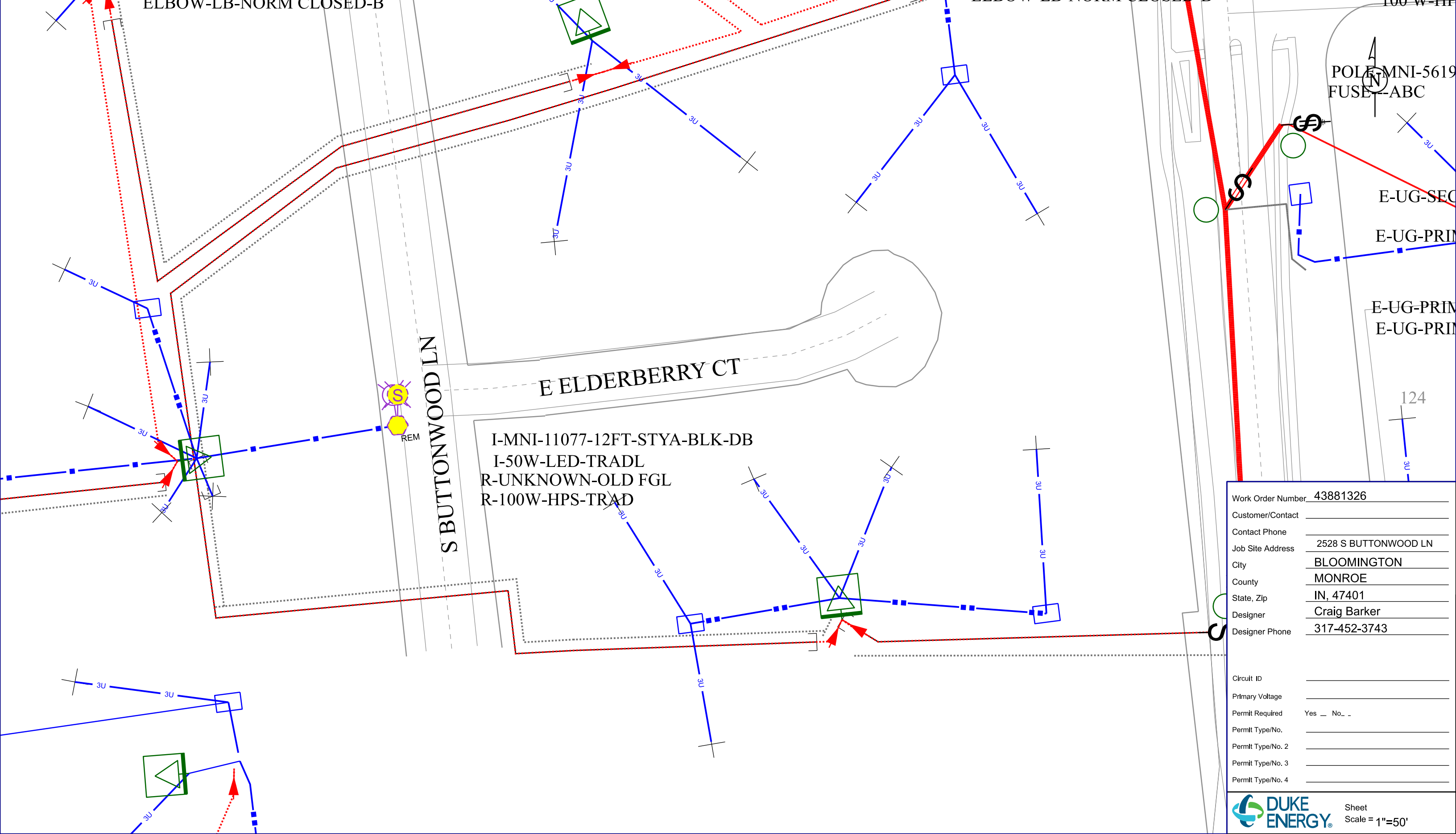
City of Bloomington  
Public Works



Scale: 1" = 100'



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



Work Order Number	43881326
Customer/Contact	
Contact Phone	
Job Site Address	2528 S BUTTONWOOD LN
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



1/25/2022

CITY OF BLOOMINGTON

Subject:

2538 BUTTONWOOD LN S  
BLOOMINGTON, IN

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ( $1/3 - 1/2$ ) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

*Craig Barker*

Craig Barker  
craig.barker@duke-energy.com

**OUTDOOR LIGHTING SERVICE AGREEMENT**

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000022855		1/25/2022
	Agreement Coverage			Agreement Number		Current Date
16404016	43881326	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

**OUTDOOR LIGHTING SERVICE AGREEMENT**



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name			This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON		
Service Location or Subdivision			The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	2538 BUTTONWOOD LN S		
Service Address	MISC: LIGHTING		
Service City, State, Zip code	BLOOMINGTON	IN	
Mailing Name	CITY OF BLOOMINGTON		Notes:
Mailing Business Name			
Mailing Address			
Mailing Address			
Mailing City, State, Zip code			

**PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 4/25/2022 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.**

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$2,321.02	\$5.83	\$1.22	1	\$7.06	<b>\$7.06</b>	<b>\$7.06</b>
Option B - 1 Year Agreement Initial Term	\$202.27	\$5.83	\$1.22	1	\$209.33	<b>\$209.33</b>	<b>\$7.06</b>
Option C - 3 Year Agreement Initial Term	\$64.79	\$5.83	\$1.22	1	\$71.84	<b>\$71.84</b>	<b>\$7.06</b>
Option D - 5 Year Agreement Initial Term	\$41.41	\$5.83	\$1.22	1	\$48.46	<b>\$48.46</b>	<b>\$7.06</b>
Option E - 7 Year Agreement Initial Term	\$31.46	\$5.83	\$1.22	1	\$38.52	<b>\$38.52</b>	<b>\$7.06</b>
Option F - 10 Year Agreement Initial Term	\$24.10	\$5.83	\$1.22	1	\$31.16	<b>\$31.16</b>	<b>\$7.06</b>

\* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.  
 \*\* The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

**PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)**  A  DECLINE

**IN WITNESS WHEREOF**, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

	Duke Energy Representative	AND	Customer / Representative
Signature	<u>Craig Barker</u>		_____
Printed Name	<u>Craig Barker</u>		_____
Date	<u>1/25/2022</u>		_____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

## OUTDOOR LIGHTING SERVICE AGREEMENT

**WITNESSETH:**

**WHEREAS,** Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

**WHEREAS,** Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

**SECTION I. – EQUIPMENT AND INSTALLATION**

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

**A. LUMINAIRE DETAIL INFORMATION**

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Traditional LED 50W Black (RAL9017) Type III	3,303	50	0.0500	200	\$5.83	\$1.22	1	\$7.06
<b>SECTION I - A - TOTALS</b>							<b>*ESTIMATED MONTHLY TOTAL COST</b>		<b>7.06</b>

\*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

**B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES**

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

<b>**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE</b>	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

**C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT\* (existing and new pole installation information)**

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Style A 15 Ft Long Direct Buried Top Tenon Aluminum Black	1

\* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

**D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT\***

OTHER EQUIPMENT	
Quantity	Other Equipment Style
Other CU Quantity (Installs Only)	Other CU Description (Installs Only)

**1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)**

<p><i>Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.</i></p>	
Customer's Signature _____	Date _____

## OUTDOOR LIGHTING SERVICE AGREEMENT

### **SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS**

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
  - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
  - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

### **SECTION III – ENERGY USAGE COST CALCULATION - See Page 1**

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

### **SECTION IV – SYSTEM MAINTENANCE**

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

### **SECTION V – PAYMENT**

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

### **SECTION VI – TERM OF AGREEMENT**

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

### **SECTION VI – OTHER TERMS AND CONDITIONS**

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

# OUTDOOR LIGHTING SERVICE AGREEMENT

## EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.





## Board of Public Works Staff Report

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**Project/Event:** 2022 KONE Service Contract  
**Petitioner/Representative:** Public Works: JD Boruff / Ryan Daily  
**Staff Representative:** JD Boruff  
**Date:** April 12, 2022

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**Report:**

We held open bidding for the in 2021 for elevator service contracts. KONE was selected as the lowest responsive bidder. This contact is an addendum to the original contract and adds in the remaining months of the year for Morton Street Garage, Walnut Street Garage, 4<sup>th</sup> Street Garage, Trades District Garage and adds the John Waldron Arts Center, Emergency Dispatch Center, and City Hall until end of year 2022.

Total cost of contract = \$36,240.00

# City of Bloomington Contract and Purchase Justification Form

Vendor: KONE

Contract Amount: \$36,240

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 checked="" 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.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This agreement combines the remaining year for all parking garages, City Hall, Dispatch Center, and Art Center until EoY 2022.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

This agreement combines the remaining year for all parking garages, City Hall, Dispatch Center, and Art Center until EoY 2022.

JD Boruff

Facility Manager

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
KONE Inc.**

This Agreement, entered into on this 12th day of April, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and KONE, Inc. (“Contractor”).

**Article 1. Scope of Services** After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: elevator inspection, elevator repair, parts installation and inspection. These services will be performed at the Morton St., Walnut St., 4<sup>th</sup> St., and Trades Garages, City Hall, John Waldron Arts Center, and the Emergency Dispatch Center for a Not to Exceed cost of Thirty-Six Thousand, Two Hundred Forty Dollars (\$36,240.00) (“Services”) for work performed Monday-Friday, 8:00 am – 4:00 pm. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of Seven Hundred Fifty-Six Dollars Twelve Cents (\$756.12) per hour for one person, with an additional Six Hundred Twenty-Two Dollars Thirty-Six Cents (\$622.36) for each additional person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garage Manager, and J.D. Boruff, Operations & Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. The facilities included in this Agreement are identified in Attachment A. Attachment A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty Six Thousand, Two Hundred Forty Dollars (\$36,240). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to [publicworks@bloomington.in.gov](mailto:publicworks@bloomington.in.gov) or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services contained in the Scope of Services prior to the expiration date of this Agreement. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a

minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

**Article 14. Waiver** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 15. Severability** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 16. Assignment** Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

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

**Article 18. Governing Law and Venue** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and

discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 20. Compliance with Laws** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

**Department:** City of Bloomington Public Works, Attn: Ryan Daily/J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

**Contractor:** KONE, Park Emerson Drive, Suite O Indianapolis, Indiana 46203.

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

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

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

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

**CITY OF BLOOMINGTON**

**KONE**

\_\_\_\_\_  
Beth Cate, Corporation Counsel

\_\_\_\_\_  
John Hadley, Branch Manager

**CITY OF BLOOMINGTON PUBLIC WORKS**

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Adam Wason, Director, Public Works Department

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Kyla Cox Deckard, President, Board of Public Works

**Attachment "A"**  
**Amendments to Service Agreement**

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

KONE agrees to phone monitoring for all units (once effective) at purchaser's request.

KONE agrees to discount annual labor rates 25%.

This contract will end 12/31/2022 at which time a new contract will be created.

The effective start dates for each piece of equipment are as follows:

Morton Street Parking Garage (currently under contract #418006820): 05/01/2022

Walnut Street Parking Garage PASS 100798 (currently under contract #42020322):  
10/1/2022

City Hall Building PASS 47889: 03/01/2022

John Waldron Arts PASS 46655: 03/01/2022

Trades District Garage #1 PASS and #2 PASS: 05/01/2022

4TH ST. GARAGE #3 PASS and #4 PASS: 08/01/2022

Any units currently under contract have been or will be billed up until the above effective dates. Those units will then move to this agreement and begin monthly billing.

This agreement will include all Cat 1 annual testing for all 8 units.

KONE General or Sales Manager Authorization

\_\_\_\_\_  
Signature





**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**KONE, Inc.**

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

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

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

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

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

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

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

My Commission #: \_\_\_\_\_



# Board of Public Works Staff Report

**Project/Event:** Tree and Brush Removal at Animal Care & Control

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

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

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

There are a large number of dead ash trees and undergrowth that prevent AC&C staff from utilizing the dog exercise area on the west side of the property. We solicited four contractors for quotes on removing the trees and undergrowth. They are as follows:

Bluestone Tree Inc.	\$17,865.25
Ann-Kriss, LLC	\$21,022.20
Fowler Tree Service	Declined to bid
Adrian Heil Tree Service, Inc.	Unresponsive

Respectfully submitted,

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

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

## City of Bloomington Contract and Purchase Justification Form

Vendor: Bluestone Tree Inc.

Contract Amount: \$17,865.25

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

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

	Yes	No		Yes	No
# of Submittals: 2			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

There were 4 quotes solicited. There were two unresponsive bidders, as well as the two that submitted quotes. Bluestone tree was the lowest submitted quote.

---

 J. D. Boruff

Print/Type Name

---

 Facilities Director

Print/Type Title

---

 Public Works

Department

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

BLUESTONE TREE INC.

FOR

## TREE AND BRUSH REMOVAL AT ANIMAL CARE & CONTROL

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Bluestone Tree Inc., (hereinafter CONTRACTOR);

### WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **ash tree and undergrowth removal at Animal Care & Control, City Animal Shelter**, (more particularly described in Attachment A, "Scope of Work"); and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

### ARTICLE 1. TERM

**1.01** This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

### ARTICLE 2. SERVICES

**2.01** CONTRACTOR shall complete all work required under this Agreement within 30 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

**2.02** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

**2.03** CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

### **ARTICLE 3. COMPENSATION**

**3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Seventeen Thousand, Eight Hundred Sixty-Five Dollars and Twenty-Five Cents (\$17,865.25)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

**3.03** The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

**3.04** CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

**3.05** For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

**3.06** **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

**4.01** **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

**4.02** **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

**4.03** **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the

escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

**4.04 Withholding Funds for Completion of Contract If**, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

## **ARTICLE 5. GENERAL PROVISIONS**

**5.01** CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

### **5.02 Abandonment, Default and Termination**

**5.02.01** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

**5.02.02** If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

**5.02.03 Default:** If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

**5.02.04** CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

**5.02.05** All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

**5.02.06** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

**5.02.07** CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

### **5.03 Successors and Assigns**

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

**5.03.02** No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

### **5.04 Extent of Agreement: Integration**

**5.04.01** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.



11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

**5.04.02** In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

**5.05 Insurance**

**5.05.01**

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

**5.05.02** CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

**5.05.03** With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

**5.05.04** Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

**5.06 Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

**5.07 Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.08 Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status.

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

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

Breach of this covenant may be regarded as a material breach of the Agreement.

**5.08.02** CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

**5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:**

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

**5.09 Workmanship and Quality of Materials**

**5.09.01** CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

**5.09.02** OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

**5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

**5.10** **Safety.** CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**5.10.01** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached

as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

**5.11 Amendments/Changes**

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

**5.12 Performance Bond and Payment Bond**

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

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

5.12.04 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

**5.13 Payment of Subcontractors** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

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

**5.14 Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Bluestone Tree Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Matt Baldwin
401 North Morton Street, Suite 120	3090 S. Walnut Street
Bloomington, Indiana 47404	Bloomington, Indiana 47401

**5.15 Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

**5.16 Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**5.17 Steel or Foundry Products**

**5.17.01** To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

**5.17.02** Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

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

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

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

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

**5.18 Verification of Employees' Immigration Status**

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

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

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

**5.19 Non-Collusion**

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

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

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

City of Bloomington  
Bloomington Board of Public Works

Bluestone Tree Inc.

BY:

BY:

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

\_\_\_\_\_  
Matt Baldwin, ISA Certified Arborist

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

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

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

## **ATTACHMENT 'A'**

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

#### **Removal of Dead Trees and Undergrowth**

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

Removal of multiple dead ash trees and undergrowth on the west side of the property at the City Animal Shelter, so that Animal Care and Control staff can utilize the exercise area for dogs.





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

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

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

\*Quoters: Add extra sheet(s), if needed.

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

**ATTACHMENT 'C'**

**"E-Verify AFFIDAVIT"**

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

**E-VERIFY AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

**ATTACHMENT D**

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

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

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

\_\_\_\_\_  
(Name and Title of Person Signing)

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

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

My Commission Expires: \_\_\_\_\_  
Notary Public Signature

Resident of \_\_\_\_\_ County  
Printed Name

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

**REGISTER OF PAYROLL CLAIMS**

**Board: Board of Public Works Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
4/8/2022	Payroll				474,374.91
					<u>474,374.91</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 474,374.91

**Dated this 12th day of April year of 2022.**

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

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

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

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

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



## Board of Public Works Staff Report

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<b>Project/Event:</b>	Request from The Standard at Bloomington, LLC for lane closures on E 14 <sup>th</sup> St and N Walnut St
<b>Staff Representative:</b>	Paul Kehrberg
<b>Petitioner/Representative:</b>	Eric Schulte, Landmark Construction
<b>Date:</b>	April 12, 2022

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**Report:** The Standard at Bloomington, LLC is requesting lane closures on both E 14<sup>th</sup> St and N Walnut St for storm sewer work. They will be closing the eastbound lane of E 14<sup>th</sup> St from N Walnut St to N Washington St. Crews will work to minimize the disruptions to adjacent driveways. This work will be along the southern curb line of the street.

They are also requesting a lane closure on N Walnut St at E 14<sup>th</sup> St. They will need to cross N Walnut St, and there will be phased single lane closures on N Walnut St while they complete the storm sewer work.

The exact dates are still being finalized. The work will take place in April and May 2022. Staff is working with the contractor to coordinate the work with a City signal project at the intersection of N Walnut St and E 14<sup>th</sup> St.

Notices have been sent to area properties notifying them of the work and meeting. Staff has reviewed the maintenance of traffic plans for the proposed closures.



Todd M. Borgman, P.L.S.  
Katherine E. Stein, P.E.  
Don J. Kocarek, R.L.A.  
Stephen L. Smith, Founder

April 1st, 2022

City of Bloomington Board of Public Works  
401 N Morton St Suite 120  
Bloomington, IN 47404

Dear Members of the Board of Public Works,

The Standard at Bloomington, LLC is requesting temporary lane closures and driveway interruptions within the E 14<sup>th</sup> St and N Walnut St rights of way between approximately April 2022 and May 2022. The reason for this request is to perform work associated with the redevelopment of the former Brownstone Terrace Apartments. This work includes the installation of a new storm sewer main along E 14<sup>th</sup> St and N Walnut St and the restoration of pavement along E 14<sup>th</sup> St and N Walnut St. This work will cause temporary lane closures along N Walnut St and temporary pedestrian detours at the intersection of N Walnut St and E 14<sup>th</sup> St. The work will also cause temporary interruptions to driveways along E 14<sup>th</sup> St. Every effort will be made by construction crews to minimize the amount of time of these closures and to provide full access to all driveways throughout the duration of the project.

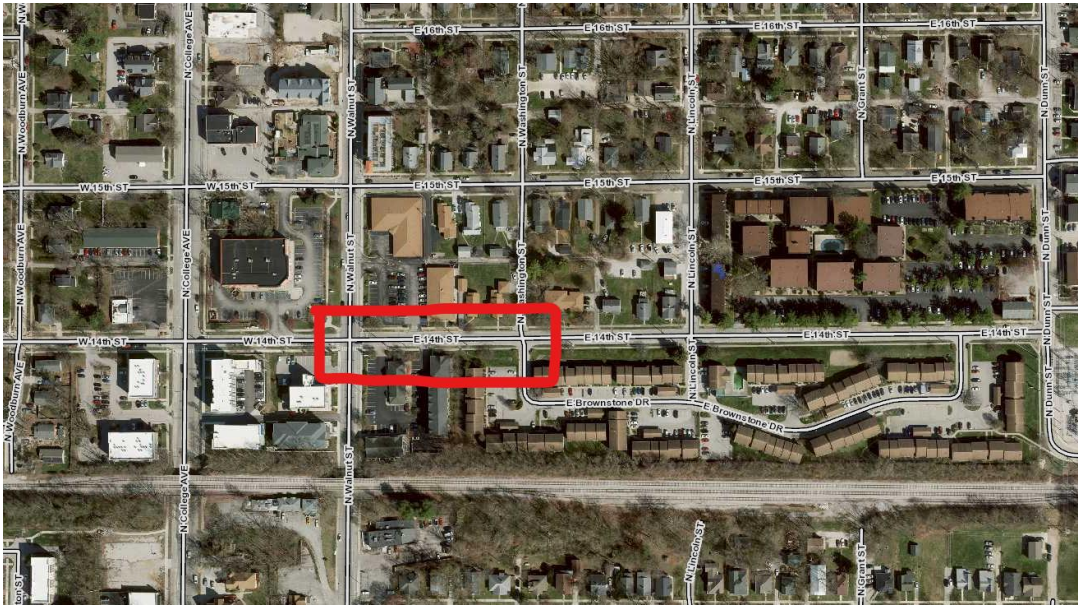
The contractor will control traffic by following a maintenance of traffic plan included with this submittal for your review.

We appreciate your consideration of this request and are happy to answer any questions regarding these proposed closures.

Regards,

Kendall Knoke  
Smith Design Group, Inc.  
812-336-6536 Ext. 3  
kknoke@smithdginc.com

Todd M. Borgman, P.L.S.  
Katherine E. Stein, P.E.  
Don J. Kocarek, R.L.A.  
Stephen L. Smith, Founder



Project Location Map, North is Up, N.T.S.



Todd M. Borgman, P.L.S.  
Katherine E. Stein, P.E.  
Don J. Kocarek, R.L.A.  
Stephen L. Smith, Founder

April 1, 2022

Dear Nearby Property Owner,

**Project Update:** Utility work for the Standard at Bloomington, LLC project will be performed in and around **the intersection of E 14<sup>th</sup> St and N Walnut St** and **along E 14<sup>th</sup> St between N Walnut St and N Washington St** requiring temporary closures and detours during the months of **April and May 2022**. These closures will be discussed and voted on by the Board of Public Works on **Tuesday April 12<sup>th</sup>, 2022 at 5:30pm**. More detail is below.

The Standard at Bloomington, LLC will be performing work associated with the redevelopment of the former Brownstone Terrace Apartments site within the E 14<sup>th</sup> St and N Walnut St rights of way during the months of April and May 2022. This work includes the installation of a new storm sewer main along E 14<sup>th</sup> St and N Walnut St and the restoration of pavement along E 14<sup>th</sup> St and N Walnut St. This work will cause lane restrictions on N Walnut St, pedestrian detours at the intersection of N Walnut St and E 14<sup>th</sup> St, and temporary driveway closures on E 14<sup>th</sup> St. Every effort will be made by construction crews to ensure all properties will remain accessible during construction and the amount of time of this closure is minimized.

The request to restrict public rights-of-way for this project will be heard by the City of Bloomington Board of Public Works on **Tuesday April 12<sup>th</sup>, 2022 at 5:30pm**. The meeting will be virtual and the link/phone numbers can be found by visiting the City of Bloomington Board of Public Works website at <https://bloomington.in.gov/boards/public-works>. The public will have the opportunity to provide comments regarding traffic interruptions and temporary road/driveway closures at this time.

Anyone not able to attend this public meeting may submit comments via phone or email to Eric Schulte at 814-571-3450 or [Eric.Schulte@LandmarkProperties.com](mailto:Eric.Schulte@LandmarkProperties.com). These comments will be read at the Board of Public Works meeting.

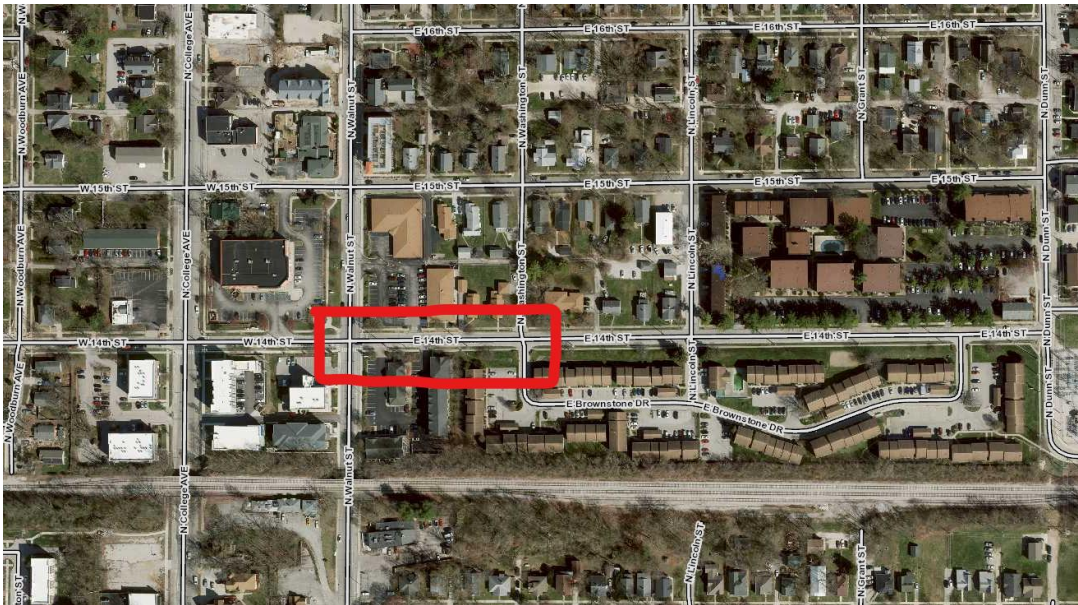
Anyone with concerns during construction may contact Eric Schulte, Project Manager – Landmark Construction at 814-571-3450 or [Eric.Schulte@LandmarkProperties.com](mailto:Eric.Schulte@LandmarkProperties.com).



Todd M. Borgman, P.L.S.  
Katherine E. Stein, P.E.  
Don J. Kocarek, R.L.A.  
Stephen L. Smith, Founder

Regards,

Kendall Knoke  
Smith Design Group, Inc.  
812-336-6536 Ext. 3  
kknoke@smithdgin.com



Project Location Map, North is Up, N.T.S.

## AFFIDAVIT OF NOTICE TO INTERESTED PARTIES OF PUBLIC HEARING OF THE BLOOMINGTON BOARD OF PUBLIC WORKS

STATE OF INDIANA                                )  
COUNTY OF MONROE                            ) SS:

I, Kendall Knoke \_\_\_\_\_, BEING FIRST DULY SWORN, DO HEREBY  
(Printed name of person mailing letters)

CERTIFY THAT NOTICE TO INTERESTED PARTIES OF THE PUBLIC HEARING BY THE  
BLOOMINGTON BOARD OF PUBLIC WORKS, to consider the application

of: The Standard at Bloomington, LLC \_\_\_\_\_  
(Name of person on application)

Requesting: Temporary closures and detours during the months of April & May 2022 \_\_\_\_\_

Located at: In and around the intersection of E 14t St and N Walnut St and along E 14th St between N Walnut St  
and N Washington St.

Was sent by REGULAR FIRST CLASS MAIL to the last known address of all INTERESTED  
PARTIES (A list of Interested Parties and a copy of said notice are attached and made part of this  
affidavit).

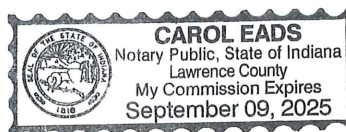
Said notices were deposited by me in the United States Mail on the 4th Day of April  
2022 \_\_\_\_\_, being at least twenty-one (21) days prior to the date of first Public Hearing.

I swear and affirm under penalties for perjury that the foregoing representations are true.



(Signature of person mailing letters)

State of Indiana                                )  
County of Monroe                             ) SS:

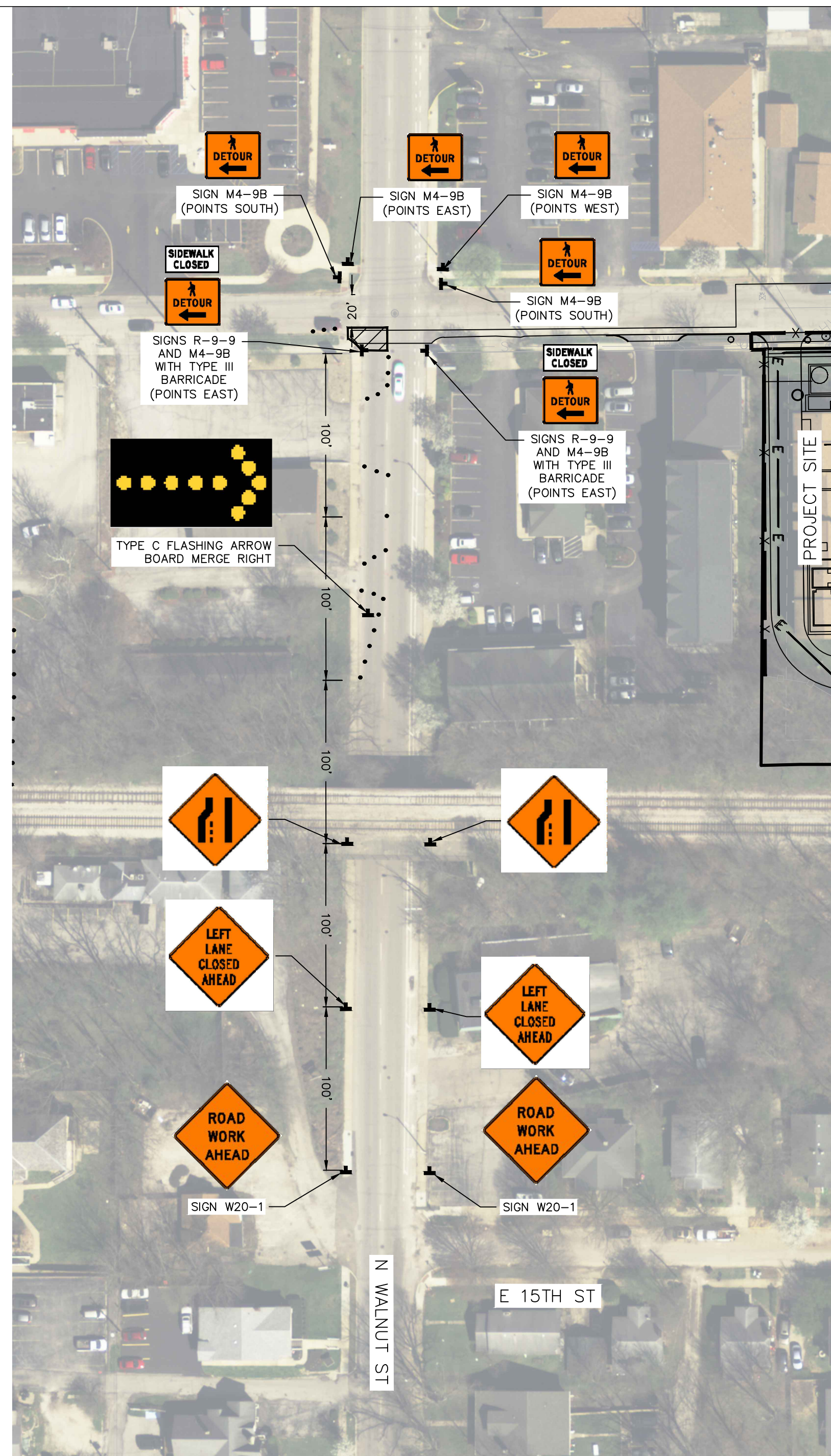


Subscribed and sworn to before me this 4th day of April \_\_\_\_\_, 2022 \_\_\_\_\_.

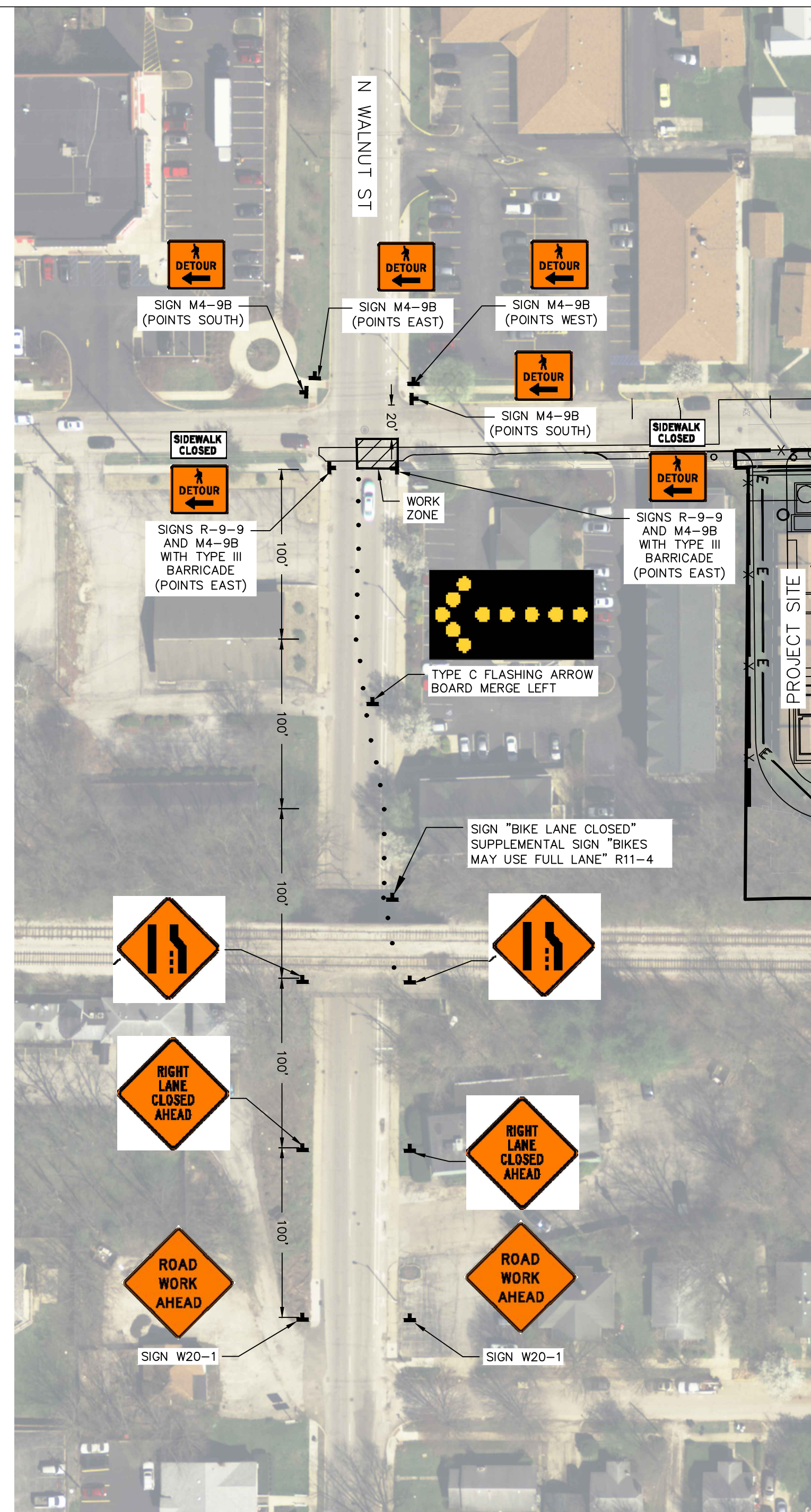
Carol Eads \_\_\_\_\_  
Notary Public                                    Printed

Residing in Lawrence \_\_\_\_\_ County

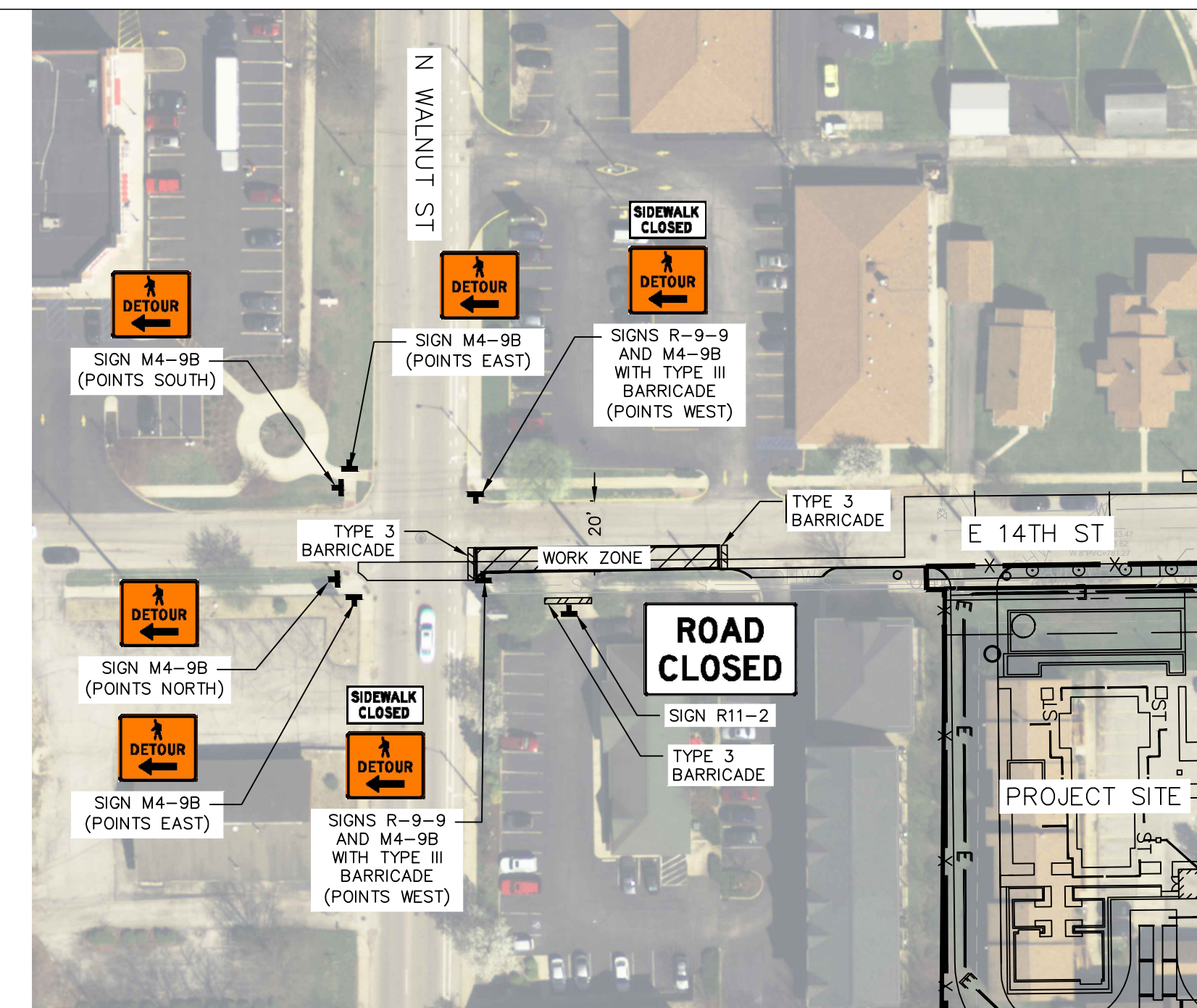
My Commission expires September 09, 2025



