Board of Public Works Meeting May 24, 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 rather than in person

AGENDA BOARD OF PUBLIC WORKS May 24, 2022

A Regular Meeting of the Board of Public Work will be held Tuesday, May 24, 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/83800273423?pwd=WExrOWJLVDI0enNKblhVWnlQY0VTUT09

Meeting ID: 838 0027 3423 Passcode: 609028

The City will offer virtual options, including <u>CATS</u> public access television (live and tape- delayed). Comments and questions will be encouraged via <u>Zoom</u> or <u>bloomington.in.gov</u> rather than in person.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

1. Appeal Noise Citation # 40153 for 724 S. Lincoln Street

III. TITLE VI ENFORCEMENT

- 1. Abatement at 708 S. Adams Street
- 2. Abatement at 740 S. Westwood Drive

IV. CONSENT AGENDA

- 1. Approval of Minutes May10, 2022
- 2. Ivy Chase Subdivision Phase I Final Plat Update
- 3. Revised Resolution 2021-65; Encroachment at 102 W. 6th Street
- 4. Resolution 2022-27 Renew Mobile Vendor in Public Right-of-Way; Bloomingbowls
- 5. Resolution 2022-29; Renew Mobile Push Cart in Public Right-of-Way; Chocolate Moose
- 6. Resolution 2022-32; New Mobile Solicitor's License; Luiz Nunez
- 7. Resolution 2022-28; Declaration of Surplus Property from Fleet
- 8. Partnership with Bloomington Parkour for Winslow-High-Rogers Roundabout
- 9. Noise Permit for Middle Way House's 50 years of Caring Picnic
- 10. Addendum #1 to 2022 Service Agreement with Cassady Electrical
- 11. Approval of Payroll

V. NEW BUSINESS

- 1. Amendment #3 to LPA-Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Mutlimodal Improvements Project
- 2. Lane Closure Request from Reed & Sons Construction along E. 19th Street from Walnut to Lincoln for Construction of a New Sidewalk (June 01, 2022- August 20, 2022)
- 3. Lane Closure Request from Goodman Construction along N. Walnut St. (Dates TBD)
- 4. Lane Closure Request from Snedegar Construction for work in the Crestmont Community
- 5. Lane Restriction and Sidewalk Closure Request from Duke Energy along N. Morton St. for Phase II of the Showers LED Lighting Conversion Project (May 23, 2022 June 24, 2022)
- 6. Award Contract to Browning Chapman, LLC. for the Walnut Street Parking Garage Repair Project
- 7. Award Contract to Groomer Construction for Sidewalk Repair / Replacement Services
- 8. Contract with Ann-Kriss, LLC for Bathroom Remodel at Sanitation Garage
- 9. Contract with Groomer Construction for Installation of Bollards in City Hall Parking Lot

VI. STAFF REPORTS & OTHER BUSINESS

VII. <u>APPROVAL OF CLAIMS</u>

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.

STAFF REPORT NOV APPEAL (noise)

Appellant Information:

Name: Jorge Ortega Address: 724 S. Lincoln Street

Bloomington, IN

Date Appealed: 4/28/2022

NOV Information:

Date Issued: April 22, 2022 By: Officer Luke Grover Where: 724 S. Lincoln Street

For: unreasonable noise

Attachments:

- 1. Notice of Violation
- 2. Dispatch Records
- 3. Noise Appeal
- 4. Proposed Order

Controlling Ordinances and Language:

BMC § 14.09.030(c)(4). It shall be a violation of this chapter to play, use, operate or allow to be played, used, or operated any radio, television, digital media player, loudspeaker, sound amplifier, musical instrument, or any other machine or device for producing or reproducing sound in such a manner that the sound produced persists continuously or intermittently for a period of at least fifteen minutes and can be heard outside the immediate premises from the location of the emitter by a person with normal hearing. Sound that is clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of nine p.m. and seven a.m., is prima facie evidence of a violation of this section. (emphasis added)

BMC § 14.09.030(b). Except as otherwise provided in this chapter, it shall be unlawful for any person to cause or make any unreasonable noise or to allow any unreasonable noise to be caused or made in or on any real or personal property occupied or controlled by that person.

BMC § 14.09.070(b). Any person violating any of the provisions of this chapter, shall, upon a written finding of violation signed by the enforcement officer, be subject to an initial penalty of fifty dollars. Each day such violation is committed or permitted to continue shall constitute a separate offense. A second violation in any twelve-month period is subject to a fine or penalty of one hundred dollars and subsequent violations within a twelve month period are subject to a fine or penalty of five hundred dollars. (emphasis added)

Discussion:

- 1. At approximately 11:40 p.m. on 4/21/20221, Bloomington Police Department received a complaint regarding unreasonable noise at the property located at 724 S. Lincoln Street (the "Property"). Officer Luke Grover responded to the noise complaint at approximately 12:00 a.m. on 4/22/2022
- 2. Officer Grover approached the Property on foot from several houses away. While approaching the Property, but before entering the Property, Officer Grover was able to clearly hear music and other loud noises and was able to identify that the sound was coming from the Property.
- 3. While approaching the Property, officer Grover made contact with a witness who confirmed that the Property was the source of the loud music and noise and that the noise had been ongoing continuously since at least the time of the complaint was made to Bloomington Police Department.
- 4. At 12:10 a.m. on 4/22/2022, Officer Grover made contact with Jorge Ortega who is the occupant and tenant of the Property. Jorge Ortega was issued a ticket for unreasonable noise, and assessed a fine of \$50.00.
- 5. Jorge Ortega timely appealed the NOV.
- 6. The facts establish that the noise was unreasonable because it was audible from off premises between 9pm and 7am by a person with ordinary hearing.
- 7. Jorge Ortega occupies and has control of this property and is, therefore, a person who can and should be held responsible for this violation.
- 8. A fine of \$50.00 is appropriate because this is the first noise violation issued to Jorge Ortega and at this Property in a 12-month period

Staff Recommendation:

1. The appeal should be denied.



Fwd: Noise Citiation

Luke Grover < luke.grover@bloomington.in.gov>
To: Daniel Dixon < daniel.dixon@bloomington.in.gov>

Wed, May 11, 2022 at 2:17 PM

Hello Daniel,

This is the information I could find from our CAD call information sheet. If you need more information please let me know.

When Reported: 23:39:59 04/21/2022

Address: 724 S LINCOLN ST

BLOOMINGTON, IN 47401

Area: LB314 - BPD D3 RepZone 14

Agency: BPD

COUNTY OF MONROE CITY OF BLOOMINGTON ORDINANCE VIOLATION

NO. 40153 & C14263

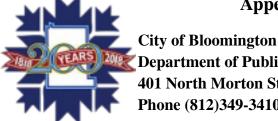
The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

Day of W	eek 23	Month AP	2099 Aeau	Time 00'./2
Last Nam	ال بادع،		First Jugs	s Wit
Street Ad	dress 724	S. Lincoln		D.O.B.
City Ble	som: No fox)	State	Zip Code
Sex	Race	SSN/OLN	Ļ	7
	MIT THE FOL	LOWING OFFENS	# -	(C)
Exces	ssive Loud No	OR	413	
Residence Vehicle Contrary to the BMC § 14.09.03				
at, Bloomington, IN.				
Officer's Signature 45				
City of Bloomington, Indiana Date				
Your signature is not an admission of guilt. SEE OTHER SIDE FOR ADDITIONAL INFORMATION				

BLOOMINGTON LETTER SHOP

5906455

Appeal of Noise Citation to the Board of Public Works



Department of Public Works **401 North Morton Street, Suite 120** Phone (812)349-3410

Email: Public.Works@Bloomington.IN.gov

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Noise citation you were issued MUST be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these documents must be submitted within seven (7) days after the Noise citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit within seven (7) days from the date of the Board's decision.

Name:Jorge Ortega	Phone Number	2603127151	
Citation Number:	Date on N	Noise Citation:4/2	1/22
(Located in the top right hand corner of the citation)			
Local Address:			
724 S Llincoln st			
Bloomington, IN 47401			
		Today's Date:	4/28/22
Permanent Address: Reason for Appeal:They sai was not even loud. There was particular warnings.	-		
(You may continue on another page if necessar	nry)		
On this day, I submitted my complete When the Board of Public Works wi	1.1	nd received the date of _	4/28/22
Jorge Ortega		Signature Dat	e 4/28/22

For use by Public Works:	
Date Appeal Received:	_ Received By:
Date Appeal Forwarded to Legal Department:	

City of Bloomington's Board of Public Works Order on Appeal of Notice of Violation Ticket #40153_

This matter is before the Board of Public Works for an Appeal of Notice of Violation # 40153 (the "NOV") at 724 S. Lincoln Street. (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, May 24, 2022.

The Board of Public Works now finds as follows:

- 1. Jorge Ortega ("Appellant") timely appealed the NOV.
- 2. Appellant resides at the Property.
- 3. At approximately 11:40 p.m. on April 21, 2022 Bloomington Police Dispatch received a report of loud music and noise coming from the Property.
- 4. City of Bloomington Police Officer Luke Grover responded to the call and, at approximately 12:00 a.m. on April 22, 2022, while not physically on the Property, heard music and sound coming from the Property.
- 5. These facts establish a prima facie violation of BMC 14.09.070(c)(4) in that the sound was clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of 9:00 p.m. and 7:00 a.m.
- 6. Appellant is a person under BMC 14.09.030(b) who can be held responsible for this violation.
- 7. The facts support a finding that the Appellant did violate BMC § 14.09 regarding unreasonable noise, and that this is Appellant's first violation of BMC § 14.09 within 12 months.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders that the Appeal of NOV # 40153 is denied.

So Ordered this 24th Day of May, 2022.

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

Staff Report

To: Board of Public Works

From: Maria McCormick & Daniel Dixon

Date: May 24, 2022

Re: Request to abate property at 708 S Adams St, Bloomington, IN

Attachments:

1. Notices of Violation Issued April 19 and May 4, 2022.

- 2. Photograph(s) of the property
- 3. GIS property information
- 4. Order for Abatement (proposed)

Facts:

- 1. Bloomington Municipal Code § 6.06.020 makes it unlawful for "any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it."
- 2. Bloomington Municipal Code § 6.06.050 makes it unlawful for "the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance."
- 3. On April 19 and May 4, 2022, a Neighborhood Compliance Officer inspected the property located at 708 S Adams Street, Bloomington, IN (Hereinafter the "Property") and issued Notice(s) of Violation for gargabe, rubbish, and trash in violation of BMC § 6.06.020 and excessive growth in violation of BMC § 6.06.050 (Hereinafter the "NOV").
- 4. The NOV were issued to Margaret Lamb and Edward Ohye (Hereinafter the "Owner") because they are the owners of the Property which is in violation of BMC §§ 6.06.020 and 6.06.050 in that it contains garbage, rubbish, trash, or other refuse and grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
- 5. The violations have not been corrected and the NOV were not appealed.
- 6. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
- 7. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).

Status of the Property and Reason for Abatement:

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

Staff Recommendation:

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



BPW:_

Notice of Violation

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

Date 4.19.22 Time 11:45 A Address/le	ocation 708 S. Adams St. (Vacant)		
Issued by: 219	47403		
BMC 6.04.110 Carts, containers and other articles to be picked up s street more than twenty-four hours prior to the time when such solid was be removed from the street or sidewalk on the same day as the collection	ste, recycling or yard waste is to be collected. Carts and containers sha		
☐ Fine Due: \$15.00 ☐ Warning (No fine NOTE: Immediate compliance required in order to avoid additional violations/fines a			
BMC 6.06.020 It is unlawful for any person to throw, place, or scatt premises, street, alley, either public or private, or to suffer or permit any on the premises owned, occupied or controlled by such person either w	y garbage, recyclable materials or yard waste to be placed or deposited		
☐ Fine Due: ☐\$50 ☐\$100 ☐\$150 ☐ Warning (No fine NOTE: Immediate compliance required in order to avoid additional violations/fines a	ne due at this time) Ticket# 50660 ssessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).		
BMC 6.06.050 It is unlawful for the owner of any lot or tract of group or noxious plants beyond the height of 8 inches or to such extent that the Fine Due: \$\int\\$50 \$\int\\$\$100 \$\int\\$	ne due at this time) Ticket# 50661		
comments: Remove all scattered and	accumulated trash and debris		
from the property. Mow th			
	iolation (NOV) to avoid this matter being forwarded to the City's Legal with payment. You may pay in person or mail payment to the address listed sington." All fines listed above may be contested in the Monroe County		
exact copy of any and all leases in effect during the time period covered by responsible for fines due. A non-possessory residential rental property own	Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.		
The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.			
4. This NOV may be appealed to the City's Board of Public Works, provided Department, within seven days of the date of issuance of this NOV.	a written appeal is filed with the Board, via the City's Public Works		
Owner Name MARGARET LAMB	Agent Name		
Address 155 E. BURKS DR City BLOOMING TONIState IN	Address		
City BLOOMING TONIState IN	City State		
Zip Code 47401	Zip Code		

Mail Copies To: Resident: Owner: Agent:



Notice of Violation

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

Da	te 4.20.22 Time 2 pm Address/location 708 S. Adams St
Iss	ued by: 219 47403 (Vacant)
stre	BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the eet more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall removed from the street or sidewalk on the same day as the collection is made.
NC	Fine Due: \$15.00
pre on	BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any emises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.
	Fine Due: \(\subseteq \\$50 \textsquare \) \(\subseteq \textsquare \) \(\supseteq \textsquare \) \(\supse
or i	BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance. Fine Due: \(\Delta \\$50 \B150 \B150 \Barning (\No fine due at this time) \) Ticket# \(\Delta \circ 0.06.070(c) \).
Co	mments: Remove all scattered and accumulated trash from the
T	property. Mow the grass per code.
1.	Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.
2.	Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3.	The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4.	This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.
	Owner Name ARGALET LAND + OHYE Agent Name
	Address 155 E BURKS DR Address City BLOOMINGTON State LN City State
	Zip Code 4740/ Zip Code
1	BPW: Mail Copies To: Resident: Owner: Agent: Agent:



BPW: 5-24-22

Notice of Violation

Housing & Neighborhood **Development Department (HAND)** P.O. Box 100 401 N. Morton Street

Bloomington, IN 47402 www.bloomington.in.gov/hand/

Owner: ____ Agent:_

Mail Copies To: Resident:___

Da	te $5-4\cdot22$ Time $3p$ Address/	locati	on\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	S. Haams	
Iss	ued by: 2\9			47403	
stre	BMC 6.04.110 Carts, containers and other articles to be picked up seet more than twenty-four hours prior to the time when such solid wremoved from the street or sidewalk on the same day as the collection	aste,	recycling or yard waste	street or sidewalk so as to be visible from is to be collected. Carts and containers	om the s shall
NO	Fine Due: \$15.00			Ticket#04.100(c).	
pre	BMC 6.06.020 It is unlawful for any person to throw, place, or scar emises, street, alley, either public or private, or to suffer or permit are the premises owned, occupied or controlled by such person either ways.	ny ga	rbage, recyclable mater	als or yard waste to be placed or depos	y ited
	Fine Due: \$\Bigcup\$50 \$\Bigcup\$100 \$\Bigcup\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$TE: Immediate compliance required in order to avoid additional violations/fines				
or	BMC 6.06.050 It is unlawful for the owner of any lot or tract of gronoxious plants beyond the height of 8 inches or to such extent that the Fine Due: \$\Bigsim\$\$\$ \$\Bigsim\$\$\$\$\$ \$\Bigsim\$	he gr fine	owth is detrimental to t due at this time)	he public health and constitutes a nuisar Ticket#	
C₀	mments: Mow the grass per and accumulated trash a c	de de	bris Fron	move all Scatter the Properti	4
1.	Fine must be paid within 2 weeks from date of issuance of the Notice of Department for further enforcement action. This NOV must be returned above. Please make check/money order payable to "The City of Blook Circuit Courts.	with 1	payment. You may pay in	person or mail payment to the address li	isted y
2.	Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.			and	
3.	The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.			nited	
4.	This NOV may be appealed to the City's Board of Public Works, provided Department, within seven days of the date of issuance of this NOV.	edaw	ritten appeal is filed with	the Board, via the City's Public Works	
	Owner Name MARGARETLAMS + EDWARD O	1	Agent Name		
	Address 155 5 BURKS DR		Address		******
	City BLOOMING 70 N State //		City	State	_
	Zip Code 47401		Zip Code		



City of Bloomington Housing and Neighborhood Development

NOTICE OF REQUEST FOR ABATEMENT

To: Lamb, Margaret & Ohye, Edward ("Property Owner")

The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at 708 S Adams St, Bloomington 47403, under parcel number 53-08-05-300-029.000-009 and whose legal description is 015-33725-00 Sem Pt Lot 173 (Hereinafter the "Property").

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at 5:30 P.M. Tuesday May 24th 2022 via ZOOM meetings and in person in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.

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

Fines are not appealed at this meeting



Monroe County, IN

708 S Adams ST, Bloomington, IN 47403-2168 53-08-05-300-029.000-009



Parcel Information

Parcel Number: 53-08-05-300-029.000-009

Alt Parcel Number: 015-33725-00

Property Address: 708 S Adams ST

Bloomington, IN 47403-2168

Neighborhood: Allen Street - A

Property Class: 1 Family Dwell - Platted Lot

Owner Name: Lamb, Margaret & Ohye, Edward

Owner Address: 155 E Burks Drive

Bloomington, IN 47401

Legal Description: 015-33725-00 Sem Pt Lot 173

Taxing District

Township: PERRY TOWNSHIP

Corporation: MONROE COUNTY COMMUNITY

Land Description

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

1.0

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

This matter is before the Board of Public Works for Abatement of Notice of Violations issued April 19 and May 4, 2022, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, May 24, 2022.

The Board of Public Works now finds as follows:

- 1. Margaret Lamb and Edward Ohye (Hereinafter the "Owner") own the real estate located at 708 S. Adams Street, Bloomington, Indiana under parcel number 53-08-05-300-029.000-009 and whose legal description 015-33725-00 Sem Pt Lot 173 (Hereinafter the "Property")
- 2. On April 19 and May 4, 2022, A City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020 and excessive growth in violation of BMC § 6.06.050.
- 3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
- 4. The NOV were not appealed.
- 5. The violation(s) cited in the NOV were not remedied.
- 6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

- 1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, recyclable materials and yard and eliminate overgrown weeds, grass, or noxious plants waste as the foregoing terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
- 2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
- 3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
- 4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT.** The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.
- 5. THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS FROM THE DATE OF THE FIRST NOTICE OF VIOLATION AND EXPIRES ON THE 19th DAY OF APRIL, 2023.

- 6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
- 7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 24th Day of May, 2022.

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

Staff Report

To: Board of Public Works

From: Maria McCormick & Daniel Dixon

Date: May 24, 2022

Re: Request to abate property at 740 S Westwood Dr, Bloomington, IN

Attachments:

1. Notices of Violation Issued April 19, April 26, and May 4, 2022.

- 2. Photograph(s) of the property
- 3. GIS property information
- 4. Order for Abatement (proposed)

Facts:

- 1. Bloomington Municipal Code § 6.06.020 makes it unlawful for "any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it."
- 2. Bloomington Municipal Code § 6.06.050 makes it unlawful for "the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance."
- 3. On April 19, April 26, and May 4, 2022, a Neighborhood Compliance Officer inspected the property located at 740 S Westwood Dr., Bloomington, IN (Hereinafter the "Property") and issued Notice(s) of Violation for garbage, rubbish, and trash in violation of BMC § 6.06.020 and excessive growth in violation of BMC § 6.06.050 (Hereinafter the "NOV").
- 4. The NOV were issued to John Miller (Hereinafter the "Owner") because they are the owner of the Property which is in violation of BMC §§ 6.06.020 and 6.06.050 in that it contains garbage, rubbish, trash, or other refuse and grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
- 5. The violations have not been corrected and the NOV were not appealed.
- 6. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
- 7. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).

Status of the Property and Reason for Abatement:

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

Staff Recommendation:

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



BPW:__

Notice of Violation

Housing & Neighborhood **Development Department (HAND)** P.O. Box 100 401 N. Morton Street

Bloomington, IN 47402 www.bloomington.in.gov/hand/

Dat	Date 4-19.22 Time 11:30A Address/location_	740 S. Westwood Dr.
Isst	Issued by: 210	4/400
stre	BMC 6.04.110 Carts, containers and other articles to be picked up shall not be street more than twenty-four hours prior to the time when such solid waste, recycle termoved from the street or sidewalk on the same day as the collection is made	ling or yard waste is to be collected. Carts and containers shall
	☐ Fine Due: \$15.00 ☐ Warning (No fine due at t	
NO	NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$1	5.00/day per BMC 6.04.100(c).
pre	BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any gar premises, street, alley, either public or private, or to suffer or permit any garbage, on the premises owned, occupied or controlled by such person either with or with	recyclable materials or yard waste to be placed or deposited
	☐ Fine Due: ☐\$50 ☐\$100 ☐\$150 ☑ Warning (No fine due a	
NC	NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$5	50.00, \$100, or \$150/day per BMC 6.06.070(c).
	BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within or noxious plants beyond the height of 8 inches or to such extent that the growth	
	☐ Fine Due: ☐\$50 ☐\$100 ☐\$150 ☑ Warning (No fine due :	at this time) Ticket# <u>50663</u>
NC	NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$5	50.00, \$100, or \$150/day per BMC 6.06.070(c).
hadded/ed	On a la coall I and are	Ist I touch datain
Co	comments: Remove all scattered and accum	Wated Trash + OEDRIS From
+	the property. Mow the grass per	City code.
		ı
1.	 Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (N Department for further enforcement action. This NOV must be returned with paymer above. Please make check/money order payable to "The City of Bloomington." A Circuit Courts. 	nt. You may pay in person or mail payment to the address listed
2.	2. Fines shall not attach to non-possessory residential rental property owner(s) for a per-exact copy of any and all leases in effect during the time period covered by the NOV responsible for fines due. A non-possessory residential rental property owner is the o Property owner(s) shall otherwise be held responsible for fines if a lease is not preser	(per occurrence), at which time said tenant(s) shall be held wner of record, but one that is not a resident of said property.
3.	3. The City may seek action by its Board of Public Works or the Monroe County Circui City has the authority to bring the property into compliance itself or the City may hire compliance) and/or assessing costs associated with clean-up of the property, and purs to injunctive relief. If the City or their designee, with permission from the City of Bl violation the owner shall be responsible for reimbursing the City for the abatement ar	e a private third-party contractor to bring the property into suing any other remedies available by law, including but not limited oomington Board of Public Works, enters the property and abates the
4.	4. This NOV may be appealed to the City's Board of Public Works, provided a written a Department, within seven days of the date of issuance of this NOV.	appeal is filed with the Board, via the City's Public Works
	Owner Name JOHN MILLER Age	ent Name
	Address 740 S. WESTWOOD DR Add	iress
		State
	1 1 1 1	Code
]	BPW: Mail C	Copies To: Resident: Owner: Agent:



Notice of Violation

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

Dat	te 4 210 · 27 Time 3: 40 Address/loc	eation 140 S. Westwood Dr	
Issu	ued by: 219	47403	
stre		all not be placed upon the street or sidewalk so as to be visible from the te, recycling or yard waste is to be collected. Carts and containers shall is made.	
NO	Fine Due: \$15.00		
pre on	the premises owned, occupied or controlled by such person either wit	garbage, recyclable materials or yard waste to be placed or deposited h or without the intent to remove, cover or burn it.	
	Fine Due: \(\sumsymbol{\text{\subsymbol{1}}\\$50} \) \(\supsymbol{\text{\subsymbol{1}}\\$50} \) \(\supsymbol{\text{\subsymbol{1}}\\$50} \) \(\supsymbol{\text{\subsymbol{1}}\\$50} \) \(\supsymbol{\text{\subsymbol{1}}\\$70} \) \(\supsymbol{\text{\subsymbol{1}}\} \) \(\supsymbol{\text{\subsymbol{1}}\} \) \(\supsymbol{\text{\subsymbol{1}}\} \) \(\supsymbol{\text{\subsymbol{1}\}\} \) \(\supsymbol{\text{\subsymbol{1}\}\} \) \(\supsymbol{\text{\subsymbol{1}\}\} \) \(\supsymbol{\text{\subsymbol{1}}\} \) \(\supsymbol{\text{\subsymbol{1}\}\} \) \(\		
or i	noxious plants beyond the height of 8 inches or to such extent that the	and within the city to allow it to become overgrown with weeds, grass, growth is detrimental to the public health and constitutes a nuisance. Ticket# 50.00 8 100, or \$150/day per BMC 6.06.070(c).	
	mments: Remove all scattered and property. Mow the grass po		
1.	Fine must be paid within 2 weeks from date of issuance of the Notice of Vi Department for further enforcement action. This NOV must be returned wi above. Please make check/money order payable to "The City of Bloomi Circuit Courts.	th payment. You may pay in person or mail payment to the address listed	
2.	Fines shall not attach to non-possessory residential rental property owner(s) exact copy of any and all leases in effect during the time period covered by responsible for fines due. A non-possessory residential rental property owner(s) shall otherwise be held responsible for fines if a lease is	er is the owner of record, but one that is not a resident of said property.	
3.	. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.		
4.	This NOV may be appealed to the City's Board of Public Works, provided Department, within seven days of the date of issuance of this NOV.	a written appeal is filed with the Board, via the City's Public Works	
	Owner Name JOHN MILLER	Agent Name	
	Address 740 S NESTWOOD DE	Address	
	City BLOOMING TON State IN	CityState	
	Zip Code 47403	Zip Code	
F	3PW:	Mail Copies To; Resident: Owner: Agent:	



BPW: 5-24.22

Notice of Violation

Housing & Neighborhood Development Department (HAND) P.O. Box 100

P.O. Box 100 401 N. Morton Street Bloomington, IN 47402 www.bloomington.in.gov/hand/

Da	te $5-4\cdot22$ Time 30 Address/	locat	ion <u>1740 S</u>	Westwood Dr.
Iss	ued by: 219			47403
str	BMC 6.04.110 Carts, containers and other articles to be picked up seet more than twenty-four hours prior to the time when such solid w removed from the street or sidewalk on the same day as the collection	aste,	recycling or yard waste	
NO	☐ Fine Due: \$15.00 ☐ Warning (No fine OTE: Immediate compliance required in order to avoid additional violations/fines		,	Ticket#04.100(c).
pre	BMC 6.06.020 It is unlawful for any person to throw, place, or scatterises, street, alley, either public or private, or to suffer or permit are the premises owned, occupied or controlled by such person either ways.	ıy ga	rbage, recyclable mater	ials or yard waste to be placed or deposited
	Fine Due: \$\Bigcup\$50 \$\Bigcup\$100 \$\Bigcup\$			
or	BMC 6.06.050 It is unlawful for the owner of any lot or tract of gronoxious plants beyond the height of 8 inches or to such extent that the Fine Due: \$\Bigsim\$\$50 \$\Bigsim\$	he gi fine	owth is detrimental to t due at this time)	he public health and constitutes a nuisance. Ticket# 50770
Co	mments: Remove all scattered arx	\ 7	accumula	ited trash and
CO	debris. Mow the grass			HON TOOL OIN
	GODITO. THOW THE GLOSS	·····	e cone.	
1.	Fine must be paid within 2 weeks from date of issuance of the Notice of Department for further enforcement action. This NOV must be returned above. Please make check/money order payable to "The City of Blook Circuit Courts.	with	payment, You may pay in	person or mail payment to the address listed
2.	Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.			
3.	The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.			
4.	This NOV may be appealed to the City's Board of Public Works, provide Department, within seven days of the date of issuance of this NOV.	ed a w	ritten appeal is filed with	the Board, via the City's Public Works
	Owner Name JOHN MILLER		Agent Name	
	Address 740 5 WEST WOOD DR		Address	
	City BLOO MING TON State /N		City	State
	Zip Code 47403		Zip Code	

Mail Copies To: Resident:

Owner:

Agent:



City of Bloomington Housing and Neighborhood Development

NOTICE OF REQUEST FOR ABATEMENT

To: John Miller ("Property Owner")

The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at 740 S Westwood Dr, Bloomington 47403, under parcel number 53-09-01-204-021.000-016 and whose legal description is 017-00590-00 HIGHLAND VILLAGE 12A LOT 499 (Hereinafter the "Property").

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at 5:30 P.M. Tuesday May 24th 2022 via ZOOM meetings and in person in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.

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

Fines are not appealed at this meeting

Fax: (812) 349-3582







Monroe County, IN

740 S Westwood DR, Bloomington, IN 47403-1779 53-09-01-204-021.000-016



Parcel Information

Parcel Number: 53-09-01-204-021.000-016

Alt Parcel Number: 017-00590-00

Property Address: 740 S Westwood DR

Bloomington, IN 47403-1779

Neighborhood: Highland Village - A

Property Class: 1 Family Dwell - Platted Lot

Owner Name: Miller, John A & John A Jr

Owner Address: 740 S Westwood Dr

Bloomington, IN 47403

Legal Description: 017-00590-00 HIGHLAND VILLAGE 12A

LOT 499

Taxing District

Township: VAN BUREN TOWNSHIP

Corporation: MONROE COUNTY COMMUNITY

Land Description

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

0.3

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

This matter is before the Board of Public Works for Abatement of Notice of Violations issued April 19, April 26, and May 4, 2022, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, May 24, 2022.

The Board of Public Works now finds as follows:

- 1. John Miller (Hereinafter the "Owner") owns the real estate located at 740 S Westwood Drive, Bloomington, Indiana under parcel number 53-09-01-204-021.000-016 and whose legal description 017-00590-00 HIGHLAND VILLAGE 12A LOT 499 (Hereinafter the "Property")
- 2. On April 19, April 26, and May 4, 2022, A City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020 and excessive growth in violation of BMC § 6.06.050.
- 3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
- 4. The NOV were not appealed.
- 5. The violation(s) cited in the NOV were not remedied.
- 6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

- 1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, recyclable materials and yard and eliminate overgrown weeds, grass, or noxious plants waste as the foregoing terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
- 2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
- 3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
- 4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT.** The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.
- 5. THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS FROM THE DATE OF THE FIRST NOTICE OF VIOLATION AND EXPIRES ON THE 19th DAY OF APRIL, 2023.

- 6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
- 7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 24th Day of May, 2022.

Kyla Cox Deckard, President Board of Public Works

City of Bloomington

The Board of Public Works meeting was held on Tuesday, May 10, 2022 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with. Beth H. Hollingsworth presiding.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

Present: Beth H. Hollingsworth

Elizabeth Karon

ROLL CALL

City Staff: Adam Wason – Public Works April Rosenberger – Public Works Daniel Dixon -- City Legal Paul Kehrberg – Engineering

Paul Kehrberg – Engineering Mike Stewart -- Engineering

Beth Hollingsworth thanked everyone for all of their hard work.

MESSAGES FROM BOARD MEMBERS

None PETITIONS & REMONSTRANCE

Daniel Dixon, City Legal, presented Resolution 2022-23; Order to Vacate at 400 W. 7th Street. See packet for details.

TITLE VXII ENFORCEMENT Resolution 2022-23; Order to Vacate 400 W. 7th Street

Board Comments: Karon asked if AT&T had been in contact with Legal since the previous day. Dixon answered no. Karon asked if AT&T had responded to the deadline of May 30. Dixon said no. Hollingsworth asked to be kept updated on the timeline.

Karon made a motion to approve Resolution 2022-23; Order to Vacate 400 S. 7th Street. Hollingsworth seconded. Hollingsworth took a roll call vote. Karon voted yes, Hollingsworth voted yes. Motion is passed.

- 1. Approval of Minutes; April 26, 2022
- 2. Resolution 2022-20; Tamarron Block Party
- **3.** Resolution 2022-24; Elm Heights Neighborhood Association; Star Trek Birthday Party
- **4.** Resolution 2022-07; Renew Mobile Vendor in Public Right-of-Way; Doner Kebab
- **5.** Resolution 2022-25; Renew Mobile Vendor in Public Right-of-Way; Big D's BBQ
- **6.** Resolution 2022-26; Renew Push Cart in Public Right-of-Way; Rasta Pops
- 7. Resolution 2022-01; 4th Street Festival

CONSENT AGENDA

- 8. Resolution 2022-21; 4th and Rogers Block Party
- 9. Resolution 2022-22; Taste of Bloomington
- 10. Noise Permit; Twilight at the Trades
- 11. Approval of Payroll

Board Comments: None

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

Paul Kehrberg, Engineering, presented Sidewalk Closure Request from Strauser Construction on E. Atwater Avenue between S. Park Ave. and S. Woodlawn Ave. (May 11, 2022-August 15, 2022). See meeting packet for details.

Board Comments: Wason commented on the coordination with Engineering, Indiana University, and Strauser Construction. Hollingsworth asked about the bus stop. Wason answered that there will not be any issues with public transportation because there are bus stops about a block and a half in either direction from the closure.

Karon made a motion to approve Sidewalk Closure Request from Strauser Construction on E. Atwater Avenue between S. Park Ave. and S. Woodlawn Ave. (May 11, 2022-August 15, 2022). Hollingsworth seconded. Hollingsworth took a roll call vote. Karon voted yes, Hollingsworth voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Street Closure Request from Gilliatte General Contractors on S. Grant St. (May 10, 2022- April 15, 2023) See meeting packet for details.

Board Comments: Hollingsworth asked if the project was the 4th and Grant Box Culvert work. Wason said the official name of the project is the Hidden River Project.

Karon made a motion to approve Street Closure Request from Gilliatte General Contractors on S. Grant St. (May 10, 2022- April 15, 2023). Hollingsworth seconded. Hollingsworth took a roll call vote. Karon voted yes, Hollingsworth voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Full Lane Closure Request from The Standard at Bloomington on N. Walnut from 15th to 17th and W. 17th from Walnut to College (June 06, 2022- August 12, 2022). See meeting packet for details.

Board Comments: Hollingsworth asked if the side-path project had started. Kehrberg said it would be starting the following week.

Karon made a motion to approve Full Lane Closure Request from The Standard at Bloomington on N. Walnut from 15th to 17th and W. 17th from Walnut to College (June 06, 2022- August 12, 2022). Hollingsworth seconded. Hollingsworth took a roll call vote. Karon voted yes, Hollingsworth voted yes. Motion is passed.

NEW BUSINESS

Sidewalk Closure Request from Strauser Construction on E. Atwater Avenue between S. Park Ave. and S. Woodlawn Ave. (May 11, 2022-August 15, 2022)

Street Closure Request from Gilliatte General Contractors on S. Grant St. (May 10, 2022- April 15, 2023)

Full Lane Closure Request from The Standard at Bloomington on N. Walnut from 15th to 17th and W. 17th from Walnut to College (June 06, 2022- August 12, 2022) Paul Kehrberg, Engineering, presented Full Street Closure Request from Messer Construction on N. Park Ave. (May 11, 2022-August 01, 2022).

Board Comments: Hollingsworth asked if this request was extending the current closure. Kehrberg confirmed.

Karon made a motion to approve Full Street Closure Request from Messer Construction on N. Park Ave. (May 11, 2022-August 01, 2022). Hollingsworth seconded. Hollingsworth took a roll call vote. Karon voted yes, Hollingsworth voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Street, Lane, and Alley Closure Request from Miller Pipeline on S. Woodlawn (May 11, 2022- August 01, 2022). See meeting packet for details.

Board Comments: Hollingsworth asked if this was a replacement project. Kehrberg confirmed. Hollingsworth asked to confirm that there would be no active gas lines. Kehrberg confirmed. Karon asked if there would be interference between this project and the sidewalk closure with Strauser. Kehrberg answered no, that it may make things go a little smoother.

Karon made a motion to approve Street, Lane, and Alley Closure Request from Miller Pipeline on S. Woodlawn (May 11, 2022- August 01, 2022). Hollingsworth seconded. Hollingsworth took a roll call vote. Karon voted yes, Hollingsworth voted yes. Motion is passed.

Mike Stewart, Engineering, presented Right-of-Way and Lane Closure Request from Lineal Contracting on N. Kinser Pike (approximately 2.5 months). See meeting packet for details.

Board Comments: Hollingsworth expressed her concern because this is a very narrow and busy road. She asked if there would be an arrow board used during the time the bucket truck is out. Stewart answered that flagging is more appropriate because they don't want travelers to think they need to get over immediately. Hollingsworth asked if S. Smith Road and Moores Pike would be included. Stewart confirmed that it is included, but the majority of that area is county.

Public Comment: Sam Dove wanted to comment on work on Old 37, which is a county project, but was unable to be heard. Wason asked that he email Public Works so his comments could be addressed.

Karon made a motion to approve Right-of-Way and Lane Closure Request from Lineal Contracting on N. Kinser Pike (approximately 2.5 months). Hollingsworth seconded. Hollingsworth took a roll call vote. Karon voted yes, Hollingsworth voted yes. Motion is passed.

Wason addressed 4th Street Festival organizers who posed questions. He said that all of the questions would be answered via email. He added that summer construction season is busy and will get busier throughout the summer. We have both public and private construction activities that impact on the roads, so be aware of the construction and road workers.

Karon made a motion to approve claims in the amount of \$936,667.87. Hollingsworth seconded. Hollingsworth took a roll call vote. Karon voted yes, Hollingsworth voted yes. Motion is passed.

Full Street Closure Request from Messer Construction on N. Park Ave.

(May 11, 2022-August 01, 2022)

Street, Lane, and Alley Closure Request from Miller Pipeline on S. Woodlawn (May 11, 2022- August 01, 2022)

Right-of-Way and Lane Closure Request from Lineal Contracting on N. Kinser Pike (approximately 2.5 months)

STAFF REPORTS AND OTHER BUSINESS

CLAIMS

Hollingsworth calle	d for adjournment at 6:08 p.m.	<u>ADJOURNMENT</u>
Accepted By:		
Kyla Cox Deckard, P	resident	
Beth H. Hollingswor	th, Vice-President	
Elizabeth Karon, Sec	retary	
Date:	Attest to:	



Board of Public Works Staff Report

Project/Event: Update on Ivy Chase Subdivision Phase 1

Staff Representative: Emily Herr

Petitioner/Representative: William Riggert, Bledsoe Riggert Cooper James

Date: 05/24/2022

Report: The Board approved a letter of credit for the Ivy Chase Phase 1 Subdivision on 04/27/2021 to cover public improvements shown on the secondary plat. Since that time, the petitioner received Plan Commission approval to vacate part of the secondary plat in order to subdivide the property into 33 single family lots and 4 common area lots (DP-08-22). The Unified Development Ordinance has changed significantly since the first phase was platted in 2007 and would not allow for the previously approved subdivision layout to be approved under current standards. It was found necessary to vacate the plat in order to allow for the property to be subdivided according to current regulations. No grading or building permits were issued for any work on the site and no infrastructure was installed.

The portion of the plat which was not vacated includes existing right-of-way on Walnut Street Pike. Staff received the recorded plat vacation instrument and will therefore release the public improvements bond that ties to the vacated secondary plat.

The new approved primary plat shows two internal public roads with 61' of right-of-way and one roads connects to Walnut Street Pike. As part of this approval, a new 10' wide multi-use path and minimum 6' tree plot will be installed along the entire property frontage. No phasing is expected with the plat.

When the secondary plat is submitted for approval, a new public improvements bond will be brought to the Board for approval.



2022007012 MIS \$25.00 05/09/2022 10:57:01A 1 PGS Eric Schmitz Monroe County Recorder IN Recorded as Presented

City of Bloomington Planning and Transportation Department

April 27, 2022

MONROE COUNTY RECORDER MONROE COUNTY AUDITOR MONROE COUNTY COURTHOUSE BLOOMINGTON, IN 47401

Re:

Plat Vacation for Ivy Chase Subdivision, Phase 1

Plan Commission case #DP-08-22

At the April 11, 2022 City of Bloomington Plan Commission hearing, the Plan Commission approved case #DP-08-22 to vacate the plat recorded on April 2, 2008 under Instrument Number 2008005465 titled "Ivy Chase Subdivision Phase 1 Final Plat". However, the Plan Commission approval did **not** approve the vacation of right-of-way for Walnut Street Pike.