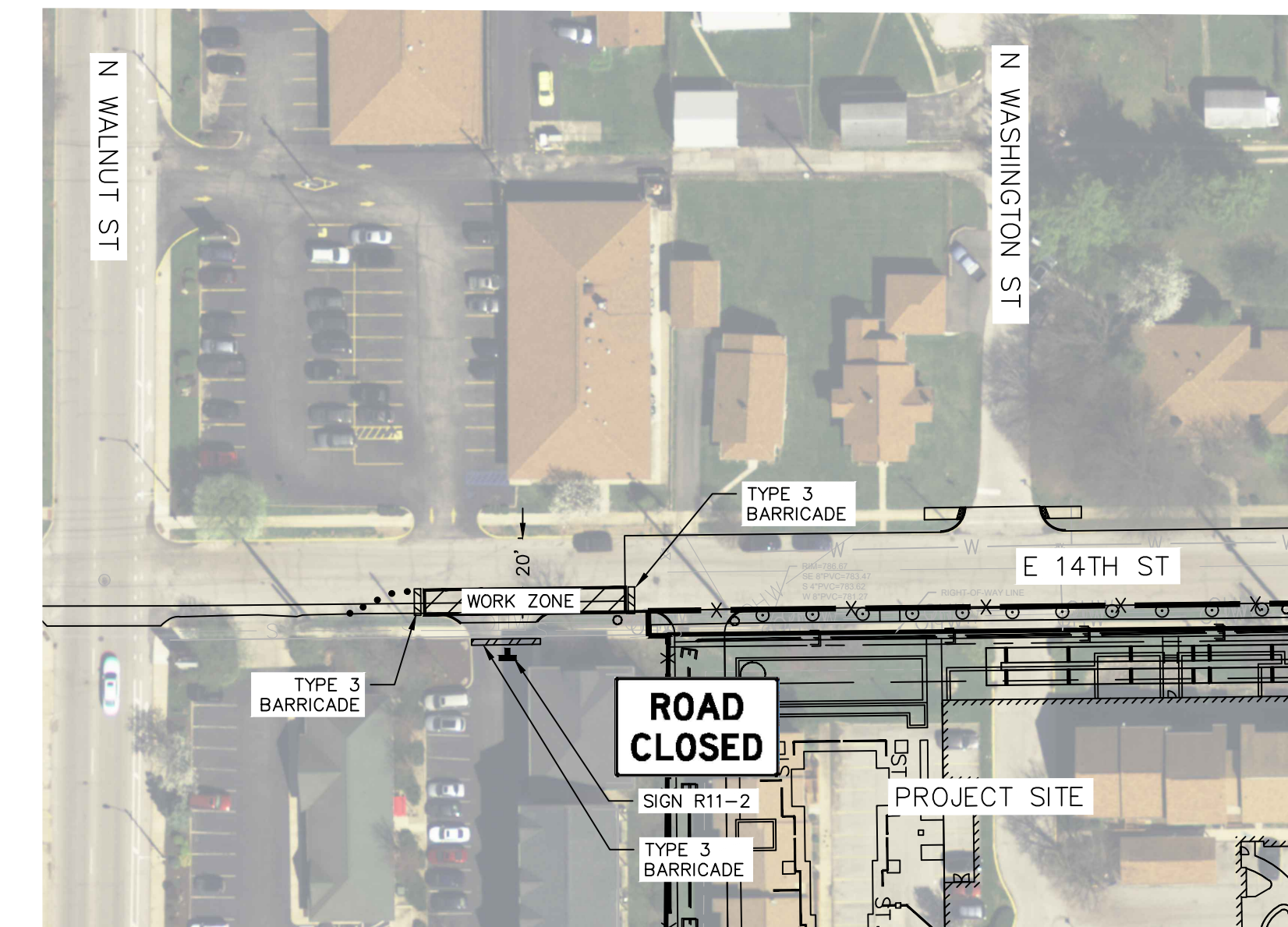
MAINTENANCE OF TRAFFIC PLAN DURING N WALNUT ST CLOSURE PHASE 3A



MAINTENANCE OF TRAFFIC PLAN DURING N WALNUT ST CLOSURE PHASE 3B



MAINTENANCE OF TRAFFIC PLAN DURING E 14TH ST PHASE 3C CLOSURE



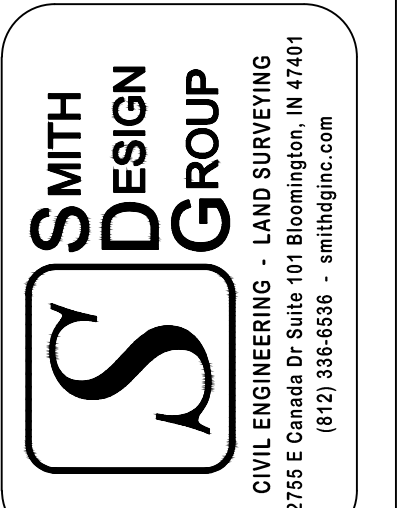
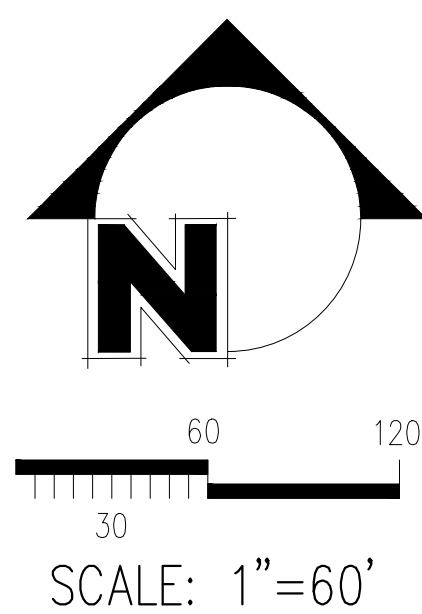
MAINTENANCE OF TRAFFIC PLAN DURING E 14TH ST PHASE 3D CLOSURE

MAINTENANCE OF TRAFFIC NOTES

- THIS PLAN IS TO BE USED DURING WORKING HOURS. N WALNUT ST IS TO BE REOPENED AT THE END OF EACH WORK DAY. TEMPORARY METAL PLATES MAY BE USED WHEN NECESSARY. WARNING SIGNS (MUTCD W8-24) MUST BE PLACED 350 FEET IN ADVANCE OF ANY STEEL PLATES WITHIN THE ROADWAY.
- CONTRACTOR IS TO MAINTAIN ACCESS TO ALL DRIVEWAYS AT ALL TIMES. CONTRACTOR IS TO WORK CLOSELY WITH LOCAL RESIDENTS SO THEY ARE AWARE OF HOW TO ACCESS THEIR PROPERTIES DURING CONSTRUCTION. METAL PLATES MAY BE USED FOR TEMPORARY VEHICULAR ACCESS THROUGH THE CONSTRUCTION AREA IF NECESSARY.

MAINTENANCE OF TRAFFIC LEGEND

- CHANNELIZING DEVICE (DRUM)
- ▨ LONGITUDINAL CHANNELIZING DEVICE
- X— CONSTRUCTION FENCE



07/20/2021

THE STANDARD AT  
BLOOMINGTON  
301 E BROWNSTONE DR  
BLOOMINGTON IN 47408

REVISIONS	BY	DATE

DESIGNED BY KCK, DJK	DRAWN BY KCK, DJK	CHECKED BY KES	DATE 4/22/21
-------------------------	----------------------	-------------------	-----------------

JOB NUMBER  
**5919**  
SHEET  
**1 OF 1**  
DATE  
10/27/2021  
PHASE 3 MOT  
PLAN  
STORM SEWER  
INSTALLATION



# CITY OF BLOOMINGTON

## RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130  
P.O. Box 100  
Bloomington, IN 47402  
Phone: (812) 349-3913  
Fax: (812) 349-3520  
Email:  
engineering@bloomington.in.gov

ADDRESS OR NEAREST ADDRESS  
OF RIGHT OF WAY ACTIVITY: 350 E. 14th Street

### A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: Eric Schulte - Project Manager - Landmark Urban Construction  
E-MAIL: eric.schulte@landmarkproperties.com  
COMPANY: Landmark Urban Construction  
ADDRESS: 315 Oconee St.  
CITY, STATE, ZIP: Athens, GA 30601  
24-HR EMERGENCY CONTACT NAME: Chris Monahan  
24-HR CONTACT PHONE #: (951)-345-8805  
ADDITIONAL INFO:  
\*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

**\*\*SUBCONTRACTOR INFORMATION\*\***

(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: RH Marlin

IS THIS A  CBU\*  COUNTY\*  IU\*  NP\* PROJECT?  
PROJECT NAME: \_\_\_\_\_  
PROJECT #: \_\_\_\_\_  
PROJECT MGR.: \_\_\_\_\_  
PROJECT MGR. #: \_\_\_\_\_

\*CBU = CITY OF BLOOMINGTON UTILITIES \*COUNTY = MONROE COUNTY  
\*IU = INDIANA UNIVERSITY \*NP= NOT-FOR-PROFIT AGENCY

### B. WORK DESCRIPTION:

POD/DUMPSTER  CRANE  SCAFFOLDING  CONSTRUCTION USE\*  GAS  ELECTRIC  SANITARY SEWER  WATER  
 TELECOM  OTHER (EXPLAIN): Storm Sewer Work  
\*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

#### WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?

STREET NAME(S): Intersection of Walnut and 14th Street / 14th Street

SIDEWALK\*  ROAD CLOSURE  LANE CLOSURE:  1  2  3  
 BIKE LANE  BUS STOP  ON-STREET PARKING\*  ALLEY

\*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW  
\*ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE COORDINATED WITH PARKING SERVICES

START DATE: 4/13/22 END DATE: 5/13/2022 # OF DAYS\*: 31

REQUESTED CLOSURE HOURS: 6:00 AM - 10:00 PM

\*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)

ADDITIONAL NOTES:

#### WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)?

LxWxD OF PAVEMENT\* EXCAVATIONS : 250 x 5 x 6

\*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS

LxWxD OF NON-PAVEMENT\* EXCAVATIONS: \_\_\_\_\_

\*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE

LINEAL FT OF BORE\*:

\*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS

# OF POLE INSTALL/REMOVAL: \_\_\_\_\_

LxWxD OF SIDEWALK RECONSTRUCTION\*:

\*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED

LxWxD OF SIDEWALK NEW CONSTRUCTION\*:

\*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE

# OF DRIVEWAY INSTALLATIONS: \_\_\_\_\_

### C. INDEMNIFICATION AGREEMENT:

The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

PRINT NAME: Eric Schulte

SIGNATURE: [Signature]

DATE: 4/6/22



TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544  
CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.

For Administration Use Only (applicable to CLOSURE approval)

Approved By: \_\_\_\_\_  Staff  BPW  City Engineer  PW Director Date: \_\_\_\_\_

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



## Board of Public Works Staff Report

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**Project/Event:** Request from Carmel Construction Inc.  
**Staff Representative:** Mike Stewart  
**Petitioner/Representative:** Jack Oved, Carmel Construction Inc.  
**Date:** April 12th, 2022

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**Report:** Carmel Construction Inc. is requesting the use of two metered parking spaces on West 6<sup>th</sup> Street, between North Morton Street and North College Avenue, to accommodate a dumpster for a remodeling project at 245 N. College Avenue. Carmel Construction Inc. intends to utilize the metered spaces throughout the duration of the project until May 30th. Carmel Construction Inc. originally received approval from the Board of Public Work, on March 15<sup>th</sup>, 2022 to utilize these spaces during Fridays, Saturdays, and Sundays. Carmel Construction Inc. found that they required the utilization more frequently to accommodate the level of trash generated from the renovation. This request was approved by Parking Services at the staff level for the dates of April 4<sup>th</sup>- April 12<sup>th</sup>. Carmel Construction has paid all previous meter fees and will intend to pay upcoming meter fees if approved by the Board of Public Works.

## Carmel Construction Inc.

7803 Kilbride Ln.

Dallas, TX. 75248

March 7, 2022

Board of public works

City of Bloomington

401 N. Morton St.

Bloomington, IN.

Re : Request for two parking spots on 6<sup>th</sup> street

Dear Board Members

Carmel Construction is remodeling the interior rooms at the Hilton Garden Inn located at 245 N. College Ave. Bloomington. We are changing carpet, wallpaper and furniture.

In order to complete our work we need to place a 40 yard dumpster on the side street which is 6<sup>th</sup> street. Corner of N. College Ave. We need to parking spots.

The placement of the dumpster will not interfere nor restrict any traffic on the street.

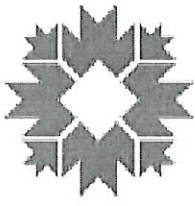
We would like to secure the two parking spots for the duration of the project that will last through the end of May 2022.

Thank You

Jack Oved, Carmel Construction Inc.

A handwritten signature in black ink, appearing to read "Jack Oved", written over the typed name.






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

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

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

ROW EXCAVATION  ROW USE

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

<b>A. APPLICANT/AGENT INFORMATION:</b> APPLICANT NAME: <u>JACK OVED</u> E-MAIL: <u>JACKO@CCIN.HOSPITALITY.COM</u> COMPANY: <u>Carmel Construction Inc.</u> ADDRESS: <u>7803 Kellzide Ln.</u> CITY, STATE, ZIP: <u>Dallas, TX. 75248</u> 24-HR EMERGENCY CONTACT NAME: <u>JACK OVED</u> 24-HR CONTACT PHONE #: <u>214-674-3538</u> INSURANCE #*: _____ COMPANY: _____ BOND #*: _____ COMPANY: _____ *INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	<b>D. TRAFFIC CONTROL DEVICES*:</b> <input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER *PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet
<b>**SUBCONTRACTOR INFORMATION**</b> (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____	<b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N</b> IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
<b>B. WORK DESCRIPTION:</b> <input checked="" type="checkbox"/> POND/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>trash removal from the HOI</u> *EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	<b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b> PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY
<b>C. RIGHT OF WAY TO BE USED/CLOSED:</b> STREET NAME 1: <u>6th street</u> 1ST INTERSECTING STREET NAME: <u>N. college ave.</u> 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: <u>4, 4</u> END DATE: <u>4, 16</u> # OF DAYS*: _____ STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: _____ *SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	<b>G. EXCAVATIONS:</b> SQ FT OF PAVEMENT* EXCAVATIONS: _____ *PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ *DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE LINEAL FT OF BORE*: _____ *BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ *CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE #RESIDENTIAL DRIVEWAY INSTALLATION: _____
<b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b> STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM *non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	 TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.
	<b>H. INDEMNIFICATION AGREEMENT:</b> The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>JACK OVED</u> SIGNATURE: <u>[Signature]</u> DATE: <u>4.4.2022</u>

For Administration Use Only (applicable to CLOSURE approval)

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

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





## Board of Public Works Staff Report

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**Project/Event:** Alley Right-of-Way Vacation – Alleys located between W. 10<sup>th</sup> Street, W. Cottage Grove Avenue, and N. Monroe Street

**Petitioner/Representative:** Solomon Lowenstein/Planning and Transportation Department

**Staff Representative:** Liz Carter, Senior Zoning Compliance Planner

**Date:** 04/12/2022

---

**Report:** Mr. Lowenstein has requested a vacation of a few unimproved alleys which are located south of W. Cottage Grove Avenue, west of N. Monroe Street, and east/north of W. 10<sup>th</sup> Street. No development is currently being proposed in conjunction with this vacation.

As part of the Right of Way Vacation process, utilities and public safety entities are contacted so that they may provide feedback on a proposed vacation. The Planning and Transportation Department did receive responses from several of the utilities and public safety entities who were asked for comment. The responses are attached.

Right of Way Vacation petitions are ultimately decided by City Council. However, it has been standard practice for the Board of Public Works to issue a recommendation which will be included in the materials presented to the City Council.

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City of Bloomington  
Planning and Transportation Department

PETITION FOR VACATION OF PUBLIC RIGHT-OF-WAY

Filing Date \_\_\_\_\_ Ordinance # \_\_\_\_\_  
Filing Fee Paid \_\_\_\_\_ BPW Resolution # \_\_\_\_\_

1<sup>st</sup> Reading \_\_\_\_\_  
Committee \_\_\_\_\_  
Final Hearing \_\_\_\_\_

Address of Property 1002-1010 W. 10<sup>TH</sup> STREET

Applicant's Name SOLOMON L. LOWENSTEIN, JR.

Address 1006 W. 10<sup>TH</sup> STREET BLOOMINGTON, IN Phone 260/704-2424

E-Mail SOLOMON@LOWENSTEINLAW.NET 47404

Counsel ~~or Consultant~~ SOLOMON L. LOWENSTEIN, JR.

Address 614 W. BERRY STREET, SUITE 11  
FORT WAYNE, IN 46802

E-Mail \_\_\_\_\_  
OFFICE: 260/422-4655

DAVID L. FERGUSON  
403 E. SIXTH STREET, BLOOMINGTON  
Phone 812/332-2113 IN 47408  
DLF@FERGLAW.COM

This application must be accompanied by all required submittals as stated in the information packet for vacation of public right-of-way. Staff reserves the right to schedule hearing dates for petitions subject to complete submittals. Notices to adjacent property owners should not be mailed until hearing dates have been confirmed.

\_\_\_\_\_ The undersigned agree that the applicant will notify all adjacent property owners by certified mail at the applicant's expense.

I (we) further agree that the applicant will cause a legal notice of this application to be published in a paper having general circulation in Bloomington at the applicant's expense.

I (we) certify that all foregoing information is correct and that I (we) are the owners (legal agents for owners) of property adjacent to the proposed vacation of public right-of-way which is the subject of this application.

Signature:

## SOLOMON L. LOWENSTEIN, JR.

Attorney at Law

Tel: (260) 422-4655

Fax: (260) 422-4815

Solomon@lowensteinlaw.net

614 W. Berry St. Ste. A

Fort Wayne, IN 46802

March 30, 2021

City of Bloomington  
Planning and Transportation Department  
401 N. Morton Street  
Bloomington, IN 47404

Attn: Elizabeth Carter

Re: Petition for vacation of public rights-of-way  
Pre-petition review process  
Lots 11, 12, 15, and 18, Lone Star Addition

Dear Members of the City of Bloomington Planning Commission:

Before you is presented a Petition to vacate certain connected unimproved 12-foot wide rights-of-way in Lone Star Addition to the City of Bloomington, specifically those unimproved rights-of-way bordering Lots 11, 12, 15, and 18, all of which Lots are owned by the Applicant herein, for a pre-petition review process. Applicant jointly owns Lot 11 with Julia G. Beerman who joins in this Petition and who is represented by the Applicant.

The Lots and rights-of-way are shown on the recorded instrument dated April 6, 1928 (Exhibit 1) which was the only drawing shown to and approved by the Bloomington Common Council on April 3, 1928 following approval by the City Plan Commission on March 7, 1928. (Exhibit 2) However, what is not shown nor drawn are the existing improvements on the herein Lots at the time of recording of the rights-of-way or alleyways. According to the historical Property Record Card records found affecting these Lots, the following improvements preexisted the April 6, 1928 final governmental approval on W. 10<sup>th</sup> Street (formerly Diamond Street): Lot 11, house and garage built 1920 (1010 W. 10<sup>th</sup> Street); Lot 12 house built 1900 (1008 W. 10<sup>th</sup> Street) (no garage). On Lot 18 (1002 W. 10<sup>th</sup> Street), the house was built 1930. The attached survey for Lot 11 (1010 W. 10<sup>th</sup> Street) shows one-half of the garage cut off by the right-of-way. The attached survey for Lot 12 (1008 W. 10<sup>th</sup> Street) shows one foot of the bathroom cut off by the right-of-way. (Collectively one survey, Exhibit 3) The survey of Lot 18 (1002 W. 10<sup>th</sup> Street) (and unimproved Lot 19) shows one foot of the house is cut off by the right-of-way. The survey for Lot 15 shows the current location of the right-of way to the existing improvements.

Following the recommendation of your staff (Exhibit 4), on June 5, 1991, the Bloomington Common Council voted to vacate a 12-foot wide by 150-foot long platted alleyway (right-of-way recorded April 6, 1928) between Lots 10 and 13 in Lone Star

Addition. The minutes from the June 5, 1991 Common Council meeting, in pertinent part, are as follows: "Ordinance 91-29 be read by title only. . . .The synopsis and committee recommendation of 7-0 was given. . . .Tim Mueller said that the petitioners house encroaches into the alley. They wish to build an addition to their house. **It is extremely unlikely that the alley would ever be used for any public purpose.**" (emphasis added) In fact, for over 92 years the subject rights-of-way have never been used for any public purpose except for utility purposes. The only significant change in Lone Star Addition which affects this Petition is the subsequent construction of the B-Line Trail which is adjacent to W. 10<sup>th</sup> Street to the South (across the street from the Lots in issue) and which further negates the public purpose need and usage of the subject rights-of-way for pedestrian and/or human powered equipment (i.e. bicycles and skateboards).

The requested Lots and the dimensions (see Exhibit 5) requested to be vacated are as follows:

Between Lots 11 and 12 app. 92.88 feet long (at Lot 11) and app. 87.44 feet long (at Lot 12) by 12 feet wide;

Lot 11 (rear) app. 100 feet long by 12 feet wide bordering rear of Lot 10;

Lot 12 (rear) app. 50 feet long by 12 feet wide bordering rear of Lot 13;

Lot 15 (rear) app. 139.12 feet long by 12 feet wide bordering rear of Lots 14-17;

and,

Lot 18 (side) app. 147.27 feet long by 12 feet wide bordering east side of Lot 17.

Currently there exists no pedestrian nor vehicular traffic, no trash pick-up, nor emergency access from the current rights-of-way. The rights-of-way are too narrow for any such vehicles even if the rights-of-way were to be improved. Additionally, there exists too much vegetation, old growth and new growth trees and the terrain is too steep for any such alleyway (adjacent to Lots 15 and 18) improvements. The existing garage located in one-half of the right-of-way at 1010 W. 10<sup>th</sup> Street opens to W. 10<sup>th</sup> Street. All driveways face W. 10<sup>th</sup> Street and do not extend into the northern right-of-way being requested to be vacated. Applicant doubts that there would be any future potential for public utilization of the current rights-of-way of any future land use other than from the Applicant's current maintenance. Additionally, based upon the location and dimensions of the rights-of-way in issue, no anticipated development (other than a request for a set-back variance for residential improvements to existing structures and construction permits for repairs to existing improvements) is anticipated. Off street parking in the vacated right-of-way for Lot 18 would enhance the usability of the improvement located thereon. The vacation of these rights-of-way would increase the land mass of the affected lots to bring the Lot dimensions more squarely in line with the other Lots in Lone Star Addition.

In November 2018, the water department, without prior notice, but later with permission, used the driveway and rear yard at 1008 W. 10<sup>th</sup> Street to access a water line problem (outside the 12-foot alleyway) on Lot 13 as the personnel could not get their equipment into the right-of-way. If the water utility was unable to get equipment into the

area without access via the existing driveway, the hand labor to dig up the water line problem would have taken at least 30 man hours. Shortly thereafter, in March 2019, a severe windstorm caused the power line pole in the right-of way at 1008 W. 10<sup>th</sup> Street to break apart causing a disruption in electrical (and gas furnaces) and internet service for residents of W. 10<sup>th</sup> Street and W. Cottage Grove. Once again, the only access for replacement of the broken pole was via the existing driveway at 1008 W. 10<sup>th</sup> Street (not part of the right of way) due to the size of the equipment required. Once again permission to use the existing driveway was given. (Exhibit 6, pictures).

Applicant acknowledges that any vacation of the requested rights-of-way does not impinge upon the utilities right of access to repair the existing utilities in place. I. C. § 36-7-3-16. Applicant hereinafter offers a solution to utility access if this vacation request is recommended and subsequently approved.

Applicant herein agrees to prepare and execute a perpetual ingress-egress easement over the existing driveway and rear yard on Lot 12 (1008 W. 10th Street which is currently not part of the existing right-of-way) for utility purposes only in consideration for approval of this right-of-way application. See, Exhibit 7 for location purposes.

There exists no need for pedestrian/emergency and vehicular traffic due to the adjacent streets, W. 10th Street, W. Cottage Grove, and Monroe Street as well as the B-Line which is adjacent to W. 10th Street; the B-Line is approximately 20 feet from W. 10th Street with access points from Adams Street and W. Cottage Grove. Vehicular access currently does not exist nor is it anticipated to be needed in the future as there is no business private property to access, no need for additional access to the current residential properties, no adjacent schools or churches or other public properties due to their non-existent nature in the area adjacent to the rights-of-way in issue. The public purpose for an easement instead of the rights-of-way have been addressed herein.

By approving this application, although minimal additional taxes will be assessed for the benefit of the City, these additional taxes will produce new revenue to assist in meeting Bloomington's community goals. The larger economic value to the city is no maintenance expense nor potential financial liability exposure for property damage or injury to the residents and their invitees.

The rights-of-way will remain in their current green space state; either they are too narrow to build upon (the utilities could force any improvement be removed within the vacated areas), or there already exists buildings encroaching in them. The proposed use supports the position of keeping Bloomington green.

The following are the four statutory grounds (I. C. §36-7-3-13) upon which objection may be made to this vacation Petition which the Applicant submits are in favor of granting this Petition, specifically: 1) The vacation of the rights-of-way will not hinder any growth nor development of the neighborhood (Lone Star Addition) in which they are located; 2) The vacation of these rights-of-way will not make access to the

properties owned by Applicant or other lot owners in Lone Star Addition difficult or inconvenient; 3) The vacation of these rights-of-way will not hinder the public's access to a church, school, or other public building or place as none are adjacent or accessible by these rights-of-way; and, 4) The vacation of these rights-of-way will not hinder the use of these unimproved alleyways by either the neighborhood in which it is located or any contiguous neighborhood as there exists no such use by the public.

Such a split allows for the adversely affected Lots' owner to remedy the existing encroachment issues and provide other Lot owners with the opportunity to obtain an additional 6 feet of vacated area towards compliance with current set back requirements.

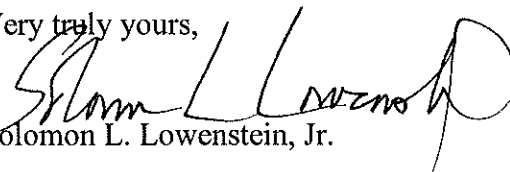
There is no issue with future non-compliance regarding subdivision ordinance, zoning, access control off-street parking anticipated development or change-of-use. The master plan thoroughfare plan neighborhood plan or any special plan will not be affected in any way.

The vacation approval will not set any precedent as the facts supporting this Application as set forth herein are unique to this Addition and overcome the statutory objections for denial of this Petition.

A list of the affected adjacent property owners and addresses are attached as Exhibit 8 hereto.

If additional information is needed, please contact the undersigned. Thank you for your attention and consideration in this matter.

Very truly yours,



Solomon L. Lowenstein, Jr.

SLL/  
Enc.

# SOLOMON L. LOWENSTEIN, JR.

Attorney at Law

Tel: (260) 422-4655  
Fax: (260) 422-4815

Solomon@lowensteinlaw.net

614 W. Berry St. Ste. A  
Fort Wayne, IN 46802

October 18, 2021

City of Bloomington  
Planning and Transportation Department  
401 N. Morton Street  
Bloomington, IN 47404

Attn: Elizabeth Carter

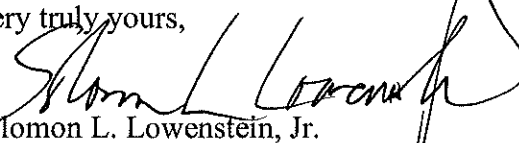
Re: Petition for vacation of public rights-of-way  
Pre-petition review process  
Lots 11, 12, 15, and 18, Lone Star Addition  
Unknown Application No.

Dear Ms. Carter:

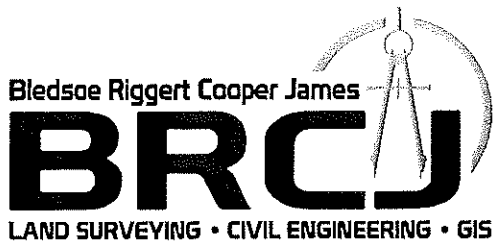
Pursuant to your request, enclosed please find a metes and bounds legal description for the area shown on the previously attached surveys for the requested vacation of public rights-of-way (alley vacation) for the undersigned's Petition, previously submitted on April 1, 2021. There have been no additional materials requested from the undersigned. I am enclosing a current check payable to the City of Bloomington in the sum of \$500.00 for the application fee.

Please promptly process this Petition for review and submission to the Board of Public Works. Thank you for your prompt cooperation in this matter.

Very truly yours,

  
Solomon L. Lowenstein, Jr.

SLL/  
Enc.



**ALLEY VACATION LEGAL DESCRIPTION**  
PART OF LONE-STAR ADDITION TO  
BLOOMINGTON, INDIANA  
SECTION 32, T9N, R1W MONROE CO.,  
INDIANA  
JOB No. 10823  
Client and Owners Name: Solomon  
Lowenstein

A part of Lone-Star Addition to Bloomington, Indiana in Section 32, Township 9 North, Range 1 West, Monroe County, Indiana, as shown on an alley vacation exhibit prepared by Christopher L. Porter, LS21200022, Bledsoe Riggert Cooper & James, Inc., Job Number 10823, prepared October 13, 2021, described as follows:

**Beginning** at the southeast corner of Lot 11 of said Lone-Star Addition; thence along the extended east line of said Lot 11 NORTH 01 degrees 01 minutes 25 seconds WEST a distance of 104.88 feet to the southeast corner of Lot 10 of said Lone-Star Addition; thence along the extended south lines of Lot 13, Lot 14, Lot 16 and Lot 17 of said Lone-Star Addition NORTH 90 degrees 00 minutes 00 seconds EAST a distance of 220.45 feet to the southeast corner of said Lot 17; thence along the east line of said Lot 17 NORTH 00 degrees 22 minutes 14 seconds EAST a distance of 150.12 feet to the northeast corner of said Lot 17; thence along the extended north line of said Lot 17 SOUTH 89 degrees 37 minutes 46 seconds EAST a distance of 12.00 feet to the northwest corner of Lot 18 of said Lone-Star Addition; thence along the west line of said Lot 18 SOUTH 00 degrees 22 minutes 14 seconds WEST a distance of 147.27 feet to the southwest corner of said Lot 18; thence SOUTH 64 degrees 36 minutes 49 seconds WEST a distance of 34.46 feet to the easternmost corner of Lot 15 of said Lone-Star Addition; thence along the north line of said Lot 15 and the north line of Lot 12 of said Lone-Star Addition NORTH 90 degrees 00 minutes 00 seconds WEST a distance of 189.12 feet to the northwest corner of said Lot 12; thence along the west line of said Lot 12 SOUTH 01 degrees 01 minutes 25 seconds EAST a distance of 87.44 feet to the southwest corner of said Lot 12; thence SOUTH 65 degrees 26 minutes 33 seconds WEST a distance of 13.09 feet to the point of beginning, containing 5441 square feet, more or less.



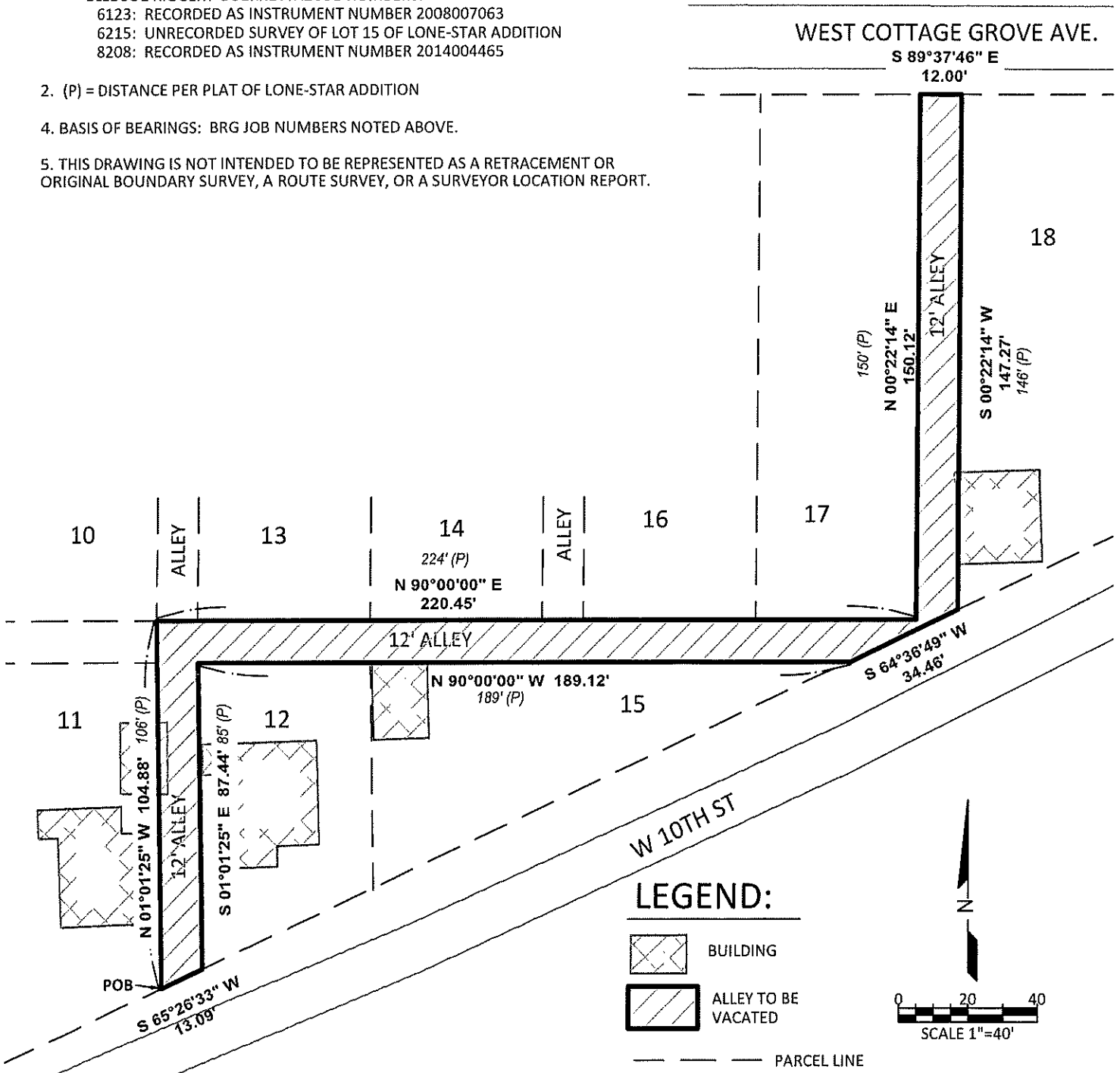
**ALLEY VACATION EXHIBIT**  
 A PART OF LONE-STAR ADDITION TO  
 BLOOMINGTON, INDIANA  
 SECTION 32, T9N, R1W MONROE CO.,  
 INDIANA

JOB No. 10823

Client and Owners Name: Solomon  
 Lowenstein

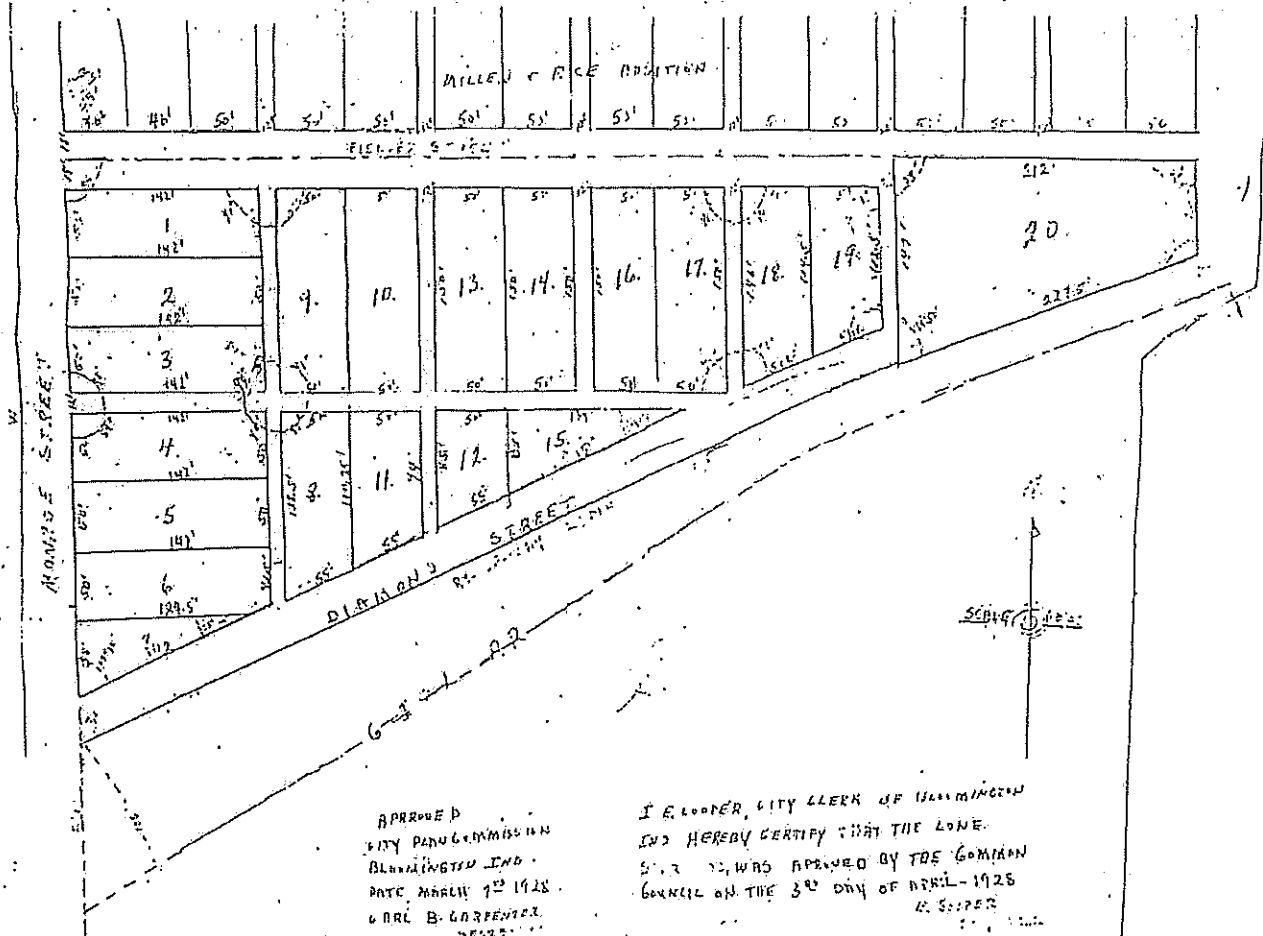
NOTE:

1. SEE THE FOLLOWING SURVEYS FOR BOUNDARY LINE INFORMATION:  
 PLAT OF LONE-STAR ADDITION FOUND IN PLAT CABINET B, ENVELOPE 49  
 BLEDSOE RIGGERT GUERRETTAZ JOB NUMBERS:  
 6123: RECORDED AS INSTRUMENT NUMBER 2008007063  
 6215: UNRECORDED SURVEY OF LOT 15 OF LONE-STAR ADDITION  
 8208: RECORDED AS INSTRUMENT NUMBER 2014004465
2. (P) = DISTANCE PER PLAT OF LONE-STAR ADDITION
4. BASIS OF BEARINGS: BRG JOB NUMBERS NOTED ABOVE.
5. THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT.