This letter is to serve as authorization to vacate the plat titled "Ivy Chase Subdivision Phase 1 Final Plat" for the properties platted east of Walnut Street Pike.

If you have any questions please feel free to contact us at (812) 349-3423.

Brad Wisler

Plan Commission President

Ethan D. Fernhaber

Walnut Pike Development, LLC

3039 N. Post Road #1200 Indianapolis, IN 46226

This instrument was prepared by

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Name U

Cc: Eric Greulich, Senior Zoning Planner

BOARD OF PUBLIC WORKS RESOLUTION 2021-65

Encroachment with 6th Street North, LLC

WHEREAS, 6th Street North, LLC (hereinafter "Owner") owns the real property at 102 W 6th Street, which real estate is more particularly described in a deed recorded as Instrument No. 2020021390, in the Office of the Recorder of Monroe County (hereinafter "Property"); and

WHEREAS, the sign on the Real Estate will be erected under a Certificate of Zoning Compliance (CZC) #C21-596; and

WHEREAS, the sign on the Real Estate received a Certificate of Appropriateness (COA) from the Historic Preservation Commission #21-72; and

WHEREAS, Owner installed the following types of encroachments over and upon the public right of way adjacent to its Property: self-supporting fabric awning; and

WHEREAS, the City neither desires nor intends to vacate this right of way; and

WHEREAS, the locations of the structures were approved by the Engineering Department and will not interfere with pedestrian traffic or the vehicular line of sight along the roadway; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks;

NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachment into the described right of way provided that:

- Owner agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Owner shall be responsible for timely performance of maintenance and shall bear all expense regarding such maintenance.
- 2. The encroachments shall not deviate from the design which is depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.
- 3. The encroachments shall not cause noncompliance with the current Americans with Disabilities Act (ADA) and Public Rights-of-Way Accessibility Guidelines (PROWAG).
- 4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.
- 5. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.
- 6. The terms of this Resolution shall be in effect upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner and acknowledgement by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachments are undesirable in terms of the general welfare of the City; and (c) the return of an executed and notarized copy of the Resolution to the Engineering Department, which will then be recorded in the Monroe County Recorder's Office and must include the Monroe County Recorder's file information.
- 7. Owner understands and agrees that if the City or a public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or a utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by the City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
- 8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials

- or other installations, included within the encroachments upon notification by the City, without compensation by the City.
- 9. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
- 10. In consideration for the use of the property, pursuant to this Resolution, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the "Owner Parties") hereby acknowledges and agrees to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this Resolution is intended to be as broad as permitted by law, subject to the terms and conditions hereof, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.
- 11. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Owner expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
- 12. Daniel J. Oh, as President of 6th Street North, LLC, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

IN WITNESS	WHEREOF,	the Board of Public Works has executed this Resolution	2021-
65 this	day of	, 2022.	

CITY OF BLOOMINGTON

6th Street North, LLC

By: Daniel J. Oh, President
Date:
or said County and State, personally ngsworth, and Elizabeth Karon, of the City of cknowledged the execution of the foregoing
day of,
Notary Public Signature Printed Name
i iiitou Ivaiiio

STATE OF)	
) SS:	
COUNTY OF)	
•	for said County and State, personally Street North, LLC, who acknowledged the
WITNESS, my hand and notarial seal this 20	day of,
Resident of County	
	Notary Public Signature
My Commission #:	
	Printed Name
My Commission expires:	<u></u>

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Jacquelyn F. Moore

This instrument was prepared by Jacquelyn F. Moore, Attorney at Law City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2022-27

Petitioner/Representative: Julia Tobin, Owner of Bloomingbowls, LLC

Staff Representative: Susan Coates

Meeting Date: May 24, 2022

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

The business will operate from a food truck selling acai bowls containing fresh fruit and other super foods.

This application is for one year.

Staff is supportive of the request.

Susan Coates

Blooming Bowls Date: 2022.



MOBILE VENDOR LICENSE APPLICATION

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

1. License	Length and	l Fee Appli	cation				
Length of License:	24 Hours	☐ 3 Days	☐ 7 Days		3 Months	☐ 6 Months	1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350
2. Applican	t Informat	ion					
Name:	Tin	lic II	Tobin				
Title/Position:	-	ner.	IODCAL				
Date of Birth:		2-108					
Address:			3/11 M	Mond	Blva		
City, State, Zi	p: Bloc	minate	on IN	Horry			
E-Mail Address	s: Julie	entobi	V) QAN	nail 1 Co Mobile	\mathcal{M}		
Phone Numbe	r: O		7.	Mobile	Phone: 81	2-345-	-3399
3. Indiana	Contact Inf	formation	(For non-r	esidents or			
If applicant is	not a residen	t of Indiana,	they must de	esignate a res	ident to serve	as a contact.	
Name:				U 22 AN			
Address:					*		
City, State, Zip	o:						
E-Mail Address	s:						
Phone Numbe	r:			Mobile	Phone:		

4. Company Info	rmation				
Name of Employer:	Bloomi	no Pina	IS, LIC	Laurente la Depular y Day (de 1921 El Barell d	
Address of Employer:	Bloom 1 4307 E	FU M	allocu	Blvd	
City, State, Zip:	Bloomin	notion.	Til	47401	
Employment Start Date:		8	End Date (If	known):	·
Phone Number:	812-31	45 - 33	99		
Website / Email:	Bioomir	Mbowls	. com f	Bloomin	1900W/S@gmail.
Company is a:	Limited Liability Corporation (LLC)	Corporation	1	Sole Proprietor	Other: Com
5. Company Offic Provide the names an with controlling interes Name	nd addresses of	all principal of	ficers, partne	rs, trustees, o	wners or other persons
Julia H.T	CP (N		4307 G	E. Bill M Lington F	allony Bwd IV 47401
6. Company Inco Date of incorporation or organization: State of incorporation or organization:	<u> </u>		For Corpora 2020		LLCs Only)

7. Description of pro	oduct or service to be so	ld and any equipment to be used					
Acai bowis containing fresh fruit & other							
Acai bowls containing firesh fruit & other Superfoods such as goji berries (see operation: 7am - 2am Sunday thru Sat.							
Planned hours of operation:	7am-Zam	Sunday thru Sat.					
Place or places where you will conduct business (If private property, attach written permission from property owner):		•					
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach						
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes 🗌	No S					
(If Yes) Provide details							

Y.

	8. Yo	u are required to secure, attach, and submit the following:
V	M	A copy of the registration for the vehicle
V	M	Copy of a valid driver's license
V		Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
V		Proof of an independent safety inspection of all vehicles to be used in the business
ges		Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
V		Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
	X	A copy of the business's registration with the Indiana Secretary of State.
~		A copy of the Employer Identification Number (EIN)
V	X	A signed copy of the Prohibited Location Agreement
1	V	A signed copy of the Standards of Conduct Agreement
		Fire inspection (if required) \mathcal{N}/\mathcal{H}
L		Picture of truck or trailer
land mention and the second second		Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloom	ington Use Only		
Date Received: 5/12/22	Received By:	Date Approved:	Approved By:
5/12/22	DWalls		

Special Event Consent (N/A)

5/1/22, 8:29 AM



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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS A	GE I ISS	UE DATE	DUD (\					,r0191k	CATION		
	55 11	/06/202			COUNTY - MONROE		TP PLYR			WEIGHT PRYR	LS TYPE	PRIOR YR PL BBACAI
11/14/2	2022		MUNICIF Bloomi	PALITY	VEHICLE Y	'EAR	R 21 MAKE UNK	MODEL UNK	" PL	20 DENTIFICATION NUM	N PL_	E COLOR
CURRENT YEAR TAX			X CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 12.00		VHEEL/EX TA	X MUN. WE	LEEL/EX TAX 0.00	THE RESERVE OF THE PARTY OF THE	ADMIN FEE	
PRIOR YEAR TAX	VEH EX 0.0		X CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	Unit Sucreement	VHEEL/EX TA	X MUN. WI		29.35 STATE REG FEE 0.00	WIFEE	TOTAL 0.00
					RE		RATION LICE! SONALIZE					

JULIA HOPE TOBIN 4307 E BILL MALLORY BLVD BLOOMINGTON, IN 47401-8635

C AJ

IMPORTANT REGISTRATION INFORMATION

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

Peter L. Lacy, Commissioner Bureau of Motor Vehicles 100 North Senate Avenue Indianapolis, Indiana 46204

Certification of Driver's Record

For:

JULIA HOPE TOBIN DOB: 01/12/1968

STATUS: VALID as of 05/02/2022 NUMBER of DOCUMENTS: 1

I, Rebekah Erwin, Director of Driver Records of the Indiana Bureau of Motor Vehicles and custodian of its records, hereby attest that the attached is a true and complete copy of the record, as requested, and as it appears in the files of the Indiana Bureau of Motor Vehicles.

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 2nd of May, 2022.

Rebekah Erwin, Director of Driver Records



STATE OF INDIANA Eric J. Holcomb, Governor

BUREAU OF MOTOR VEHICLES

100 North Senate Avenue Indianapolis, Indiana 46204

Telephone: (888) 692-6841

Peter L. Lacy, Commissioner

Indiana Official Driver Record

As of 05/02/2022 8:10 am

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

JULIA HOPE TOBIN

4307 E BILL MALLORY BLVD BLOOMINGTON, IN 47401-8635 License number:

0090-31-7390

License type: License expires:

DRIVERS W/ MC

License status:

01/12/2024 **VALID**

0

SR22:

Not needed

Birth date: 01/12/1968

Gender:

FEMALE

Current points:

Social Security #:

Physical Description: Height: 5'7" Weight: 190lbs Hair color: BLOND Eye color: BLUE Donor: T

Endorsements:

MOTORCYCLE

Pending Endorsements:

None

Restrictions:

None

Pending Restrictions:

None

Suspension Information -- (* indicates active suspensions)

-- (** indicates closed/expired active suspensions stayed)

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

DOB: 01/12/1968 0090-31-7390 **JULIA HOPE TOBIN Driver number:**

Convictions (* indicates active points)										
Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat		
		20001ption					***	***		
08/07/1997	0	SEAT BELT VIOLATION	05/20/1997	MONROE CIRCUIT #6 / 53C069706IF03222			No	No		

)	Effective Date	Street Address	City	State	ZIP Code
 15	11/02/2013	4307 E BILL MALLORY BLVD	BLOOMINGTON	IN	47401-8635
14	06/01/2011	4307 E BILL MALLORY BLVD	BLOOMINGTON	IN	47401-8635
13	10/28/2009	4307 E. BILL MALLORY BOULEVARD	BLOOMINGTON	IN	47401-7431
12	09/03/2009	4307 E. BILL MALLOR BOULEVARD	BLOOMINGTON	IN	47401-7431
11	04/07/2004	54 HICKORY HEIGHTS DR	BEDFORD	IN	47421
10	04/07/2004	54 HICKORY HEIGHTS DR	BEDFORD	IN	47421-7431
9	10/01/2001	54 HICKORY HEIGHTS DR	BEDFORD	IN	47421
8	10/01/2001	54 HICLORY HEIGHTS DR	BEDFORD	IN	47421
7	03/13/2000	RR 9 BOX 444	BEDFORD	IN	47421
6	03/13/2000	RR 9 BOX 444	BEDFORD	IN	47421
5	01/20/1998	RT 9 BOX 444	BEDFORD	IN	47421
4	01/20/1998	RT 9 BOX 444	BEDFORD	IN	47421
3	09/26/1996	RT 11 BOX 767	BEDFORD	IN	47421
2	09/26/1996	RT 11 BOX 767	BEDFORD	IN	47421

ID	Effective Date	Address	City	State	ZIP Code
15	11/02/2013	4307 E BILL MALLORY BLVD	BLOOMINGTON	IN	47401-8635
14	06/01/2011	4307 E BILL MALLORY BLVD	BLOOMINGTON	IN	47401-8635
10	04/07/2004	54 HICKORY HEIGHTS DR	BEDFORD	IN	47421-7431

Driver number: 0090-31-7390 JULIA HOPE TOBIN DOB: 01/12/1968

Credential Issuance

Interim Credential Issue Date: 9/22/2017, Expiration Date: 10/22/2017, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 11013074

Issue Date: 09/22/2017, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L,

Restrictions: None, Expiration Date: 01/12/2024

Interim Credential Issue Date: 9/25/2012, Expiration Date: 10/25/2012, Reason: AMEND DL W/O CARD, IN-STATE,

Control #: 3537831

Issue Date: 09/25/2012, Amend License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L,

Restrictions: None, Expiration Date: 09/22/2017

Issue Date: 09/07/2011, Issue Motorcycle Learner, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None,

Restrictions: None, Expiration Date: 09/30/2012

Issue Date: 06/01/2011, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:

09/22/2017

Issue Date: 04/07/2004, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:

01/12/2006

Issue Date: 10/01/2001, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/12/2006

Issue Date: 03/13/2000, Amend License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/12/2002

Issue Date: 01/20/1998, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/12/2002

Issue Date: 09/26/1996, Amend License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/31/1998

Issue Date: 02/09/2006, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:

01/12/2012

Remarks

No Remarks were found.

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING	SINSPECTION POMP	; tire	
INSPECTOR'S NAME		INSPECTOR'S PHONE # 8	12-336-630)
DATE OF INSPECTION_S	-13-22		
TAXICAB COMPANY BL	DONING BOWLS		
VEHICLE YEAR 66	MAKE Shasta	MODEL	
VIN V 17375	- 100		
	PASS FAIL	COMMENTS	
LIGHTS (Front & Rear)	<u></u>		
FLASHERS	4		
REFLECTORS	<u> </u>		
HORN		<u> NA </u>	
WINDSHIELD WIPERS		<u> </u>	
MIRRORS		<u>AA</u>	
SEATBELTS		<u> </u>	
BUMPER HEIGHT			
ALL WINDOWS			
MUFFLER		<u> </u>	
TIRES	<u> </u>		Section for the second of
BRAKES		<u> 70</u>	
DOORS	<u> </u>		<u> </u>
GENERAL CONDITION OF VEHICLE	<u> </u>		· .

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

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

Additional Comments by Insp			
			Services Control of the Control of t
	[Mall		
nspector Signature			

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

City of Bloomington

Department of Economic and Sustainable Development

401 N. Morton St.

Bloomington, Indiana 47404

812-349-3419



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/02/2022

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

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

the terms and conditions of the policy certificate holder in lieu of such endor	sement	s).					
PRODUCER			CONTACT NAME:	David E	arber		
David Barber Insurance Inc 7202 N Shadeland Ave Suite 203			PHONE [ACC, No, Ext): 317-570-7075 FAX (A/C, No): 317-845-9434				
			E-MAII		rber3@ama		
Indianapolis, In. 46250						RDING COVERAGE	NAIC#
		•	INSURER		ernon Fire Ins		
INSURED	***************************************		INSURER	0-1	o Insurance		
Bloomingbowls LLC			INSURER				
4307 E Bill Mallory Blvd			INSURER				
Bloomington IN 47401							
			INSURER				
COVERAGES CER	TIFICA	TE NUMBER:	INSURER	r:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE	OF INS	URANCE LISTED BELOW HA	OF ANY	CONTRACT	THE INSURE	D NAMED ABOVE FOR THE P	O WILL THIS
CERTIFICATE MAY BE ISSUED OR MAY	PERTAIL	I. THE INSURANCE AFFORD	IFD RY TI	HE POLICIE	S DESCRIBER	THEREIN IS SHIP IECT TO AL	L THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH NSR TYPE OF INSURANCE	ADDLISU			DUCED BY			
	INSD W	D POLICY NUMBER	(8)	MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	
A X COMMERCIAL GENERAL LIABILITY		CP2644020				EACH OCCURRENCE \$ 1	,000,000
CLAIMS-MADE X OCCUR		GP2644020				DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,000
X Primary						MED EXP (Any one person) \$ 5	,000
			0	04/01/22	04/01/23	PERSONAL & ADV INJURY S 1	,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2	,000,000
POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ 1	,000,000
OTHER:					ĺ	S	
B AUTOMOBILE LIABILITY		K3467038				COMBINED SINGLE LIMIT (Ea accident)	
ANY AUTO		110407030				BODILY INJURY (Per person)	\$100,000
ALL OWNED X SCHEDULED AUTOS	.		1	0/15/2021	10/15/2022	BODILY INJURY (Per accident) \$	300,000
HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) S	100,000
			.		Í	S S	
X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE \$	
X EXCESS LIAB CLAIMS-MAD						AGGREGATE S	
DED RETENTIONS					ļ	s	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH-	
ANY PROPRIETOR/PARTNER/EYECUTIVE T/N					f		
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				ŀ	E.L. EACH ACCIDENT S	
If yes, describe under DESCRIPTION OF OPERATIONS below					ŀ	E.L. DISEASE - EA EMPLOYEE \$	-
						E.L. DISEASE - POLICY LIMIT \$	·
					1		
					I		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	ES (ACO	I 101 Additional Pamarks School	ula mau ha n			1	
The state of the s	LEG (ACC	to 101, Additional Remarks Schedu	ile, may be a	ittached if mor	e space is require	ed)	
CERTIFICATE HOLDER			CANCE	LLATION	***************************************		
City of Bloomington							
401 N. Morton Street			SHOUL	D ANY OF T	HE ABOVE DE	ESCRIBED POLICIES BE CANCI	LLED BEFORE
Bloomington, IN 47404			ACCOR	EXPIRATION RDANCE WIT	DATE THE	REOF, NOTICE WILL BE I	DELIVERED IN
					IIILI OLIO	i i Koviojona,	
			AUTHORIZ	ED REPRESE	TATIVE		
						id & Bow	١
			D	D	1 1 .	_\\\	1

John Hamilton

MayorCITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

P.O. Box 100

Bloomington, Indiana 47402

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Name Printed

Sionature

Date Release Signed

BUSINESS INFORMATION

HOLLI SULLIVAN INDIANA SECRETARY OF STATE 05/12/2022 07:57 AM

Business Details

Business Name: BLOOMINGBOWLS, LLC

Business ID: 202002261376561

Entity Type: Domestic Limited Liability Company

Business Status: Active

Creation Date: 02/26/2020

Inactive Date:

Principal Office Address:

4307 E. Bill Mallory Blvd, Bloomington, IN,

Expiration Date: Perpetual

47401, USA

02/29/2024

Jurisdiction of Formation: Indiana

Business Entity Report Due Date:

Years Due:

Governing Person Information

Title

Name

Address

Member

Julia Hope Tobin

4307 E. Bill Mallory Blvd, Bloomington, IN, 47401, USA

Registered Agent Information

Type: Individual Name: Julia H Tobin

Address: 4307 E. Bill Mallory Blvd, Bloomington, IN, 47401, USA

BLOOMINGBOWLS LLC JULIA H TOBIN SOLE MBR 4307 E BILL MALLORY BLVD BLOOMINGTON, IN 47401 Date of this notice: 02-26-2020

Employer Identification Number: 84-4875986

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-4875986. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 940 Form 944 01/31/2021 01/31/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

John Hamilton

Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

P.O. Box 100

f. 812.349.3520

Bloomington, Indiana 47402

Prohibited Location Agreement

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

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

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

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

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

Vendor:
Name: Julia H. Tobin
Signature: Suliatt Soli-
Date: 5/1/22

John Hamilton

MayorCITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

P.O. Box 100

Bloomington, Indiana 47402

f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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

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

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

Vendor:
Name: Julia H. Tobin
Signature: Allia Hole
Date: 5/1/22



Mobile Food Service Establishment License

Monroe County Health Department Bloomington, IN 47404-3989 812-349-2542



BLOOMINGBOWLS JULIA TOBIN 2361 W. RAPPEL AVENUE BLOOMINGTON, IN 47404 2022

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

Issued

JAN 26 2022

Thomas W May pro

PERMIT EXPIRES FEBRUARY 28, 2023

This License Is Not Transferable to Any Other Individual or Location



REGISTERED RETAIL MERCHANT CERTIFICATE

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

BLOOMINGBOWLS LLC 101 N MORTON ST LOOMINGTON IN 47404-3729

AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX AT THE

FEIN

84-4875986

LOC ID

0168736110-001

ISSUED

March 02, 2022

EXPIRES

March 31, 2024

THIS LICENSE:

IS NOT TRANSFERRABLE TO ANY OTHER

IS NOT SUBJECT TO REBATE.