71

# LOVE-STAR ADDITION TO BLOOMINGTON IND.



APPROVED  
 CITY PLAN COMMISSION  
 BLOOMINGTON IND.  
 DATE MARCH 12 1928  
 CARL B. CARPENTER

I, R. LOOPER, CITY CLERK OF BLOOMINGTON  
 IND. HEREBY CERTIFY THAT THE LOVE-  
 STAR PLAT WAS APPROVED BY THE COMMON  
 COUNCIL ON THE 30<sup>TH</sup> DAY OF APRIL 1928  
 R. LOOPER

#107700. Vol. 208 p. 339  
 Jackson H. Alley

APRIL 13 1928  
 RECEIVED FOR RECORD  
 APRIL 16 1928 AT 7:20 A.M.  
 FELIX J. BROWN, RECORDER  
 FEE \$3.50

DULY ENTERED FOR TAXATION  
 APRIL 16 1928  
 ALVA ELLER, TAX



This is to certify that the above is  
 a true and correct copy of the original  
 document in file in the office of the  
 Recorder, Marion County, Indiana  
 Inst. No. MAY CABINET 6 - P. 49  
 (1000 510/100) 12-17-23  
 Recorder Date

The Common Council of the City of Bloomington, Indiana, met in regular session in their council chamber at 7:30 P.M. on the 3rd day of April, 1928, with mayor John L. Hetherington presiding.

## Roll Call:

Present: Barnhill, Blair, Bunger, Dillman, Hawkins, McAninch, Myers, Rogers, Stout.

Absent: None.

The minutes of the last regular session held on the 20th day of March, 1928, were read and approved.

The Randall Brothers ask permission to cut the curb in the north side of Second Street just east of Henderson street for the purpose of making a driveway.

Dillman moves and Stout seconds that permission be granted as requested, the work to be done under the supervision of the City Civil Engineer. Motion carried.

## BIDS FOR PUBLIC IMPROVEMENTS.

This being the time set and advertised for receiving bids for the following public improvements, to wit:-

- |     |   |
|-----|---|
| (1) | Improvement Resolution No. 2, 1928, South Lincoln Street. |
| (2) | " " " No. 3, 1928, Grimes Lane.                           |
| (3) | " " " No. 4, 1928, Hunter Avenue extension.               |
| (4) | " " " No. 5, 1928, West Second Street.                    |
| (5) | " " " No. 9, 1928, Highland Avenue.                       |
| (6) | " " " No. 12, 1928, West Eleventh Street.                 |
| (7) | " " " No. 6, 1928, Lade Addition Sewer.                   |
| (8) | " " " No. 10, 1928, Highland Avenue District Sewer.       |
| (9) | " " " No. 11, 1928, South Madison Street Sewer.           |

The Clerk is directed to open all bids on file.

The following bids being the only bids on file are now opened and presented to the council.

## IMPROVEMENT RESOLUTION No. 2, South Lincoln Street.

Kerr & Murphy	\$46,193.77	concrete
Buskirk & Dodds	48,820.00	"
U.R. Price & Co.	48,693.00	"
Andrews Asphalt Paving Co.	44,639.11	" \$49,642.61 Asphalt.

## IMPROVEMENT RESO. No. 3, Grimes Lane.

Kerr & Murphy	\$6,528.75	cement
Buskirk & Dodds	6,725.00	"
U.R. Price & Co.	6,250.00	"
Andrews Asphalt Paving Co.	5,841.98	" \$9,581.28 Asphalt.

## IMPROVEMENT RESO. No. 4, Hunter Avenue.

Kerr & Murphy,	\$9,523.77	cement.
Buskirk & Dodds	9,442.00	"
U.R. Price & Co.	9,007.00	"
Andrews Asphalt Paving Co.	8,512.28	" \$9,581.28 Asphalt.

## IMPROVEMENT RESO. No. 5, Second Street.

Kerr & Murphy,	\$29,500.25	cement.
Buskirk & Dodds,	27,463.00	"
U.R. Price & Co.	29,967.00	"
Andrews Asphalt Paving Co.	26,828.42	" \$30,285.42 Asphalt.

## IMPROVEMENT RESO. No. 9, Highland Avenue.

Kerr & Murphy	\$5,123.28
Buskirk & Dodds,	4,812.00
U.R. Price & Co.	4,497.00

## IMPROVEMENT RESO. No. 12, West 11th Street.

Kerr & Murphy,	\$7,712.70
Buskirk & Dodds,	7,670.00
U.R. Price & Co.	7,400.00

## IMPROVEMENT RESO. No. 6, Lade Addition Sewer.

William Fleetwood,	\$1100.40
Ed Duncan,	1075.00
Buskirk & Dodds,	972.30

## IMPROVEMENT RESO. No. 10, Highland Ave. District Sewer.

William Fleetwood,	\$1780.80
--------------------	-----------

EXHIBIT 2

Ed Duncan, \$1752.20  
 Buskirk & Dodds, 1773.00

IMPROVEMENT RESO. No. 11. South Madison St. Sewer.  
 William Fleetwood, \$3839.20  
 Ed Duncan, 3849.00  
 Buskirk & Dodds, 3779.00

IMPROVEMENT RESOLUTION No. 14, 1928.  
 South Madison Street.

This being the time set and advertised for hearing remonstrances against the improvement of South Madison street from Grimes Lane to Hillside Drive, and no remonstrances having been filed or presented to the council, Blair moves and Myers seconds the adoption of a resolution confirming in all things the original resolution heretofore adopted by the council in this matter, and said improvement is set for letting of contract at 7:30 P.M. on the 17th day of April, 1928.

Roll Call on adoption of resolution:

Ayes: Barnhill, Blair, Bunger, Dillman, Hawkins, McAninch, Myers, Rogers, Stout.

Noes: None. Motion carried and resolution declared adopted.

Said Resolution reads as follow :-

CONFIRMATORY RESOLUTION.

IMPROVEMENT RESOLUTION No. 14, 1928.

The Common Council of the City of Bloomington, Indiana, meets to hear all persons interested or whose property is affected by the following public improvement, to wit: - the improvement of South Madison Street from the south property line of Grimes Lane to the north property line of Hillside Drive, by grading and paving the roadway and building cement sidewalks, curbs and gutters, according to plans and specifications provided by Improvement Resolution No. 14, 1928.

After hearing all persons interested who appeared and being fully advised in the premises, the Common Council decides that the benefits to the property liable to be assessed for said improvement are equal to the estimated cost of the same as reported by the City Civil Engineer, and the same is hereby confirmed without modification.

Passed and adopted this 3rd day of April, 1928.

John L. Hetherington,  
 Presiding officer.

Attest:

E. Cooper, City Clerk.

Approved and signed by me this 4 day of April, 1928.

John L. Hetherington, Mayor.

IMPROVEMENT RESOLUTION No. 33, 1927.

This being the time set and advertised for hearing remonstrances against the primary assessment roll on account of the local sanitary sewer in and along South Lincoln street from a point 200 feet south of Driscoll Drive to a point 143 feet south of Wilson Drive, and no remonstrances having been filed or presented to the council, Myers moves and Dillman seconds the adoption of a resolution confirming in all things the original assessment roll heretofore approved and adopted by the council.

Roll Call on adoption of resolution:

Ayes: Barnhill, Blair, Bunger, Dillman, Hawkins, McAninch, Myers, Rogers, Stout.

Noes: None. Motion carried and resolution declared adopted.

Said Resolution reads as follows: -

CONFIRMATORY RESOLUTION:

ASSESSMENT ROLL.

IMPROVEMENT RESOLUTION No. 33, 1927.

The Common Council of the City of Bloomington, Indiana, meets to hear remonstrances, if any, of persons primarily assessed on account of the construction of a local sanitary sewer in and along South Lincoln Street from a point 200 feet south of Driscoll Drive to a point 143 feet south of Wilson Drive, in accordance with the plans and specifications provided by Improvement Resolution No. 33, 1927.

After hearing all persons interested who appeared, the Common Council approves a final assessment roll, confirming in all things the original assessment roll as heretofore approved, and allows a final estimate for the construction of said improvement of \$1058.40 in favor of Fred Campbell, contractor.

Passed and adopted this 3rd day of April, 1928.

John L. Hetherington, Presiding officer and  
 Mayor.

Attest: E. Cooper, City Clerk.

Approved and signed by me this 4 day of April, 1928.  
John L. Hetherington, Mayor.

Comes now J. F. Neill and presents his petition to cut the curb in front of the property located at No. 413 South Highland Avenue for the purpose of constructing a drive way eight feet wide, the same to be done under the supervision and direction of the City Engineer.

McAninch moves and Blair seconds that permission be granted as petitioned. Motion carried.

Petition for Storm Sewer.

We, the undersigned property owners, affected by the improvement hereinafter mentioned, hereby petition you to construct a storm sewer on Davis Street between the east line of Walnut street and the west line of Washington street, in the City of Bloomington.

J. M. Hill, Rean Slow, Mrs. Anna D. Kerr, R. H. Osborne, Reg B. Stull, Joe L. Shields, R. E. Taylor.

Hawkins moves and McAninch seconds that the City Engineer be ordered to prepare plans and specifications for the improvement petitioned. Motion carried.

Petition to improve Atwater Avenue.

We, the undersigned property owners on Atwater Ave. respectfully petition your Honorable Body to improve said street from Highland Ave. to Jordan Ave. by building sidewalks, curb and gutters, paving and sanitary sewer.

W. C. and Esther M. Beem

Louis W. Hughes/

Myers moves and Dillman seconds that the City Engineer be ordered to prepare plans and specifications for the improvement of Atwater Avenue as petitioned. Motion carried.

Petition for sewer on North Indiana Ave.

We the undersigned property owners on Indiana Avenue, Bloomington, Indiana, petition your Honorable Board to consider the extension of the sewer on Indiana Avenue north from 13th street to 14th street.

James L. Wheeler, J. S. Morrison Jasper Davis, Newton Davis, Jane Wheeler. Ora J. Thompson. C. M. Gilmore, George Burks.

Blair moves and Barnhill seconds that the City Engineer be ordered to prepare plans and specification of such sewer as petitioned. Motion carried.

Dillman moves and Myers seconds that the Report of the Chief of the City Fire Department for the month of March, 1928, be approved by the council, and the same be placed on file. Motion carried.

At this time is presented to the council a resolution providing for the vacation of all north and south alleys in Park View Addition to the City of Bloomington, Indiana.

Bunger moves and Blair seconds that said resolution and matters connected therewith be referred to the City Attorney and the City Engineer for investigation to be reported back at the regular meeting of the council. Motion carried.

LONE STAR ADDITION TO THE CITY OF BLOOMINGTON.

Blair moves and Dillman seconds that the council approve the Plat of Lone Star Addition to the City of Bloomington, Indiana, as platted by W. T. Fielder and approved by the City Plan Commission.

Roll Call on motion:

Ayes: Barnhill, Blair, Bunger, Dillman, Hawkins, McAninch, Myers, Rogers, Stout.

Noes: None. Motion carried.

At this time is presented an ordinance appropriating the sum of \$548.76 to pay Thomas Finn for his assessment on account of the construction of the Henderson Street Storm Sewer, in consideration for and pursuant to a contract made for the right of way across the land of said Thomas Finn for said Storm Sewer.

Barnhill moves and McAninch seconds that said proposed ordinance be referred to the City Attorney for investigation.

Motion carried.

IMPROVEMENT RESOLUTION No. 16, 1928.  
NORTH LINCOLN STREET.

Dillman moves and Bunger seconds the adoption of a resolution ordering the improvement of North Lincoln Street from Fifteenth street to Seventeenth Street, by grading and paving the roadway and building cement sidewalks, curbs and gutters, and that the same be set for hearing remonstrances at 7:30 P.M. on the 1st day of May, 1928.

Roll Call on adoption of resolution:

Ayes: Barnhill, Blair, Bunger, Dillman, Hawkins, McAninch, Myers, Rogers, Stout.

Noes: None. Motion carried and resolution declared adopted.

Said Resolution reads as follows:-

IMPROVEMENT RESOLUTION No. 16, 1928.

Resolved by the Common Council of the City of Bloomington, Indiana, That it is deemed necessary to improve North Lincoln Street from the north property line of Fifteenth street to the south property line of Seventeenth street by grading and paving the roadway with Brick, Wooden Block, Concrete, Bituminous Concrete, laid on a six (6) inch gravel or broken stone concrete foundation from curb line to curb line, to a uniform width of 30 feet, including the space occupied by the gutters; placing the necessary marginal stone curbing, and curbing said roadway with cement combined curb and gutters, constructing cement sidewalks and placing street intersection monument covers, all as shown on plans, in accordance with the profile, details and specifications on file in the office of the City Clerk of said City, and such improvement is now ordered.

The cost of said improvement, exclusive of one half the cost of street and alley intersections, shall be assessed upon the real estate abutting on said street to be improved, and if deemed proper by said Common Council, upon property within 150 feet of the line of the street or alley to be improved, and upon the City of Bloomington, Indiana, and the remaining one half of the cost of street and alley intersections shall be apportioned upon the lands or lots abutting upon the street or alley intersecting the street or alley under improvement for a distance to the street line of the first street intersecting or extending across the said intersecting street or alley in either direction from the street or alley improved, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 8th, 1905, and in accordance with and pursuant to the provisions of all amendatory and supplemental acts thereto, passed by the General Assembly of the State of Indiana. Assessments of property owners, if deferred, are to be paid in ten equal annual installments, with interest at the rate of six per cent per annum. A bond or bonds shall be issued to the contractor in payment of such assessment. Under no circumstances shall the City of Bloomington be or be held responsible for any sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work except for such moneys as shall have been actually received by the City from the assessment for such improvement, or such moneys as said City is by said above entitled act, and the provisions of all acts amendatory and supplemental thereto, required to pay. All proceedings had, and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and amendments thereto.

Adopted this 3 day of April, 1928.

John L. Hetherington, Mayor.  
E. Cooper, City Clerk.

IMPROVEMENT RESOLUTION No. 17, 1928.  
NORTH WASHINGTON STREET.

Myers moves and Blair seconds the adoption of a resolution ordering the improvement of North Washington street from Sixteenth street to Seventeenth street by grading and paving the roadway and building cement sidewalks, curbs and gutters, and that said improvement be set for hearing remonstrances at 7:30 P.M. on the 1st day of May, 1928.

Roll Call on adoption of resolution:

Ayes: Barnhill, Blair, Bunger, Dillman, Hawkins, McAninch, Myers, Rogers, Stout.

Noes: None. Motion carried and resolution declared adopted.

Said Resolution reads as follows:-

## IMPROVEMENT RESOLUTION No.17,1928.

Resolved by the Common Council of the City of Bloomington, Indiana, That it is deemed necessary to improve North Washington Street from the north curb line of Sixteenth street to the south property line of Seventeenth street by grading and paving the roadway with Brick, Wooden Block, Concrete, Bituminous Concrete, laid on a six (6) inch, gravel or broken stone, foundation from curb line to curb line, to a uniform width of 30 feet, including the space occupied by the gutters; placing the necessary marginal stone curbing, and curbing said roadway with cement combined curb and gutter, constructing cement sidewalks and placing street intersection monument covers, all as shown on plans, in accordance with the profile, details and specifications on file in the office of the City Clerk of said City, and such improvement is now ordered.

The cost of said improvement, exclusive of one half the cost of street and alley intersections, shall be assessed upon the real estate abutting on said street to be improved, and if deemed proper by said Common Council, upon property within 150 feet of the line of the street or alley to be improved, and upon the City of Bloomington, Indiana, and the remaining one half of the cost of street and alley intersections shall be apportioned upon the lands or lots abutting upon the street or alley intersecting the street or alley under improvement for a distance to the street line of the first street intersecting or extending across the said intersecting street or alley in either direction from the street or alley improved. All according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations" approved March 6th, 1905, and in accordance with and pursuant to the provisions of all amendatory and supplemental acts thereto, passed by the General Assembly of the State of Indiana. Assessments of property owners, if deferred, are to be paid in ten equal annual installments, with interest at the rate of six per cent per annum. A bond or bonds shall be issued to the contractor in payment of such assessment. Under no circumstances shall the City of Bloomington be or be held responsible for any sums, due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessment for such improvement, or such moneys as said City is by said above entitled act, and the provisions of all acts amendatory and supplemental thereto, required to pay. All proceedings had, and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and amendments thereto.

Adopted this 3 day of April, 1928.

John L. Hetherington, Mayor.  
E. Cooper, City Clerk.

## ANNEXATION ORDINANCE.

Myers moves and Barnhill seconds that the rules be suspended and that an ordinance providing for the annexation of the following territory to the corporate limits of the City of Bloomington, Indiana, to wit: - beginning at a point, said point being in the southeast corner of Lot No. 9 in Railroad Park Addition; running thence south upon a line, said line being an extension of the west line of said lot, a distance of 291 feet, more or less, to a point, running thence east parallel to the south line of said lot to a point in the east line of South Walnut street; thence in a northeasterly direction along said east line to the southwest corner of Lot No. 7 in Wilson and Vermilya Addition, said point being in the present corporation line; and all the area lying between the above described line and the present corporation line being the area concerned in said annexation, be placed upon its final passage.

Roll Call on suspension of the rules:

Ayes: Barnhill, Blair, Bunger, Dillman, Hawkins, McAninch, Myers, Rogers, Stout.

Noes: None. Motion to suspend the rules carried.

Roll Call on final adoption of ordinance:

Ayes: Barnhill, Blair, Bunger, Dillman, Hawkins, McAninch, Myers, Rogers, Stout.

Noes: None. Motion carried and ordinance declared adopted.

Myers moves and McAninch seconds that a Committee, to be appointed by the Mayor, take up the matter, with the City Engineer, of a sanitary sewer in the south part of the city from Walnut street to the main

sewer line, and also in the matter of the improvement of North Walnut Grove Avenue. Motion carried.

The mayor appoints a council as a committee of the whole, and sets the time of meeting at 2 P.M. on Thursday, April, 5, 1928.

Rogers moves and Myers seconds that the City Clerk advertise for bids for hauling the city garbage, both for the city as a whole, and by quarters. Motion carried.

Hawkins moves and Dillman seconds that the City Civil Engineer be ordered to prepare plans and specifications for marking street corners in the city. Motion carried.

Rogers moves and Dillman seconds that the council take a recess to meet in the mayor's office and take up the matter of the bids submitted for public improvements, as a committee of the whole to be reported to the council after consideration of same. Motion carried.

The Council now returns to the council chamber and Stout moves and Bunger seconds that the contract for the improvement of South Lincoln street as provided by Improvement Resolution No. 2, 1928, be awarded to Kerr and Murphy for \$46,193.77. Motion carried.

Bunger moves and Stout seconds that the contract for the improvement of Grimes Lane as provided by Improvement Resolution No. 3, 1928, be awarded to U.R. Price & Co. for \$6,250.00. Motion carried.

Barnhill moves and Dillman seconds that the contract for the improvement of Hunter Avenue, as provided by Improvement Resolution No. 4, 1928, be awarded to U.R. Price & Co. for \$9,007.00.

Myers moves and Dillman seconds that the contract for the improvement of West Second street, as provided by Improvement Resolution No. 5, 1928, be awarded to Buskirk & Dodds for \$27,463.00. Motion carried.

Barnhill moves and McAninch seconds that the contract for the improvement of Highland Avenue, as provided by Improvement Resolution No. 9, 1928, be awarded to U.R. Price & Co. for \$4,497.00. Motion carried.

Barnhill moves and McAninch seconds that the contract for the improvement of West Eleventh street, as provided by Improvement Resolution No. 12, 1928, be awarded to U.R. Price & Co. for \$7,400.00. Motion carried.

Dillman moves and Stout seconds that the contract for the construction of the Lade Addition sewer, as provided by Improvement Resolution No. 6, 1928, be awarded to Buskirk and Dodds for \$972.30. Motion carried.

Barnhill moves and Myers seconds that the contract for the construction of the Highland Avenue District sewer, as provided by Improvement Resolution No. 10, 1928, be awarded to William Flectwood for \$1750.60. Motion carried.

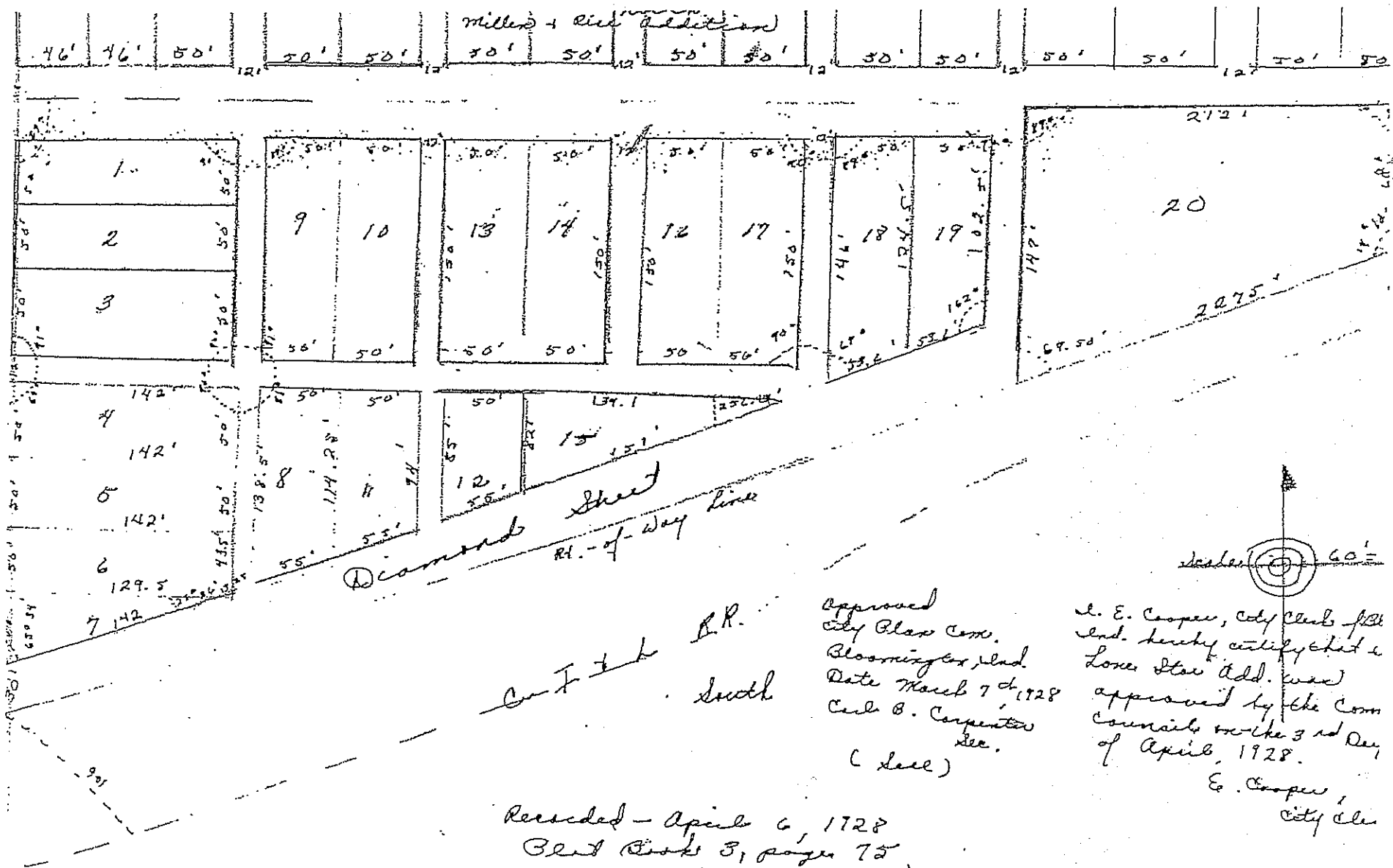
McAninch moves and Myers seconds that the contract for the construction of the South Madison street sewer, as provided by Improvement Resolution No. 11, 1928, be awarded to Buskirk & Dodds for \$3,779.00. *Motion Carried.*

Stout moves and Bunger seconds that the council specify Cement concrete as the material with which to improve all the streets for which bids were submitted at this meeting of the council. Motion carried.

Stout moves and Myers seconds that Claims 641 to 740, inclusive, and deferred Claim No. 2405, be allowed and warrants drawn for same. Motion carried.

Barnhill moves and Myers seconds that the council adjourn. Motion carried.





*C. F. Smith*  
*B.R.*

Approved  
 City Plat Com.  
 Bloomington, Ind.  
 Date March 7, 1928  
 Carl B. Carpenter  
 Sec.  
 (Seal)

L. E. Cooper, City Clerk of Bl  
 Ind. hereby certified a  
 Lower Plat Add. was  
 approved by the Com  
 Councils on the 3rd Day  
 of April, 1928.  
 L. E. Cooper,  
 City Clerk

Revised - April 6, 1928  
 Plat Book 3, page 75

**PLAT OF SURVEY - BOUNDARY RETRACEMENT**  
 LOT 8, 11, & 12 OF LONESTAR ADDITION TO THE CITY OF BLOOMINGTON  
 MONROE CO., INDIANA

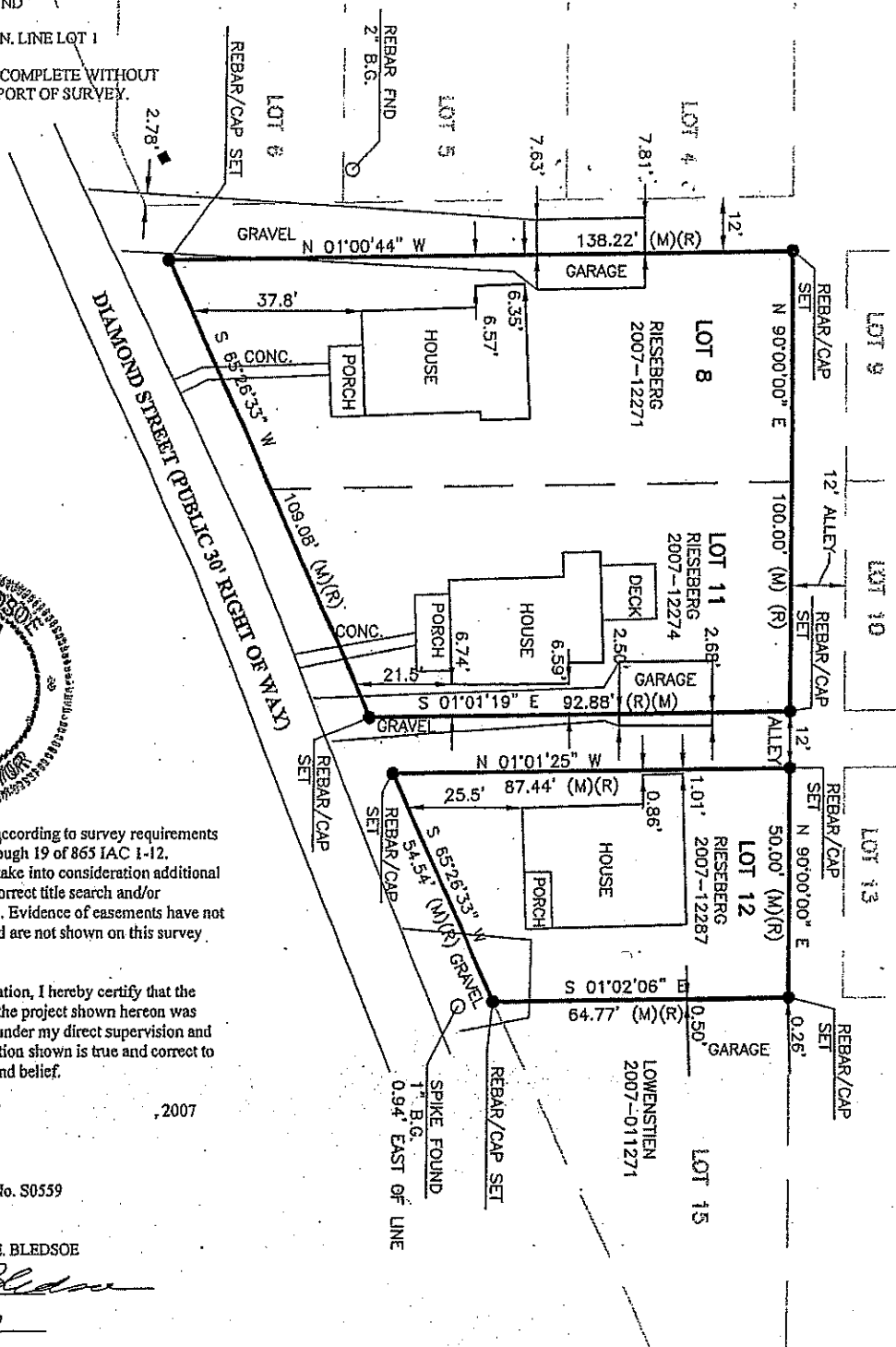
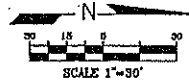
JOB No. 6123

Client Name: RHONDA RIESEBERG

Owners Name: RHONDA RIESEBERG, DR #2007012271,2007012287,2007012274

NOTE:

1. FIELD WORK PERFORMED OCTOBER, 2007.
2. ALL 5/8" REBAR SET HAVE YELLOW CAP STAMPED "BRG PC 50920004" AND ARE 0.30' ABOVE GROUND UNLESS NOTED.
3. (R) = RECORDED  
 (M) = MEASURED  
 (C) = CALCULATED FROM RECORD  
 (A.G.) = ABOVE GROUND  
 (B.G.) = BELOW GROUND
4. BASIS OF BEARINGS: N. LINE LOT 1
5. THIS SURVEY IS NOT COMPLETE WITHOUT THE ASSOCIATED REPORT OF SURVEY.



This survey was executed according to survey requirements contained in Sections 1 through 19 of 865 IAC 1-12. This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose. Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 2007

**BEN E. BLEDSOE**  
 Registered Land Surveyor No. S0559  
 State of Indiana

Responsible Surveyor: BEN E. BLEDSOE

Signature: *B. Bledsoe*

Date: 10/30/07  
 S0559

EXHIBIT 3

**PLAT OF SURVEY - BOUNDARY RETRACEMENT**  
 LOT 15 OF LONESTAR ADDITION TO THE CITY OF BLOOMINGTON  
 MONROE CO., INDIANA  
 JOB No. 6215

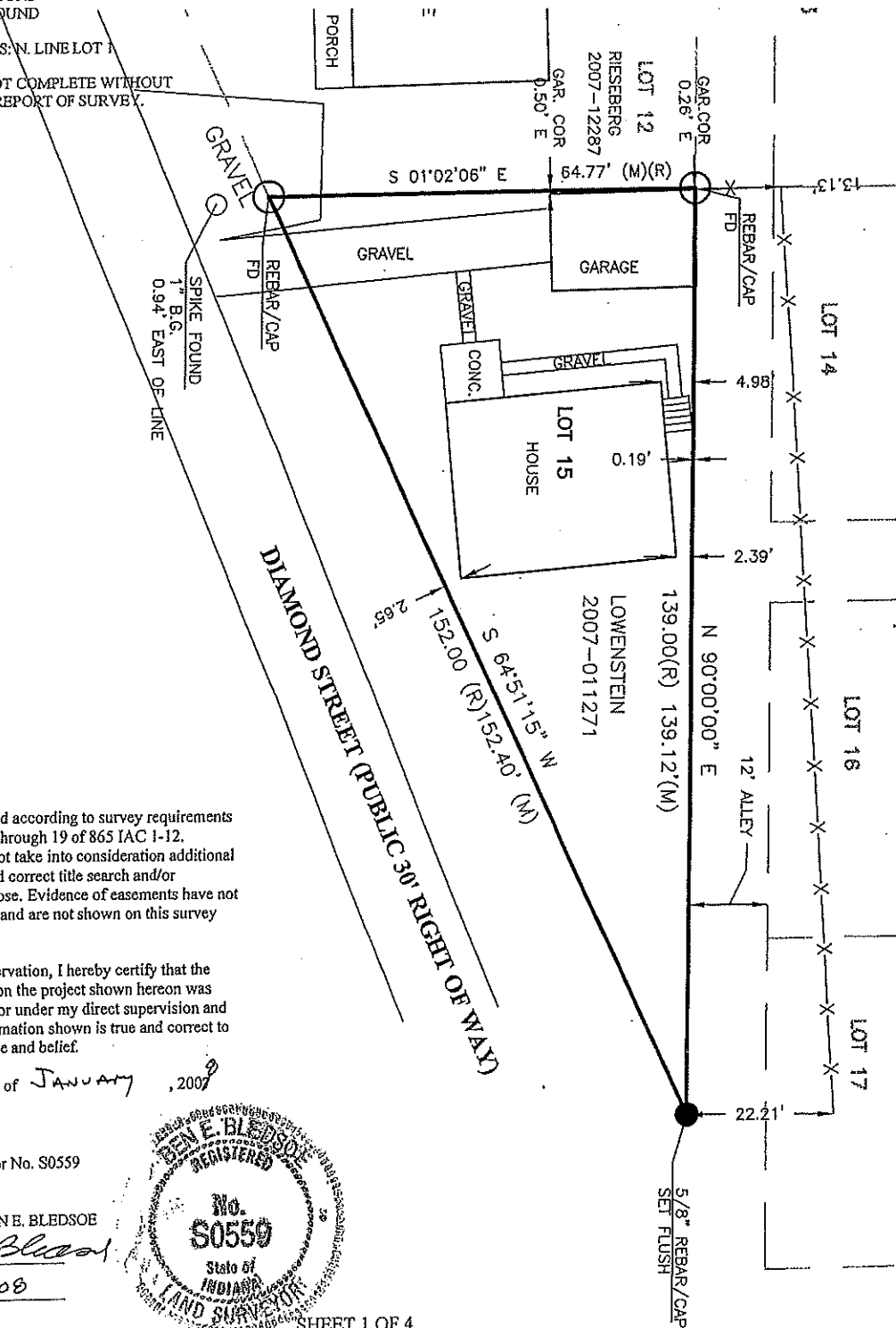
Client Name: SOLOMON LOWENSTEIN  
 Owners Name: SOLOMON LOWENSTIEN, DR #2007-011271

NOTE:  
 1. FIELD WORK PERFORMED DECEMBER, 2007.

2. ALL 5/8" REBAR SET HAVE YELLOW CAP  
 STAMPED "BRG PC 50920004" AND ARE  
 0.30' ABOVE GROUND UNLESS NOTED.

3. (R) = RECORDED  
 (M) = MEASURED  
 (C) = CALCULATED FROM RECORD  
 (A.G.) = ABOVE GROUND  
 (B.G.) = BELOW GROUND

4. BASIS OF BEARINGS: N. LINE LOT 1  
 5. THIS SURVEY IS NOT COMPLETE WITHOUT  
 THE ASSOCIATED REPORT OF SURVEY.



This survey was executed according to survey requirements contained in Sections 1 through 19 of 865 IAC 1-12. This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose. Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 7<sup>th</sup> day of JANUARY, 2008

BEN E. BLEDSOE  
 Registered Land Surveyor No. S0559  
 State of Indiana

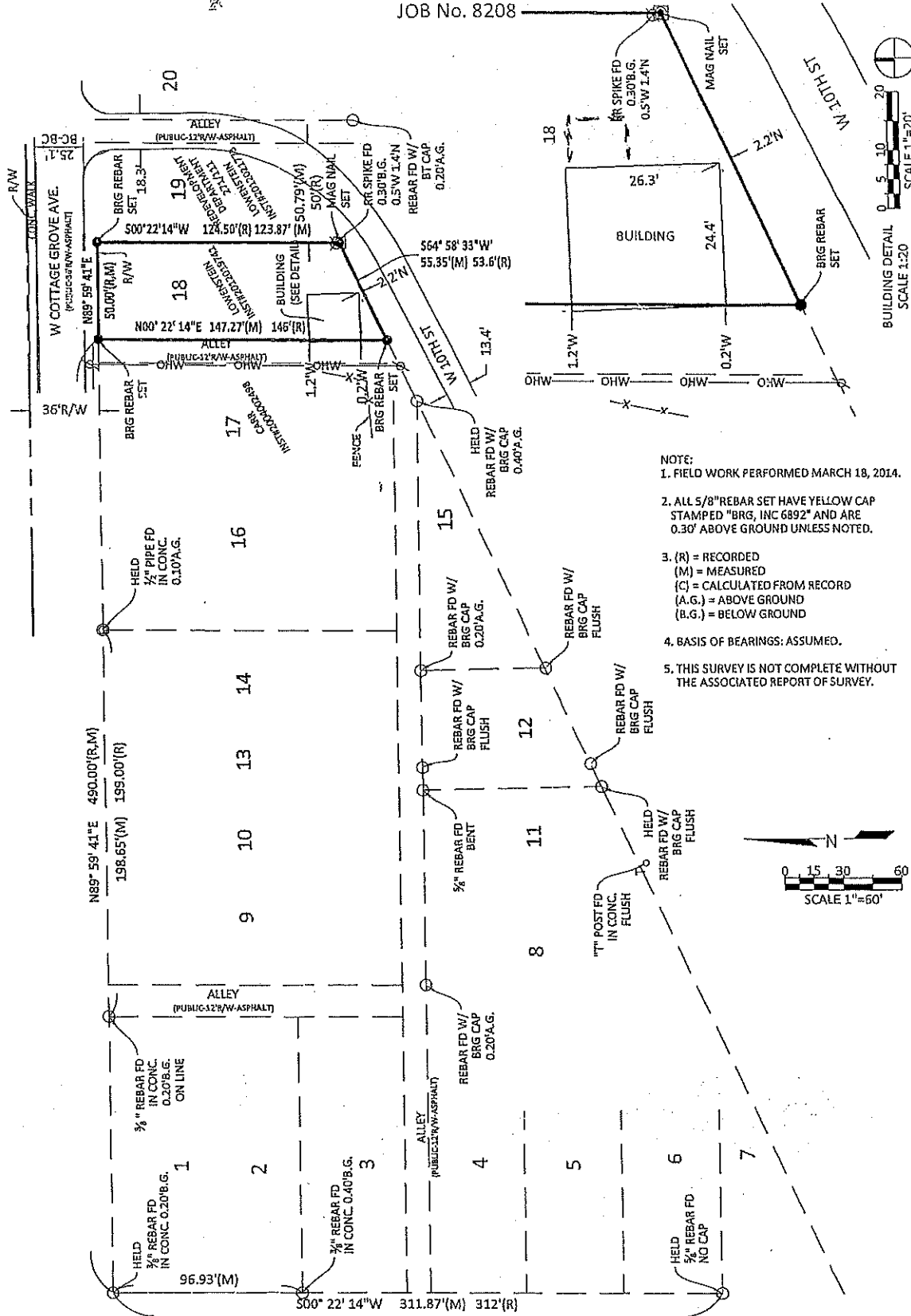
Responsible Surveyor: BEN E. BLEDSOE

Signature: *B. Bledsoe*

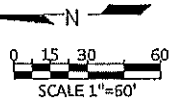
Date: 01-07-08  
 S0559



**RETRACEMENT SURVEY**  
 LOT 18 - LONE STAR ADDITION TO BLOOMINGTON  
 PLAT CAB "B", PG 49  
 BLOOMINGTON, IN  
 JOB No. 8208



- NOTE:
1. FIELD WORK PERFORMED MARCH 18, 2014.
  2. ALL 5/8" REBAR SET HAVE YELLOW CAP STAMPED "BRG, INC 6892" AND ARE 0.30' ABOVE GROUND UNLESS NOTED.
  3. (R) = RECORDED  
 (M) = MEASURED  
 (C) = CALCULATED FROM RECORD  
 (A.G.) = ABOVE GROUND  
 (B.G.) = BELOW GROUND
  4. BASIS OF BEARINGS: ASSUMED.
  5. THIS SURVEY IS NOT COMPLETE WITHOUT THE ASSOCIATED REPORT OF SURVEY.



PETITION FOR VACATION OF PUBLIC RIGHT-OF-WAY

CITY OF BLOOMINGTON  
COMMON COUNCIL

FILE # \_\_\_\_\_  
1st READING \_\_\_\_\_  
COMMITTEE \_\_\_\_\_  
FINAL HEARING \_\_\_\_\_

Office of the Common Council  
P.O. Box 100, Municipal Building  
Bloomington, IN 47402  
(812) 339-2261, ext. 12, 13

-----  
Address of Property 1011 West Cottage Grove, Bloomington

Applicant's Name Rainer & Dian Krumlauf-Hildenbrand

Address 1011 West Cottage Grove Phone 336-5012

Counsel or Consultant Mary M. Runnells, attorney

Address 7175 S. Lucas Lane, Bloomington Phone 824-8307  
-----

This application must be accompanied by all required submittals as stated in the information packet for vacation of public right-of-way. Staff reserves the right to schedule hearing dates for petitions subject to complete submittals. Notices to adjacent property owners should not be mailed until hearing dates have been confirmed.  
-----

I (~~we~~) agree that the applicant will notify all adjacent property owners by certified mail at the applicant's expense.

I (~~we~~) further agree that the applicant will cause a legal notice of this application to be published in a paper having general circulation in Bloomington at the applicant's expense.

I (~~we~~) certify that all foregoing information is correct and that I (~~we~~) ~~am~~ ~~are the owners~~ (legal agents for owners) of property adjacent to the proposed vacation of public right-of-way which is the subject of this application.  
-----

Signature Mary M. Runnells

22 February 1991

PLANNING STAFF REPORT TO THE COMMON COUNCIL

SUBJECT : Request for Public Right-of-Way (ROW) Vacation  
ADDRESS : 1011 W. Cottage Grove  
PETITIONER: Rainer and Dian Krumlauf-Hildenbrand  
COUNCIL : Mary M. Runnells

---

REPORT: Petitioners request that the City vacate a 150 ft. long platted section of alley located south of W. Cottage Grove, between lots 10 and 13 in the Lone Star Addition to Bloomington. As current owners of part-lot 10 and lot 13, petitioners own all property adjacent to this section of the alley.

The alley is platted 12 ft. wide for a total length of 444 ft., running south from 11<sup>th</sup> St. to 10<sup>th</sup> St. The entire alley is grass-covered, and is not used for vehicular traffic.

---

CRITERIA: The criteria utilized to review a public ROW vacation request are as follows:

CURRENT STATUS - ACCESS TO PROPERTY

This section of alley provides no vehicular or pedestrian access to any private property, churches, schools, or other public places. It also provides no access or easement for public utilities or services.

The following utility and service organizations were contacted for their comments regarding this vacation request:

Bloomington Fire Dept., which cites no need for access to this alley, and finds no negative effect should it be vacated.

Bloomington Police Dept., which cites no need for access to this alley, and finds no negative effect should it be vacated.

Bloomington Public Works Dept., which recommended and approved this request at their regular meeting on 12 February 1991.

Bloomington Utilities Dept., which notes that there are no publicly maintained sewer or water lines in this ROW, and that there are no plans to locate any in this ROW.

Indiana Gas Co., Inc., which presently has no gas mains in this area, and finds no negative effect should the alley be vacated.

Krumlauf-Hildenbrand Vacation Request

---

Indiana Bell, which presently has no facilities in this ROW, and has no future plans to utilize this ROW.

PSI Energy, which presently has no facilities in this area, and finds no negative effect should the alley be vacated.

TCI of Indiana, Inc., which presently has no facilities in this ROW, and has no future plans to utilize this ROW.

NECESSITY FOR GROWTH OF THE CITY

Future Status: There is no foreseen potential for future public utilization of this ROW. In a site survey by the Planning Staff it was noted that there are topographic impediments which prohibit utilization; in the areas to the north and south of petitioners' property there are steep changes in ground elevation. In addition, at least one other residential structure completely covers the alley on a lot adjacent to the petitioners' site.

Proposed Private Ownership Utilization: Petitioners currently own the property on both sides of the alley in this block, and their existing single-family residence encroaches on approximately 2 ft. of the alley. If vacated, petitioners intend to make an addition to the home which would further encroach on the alley.

Compliance with Regulations: Vacation presents no current or future compliance problems. No subdivision, zoning, or access-control issues would be impacted by this vacation.

Relation to Plans: Petitioners' plan for residential use of this area conform to the new master plan, which cites this area as a core neighborhood targeted for residential enhancement. The thoroughfare plan proposes no future use for this alley.

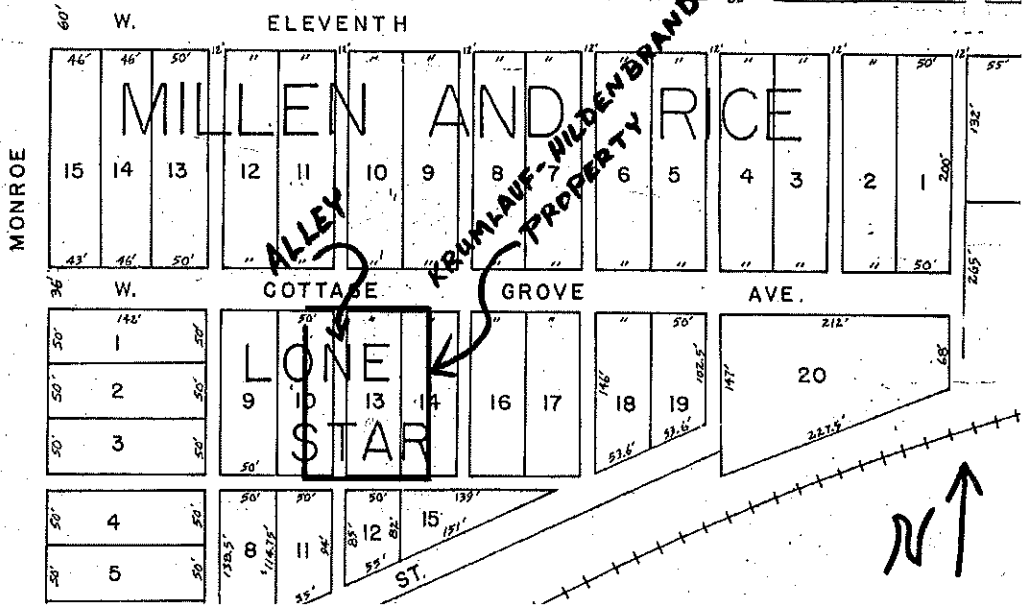
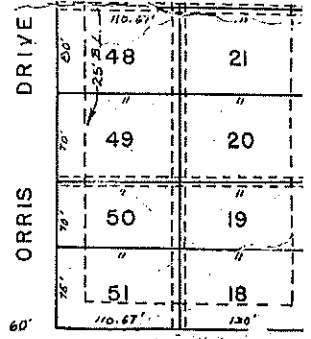
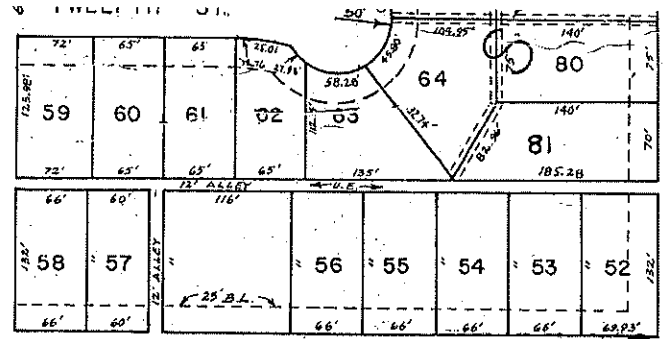
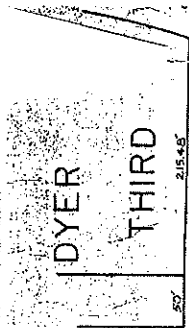
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DISCUSSION: Staff finds that there is neither any current nor planned public utilization of this alley. In addition, the existing encroachment of residential structures into the ROW, coupled with several topographic impediments, would also limit possibilities for development of an accessible public ROW.

Staff feels that petitioners' proposed utilization of the land for residential expansion would be an acceptable use of otherwise unutilized public land.

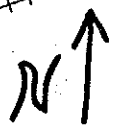
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RECOMMENDATION: Planning Staff recommends approval.

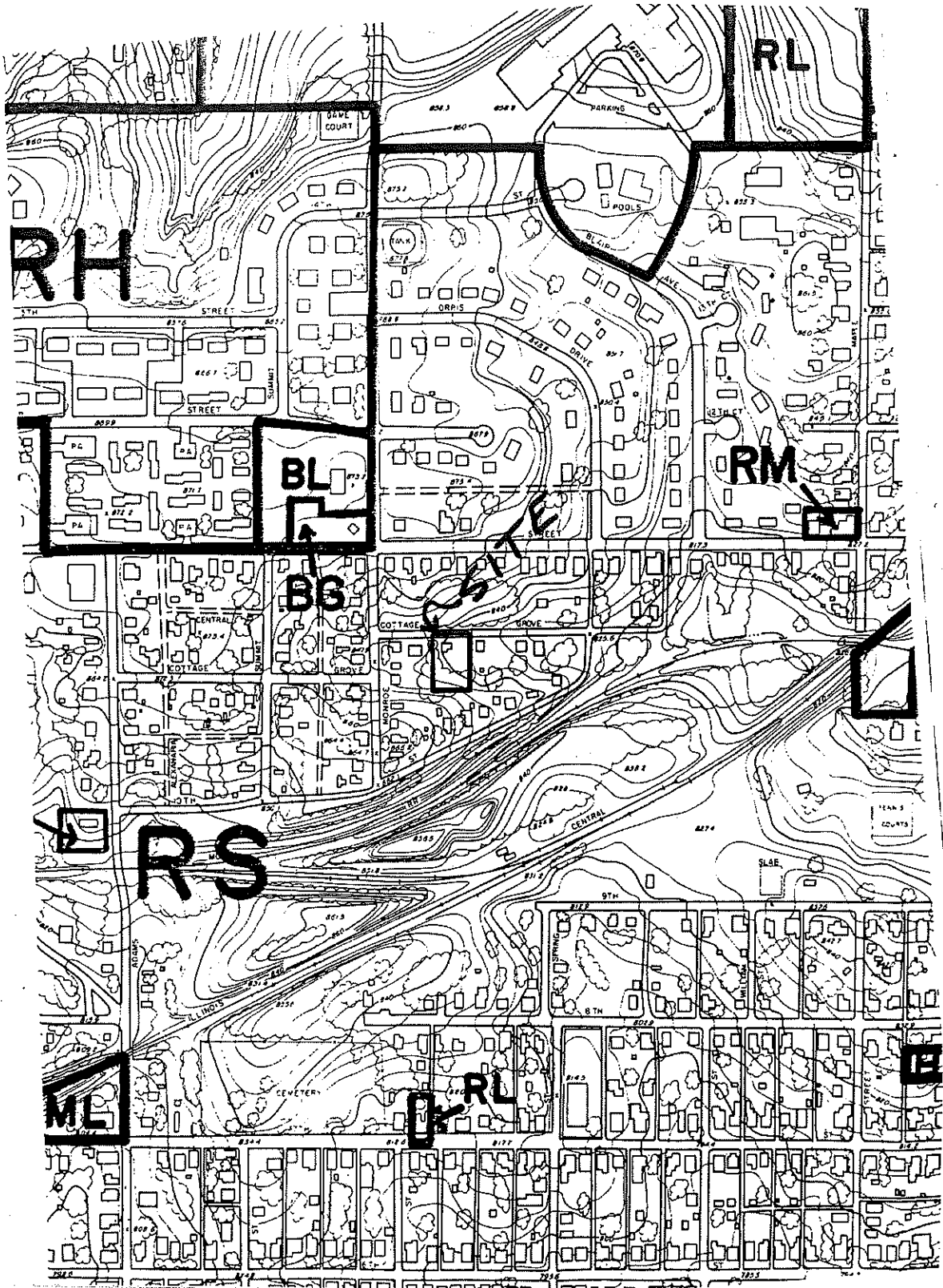


**MILLEN AND RICE**  
**ALLEY**  
**KRUMLAUF-HILDENBRAND PROPERTY**

**LONE STAR**



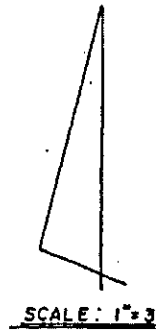
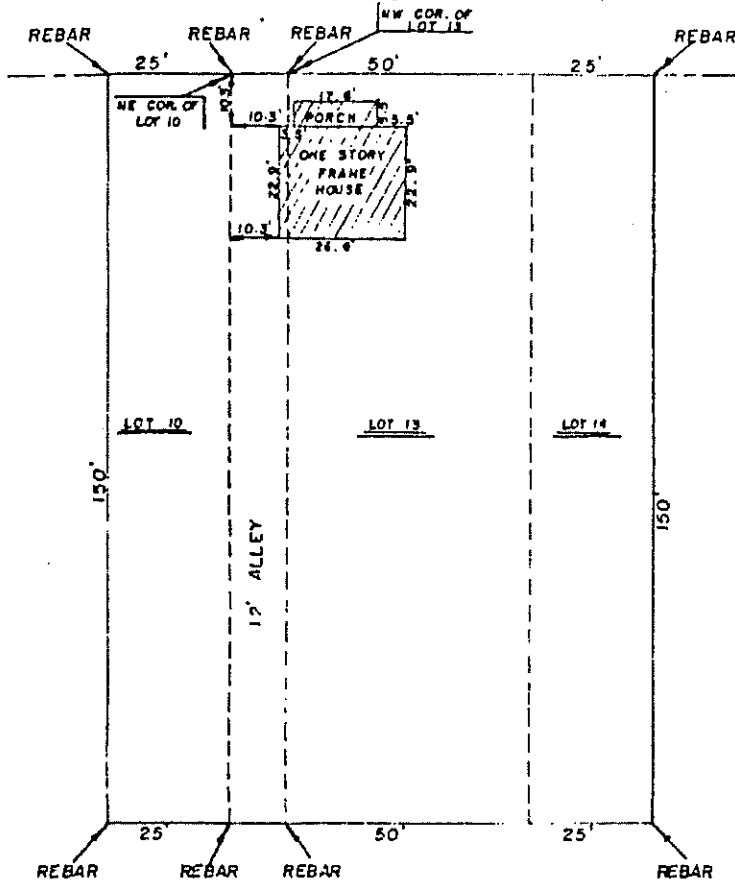




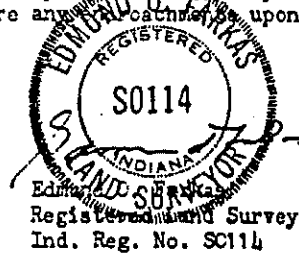
# TRI CO Surveying & Mapping

Edmund O. Farkas, Registered Land Surveyor

103 West Temperance  
 P.O. Box 96  
 Ellettsville, Indiana 47429  
 Phone: 812-876-2305



I, Edmund C. Farkas, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the Laws of the State of Indiana; that this plat and following description correctly represent an improvement survey completed under my supervision on June 24, 1983; that all improvements upon said surveyed property do not encroach upon adjacent properties nor are there any encroachments upon said surveyed property by adjacent properties.



The West Half of Lot Number Fourteen (14), all of Lot Number Thirteen (13), and the East Half of Lot Number Ten (10) all in LONE STAR ADDITION to the town of Bloomington, as shown on the recorded plat thereof in plat book Three (3), Page Seventy-five (75) in the office of the recorder of Monroe County, Indiana.

Flood Hazard Boundary maps are not available in this area; However, we checked the USGS Quadrangle maps and we find by using the map contour lines that this is not in a flood hazard area.

NC

107700

Sheet 208 of 339

ORDINANCE 91-29

TO VACATE A PUBLIC PARCEL  
RE: ALLEYWAY LOCATED AT 1011 W. COTTAGE GROVE  
(Rainer and Dian Krumlauf-Hildenbrand, PETITIONERS)

WHEREAS, I.C. 36-7-3-12 authorizes the Common Council to vacate public ways and places upon petition of persons who own or are interested in lots contiguous to those public ways and places; and

WHEREAS, the petitioners, Rainer and Dian Krumlauf-Hildenbrand, have filed a petition to vacate a parcel of City property more particularly described below;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION I. Through the authority of I.C. 36-7-3-12, a portion of City owned property shall be vacated. The property is an alleyway at 1011 W. Cottage Grove more particularly described as follows:

A 12 foot wide and 150 foot long platted alleyway between lot 10 and lot 13 of Lone Star Addition.

SECTION II. This Ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington and approval of the Mayor.

PASSED and ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 5<sup>th</sup> day of JUNE, 1991.

John Fernandez  
JOHN FERNANDEZ, President  
Bloomington Common Council

ATTEST:

Patricia Williams  
PATRICIA WILLIAMS, Clerk (DEPUTY)  
City of Bloomington Jim McNamee

RECORDED  
A.M. \_\_\_\_\_ P.M. 12:59

JUN 13 1991

Patricia Williams  
RECORDED MONROE CO., IN

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 6<sup>th</sup> day of JUNE, 1991.

Patricia Williams  
PATRICIA WILLIAMS, Clerk (DEPUTY)  
City of Bloomington Jim McNamee

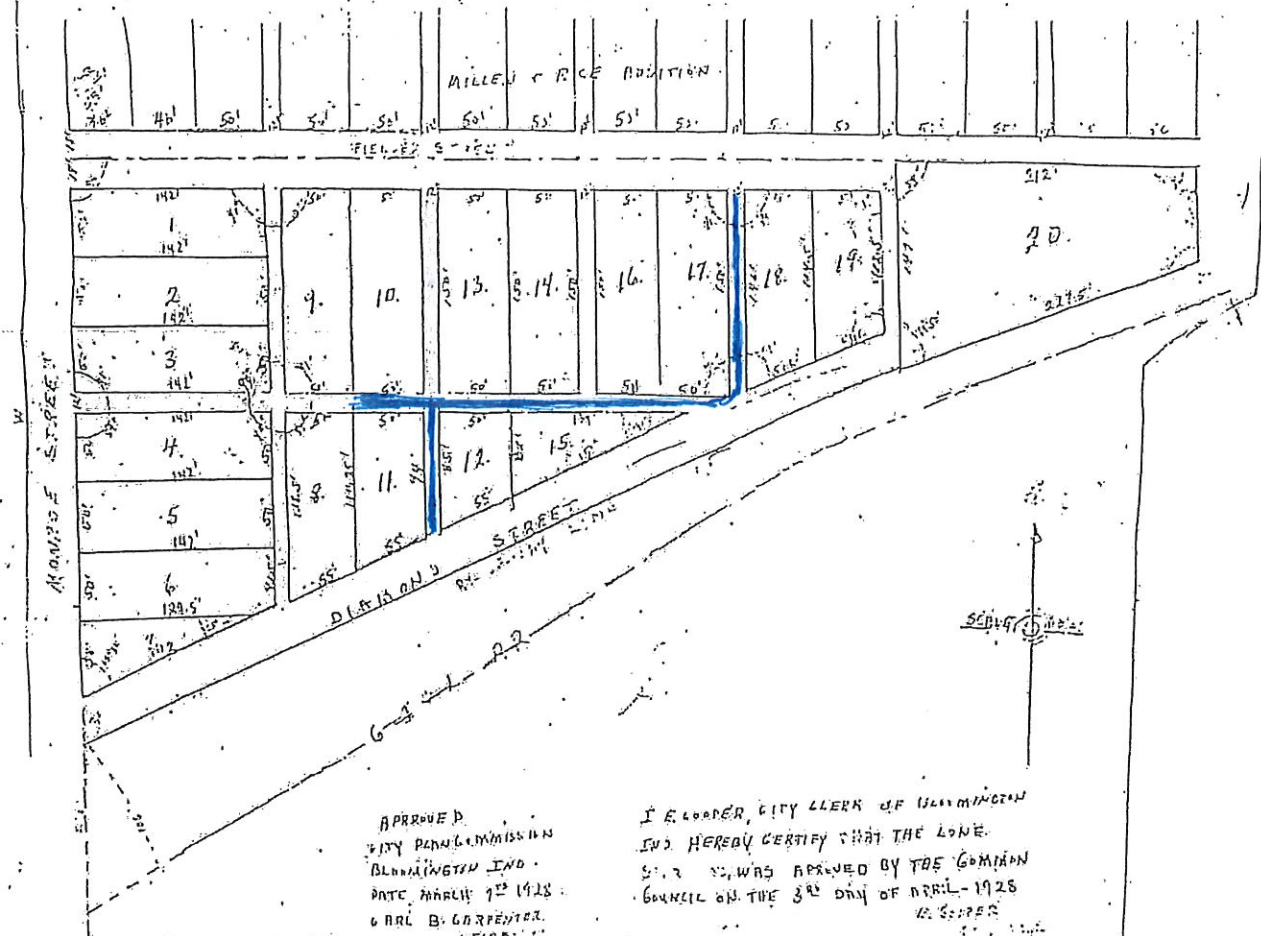
SIGNED and APPROVED by me upon this 10<sup>th</sup> day of JUNE, 1991.

Tomilea Allison  
TOMILEA ALLISON, Mayor  
City of Bloomington

SYNOPSIS

The petitioners, Rainer and Dian Krumlauf-Hildenbrand, request vacation of an alleyway located at 1011 W. Cottage Grove.

# LOVE-STAR ADDITION TO BLOOMINGTON IND.



APPROVED  
 CITY PLANNING COMMISSION  
 BLOOMINGTON IND.  
 DATE APRIL 12 1928  
 W. B. GARFINKEL

I, E. COOPER, CITY CLERK OF BLOOMINGTON  
 IND. HEREBY CERTIFY THAT THE LOVE-  
 STAR PLAT WAS APPROVED BY THE COMMON  
 COUNCIL ON THE 3RD DAY OF APRIL 1928  
 E. COOPER

#107700. Vol. 208 P. 339  
 Section 4 Alley

APRIL 13 1928  
 RECEIVED FOR RECORD  
 APRIL 16 1928 AT 9:00 A.M.  
 FELIX J. SKOIN, RECORDER  
 FEB 3 1928

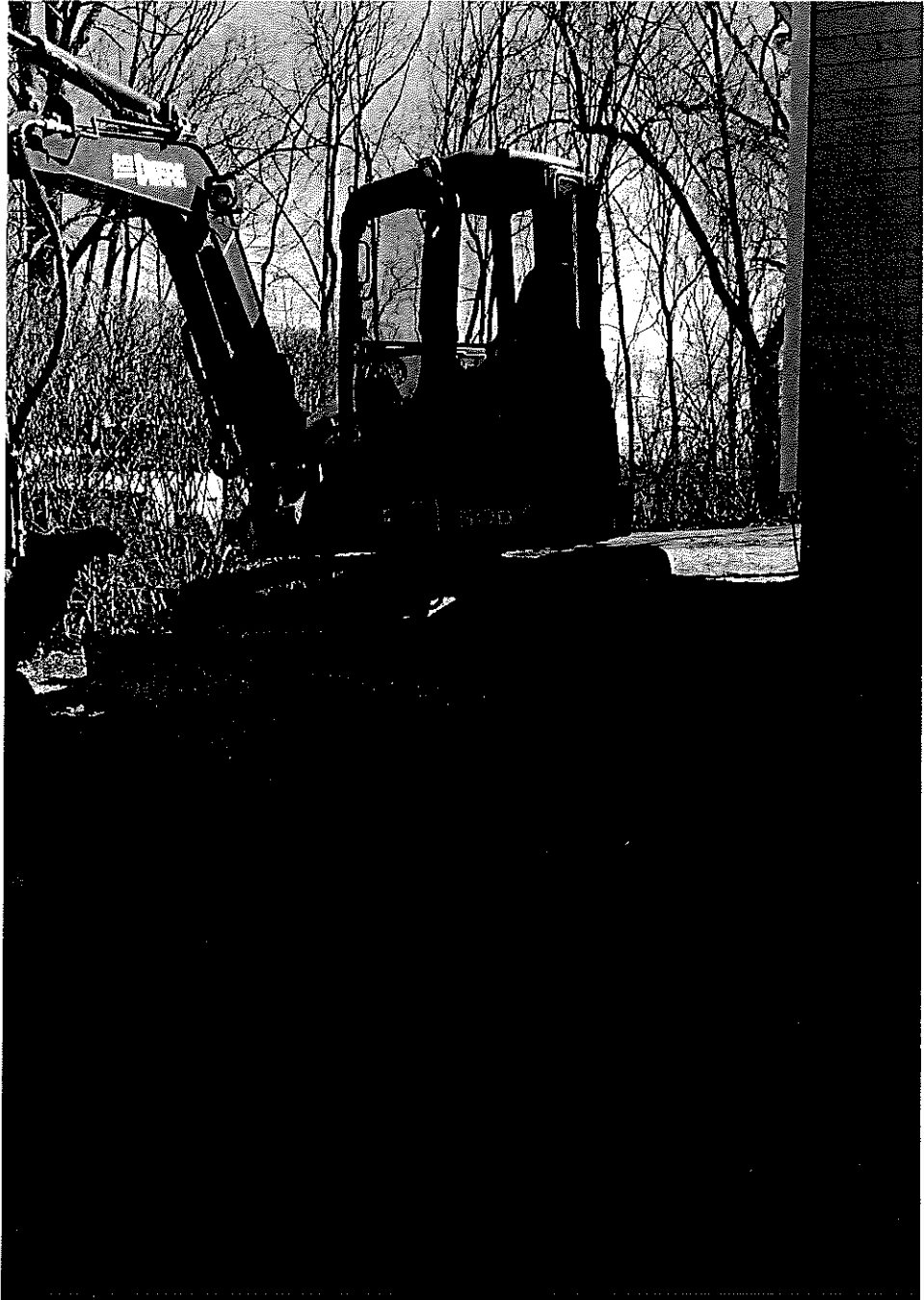
DULY ENTERED FOR TAXATION  
 APRIL 16 1928  
 ALVA ELLER, TAX



This is to certify that the above is  
 a true and exact copy of the original  
 document in file in this office of the  
 Recorder, Hancock County, Indiana.  
 Instrument: PLAT CABINET B - MAY 49  
 (Amu. Siedler) 12-17-13  
 Recorder Date



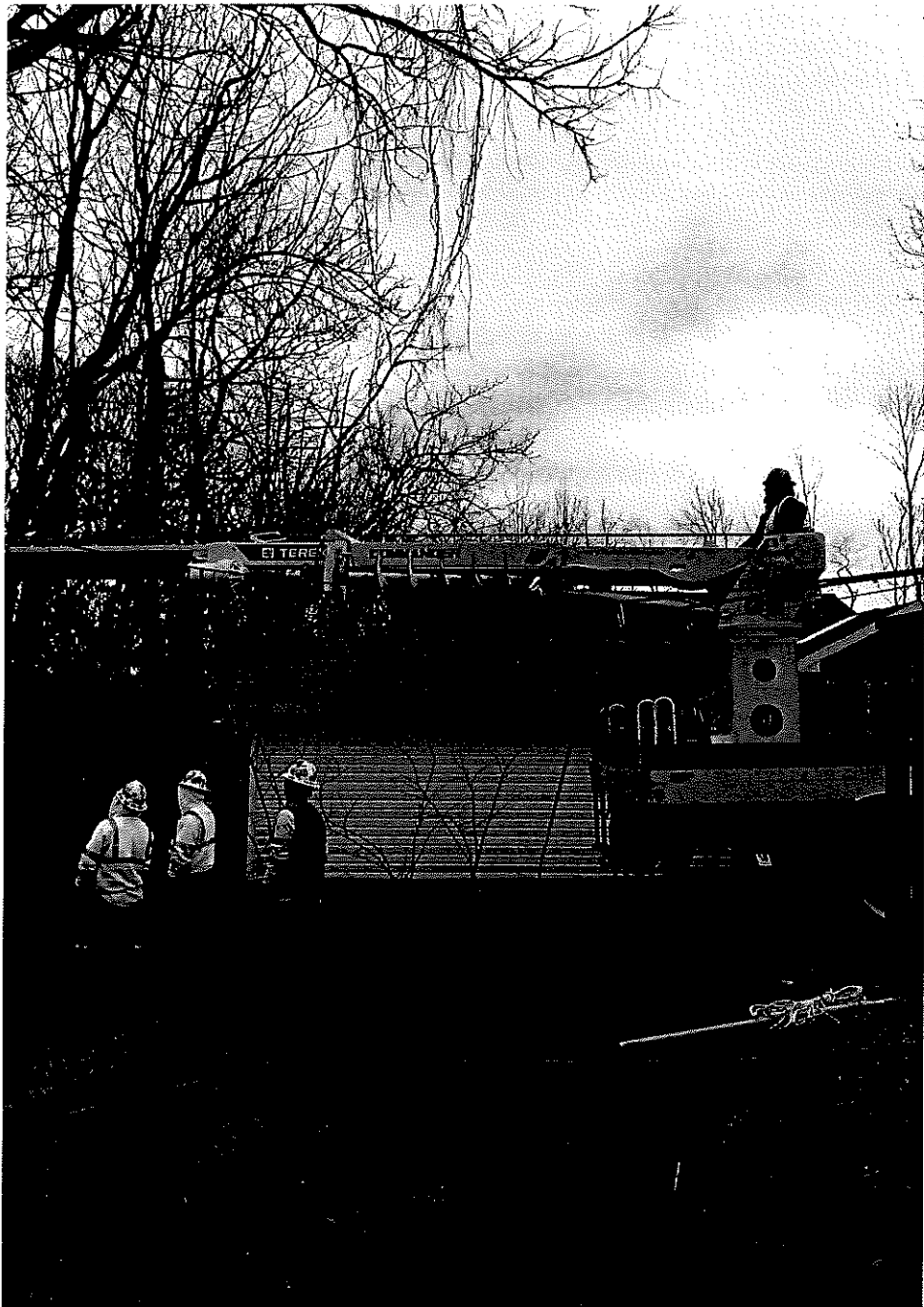
EXHIBIT 6













PLAT OF SURVEY - BOUNDARY RETRACEMENT  
 LOT 8, 11, & 12 OF LONESTAR ADDITION TO THE CITY OF BLOOMINGTON  
 MONROE CO., INDIANA

JOB No. 6123

Client Name: RHONDA RIESEBERG

Owners Name: RHONDA RIESEBERG, DR #2007012271, 2007012287, 2007012274

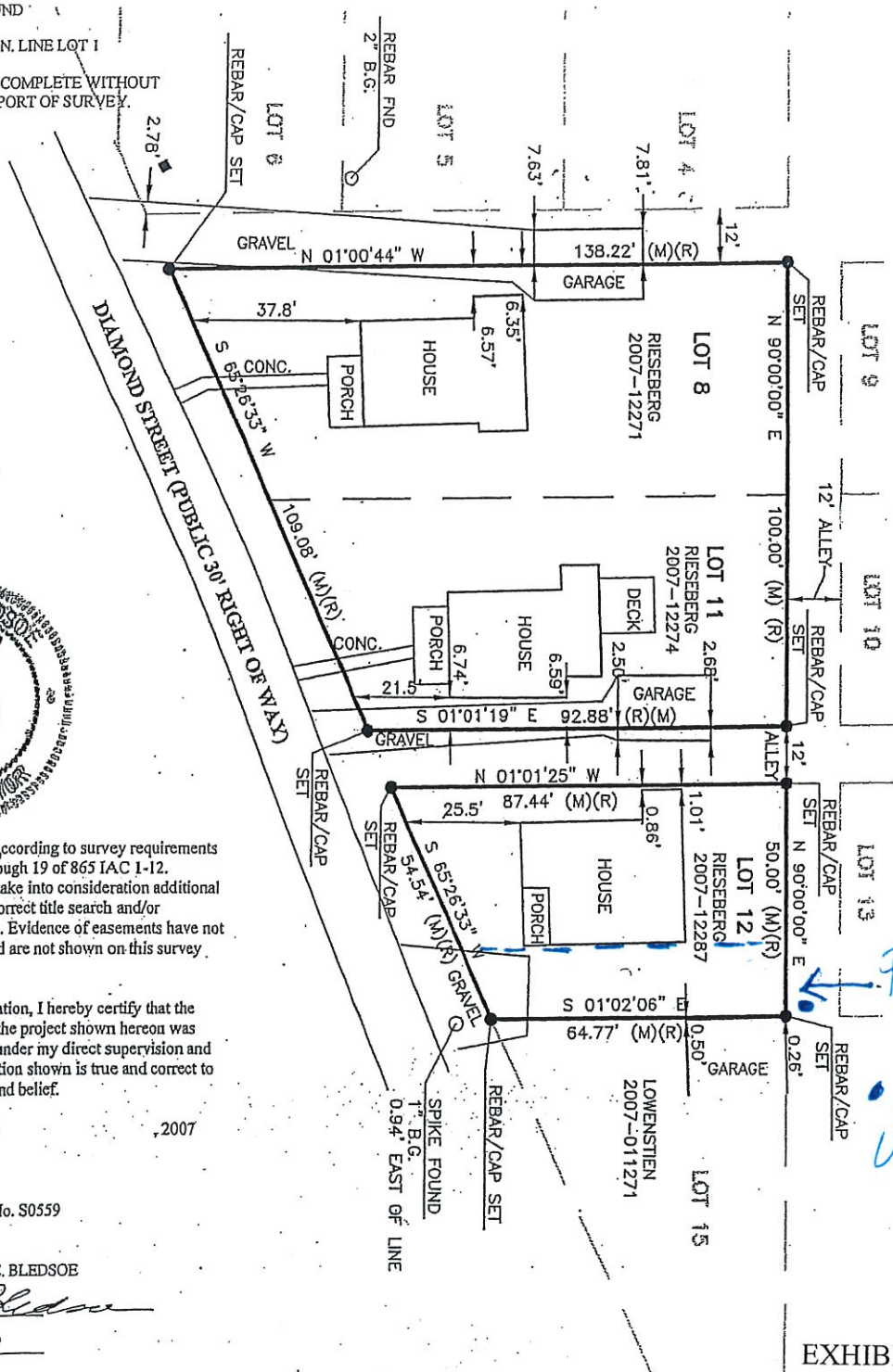
NOTE:  
 1. FIELD WORK PERFORMED OCTOBER, 2007.