IS VOID IF ALTERED.

OMINGBOWLS LLC E BILL MALLORY BLVD OMINGTON IN 47401-8635

med denne.

COMMISSIONER

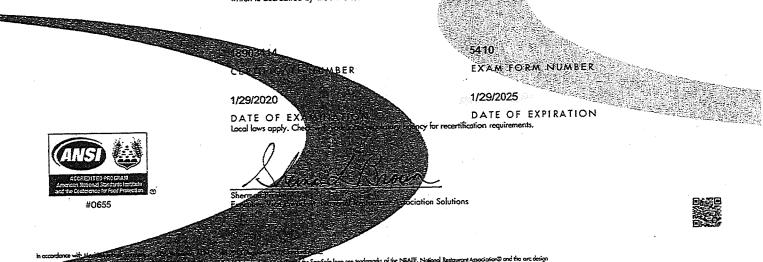
MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN



ServSafe® **CERTIFICATION**

JULIA TOBIN

for successfully completing the standards set forth for the ServSale® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).



Contact us with openions at 233 S. Wocker Drive, Suite 3600, Chicago, IL 60606-6383 or ServScheller

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2022-27

Mobile Vendor in Public Right of Way Bloomingbowls, LLC

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

WHEREAS, Bloomingbowls, LLC ("Vendor"), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

- 1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on May 24, 2022 and ending on May 23, 2023.
- 2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.
- 3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor's operation on City property.
 - c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
 - d. Vendor shall remove his business from a public parking space within a reasonable time, no more

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

ADODTED THIS 24th DAY OF MAY 2022

- 9) Fourth of July Parade; and
- 10) Any other special events approved by the City Controller.

ADOFTED THIS 24 DAT OF	MIA 1, 2022.	•					
BOARD OF PUBLIC WORKS	:						
Kyla Cox Deckard, President	-						
Beth H. Hollingsworth, Vice-Pres	sident						
Elizabeth Karon, Secretary	_						
ALL TERMS AND CONDITIONS COAGREED TO BY VENDOR:	ONTAINED	IN THIS	RESOLUTION	2022-27	ARE	ACCEPTABLE	AND
		Date:					
Julia H. Tobin , Owner							
Bloomingbowls, LLC							



Board of Public Works Staff Report

Project/Event: Push Cart in Right of Way – Resolution 2022-29

Petitioner/Representative: Jordan A. Davis, Penguin Enterprises, LLC dba The Chocolate Moose

Staff Representative: Susan Coates

Meeting Date: May 24, 2022

Jordan A. Davis, Operations Director of Penguin Enterprises, LLC dba The Chocolate Moose, has applied to renew their pushcart license to operate in the right of way. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a pushcart selling ice cream.

This application is for 1 YEAR.

Staff is supportive of the request.

Susan Coates

Chorolate Moose.



PUSHCART LICENSE APPLICATION

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

							1
1. License	Length and	fee App	lication				
Length of License:	☐ 24 Hours	☐ 3 Days	☐ 7 Days	☐ 30 Days	☐ 3 Months	☐ 6 Months	1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350
2. Applican	it Informat	tion					
Name:	Jord	cm A. I)anis				
Title/Position:	Direc	tor of	Operation	15 . Apt 10. 8 			
Date of Birth:	01-3	2-90	1				
Address:	104	E. Kirku	vocal Ave	. Apt 10.	2		
City, State, Zi	ip: Bloom	minaton	IN 4740	8			
E-Mail Addres	is: ida	vis en	nooseblou	M.com			
Phone Number	er: U	×		Mobile	Phone: 3	17-439-3	3903
3. Indiana	Contact In	formation	(For non-	residents o	nly)		
If applicant is	not a reside	nt of Indiana	a, they must o	lesignate a res	sident to serve	as a contact	for the city.
Name:							
Address:							
City, State, Zi	p:						
E-Mail Addres	ss:						
Phone Number	er:			Mobile	Phone:		

Received in ESD MAY 12 2022



4. Company Inform	mation				
Name of Employer:		Leave	11. The	Chanalas	te Moose
Address of			ana me	Cris co iex	E 111005C
Employer:	P.O. 130	× 1085			
City, State, Zip:	Blooming	aton, IN			
Employment Start Date:	\$101/14	9	End Date (If I	(nown):	NIA
Phone Number:	317-439	-3903			
Website / Email:	mooset	town. co	m		
Company is a:	Limited Liability Corporation (LLC)	Corporation	Partnership	Sole Proprietor	Other:
	d addresses of	all principal o	fficers, partner	s, trustees, o	owners or other persons
with controlling interes	sts in the comp	any.	Address		
Justin Lovele Adam Este Warren Cuts	655 Ball		812-3	70- 778	39
6. Company Incor	poration In	formation (For Corpora	tions and	LLC's Only)
Date of incorporation or organization:	2012	6			
State of incorporation or organization:	110				
(If Not Indiana) Date qualified to transact business in state of	2012	-			

Received in ESD MAY 12 2022

7. Description of product or service to be sold and any equipment to be used						
Pre pack	caged 12 pixts					
Planned hours of operation:	Fordays 11-9, other	reverts				
Place or places where you will conduct business (If private property, attach written permission from property owner):	Firdays 11-9, other FTF, ILMI wood, Eve	AS				
Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach					
Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?	Yes 🗆	No				
(If Yes) Provide details						

8. Yo	u are required to secure, attach, and submit the following:
	Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code: • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
J.	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
W.	A copy of your business's registration with the Indiana Secretary of State.
1	A copy of your Employer ID number 45-5010807
Ø,	A signed copy of the Prohibited Location Agreement
V	A signed copy of the Standards of Conduct Agreement
	Fire inspection (if required) N κ
	Picture of pushcart
	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only						
Date Received: 5/12/22	Received By:	Date Approved:	Approved By:			

3/12/22 empiled Jordan re: missing Doca 3/13/12 - received COI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/10/2022

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

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

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
PROI	DUCER				CONTACT Anna Babbs					
First	Insurance Group				PHONE (812) 331-3230 FAX (A/C, No):					
1405 N. College Avenue				E-MAIL ADDRESS: annab@figprotects.com						
					INSURER(S) AFFORDING COVERAGE NAIC #				NAIC#	
Bloc	mington			IN 47404	INSURE	INSURER A : Society Insurance Company 15261				15261
INSU	RED				INSURER B: Accident Fund Ins Co of America 10166				10166	
	Penguin Enterprises LLC DBA	The Cl	nocola	te Moose DBA Gravy Train	INSURE					
	PO Box 1685			•	INSURE					
	,				INSURE			<u> </u>		
	Bloomington			IN 47402	INSURE					
201		TIEIC	ATE	NUMBER: CL225101278	*	RF.		REVISION NUMBER:		
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	CLUSIONS AND CONDITIONS OF SUCH PO		S. LIM ISUBR		1 KEDUC	ED BY PAID G	_AIMS. POLICY EXP			
INSR LTR	TYPE OF INSURANCE		WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT		0.000
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,00	
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$ 100,	
		1						MED EXP (Any one person)	\$ 5,00	,,
Α				BP17011011		05/03/2022	05/03/2023	PERSONAL & ADV INJURY	Ψ	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	Ψ	0,000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,00	0,000,0
	OTHER:					[Employee Benefits	\$ 1,00	0,000
	AUTOMOBILE LIABILITY		 					COMBINED SINGLE LIMIT (Ea accident)	\$	
	X ANY AUTO							BODILY INJURY (Per person)	\$ 1,00	0,000
Α	OWNED SCHEDULED			CA17011012		05/03/2022	05/03/2023	BODILY INJURY (Per accident)	\$	
	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY							Uninsured motorist BI	\$ 1,00	0,000
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AND EMPLOYERS' LIABILITY Y/N									s 1,00	20 000
В	ANY PROPRIETOR/PARTNER/EXECUTIVE Y	N/A		WCV 6143882	05/03/2022	05/03/2022	05/03/2023	E.L. EACH ACCIDENT	\$ 1,00	
	(Mandatory in NH) If yes, describe under	'						E.L. DISEASE - EA EMPLOYEE	\$ 1,00	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,00	
			•							
			<u> </u>		****	<u> </u>				
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICI						pace is required)			
City	of Bloomington is Additional Insured with r	egard	to Gei	neral Liability when required t	oy writte	n contract.				
						i				
					-					
CERTIFICATE HOLDER CANCELLATION										
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE					D BEFORE					
								F, NOTICE WILL BE DELIVER Y PROVISIONS.	ED IN	
	City of Bloomington				ACC	OUDWING MI	III THE FULIO	, i MONIGIONO,		
	401 N. Morton St.				AUTHO	RIZED REPRESE	NTATIVE			
								$\alpha \wedge (1)$		
	Bloomington			IN 47404			Dell	rea Bally		



DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

p 812.349.3418 f 812.349.3520

PO Box 100
Bloomington IN 47402

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Name Printed

Signature

Date Release Signed



REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue Government Center North Indianapolis, Indiana 46204 (317) 233–4015 CONTROL NUMBER 2000168774624

CHOCOLATE MOOSE THE 405 S WALNUT ST BLOOMINGTON, IN 47401-4613

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

000550

- 1887 | 1878 | 1879 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 | 1887 |

PENGUIN ENTERPRISES LLC PO BOX 1685 BLOOMINGTON, IN 47402-1685 TID: 0143693786

LOC: 001

FID: 45-5010807/0

ISSUED: 04/01/2020 EXPIRES: 04/30/2022

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

Robert & Gennes Jr.

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

9383 9383

Mobile Food Service Establishment License

Monroe County Health Department Bloomington, IN 47404-3989 812-349-2542



Issued

CHOCOLATE MOOSE - CART # 1 PENGUIN ENTERPRISES, LLC 405 S. WALNUT STREET BLOOMINGTON, IN 47401 2022

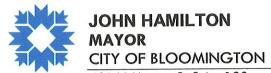
Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.

FEB 0 7 2022

By Thomas W Sharpero

PERMIT EXPIRES FEBRUARY 28, 2023

This License Is Not Transferable to Any Other Individual or Location



DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

p 812.349.3418 f 812.349.3520

401 N Morton St Suite 130 PO Box 100 Bloomington IN 47402

Prohibited Location Agreement

Bloomington Municipal Code Section 4.30.130 prohibits Pushcarts from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

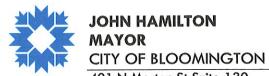
As a licensed Pushcart, I understand and agree that I cannot and will not operate my pushcart unit in a manner that would violate any of the below-listed location restrictions:

- € No pushcart shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works
- € No pushcart serving food or beverages shall operate within fifty feet of any façade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the pushcart is currently conducting business. The distance restriction only applies from an hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building
- € No pushcart shall locate in a street, street median strip or alleyway
- Pushcarts shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows
- No pushcart shall locate within a one block radius of a Special Event unless prior approval
 has been granted by either the operator of the Special Event or the City's Board of Public
 Works
- € No pushcart shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public
- € No pushcart shall be located within fifteen feet of any fire hydrant
- € No pushcart shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional
- € Pushcarts shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the pushcart to locate on said property
- € No pushcart operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code
- € No pushcart shall park near an intersection and in a manner that blocks the lineof-sight of drivers using adjacent roadways

- € No pushcart shall locate on the B-Line Trail except in the following permitted areas:
 - o Between the north side of Dodds Street and the south side of 2nd Street
 - o Between the north side of 3rd Street and the south side of 4th Street
 - o Between the north side of 6th Street and the south side of Fairview Street

I, the undersigned, understand that if I locate my pushcart in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:
Name: Jordan A. Daris
Signature: And Ca. Their
Date:5/10/22



DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

p 812.349.3418 f 812.349.3520

401 N Morton St Suite 130 PO Box 100 Bloomington IN 47402

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.30.150 provides Standards of Conduct for all Pushcarts. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

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

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

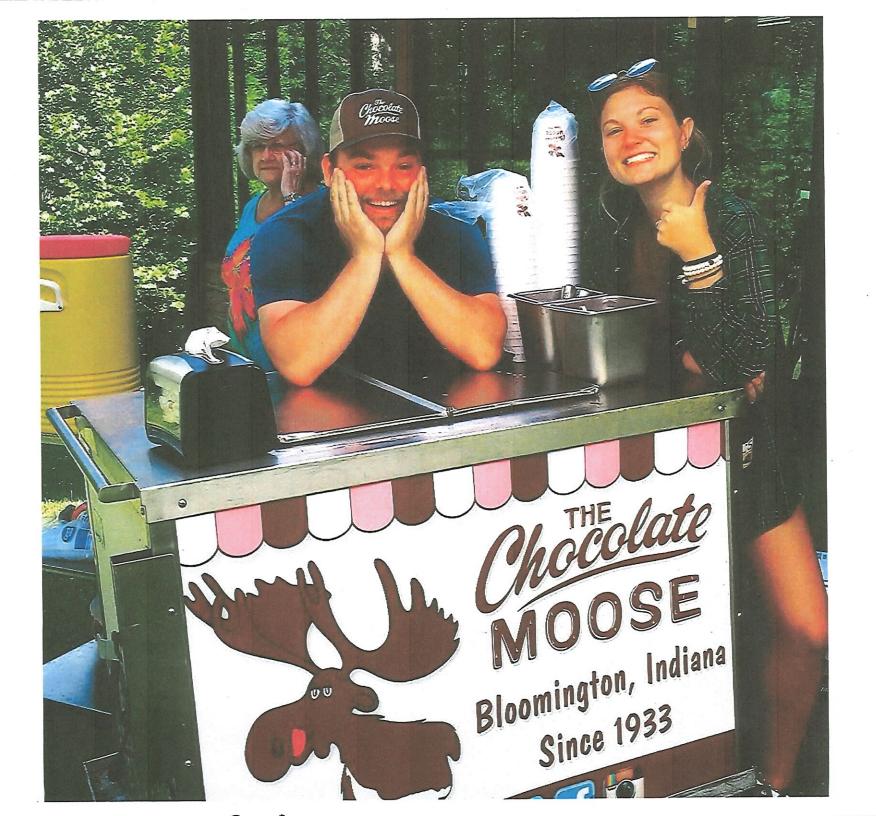
- € Each pushcart shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Pushcarts which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure
 - Provide a barrier between the grill or device and the general public
 - The spark, flame or fire shall not exceed 12 inches in height
 - A fire extinguisher shall be within reaching distance of the pushcart operator at all times
- Pushcart operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out on City property, including, where possible, the removal of the pushcart and cessation of such sales
- € No pushcart shall ever be left unattended
- € Pushcarts shall not be stored, parked or left overnight on any City property
- € All pushcarts which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap.
- € Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All pushcart operators are required to collect and pay all applicable and appropriate sales taxes
- No pushcart shall provide customer seating unless approval has been given by the City's Board of Public Works and the City's Planning and Transportation Department
- € All pushcarts shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All pushcarts shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No pushcarts shall have a drive-thru
- € The decibels of any generator(s) associated with a pushcart shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the noise is being emitted on a sound level meter operated on the "A" weighting network (scale).
 - No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
 - Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
 - The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein.

The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.

- Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:
Name: Jardan Dars
Signature: Ad G. Z.
Date: 5-10-22



CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2022-29

Pushcart in Public Right of Way Penguin Enterprises, LLC dba The Chocolate Moose

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

WHEREAS, Penguin Enterprises, LLC dba The Chocolate Moose ("Vendor") intends to renew its Pushcart License under Bloomington Municipal Code 4.30; and

WHEREAS, Vendor desires to be able to use "City property" as defined in Bloomington Municipal Code 4.30.010, which includes sidewalks, on a temporary and transient basis for the purpose of selling food via a pushcart; and

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

WHEREAS, Vendor has obtained a Mobile Food Service Establishment license from the Monroe County Health Department, and

WHEREAS, Vendor will not produce any type of spark, flame, or fire; therefore, Vendor is not required to obtain a temporary vender permit from the City of Bloomington Fire Department; and

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.30.150 and signed the Release, Hold-Harmless and Indemnification Agreement as required by Bloomington Municipal Code 4.30.090;

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

- 1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart from May 24, 2022 until May 23, 2023.
- 2. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.30 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Pushcart license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Pushcart license throughout the term of Vendor's operation on City property.
 - c. Vendor may locate his business on a public sidewalk within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location on the public sidewalk.
 - d. Vendor shall remove his business from the public sidewalk within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location on a public sidewalk.
 - e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.30 (Pushcarts), and (2) all applicable City regulations, restrictions, and ordinances.
 - f. Vendor is prohibited from operating within a one-block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public

RESOLUTION 2022-29

Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:

- 1) City of Bloomington Farmers' Market;
- 2) City of Bloomington Holiday Market;
- 3) The Taste of Bloomington;
- 4) Lotus World Music and Arts Festival;
- 5) The Fourth Street Festival;
- 6) Arts Fair on the Square;
- 7) Strawberry Festival;
- 8) Canopy of Lights;
- 9) Fourth of July Parade; and
- 10) Any other special events approved by the City Controller.

ADOPTED THIS 24th DAY OF MAY, 2022.	
BOARD OF PUBLIC WORKS:	
Kyla Cox Deckard, President	
Beth H. Hollingsworth, Vice-President	
Elizabeth Karon, Secretary	
ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2022-29 ARE ACCEPTABI AGREED TO BY VENDOR:	E AND
Date:	
Jordan A. Davis, Director of Operations	
Penguin Enterprises, LLC dba The Chocolate Moose	



Board of Public Works Staff Report

Project/Event: Solicitor in Right of Way – Resolution 2022-32

Petitioner/Representative: Luis Nunez, Independent Contractor of Southwestern Company

Staff Representative: Susan Coates
Meeting Date: May 24, 2022

Southwestern Company, by an Independent Contractor, Luis Nunez applied for a Solicitor's License to solicit orders for educational products in the form of books, apps and websites. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate through an independent contract selling educational products.

This application is for three months.

Staff is supportive of the request.

Susan Coates



OHN HAMILTON

MAYOR DEPARTMENT OF ECONOMIC CITY OF BLOOMINGTON & SUSTAINABLE DEVELOPMENT 401 N Morton St Suite 130 p 812.349.3418 PO Box 100 f 812.349.3520 Bloomington IN 47402

Greetings from the City of Bloomington!

The Department of Economic and Sustainable Development welcomes your business into the Bloomington community. Our office would like to assist you in operating a successful business and complying with applicable laws and statutes.

This information packet will help you understand the process for obtaining a Solicitor's License. The full application is attached, along with important contact information and relevant Bloomington Municipal Code.

Please contact the Department of Economic and Sustainable Development at 812-349-3418 for information and assistance in securing the license and the other permissions that may be necessary to operate in the City of Bloomington.