2. ALL 5/8" REBAR SET HAVE YELLOW CAP STAMPED "BRG PC 50920004" AND ARE 0.30' ABOVE GROUND UNLESS NOTED.

3. (R) = RECORDED  
 (M) = MEASURED  
 (C) = CALCULATED FROM RECORD  
 (A.G.) = ABOVE GROUND  
 (B.G.) = BELOW GROUND

4. BASIS OF BEARINGS: N. LINE LOT 1

5. THIS SURVEY IS NOT COMPLETE WITHOUT THE ASSOCIATED REPORT OF SURVEY.



This survey was executed according to survey requirements contained in Sections 1 through 19 of 865 IAC 1-12. This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose. Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 2007

BEN E. BLEDSOE  
 Registered Land Surveyor No. S0559  
 State of Indiana

Responsible Surveyor: BEN E. BLEDSOE  
 Signature: *[Handwritten Signature]*

Date: 10/30/07  
 S0559

*ROADED EASEMENT*  
*EXISTING UTILITY POLE*

Names and Addresses of Adjacent Property Owners

Lots 10 and 13: Dian S. Krumlauf-Hildenbrand, 1011 W. Cottage Grove, Bloomington, IN 47404;

Lots 14 and 16: Nathaniel and Michelle Dodson, 1003 W. Cottage Grove, Bloomington, IN 47404; and

Lot 17: Marya Y. Carr, 9747 Buckeye Road, El Portal, CA 95318

EXHIBIT 8



Elizabeth Carter <cartere@bloomington.in.gov>

---

## Comments on Right-of-Way Vacation Petitions

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**Templeton, Scott (Indiana)** <Scott\_Templeton@comcast.com>  
To: Liz Carter <cartere@bloomington.in.gov>

Fri, Feb 25, 2022 at 4:43 PM

Comcast has not issues with this ROW Vacation.

Scott Templeton

Southern Indiana & Kentucky Construction Supervisor

1600 West Fountian Drive

Bloomington Indiana 47404

TX 317-516-2356

[Quoted text hidden]



Elizabeth Carter &lt;cartere@bloomington.in.gov&gt;

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## Comments on Right-of-Way Vacation Petitions

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**Bryan Blake** <bryan.blake@bloomington.in.gov>  
To: Liz Carter <cartere@bloomington.in.gov>

Fri, Feb 25, 2022 at 11:22 AM

Liz,  
CBU does not support vacating the right-of-way as the petitioner has requested. CBU currently has a 6" water main located in the portion of the alley which runs west to east between W. Cottage Grove and W. 10<sup>th</sup> Street. The ROW is critical to protect and maintain the aforementioned water main. CBU does not oppose vacating the ROW located between lots 17 and 18 that runs in a north to south direction. Additionally, it is noted that electric and telephone facilities are located in this area of ROW.

Thank You

[Quoted text hidden]



Elizabeth Carter &lt;cartere@bloomington.in.gov&gt;

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**RE: [External Email] Right-of-Way Vacation Petition for Review: Alleys off of West 10th Street**

1 message

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**Burns, Dennis L** <dennis.burns@centerpointenergy.com>  
To: Liz Carter <cartere@bloomington.in.gov>  
Cc: "Burns, Dennis L" <dennis.burns@centerpointenergy.com>

Fri, Feb 11, 2022 at 3:30 PM

Hey Liz,

Good afternoon. CenterPoint has no objection to this vacation. Have a great rest of your day and weekend!

Respectfully,

Dennis

Dennis Burns

Centerpoint Energy

Senior Right of Way Agent | Land and Field Services

[600 Industrial Drive | Franklin, IN 46131](#)

317.736.2929 w. | 832.652.7139 c.

*Improvise, Adapt, Overcome - USMC*

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**From:** Liz Carter <cartere@bloomington.in.gov>**Sent:** Friday, January 28, 2022 3:37 PM**Subject:** [External Email] Right-of-Way Vacation Petition for Review: Alleys off of West 10th Street**EXTERNAL EMAIL**

**CAUTION:** This message originated from outside CenterPoint Energy. Do not click on links, open attachments, or enter data unless you recognize the sender, were expecting the content and know it to be safe.

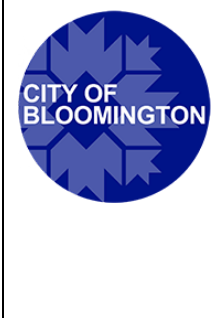
Good afternoon,

Attached is a petition for right-of-way vacation. Please review the petition and submit any comments your Department/Agency may have within the next two weeks.

Please let me know if you have any questions.

Thank you.

--

	<p><b>Liz Carter</b> Senior Zoning Compliance Planner Planning and Transportation Dept. City of Bloomington, IN <a href="mailto:cartere@bloomington.in.gov">cartere@bloomington.in.gov</a> 812-349-3592 <a href="http://bloomington.in.gov">bloomington.in.gov</a></p>
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\*\*\*\*\* This email is from an external sender outside of the CenterPoint Energy network. Be cautious about clicking links or opening attachments from unknown sources. \*\*\*\*\*

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 **Full Application - Lowenstein.pdf**  
2577K





Elizabeth Carter <cartere@bloomington.in.gov>

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## Right-of-Way Vacation Petition for Review: Alleys off of West 10th Street

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**Andrew Cibor** <andrew.cibor@bloomington.in.gov>  
To: Liz Carter <cartere@bloomington.in.gov>

Fri, Feb 11, 2022 at 9:46 AM

Hi Liz,

Just to document it, I struggle to see a community benefit or a clear justification that warrants supporting the request. I also understand the City Council rejected a similar request in the past and that at least one utility has expressed concern over the current application.

Thanks!  
-Andrew

On Fri, Jan 28, 2022 at 3:37 PM Liz Carter <cartere@bloomington.in.gov> wrote:  
[Quoted text hidden]

February 10, 2022

VICTORIA PARKER  
Counsel

**Duke Energy Corporation**  
1000 E. Main Street  
Plainfield, IN 46168

317.838.1839 office  
317.838.1842 fax  
[Victoria.Parker@duke-energy.com](mailto:Victoria.Parker@duke-energy.com)

**Via Email**

Ms. Elizabeth Carter  
Senior Zoning Compliance Planner  
Planning and Transportation Department  
401 N. Morton St.  
Bloomington, IN 47404  
[cartere@bloomington.in.gov](mailto:cartere@bloomington.in.gov)

**Re: Comments concerning Petition to Vacate certain Public rights-of-way in Lone Star Addition, consisting of alleys at 1001-1010 West 10<sup>th</sup> Street (“Alleys”)**

Dear Ms. Carter:

This letter provides comments from Duke Energy Indiana, LLC (“DEI”) to you and the City of Bloomington Plan Commission concerning the referenced petition for public rights-of-way vacation in Bloomington. DEI received a copy of the petitioner’s application, along with a request to provide any comments, from you via email on January 28, 2022.

DEI owns (and/or uses) and operates the following active facilities in the Alleys:

- The 12’ wide by approximately 147.27’ long north-south alley between Lots 17 and 18: The poles are owned by AT&T and they support DEI secondary conductors (distribution wires), which serve 3 customers
- The 12’ wide by approximately 139.12’ long east-west alley running from the southeast corner of Lot 10 to the southeast corner of Lot 17: DEI owns the poles, which support DEI secondary conductors and serve at least 5 customers

IC 36-7-3-16(b) provides that “...vacation proceedings do not deprive a public utility of the use of all or part of a public way or public place to be vacated, if, at the time the proceedings are instituted, the utility

is occupying and using all or part of that public way or public place for the location and operation of its facilities....” DEI is a public utility currently occupying the public ways petitioned to be vacated with the location and operation of its facilities, as described above. Therefore, consistent with Indiana law, DEI should not be deprived of use of the public ways if they are vacated per this petition.

Additionally, DEI respectfully requests that the Plan Commission make the following findings in conjunction with any approval of this petition and vacation of the public ways:

- i. Reserve an easement in favor of Duke Energy Indiana, LLC, its successors and assigns, over, upon, and under the area petitioned to be vacated to access (ingress, egress, and regress), maintain, install, protect, operate, add to, modify, and replace its utilities
- ii. Provide that Duke Energy Indiana, LLC, its successors and assigns, have the continuing right to trim and remove any vegetation on the area petitioned to be vacated, as needed, for the safe and reliable operation and maintenance of its facilities
- iii. Provide that Duke Energy Indiana, LLC, its successors and assigns, have unhindered access to the area petitioned to be vacated
- iv. Provide that, excluding any existing encroachments in the Alleys, no permanent structure, improvements, gates, etc. shall be constructed or placed on the area petitioned to be vacated and that Duke Energy Indiana, LLC, its successors and assigns, may remove any such structures/improvements at the owner’s expense, as needed, for the safe and reliable operation and maintenance of its facilities

The applicant offered to provide an ingress/egress easement for utility purposes over his property if the petition for vacation is approved. DEI has no objection to this easement grant but requests that it not replace or be in lieu of any of DEI’s continuing access rights to the Alleys and/or other requests concerning the Alleys made in numbers i - iv above.

Thank you for your consideration of our comments. Please contact me with any questions.

Sincerely,



Victoria J. Parker  
Counsel

cc: Kevin Timberman (*via email*)  
Brandon Wilson (*via email*)  
Ariane Johnson (*via email*)



## Board of Public Works Staff Report

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**Project/Event:** Summer Solstice Celebration

**Petitioner/Representative:** Talia Holiday – Oak

**Staff Representative:** Holly Warren

**Meeting Date:** April 12, 2022

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Tuesday, June 21, 2022, from 1 pm to 11 pm (time includes set-up and tear down) Oak would like to host the Summer Solstice Celebration. Summer Solstice Celebration is a holistic wellness event celebrating two years of plenty goodness at Oak and inviting spiritual and wellness practitioners out to celebrate. Summer Solstice Celebration will host a variety of practitioners including but not limited to: tarot, reiki, meditation, aura work, sound healing, crystals, photographer, art DIY, tea-blending. It will culminate in a musical performance by well-known life coach and wellness practitioner, A Soul Called Joel.

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**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:	Palla Halliday		
Contact Phone:	812-345-9607	Mobile Phone:	
Title/Position:	owner		
Organization:	oak		
Address:	401 e 4th st		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	oak.bloomington@gmail.com		
Organization E-Mail and URL:	oak-bloomington.com		
Org Phone No:	(812) 287-7352	Fax No:	

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

Organization Name:	Lisa Wilson Photographer		
Address:	Bloomington, IN		
City, State, Zip:	Bloomington, IN		
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:	In Case of Emergency Press		
Address:	Bloomington, IN		
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	June 21, 2022	
Time of Event:	Date: <small>June 21, 2022</small> Start: 3pm	Date: <small>June 21, 2022</small> End: 9pm
Setup/Teardown time Needed	Date: <small>June 21, 2022</small> Start: 1pm	Date: <small>June 21, 2022</small> End: 11pm
Calendar Day of Week:	Tuesday	
Description of Event:	<p>oak. Summer Solstice Celebration is a holistic wellness event where we are celebrating two years of plenty goodness at oak and inviting our spiritual and wellness practitioners out to celebrate with us. We will host a variety of practitioners including but not limited to: tarot, reiki, meditation, aura work, sound healing, crystals, photographer, art diy, tea blending. It will culminate in a musical performance by well known life coach and wellness practitioner, A Soul Called Joel.</p>	
List of Street Closures (If applicable)	We would like to close Fourth Street from Grant St to the alley next to Korea Restaurant. We would also like three parking spaces for our artist Joel to park his RV in on Fourth St.	
Expected Number of Participants:	100	Expected # of vehicles (Use of Parking Spaces to close): 15

**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) <span style="float: right;">x</span>
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. 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 type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**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***

x <input 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>
x <input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached) <span style="float: right;">x</span>
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
x <input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
x <input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
x <input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <span style="float: right;">x</span> <input type="checkbox"/> Not applicable



X	<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
X	<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)
X	<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
X	<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

## 6. CHECKLIST

X	<input type="checkbox"/>	Determine what type of Event
X	<input type="checkbox"/>	Complete application with attachment <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
X	<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
X	<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
X	<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
X	<input type="checkbox"/>	No Parking Signs <input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW)  <input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

**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>.**



CITY OF BLOOMINGTON

# NOISE PERMIT

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

## Application and Permit Information

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

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

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

## Event and Noise Information

Name of Event:	oak. block party		
Location of Event:	Fourth and Grant		3pm
Date of Event:	June 21, 2022		Time of Event: Start: 9pm
Calendar Day of Week:	Tuesday		End:
Description of Event:	oak. second anniversary block party featuring local holistic wellness vendors culminating in an intimate house show musical performance.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	

## Applicant Information

Name:	oak. owner		
Organization:	401 e 4th st	Title:	
Physical Address:	oak.bloomington@gmail.com		8123459607
Email Address:		Phone Number:	
Signature:		Date:	02*25.2022

## 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.**

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

# Waste and Recycling Management Plan Template

oak. block party

Event name: \_\_\_\_\_ 100 \_\_\_\_\_

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

Number of food vendors: \_\_\_\_\_ 20 \_\_\_\_\_

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.

oak. staff will empty designated recycle and trash bins that will be located at the corner of Fourth and Grant Streets, each hours.

**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 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.  
June 21, 2022

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:

<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

Greetings,

I am so excited to reach out to you fellow Fourth Street businesses today on behalf of oak. I own the newish plant store here on the corner of Fourth and Grant, and we're about to celebrate our second anniversary! We want to celebrate in style and shut down part of Fourth Street to do this. We plan on closing down Fourth Street from Grant St to the alley located next to the Korea Restaurant. On this block we're going to host a variety of holistic wellness practitioners as well as art vendors, a musician, and perhaps more! This event will be all about finding your inner peace!

We plan to close down Fourth St on June 21, 2022 from approximately 1pm until 11pm. The actual event will take place from 3pm – 9pm. The event will be a low-key wellness event with various practitioners sharing their expertise, and will culminate in a musical performance from 8-9pm with life coach and wellness practitioner, a Soul Called Joel.

Our hope and intention is to bring a calm vibe of community to our corridor for this Tuesday Summer Solstice evening. Our customers will come to you to eat dinner on your patios, and then partake in the various activities we have to offer.

### **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 oak. Summer Solstice Celebration

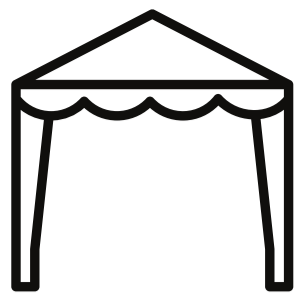
The Board of Public Works meeting to hear this request will be TBA 2022 Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

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: talia halliday

DATE: 2/25/2022



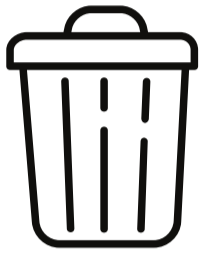
**community booths lining each of the street**

Add "Road Closed to Thru Traffic" signs at 4th and Dunn

Add "Road Closed" sign



**barricades on Fourth and Grant as well as across Fourth at the alley**

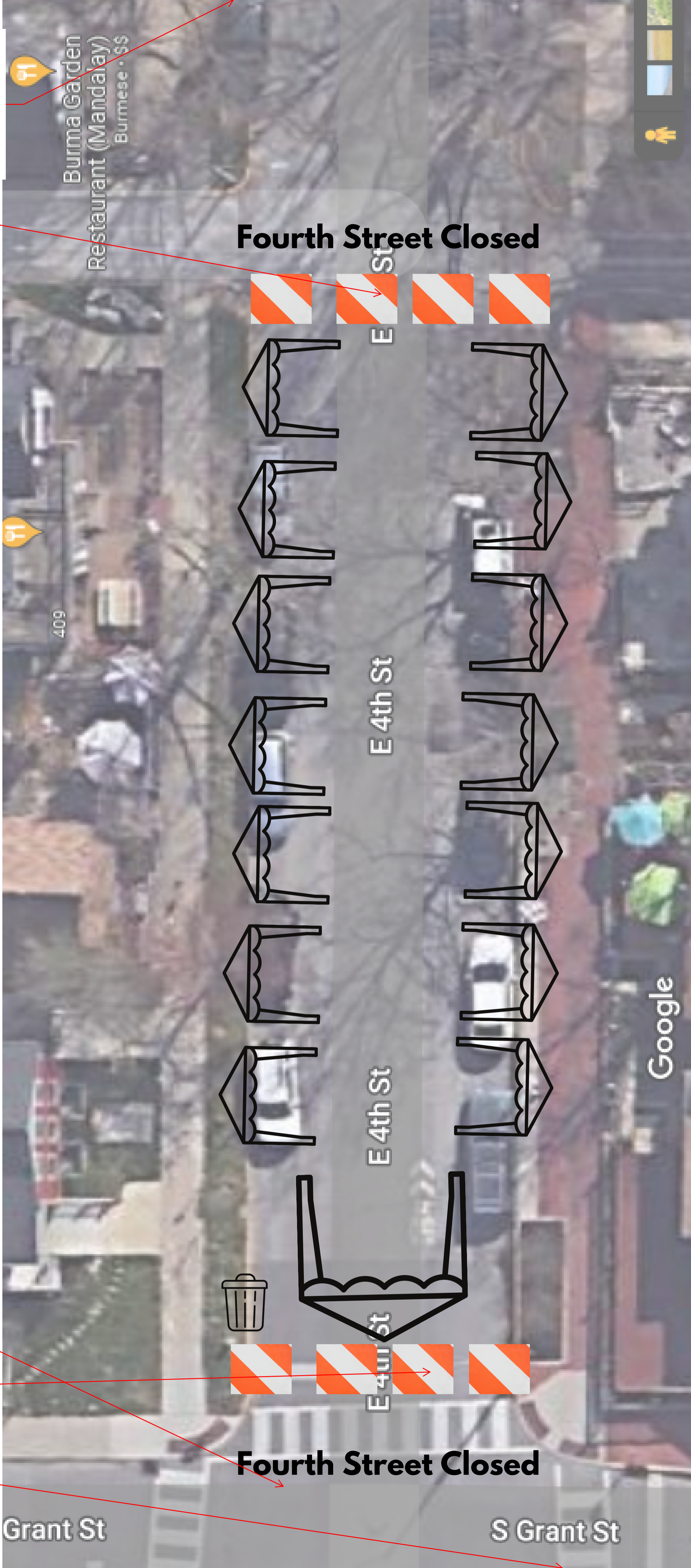


**garbage/recycle bins placed at corner of 4th/Grant**

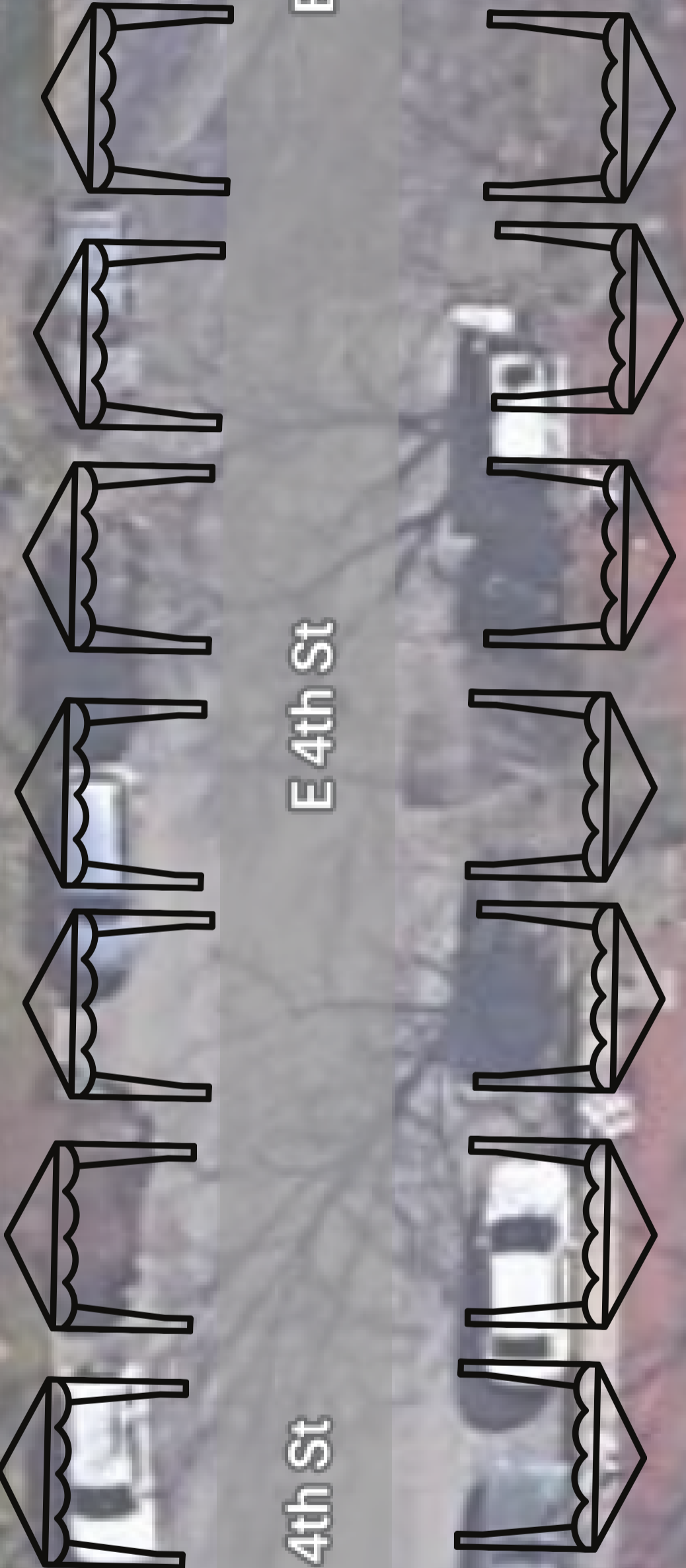
Move barricades to outside of crosswalk

Add "Road Closed Ahead" signs at 4th and Lincoln (use tree plot, not on sidewalk or in road)

Add "Road Closed" sign



**Fourth Street Closed**



**Fourth Street Closed**

Grant St

S Grant St

**BOARD OF PUBLIC WORKS  
RESOLUTION 2022-13**

**SUMMER SOLSTICE CELEBRATION**

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

WHEREAS, OAK is organizing a Summer Solstice Celebration, on Tuesday, June 21, 2022, to take place on Fourth Street from Grant to the Alley next to Korea Restaurant; and

WHEREAS, the OAK has requested that the Board of Public Works allow them to close Fourth Street from Grant to the Alley next to Korea Restaurant to vehicular traffic during the Summer Solstice Celebration; and

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

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that OAK may close Fourth Street from Grant to the Alley next to Korea Restaurant from vehicular traffic on Tuesday, June 21, 2022 from 1:00 p.m. until 11:00 p.m. on for the purpose of staging a Summer Solstice Celebration . OAK shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. OAK shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
4. The City of Bloomington will provide and set up barricades not before 3:00 p.m. on June 21, 2022. The barricades will be removed by 11:00 p.m. on June 21, 2022
5. OAK will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event.
6. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 3:00 p.m. and 9:00 p.m. on Tuesday, June 21, 2022.



7. OAK shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
8. OAK 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.
9. In consideration for the use of the City’s property and to the fullest extent permitted by law, OAK, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 12th DAY OF APRIL 2022.

BOARD OF PUBLIC WORKS:

OAK:

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Date

**BOARD OF PUBLIC WORKS  
RESOLUTION 2022-14**

**Pili's Party Taco Cinco de Mayo Food Truck Festival on 4th Street**

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

WHEREAS, Pili's Party Taco LLC is organizing a Cinco de Mayo Food Truck Festival on Thursday, May 5, 2022, to take place on Fourth Street between South Walnut Street and South Washington Street as depicted in Exhibit A to this Resolution; and

WHEREAS, the Cinco de Mayo Food Truck Festival has requested that the Board of Public Works allow them to close the 100 block of E. Fourth Street and adjacent alley entrances on the 100 block of E. Fourth Street; and

WHEREAS, Cinco de Mayo Food Truck Festival has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured; and

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that the Cinco de Mayo Food Truck Festival may close the 100 block of E. Fourth Street and adjacent alley entrances on the 100 block of E. Fourth Street as depicted in Exhibit A beginning at 9:00 a.m. on Thursday, May 5, 2022, until 10:00 p.m. on Thursday, May 5, 2022, for the purpose of staging the Cinco de Mayo Food Truck Festival for the general public.
3. The Cinco de Mayo Food Truck Festival shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. The Cinco de Mayo Food Truck Festival shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
5. The City of Bloomington will provide and set up barricades not before 9:00 a.m. on May 5, 2022. The barricades will be removed by 10:00 p.m. on Thursday, May 5, 2022.
6. The Cinco de Mayo Food Truck Festival will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this

block, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event.

7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 3:00 p.m. and 9:00 p.m. on Thursday, May 5, 2022.
8. The Cinco de Mayo Food Truck Festival shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. The Cinco de Mayo Food Truck Festival shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
10. In consideration for the use of the City’s property and to the fullest extent permitted by law, The Cinco de Mayo Food Truck Festival and Pili’s Party Taco LLC, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
11. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 12th DAY OF APRIL 2022.

BOARD OF PUBLIC WORKS:

THE CINCO DE MAYO FOOD TRUCK  
FESTIVAL:

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



## Board of Public Works Staff Report

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**Project/Event:** Granfalloon Mainstage Concert and Bloomington Handmade Market

**Petitioner/Representative:** Indiana University Arts & Humanities Council &  
Bloomington Handmade Market

**Staff Representative:** Holly Warren

**Date:** April 12, 2022

**Event Date:** Saturday, June 4<sup>th</sup>, 2022

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Inspired by one of the Hoosier State's most famous authors, Granfalloon brings together musicians, artists, thinkers, and good people from all walks of life for a multi-day celebration of art, ideas, and community to kick off the summer arts scene in Bloomington. The Mainstage concert will take place on Saturday, June 4, 2022 and feature activity booths hosted by local arts groups, panels on local environmental issues and environmental writing, and keynote readings, all of which will culminate in a free outdoor concert featuring Japanese Breakfast, Car Seat Headrest, and NNAMDI. The festival will include new and returning partners including the City of Bloomington, Bloomington Handmade Market, Secretly Group, Buskirk-Chumley Theater, IU Writers' Conference, Visit Bloomington, Indiana Humanities, Monroe County Public Library, and WonderLab, among others.

Bloomington Handmade Market is an independent craft fair featuring the work of artists, makers, and craftspersons from all over the Midwest. BHM began in 2009 and has hosted 18 markets over the past 12 years. In 2022, they will take up two city blocks to host 50+ handmade makers selling their wares. They plan to continue their partnerships with local Kirkwood businesses: MCPL, Orange Theory, Graduate Bloomington, and the BCT as well as the restaurants on Kirkwood that have already closed the streets.



## 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:	Ed Dallis-Comentale		
Contact Phone:	(812) 219-3457	Mobile Phone:	
Title/Position:	Director		
Organization:	Indiana University Arts and Humanities Council		
Address:	750 E Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47405		
Contact E-Mail Address:	ecomenta@indiana.edu		
Organization E-Mail and URL:	artsandhumanities.indiana.edu		
Org Phone No:		Fax No:	

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

Organization Name:	Bloomington Handmade Market		
Address:	116 N Walnut St		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	bloomingtonhandmademarket@gmail.com		
Phone Number:	(812) 345-9607	Mobile Phone:	
Organization Name:	Monroe County Public Library		
Address:	303 E Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47408		
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:	Buskirk Chumley Theater		
Address:	114 E Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47408		
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 checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	June 4, 2022	
Time of Event:	Date: 6/4/22      Start: 10am	Date: 6/4/22      End: 11pm
Setup/Teardown time Needed	Date: 6/3/22      Start: 6pm	Date: 6/5/22      End: 3am
Calendar Day of Week:	Saturday	
Description of Event:	<p>Granfalloon Mainstage Concert + Bloomington Handmade Market</p> <p>Inspired by one of the Hoosier State's most famous authors, Granfalloon brings together musicians, artists, thinkers, and good people from all walks of life for a multi-day celebration of art, ideas, and community to kick off the summer arts scene in Bloomington. The Mainstage concert will take place on Saturday, June 4, 2022 and feature activity booths hosted by local arts groups, panels on local environmental issues and environmental writing, and keynote readings, all of which will culminate in a free outdoor concert featuring Japanese Breakfast, Car Seat Headrest, and NNAMDI. The festival will include new and returning partners including the City of Bloomington, Bloomington Handmade Market, Secretly Group, Buskirk-Chumley Theater, IU Writers' Conference, Visit Bloomington, Indiana Humanities, Monroe County Public Library, and WonderLab, among others.</p> <p>Bloomington Handmade Market is an independent craft fair featuring the work of artists, makers, and craftspersons from all over the Midwest. BHM began in 2009 and has hosted 18 markets over the past 12 years. In 2022, they will take up two city blocks to host 50+ handmade makers selling their wares. They plan to continue their partnerships with local Kirkwood businesses: MCPL, Orange Theory, Graduate Bloomington, and the BCT as well as the restaurants on Kirkwood that have already closed the streets.</p>	
List of Street Closures (If applicable)	Kirkwood Ave (Blocks 200 E-500 E); Grant St (100 N) and, if available, Grant St (100 S).  Washington, Lincoln, and Dunn will remain open to vehicle traffic	
Expected Number of Participants:	5000+	Expected # of vehicles (Use of Parking Spaces to close): 5-8 food trucks

The Granfalloon Mainstage Concert is run by the Indiana University Arts and Humanities Council in partnership with a number of other campus and community groups. The Council staff will be working closely with the IU Auditorium, University Events, IU Facilities Operations, IU Athletics, and university-contracted security and EMS companies to provide paid staff, security personnel, and trained medical personnel as well as equipment for the event. Both the IU Arts and Humanities Council and the Bloomington Handmade Market have a history of successfully organizing large public events. The Council has previously put on two iterations of the Granfalloon Mainstage Concert in 2018 and 2019, each of which drew over 1000 attendees to its location at Upland Brewery. The Council also annually organizes four First Thursdays festivals, each of which draws 2000+ guests to the Showalter Fountain Plaza. The Bloomington Handmade Market has been a staple of the Bloomington arts and crafts scene since 2009 and routinely brings 2000+ guests to its outdoor summer festival.



CITY OF BLOOMINGTON

# NOISE PERMIT

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

## Application and Permit Information

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

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

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

## Event and Noise Information

Name of Event:	Granfallon Mainstage Concert + Bloomington Handmade Market		
Location of Event:	Kirkwood Ave (Blocks 200 E-500 E); Grant St (100 N & 100 S if available)		
Date of Event:	June 4, 2022	Time of Event:	Start: 10 am
Calendar Day of Week:	Saturday		End: 11pm
Description of Event:	<p>Granfallon brings together musicians, artists, thinkers, and good people from all walks of life for a multi-day celebration of art, ideas, and community to kick off the summer arts scene in Bloomington. The outdoor festival will take place on Saturday, June 4, 2022 and feature activity booths hosted by local arts groups, panels on local environmental issues and environmental writing, and keynote readings, all of which will culminate in a free outdoor concert.</p> <p>Bloomington Handmade Market is an independent craft fair featuring the work of artists, makers, and craftspersons from all over the Midwest. BHM began in 2009 and has hosted 16 markets over the past nine years. In 2022, they will take up two city blocks to host 50+ handmade makers selling their wares.</p>		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

## Applicant Information

Name:	Ed Dallis-Comentale		
Organization:	IU Arts and Humanities Council	Title:	Director
Physical Address:	750 E Kirkwood Ave, Bloomington, IN 47405		
Email Address:	ecomenta@indiana.edu	Phone Number:	(812) 219-3457
Signature:		Date:	03/11/2022

## 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.**

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

## 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 Granfalloon Mainstage Concert and Bloomington Handmade Market.

The Board of Public Works meeting to hear this request will be MARCH 29, 2022. 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 Granfalloon Mainstage Concert and Bloomington Handmade Market will be on file and may be examined in the Public Works Office on Friday, March 25 prior to the Tuesday, March 29 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: Ed Dallis-Comentale

DATE: March 11, 2022





# INDIANA UNIVERSITY

ARTS & HUMANITIES COUNCIL

Bloomington

March 11, 2022

Sir or Madam:

I am writing to let you know that we are planning to host our annual Granfalloon festival again in early June 2022. The festival, which celebrates local arts and culture and features dozens of local artists, musicians, and writers, takes place at multiple campus and downtown venues. We are partnering with the Bloomington Handmade Market, the Indiana Writers Conference, and several other local organizations, for an expanded kickoff of Bloomington's summer arts season.

On Saturday, June 4, both the Granfalloon Mainstage Concert and Bloomington Handmade Market Summer Fair will take place on Kirkwood Avenue from 10:00 am to roughly 11:00 pm. These events will require most of East Kirkwood Avenue to be closed; the 200-block for Granfalloon activities and the 300, 400, and 500-block for the Bloomington Handmade Market. We will also be closing the 100 N and 100 S blocks of Grant Street for partner booths. Please see the map and the public meeting notice included with this letter.

Thank you for your attention to this matter. I hope we can work together to make this a successful event for our community and all nearby residents, businesses, and organizations. If you have any questions or concerns, please reach out to our office at [ahcounc@iu.edu](mailto:ahcounc@iu.edu).

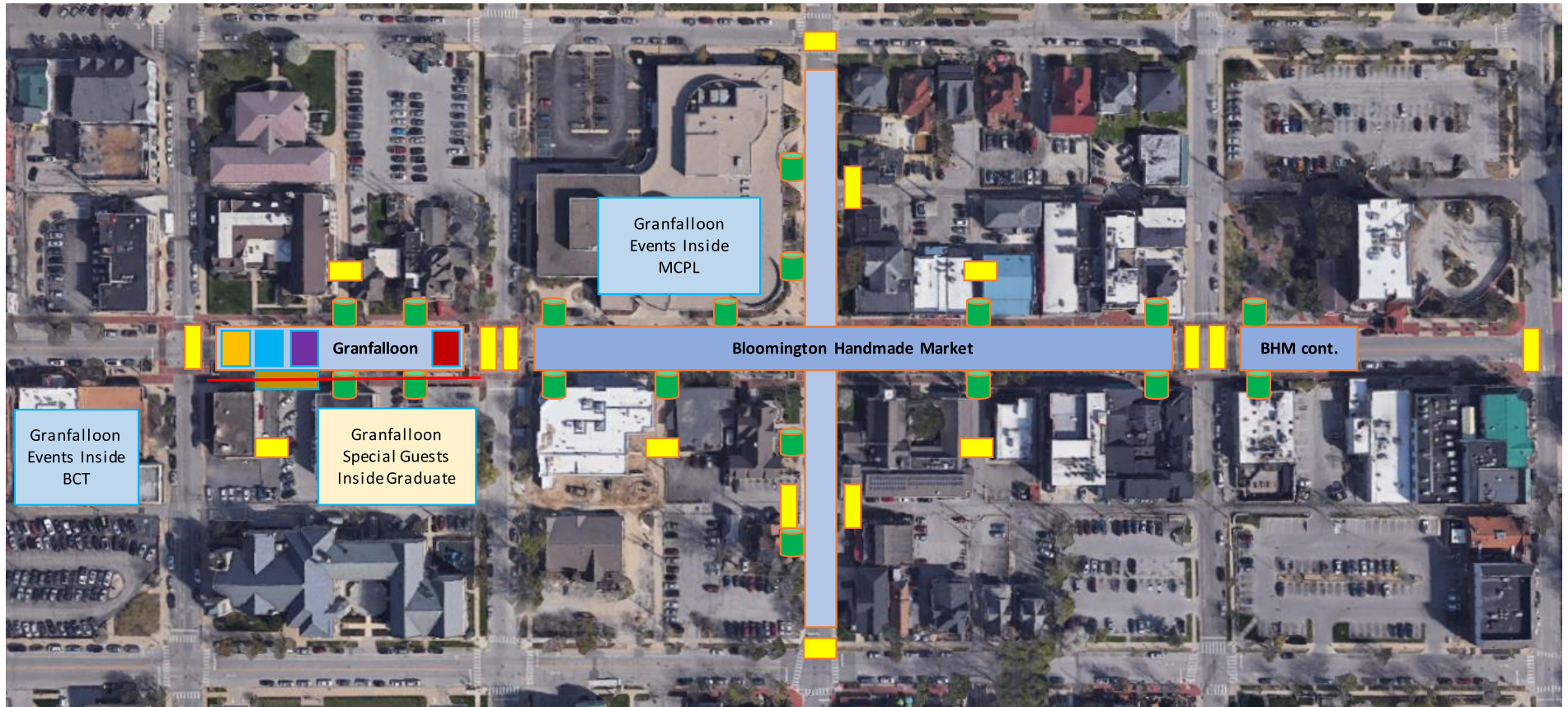
Sincerely,

Edward P. Dallis-Comentale  
*Professor of English*  
*Associate Vice Provost for Arts and Humanities*  
*Director of IU Arts and Humanities Council*  
artsandhumanities.indiana.edu

- = Barricade/Bollard
- = Stage
- = Pit Section
- = Beer Garden (Upland)
- = Waste/Recycling
- = Backstage/Gear
- = VIP Section
- = Side walk closure

**Proposed Road/Sidewalk Closures:**

- E Kirkwood Ave Blocks 200-500
- N Grant St 100 Block (S Grant St 100 Block tentative)
- Washington, Lincoln, and Dunn remain open
- 200 E Kirkwood south sidewalk closed, route to north sidewalk



**GRANFALLOON + BLOOMINGTON HANDMADE MARKET  
JUNE 4, 2022 - EVENT MAP**

**Other Notes:**

- Existing restaurant infrastructure to remain
- 10'-deep tents will line Kirkwood along the curb

2022 Granfalloon Outdoor Festival + Bloomington Handmade Market  
Maintenance of Traffic Plan

Before Setup

- City to place “No Parking” signs on Kirkwood Ave (Blocks 200-500 E), Grant St (Blocks 100 N and 100 S), and a few designated spaces on both Washington and Lincoln Ave.