The City of Bloomington Department of Economic and Sustainable Development



SOLICITOR LICENSE APPLICATION

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

1. License Length and Fee Application

Length of

License:

6 Months 1 Year License Fee: \$25 \$30 \$50 \$75

2. Applicant Information

Name:	Luis Nunez
Title/Position:	Student Intern Independent Contractor
Date of Birth:	08/07/2003
Address:	6270 Lancaster Place
City, State, Zip:	Zionsville, IN, 46077
E-Mail Address:	superluisarmando2003@gmail.com

Phone Number:	754-301-0471			Mobile Phone:			
3. Indiana Con							
	a resident of India	ana, they mus	t desig	nate a res	ident to serv	e as a co	ntact.
Name:		930de-Addenson WANDALD DATE				Maria 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Address:							
City, State, Zip:							
E-Mail Address:							
Phone Number:				Mobile	Phone:		

4. Company In	formation						
Name of Employe	r: Self-Employed	i					
Address of Employer:							
City, State, Zip:							
Employment Start Date:		E			End Date (If known):		
Phone Number:							
Website / Email:							
Company is a:	Limited Liability Corporati on (LLC)	Corporation	Par	tnership	Sole Proprietor	Oth	ier:
		I		***************************************	<u> </u>		**************************************
5. Company Of			···			· · · · · · · · · · · · · · · · · · ·	
	es and addresses o trolling interests in			partners	, trustees, ov	ners or o	other
Name			Ac	ldress		· · · · · · · · · · · · · · · · · · ·	
AMMA III - A Maria Ammana and							
	Manual III - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1					77-27-115-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	

		MANAGEMENT (1994) (1994	
<u> </u>			
6. Company Incorpora	ation Information (For	Corporations and LLC's Only)	&
Date of incorporation or organization:			
State of incorporation or organization:			
(If Not Indiana) Date qualified to transact business in state of Indiana:			
		d and any equipment to be us	ed
Educational products- l	pooks, apps and websites!		\$º
Planned hours of operation;	9АМ-9РМ		
Place or places where you will conduct business (If private property, attach written permission from property owner):	City limits of Bloomington		
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes	No	
(If Yes) Provide details			

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

Proof of insurance in accordance with the limits described in Section 4.16.090 of the Bloomington Municipal Code: • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate	
Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.	
A copy of your business's registration with the Indiana Secretary of State.	
A copy of your Employer ID number	C
A signed copy of the Prohibited Location Agreement	C
A signed copy of the Standards of Conduct Agreement	
Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler certificate	
	the Bloomington Municipal Code: • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business. A copy of your business's registration with the Indiana Secretary of State. A copy of your Employer ID number A signed copy of the Prohibited Location Agreement Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food

For City Of Bloomington Use Only					
Date Received: 切りれた	Received 181:	Date Approved:	Approved By:	•	

Festival General Contact Information				
<u>Event</u>	<u>Dates</u>	Contact Person	Phone Number	
Bloomington Farmers' Market	Every Saturday, April – November	Marcia Veldman, Market Coordinator	(812) 349-3700	
Strawberry Festival	Mid-May	Christina Hurlow, Boys & Girls Club	812-287-8771	
Taste of Bloomington	Mid-June	Talisha Coppock, Co-Director	(812) 336-3681	
Arts Fair on the Square	Mid-August	Lee Burckes, Event Manager	(812) 334-1188	
4th of July Parade	July 4th	Becky Barrick	(812) 349-3700	
4th Street Festival	Early September	4th Street Committee	(812) 335-3814	
Lotus World Music and Arts Festival	Late September	Lotus Office	(812) 336-3959	

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Bloomington Holiday Market	Final Farmers' Market	Marcia Veldman, Market Coordinator	(812) 349-3700		
Canopy of Lights	Friday after Thanksgiving	Talisha Coppock	(812) 336-3681		
<u>ltin</u>	Itinerant Merchant Contact Information				
Permit Issuer	Location	Contact Person	Phone Number		
Monroe County Health	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543		
Department					
(Food Handler					
Permit)					
Bloomington Board of Public Works (Conducting Business in Public Right-of-Way)	401 N. Morton St. Suite 130 Bloomington, IN	Miah Michaelsen, Economic & Sustainable Development	(812) 349-3534		
Bloomington Parks and Recreation Department (Conducting Business on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Judy Seigle, Office Manager	(812) 349-3700		
Bloomington Fire Department (Conducting Business that will produce any type of spark/fire hazard)	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763		

John Hamilton

Mayor DEPARTMENT OF ECONOMIC CITY OF BLOOMINGTON & SUSTAINABLE DEVELOPMENT 401 N. Morton St Suite 130 p. 812.349.3418 P.O. Box 100 f. 812.349.3520 Bloomington, Indiana 47402

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington



DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

p 812.349.3418 f 812.349.3520

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	City's Board of Public Works
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I, the undersigned, understand that if I locate my pushcart in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:	
	Luis Nunez
Name:	
·····	DocuSigned by:
Signature:	Luis Munez
	57912D222334AD84AD
Date:	3/3/2022



401 N Morton St Suite 130 PO Box 100 Bloomington IN 47402 DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

p 812.349.3418 f 812.349.3520

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 include, but are not meant to be limited to the following: bull horns and strobe lights)
- No pushcart may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone phones, streetlight poles, traffic signal poles or fire hydrants
- No pushcart may be used to advertise any product or service which is not authorized to be sold from that pushcart
- Each pushcart unit shall be limited to one sandwich board sign that meets the provisions
 of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district
 in which it locates, provided a sign permit is obtained from the City's Planning and
 Transportation Department
- No pushcart may make use of any public or private electrical outlet while in operation;
- Each pushcart shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
 - The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time
 - The trash and recyclable receptacles on the pushcart shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington
 - Liquid from the pushcart shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof
- Before leaving any location each pushcart shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the pushcart
- No pushcart shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance

- Each pushcart shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- Foods or beverages which present a substantial likelihood that liquid matter or particles
 will drop to the street or sidewalk during the process of carrying or consuming the food or
 beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- Pushcarts which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - o Be placed approximately 20 feet from a building or structure
 - o Provide a barrier between the grill or device and the general public
 - The spark, flame or fire shall not exceed 12 inches in height
 - A fire extinguisher shall be within reaching distance of the pushcart operator at all times
- Pushcart operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out on City property, including, where possible, the removal of the pushcart and cessation of such sales
- No pushcart shall ever be left unattended
- Pushcarts shall not be stored, parked or left overnight on any City property
- All pushcarts which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap.
- Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- All pushcart operators are required to collect and pay all applicable and appropriate sales taxes
- No pushcart shall provide customer seating unless approval has been given by the City's Board of Public Works and the City's Planning and Transportation Department
- All pushcarts shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- All pushcarts shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- No pushcarts shall have a drive-thru
- The decibels of any generator(s) associated with a pushcart shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the noise is being emitted on a sound level meter operated on the "A" weighting network (scale).
 - No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
 - Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
 - The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein.

The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.

- Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:		
Name:	Luis Nunez — Docusigned by:	
Signature: _	Luis Murez	
Date:	1AD2A2334AD84AD 5/9/2022	

John Hamilton Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

P.O. Box 100

f. 812.349.3520

Bloomington, Indiana 47402

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Luis Nunez	
Name, Printed	and design of the second secon
— DocuSigned by:	
luis Murez	5/9/2022
	Date Release Signed



REGISTERED RETAIL MERCHANT CERTIFICATE

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

SOUTHWESTERN COMPANY 2451 ATRIUM WAY NASHVILLE TN 37214-5102 FEIN LOC ID 62-1147144

ISSUED

0003493172-001 January 04, 2021

EXPIRES

January 31, 2023

THIS LICENSE:

IS NOT TRANSFERRABLE TO ANY OTHER PERSON. IS NOT SUBJECT TO REBATE.

IS VOID IF ALTERED.



ADDRESS ABOVE IF DIFFERENT FROM BELOW.

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX AT THE

SOUTHWESTERN COMPANY PO BOX 305140 NASHVILLE TN 37230-5140 Robut & Junner J

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

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

- o Abusing the person solicited with words which are offensive and inherently likely to provide an immediate violent reaction
- o Touching the solicited person without the solicited person's consent.
- No solicitor shall approach any vehicle driving upon, stopped upon, or parked upon any public or private street or alley
- No solicitor shall conduct his/her business from a street, alley, traffic island, or median. I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Solicitor License, as so described in Chapter 4.16 of the Bloomington Municipal Code.

endor:
ame:Luis Nunez
ignature: July Mury
pate:05/05/2022
Chapter 4.16, Solicitors
Sections:
4.16.010 Definitions
4.16.020 Operations generally.
4.16.030 Business License—Required.
4.16.040 Business License—Application.
4.16.050 Business License—Prerequisites
4.16.060 Business License—Duration and Fees.
4.16.070 Application Fee—Refund on Denial.
4.16.080 Effect of Cessation of Business.
4.16.090 Business License—Insurance and Indemnity 4.16.100 Business
License—Issuance.
4.16.110 Business License—Transferability.
4.16.120 Business License—Identification.
4.16.130 Location Restrictions.
4.16.140 Prohibited Hours.
4.16.150 Standards of Conduct.
4.16.160 Penalties—Revocation of License.
4.16.010 Definitions.
The following terms shall have the following meanings:
"Political" means on behalf of a political party or candidate or for the purpose of influencing legislation or personal belief.
"Religious" means on behalf of an established religion which means a particular system of faith and worship recognized and practiced by a particular church, sect or denomination.

"Solicitation"

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- (a) Means the act of any person traveling by foot, vehicle or any other type of conveyance who goes on private or public property to:
- (1) Request, either directly or indirectly, money, credit, funds, contributions, personal property or anything of value;
- (2) Take or attempt to take orders for the sale of any goods, wares, merchandise or services of any kind, or description for future delivery or for services to be performed in the future, either in person or by distributing flyers and leaflets;
- (3) Sell and make immediate delivery of any goods, wares, merchandise or services of any kind or description; or
- (4) Communicate or otherwise convey ideas, views or beliefs or otherwise disseminate oral or written information to a person willing to directly receive such information, provided that such information is of a commercial nature.
- (b) Does not mean the following:
- (1) A person communicating or otherwise conveying ideas, views or beliefs or otherwise disseminating oral or written information to a person willing to directly receive such information, provided that such information is of a political, religious or charitable nature;
- (2) A person seeking to influence the personal belief of the occupant of any residence regarding any political or religious matter;
- (3) A person seeking to obtain, from any occupant of any residence, an indication of the occupant's belief in regard to any political or religious matter;
- (4) A person conducting a poll, survey or petition drive in regard to any political matter;
- (5) A person carrying, conveying, delivering or transporting food or beverage products, newspapers or other goods to regular customers on established routes or to the premises of any person who had previously ordered such products or goods and is entitled to receive the same;
- (6) A person whose business is to solicit dealers or permanent merchants in the usual course of business; or
- (7) Any person exempted from this Chapter's requirement under Ind. Code 8-1-34-30,

"Solicitor" means a person, whether a resident of the City or not, engaged in solicitation.

"Special Event" is any event so designated by the City of Bloomington Board of Public

Works.

4.16.020 Operations generally.

It is unlawful to locate as a solicitor in the City except in accordance with the provisions of this Chapter.

4.16.030 Business License—Required.

- (a) It is unlawful to locate as a solicitor in the City without first having secured a license to do so as provided by this Chapter.
- (b) This Chapter does not apply to any recognized participant of a Special Event. (c) It is not necessary to obtain a temporary use permit under Chapter 20 of the Bloomington Municipal Code in order to obtain a license to locate as a solicitor under this Chapter.

4.16.040 Business License—Application.

Any person desiring a license under this Chapter shall submit a fully completed application to the City Controller at least fourteen days prior to the proposed date of operating as a solicitor. The application must set forth or have attached the following information as specified:

- (a) The applicant's name, current physical address, telephone number, email address and date of birth;
- (b) The name, current physical address, and telephone number of the person, firm, limited liability company, corporation or organization which the applicant is employed by or represents, and the length of time of such employment or representation;
- (c) If the applicant is employed by or represents a firm, limited liability company or corporation, the applicant shall provide the name and current physical address of all members of the firm or limited liability company, or all officers of the corporation, as the case may be; (d) If the applicant is employed by or represents a corporation or limited liability company then there shall be stated on the application the date of incorporation or organization, the state of incorporation or organization, and if the applicant is a corporation or limited liability company formed in a state other than the State of Indiana, the date on which such corporation or limited liability company qualified to transact business as a foreign corporation or foreign limited liability company in the State of Indiana;
- (e) The type of products or services to be sold and the hours of the day the applicant plans to conduct business;
- (f) The place or places where said business may be conducted, and a written statement, if applicable, from the owner of any private property wherein the business may be conducted authorizing the applicant to use the property;
- (g) The duration of the license being sought;
- (h) A statement as to whether or not a license, under the provisions of this Chapter, or any other similar ordinance of the City of Bloomington or any other county, town or municipality, or the State of Indiana has been revoked, together with the details thereof; and
- (i) The designation of a resident of the State of Indiana as a registered agent for purposes of receiving notices from the City of Bloomington or other service of process, as a result of doing business in the City of Bloomington

4.16.050 Business License—Prerequisites.

An application for a license under this Chapter shall not be considered unless proof of the following are provided with the application:

- (a) All applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler Certificate;
- (b) Proof of registration as a business with the Indiana Secretary of State; (c) Proof of an Employer Identification Number;

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- (d) If business is to be conducted on City property, a resolution from the City's Board of Public Works;
- (e) If business is to be conducted on or in property owned or managed by the City of Bloomington Parks Department, including those portions of the B-Line Trail not specifically permitted by this Chapter, a letter of approval from said Department;
- (f) Proof of insurance in accordance with the amounts established by this Chapter; and
- (g) Proof of payment for, or exemption from, the applicable fee.

4.16.060 Business License—Duration and Fee.

- (a) Each applicant shall pay a license fee in accordance with the schedule set forth below (all licenses are for a consecutive period of time):
- (1) One Day License: \$25.00;
- (2) Three Day License: \$30.00;
- (3) Seven Day License: \$50.00;
- (4) Thirty Day License: \$75.00;
- (5) Three Month License: \$150.00;
- (6) Six Month License: \$200.00; and
- (7) One Year License: \$350.00.
- (b) The following listed organizations and/or entities while required to obtain a license under this Chapter are exempt from having to pay any fees, so long as the proceeds thereof are to be used exclusively for religious, charitable, educational or scientific purposes: (1) Churches:
- (2) Schools:
- (3) Benevolent organizations;
- (4) Fraternal organizations; and
- (5) Other similarly situated organizations.
- (c) Pursuant to Ind. Code 25-25-2-1, while all honorably discharged veterans are required to obtain a license under this Chapter they are exempt from having to pay any fees.

4.16.070 Application Fee—Refund on Denial.

An applicant shall pay an application fee in the minimum amount of \$25.00, unless exempted under Section 4.16.060. In the event the license is granted, the application fee shall be retained by the City and applied toward the license fee. In the event the license is denied, \$20.00 of the application fee shall be retained to defray the administrative expense incurred in investigating and processing the application, and any remainder shall be refunded to the applicant.

4.16.080 Effect of Cessation of Business.

No deductions shall be allowed from the fee for a license issued pursuant to this Chapter for any part of the term of which the licensee does not engage in such business.

4.16.090 Business License—Insurance and Indemnity.

- (a) Each applicant for a license shall provide a certificate of liability insurance to the City Controller upon a form approved by the Corporation Counsel of the City of Bloomington, insuring the applicant, and naming the City of Bloomington as co-insured, against the following liabilities and in the following amounts relative to such activity:
- (1) Personal injury: \$100,000.00 per occurrence and \$300,000.00 in the aggregate; and
- (2) Property damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate.
- (b) Each applicant shall provide a document approved by the Corporation Counsel for the City of Bloomington, in which the applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.

4.16.100 Business License—Issuance.

- (a) The Controller shall within fourteen days of receipt of the completed application issue the business license to the applicant if the Controller finds the following: (1) Compliance with all provisions of this Chapter;
- (2) The applicant has not had a prior license issued under this Chapter, or any other similar licensed authorized by a different governmental entity, suspended or revoked; and
- (3) The applicant has not been previously found to be in violation of this Chapter, or any other similar law promulgated by a different governmental entity.
- (b) The Controller may, upon a finding of appropriateness, issue a business license to an applicant who has been found to meet the terms of the above subsections 4.16.100(a) (1)-(2).
- (c) Failure of the Controller to issue a license within fourteen days of completion of the application constitutes denial of the application. The applicant may appeal the denial by filing a written statement to the City's Board of Public Works within ten days after passage of those fourteen days. The Board of Public Works shall, within the next thirty days, determine whether the applicant has complied with all provisions of Section 4.16.100(a), and if so, shall authorize the Controller to issue the license if there is such compliance. Prior to this determination, which is final and conclusive, the applicant will have an opportunity to be heard regarding the denial.

4.16.110 Business License—Transferability.

A license issued pursuant to this Chapter shall not be transferable to another licensee.

4.16.120 Business License—Identification.

- (a) All licenses issued by the Controller under this Chapter shall be shown to any person who requests to see the license.
- (b) Failure to display or exhibit a license in accordance with this Section may be grounds for suspension or revocation of said license.

4.16.130 Location Restrictions.

(a) No solicitor shall locate in any parking lot, parking space, or parking facility owned,

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leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.

- (b) No solicitor shall locate in a street, street median strip or alleyway. (c) No solicitor shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- (d) No solicitor shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- (e) No solicitor shall locate in a neighborhood or on property wherein a sign reading "No Solicitation", or something of a similar nature, has been duly erected and displayed.
- (f) No solicitor shall locate on the B-Line Trail except in the following permitted areas:
- (1) Between the north side of Dodds Street and the south side of 2nd Street; (2) Between the north side of 3rd Street and the south side of 4th Street; and (3) Between the north side of 6th Street and the south side of Fairview Street.

4.16.140 Prohibited Hours.

No solicitor shall locate in any residential neighborhood or building between the hours of dusk and 8:00 a.m., unless a resident in the neighborhood or building has requested or invited the solicitor onto the premises.

4.16.150 Standards of Conduct.

All solicitors shall conform to the following standards of conduct: (a) Solicitors shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code;

- (b) A device may not be used which would amplify sounds nor may attention be drawn to the solicitor by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights);
- (c) No solicitor shall expose any person to any undue safety or health hazards nor create a public nuisance;
- (d) Solicitors shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdiction; (e) No person shall engage in abusive solicitation. Such abusive activity shall mean to do one or more of the following while soliciting or immediately thereafter:
- (1) Coming closer than three feet to the person solicited unless and until the person solicited indicates that the person wishes to make a purchase or otherwise receive the solicitation;
- (2) Blocking or impeding the passage of the person solicited; (3) Repeating the solicitation after the person solicited has indicated an objection to the solicitation;
- (4) Following the person solicited by proceeding behind, ahead or alongside such person after the person has indicated an objection to the solicitation; (5) Threatening the person solicited with physical harm by word or gesture; (6) Abusing the person solicited with words which are offensive and

inherently likely to provide an immediate violent reaction; or

- (7) Touching the solicited person without the solicited person's consent. (f) No solicitor shall approach any vehicle driving upon, stopped upon, or parked upon any public or private street or alley; and
- (g) No solicitor shall conduct his/her business from a street, alley, traffic island, or median.

4.16.160 Penalties—Revocation of License.

- (a) Any person, partnership, limited liability company or corporation which violates any provision of this Chapter, shall be subject to the following penalties:
- (1) Soliciting without a license:

First offense	\$2,500.00
Second offense within any 12-month period	\$5,000.00
Third offense, or each thereafter, within any 12-month period	\$7,500.00

(2) Failure to comply with any other provision of this Chapter:

First offense	\$250.00
Second offense within any 12-month period	\$500.00
Third offense, or each thereafter, within any 12-month period	\$1,000.00

- (b) In addition, the Controller's Office shall, after notice and hearing before the City's Board of Public Works, suspend or revoke, by written order, any license issued hereunder if the Board of Public Works finds:
- (1) The licensee has violated any provision of this Chapter or any rule or regulation lawfully made under and within the authority of this Chapter;
- (2) The licensee is operating the solicitor license under this Chapter in a manner contrary to State or local code; or
- (3) Any fact or condition exists which, if it had existed at the time of the original application for such license, would have permitted the Controller's Office to refuse originally to issue such license.
- (c) Any person charged with violating the provisions of this Chapter may, in the discretion of the enforcement officer, be issued an official warning. If an official warning is issued it shall be considered as affording the violator one opportunity to comply with this Chapter's

Provisions.

Insurance or General Liability Bond Request Form

Your Permit Application will indicate if you need a bond and what type of bond you'll need.
There are two different types of bonds Southwestern Advantage can help supply you with.
Please read the information below and fill out this form.
When you have the needed information, email this form to your Sales Support Secretary to aquire the bond.

- * An Insurance Bond is usually in the amount of anything up to \$10,000.