Friday Evening – Stage and tent setup

- 6pm – City to close 200-Block of E Kirkwood Ave to through traffic (if not already closed) with removable bollards and/or provided barricades; set-up road closed signage
  - Festival staff will coordinate with stage, tent, and fence drop-off teams
- Temporary “No Parking” enforced

Saturday – Continued setup, festival

- 6am – City to close 300, 400, and 500-Block of E Kirkwood Ave, 100-Block of N Grant, and 100-Block of S Grant to through traffic (if not already closed) with removable bollards and/or provided barricades
  - Festival staff will coordinate with port-a-potty rental team
- 10am – City to close alleyway access to closed areas of Kirkwood Ave and Grant Street with provided barricades; include no through traffic signage
  - Last call for vehicle drop-off
- 12pm - Close 200 E Kirkwood south sidewalk, route pedestrian traffic to north sidewalk
- Festival Staff will setup bike-rack fencing for back-stage, VIP, and Pit areas (fencing provided by IU)
- Install temporary walking ramps on Washington St around fan areas (as needed)
- Maintain 12 ft safety corridor from Dunn St to Washington St (east/west)
- Temporary “No Parking” enforced

Saturday/Sunday (immediately after concert) – Stage teardown, clean-up

- City to remove bollards/barricades on all roads and connected alleyways unless the City decides to keep them closed
- Festival staff will remove all rented equipment from streets and sidewalks
- Remove temporary walking ramps (if needed)
- City to remove “No Parking” signs

# Waste and Recycling Management Plan

**Event name:** Granfalloon Mainstage Concert + Bloomington Handmade Market

**Number of expected attendees:** 5000+

**Number of food vendors:** 5-8 food trucks, local restaurants

**Number of other vendors:** 1 - Upland Brewing Co

**Designated waste and recycling manager:** Gerard Pannekoek

**Event map:** Attached to application. We will utilize current city trash containers + 15 additional waste bins, 15 additional recycling bins, and 1 ~500 gallon dumpster (current estimate)

**Targeted waste:**

Type of waste	Collection plan
Co-mingled recyclable	Collect waste in rented bins and move to larger dumpster during/after festival; festival signs and volunteers will ensure non-recyclable waste isn't put in co-mingled recyclable bins
Non-recyclable Waste	Collect waste in rented bins and move to larger dumpster during/after festival; will use festival signage to designate non-recyclable bins

**Collection and hauling system:** The festival will have non-recyclable waste and co-mingled recycling bins located along Kirkwood Avenue and Grant Street. They will be spaced intermittently for easy access by attendees in all areas of the festival. We will provide signage that will clearly indicate which bins are used for waste and which bins are used for recycling. Festival staff (IU Facilities) will empty the bins into rented dumpsters as needed throughout the festival and lead the cleanup effort immediately after the festival. The dumpsters will be placed in the lot just south of the Buskirk-Chumley Theater unless a more central location can be found.

**Vendor and volunteer education and training:** We are working closely with local restaurants to provide food and drink options at the festival. We will communicate directly with these restaurants about festival waste management practices. Food truck vendors will also receive information beforehand about expectations for appropriate use of the waste and recycling bins.

In partnership with SustainCollins, we will offer volunteer training prior to the festival and on-site before each volunteer shift. Festival volunteers will be trained on festival waste management practices and best practices for informing attendees of festival waste practices.

**Materials and supplies:** In addition to the City's waste and recycling bins, we will provide 15 waste bins, 15 recycling bins, bin bags, ~500 gallon dumpster, and signage. Festival staff will be equipped with protective gloves and trash pickers. We will contract Republic/Hoosier Disposal for dumpster rental, and IU Facilities will provide the bins, liners, and staffing.

**Designation of duties:** The Waste and Recycling Manager will coordinate with Republic/Hoosier Disposal and IU Facilities to ensure that collection and hauling needs are met. The Volunteer Coordinator will work with volunteers to ensure effective communication to attendees about festival waste and recycling practices.

## Granfalloon 2022 Emergency Plan Considerations

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### Snapshot of Event:

Event: Granfalloon Mainstage Concert + Bloomington Handmade Market  
Location: Kirkwood Avenue (200 E -500 E Block), Grant St (100 N – 100 S) Bloomington, IN 47405  
Date: Saturday, June 4, 2022  
Time: 10am – 11pm  
Tickets: Free and open to the public with tickets available for specific areas  
Attendance: 5000+

### TIMELINE

Friday, June 3

6pm-Late – close down 200 E Kirkwood; stage and equipment setup

Saturday, June 4

6am – Close down remaining streets; begin Handmade Market setup

8am – Finalize Granfalloon stage setup; continue Granfalloon equipment setup

9am – Sound Checks begin

10am – Finalize tent and fencing setup; begin Granfalloon partner booth and vendor setup

1pm – Sound checks conclude, Granfalloon booths open

4pm – VIP and Pit areas open

5pm – Performances start

11pm – Concert ends, clean up begins

### Command/Leadership & Instructions: (During the Event)

Ed Comentale, Arts & Humanities Council Director – (812) 219-3457

Adrian Starnes, Arts & Humanities Council Associate Director – (812) 650-2923

Gerard Pannekoek, Arts & Humanities Program Coordinator – (219) 476-5887

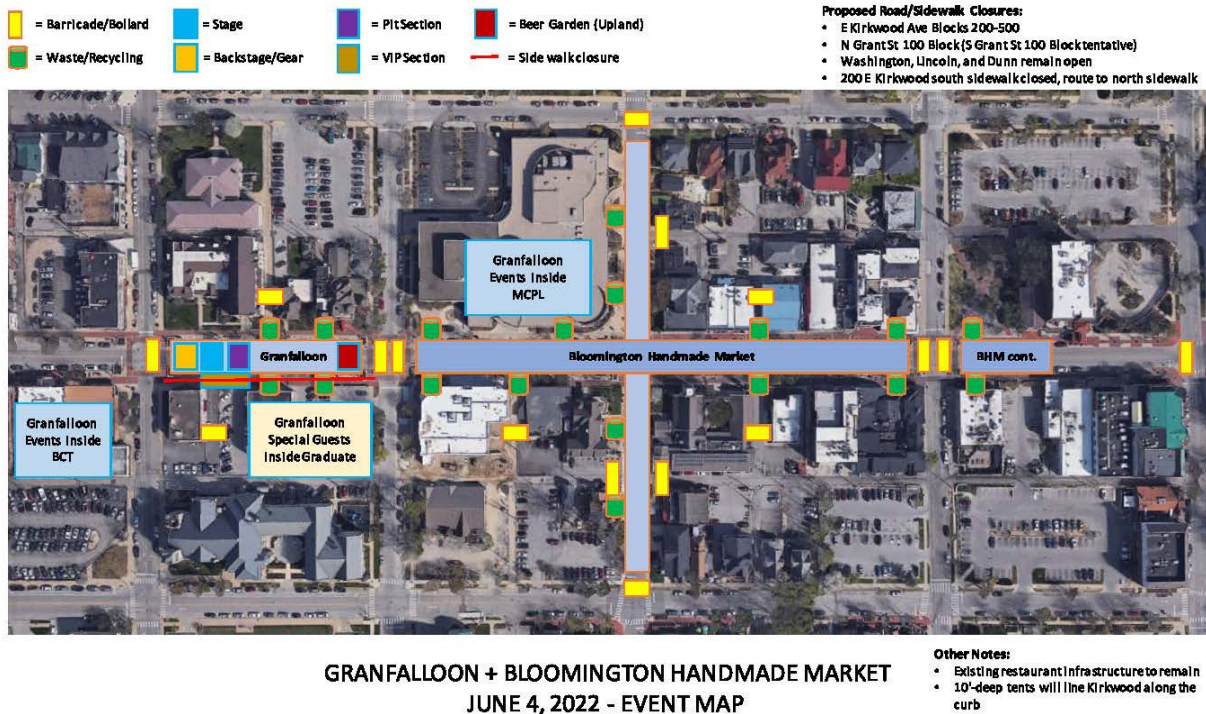
Natalie Almanza, Arts & Humanities Program Coordinator – (312) 316-6293

Mike Schwandt, Lighting/Sound Director – (812) 360-1467

### Space Information

The event will take place on East Kirkwood Avenue utilizing blocks 200 E-500 E and Grant Street utilizing blocks 100 N - 100 S. The streets in use will be closed off to car traffic during the event and several spaces on the 200 block will be fenced off using bike rack fencing. The event space will be setup similarly to other large events held in that space (ie Pridefest). The Granfalloon space (200 Block) will be managed by Arts and Humanities Council staff in coordination with IU Events, CSC Security, and the City of Bloomington Police and Fire Department. The Bloomington Handmade Market space (300-500 Blocks) will be managed by their own staff in coordination with Arts and Humanities Council staff. Additional Granfalloon activities will be going on inside the Buskirk Chumley Theater, the Monroe County Public Library, and on the IU Bloomington campus near the sample gates and Dunn Woods. A few food trucks will be parked in and around the event area. Temporary restrooms and sanitation areas will be available for attendees along Grant Street.

# Granfalloon 2022 Emergency Plan Considerations



## Safety and Security Information

- City of Bloomington will provide bollards and barricades for all closed roads and alleyway access points.
- Bike rack fencing to be set up around VIP area, Pit area, backstage area, and beer garden area. All areas will also be staffed by the Arts and Humanities Council, IU Events, and security personnel to manage access and crowding.
- IU's security partner, CSC, will be employed to manage security in the Granfalloon area before and during the concert. They will be stationed in front of the stage, backstage, in the VIP area, and in the pit area as well as making sweeps through the festival area.
- Bloomington Police Department and Fire Department will be on-standby in case of emergencies
- Additional lighting will be provided in poorly lit areas near restrooms and sanitation stations

## Medical Planning:

- IU's EMT partner, Lifeline, will be employed to be onsite during the event
- 911 will be used in the event of emergencies.

## Response Planning

All emergency response will be coordinated through event leaders. Staff will receive instructions from festival leaders via cell phone and will notify attendees accordingly. Emergency instructions will also be made to all concert attendees over the PA. Festival staff will check in with festival leadership once instructions have been relayed. Festival leadership will check-in with staff as needed during the festival and in response to emergency situations.

### Weather Planning:

Event staff and sound/lighting crew will be checking weather reports (via the weather.com mobile application and through the National Oceanic and Atmospheric Administration’s website at [www.noaa.gov](http://www.noaa.gov)) and consulting with IU University Emergency Management and Continuity and IU Events about cancelling the If the weather report looks questionable, we will call IU Emergency Management at 8am on the day of the event to get the most up to date weather information, and a decision as to the continuation of the event will made by 9am. In the case of sudden inclement weather, a notice will go out to all festival staff over cell phone and festival staff will instruct attendees to take shelter in the nearest building and an announcement will be made to all festival attendees over the PA to exit the premises and seek shelter. In the event of severe weather, artists and staff will take shelter in the Graduate and Buskirk Chumley Theater. See weather guidelines below.

### Recommended Event Weather Guidance For Outdoor Events For Activities

Proposed EAS Level	Threat	Distance	Time for observed threat <i>*Note times can vary</i>	Safety Actions
<b>Extreme</b>	Forecast or observed thunderstorm/lightning/hail	Less than 10 miles from any point of venue	Less than 30 min	Event activities are suspended. Staff, participants, & volunteers are directed to proper shelters
<b>High</b>	Forecast or observed thunderstorm/lightning/hail	10-30 miles from any point of venue	30 min	Event activities are suspended. A mandatory evacuation of the venue begins
<b>Moderate</b>	Forecast or observed thunderstorm/lightning/hail	30-50 miles away from any point of venue.	45 Min	Weather is monitored event officials are notified of elevated lightning monitoring. Voluntary evacuation begins.
<b>Low</b>	Forecast or observed thunderstorm/lightning/hail	Greater than 50 miles away from any point of venue	60 Min	Weather is monitored event officials are notified of elevated lightning monitoring. Voluntary evacuation begins.

- High winds; gusts over 25 mph or sustained winds over 15 mph, will require immediate evacuation and the lowering of any high-standing equipment
  - Wind gust information would be monitored as a part of the overall weather monitoring for the event. Most online resources will report gust speeds.
- Equipment requiring actionable items for various conditions should be included. Sometimes warranties, University policy and/or best practices provide details to be considered.
  - All electrical equipment and connections should be covered or bagged in the event of light rain and deactivated in heavy or persistent rain.

**CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS  
RESOLUTION 2022-15**

**Granfalloon Mainstage Concert and Bloomington Handmade Market**

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

WHEREAS, the Granfalloon Mainstage Concert and Bloomington Handmade Market is organizing their Mainstage Concert and Summer Handmade Market, on Saturday, June 04, 2022, to take place on Kirkwood Ave and Grant Street and designated spaces on both Washington Street and Lincoln Ave ; and

WHEREAS, the Granfalloon Mainstage Concert and Bloomington Handmade Market has requested that the Board of Public Works allow them to close the 200-500 blocks of E. Kirkwood Ave, Grant Street and designated spaces on both Washington Street and Lincoln Ave. and

WHEREAS, Granfalloon Mainstage Concert and Bloomington Handmade Market has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured; and

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that Granfalloon Mainstage Concert and Bloomington Handmade Market may close the 200-500 blocks of E. Kirkwood Ave, Grant Street and designated spaces on both Washington Street and Lincoln Ave. beginning at 6:00 pm Friday, June 03, 2022 until 3:00 a.m. on Sunday, June 05, 2022 for the purpose of staging the Granfalloon Mainstage Concert and Bloomington Handmade Market for the general public.
3. Granfalloon Mainstage Concert and Bloomington Handmade Market shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Granfalloon Mainstage Concert and Bloomington Handmade Market shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate.
5. The City of Bloomington will provide and set up barricades not before 6:00 p.m. on June 03, 2022. The barricades will be removed by 3:00 a.m. on Sunday, June 05, 2022.



6. Granfalloon Mainstage Concert and Bloomington Handmade Market will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 10:00 a.m. and 11:00 p.m. on Saturday, June 04, 2022.
8. Granfalloon Mainstage Concert and Bloomington Handmade Market shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. Granfalloon Mainstage Concert and Bloomington Handmade Market shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
10. In consideration for the use of the City’s property and to the fullest extent permitted by law, Granfalloon Mainstage Concert and Bloomington Handmade Market, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
11. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 12th DAY OF APRIL 2022.

BOARD OF PUBLIC WORKS:

GRANFALLOON MAINSTAGE  
CONCERT AND BLOOMINGTON  
HANDMADE MARKET:

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



## Board of Public Works Staff Report

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<b>Project/Event:</b>	Award Construction Contract for the 17 <sup>th</sup> Street Multi-Use Path EAST Project
<b>Petitioner/Representative:</b>	Engineering Department
<b>Staff Representative:</b>	Roy Aten, Senior Project Manager
<b>Date:</b>	04/12/2022

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**Report:** This project will construct a multiuse path on the north side of 17th Street from Walnut Street to Grant Street, mill and re-surface the asphalt, and upgrade curb ramps in order to provide multimodal safety improvements within the corridor. The project is programmed to use local funding through the consolidated TIF Bonds Proceeds, West 17<sup>th</sup> Street Area. This award will be contingent on approval of funding at the next regular meeting of the Redevelopment Commission.

### Maintenance of Traffic and Road Closure

The earliest day for the contractor to begin construction will be May 9<sup>th</sup>, 2022, after the Indiana University Graduation Ceremony. The project will close westbound traffic on 17<sup>th</sup> Street and install a detour route that uses Dunn Street to the Bypass to College Avenue. The project will run for 120 days and has an anticipated completion date around the end of August.

### Bids

Bids were received at the Board of Public Works work session on Monday April 11<sup>th</sup>, 2022. The Board has received the following two bids.

- Crider & Crider, Inc. \$1,484,301.98
- Milestone Contractors, L.P. \$1,192,901.58

With Milestone Contractors, L.P. as the apparent lowest responsive and responsible bidder.

## City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, L.P.

Contract Amount: \$1,192,901.58

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

**PURCHASE INFORMATION**

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

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

2. List the results of procurement process. Give further explanation where requested. Yes    No

# of Submittals:    2	Yes	No		Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.)  Bids were solicited in compliance with IAC 36-1-12 and the City of Bloomington's financial Policies Manual (Updated January 2018).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Contract will be awarded at the April 12th, 2022 Board of Public Works to the lowest responsive and responsible bidder.

\_\_\_\_\_  
Roy Aten

\_\_\_\_\_  
Senior Project Manager

\_\_\_\_\_  
Engineering

Print/Type Name

Print/Type Title

Department

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CONTRACTOR

FOR

17<sup>th</sup> Street Multi-Use Path EAST

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Milestone Contractors, L.P., (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for *the installation of a multi-use path, curb and ramp replacement, installation of storm sewer, and milling and resurfacing East 17<sup>th</sup> Street from North Walnut Street to North Grant Street.*

(more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

**ARTICLE 1. TERM**

**1.01** This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

**ARTICLE 2. SERVICES**

**2.01** Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

**2.02** All work required under this Agreement shall be substantially completed by the CONTRACTOR within One Hundred Twenty (120) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

**2.03** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY'S other remedies under this Agreement, or as provided by applicable law, for other damages.

**2.04** CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

### **ARTICLE 3. COMPENSATION**

**3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

**3.02** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

**3.03** The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

**3.04** CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

**3.05** For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

**3.06** **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held set out below.

**4.01** **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

**4.02** **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

**4.03** **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

**4.04** **Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner

that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

## **ARTICLE 5. GENERAL PROVISIONS**

**5.01** CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

### **5.02 Abandonment, Default and Termination**

**5.02.01** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.

**5.02.02** If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

**5.02.03 Default:** If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

**5.02.04** CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

**5.02.05** All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her

Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

**5.02.06** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

**5.02.07** CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

**5.03 Successors and Assigns**

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

**5.03.02** No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

**5.04 Extent of Agreement: Integration**

**5.04.01** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

**5.04.02** In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

**5.05 Insurance**

**5.05.01**

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

**5.05.02** CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

**5.05.03** With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

**5.05.04** Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

**5.06** **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

**5.07** **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.08** **Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of



employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

**5.09 Workmanship and Quality of Materials**

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR'S Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

**5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

**5.10 Safety.** CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**5.10.01** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

**5.11 Amendments/Changes**

**5.11.01** Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

**5.11.02** Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

**5.11.03** If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

**5.11.04** CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

**5.12 Performance Bond and Payment Bond**

**5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

**5.12.03** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

**5.13 Payment of Subcontractors** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

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

**5.14 Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Milestone Contractors, LP
Attn: Roy Aten	Attn: Aaron Chandler
P.O. Box 100 Suite 130	4755 W. Arlington Rd
Bloomington, Indiana 47402	Bloomington, Indiana 47404

**5.15 Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

**5.16 Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**5.17 Steel or Foundry Products**

**5.17.01** To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

**5.17.02** Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

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

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

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

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

**5.18 Verification of Employees' Immigration Status**

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

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

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

**5.19 Drug Testing Plan**

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject

to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

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

City of Bloomington  
Bloomington Board of Public Works

BY:

BY:

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

\_\_\_\_\_  
Contractor Representative

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

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

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

\_\_\_\_\_  
Title of Contractor Representative

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

## **ATTACHMENT 'A'**

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

#### 17<sup>th</sup> Street Multi-Use Path EAST

This project shall include, but is not limited to, the *installation of a multi-use path, curb and ramp replacement, installation of storm sewer, and milling and resurfacing East 17<sup>th</sup> Street from North Walnut Street to North Grant Street.*

**ATTACHMENT 'B'**

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

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

**AFFIDAVIT**

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

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

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

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

Commission #: \_\_\_\_\_

\*Bidders:        Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

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

E-Verify AFFIDAVIT

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

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

Signature

Printed Name

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

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

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

Signature of Notary Public

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

Printed Name of Notary Public

My Commission #: \_\_\_\_\_



**ATTACHMENT 'D'**

**COMPLIANCE AFFIDAVIT**

**REGARDING INDIANA CODE CHAPTER 4-13-18**

**DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

STATE OF INDIANA )  
 ) SS:

COUNTY OF \_\_\_\_\_)

AFFIDAVIT

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

1. The undersigned is the \_\_\_\_\_ of  
(job title)  
\_\_\_\_\_  
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
  - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

My Commission #: \_\_\_\_\_

**ATTACHMENT 'E'**

**"Unit Prices"**

**ATTACHMENT 'E'**



**City of Bloomington  
Engineering Department**

Letting Date: April 11th, 2022

Schedule of Items (Unit Prices)

Page 1 of 4

Project Title : 17TH STREET MULTI-USE PATH EAST

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	L.S.	\$10,000.00	\$10,000.00
002	108-08222	INCENTIVE	10	\$	\$1,000.00	\$10,000.00
003	110-01001	MOBILIZATION AND DEMOBILIZATION	1	L.S.	\$59,000.00	\$59,000.00
004	201-52370	CLEARING RIGHT OF WAY	1	L.S.	\$12,000.00	\$12,000.00
005	202-02278	CURB, CONCRETE, REMOVE	1454	L.F.	\$9.70	\$14,103.80
006	202-03875	CONCRETE STEPS, REMOVE	1	EACH	\$800.00	\$800.00
007	202-52710	SIDEWALK CONCRETE, REMOVE	540	SYS	\$17.00	\$9,180.00
008	202-90747	RETAINING WALL, REMOVE	45	L.F.	\$35.00	\$1,575.00
009	202-91385	INLET, REMOVE	4	EACH	\$700.00	\$2,800.00
010	202-93047	MANHOLE, REMOVE	3	EACH	\$800.00	\$2,400.00
011	202-96133	PIPE, REMOVE	696	L.F.	\$30.00	\$20,880.00
012	203-02000	EXCAVATION, COMMON	315	C.Y.	\$150.00	\$47,250.00
013	205-12108	STORM WATER MANAGEMENT BUDGET	10362.83	\$	\$1.00	\$10,362.83
014	205-12616	STORM WATER MGMT IMPLEMENTATION	1	L.S.	\$3,700.00	\$3,700.00
015	205-12618	SWQCP PREPARATION	1	L.S.	\$4,250.00	\$4,250.00
016	207-08264	SUBGRADE TREATMENT, TYPE II	781	SYS	\$34.00	\$26,554.00
017	207-08268	SUBGRADE TREATMENT, TYPE IV	432	SYS	\$47.00	\$20,304.00
018	207-09895	SUBGRADE TREATMENT, TYPE V	776	SYS	\$20.00	\$15,520.00
019	211-02050	B BORROW	666	C.Y.	\$63.00	\$41,958.00
020	211-09265	STRUCTURE BACKFILL, TYPE 2	358	C.Y.	\$44.00	\$15,752.00
021	211-09266	STRUCTURE BACKFILL, TYPE 3	55	C.Y.	\$88.00	\$4,840.00
022	211-09268	STRUCTURE BACKFILL, TYPE 5	19	C.Y.	\$375.00	\$7,125.00
023	214-11796	GEOGRID, TYPE IB	714	SYS	\$5.00	\$3,570.00
024	301-12234	COMPACTED AGGREGATE NO 53	176	C.Y.	\$95.00	\$16,720.00
025	302-07455	DENSE GRADED SUBBASE	92	C.Y.	\$195.00	\$17,940.00
026	304-12623	HMA FULL DEPTH PATCHING, TYPE B	117	TON	\$300.00	\$35,100.00
027	305-11779	PCC BASE PATCHING, 7 IN.	51	SYS	\$200.00	\$10,200.00
028	306-08034	MILLING ASPHALT, 1.5"	3134	SYS	\$5.25	\$16,453.50
029	402-00001	HMA SURFACE, TYPE B, 9.5 MM	361	TON	\$125.00	\$45,125.00
030	401-10258	JOINT ADHESIVE, SURFACE	3662	L.F.	\$0.60	\$2,197.20

Continued on next page.



Project Title : 17TH STREET MULTI-USE PATH EAST

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
031	401-10259	JOINT ADHESIVE, INTERMEDIATE	2762	L.F.	\$1.50	\$4,143.00
032	401-11785	LIQUID ASPHALT SEALANT	3662	L.F.	\$0.40	\$1,464.80
033	402-07451	HMA WEDGE AND LEVEL, TYPE B	46	TON	\$145.00	\$6,670.00
034	406-05521	ASPHALT FOR TACK COAT	2.2	TON	\$700.00	\$1,540.00
035	502-11543	PCCP, 4 IN.	550	SYS	\$68.00	\$37,400.00
036	604-01268	HAND RAIL ALUMINUM	28	L.F.	\$600.00	\$16,800.00
037	604-06070	SIDEWALK, CONCRETE, 4"	132	SYS	\$145.00	\$19,140.00
038	604-08086	CURB RAMP, CONCRETE, 9 IN.	106	SYS	\$225.00	\$23,850.00
039	604-12083	DETECTABLE WARNING SURFACES	17	SYS	\$500.00	\$8,500.00
040	604-44251	STEPS, CONCRETE	2	C.Y.	\$6,500.00	\$13,000.00
041	605-06090	CURB, INTEGRAL CONCRETE	215	L.F.	\$62.00	\$13,330.00
042	605-06105	CURB, INTEGRAL CONCRETE, MODIFIED	127	L.F.	\$59.00	\$7,493.00
043	605-06120	CURB, CONCRETE	175	L.F.	\$72.00	\$12,600.00
044	605-06125	CURB, CONCRETE, MODIFIED	53	L.F.	\$115.00	\$6,095.00
045	605-06155	CURB AND GUTTER, CONCRETE, MODIFIED	635	L.F.	\$57.00	\$36,195.00
046	610-07487	HMA FOR APPROACHES, TYPE B	131	TON	\$225.00	\$29,475.00
047	610-08446	PCCP FOR APPROACHES, 6 IN. MOD. JOINTING	49	SYS	\$160.00	\$7,840.00
048	610-09108	PCCP FOR APPROACHES, 9 IN. MOD. JOINTING	476	SYS	\$155.00	\$73,780.00
049	621-06567	WATER	2.2	M.G.	\$10.00	\$22.00
050	621-06575	SODDING, NURSERY	553	SYS	\$5.75	\$3,179.75
051	622-05650	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.	4	EACH	\$2,000.00	\$8,000.00
052	628-09401	FIELD OFFICE, A	12	MONTH	\$2,200.00	\$26,400.00
053	702-90915	CLASS A CONCRETE	7	C.Y.	\$750.00	\$5,250.00
054	703-06029	REINFORCING BARS, EPOXY COATED	237	LBS	\$3.00	\$711.00
055	706-04683	RAILING, BICYCLE	66	L.F.	\$425.00	\$28,050.00
056	715-05048	PIPE, TYPE 4, CIRCULAR, 6IN.	76	L.F.	\$11.50	\$874.00
057	715-05053	PIPE, UNDERDRAIN, OUTLET 6IN.	20	L.F.	\$11.50	\$230.00
058	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	69	L.F.	\$100.00	\$6,900.00
059	715-05152	PIPE, TYPE 2, CIRCULAR, 18 IN.	346	L.F.	\$85.00	\$29,410.00

Continued on next page.



Project Title : 17TH STREET MULTI-USE PATH EAST

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
060	715-05153	PIPE, TYPE 2, CIRCULAR, 21 IN.	214	L.F.	\$115.00	\$24,610.00
061	715-05154	PIPE, TYPE 2, CIRCULAR, 24 IN.	112	L.F.	\$130.00	\$14,560.00
062	715-09064	VIDEO INSPECTION FOR PIPE	837	L.F.	\$2.25	\$1,883.25
063	715-91361	PIPE, PVC, 6 IN.	50	L.F.	\$68.00	\$3,400.00
064	715-92037	PIPE, PVC, 4 IN.	50	L.F.	\$63.00	\$3,150.00
065	720-12797	CASTING, INLET, ADJUST TO GRADE	5	EACH	\$1,400.00	\$7,000.00
066	720-12798	CASTING, MANHOLE, ADJUST TO GRADE	4	EACH	\$1,900.00	\$7,600.00
067	720-45045	INLET, J10	1	EACH	\$3,600.00	\$3,600.00
068	720-45055	INLET, M10	1	EACH	\$4,100.00	\$4,100.00
069	720-45075	INLET, R13	1	EACH	\$4,400.00	\$4,400.00
070	720-45360	PIPE CATCH BASIN, 12 IN. MODIFIED	2	EACH	\$2,900.00	\$5,800.00
071	720-45410	MANHOLE, C4	2	EACH	\$5,000.00	\$10,000.00
072	720-90349	MANHOLE, C8	6	EACH	\$5,300.00	\$31,800.00
073	720-90984	MANHOLE, C2	1	EACH	\$5,500.00	\$5,500.00
074	720-97317	INLET, F2	1	EACH	\$3,400.00	\$3,400.00
075	732-11810	MODULAR BLOCK WALL	568	SFT	\$49.00	\$27,832.00
076	732-11811	MODULAR BLOCK WALL ERECTION	568	SFT	\$50.00	\$28,400.00
077	801-01504	TEMPORARY PAVEMENT MESSAGE MARKING, LANE INDICATION ARROW	1	EACH	\$250.00	\$250.00
078	801-02595	CONTROLLER RESET TIMING	2	EACH	\$1,000.00	\$2,000.00
079	801-04308	ROAD CLOSURE SIGN ASSEMBLY	3	EACH	\$238.00	\$714.00
080	801-06203	TEMPORARY PAVEMENT MARKING, 4 IN.	500	L.F.	\$1.55	\$775.00
081	801-06207	TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN.	1100	L.F.	\$1.40	\$1,540.00
082	801-06208	TEMPORARY PAVEMENT MARKING, REMOVABLE, 5 IN. (Black Tape)	400	L.F.	\$2.40	\$960.00
083	801-06211	TEMPORARY PAVEMENT MESSAGE MARKING, REMOVABLE, LANE INDICATION ARROW	5	EACH	\$275.00	\$1,375.00
084	801-06217	TEMPORARY TRANSVERSE PAVEMENT MARKING, REMOVABLE, 6 IN.	200	L.F.	\$2.40	\$480.00
085	801-06577	TEMPORARY PAVEMENT MARKING, REMOVABLE, 24 IN.	100	L.F.	\$14.95	\$1,495.00
086	801-06625	DETOUR ROUTE MARKER ASSEMBLY	10	EACH	\$146.00	\$1,460.00
087	801-06640	CONSTRUCTION SIGN, A	50	EACH	\$180.00	\$9,000.00
088	801-06645	CONSTRUCTION SIGN, B	45	EACH	\$81.00	\$3,645.00
089	801-06775	MAINTAINING TRAFFIC	1	L.S.	\$50,975.00	\$50,975.00

Continued on next page.



Project Title : 17TH STREET MULTI-USE PATH EAST

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
090	801-07118	BARRICADE, III-A	96	L.F.	\$14.00	\$1,344.00
091	801-07119	BARRICADE, III-B	70	L.F.	\$15.00	\$1,050.00
092	801-07612	TEMPORARY PAVEMENT MARKING, 24 IN.	100	L.F.	\$13.60	\$1,360.00
093	801-94295	SIGNAL HEAD, RELOCATE	2	EACH	\$1,000.00	\$2,000.00
094	802-05701	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	30	L.F.	\$50.00	\$1,500.00
095	802-07060	SIGN, SHEET, RELOCATE	1	EACH	\$150.00	\$150.00
096	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	7	S.F.	\$50.00	\$350.00
097	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	323	L.F.	\$10.05	\$3,246.15
098	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	115	L.F.	\$1.30	\$149.50
099	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	2282	L.F.	\$1.30	\$2,966.60
100	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	71	L.F.	\$10.05	\$713.55
101	808-75300	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	143	L.F.	\$2.55	\$364.65

<b>BID:</b>	<b>\$1,192,901.58</b>
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Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

# **ESCROW AGREEMENT**

## **17<sup>th</sup> Street Multi-Use Path EAST**

THIS ESCROW AGREEMENT is made and entered into this 12<sup>th</sup> day of April, 2022, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and Milestone Contractors, L.P. (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 12<sup>th</sup> day of April, 2022, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof,

such release to be in a form reasonably satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged



and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel). The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works  
401 N. Morton Street, Suite 130  
Bloomington IN 47404  
Attn: Andrew Cibor, City Engineer

If to Escrow Agent:

First Financial Bank  
536 N. College Ave.  
Bloomington, IN 47404  
Attn: Amy Kaiser, Vice President, Treasury Management Services

If to Contractor:

Name: Milestone Contractors, LP  
Address: 4755 W. Arlington Rd  
City/State: Bloomington, IN 47404  
Attn: Aaron Chandler, Director of Estimating

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

**OWNER:**

City of Bloomington, Board of Public Works

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

**CONTRACTOR:**

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

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

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

Tax I.D. No.: \_\_\_\_\_

**ESCROW AGENT:**

First Financial Bank

By: \_\_\_\_\_  
Amy Kaiser, Vice President,  
Treasury Management Services

# AUTHORIZATION TO RELEASE ESCROW FUNDS

\_\_\_\_\_  
(Date)

First Financial Bank  
536 N. College Avenue  
Bloomington, IN 47404

Attn: Amy Kaiser, Vice President, Treasury Management Services

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of April 12th, 2022, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project: 17<sup>th</sup> Street Multi-Use Path EAST  
Account Holder/Contractor: Milestone Contractors, L.P.  
Primary Account Number: \_\_\_\_\_

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and its employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

## THE ESCROW PARTIES:

The City of Bloomington

Contractor

By: \_\_\_\_\_  
Andrew Cibor, City Engineer  
City of Bloomington

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

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

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

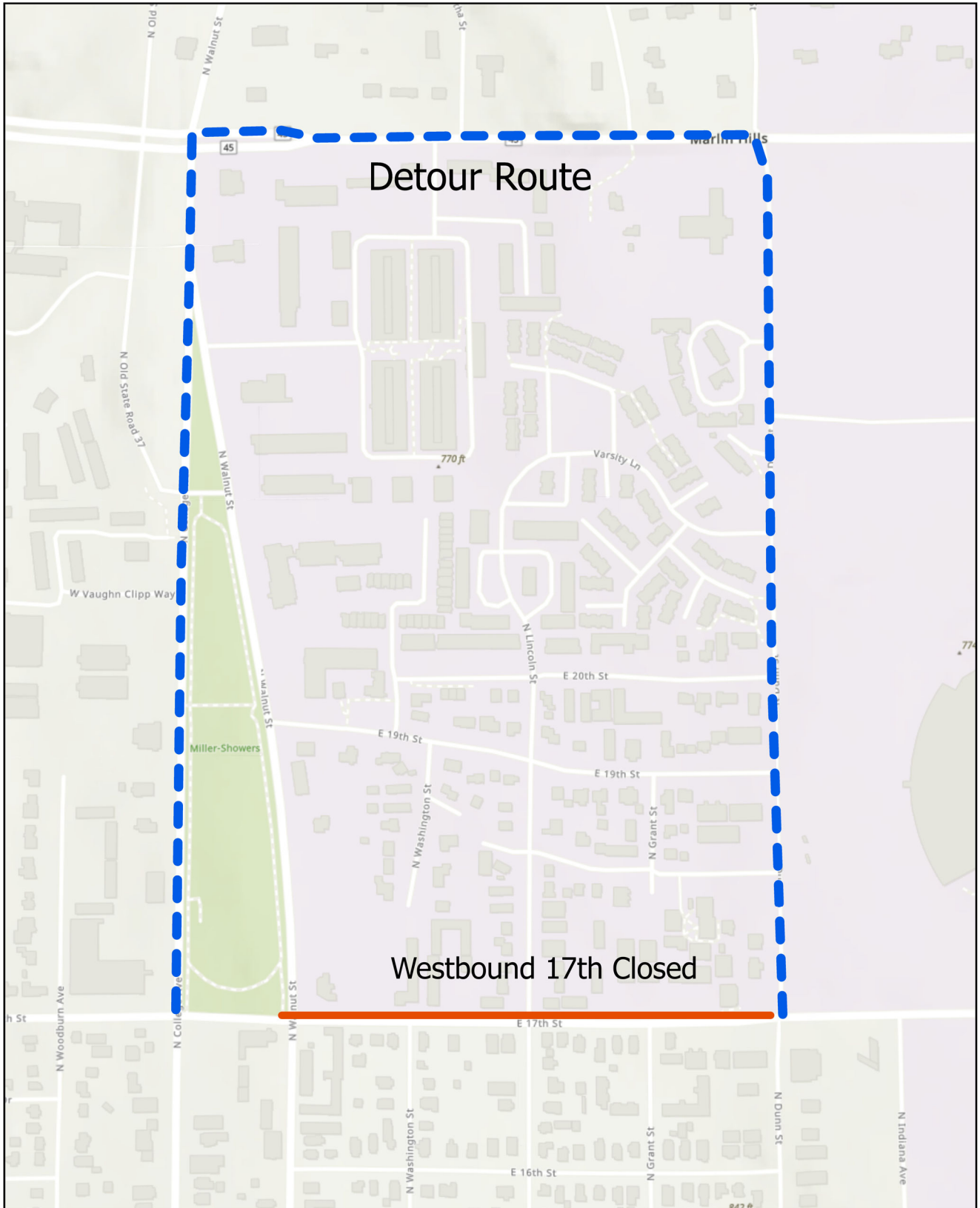
Reviewed and Approved By:

\_\_\_\_\_  
Jeffrey Underwood, Controller  
City of Bloomington

Escrow Agent  
First Financial Bank

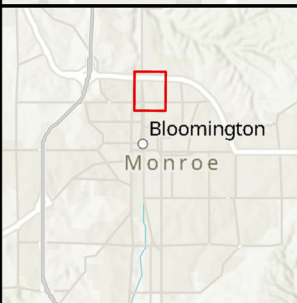
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Amy Kaiser, Vice President,  
Treasury Management Services



Detour Route

Westbound 17th Closed

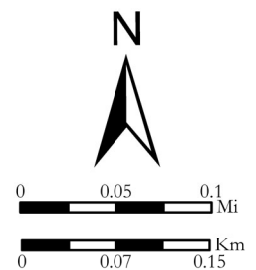


## 17th Street Multi-Use Path East

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2022

Coordinate System: NAD 1983 StatePlane Indiana West FIPS 1302 Feet





# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
Department <b>01 - Animal Shelter</b>				
Program <b>010000 - Main</b>				
<b>Account 43430 - Animal Adoption Fees</b>				
Jessica Purtlebaugh	01-refund adoption fee-canine-3/26/22		04/14/2022	75.00
	<b>Account 43430 - Animal Adoption Fees Totals</b>	<b>Invoice 1</b>		<b>\$75.00</b>
		Transactions		
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	01-paper plates, tape		04/14/2022	46.07
6530 - Office Depot, INC	01-duck tape		04/14/2022	8.79
6530 - Office Depot, INC	01-neon color duck tape		04/14/2022	23.39
6530 - Office Depot, INC	01-duct tape		04/14/2022	7.09
	<b>Account 52110 - Office Supplies Totals</b>	<b>Invoice 4</b>		<b>\$85.34</b>
		Transactions		
<b>Account 52210 - Institutional Supplies</b>				
4586 - Hill's Pet Nutrition Sales, INC	01-prescription vet food-canine-3/25/22		04/14/2022	128.13
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/feline/kitten food-3/25/22		04/14/2022	430.81
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-3/24/22		04/14/2022	274.50
4549 - Kroger Limited Partnership I	01-rabbit food-spinach, lettuce, cilantro-3/28/22		04/14/2022	21.26



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

4633 - Midwest Veterinary Supply, INC	01-anased 100 mg 50ml-3/16/22	04/14/2022	24.61
4137 - Patterson Veterinary Supply, INC	01-disposable water/food dishes	04/14/2022	311.84
4666 - Zoetis, INC	01-antibiotics	04/14/2022	371.60
4666 - Zoetis, INC	01-heartworm medication	04/14/2022	394.80
4666 - Zoetis, INC	01-canine bordetella vaccines	04/14/2022	505.50
<b>Account 52210 - Institutional Supplies Totals</b>		Invoice 9 Transactions	\$2,463.05
<b>Account 52310 - Building Materials and Supplies</b>			
394 - Kleindorfer Hardware & Variety	01-ramp kit	04/14/2022	24.99
394 - Kleindorfer Hardware & Variety	01-female and male hose repair	04/14/2022	13.18
394 - Kleindorfer Hardware & Variety	01-washers	04/14/2022	3.00
394 - Kleindorfer Hardware & Variety	01-washers, mouse traps, fly strips	04/14/2022	59.45
<b>Account 52310 - Building Materials and Supplies Totals</b>		Invoice 4 Transactions	\$100.62
<b>Account 52340 - Other Repairs and Maintenance</b>			
313 - Fastenal Company	01-trash liners, roll towels-3/25/22	04/14/2022	608.39
313 - Fastenal Company	01-laundry detergent-3/18/22	04/14/2022	164.14
3560 - First Financial Bank / Credit Cards	01-parts for cat kennel repairs	04/14/2022	1,028.40
<b>Account 52340 - Other Repairs and Maintenance Totals</b>		Invoice 3 Transactions	\$1,800.93
<b>Account 52430 - Uniforms and Tools</b>			
54558 - The Uniform House, INC	01-sweatshirts-3/21/22	04/14/2022	31.03
<b>Account 52430 - Uniforms and Tools Totals</b>		Invoice 1 Transactions	\$31.03
<b>Account 53130 - Medical</b>			



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

54639 - Shake Veterinary Services, INC (Town & Country Vet	01-diagnostics, s/n surgeries, surgeries-3/22/22		04/14/2022	947.63
	Account <b>53130 - Medical</b> Totals		Invoice 1	<u>\$947.63</u>
			Transactions	
<b>Account 53310 - Printing</b>				
8002 - Safeguard Business Systems, INC	01-adoption packet labels-canine/feline		04/14/2022	528.13
	Account <b>53310 - Printing</b> Totals		Invoice 1	<u>\$528.13</u>
			Transactions	
<b>Account 53510 - Electrical Services</b>				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/9-3/10/22		04/04/2022	1,605.82
	Account <b>53510 - Electrical Services</b> Totals		Invoice 1	<u>\$1,605.82</u>
			Transactions	
<b>Account 53610 - Building Repairs</b>				
32 - Cassady Electrical Contractors, INC	01-SA Reinstalled Wall Pack Light @ Animal Care & Control	BC 2021-103	04/14/2022	170.34
321 - Harrell Fish, INC (HFI)	01-SA Repair of Heater in Entrance of ACC Lobby	BC2021-111	04/14/2022	975.16
321 - Harrell Fish, INC (HFI)	01-SA Repair of HVAC on Westside of ACC - No Heat	BC2021-111	04/14/2022	1,117.74
1537 - Indiana Door & Hardware Specialties, INC	01-SA Install of Yale Storeroom Lock at Animal Care & Control	BC 2021-142	04/14/2022	465.00
	Account <b>53610 - Building Repairs</b> Totals		Invoice 4	<u>\$2,728.24</u>
			Transactions	
<b>Account 53910 - Dues and Subscriptions</b>				
5507 - Julia K Eppley	01-AAWA Dues		04/14/2022	250.00
	Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 1	<u>\$250.00</u>
			Transactions	
<b>Account 53990 - Other Services and Charges</b>				
4045 - Datamars, INC	01-Microchip Registrations (5)		04/14/2022	49.95
4045 - Datamars, INC	01-Microchip Registrations (4)		04/14/2022	39.96
	Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2	<u>\$89.91</u>
			Transactions	





# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

		Program <b>010000 - Main</b> Totals	Invoice 32 Transactions	\$10,705.70
Program <b>010001 - Donations Over \$5K</b>				
Account <b>52210 - Institutional Supplies</b>				
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-heartworm treatment-Immiticide		04/14/2022	244.65
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-heartworm treatment-Immiticide		04/14/2022	244.65
		Account <b>52210 - Institutional Supplies</b> Totals	Invoice 2 Transactions	\$489.30
Account <b>53130 - Medical</b>				
6529 - BloomingPaws, LLC	01-heartworm treatment-3/28/22		04/14/2022	93.53
6529 - BloomingPaws, LLC	01-diagnostics-3/17/22		04/14/2022	173.20
6529 - BloomingPaws, LLC	01-diagnostic services-3/21-3/23/22		04/14/2022	191.02
		Account <b>53130 - Medical</b> Totals	Invoice 3 Transactions	\$457.75
		Program <b>010001 - Donations Over \$5K</b> Totals	Invoice 5 Transactions	\$947.05
		Department <b>01 - Animal Shelter</b> Totals	Invoice 37 Transactions	\$11,652.75
Department <b>02 - Public Works</b>				
Program <b>020000 - Main</b>				
Account <b>52310 - Building Materials and Supplies</b>				
8133 - Indiana Wildlife Federation, INC	02-Pilot Program Prizes for 10 Neighborhoods		04/14/2022	1,700.00
		Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice 1 Transactions	\$1,700.00
Account <b>52420 - Other Supplies</b>				
818 - Everywhere Signs, LLC	02- Leafing Pilot Program Yard Signs (incl. setup)		04/14/2022	360.00
		Account <b>52420 - Other Supplies</b> Totals	Invoice 1 Transactions	\$360.00



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

**Account 53160 - Instruction**

3560 - First Financial Bank / Credit Cards	02-Refund-APWA Conference for PW Admin-Smith	04/14/2022	(170.00)
3560 - First Financial Bank / Credit Cards	02-Refund -APWA Conference for PW Admin-Nickel	04/14/2022	(170.00)
<b>Account 53160 - Instruction Totals</b>		Invoice 2	<u>(340.00)</u>
		Transactions	

**Account 53410 - Liability / Casualty Premiums**

19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	10-Insurance invoice for new fire engine.	04/14/2022	5,048.31
<b>Account 53410 - Liability / Casualty Premiums Totals</b>		Invoice 1	<u>\$5,048.31</u>
		Transactions	
<b>Program 020000 - Main Totals</b>		Invoice 5	<u>\$6,768.31</u>
		Transactions	
<b>Department 02 - Public Works Totals</b>		Invoice 5	<u>\$6,768.31</u>
		Transactions	

**Department 03 - City Clerk**

**Program 030000 - Main**

**Account 52420 - Other Supplies**

5819 - Synchrony Bank	03-Genuine Brother 1 Black tape	04/14/2022	29.87
5819 - Synchrony Bank	03-laptop stand, wireless earbuds (2)	04/14/2022	108.37
5819 - Synchrony Bank	03-Smartish Iphone 12/12 Pro Wall	04/14/2022	19.99
5819 - Synchrony Bank	03-Otterbox, Apple power adapter	04/14/2022	63.66
<b>Account 52420 - Other Supplies Totals</b>		Invoice 4	<u>\$221.89</u>
		Transactions	

**Account 53230 - Travel**

3560 - First Financial Bank / Credit Cards	03-ILMCT academy hotel-Courtyard-Muncie-3/12-3/16/22	04/14/2022	480.00
<b>Account 53230 - Travel Totals</b>		Invoice 1	<u>\$480.00</u>
		Transactions	

**Account 53310 - Printing**



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

20152 - Municipal Code Corporation	03-BMC Supp 40, update 4	04/14/2022	2,299.00
	Account <b>53310 - Printing</b> Totals	Invoice 1	<u>\$2,299.00</u>
		Transactions	
	Program <b>030000 - Main</b> Totals	Invoice 6	<u>\$3,000.89</u>
		Transactions	
	Department <b>03 - City Clerk</b> Totals	Invoice 6	<u>\$3,000.89</u>
		Transactions	
Department <b>04 - Economic &amp; Sustainable Dev</b>			
Program <b>040000 - Main</b>			
Account <b>53910 - Dues and Subscriptions</b>			
8051 - Community Climate Solutions	04:-Climate Engagement Platform (Impl Fee & Yr1 Service Fee)	04/14/2022	9,500.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	<u>\$9,500.00</u>
		Transactions	
Account <b>53960 - Grants</b>			
1051 - Bloomington Economic Development Corp	04-Annual BEDC Meeting Sponsorship (2022)	04/14/2022	500.00
20295 - Humanetrix Foundation, INC	04-Combine Sponsorship (2022)	04/14/2022	5,000.00
	Account <b>53960 - Grants</b> Totals	Invoice 2	<u>\$5,500.00</u>
		Transactions	
Account <b>53970 - Mayor's Promotion of Business</b>			
4201 - One World Catering & Events (Lennie's, INC)	04- Waldron Reopening Refreshments & Set Up	04/14/2022	256.50
	Account <b>53970 - Mayor's Promotion of Business</b> Totals	Invoice 1	<u>\$256.50</u>
		Transactions	
Account <b>53990 - Other Services and Charges</b>			
818 - Everywhere Signs, LLC	04- Graffiti Removal -4th St Garage	04/14/2022	167.99
3560 - First Financial Bank / Credit Cards	04: Sustainability Coordinator Recruiting (Gov't Jobs.com)	04/14/2022	199.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	<u>\$366.99</u>
		Transactions	
	Program <b>040000 - Main</b> Totals	Invoice 6	<u>\$15,623.49</u>
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

Program **04RCVR - Recover Foward**

Account **53960 - Grants**

421 - Centerstone Of Indiana, INC	04: Brighten Btown DPW labor funding (partial)	BC 2021-148	04/14/2022	1,139.40
	Account <b>53960 - Grants</b> Totals		Invoice 1	\$1,139.40
			Transactions	

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

7981 - Staples Marketing, LLC (Affirm)	04-TDM Brand Development & Design		04/14/2022	9,840.00
	Account <b>53970 - Mayor's Promotion of Business</b> Totals		Invoice 1	\$9,840.00
			Transactions	
	Program <b>04RCVR - Recover Foward</b> Totals		Invoice 2	\$10,979.40
			Transactions	

Program **04WALD - Waldron Arts Center**

Account **53510 - Electrical Services**

223 - Duke Energy	04-Waldron-120 S. Walnut-elec chgs 2/2-3/3/22		04/04/2022	724.33
	Account <b>53510 - Electrical Services</b> Totals		Invoice 1	\$724.33
			Transactions	

Account **53610 - Building Repairs**

413 - Bloomington Paint & Wallpaper Co	04-Waldron - Black Paint for Theatre Spaces		04/14/2022	552.64
32 - Cassidy Electrical Contractors, INC	04- Waldron - LED Conversion of Lighting	BC 2021-103	04/14/2022	15,800.00
321 - Harrell Fish, INC (HFI)	04-Waldron - Stormwater Improvements (Downspouts)		04/14/2022	58,500.00
321 - Harrell Fish, INC (HFI)	04-Waldron - Plumbing Repairs & Efficiencies		04/14/2022	3,292.88
321 - Harrell Fish, INC (HFI)	04-Waldron-Stormwater Imp-camera downspouts locate		04/14/2022	2,072.00
393 - Kone INC	04-Waldron - Elevator Repair-3/10/22	BC 2022-020	04/14/2022	450.90
	Account <b>53610 - Building Repairs</b> Totals		Invoice 6	\$80,668.42
			Transactions	

Account **53990 - Other Services and Charges**



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

12283 - Smithville Communications	04: Waldron- iber Broadband Service/Transfer from College Square	04/04/2022	2,886.00
2974 - MacAllister Machinery Co, INC	04-Waldron - Scissor Lift -3/16-4/13/22	04/14/2022	442.25
5819 - Synchrony Bank	04-Waldron - Purchase of Vacuum Cleaner (Amazon)	04/14/2022	149.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 3	<u>\$3,477.25</u>
	Program <b>04WALD - Waldron Arts Center</b> Totals	Transactions Invoice 10	<u>\$84,870.00</u>
	Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Transactions Invoice 18	<u>\$111,472.89</u>
		Transactions	
Department <b>05 - Common Council</b>			
Program <b>050000 - Main</b>			
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>			
3560 - First Financial Bank / Credit Cards	05-IU Founders Day Conference Reg-5/12-5/13/22-Sgambelluri	04/14/2022	95.00
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	Invoice 1	<u>\$95.00</u>
	Program <b>050000 - Main</b> Totals	Transactions Invoice 1	<u>\$95.00</u>
	Department <b>05 - Common Council</b> Totals	Transactions Invoice 1	<u>\$95.00</u>
		Transactions	
Department <b>06 - Controller's Office</b>			
Program <b>060000 - Main</b>			
Account <b>52420 - Other Supplies</b>			
3560 - First Financial Bank / Credit Cards	26- Home security safe, undercounter deposit safe	04/14/2022	265.00
	Account <b>52420 - Other Supplies</b> Totals	Invoice 1	<u>\$265.00</u>
		Transactions	
Account <b>53910 - Dues and Subscriptions</b>			
3560 - First Financial Bank / Credit Cards	06- 2022 Webinar classes for J Underwood (Wolters Kluwer)	04/14/2022	529.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	<u>\$529.00</u>
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

**Account 53990 - Other Services and Charges**

5648 - Reedy Financial Group, PC	06-Financial Plan Consulting		04/14/2022	8,975.05
5648 - Reedy Financial Group, PC	06-TIF Financial Consulting		04/14/2022	7,952.90
5648 - Reedy Financial Group, PC	06-Financial Plan Consulting		04/14/2022	8,016.80
5648 - Reedy Financial Group, PC	06-TIF Financial Consulting		04/14/2022	5,418.90
<b>Account 53990 - Other Services and Charges Totals</b>			Invoice 4	<u>\$30,363.65</u>
			Transactions	
<b>Program 060000 - Main Totals</b>			Invoice 6	<u>\$31,157.65</u>
			Transactions	
<b>Department 06 - Controller's Office Totals</b>			Invoice 6	<u>\$31,157.65</u>
			Transactions	

**Department 07 - Engineering**

**Program 070000 - Main**

**Account 53230 - Travel**

5324 - Neil Henry Kopper	07-per diem/hotel/pkg-Purdue Road School-3/15-3/16/22		04/14/2022	137.95
<b>Account 53230 - Travel Totals</b>			Invoice 1	<u>\$137.95</u>
			Transactions	

**Account 53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	07-subscription service 3/13-4/12/22		04/14/2022	17.70
<b>Account 53990 - Other Services and Charges Totals</b>			Invoice 1	<u>\$17.70</u>
			Transactions	

**Account 54310 - Improvements Other Than Building**

7059 - Eagle Ridge Civil Engineering Services, LLC	07-Downtown Curb Ramps PH 3-Inv. date 3/18/22	BC 2021-25	04/14/2022	9,836.32
<b>Account 54310 - Improvements Other Than Building Totals</b>			Invoice 1	<u>\$9,836.32</u>
			Transactions	
<b>Program 070000 - Main Totals</b>			Invoice 3	<u>\$9,991.97</u>
			Transactions	
<b>Department 07 - Engineering Totals</b>			Invoice 3	<u>\$9,991.97</u>
			Transactions	



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

Department **09 - CFRD**

Program **090000 - Main**

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

09-Anti-Racism training-Charles Culp-4/1-12/31/22	04/14/2022	3.00
Account <b>53160 - Instruction</b> Totals		Invoice 1 <u>\$3.00</u>
Program <b>090000 - Main</b> Totals		Transactions Invoice 1 <u>\$3.00</u>
Department <b>09 - CFRD</b> Totals		Transactions Invoice 1 <u>\$3.00</u>
		Transactions

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

205 - City Of Bloomington

3560 - First Financial Bank / Credit Cards

608 - Krieg Devault, LLP

199 - Monroe County Government

10-PC Reimb-Mo Co Recorder-Byers Waiver recording 2561-3/24/22	04/14/2022	25.00
10-FFB dox pop-sub 3/3-6/2/22, recorded document image purchase	04/14/2022	194.40
10-legal services Governmental Affairs-February 2022	04/14/2022	2,500.00
10 recording fees of Waiver #2562	04/07/2022	25.00
Account <b>53120 - Special Legal Services</b> Totals		Invoice 4 <u>\$2,744.40</u>
		Transactions

Account **53320 - Advertising**

4579 - IBJ Corporation (Indiana Lawyer)

4652 - Indiana State Bar Association

10-advertising for attorney position	04/14/2022	150.00
10-advertising for attorney position-Jan/Feb/March 2022	04/14/2022	69.60
Account <b>53320 - Advertising</b> Totals		Invoice 2 <u>\$219.60</u>
Program <b>100000 - Main</b> Totals		Transactions Invoice 6 <u>\$2,964.00</u>
		Transactions

Program **101000 - Human Rights**



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

**Account 53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards

10-FFB Notary Public Continuing Ed-N. Bowe 04/14/2022 50.00

Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	<u>\$50.00</u>
Program <b>101000 - Human Rights</b> Totals	Transactions	
	Invoice 1	<u>\$50.00</u>
Department <b>10 - Legal</b> Totals	Transactions	
	Invoice 7	<u>\$3,014.00</u>
	Transactions	

**Department 11 - Mayor's Office**

**Program 110000 - Main**

**Account 52420 - Other Supplies**

5819 - Synchrony Bank

11 -OOTM office Protective phone cover & power adapter 04/14/2022 71.37

5819 - Synchrony Bank

11 -Media Equipment for CoB- Return 04/14/2022 (39.88)

Account <b>52420 - Other Supplies</b> Totals	Invoice 2	<u>\$31.49</u>
	Transactions	

**Account 53160 - Instruction**

3560 - First Financial Bank / Credit Cards

11 -ASAP Conference-FL-R. Smith 04/14/2022 1,535.00

3560 - First Financial Bank / Credit Cards

11 -NAGC Conference-A. Krebbs 04/14/2022 1,150.00

Account <b>53160 - Instruction</b> Totals	Invoice 2	<u>\$2,685.00</u>
	Transactions	

**Account 53310 - Printing**

3560 - First Financial Bank / Credit Cards

11 -Prinrunner- Banners 04/14/2022 295.27

3560 - First Financial Bank / Credit Cards

11 -Prinrunner- Banner for CH 04/14/2022 307.02

Account <b>53310 - Printing</b> Totals	Invoice 2	<u>\$602.29</u>
	Transactions	

**Account 53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards

11 -Castr live streaming-Multistream Premium 04/14/2022 39.99





# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

3560 - First Financial Bank / Credit Cards	11 -Natl Assoc of Govt Comms membership-A. Krebs	04/14/2022	145.00
3560 - First Financial Bank / Credit Cards	11 -Email subscription-3/8-4/8/22	04/14/2022	19.00
3560 - First Financial Bank / Credit Cards	11 -Email subscription refunded 3/9/22	04/14/2022	(19.00)
3560 - First Financial Bank / Credit Cards	11 -collaborative software for data-3/28-4/28/22	04/14/2022	9.95
53442 - Paragon Micro, INC	11 -micro Cloud svc-OOTM portion	04/14/2022	9.16
<b>Account 53910 - Dues and Subscriptions Totals</b>		Invoice 6	\$204.10
		Transactions	
<b>Account 53990 - Other Services and Charges</b>			
3560 - First Financial Bank / Credit Cards	11 -FB Community engagement boosts2/3-2/24/22	04/14/2022	114.15
3560 - First Financial Bank / Credit Cards	11 -Linkedin-2/22/22	04/14/2022	30.00
3560 - First Financial Bank / Credit Cards	11 - collaborative communications software -2/28-3/28/22	04/14/2022	9.95
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC-3 minutes	04/14/2022	4.50
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC -5 minutes	04/14/2022	7.50
<b>Account 53990 - Other Services and Charges Totals</b>		Invoice 5	\$166.10
		Transactions	
<b>Program 110000 - Main Totals</b>		Invoice 17	\$3,688.98
		Transactions	
<b>Department 11 - Mayor's Office Totals</b>		Invoice 17	\$3,688.98
		Transactions	
<b>Department 12 - Human Resources</b>			
<b>Program 120000 - Main</b>			
<b>Account 53990 - Other Services and Charges</b>			
6222 - Apple, INC	12-Microsoft 2021 for MacBook Pro \$249.95	04/14/2022	249.95
6099 - Safe Hiring Solutions	12-out of state background checks	04/14/2022	468.65
7759 - Turning Point Initiatives (Center for Equity)	12-Anti Racism Training-(3/22)	04/14/2022	12,560.00



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

5444 - Tyler Technologies, INC	12-open enrollment training -3/1/22	04/14/2022	350.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 4	<u>\$13,628.60</u>
		Transactions	
	Program <b>120000 - Main</b> Totals	Invoice 4	<u>\$13,628.60</u>
		Transactions	
	Department <b>12 - Human Resources</b> Totals	Invoice 4	<u>\$13,628.60</u>
		Transactions	
<b>Department 13 - Planning</b>			
<b>Program 130000 - Main</b>			
<b>Account 52110 - Office Supplies</b>			
6530 - Office Depot, INC	13 - Cover Reports	04/14/2022	8.29
6530 - Office Depot, INC	07-blue paper	04/14/2022	65.97
	Account <b>52110 - Office Supplies</b> Totals	Invoice 2	<u>\$74.26</u>
		Transactions	
<b>Account 52420 - Other Supplies</b>			
5819 - Synchrony Bank	13-Otterbox Cases for (2) iPad Pro - 11 inch (\$64.95/ea.)	04/14/2022	129.90
	Account <b>52420 - Other Supplies</b> Totals	Invoice 1	<u>\$129.90</u>
		Transactions	
<b>Account 53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	13-APA Conference '22 Registration Fee - Seyedamir Farshchi	04/14/2022	350.00
3560 - First Financial Bank / Credit Cards	13 - Gabriel Holbrow NPC22 Online Registration	04/14/2022	350.00
	Account <b>53160 - Instruction</b> Totals	Invoice 2	<u>\$700.00</u>
		Transactions	
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>			
8305 - Schmidt Associates, INC	13-City Architect-Proj Review-serv. 2/1-2/28/22	04/14/2022	2,708.75
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	Invoice 1	<u>\$2,708.75</u>
		Transactions	
<b>Account 53990 - Other Services and Charges</b>			



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

5409 - VS Engineering, INC	13-On Call Engineering Services-period ending 2/28/22	04/14/2022	312.50
3663 - WSP USA, INC	07-Neighborhood Greenways-11/27/21-2/4/22	BC 2020-109 04/14/2022	1,445.18
	<b>Account 53990 - Other Services and Charges Totals</b>	Invoice 2	<u>\$1,757.68</u>
		Transactions	
	<b>Program 130000 - Main Totals</b>	Invoice 8	<u>\$5,370.59</u>
		Transactions	
	<b>Department 13 - Planning Totals</b>	Invoice 8	<u>\$5,370.59</u>
		Transactions	

**Department 19 - Facilities Maintenance**

**Program 190000 - Main**

**Account 52310 - Building Materials and Supplies**

293 - J&S Locksmith Shop, INC	19 - Autocut 5-2 Weedeater head	04/14/2022	27.49
4574 - John Deere Financial (Rural King)	19-push brooms, sidewalk scraper, half moon edger, 2head autocut	04/14/2022	186.93
4574 - John Deere Financial (Rural King)	19 - (3) cans of Easy Off-4/1/22	04/14/2022	14.97
4574 - John Deere Financial (Rural King)	19 - D, AA, and AAA batteries for Facilities-4/1/22	04/14/2022	123.90
4574 - John Deere Financial (Rural King)	19 - Winch, Trailer tongue toolbox, Batteries-3/28/22	04/14/2022	801.96
4574 - John Deere Financial (Rural King)	19-unlined coveralls-2/17/22	04/14/2022	39.99
4574 - John Deere Financial (Rural King)	19 - pick up tools, trash can liners-3/3/22	04/14/2022	96.93
4574 - John Deere Financial (Rural King)	19 - insulated overalls-2/10/22	04/14/2022	109.99
394 - Kleindorfer Hardware & Variety	19-2 Floor scrapers & 1 scraper valcar for Facilities	04/14/2022	107.97
394 - Kleindorfer Hardware & Variety	19-26 safety glasses for Facilities	04/14/2022	118.58
5819 - Synchrony Bank	19 Replacement Part for City Hall Sinks	04/14/2022	424.23
	<b>Account 52310 - Building Materials and Supplies Totals</b>	Invoice 11	<u>\$2,052.94</u>
		Transactions	

**Account 52430 - Uniforms and Tools**



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniforms for Facility Employees-3/24/22	BC 2009-52	04/14/2022	30.84
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employee-3/31/22	BC 2009-52	04/14/2022	30.84
Account <b>52430 - Uniforms and Tools</b> Totals			Invoice 2 Transactions	\$61.68
<b>Account 53510 - Electrical Services</b>				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/9-3/10/22	BC 2010-23	04/04/2022	12,065.12
Account <b>53510 - Electrical Services</b> Totals			Invoice 1 Transactions	\$12,065.12
<b>Account 53610 - Building Repairs</b>				
4483 - City Lawn Corporation	19-SA Over Seeded Lawn @ City Hall-3/21/22	BC 2021-104	04/14/2022	225.00
321 - Harrell Fish, INC (HFI)	19-SA Remove & Replace Cooling Fan in Variable Frequency Drive	BC 2021-111	04/14/2022	443.70
321 - Harrell Fish, INC (HFI)	19-OOTC-SA Insp of Refrigerant Leak, Co2 & Humidity in OOTC	BC 2021-111	04/14/2022	1,296.00
6688 - SSW Enterprises, LLC (Office Pride)	01-Cleaning Services for ACC for March 2022	BC 2021-126	04/14/2022	1,391.26
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services at City Hall for March 2022	BC 2021-126	04/14/2022	14,362.58
6688 - SSW Enterprises, LLC (Office Pride)	19- Cleaning Services at Fleet for March 2022	BC 2021-126	04/14/2022	1,140.80
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services at Sanitation Garage for March 2022	BC 2021-126	04/14/2022	900.03
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for Street & Traffic for March 2022	BC 2021-126	04/14/2022	1,750.53
Account <b>53610 - Building Repairs</b> Totals			Invoice 8 Transactions	\$21,509.90
<b>Account 53630 - Machinery and Equipment Repairs</b>				
293 - J&S Locksmith Shop, INC	19-Repair of Weed Eater for Facilities		04/14/2022	78.98
Account <b>53630 - Machinery and Equipment Repairs</b> Totals			Invoice 1 Transactions	\$78.98
<b>Account 54510 - Other Capital Outlays</b>				
7953 - TrafficGuard, INC	19-Safety Bollards for Installation @City Hall		04/14/2022	9,841.00



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

Account **54510 - Other Capital Outlays** Totals  
 Program **190000 - Main** Totals  
 Department **19 - Facilities Maintenance** Totals

Invoice 1	\$9,841.00
Transactions	
Invoice 24	\$45,609.62
Transactions	
Invoice 24	\$45,609.62
Transactions	

Department **28 - ITS**

Program **280000 - Main**

Account **52420 - Other Supplies**

6530 - Office Depot, INC

28 - Plastic chair mat - Accounts & Training Specialist	04/14/2022	13.50
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Account **52420 - Other Supplies** Totals

Invoice 1	\$13.50
Transactions	

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

28 - 2022 IGIC conference registration - Laura Haley	04/14/2022	295.00
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3560 - First Financial Bank / Credit Cards

28 - 2022 Admin Professionals conf reg.-9/11-9/14/22-D. King	04/14/2022	1,535.00
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Account **53160 - Instruction** Totals

Invoice 2	\$1,830.00
Transactions	

Account **53170 - Mgt. Fee, Consultants, and Workshops**

6728 - Precision Quality Contracting, LLC

28 - Map City's Fiber Network - Bloomington Digital Underground	04/14/2022	20,000.00
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5534 - Presidio Holdings, INC

25-2021 Smartnet Renewal (Cisco Maintenance)	04/14/2022	890.00
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Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals

Invoice 2	\$20,890.00
Transactions	

Account **53320 - Advertising**

3560 - First Financial Bank / Credit Cards

28 - Dice job board posting - Apps Analyst	04/14/2022	495.00
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Account **53320 - Advertising** Totals

Invoice 1	\$495.00
Transactions	

Account **53640 - Hardware and Software Maintenance**

3560 - First Financial Bank / Credit Cards

28 - Site24x7 subscription - 2/27-3/26/22	04/14/2022	39.00
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# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

3560 - First Financial Bank / Credit Cards	28 - Zoho Site 24x7 monthly subscription 3/27-4/26/22	04/14/2022	39.00
3989 - Ricoh USA, INC	28-CH/off site fac-copier maint-2/17-3/16/22-ITS	04/14/2022	1,408.90
3989 - Ricoh USA, INC	28-BPD Admin, Fire 2, BFD Logistics-Copier Maint-2/17-3/16/22	04/14/2022	127.03
8750 - Service Express, INC	28-City Hall and BPD server maintenance 4/1--6/30/2022	04/14/2022	2,217.00
Account <b>53640 - Hardware and Software Maintenance</b> Totals		Invoice 5 Transactions	<u>\$3,830.93</u>

## Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	28 - Submittable monthly 2/27-3/27/22	04/14/2022	119.00
3560 - First Financial Bank / Credit Cards	28 - Submittable monthly-3/27-4/27/22	04/14/2022	119.00
3560 - First Financial Bank / Credit Cards	28 - Zoom 500 particip., 500 GB record, webinar 2/20-3/19/22	04/14/2022	430.00
3560 - First Financial Bank / Credit Cards	28 - Google domain zeroinbloomington.com	04/14/2022	8.40
3560 - First Financial Bank / Credit Cards	28 - Bluesky Zoom timer monthly subscription March 2022	04/14/2022	89.95
3560 - First Financial Bank / Credit Cards	28 - Basecamp annual renewal 2/27/22--2/27/23	04/14/2022	999.00
53442 - Paragon Micro, INC	28-MS Power BI single license-March 2022-ITS portion	04/14/2022	9.16
7344 - Periodic INC	28 - March 2022 Resources and Bookables overage	04/14/2022	135.00
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 8 Transactions	<u>\$1,909.51</u>

## Account 54420 - Purchase of Equipment

6222 - Apple, INC	25-CapR Macbook Pro, 28 - new wireless keypad	04/14/2022	49.95
3560 - First Financial Bank / Credit Cards	28 - US Robotics External Serial Modem	04/14/2022	45.00
5819 - Synchrony Bank	28-Startech 10ft cross wired VM component	04/14/2022	4.95
5819 - Synchrony Bank	28-Apple USB-C Power Adapter - Josh Watters	04/14/2022	17.98
5819 - Synchrony Bank	28-Asus Apple USB Bluetooth keyboard - Nancy Axsom	04/14/2022	19.99



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

5819 - Synchrony Bank	28-Otterbox Defender cell phone case-Josh Watters	04/14/2022	49.94
5819 - Synchrony Bank	28-Lightbulb for McCloskey room projector	04/14/2022	87.49
5819 - Synchrony Bank	28-DJI Mavic 3 drone hard case	04/14/2022	89.59
5819 - Synchrony Bank	28-2 Display Port cables, 2 HDMI cables, 7-inch mini monitor	04/14/2022	99.80
5819 - Synchrony Bank	28 - Klein electrical testing field meters	04/14/2022	156.78
5819 - Synchrony Bank	28-Logitech c922x Pro webcam - Gabriel Holbrow	04/14/2022	233.88
5819 - Synchrony Bank	28-MikroTik CRS326-24S+2Q+RM Switch	04/14/2022	444.52

Account <b>54420 - Purchase of Equipment</b> Totals	Invoice 12	\$1,299.87
Program <b>280000 - Main</b> Totals	Transactions	
Department <b>28 - ITS</b> Totals	Invoice 31	\$30,268.81
Fund <b>101 - General Fund (S0101)</b> Totals	Transactions	
	Invoice 31	\$30,268.81
	Transactions	
	Invoice 168	\$275,723.06
	Transactions	

Fund **176 - ARPA Local Fiscal Recvry (S9512)**

Department **04 - Economic & Sustainable Dev**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

Account **53960 - Grants**

421 - Centerstone Of Indiana, INC	04: Brighten Btown DPW labor funding (partial)	BC 2021-148	04/14/2022	21,848.72
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Account <b>53960 - Grants</b> Totals	Invoice 1	\$21,848.72
	Transactions	

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

208 - City Of Bloomington Utilities	15-water/sewer 122 S. Walnut St		04/04/2022	71.24
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Account <b>53970 - Mayor's Promotion of Business</b> Totals	Invoice 1	\$71.24
	Transactions	

Account **53990 - Other Services and Charges**



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

321 - Harrell Fish, INC (HFI)	04-Waldron HVAC Replacement (90% complete)	BC 2021-90	04/14/2022	43,020.00
321 - Harrell Fish, INC (HFI)	04-Waldron HVAC Replacement (final billing)	BC 2021-90	04/14/2022	4,780.00
321 - Harrell Fish, INC (HFI)	04-Waldron Mechanical Repairs - Assess two roof top units		04/14/2022	296.00
321 - Harrell Fish, INC (HFI)	04-Waldron Backflow Preventer (HFI)		04/14/2022	1,950.00

Account <b>53990 - Other Services and Charges</b> Totals	Invoice 4	\$50,046.00
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals	Transactions	
	Invoice 6	\$71,965.96
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Transactions	
	Invoice 6	\$71,965.96
	Transactions	

Department **20 - Street**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

Account **52340 - Other Repairs and Maintenance**

337 - Stansifer Radio Co, INC	20-Eastland Plaza & College Mall Rd-hardware		04/14/2022	24.00
337 - Stansifer Radio Co, INC	20-Eastland Plaza & College Mall Rd-hardware		04/14/2022	295.90
Account <b>52340 - Other Repairs and Maintenance</b> Totals	Invoice 2	\$319.90		
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals	Transactions			
	Invoice 2	\$319.90		
Department <b>20 - Street</b> Totals	Transactions			
	Invoice 2	\$319.90		
	Transactions			

Department **28 - ITS**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

Account **53990 - Other Services and Charges**

5534 - Presidio Holdings, INC	28-Crestmont Park Equipment 1 - Parks Wifi		04/14/2022	1,600.58
5534 - Presidio Holdings, INC	28-3rd Street Park Equipment 1 - Parks Wifi		04/14/2022	255.68
5534 - Presidio Holdings, INC	28-Butler Park Equipment 1 - Parks Wifi		04/14/2022	6,563.02





# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

5534 - Presidio Holdings, INC

28 - Peoples Park Equipment 1 - Parks Wifi	04/14/2022	1,345.76
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 4	<u>\$9,765.04</u>
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals	Transactions	
	Invoice 4	<u>\$9,765.04</u>
	Transactions	
Department <b>28 - ITS</b> Totals	Invoice 4	<u>\$9,765.04</u>
	Transactions	
Fund <b>176 - ARPA Local Fiscal Recvry (S9512)</b> Totals	Invoice 12	<u>\$82,050.90</u>
	Transactions	

Fund **249 - Grants Non Approp**

Department **04 - Economic & Sustainable Dev**

Program **G22008 - 2021 to 2024 Brownfield**

Account **53990 - Other Services and Charges**

4571 - BCA Environmental Consultants, LLC

04-2021-2024 EPA Brownfield Grant-2/28/22	04/14/2022	400.00
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	<u>\$400.00</u>
Program <b>G22008 - 2021 to 2024 Brownfield</b> Totals	Transactions	
	Invoice 1	<u>\$400.00</u>
	Transactions	
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Invoice 1	<u>\$400.00</u>
	Transactions	

Department **10 - Legal**

Program **G21022 - 2021 Lead Froward Lilly**

Account **53990 - Other Services and Charges**

6863 - Seybert Enterprises (Roly Poly)

10-BHRC Grant Food-3/24/22	04/14/2022	262.50
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	<u>\$262.50</u>
Program <b>G21022 - 2021 Lead Froward Lilly</b> Totals	Transactions	
	Invoice 1	<u>\$262.50</u>
	Transactions	
Department <b>10 - Legal</b> Totals	Invoice 1	<u>\$262.50</u>
	Transactions	
Fund <b>249 - Grants Non Approp</b> Totals	Invoice 2	<u>\$662.50</u>
	Transactions	



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

**Fund 312 - Community Services**

**Department 09 - CFRD**

**Program 090016 - Com Serv - Safe & Civil**

**Account 53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards

09- Engage Journal Annual Membership	04/14/2022	8.00
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 1
		<u>\$8.00</u>
		Transactions

**Account 53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards

09-monthly Jotform subscription-3/18-4/18/22	04/14/2022	19.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1
		<u>\$19.00</u>
		Transactions
Program <b>090016 - Com Serv - Safe &amp; Civil</b> Totals		Invoice 2
		<u>\$27.00</u>
		Transactions

**Program 090018 - CBVN**

**Account 53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards

09- Engage Journal Annual Membership	04/14/2022	42.00
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3560 - First Financial Bank / Credit Cards

09-BVN annual Airtable subscription-2/28/22-2/28/23	04/14/2022	240.00
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Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2
		<u>\$282.00</u>
		Transactions
Program <b>090018 - CBVN</b> Totals		Invoice 2
		<u>\$282.00</u>
		Transactions
Department <b>09 - CFRD</b> Totals		Invoice 4
		<u>\$309.00</u>
		Transactions
Fund <b>312 - Community Services</b> Totals		Invoice 4
		<u>\$309.00</u>
		Transactions

**Fund 401 - Non-Reverting Telecom (S1146)**

**Department 25 - Telecommunications**

**Program 254000 - Infrastructure**



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

**Account 53170 - Mgt. Fee, Consultants, and Workshops**

6728 - Precision Quality Contracting, LLC	28 - Map City's Fiber Network - Bloomington Digital Underground	04/14/2022	12,500.00
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops Totals</b>		Invoice 1 Transactions	\$12,500.00