- An insurance Bond can also be called a Surety Bond or an Indemnity Bond.
 An insurance Bond can also be called a Surety Bond or an Indemnity Bond.
 An insurance bond guarantees that you will meet legal and contractual obligations.
 The bond can be used to compensate anyone who suffers damages caused by any violations made by you.
 Insurance Bonds cost you \$50, charged to your dealer account- Expires on 12/31.
- * You can get an extended expiration date for the Insurance bond if the city requires it for \$62.50.(ex: a city wants the bond from June 2022 to June 2023)
- * A General Liability Policy is a much higher amount. Southwestern provides coverage up to \$2,000,000.
- * General Liability Insurance protects you from losses due to negligence that damages property or people.
- * The type of losses you are protected from includes medical expenses, and property repair or replacement.

 * General Liability Policies cost you \$37.50, charged to your dealer account- Expires on 10/31.

Bonds are NON-REFUNDABLE -- do not request one unless you actually are going to sell in that city and all information is correct

DEALER - Please fill out the following information:

,	Today's date:				
	Your Information			İ	
		Luia Numan			
		Luis Nunez			
Account Number:					
			do2003@gmail.com		
	HQ Address:	6270 Lancaster	Place		
	City, State & Zip:	Zionsville, IN, 46	077	1	
		754-301-0471		1	
	Bond Information				
Bond Type	(Insurance[surety] or General Liability):	General Liability	ř		
	City/Town/Township Name for bond:	Bloomington			
	State:	IN	: \$100,000.00 per occurrence and \$300,000 in the	,	
			operty Damage: \$25,000.00 per occurrence and		
	Bond Amount:		\$50,000.00 in the aggregate		
Extended Exp	piration Deadline Date (only if required):	not required			
	City/Townhall Information				
	Name of person to ATTN:	Susan Coates			
Email of that pers	son (if they don't have one, we can Fax):	Susan.coates@l	ploomington.in.gov	1	
	Phone # of that person:	812-349-3418		1	
Need original b	ond or email version ok? Or need both?	email			
9	Mailing Address:	North Morton s	treet suit 150		
	City, State & Zip:	Bloomington, IN	I, 47404		
Winged Winged+/Possible/Euphoria/Prodigy Eagle/Blitz Dynasty	Linda Norvell (615) 391-2771 Dee Dee Taylor (615) 391-2757 Rayanna Rowland (615) 391-2747 Melanie Howell (615) 538-7539 Eden Daney (256) 272-1527 Sara Mercier (615) 307-0681	deetaylor@so rrowland@sou mhowell@sou edaney@sout	hwestern.com uthwestern.com uthwestern.com thwestern.com hwestern.com uthwestern.com		
			Y - DO NOT FILL IN		
	Insurance or 0	General Lia	ability Bond Request Form	Today's Date: 5/5/22	
Bond Type: Insurance Bond	☐ Insurance Bon	od Extended Date	☑ General Liability Policy	Today's Date	
(Please check one)					
Note: Insurance Bond amounts can be up to \$10,000 in c	overage & General Liability Policies are	2,000,0000 in co	verage		
		Bond Amount:	\$300,000		
	Char	rge Journa	I Entry Voucher		
	Dealer			cription	Trans Code
Dealer Name	Account #	\$50.00	Insurance Bond Expires 12/31	apuon	11
		\$62.50	Extended Insurance Bond Expiration	Date for Extension:	11
Luis Nunez	11656334	\$37.50	General Liability Policy		11
Original Bond Required?		Requested by	: Melanie Howell		
(Please check one)		upport Name & Phone cial Instructions		ence and \$300,000 in the aggregate Property D	Damage:
No, Email or Fax Only	Орес	siai ilisuuduolis		ence and \$50,000.00 in the aggregate	
Chose which Division:	Rau - 11012842 TD - 1101294	12			
	E1 - 11012442 HL - 11012				
		mail this form to	bonds@southwestern.com		
	(Renee Reels, Paul	Ferriera, David Garret	0	s.Vorms\summer\bond	request form 2022

EVIDENCE OF COVERAGE

Master Policy Endorsement: This Evidence of Coverage Certificate is issued to The Independent Sales Representative(s) as an insured member of the Independent Direct Sellers Insurance Program in whose name Master Policy CIP116614 has been issued. This Certificate forms part of Master Policy and may only be amended or changed at the agreement of the Independent Direct Seller Insurance Program and the designated insurer.

Luis Nunez,6270 Lancaster Place Zionsville, IN, 46077, US

Evidence Number

Coverage Dates 05/07/2022 to 05/07/2023

5AFBFEBE-224D-4925-B1A9-1DF29814EDD5

Under Policy CIP116614

Atain Specialty Insurance Company

220 Kaufman Financial Center 30833 Northwestern Highway Farmington Hills, MI 48334

This Evidence is for the following Limits and Coverage:

Commercial General Liability for \$2,000,000 per occurrence with a \$2,000,000 Aggregate

Property Damage subject to \$50 Deductible

Damage to Rented Premises: \$100,000

Medical Payment: \$5,000

Products and Completed Operations: NO COVERAGE

Business Property Coverage for your name brand product represented for \$3,000 subject to a \$50 Deductible

Data Breach Expense for \$10,000

ACTUAL COVERAGE GOVERNED BY POLICY TERMS AND CONDITIONS

Atain Specialty Insurance Company
By: Daniel T. Muldowney
President

JOHN A PARKS CO
INSURANCE SINCE 1914

49 West Willis Detroit, MI 48201 Agent

Policy terms & conditions available on http://www.dscoverage.com/

APPROVED AND FILED HOLLI SULLIVAN INDIANA SECRETARY OF STATE 05/06/2022 07:54 AM

ARTICLES OF INCORPORATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID

202205051590087

BUSINESS TYPE

Domestic For-Profit Corporation

BUSINESS NAME

LUIS "THE EDUCATION MAN" NUNEZ CO.

PRINCIPAL OFFICE ADDRESS

6270 Lancaster Place, Zionsville, IN, 46077, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE

Individual

NAME

Stephen Kameka

ADDRESS

6270 Lancaster Place, Zionsville, IN, 46077, USA

SERVICE OF PROCESS EMAIL

kamekas1997@gmail.com

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

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION

Perpetual

EFFECTIVE DATE

05/05/2022

EFFECTIVE TIME

04:05PM

ARTICLE IV - GOVERNING PERSON INFORMATION

TITLE

CEO

NAME

Stephen Kameka

ADDRESS

6270 Lancaster Place, Zionsville, IN, 46077, USA

ARTICLE V - INCORPORATOR(S)

NAME

Stephen Kameka

ADDRESS

6270 Lancaster Place, Zionsville, IN, 46077, USA

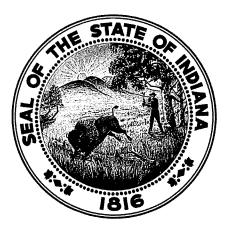
State of Indiana Office of the Secretary of State

Certificate of Incorporation of

LUIS "THE EDUCATION MAN" NUNEZ CO.

I, HOLLI SULLIVAN, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic For-Profit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, May 05, 2022.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 06, 2022.

elli Jullian

HOLLI SULLIVAN
SECRETARY OF STATE

202205051590087 / 9406179

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

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2022-32

Solicitor in Public Right of Way Luis Nunez, Independent Contractor Southwestern Company

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

WHEREAS, Luis Nunez, Independent Contractor of Southwestern Company ("Solicitor"), is seeking a Business License under Bloomington Municipal Code 4.16;

WHEREAS, the issuance of a Business License under Bloomington Municipal Code 4.16 requires Solicitor to submit documentation to the City-set forth at Bloomington Municipal Code 4.16.050-including proof of registration with the Indiana Secretary of State and proof of insurance;

WHEREAS, Solicitor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.16.150, the Location Restrictions found in Bloomington Municipal Code 4.16.130, and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.16.090;

WHEREAS, Solicitor desires to be able to use City property, which includes public any and all public right-of-way; and

WHEREAS, under the Bloomington Municipal Code 4.16.050, approval to use public sidewalks must be provided by the Board of Public Works via resolution;

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

- 1. Solicitor has permission to use the right of way as indicated in the staff memo, on a temporary and transient basis, for the purpose of selling educational products books, apps and websites for three months, beginning on May 24, 2022 and ending on August 24, 2022.
- 2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.16 of the Bloomington Municipal Code. Thus, Solicitor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Soliciting without a business license is a violation of Bloomington Municipal Code 4.16.160(a)(l), and would subject Solicitor to a fine of \$2,500 for the first offense.
- 3. For the avoidance of doubt, the following conditions-which in some instances may mirror those that exist under Title 4.16 of the Bloomington Municipal Code-attach to this approval:
 - a. Solicitor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Solicitor will have obtained a valid business license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid business license throughout the term of Solicitor's operation on City property.
 - c. Solicitor may not use any device to amplify sounds or draw attention to the Solicitor aurally or with a light-producing device;
 - d. Solicitor may not operate in a manner that would significant impede or prevent the use of any City property, or in a manner that would endanger the safety or property of the public.
 - e. Solicitor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.

Works.	
ADOPTED THIS 24th DAY OF May, 2022.	
BOARD OF PUBIC WORKS:	
Kyla Cox Deckard, President	
Beth H. Hollingsworth, Vice-President	
Elizabeth Karon, Secretary	
ALL TERMS AND CONDITIONS CONTAINED IN THIS REAGREED TO BY SOLICITOR:	ESOLUTION 2022-XX ARE ACCEPTABLE AND
Luis Nunez, Independent Contractor Southwestern Company	

Solicitor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public

f.



Board of Public Works Staff Report

Project/Event: Declaration of Surplus Vehicles and Equipment

Petitioner/Representative: Fleet Division

Staff Representative: Jason Speer, Fleet Maintenance Manager

Date: May 24, 2022

Report: The Fleet Division has identified the following vehicles and related equipment items as being surplus to the City's current needs and requirements. These vehicles and items can be sold via the government surplus auction site GovDeals.

Department/Unit#/Vin#

- #599 Utilities 1GDP7H1C11J503691 GMC Jet Rodder
- #770 Utilities 1GNDT13X64K155595 Chevy Blazer
- #751 Utilities 175185B New Holland Tractor
- #780 Utilities 1GDE6H1J9NJ524951 **GMC Truck**
- #610 Utilities 1GCGK24R7WZ250899 GMC Truck
- #791 Utilities W006X4X075914 John Deere Gator
- #609 Utilities K1600019 **Mower**
- #711 Utilities 2037643 **Mower**
- #786 Utilities 52315 **Mower**
- Fleet Shop Truck **Air Compressor** (Asset # 07797)

Board of Public Works

Staff Report

MEMORANDUM



TO: Legal Department

FROM: Jason Speer DATE: May 24, 2022

RE: Declaration of Vehicles and Equipment as Surplus Property and

Allowing Their Disposal

Funding Source: N/A

Total Dollar Amount of Contract: N/A

Expiration Date of Contract: N/A

Renewal Date for Contract: N/A

Department Head Initials of Approval: Adam Wason

Due Date For Signature: 5/24/2022

Record Destruction Date (Legal Dept to fill in): 12/31/2032

Legal Department Internal Tracking #: 22-239

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS

ATTORNEY: Jackie Moore

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS

DEPARTMENTAL EMPLOYEE: Jason Speer

Summary of Contract:

The Fleet Division of Public Works Department has a vehicles and vehicle maintenance equipment that have reached the end of their life cycle and would like to have them declared surplus property so that they may be sold by govdeals.com in its internet-based auction.



Seller Name City of Bloomington, Indiana		
Asset Contact	Lisa Lazell (Phone: 812-349-3494)	
Asset Location	Fleet Maintenance Division 800 E. Miller Drive Bloomington, Indiana 47401	

GUARANTY WAIVER:

All property is offered for sale "**AS IS, WHERE IS.**" Seller makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

DESCRIPTION WARRANTY:

Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misrepresentation must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of Seller shall not exceed the actual purchase price of the property. ***Please note that upon removal of the property, all sales are final!

Personal and Property Risk

Persons in attendance during exhibition, inspection, sale, or removal of goods assume all risks of damage of or loss to person and property and specifically release the Seller and GovDeals from liability therefore.

Consideration of Bid

Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time until the Seller has received payment in full for the assets and Buyer has removed the assets from the Seller's premises in their entirety.

Buyer's Certificate

If applicable, successful bidders will receive a Buyer's Certificate by email from GovDeals as their notice of award. Buyer's Premium & Additional Fees. The Seller pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium Fee which will be displayed on the auction page Bid Box, that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

State/Local Sales and/or Use Tax

Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting Seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed. Buyers must provide any applicable tax exempt documents to Seller within 24 hours of the auction closing and before payment is made.

Inspection of Items

Sellers' items are used and may contain other defects not immediately detectable. All property is offered for sale "AS IS, WHERE IS." Bidders are encouraged to schedule a time to inspect surplus items for sale during regular business hours. Please call (812)349-3494 for scheduling options and any questions you may have.

All sales are final, no returns or exchanges.

Winning Bidder is responsible for the removal of auction item.

Payment

Acceptable payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express*, Discover) only. * American Express is not available for buyers on probation. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, plus the buyer's premium equals to \$5,000.00 or more, Wire Transfer must be used. The Wire Transfer must be completed within 5 days unless otherwise specified below. Payment, in full, is due not later than 5 business days from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals.com website.

Removal of Purchased Items

Purchases will be released only upon receipt of payment and during the time and days specified unless prior arrangements are made with the Fleet Division Manager.

Vehicle Titles

Seller will issue a title or certificate upon removal of the vehicle. Titles may besubject to restrictions as indicated in the asset description on the website.

City staff cannot assist with the removal of surplus items. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate.

Pick Up Time

Monday - Thursday 8am - 2pm.

Shipping can be arranged at the cost of the buyer.

All items must be removed within 10 business days from the time and date of issuance of the Buyer's Certificate. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate, unless prior arrangements are made with the Fleet Division Manager.

Special Instructions

Sales to any and all employees of the Seller are prohibited

If you are the winning bidder and default by failing to adhere to this seller's terms and conditions, your account with GovDeals.com WILL BE LOCKED!

For online payment – Log into your GovDeals.com account and select "My Bids". You may follow the instructions there.

Acceptance of Terms and Conditions

By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on GovDeals.

800 E. Miller Drive • Bloomington, IN 47404 Phone: (812) 349-3494 • Fax: (812) 349-3490

BOARD OF PUBLIC WORKS RESOLUTION 2022-28

DISPOSAL OF SURPLUS PROPERTY

WHEREAS, in accordance with Indiana Code §36-9-6-3, the City of Bloomington Board of Public Works has custody of all real and personal property of the City of Bloomington; and

WHEREAS, it is in the public interest for the City to periodically sell or dispose of certain property which has become obsolete, has low value or is in disrepair; and

WHEREAS, in accordance with Bloomington Municipal Code § 2.11.030, the Fleet Maintenance Department is responsible for the orderly maintenance and disposal of all vehicles owned by the City, its departments, agencies, boards, commissions and councils; and

WHEREAS, the Fleet Maintenance Manager has determined that a large number of City vehicles are no longer needed and are unfit for the purpose for which they were intended and are therefore considered surplus property; and

WHEREAS, the City of Bloomington's Board of Public Works wishes to dispose of this surplus property by offering this property for sale to the general public in an open, transparent, and cost-effective manner; and

WHEREAS, the City of Bloomington's Board of Public Works is empowered to declare these vehicles to be surplus property and to authorize their disposal.

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

- 1. The foregoing recitals are hereby incorporated herein as fully set forth.
- 2. Pursuant to IC 5-22-22, §§ 3 and 4.5, the property set forth in Attachment A shall be declared to be surplus for purposes of disposal.
- 3. The City is hereby authorized to execute an agreement with GovDeals for the City to participate in its internet-based auction system.
- 4. Information about this service, and the internal policy concerning the sale of surplus vehicles and equipment, is included in Attachment B.
- 5. The internet-based auction will be conducted in accordance with the standard procedures of GovDeals, Inc., and the number of days for bidding on the vehicles identified in Attachment A shall be a minimum of fifteen (15) calendar days.
- 6. Upon completion of auction and sale of any vehicle identified in Attachment A, that vehicle shall be removed from the City of Bloomington fixed asset inventory.

ATTACHMENT A

Department/Unit#/Vin#

- #599 Utilities 1GDP7H1C11J503691 GMC Jet Rodder
- #770 Utilities 1GNDT13X64K155595 Chevy Blazer
- #751 Utilities 175185B New Holland Tractor
- #780 Utilities 1GDE6H1J9NJ524951 GMC Truck
- #610 Utilities 1GCGK24R7WZ250899 GMC Truck
- #791 Utilities W006X4X075914 John Deere Gator
- #609 Utilities K1600019 **Mower**
- #711 Utilities 2037643 **Mower**
- #786 Utilities 52315 Mower
- Fleet Shop Truck **Air Compressor (**Asset # 07797)



CONTRACT COVER MEMORANDUM

TO: Beth Cate, Corporation Counsel FROM: Paula McDevitt, Administrator

DATE: May 24, 2022

RE: Adopt-A-Roundabout Partnership with Bloomington Parkour

Contract Recipient/Vendor Name:	Bloomington Parkour
Department Head Initials of Approval:	PM
Responsible Department Staff: (Return signed copy to responsible staff)	Division Director: Tim Street
Responsible Attorney: (Return signed copy to responsible attorney)	Daniel Dixon
Record Destruction Date: (Legal to fill in)	
Legal Department Internal Tracking #: (Legal to fill in)	
Due Date For Signature:	May 20, 2022
Expiration Date of Contract:	May 24, 2027
Renewal Date for Contract:	May 24, 2027
Total Dollar Amount of Contract:	\$0
Funding Source:	N/A
W9/EFT Complete: (Staff Member of Responsible Dept to fill in - Vendor #)	N/A
Affirmative Action Plan Complete (if applicable): (Staff Member of Responsible Dept. to fill in;\$10,000+)	N/A
Procurement Summary Complete: (Staff Member of Responsible Dept. to fill in)	N/A

Summary of Contract:

This is to establish a new Adopt-A-Roundabout Partnership with Bloomington Parkour to provide a means of improving, beautifying, and maintaining the roundabout located at the intersection of Winslow Road, High Street and Rogers Road. The roundabout described is approximately 100 feet in diameter and is planted with non-invasive flowering plants, grasses and shrubs.



City of Bloomington Department of Public Works Department of Parks and Recreation

Adopt-A-Roundabout Partnership Agreement with Bloomington Parkour

This agreement between the City of Bloomington, Department of Parks and Recreation (hereafter "City") and Bloomington Parkour, (hereinafter "Adopter") is to provide a means of improving, beautifying, and maintaining the roundabout located at the intersection of **Winslow Road**, **High Street and Rogers Road**. The roundabout described is approximately 100 feet in diameter.

NOW, THEREFORE, the Undersigned partners agree that Adopter shall be permitted to adopt the plot described in Exhibit A pursuant to the following terms and conditions:

- 1. All materials and labor necessary for the improvement and maintenance of the roundabout are the sole responsibility of the Adopter. The Adopter agrees to check the adopted location(s) on an as needed basis (minimum monthly basis), or upon request from the City, for landscape maintenance needs, and for removal of weeds, trash and litter, and other debris from the roundabout.
- 2. The Adopter agrees to provide to the City a schematic landscape plan noting species, sizes and planting locations, and Adopter shall obtain written approval from the City of Bloomington Department of Public Works, Planning and Parks and Recreation prior to the planting of any trees, shrubs, plants, flowers, or other vegetation. The City shall review all proposed planting locations for such factors as the presence of publicly and privately owned buried utilities, and potential vehicular traffic conflicts or obstructions, and compliance with local planning and zoning ordinance requirements, prior to permitting and work to proceed on the roundabout. In addition, Adopter shall be subject to the provisions of state law regarding locating underground utilities prior to excavating the site.
- 3. City roundabouts which are the subject of an Adopt-A Roundabout Partnership Agreement shall be required to install "public signs", as said term is defined by Title 20 of the Bloomington Municipal Code. The Adopter shall purchase the "public signs" and shall gift the said "public signs" to the City.

The installed "public signs" are subject to the following requirements:

- Number: No more than three (3) public signs shall be installed.
- Design: The design, including the material and size, shall be determined by the City.

- Placement: The placement of each public sign shall be determined by the City.
- Costs: The Adopter shall be responsible for any and all costs associated with these public signs.
- 4. The roundabout described above shall remain the property of the City of Bloomington, and if, in the sole judgment of the City it is found that the Adopter is not meeting the terms and conditions of the agreement, the City may terminate this agreement and remove all signs. This agreement shall be in effect when signed by both parties and shall continue for a period of **five** (5) years from the date of signature; however either party may terminate the agreement earlier upon seven days written notice to the other party. At the end of the five (5) year term, Adopter shall have the right to renew this Agreement for another **five** (5) year period, provided the City, in its sole discretion, determines that the roundabout will be adopted for another five (5) year period. All materials provided by Adopter under this Agreement will remain property of the Adopter and Adopter may remove the materials, or negotiate to sell them to the City, when the Agreement concludes or is terminated by either party.
- 5. The Adopter agrees that its volunteers, employees, or subcontractors are not acting as agents or employees of the City of Bloomington.
- 6. The Adopter shall agree to release the City of Bloomington from any liability arising hereunder, including from the negligence of releasee, and shall indemnify the City of Bloomington against any claims which may arise due, in whole or in part, to the negligence of the Adopter in its acts or omissions pursuant to this agreement.
- 7. Notice regarding any significant concerns and/or breaches of the Agreement shall be given to:

Bloomington Parkour David Frew, Coach and Organizer 812 361 3084

Bloomington Parks and Recreation: Tim Street, Operations Director 812-349-3706

Representatives for the day-to-day operations and implementation of this Agreement shall be:

Bloomington Parkour David Frew, Coach and Organizer 812 361 3084 Bloomington Parks and Recreation: Joanna Sparks, City Landscaper 812-349-3497

8. This agreement may be renewed by the written agreement of both parties upon original date of expiration.

Agreed to the	day of	, 2022	
"ADOPTER";		"CITY";	
"By:			
David Frew, Coach and G Bloomington Parkour	Organizer Date	Paula McDevitt, Administrator City of Bloomington Parks and Recreation Department	Date
		Kathleen Mills, President Board of Park Commissioners	Date
		Beth Cate, Corporation Counsel Da City of Bloomington	nte
		Adam Wason, Director City of Bloomington Public Works Department	Date
		Kyla Cox Deckard, President Board of Public Works	Date

Exhibit A

The roundabout is located at the intersection of **Winslow Road**, **High Street and Rogers Road**. It is approximately 100 feet in diameter and consists entirely of a mulched landscape bed.



Staff Report

Project/Event: Middle Way House's 50 Years of Caring Picnic

Staff Representative: April Rosenberger

Petitioner/Representative: Middle Way House/Madeline Plant

Date: May 24, 2022

Report: Middle Way House will be celebrating turning 50 years old on Sunday, June 12, 2022 by hosting a family friendly picnic at Switchyard Park. The picnic will include activities for children, food trucks, and musical performances. The picnic will begin at 12 pm and end at 3 pm and is free to attend.



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

			101131 (012) 313 31	1100	de la	er @blooming.com.nr.gov	
Name of Event:	e Turc		House's 50 Voors	of (Caring Dionic		
Name of Event: Middle Way House's 50 Location of Event: Switchyard Park (Main						vicnic shalter)	
Date of Event:		June 12, 202		penc	omance lawn, p	Start: 12 PM	
Calendar Day of We	عملان	Sunday			Time of Event:	End: 3 PM	
Description of Even		Suriday				Liiu. 3 Fivi	-
Description of Ever		Way House tu	ırning 50 years o	ld! V s, ar	Ve will have a pand food trucks to	to celebrate Middle vicnic area, activities o purchase food from	
Source of Noise:	,	✓ Live Band	✓ Instrument	✓	Loudspeaker	Will Noise be Amplified ✓ Yes No	d?
Is this a Charity Ev	ent?	✓ Yes □No	If Yes, to Benefit	: N	/liddle Way Hou	ise, Inc.	
Applicant Infor	matic	on					
Name:	Mad	deline Plant					
Organization:	Middle	Way House, Inc.			Title:	Director of Develop	me
Physical Address:	338	S. Washington	St., Bloomingtor	ı, IN	47401		
Email Address:	dev	elopment@mid	dlewayhouse.org	g	Phone Number:	(812) 244-3556	
Signature:	M	adeline 4	Plant		Date:	2/16/2022	
FOR CITY OF BI	LOOM	IINGTON USE	ONLY				
	e desi	gnee of the Ma	yor of the City o			de, We, the Board of reby waive the City	:
BOARD OF PUBLIC WORKS							
Kyla Cox Deckard, President		Beth H	. Hol	llingsworth, Vice-	President		
Date			 Elizabe	eth K	aron, Secretary	· · · · · · · · · · · · · · · · · · ·	
			c				



Board of Public Works Staff Report

Project/Event: Supplement #1 to Service Agreement with Cassady

Electrical Contractors for Electrical Maintenance and Repair

Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: May 24, 2022

This supplement is being requested for the increase of the original not to exceed amount of \$55,000. The supplement we're requesting would be an additional \$30,000. This Supplement #1 increases the not to exceed amount of the Agreement to \$85,000.00. When determining the original "not to exceed" amount for the original agreement, we underestimated the amount of work we would have for this contractor to perform.

Respectfully submitted,

J. D. Boruff

Operations and Facilities Director

Public Works Department

Print Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: Cassady Electrical Contractors Contract Amount: \$85,000

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

PURCHASE INFORMATION

	Print/Type Name	Print/Type Title	Depart	ment
	JD Boruff	Facilities Director	r Public \	Works
3.	We have a service agreement wincrease of the do not exceed a	ed to receive the award and contractors with Cassady Electrical Contractors mount of the original service agreed amount of \$55,000. Our new do	s for electrical repair services. The ement. We are requesting to add	l \$30,000 on
	Was an evaluation team used? Was scoring grid used? Were vendor presentations requested			
2.	List the results of procurement p # of Submittals: 0 Met city requirements? Met item or need requirements?	rocess. Give further explanation w Yes No V T T T T T T T T T T T T	where requested. Was the lowest cost selected? (If no, please state below why it was not.) This is for a supplement to increa Exceed amount	Yes No Se the Do Not
1.	Check the box beside the procure applicable) Request for Quote (RFQ) Invitation to Bid (ITB)	ment method used to initiate this p Request for Proposal (RFP) Request for Qualifications	Sole Source Emergency Purchase	id tabulation if Not Applicable (NA)

SUPPLEMENT #1 TO 2022 SERVICE AGREEMENT

Between the

CITY OF BLOOMINGTON

And

CASSADY ELECTRICAL CONTRACTORS

This Supplement #1 increases the Not to Exceed amount of compensation allowed under this Service Agreement as follows:

- 1. On November 9, 2021, the Board of Public Works approved the 2022 Services Agreement with Cassady Electrical Contractors.
- 2. **Article 4. <u>Compensation</u>** contained the not to exceed amount of compensation that was originally allowed under this Service Agreement as \$55,000.00. This Supplement #1 adds \$30,000 in compensation, for a revised NTE cost of \$85,000.00 for this 2022 Service Agreement.
- 3. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON	CASSADY ELECTRICAL CONTRACTORS
Ву:	Ву:
Kyla Cox Deckard, President Board of Public Works	
	Name and Title
Date:	 Date:
Ву:	
Adam Wason, Director Public Works Department	
Date:	
By:	
Beth Cate, Corporation Counsel	
Date:	

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Data	Type of Claim	FUND	Decembries	Bank	A
Date:	Type of Claim	FUND	Description	Transfer	Amount
5/20/2022	Payroll				490,759.49
					490,759.49
		ALLOWANG	CE OF CLAIMS		
claim, and exce total amount of	ept for the claims not al	lowed as shown on t	ster of claims, consisting of he register, such claims are	hereby allowed in the	
Kyla Cox Deck	ard, President	Beth H. Hollings\	worth, Vice President	Elizabeth Karon, Secre	tary
	y that each of the above th IC 5-11-10-1.6.	e listed voucher(s) or	bill(s) is (are) true and corre	ect and I have audited same i	n
		Fiscal Officer			



Board of Public Works Staff Report

Project/Event: Approve Amendment 3 to LPA-Consulting Contract with

Lochmueller Group, Inc. for the 17th Street (Monroe to Grant)

Multimodal Improvements Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 5/24/2022

Report: This project will construct multiuse path on the north side of 17th Street from Monroe Street to Grant Street, replace the traffic signal at the intersection of 17th Street and Madison Street/Kinser Pike, and provide other multimodal safety improvements within the corridor. The project is programmed in the MPO TIP for construction (\$2,307,822 in federal funds).

Lochmueller Group, Inc. is currently under contract for preliminary engineering services for this project. This addendum will add services to redesign aspects of the project to resolve issues arising during right of way acquisition and services to split the project into two separate construction bid packages. This addendum also reduces the Subsurface Utility Engineering fee and the Right of Way Engineering fee based on actual use. The total fee will reduce from \$839,745 to \$837,997. This contract is TIF funded and has prior funding approval.

Project Approvals Timeline			
Approval Type	<u>Status</u>	<u>Date</u>	
Funding Approval (INDOT-LPA Contract)	Approved	2021	
Design Services Contract*	Approved	5/24/2022	
ROW Services Contract*	Approved	5/25/2021	
Public Need Resolution	Approved	5/11/2021	
Construction Inspection Contract	Approved	3/15/2022	
Construction Contract	Approved**	4/12/2022	

^{*}Amendment 1 updates the original 8/6/2019 design services contract to include ROW services, 5/25/2021. Amendment 2 updates to include Phase II ESAs, 11/9/2021.

^{**}Construction contract for federally funded project (west portion) approved and managed by INDOT.

Print Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: Lochmueller Group, Inc. Contract Amount: \$839,745

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	DN	
L.	Check the box beside the procured applicable)	ment method used to initiate this p	procurement: (Attach a quote or	bid tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicab
	Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	(NA)
2.	List the results of procurement p	rocess. Give further explanation w	vhere requested.	Yes No
	# of Submittals: 24	Yes No	Was the lowest cost selected? (If no, please state below why it was not.)	
	Met city requirements? Met item or need requirements? Was an evaluation team used? Was scoring grid used? Were vendor presentations requested?		The RFQu was issued seeking signalifications to establish a list of that may be contacted for project currently on the City's pre-approximate consultant list. Lochmueller Grosselected for this particular project expertise.	of qualified firms tts. 14 firms are ved engineering up was previously
3.	State why this vendor was selecte	d to receive the award and contrac	t:	
		d to design this project from the C the efficiencies gained by the wor		
	Neil Kopper	Senior Project Engin	neer Engir	eering
	Print/Type Name	Print/Type Title	Depai	tment

AMENDMENT No. 3

THIS AMENDMENT NO. 3 IS MADE AND ENTERED INTO THIS ____ DAY OF _______, 2022 BY AND BETWEEN THE CITY OF BLOOMINGTON, HEREINAFTER REFERRED TO AS LPA AND LOCHMUELLER GROUP, INC. HEREINAFTER REFERRED TO AS CONSULTANT.

WITNESSETH

WHEREAS, the LPA and CONSULTANT did on August 6, 2019 enter into an Agreement to provide services for the 17th Street Multimodal Improvements from Monroe Street to Grant Street, INDOT DES No: 190042, and

WHEREAS, due to property owner issues with three parcels during the right-of-way acquisition phase, additional design, project management and utility coordination is required to modify the design of the proposed trail adjacent to these parcels, and

WHERAS, the LPA desires to split the project into two (2) bid packages, and

WHEREAS, the LPA desires to have CONSULTANT provide the additional services required to modify the design and plans to reduce the impacts to two (2) property owners and eliminate the need for right-of-way from one (1) property owner and to split the plans and bid documents into two bid packages, and

WHEREAS, the CONSULTANT has expressed an interest in providing the additional required services, and

WHEREAS, in order for the CONSULTANT to provide the additional services, it is necessary to amend the original agreement, and

NOW, THEREFORE, it is agreed by and between both parties that the original agreement be amended as follows:

I. Section IV Compensation on page one of the original Contract is modified as follows:

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$837,997.00

II. Item 16.0 ADDITIONAL ROADWAY DESIGN, PROJECT MANAGEMENT AND UTILITY COORDINATION added to Appendix "A" as follows:

- 16.0 ADDITIONAL ROADWAY DESIGN, PROJECT MANAGEMENT AND UTILITY COORDINATION
 - 16.1 Redesign the path along and near Parcel 33 and Motels of Bloomington to keep the path within the existing right-of-way.
 - 16.2 Review design alternatives and project management related to help minimize impacts and remain within existing right-of-way near Parcels 32 (Yang) and 36 (Elkins).
 - 16.3 Provide additional utility coordination with Duke Transmission on pole locations near Parcels 32 (Yang) and 33 (Motels of Bloomington).
 - 16.4 Split the project into two (2) construction contracts with each package including design plans, quantities, cost estimates, special provisions, and submittal documentation to INDOT and the LPA.
 - 16.5 Provide utility staking to assist in the relocation of utilities ahead of letting.

III. Item 4.0 is added to Appendix "C" as follows:

4.0 Right-of-way and Utility Staking within eight (8) weeks of received the notice-to-proceed.

IV. Item 1.0 of Appendix "D" is replaced in its entirety with the following:

- 1.1 The CONSULTANT shall receive compensation for such professional services under Appendix "A" of this Contract in the amount of a total fee not-to-exceed Eight Hundred Thirty-Seven Thousand Nine Hundred Ninety-Seven Dollars (\$837,997.00) unless an amendment to this Contract is approved in writing by the LPA.
- 1.2 The CONSULTANT shall receive compensation for providing the services set forth in Items 1.0 through 8.0, inclusive, and 15.0 of Appendix "A" on a lump sum basis in accordance with the following schedule:

1.2.1	Topographic Survey Data Collection	\$47,100.00
1.2.2	Environmental Document	\$49,300.00
1.2.3	Public Involvement - Public and Property Owner Meetings	\$12,000.00
1.2.4	Water Resource/Stormwater Permitting	\$7,100.00
1.2.5	Road Design and Plans	\$297,350.00
1.2.6	Traffic Signal Design and Plans	\$15,900.00
1.2.7	Project Management/Project Website Update	\$20,050.00
1.2.8	Utility Coordination	\$23,600.00
1.2.9	Phase II Limited Subsurface Investigation	\$7,362.00
1.2.10	Right-of-Way Utility Staking	\$8,100.00

1.3 The CONSULTANT shall receive payment for Geotechnical Investigation Services performed under Item10.0 of Appendix "A" of this Contract on a unit price basis per the schedule set forth in Exhibit "1", attached to this Contract and made an

- integral part hereof. The total payment for these services shall not exceed \$37,050.00, unless approved by the LPA.
- 1.4 The CONSULTANT shall receive as payment for the Right-of-Way Engineering Services performed under Item 11.0 of Appendix "A" of this Contract based on the specific cost per unit multiplied by the actual units of work performed, in accordance with the following schedule:

		<u>Quantity</u>	<u>Unit Price</u>	<u>Subtotal</u>
1.5.1	Title Research	42 Parcels	@ \$400.00	\$16,800.00
1.5.2	Right-of-Way Engineering	34 Parcels	@ \$2,300.00	\$78,200.00
1.5.3	Right-of-Way Staking	34 Parcel	@ \$350.00	\$11,900.00
1.5.4	Appraisal Problem Analysis	34 Parcels	@ \$240.00	\$8,160.00
1.5.5	Combined or Eliminated Parcels	8 Parcels	@ \$500.00	\$4,000.00
		٦	otal :	\$119,060.00

- 1.6 The CONSULTANT shall receive payment for Revising Parcel Plats and Descriptions and Re-Staking services performed pursuant to the following:
- 1.7 The CONSULTANT shall receive payment for Items 14.1 through 14.7 of Appendix "A" of this Contract in accordance with the following fee schedule:

	Fee
Work Performed	Per Parcel
Appraising-Waiver Valuation	\$680.00
Appraising-Value Finding	\$1,930.00
Appraising-Short Form: Any Property Type (Improved or Unimproved)	\$2,835.00
Appraising-Short Form: Residential /AG (with affected improvements or total take)	\$3,175.00
Appraising-Short Form: Commercial/Industrial/Multi-family/Special/Billboard (WAITT)	\$4,530.00
Appraising-Long Form: Any Property Type (Unimproved)	\$3,405.00
Appraising-Long Form: Residential AG (Improved)	\$4,530.00
Appraising-Long Form: Commercial/Industrial/Multi-family/Special (Improved)	\$11,340.00
Appraising-Excess Land Appraisal	\$650.00
Review-Waiver Valuation	\$410.00
Review-Value Finding	\$970.00
Review-Short Form: Any Property Type (Improved or Unimproved)	\$1,360.00
Review-Short Form: Residential /AG (with affected improvements or total take)	\$1,535.00
Review-Short Form: Commercial/Industrial/Multi-family/Special/Billboard (WAITT)	\$2,160.00
Review-Long Form: Any Property Type (Unimproved)	\$1,620.00
Review-Long Form: Residential AG (Improved)	\$2,160.00

	Fee
Work Performed	Per Parcel
Review-Long Form: Commercial/Industrial/Multi-family/Special (Improved)	\$5,220.00
Buying-Total/Partial Acquisition	\$2,030.00
Buying-Temporary/Access Rights	\$1,695.00
Minor Revision to R/W	\$500.00
Re-Staking Parcel	\$750.00
Right-of-Way Management	\$1,230.00

1.8 The fee for Items 14.1 through 14.7 of Appendix "A" is estimated based on the number of parcels, type of work performed for each parcel, a contingency for additional parcels and/or changes to the work type performed for each parcel, and the potential need for Condemnation Proceedings. The estimated fee is based on the following schedule:

Work Performed	Actual Number of Parcels	Fee Per Parcel	Totals
Appraising-Waiver Valuation	10	\$680.00	\$6,800.00
Appraising-Value Finding	22	\$1,930.00	\$42,460.00
Appraising-Short Form: Any Property Type	1	\$2,835.00	\$2,835.00
Appraising-Short Form: Commercial/Industrial/Multi-			
family/Special/Billboard (WAITT) AG (with affected			
improvements or total take)	0	\$4,530.00	\$0.00
Appraising-Long Form: Commercial/Industrial/Multi-			
family/Special (Improved)	0	\$11,340.00	\$0.00
Review-Waiver Valuation	10	\$410.00	\$4,100.00
Review-Value Finding	22	\$970.00	\$21,340.00
Review-Short Form: Residential/AG (with affected			
improvements or total take)	1	\$1,360.00	\$1,360.00
Review-Short Form: Commercial/Industrial/Multi-			
family/Special/Billboard (WAITT)	0	\$2,160.00	\$0.00
Review-Long Form: Commercial/Industrial/Multi-			
family/Special (Improved)Residential AG (Improved)	0	\$5,220.00	\$0.00
Buying-Total/Partial Acquisition	29	\$2,030.00	\$58,870.00
Buying-Temporary/Access Rights	4	\$1,695.00	\$6,780.00
Right-of-Way Management	33	\$1,230.00	\$40,590.00
Contingency			\$980.00
Total Estimated Fee			\$186,115.00

1.9 In consideration of condemnation proceedings, the LPA agrees to pay the Rightof-Way Manager, Appraiser, Review Appraiser, Buyer, Relocation Agent, and Design Engineer on a daily basis (or on a pro-rata basis for less than an eight-hour day) the following sums:

	Pre-Trial Conference	Expert Witness
	and Preparation:	Testimony in Court:
R/W Manager	\$1,200/Day	\$1,200/Day
Appraiser	\$1,000/Day	\$1,000/Day
Review Appraiser	\$1,200/Day	\$1,200/Day
Buyer	\$1,000/Day	\$1,000/Day
Design Engineer	\$1,200/Day	\$1,200/Day

- 1.10 The amount of final compensation will be adjusted according to the actual number and type of units of work performed.
- 1.11 The LPA, for and in consideration of the rendering of the services provided in Item 12.0 Construction Phase Office Services of Appendix "A" of this Contract, agrees to pay the CONSULTANT on the basis of the aggregate total of the actual hours of work performed by essential personnel exclusively working on the Contract. The total amount to be paid to CONSULTANT shall be the sum of the total direct salary and wages of each employee, plus the amount of the CONSULTANT's overhead cost which shall be computed by multiplying the sum of the direct salary and wages by the CONSULTANT's INDOT approved provisional overhead rate at the time the services where provided, plus 9.5% profit. The total compensation to be paid to the CONSULTANT shall not exceed \$5,000.00, unless approved by the LPA.