**Account 53640 - Hardware and Software Maintenance**

13482 - Northern Lights Locating & Inspection, INC	28-line location services-March 2022	04/14/2022	2,500.00
5534 - Presidio Holdings, INC	25-2021 Smartnet Renewal (Cisco Maintenance)	04/14/2022	20,942.87
<b>Account 53640 - Hardware and Software Maintenance Totals</b>		Invoice 2 Transactions	\$23,442.87

**Account 53650 - Other Repairs**

7695 - Smithville Holding Company, INC (Smithville Media)	25-50% cost of residential sewer repair chgs-414 S. Lincoln	04/14/2022	5,997.35
<b>Account 53650 - Other Repairs Totals</b>		Invoice 1 Transactions	\$5,997.35

**Account 54450 - Equipment**

6222 - Apple, INC	25-CapR Macbook Pro, 28 - new wireless keypad	04/14/2022	1,849.00
53442 - Paragon Micro, INC	25-CapR-61 laptops, 32 cases, 32 docks-partial	04/14/2022	1,159.99
53442 - Paragon Micro, INC	25 CapR-61 laptops, 32 cases, 32 docks-partial	04/14/2022	2,319.98
5819 - Synchrony Bank	25-CapR Emily Pierson's laptop bag-Targus Intellect Slipcase	04/14/2022	26.50
<b>Account 54450 - Equipment Totals</b>		Invoice 4 Transactions	\$5,355.47
<b>Program 254000 - Infrastructure Totals</b>		Invoice 8 Transactions	\$47,295.69

**Program 256000 - Services**

**Account 53150 - Communications Contract**

203 - INDIANA UNIVERSITY	28-dark fiber-special circuits-3/1-3/31/22	04/14/2022	65.00
<b>Account 53150 - Communications Contract Totals</b>		Invoice 1 Transactions	\$65.00



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

**Account 53640 - Hardware and Software Maintenance**

1647 - Perfect Power, INC	28-UPS Annual Maint-2nd Year of 3 year contract		04/14/2022	1,960.00
Account <b>53640 - Hardware and Software Maintenance</b> Totals		Invoice 1		<u>\$1,960.00</u>
Program <b>256000 - Services</b> Totals		Transactions		
Department <b>25 - Telecommunications</b> Totals		Invoice 2		<u>\$2,025.00</u>
Fund <b>401 - Non-Reverting Telecom (S1146)</b> Totals		Transactions		
		Invoice 10		<u>\$49,320.69</u>
		Transactions		
		Invoice 10		<u>\$49,320.69</u>
		Transactions		

**Fund 439 - Consolidated TIF**

**Department 15 - HAND**

**Program 159001 - Adams Crossing Area**

**Account 53990 - Other Services and Charges**

5637 - Shrewsberry & Associates, LLC	15-Design Consultant-Phase I East (PE)-serv. thru 2/26/22	BC 2021-55	04/14/2022	71,307.10
5409 - VS Engineering, INC	15-1st Street Reconstruction Project (Design)-serv. thru 2/28/22	BC 2021-112	04/14/2022	53,373.69
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2		<u>\$124,680.79</u>
Program <b>159001 - Adams Crossing Area</b> Totals		Transactions		
Department <b>15 - HAND</b> Totals		Invoice 2		<u>\$124,680.79</u>
Fund <b>439 - Consolidated TIF</b> Totals		Transactions		
		Invoice 2		<u>\$124,680.79</u>
		Transactions		
		Invoice 2		<u>\$124,680.79</u>
		Transactions		

**Fund 444 - RDC**

**Department 15 - HAND**

**Program 150000 - Main**

**Account 53990 - Other Services and Charges**

223 - Duke Energy	15-335 W. 11th-elec chgs 2/2-3/3/22		04/04/2022	11.29
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# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

208 - City Of Bloomington Utilities	15-water/sewer 601 N. Morton St	04/04/2022	1.84
208 - City Of Bloomington Utilities	15-water/sewer 335 W. 11th St BL661	04/04/2022	3.14
208 - City Of Bloomington Utilities	15-water/sewer 640 N. Madison St	04/04/2022	.19
223 - Duke Energy	15-601 N Morton-elec chgs 2/2-3/3/22	04/04/2022	72.29
223 - Duke Energy	04-College Sq-208 S. College-elec. bill 2/28-3/25/22	04/04/2022	334.28
223 - Duke Energy	04-College Sq-204 S. College Ave-electric bill 2/28-3/25/22	04/04/2022	1,097.84
223 - Duke Energy	04-College Sq-200 S. College Ave-elec. chgs 2/28-3/25/22	04/04/2022	92.47
223 - Duke Energy	04-College Sq-202 S College-elec. bill 2/28-3/25/22	04/04/2022	23.04
223 - Duke Energy	04-College Sq-222 S College-Misc:Office-elec bill 2/28-3/25/22	04/04/2022	264.42
223 - Duke Energy	04-College Sq-210 S. College Ave-elec. chgs 2/28-3/25/22	04/04/2022	407.02
223 - Duke Energy	04-College Sq-222 S College-Misc.Mmtr-elec serv 2/28-3/25/22	04/04/2022	616.79
223 - Duke Energy	04-College Sq-226 S. College Ave-elec chgs 2/28-3/25/22	04/04/2022	462.66
656 - B&L Sheet Metal and Roofing, INC	06-roof leak located and fixed at College Square	04/14/2022	794.89
818 - Everywhere Signs, LLC	06-Removal of unused sign at College Square	04/14/2022	262.17
321 - Harrell Fish, INC (HFI)	06-Toilet not flushing - was repaired.	04/14/2022	484.85
7206 - Nancy A Held	06-Parking Lot per agreement-March 2022	04/14/2022	1,750.00
7050 - Indy Elevator, LLC	06-Monthly Service for the lift at College Square	04/14/2022	75.00
7208 - Thomas A. Sicks	06-Parking Lot per agreement-March 2022	04/14/2022	1,750.00
6688 - SSW Enterprises, LLC (Office Pride)	06-Janitorial services at College Square	04/14/2022	397.50
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 20 Transactions	<u>\$8,901.68</u>
Program <b>150000 - Main</b> Totals		Invoice 20 Transactions	<u>\$8,901.68</u>



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

Department <b>15 - HAND</b> Totals	Invoice 20	\$8,901.68
	Transactions	
Fund <b>444 - RDC</b> Totals	Invoice 20	\$8,901.68
	Transactions	

**Fund 450 - Local Road and Street(S0706)**

Department **20 - Street**

Program **200000 - Main**

**Account 53520 - Street Lights / Traffic Signals**

223 - Duke Energy	02-Henderson St Pathway-elec chgs 3/1-3/26/22	BC 2019-100	04/04/2022	48.99
223 - Duke Energy	02-W 3rd & N Rogers-elec. chgs 2/28-3/25/22	BC 2021-94	04/04/2022	6.04
223 - Duke Energy	02-W 17th St Reconstruction Proj-elec chgs 3/1-3/26/22	BC 2019-15	04/04/2022	102.68
223 - Duke Energy	02-308 N Roger-crosswalk-elec chgs 2/28-3/25/22		04/04/2022	11.44
223 - Duke Energy	02-Downtown Alleys LED PH II-elec chgs 2/28-3/25/22	BC 2021-60	04/04/2022	20.43

Account <b>53520 - Street Lights / Traffic Signals</b> Totals	Invoice 5	\$189.58
	Transactions	

**Account 54310 - Improvements Other Than Building**

17 - Bynum Fanyo & Associates, INC

20-PE Contract, 6th-Morton Alley Renovation Design	BC 2022-19	04/14/2022	13,782.00
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Account <b>54310 - Improvements Other Than Building</b> Totals	Invoice 1	\$13,782.00
	Transactions	

Program <b>200000 - Main</b> Totals	Invoice 6	\$13,971.58
	Transactions	

Department <b>20 - Street</b> Totals	Invoice 6	\$13,971.58
	Transactions	

Fund <b>450 - Local Road and Street(S0706)</b> Totals	Invoice 6	\$13,971.58
	Transactions	

**Fund 451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

**Account 52310 - Building Materials and Supplies**

409 - Black Lumber Co. INC	20-Traffic Bldg-supplies for repairs-3/1/22		04/14/2022	212.85
409 - Black Lumber Co. INC	20-Traffic bldg-cpvc glue, primer, pipe, couplings-3/2/22		04/14/2022	7.66
409 - Black Lumber Co. INC	20-Traffic Bldg-cpvc coupling-3/9/22		04/14/2022	.49
409 - Black Lumber Co. INC	20-Traffic Bldg-structure wood-3/9/22		04/14/2022	158.85
409 - Black Lumber Co. INC	20-Traffic Bldg-drywall corner bead-3/15/22		04/14/2022	3.49
409 - Black Lumber Co. INC	20-Traffic Bldg-drywall, structure wood-2/28/22		04/14/2022	555.46
11243 - Core & Main, LP	20-Bury 1" Y1 Hydrant 4'0 water valve for Street building		04/14/2022	216.51

Account **52310 - Building Materials and Supplies** Totals Invoice 7 Transactions \$1,155.31

**Account 52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety	20-Milling Machine-2" ball valve		04/14/2022	59.99
394 - Kleindorfer Hardware & Variety	20-Truck #4961-1/2" shackles		04/14/2022	15.96

Account **52420 - Other Supplies** Totals Invoice 2 Transactions \$75.95

**Account 53150 - Communications Contract**

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two-way Radio Service Contract-March 2022		04/14/2022	2,321.25
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Account **53150 - Communications Contract** Totals Invoice 1 Transactions \$2,321.25

**Account 53510 - Electrical Services**

223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/9-3/10/22	BC 2010-23	04/04/2022	246.64
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Account **53510 - Electrical Services** Totals Invoice 1 Transactions \$246.64

**Account 53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-3/9/22		04/14/2022	34.28
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# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-3/16/22	04/14/2022	34.28
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice 2	<u>\$68.56</u>
Account <b>53950 - Landfill</b>		Transactions	
137 - Good Earth, LLC	20-brush disposal-#433-3/15/22	04/14/2022	38.00
137 - Good Earth, LLC	20-brush disposal-#433-3/15/22	04/14/2022	38.00
137 - Good Earth, LLC	20-brush disposal-#433-3/15/22	04/14/2022	38.00
137 - Good Earth, LLC	20-brush disposal-#433-3/17/22	04/14/2022	54.00
Account <b>53950 - Landfill</b> Totals		Invoice 4	<u>\$168.00</u>
Account <b>53990 - Other Services and Charges</b>		Transactions	
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-3/16/22	04/14/2022	200.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1	<u>\$200.00</u>
Program <b>200000 - Main</b> Totals		Transactions	
Department <b>20 - Street</b> Totals		Invoice 18	<u>\$4,235.71</u>
Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals		Transactions	
Fund <b>452 - Parking Facilities(S9502)</b>		Invoice 18	<u>\$4,235.71</u>
Department <b>26 - Parking</b>		Transactions	
Program <b>260000 - Main</b>		Invoice 18	<u>\$4,235.71</u>
Account <b>43160 - Lot/Garage Leases - Annual</b>		Transactions	
McKee Financial Services	26-refund garage pkg permit-didn't use-4/5/22	04/14/2022	784.00
Account <b>43160 - Lot/Garage Leases - Annual</b> Totals		Invoice 1	<u>\$784.00</u>
Account <b>52210 - Institutional Supplies</b>		Transactions	





# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

5819 - Synchrony Bank	26-Sharps Containers for 4th Street & Trades Garages		04/14/2022	636.60
	Account <b>52210 - Institutional Supplies</b> Totals		Invoice 1	<u>\$636.60</u>
			Transactions	
<b>Account 52340 - Other Repairs and Maintenance</b>				
5099 - Office Three Sixty, INC	26-new furniture for offices in 4th St. Garage		04/14/2022	10,000.00
	Account <b>52340 - Other Repairs and Maintenance</b> Totals		Invoice 1	<u>\$10,000.00</u>
			Transactions	
<b>Account 53510 - Electrical Services</b>				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/9-3/10/22	BC 2010-23	04/04/2022	2,885.21
	Account <b>53510 - Electrical Services</b> Totals		Invoice 1	<u>\$2,885.21</u>
			Transactions	
<b>Account 53610 - Building Repairs</b>				
8128 - Buckeye Power Sales Co., INC	26-Repair belt and Pully; oil change; Trades Garage-10/19/21		04/14/2022	257.06
6197 - CE Solutions, INC	26- Walnut Street PG Repairs - through 3/15/22	BC 2021-102	04/14/2022	840.00
392 - Koorsen Fire & Security, INC	02-Qtr billing-3/1-5/31/22-fire Alarm @ 4th Street Garage.	BC 2022-16	04/14/2022	150.00
	Account <b>53610 - Building Repairs</b> Totals		Invoice 3	<u>\$1,247.06</u>
			Transactions	
<b>Account 53650 - Other Repairs</b>				
6378 - ANN-KRISS, LLC	02 - 4th Street Garage Floor repair	BC 2021-100	04/14/2022	2,692.17
	Account <b>53650 - Other Repairs</b> Totals		Invoice 1	<u>\$2,692.17</u>
			Transactions	
<b>Account 53840 - Lease Payments</b>				
512 - 7th & Walnut , LLC	26-Walnut St Garage- May 2022 garage rent		04/14/2022	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-May 2022 garage rent		04/14/2022	38,035.85
	Account <b>53840 - Lease Payments</b> Totals		Invoice 2	<u>\$55,860.64</u>
			Transactions	
	Program <b>260000 - Main</b> Totals		Invoice 10	<u>\$74,105.68</u>
			Transactions	



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

	Department <b>26 - Parking</b> Totals		Invoice 10	\$74,105.68
			Transactions	
	Fund <b>452 - Parking Facilities(S9502)</b> Totals		Invoice 10	\$74,105.68
			Transactions	
Fund <b>454 - Alternative Transport(S6301)</b>				
Department <b>05 - Common Council</b>				
Program <b>050000 - Main</b>				
Account <b>54310 - Improvements Other Than Building</b>				
10 - Bledsoe Riggert Cooper & James INC				
	07-Dunn St. Sidewalk (15th-16th)-inv date 2/28/22	BC 2021-37	04/14/2022	2,800.00
	Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice 1	\$2,800.00
			Transactions	
	Program <b>050000 - Main</b> Totals		Invoice 1	\$2,800.00
			Transactions	
	Department <b>05 - Common Council</b> Totals		Invoice 1	\$2,800.00
			Transactions	
Department <b>13 - Planning</b>				
Program <b>130000 - Main</b>				
Account <b>54310 - Improvements Other Than Building</b>				
7059 - Eagle Ridge Civil Engineering Services, LLC				
	13-Neighborhood Greenways-Inv. date 3/18/22	BC 2020-106	04/14/2022	3,832.10
	Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice 1	\$3,832.10
			Transactions	
	Program <b>130000 - Main</b> Totals		Invoice 1	\$3,832.10
			Transactions	
	Department <b>13 - Planning</b> Totals		Invoice 1	\$3,832.10
			Transactions	
Department <b>26 - Parking</b>				
Program <b>260000 - Main</b>				
Account <b>53210 - Telephone</b>				
1838 - Verizon Wireless				
	26-cell phone charges 2/24 - Mar 23, 2022		04/04/2022	80.88



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	Account <b>53210 - Telephone</b> Totals		Invoice 1 Transactions	\$80.88
	Program <b>260000 - Main</b> Totals		Invoice 1 Transactions	\$80.88
	Department <b>26 - Parking</b> Totals		Invoice 1 Transactions	\$80.88
	Fund <b>454 - Alternative Transport(S6301)</b> Totals		Invoice 3 Transactions	\$6,712.98
<b>Fund 455 - Parking Meter Fund(S2141)</b>				
Department <b>26 - Parking</b>				
Program <b>260000 - Main</b>				
Account <b>52420 - Other Supplies</b>				
3560 - First Financial Bank / Credit Cards	26- Home security safe, undercounter deposit safe	04/14/2022		1,039.23
5099 - Office Three Sixty, INC	26-new furniture for offices in 4th St. Garage	04/14/2022		9,303.75
5819 - Synchrony Bank	26-digital level for ADA space compliance	04/14/2022		56.99
5819 - Synchrony Bank	26-phone chargers for new iPhones used for enforcement	04/14/2022		136.22
	Account <b>52420 - Other Supplies</b> Totals		Invoice 4 Transactions	\$10,536.19
Account <b>53210 - Telephone</b>				
1838 - Verizon Wireless	26-cell phone charges 2/24 - Mar 23, 2022	04/04/2022		663.05
	Account <b>53210 - Telephone</b> Totals		Invoice 1 Transactions	\$663.05
	Program <b>260000 - Main</b> Totals		Invoice 5 Transactions	\$11,199.24
	Department <b>26 - Parking</b> Totals		Invoice 5 Transactions	\$11,199.24
	Fund <b>455 - Parking Meter Fund(S2141)</b> Totals		Invoice 5 Transactions	\$11,199.24



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Program **200000 - Main**

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety	20-Paving-2 & 3 gal. sprayers, 4 shovels	04/14/2022	327.90
	Account <b>52420 - Other Supplies</b> Totals	Invoice 1	<u>\$327.90</u>
	Program <b>200000 - Main</b> Totals	Transactions Invoice 1	<u>\$327.90</u>
	Department <b>20 - Street</b> Totals	Transactions Invoice 1	<u>\$327.90</u>
	Fund <b>456 - MVH Restricted</b> Totals	Transactions Invoice 1	<u>\$327.90</u>
		Transactions	

Fund **600 - Cumulative Cap Imprv(CIG)(S2379)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

603 - Traffic Control Corporation	20-Miovision video detect for signals (2/Rolling Rd, Grimes/Wal)	04/14/2022	32,000.00
	Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	Invoice 1	<u>\$32,000.00</u>
	Program <b>020000 - Main</b> Totals	Transactions Invoice 1	<u>\$32,000.00</u>
	Department <b>02 - Public Works</b> Totals	Transactions Invoice 1	<u>\$32,000.00</u>
	Fund <b>600 - Cumulative Cap Imprv(CIG)(S2379)</b> Totals	Transactions Invoice 1	<u>\$32,000.00</u>
		Transactions	

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

50944 - Cargill Deicing Techno	20-de-icing salt-203.38 tons-3/21/22	BC 2021-35 04/14/2022	18,601.15
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50944 - Cargill Deicing Techno	20-de-icing salt-305.38 tons-3/23/22	BC 2021-35	04/14/2022	27,930.06
50944 - Cargill Deicing Techno	20-de-icing salt-259.53 tons-3/24/22	BC 2021-35	04/14/2022	23,736.59
19278 - Milestone Contractors, LP	20-surface-patching-12.86 tons-3/21 & 3/24/22	BC 2021-120	04/14/2022	1,129.75
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals			Invoice 4 Transactions	\$71,397.55
Account <b>52420 - Other Supplies</b>				
5792 - Clark Truck Equipment Co., INC	20-Saltdog electric chain drive salt spreader		04/14/2022	5,461.00
Account <b>52420 - Other Supplies</b> Totals			Invoice 1 Transactions	\$5,461.00
Program <b>020000 - Main</b> Totals			Invoice 5 Transactions	\$76,858.55
Department <b>02 - Public Works</b> Totals			Invoice 5 Transactions	\$76,858.55
Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Totals			Invoice 5 Transactions	\$76,858.55
Fund <b>730 - Solid Waste (S6401)</b>				
Department <b>16 - Sanitation</b>				
Program <b>160000 - Main</b>				
Account <b>52310 - Building Materials and Supplies</b>				
3560 - First Financial Bank / Credit Cards	16-Dryer for Sanitation		04/14/2022	400.00
Account <b>52310 - Building Materials and Supplies</b> Totals			Invoice 1 Transactions	\$400.00
Account <b>52420 - Other Supplies</b>				
7076 - Beaver Research Company	16-truck cleaner-foaming degreaser		04/14/2022	620.60
793 - Indiana Safety Company, INC	16-Hard Hats for employees (2)		04/14/2022	11.72
4574 - John Deere Financial (Rural King)	16-supplies for bathroom (soap, aerosol)		04/14/2022	42.88
394 - Kleindorfer Hardware & Variety	16-white paint for bldg repair		04/14/2022	54.00



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6530 - Office Depot, INC	16-dry eraser marker, foray board, fabric bandages		04/14/2022	79.76
6530 - Office Depot, INC	16-refill-tylenol for medical cabinet		04/14/2022	28.29
476 - Southern Indiana Parts, INC (Napa Auto Parts)	16-ball joint separator		04/14/2022	34.49
5819 - Synchrony Bank	16-pickle fork repair carts (4)		04/14/2022	48.00
<b>Account 52420 - Other Supplies Totals</b>			Invoice 8 Transactions	\$919.74
<b>Account 53240 - Freight / Other</b>				
793 - Indiana Safety Company, INC	16-Hard Hats for employees (2)		04/14/2022	14.58
<b>Account 53240 - Freight / Other Totals</b>			Invoice 1 Transactions	\$14.58
<b>Account 53510 - Electrical Services</b>				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/9-3/10/22	BC 2010-23	04/04/2022	54.82
<b>Account 53510 - Electrical Services Totals</b>			Invoice 1 Transactions	\$54.82
<b>Account 53610 - Building Repairs</b>				
32 - Cassady Electrical Contractors, INC	16-Sanitation-install 2 New Receptacles for Dryers, Inv# 27687		04/14/2022	890.53
<b>Account 53610 - Building Repairs Totals</b>			Invoice 1 Transactions	\$890.53
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-3/2/22		04/14/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/2/22	BC 2009-52	04/14/2022	8.01
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/9/22	BC 2009-52	04/14/2022	8.01
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-3/9/22		04/14/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/16/22	BC 2009-52	04/14/2022	8.01
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-3/16/22		04/14/2022	23.26



# Board of Public Works Claim Register

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19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/23/22	BC 2009-52	04/14/2022	8.01
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-3/23/22		04/14/2022	23.26
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals			Invoice 8 Transactions	\$125.08
<b>Account 53950 - Landfill</b>				
52226 - Hoosier Transfer Station-3140	16-recycling fees - 2/16-2/28/22		04/14/2022	2,673.79
52226 - Hoosier Transfer Station-3140	16-recycling fees - 3/1-3/15/22		04/14/2022	2,881.54
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-2/16-2/28/22		04/14/2022	12,238.26
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-3/1-3/15/22		04/14/2022	15,142.24
Account <b>53950 - Landfill</b> Totals			Invoice 4 Transactions	\$32,935.83
<b>Account 53990 - Other Services and Charges</b>				
7225 - Arctic Glacier USA, INC	16-Merchandiser Yearly Rental Fee-2022		04/14/2022	400.00
Account <b>53990 - Other Services and Charges</b> Totals			Invoice 1 Transactions	\$400.00
Program <b>160000 - Main</b> Totals			Invoice 25 Transactions	\$35,740.58
Department <b>16 - Sanitation</b> Totals			Invoice 25 Transactions	\$35,740.58
Fund <b>730 - Solid Waste (S6401)</b> Totals			Invoice 25 Transactions	\$35,740.58
<b>Fund 800 - Risk Management(S0203)</b>				
<b>Department 10 - Legal</b>				
<b>Program 100000 - Main</b>				
<b>Account 52430 - Uniforms and Tools</b>				
327 - Hoosier Workwear Outlet, INC	10-safety shoes-B. Eberle (12M)-3/22/22		04/14/2022	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-P. Sloman (11 1/2W)-3/22/22		04/14/2022	100.00



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327 - Hoosier Workwear Outlet, INC	10-safety shoes-M. Dunn (10 1/2W)-3/14/22	04/14/2022	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-R. Mingee (10 1/2M)-3/22/22	04/14/2022	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-W. Shepherd (9M)-3/22/22	04/14/2022	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-M. Kido (10 1/2M)-3/25/22	04/14/2022	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-S. Shelton (6M)-3/22/22	04/14/2022	100.00
	Account <b>52430 - Uniforms and Tools</b> Totals	Invoice 7	\$700.00
		Transactions	
	Program <b>100000 - Main</b> Totals	Invoice 7	\$700.00
		Transactions	
	Department <b>10 - Legal</b> Totals	Invoice 7	\$700.00
		Transactions	
	Fund <b>800 - Risk Management(S0203)</b> Totals	Invoice 7	\$700.00
		Transactions	
<b>Fund 801 - Health Insurance Trust</b>			
<b>Department 12 - Human Resources</b>			
<b>Program 120000 - Main</b>			
<b>Account 53990 - Other Services and Charges</b>			
3977 - Cigna Health & Life Insurance Company	12-April 2022 Cigna Dental/Vision Premiums \$9,988.92	04/14/2022	2,069.10
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,Wellness)-March 2022	04/14/2022	1,123.10
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	\$3,192.20
		Transactions	
<b>Account 53990.1201 - Other Services and Charges Health Insurance</b>			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER CONT \$638.00	04/05/2022	638.00
	Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals	Invoice 1	\$638.00
		Transactions	
	Program <b>120000 - Main</b> Totals	Invoice 3	\$3,830.20
		Transactions	
	Department <b>12 - Human Resources</b> Totals	Invoice 3	\$3,830.20
		Transactions	





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Fund <b>801 - Health Insurance Trust</b> Totals		Invoice 3 Transactions	\$3,830.20
Fund <b>802 - Fleet Maintenance(S9500)</b>			
Department <b>17 - Fleet Maintenance</b>			
Program <b>170000 - Main</b>			
Account <b>52230 - Garage and Motor Supplies</b>			
4693 - Monroe County Tire & Supply, INC	17 - ST225/75R15 tires for various vehicles	04/14/2022	105.25
4693 - Monroe County Tire & Supply, INC	17 - P255/70R17 tires for various vehicles	04/14/2022	761.00
Account <b>52230 - Garage and Motor Supplies</b> Totals		Invoice 2 Transactions	\$866.25
Account <b>52240 - Fuel and Oil</b>			
613 - Hoosier Penn Oil Company, INC	17 -6 gal of HP FS 5w20 oils for various vehicles and equipment	04/14/2022	2,184.76
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - unleaded fuel-8,062 gallons-3/22/22	BC 2021-84D 04/14/2022	32,622.08
7854 - Premier AG CO-OP, INC (Premier Energy)	17-diesel -B5 PDX4 Clear on Road-7,338 gallons-3/22/22	BC 2021-84D 04/14/2022	35,146.08
Account <b>52240 - Fuel and Oil</b> Totals		Invoice 3 Transactions	\$69,952.92
Account <b>52320 - Motor Vehicle Repair</b>			
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#961 windshield	04/14/2022	300.00
4135 - Andy Mohr Truck Center	17-#959 valve	04/14/2022	259.54
244 - Bloomington Ford, INC	17- misc. parts for ford - Clamp	04/14/2022	44.04
244 - Bloomington Ford, INC	17- misc. parts for ford - Assembly Valve	04/14/2022	31.64
244 - Bloomington Ford, INC	17- misc. parts for ford - Assembly Switch - Stop	04/14/2022	33.68
244 - Bloomington Ford, INC	17- misc. parts for ford - Heater Water Hose	04/14/2022	156.82
244 - Bloomington Ford, INC	17- misc. parts for ford - Rear Mirror Assembly	04/14/2022	419.82



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244 - Bloomington Ford, INC	17-#635 OSL diagnostic and repairs	04/14/2022	684.43
244 - Bloomington Ford, INC	17-Unit #690 OSL repairs	04/14/2022	1,366.20
941 - Central Indiana Truck Equipment Corporation	17- misc. truck parts - Fuse Holder and freight	04/14/2022	43.14
4335 - Circle Distributing, INC	17-misc. repair parts - Brake Rotor Assembly	04/14/2022	191.38
4335 - Circle Distributing, INC	17-misc. repair parts-Front Brake Hose & Brake Caliper assembly	04/14/2022	161.91
4335 - Circle Distributing, INC	17- credit for core return	04/14/2022	(75.00)
5792 - Clark Truck Equipment Co., INC	17 - stock joint assembly with shaft feed gate	04/14/2022	936.78
594 - Curry Auto Center, INC	17-switch, cover	04/14/2022	93.55
594 - Curry Auto Center, INC	17-SL-N-Hose	04/14/2022	77.66
594 - Curry Auto Center, INC	170-gaskets	04/14/2022	20.66
1727 - Ditch Witch of Illinois	17-#676 rubber seat, clamp, knob, tank door handle	04/14/2022	2,466.08
51827 - Fire Service, INC	17-air horn	04/14/2022	210.97
51827 - Fire Service, INC	17-Overflow tank w/cap	04/14/2022	102.46
51827 - Fire Service, INC	17-3" Suction Gasket	04/14/2022	20.00
3560 - First Financial Bank / Credit Cards	17 - stock aluminum valves (2)	04/14/2022	250.00
321 - Harrell Fish, INC (HFI)	17 - repairs to garage hanging heaters	04/14/2022	378.00
455 - Industrial Service & Supply, INC	17-hydraulic fittings	04/14/2022	1,196.48
455 - Industrial Service & Supply, INC	17-Cam & Groove Gasket	04/14/2022	5.40
796 - Interstate Battery System of Bloomington, INC	17 -(4) 31-MHD & (1) MTP-65HD batteries-vehicles and equipment	04/14/2022	495.37
796 - Interstate Battery System of Bloomington, INC	17-(2) MTP-48/H6 batteries for vehicles and equipment	04/14/2022	239.10
2974 - MacAllister Machinery Co, INC	17- misc. CAT parts - Cocoa color Mat	04/14/2022	103.94



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2974 - MacAllister Machinery Co, INC	17- misc. CAT parts - Seal Kit & Swivel Handle	04/14/2022	134.10
2974 - MacAllister Machinery Co, INC	17- credit for part return - GP HYD Pump Core	04/14/2022	(534.80)
2974 - MacAllister Machinery Co, INC	17- misc. CAT parts - GP Seat, Cap, Armrest, and Freight	04/14/2022	579.29
4693 - Monroe County Tire & Supply, INC	17- credit for part return-tires P235/60R18	04/14/2022	(561.00)
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - FleetRunner	04/14/2022	91.68
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts-Fuel water Separator	04/14/2022	35.22
19681 - Southeastern Equipment Co, INC	17-#459 track pad, screws, nuts-inc s/h	04/14/2022	1,574.03
19681 - Southeastern Equipment Co, INC	17-feet for #459	04/14/2022	34.36
<b>Account 52320 - Motor Vehicle Repair Totals</b>		Invoice 36 Transactions	\$11,566.93
<b>Account 52420 - Other Supplies</b>			
7083 - Alro Steel Corporation	17 - steel for bed jacks shop supplies	04/14/2022	876.71
7989 - Mark Garland (Mark Garland Enterprises, LLC)	17 - shop supply tire monitor	04/14/2022	269.00
7989 - Mark Garland (Mark Garland Enterprises, LLC)	17-Zeus scan tool and subscription	04/14/2022	12,238.00
177 - Indiana Oxygen Company, INC	17 -Carbon Dioxide for torch welder and etc	04/14/2022	41.50
6216 - Terminal Supply, INC	17 - shop supplies-Anti-Seize copper, Mini Fuse, Parkard parts	04/14/2022	96.50
6216 - Terminal Supply, INC	17 - shop supplies drill bits, Circular Flared, Sealed	04/14/2022	116.37
<b>Account 52420 - Other Supplies Totals</b>		Invoice 6 Transactions	\$13,638.08
<b>Account 52430 - Uniforms and Tools</b>			
6271 - Jason Speer	17-tool check	04/14/2022	1,500.00
<b>Account 52430 - Uniforms and Tools Totals</b>		Invoice 1 Transactions	\$1,500.00
<b>Account 53510 - Electrical Services</b>			



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223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/9-3/10/22	BC 2010-23	04/04/2022	253.09
	Account <b>53510 - Electrical Services</b> Totals		Invoice 1 Transactions	<u>\$253.09</u>
<b>Account 53610 - Building Repairs</b>				
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	17-Replacement of 10 garage doors BC2020-898	BC 2020-89	04/14/2022	21,350.00
	Account <b>53610 - Building Repairs</b> Totals		Invoice 1 Transactions	<u>\$21,350.00</u>
<b>Account 53620 - Motor Repairs</b>				
244 - Bloomington Ford, INC	17-diagnostic and repair services		04/14/2022	1,250.91
244 - Bloomington Ford, INC	17-#635 OSL diagnostic and repairs		04/14/2022	2,760.90
244 - Bloomington Ford, INC	17-Unit #690 OSL repairs		04/14/2022	3,106.30
4474 - Ken's Westside Service & Towing, LLC	17-towing services-White Chevy Colorado-3/28/22		04/14/2022	50.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services for Black Ford Taurus-3/27/22		04/14/2022	75.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services -Unit #444-2017 Peterbilt 348-3/21/22		04/14/2022	300.00
	Account <b>53620 - Motor Repairs</b> Totals		Invoice 6 Transactions	<u>\$7,543.11</u>
<b>Account 53650 - Other Repairs</b>				
3286 - Peacetree, INC (PEI Maintenance)	17-repairs and service for the fuel sites		04/14/2022	262.50
3286 - Peacetree, INC (PEI Maintenance)	17-repairs to fuel tank #2 and replaced the pump filter.		04/14/2022	3,620.00
	Account <b>53650 - Other Repairs</b> Totals		Invoice 2 Transactions	<u>\$3,882.50</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals, shop towels-2/2/22		04/14/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17- mat rentals & shop towels-3/9/22		04/14/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat rentals & Shop towels-3/16/22		04/14/2022	77.36



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19171 - Aramark Uniform & Career Apparel Group, INC	17-mat rentals & Shop towels-3/23/22	04/14/2022	77.36
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice 4	<u>\$309.44</u>
Account <b>53990 - Other Services and Charges</b>		Transactions	
3560 - First Financial Bank / Credit Cards	17 - bmv title fees-3/8/22	04/14/2022	45.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1	<u>\$45.00</u>
Program <b>170000 - Main</b> Totals		Transactions	
Department <b>17 - Fleet Maintenance</b> Totals		Invoice 63	<u>\$130,907.32</u>
Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals		Transactions	
		Invoice 63	<u>\$130,907.32</u>
		Transactions	
		Invoice 63	<u>\$130,907.32</u>
		Transactions	
Fund <b>804 - Insurance Voluntary Trust</b>			
Department <b>12 - Human Resources</b>			
Program <b>120000 - Main</b>			
Account <b>53990.1241 - Other Services and Charges Vision</b>			
3977 - Cigna Health & Life Insurance Company	12-April 2022 Cigna Dental/Vision Premiums \$9,988.92	04/14/2022	7,919.82
Account <b>53990.1241 - Other Services and Charges Vision</b> Totals		Invoice 1	<u>\$7,919.82</u>
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/04/2022	140.62
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/04/2022	324.96
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/04/2022	272.12
17785 - The Howard E. Nyhart Company, INC	12-City URM, City/Util DDC	04/05/2022	943.49
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/06/2022	394.03
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/07/2022	208.54



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/08/2022	56.67
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City Totals</b>		Invoice 7	<u>\$2,340.43</u>
Account <b>53990.1272 - Other Services and Charges Section 125 - DDC- City</b>		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-City URM, City/Util DDC	04/05/2022	99.75
Account <b>53990.1272 - Other Services and Charges Section 125 - DDC- City Totals</b>		Invoice 1	<u>\$99.75</u>
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b>		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/04/2022	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/07/2022	21.58
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/08/2022	14.59
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util Totals</b>		Invoice 3	<u>\$66.17</u>
Account <b>53990.1282 - Other Services and Charges Section 125 - DDC- Util</b>		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-City URM, City/Util DDC	04/05/2022	276.96
Account <b>53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals</b>		Invoice 1	<u>\$276.96</u>
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b>		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	04/07/2022	20,334.32
Account <b>53990.1283 - Other Services and Charges Health Savings Account Totals</b>		Invoice 1	<u>\$20,334.32</u>
Program <b>120000 - Main Totals</b>		Transactions	
Department <b>12 - Human Resources Totals</b>		Invoice 14	<u>\$31,037.45</u>
Fund <b>804 - Insurance Voluntary Trust Totals</b>		Transactions	
		Invoice 14	<u>\$31,037.45</u>
Fund <b>976 - Consolidated TIF Bond Proceeds</b>		Transactions	
Department <b>15 - HAND</b>			



# Board of Public Works Claim Register

Invoice Date Range 04/02/22 - 04/15/22

Program **159006 - West 17th Street Area**

Account **53990 - Other Services and Charges**

20 - Lochmueller Group, INC

15-17th St Multimodal Improvements-services thru 2/28/22	BC 2021-124	04/14/2022	4,559.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1	<u>\$4,559.00</u>
		Transactions	
Program <b>159006 - West 17th Street Area</b> Totals		Invoice 1	<u>\$4,559.00</u>
		Transactions	
Department <b>15 - HAND</b> Totals		Invoice 1	<u>\$4,559.00</u>
		Transactions	
Fund <b>976 - Consolidated TIF Bond Proceeds</b> Totals		Invoice 1	<u>\$4,559.00</u>
		Transactions	

Fund **978 - City 2016 GO Bond Proceeds**

Department **06 - Controller's Office**

Program **06016C - 2016 C Jackson Trail**

Account **54310 - Improvements Other Than Building**

399 - American Structurepoint, INC

13-Jackson Creek Trail PH II (CE)-Const Inspec-2/1- 2/28/22	BC 2020-77	04/14/2022	509.32
Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice 1	<u>\$509.32</u>
		Transactions	
Program <b>06016C - 2016 C Jackson Trail</b> Totals		Invoice 1	<u>\$509.32</u>
		Transactions	
Department <b>06 - Controller's Office</b> Totals		Invoice 1	<u>\$509.32</u>
		Transactions	
Fund <b>978 - City 2016 GO Bond Proceeds</b> Totals		Invoice 1	<u>\$509.32</u>
		Transactions	
Grand Totals		Invoice 381	<u><u>\$968,344.13</u></u>
		Transactions	

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
04/14/22	Claims				\$968,344.13
					\$968,344.13

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$968,344.13

Dated this 11<sup>th</sup> day of April year of 2022.

\_\_\_\_\_  
 \_\_\_\_\_

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

Fiscal Office Cheryl Sililand