Except as herein modified, changed, and amended, all terms and conditions of the original Contract dated August 6, 2019, Amendment No. 1 dated May 25, 2021, and Amendment No. 2 dated November 30, 2021 shall continue in full force and effect.

This Amendment No. 3 reduces the previous not-to-exceed fee of \$839,745.00 by \$1,748.00 to a new not-to-exceed fee of \$837,997.00.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment No. 3 effective the day and year first above written.

LOCHMUELLER GROUP, INC.	CITY OF BLOOMINGTON	
	BOARD OF PUBLIC WORKS	
Douglas & Shatto		
Douglas S. Shatto, PE, PTOE	Kyla Cox Deckard	
President/Chief Executive Officer		
Attest: Matthew E. Wannemuehler Vice President/Chief Administrative Officer	Beth H. Hollingsworth	
	Elizabeth Karon	
	Beth Cate	
	Corporation Counsel	



Board of Public Works Staff Report

Project/Event:

Request from Reed and Sons Construction for lane

restrictions on E 19th St east of N Walnut St

Staff Representative:

Paul Kehrberg

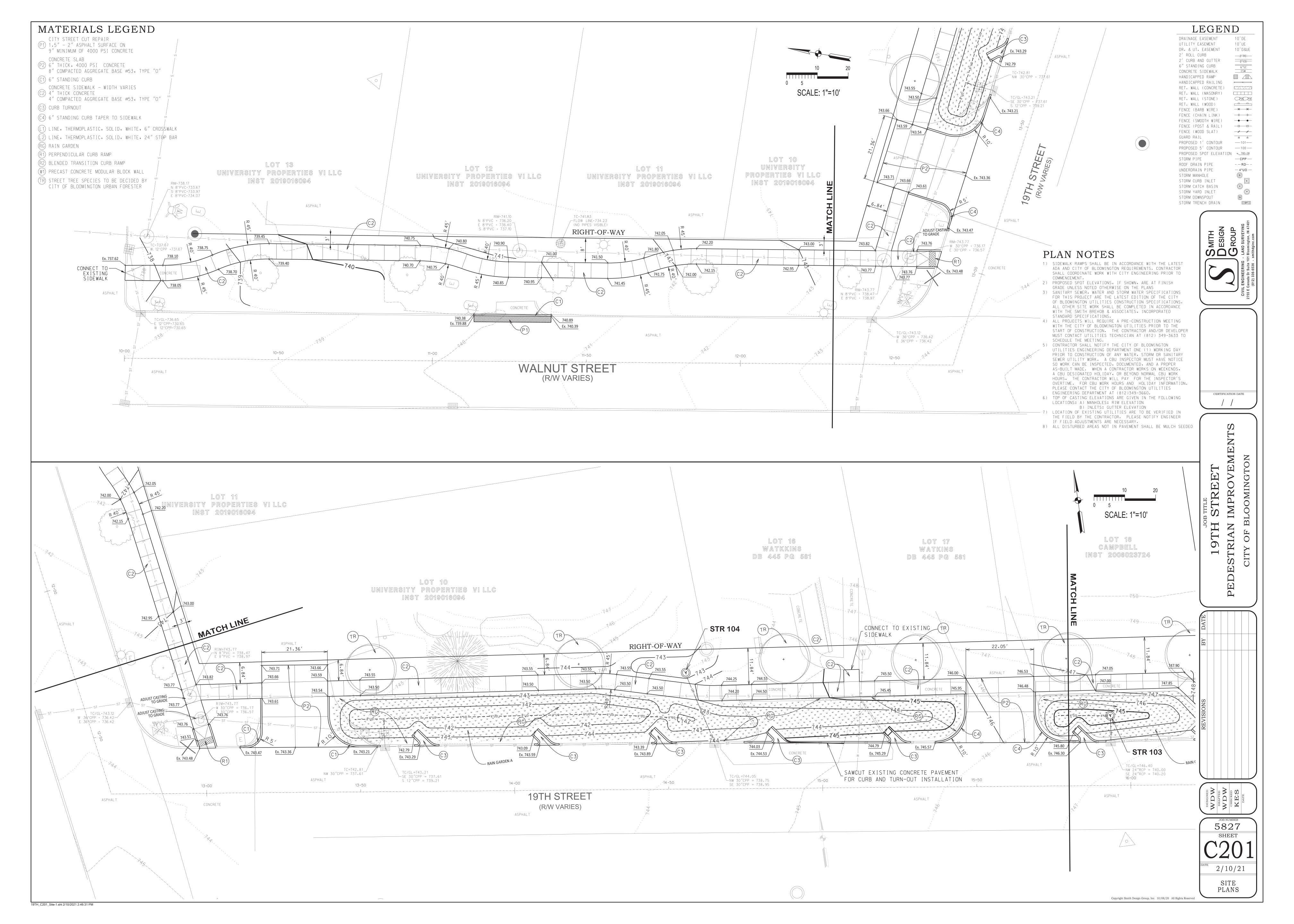
Petitioner/Representative:

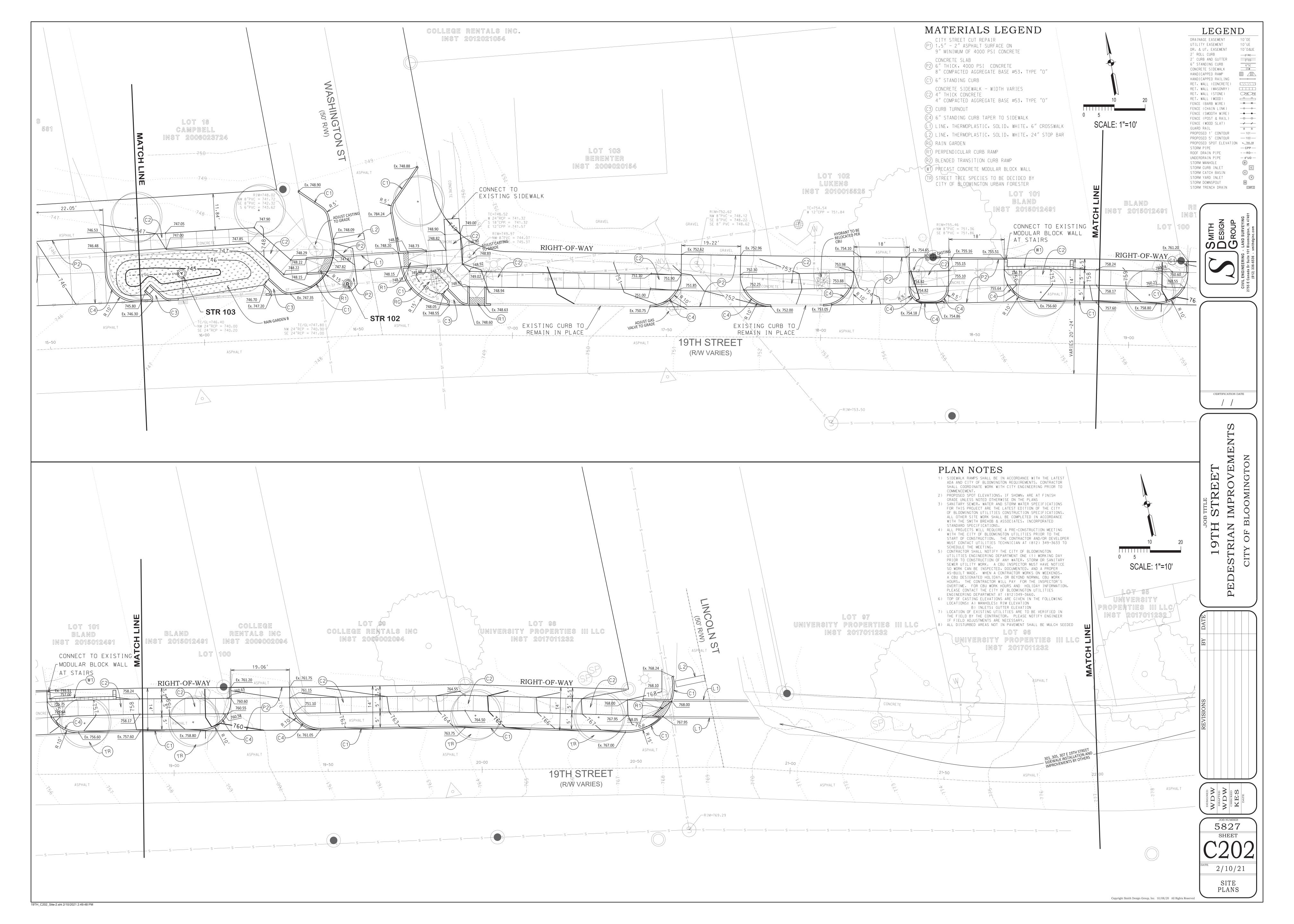
Tom Smith, Reed and Sons

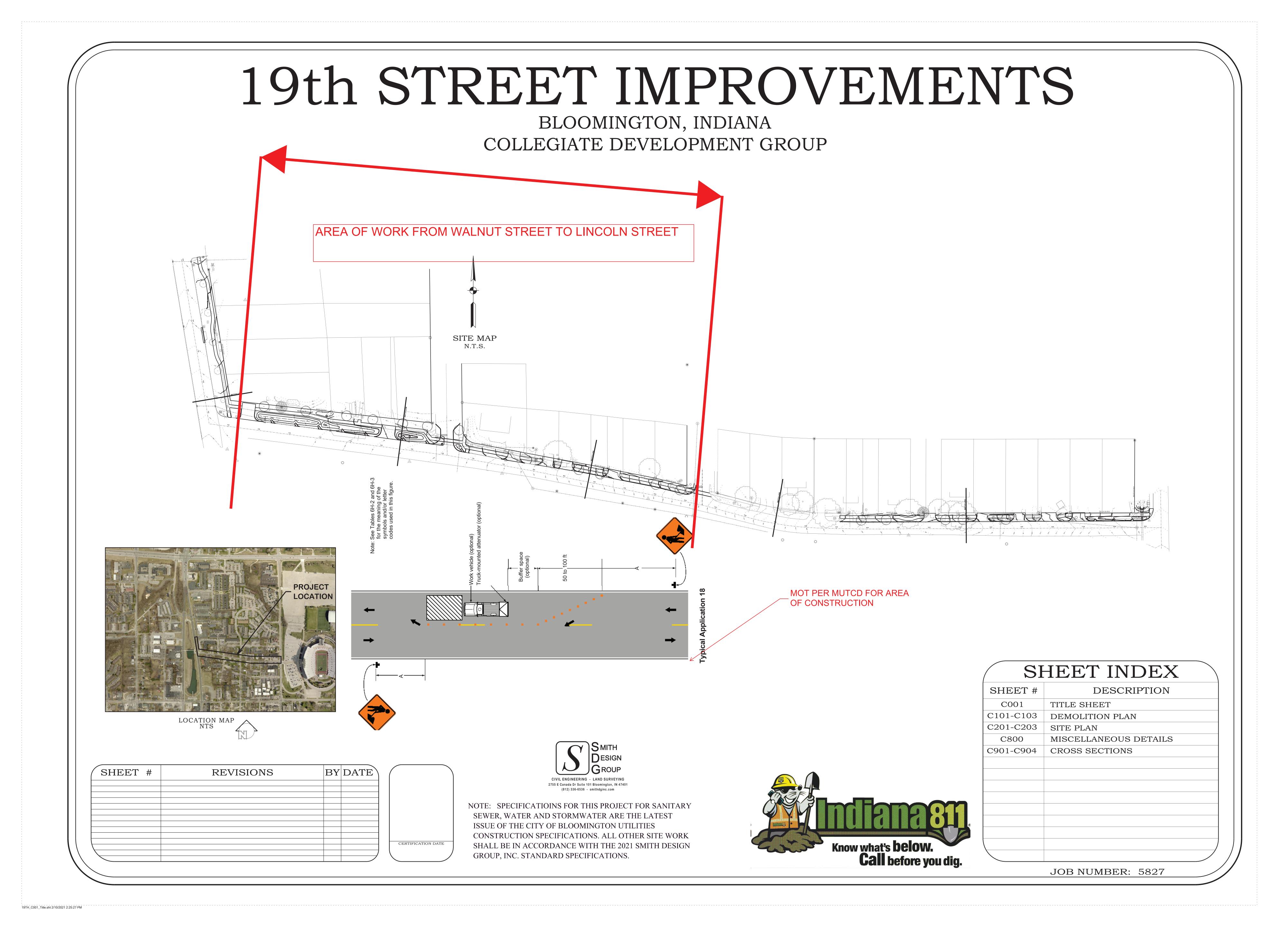
Date:

May 24, 2022

Report: Reed and Sons Construction will be constructing a new sidewalk along N Walnut St north of E 19th St. Then, they will continue on E 19th St from N Walnut St to N Lincoln St. This sidewalk is a condition of approval for the project currently under construction at 1800 N Walnut St. The new sidewalks will fill in some missing sections to achieve connectivity. Reed and Sons is requesting lane restrictions along E 19th St when they complete the construction. The project is scheduled from June 1 to August 20, 2022.









CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

■ ROW EXCAVATION □ ROW USE

ADDRESS OF ROW ACTIVITY: 19th ST between Lincoln and Walnut

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 OF NOW METIVITY: 19th 31 betw	veen Lincom and wanted
A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:
APPLICANT NAME: Tom Smith	■ CONES □ ARROWBOARD
E-MAIL: tom@reedandsonsonsconstruction.com	■ LIGHTED BARRELS ■ TYPE 3 BARRICADES
COMPANY: Reed & Sons Construction, Inc.	☐ FLAGGERS ☐ BPD OFFICER
ADDRESS: 299 Moorman Rd	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND
CITY, STATE, ZIP: Bloomington, IN 47403	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
24-HR EMERGENCY CONTACT NAME: Shannon Reed	site plan if needed or you can submit a separate sheet E. METERED PARKING SPACES NEEDED: □ Y ■ N
24-HR CONTACT PHONE #: (812) 320-7313	
INSURANCE #*: A34290903 COMPANY: Westbend	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/
BOND#*: IN 31952 COMPANY: Merchants	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	F. IS THIS A □ CBU* □ COUNTY* □ IU* □ NP* PROJECT?
SUBCONTRACTOR INFORMATION	PROJECT NAME: 19th Street Improvements Collegiate Devp
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #: Joint City Waiver? 19th Street s/w
COMPANY NAME:	PROJECT MGR.: Sara Gomez - City of Bloomington
B. WORK DESCRIPTION:	PROJECT MGR. #: Eric Engelbrecht - Subtext living
□ POD/DUMPSTER □ CRANE □ SCAFFOLDING ■ CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
(EXPLAIN):	G. EXCAVATIONS:
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF PAVEMENT EXCAVATIONS : 632
C. RIGHT OF WAY TO BE USED/CLOSED:	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
STREET NAME 1: 19th Street	SQ FT OF NON-PAVEMENT* EXCAVATIONS: 4293
1ST INTERSECTING STREET NAME: Lincoln St	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
2ND INTERSECTING STREET NAME: Walnut St	LINEAL FT OF BORE*: 0
□ ROAD CLOSURE ■ LANE CLOSURE 1 □ 2 □ 3 □	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS
■ SIDEWALK* □ BIKE LANE □ OTHER	# OF POLE INSTALLATIONS/REMOVAL:
TRANSIT STOP? ☐ Y ■ N PARKING LANE(S)** ■ Y ☐ N **NON-METERED	SQ FT OF SIDEWALK RECONSTRUCTION*: 1600 *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
START DATE: 06/01/22 END DATE: 8/20/22 # 0F DAYS*: 78	
START DATE: OOIO 1/22 END DATE: OIZO/22 # OF DAYS: 10	SQ FT OF SIDEWALK NEW CONSTRUCTION*: 2765
STREET NAME 2: Walnut St	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE #RESIDENTIAL DRIVEWAY INSTALLATION: 2500 sf 6 each
1ST INTERSECTING STREET NAME: 19th Street	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY,
	7 DAYS A WEEK CALL 811 OR 800-382-5544
2ND INTERSECTING STREET NAME:	CALL 2 WODKING DAYS BEEDE VOILDIG
□ ROAD CLOSURE □ LANE CLOSURE 1 □ 2 □ 3 □	Know what's below. Call before you dig. ITS THE LAW.
■ SIDEWALK* □ BIKE LANE □ OTHER TRANSPIT CTORS □ V ■ N. DARVING LANE (C)** □ V ■ N. **NON METERER	H. INDEMNIFICATION AGREEMENT:
TRANSIT STOP? Y N PARKING LANE(S)** Y N **NON-METERED	The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the
START DATE: 6/6/22 END DATE: 7/16/22 # OF DAYS*: 40	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
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	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,
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	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.
STANDARD CLOSURE HOURS *NON-STANDARD CLOSURE HOURS	I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE
REQUESTED CLOSURE HOURS: 24 hours AM - PM	FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: R. Shannon Reed
*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	SIGNATURE:
(7AM to 9PM for pneumatic hammers)	DATE: 05-02-2022
For Administration Use Only (applicable to CLOSUDE approved)	
For Administration Use Only (applicable to CLOSURE approval)	
Approved By: BPW City E	ngineer Director Date:
Staff Representative: Phone#:	Date:



Staff Report

Project/Event: Request from Goodman Construction for a lane

closure on N Walnut St

Staff Representative: Paul Kehrberg

Petitioner/Representative: Dayne Goodman, Goodman Construction

Date: May 24, 2022

Report: Goodman Construction is requesting a lane closure on N Walnut St north of E 19th St. They will be rerouting approximately 165 feet of City water main as part of the project at 1800 N Walnut St. The work is planned for June 20 to July 1, 2022. The closure will be in the east lane adjacent to the project.

Goodman Construction Co. Inc.
2597 W. Fountain Dr.
Bloomington, IN 47404
Tel. 812-822-0748
dayne@goodmanconstructionco.com
derrick@goodmanconstructionco.com



May 16th, 2022

Board of Public Works City of Bloomington 401 North Morton Street Bloomington, IN 47404

RE: Lane Closure for 1800 N Walnut project located in Bloomington, IN

Dear Board Members,

Goodman Construction Co. Inc. is needing to perform a reroute for the water main for the 1800 N Walnut project at the address of 1800 N. Walnut, Bloomington, IN. Goodman Construction Co. Inc. is respectfully requesting a temporary lane closure in front of site in the East Lane. With this closure, it will also help with the safety of GCC personnel as we are on a busy street, we will be excavating in approximately 165 feet long by 6 feet deep for the reroute of water main. Also, this closure will help GCC to perform with better efficiency and safety for general public. Goodman Construction Co. Inc. is requesting the closure for the East Lane from June 20th, 2022 through July 1st, 2022.

Goodman Construction Co. Inc. will coordinate with the City of Bloomington and City of Bloomington Utilities to ensure that this closure is well communicated, and all transit providers know about this closure. Therefore, Goodman Construction respectfully request that the board of Public Works approves the restrictions referenced above from June 20^{th} , 2022 through July 1^{st} , 2022.

Thank you,

Dayne Goodman - 812-798-3260

Dayer A. Grib

Goodman Construction Co. Inc. 2597 W. Fountain Dr. Bloomington, IN 47404 Tel. 812-822-0748 dayne@goodmanconstructionco.com



May 16th, 2022

RE: Lane closure for 1800 N project located at 1800 North Walnut Street, Bloomington, IN

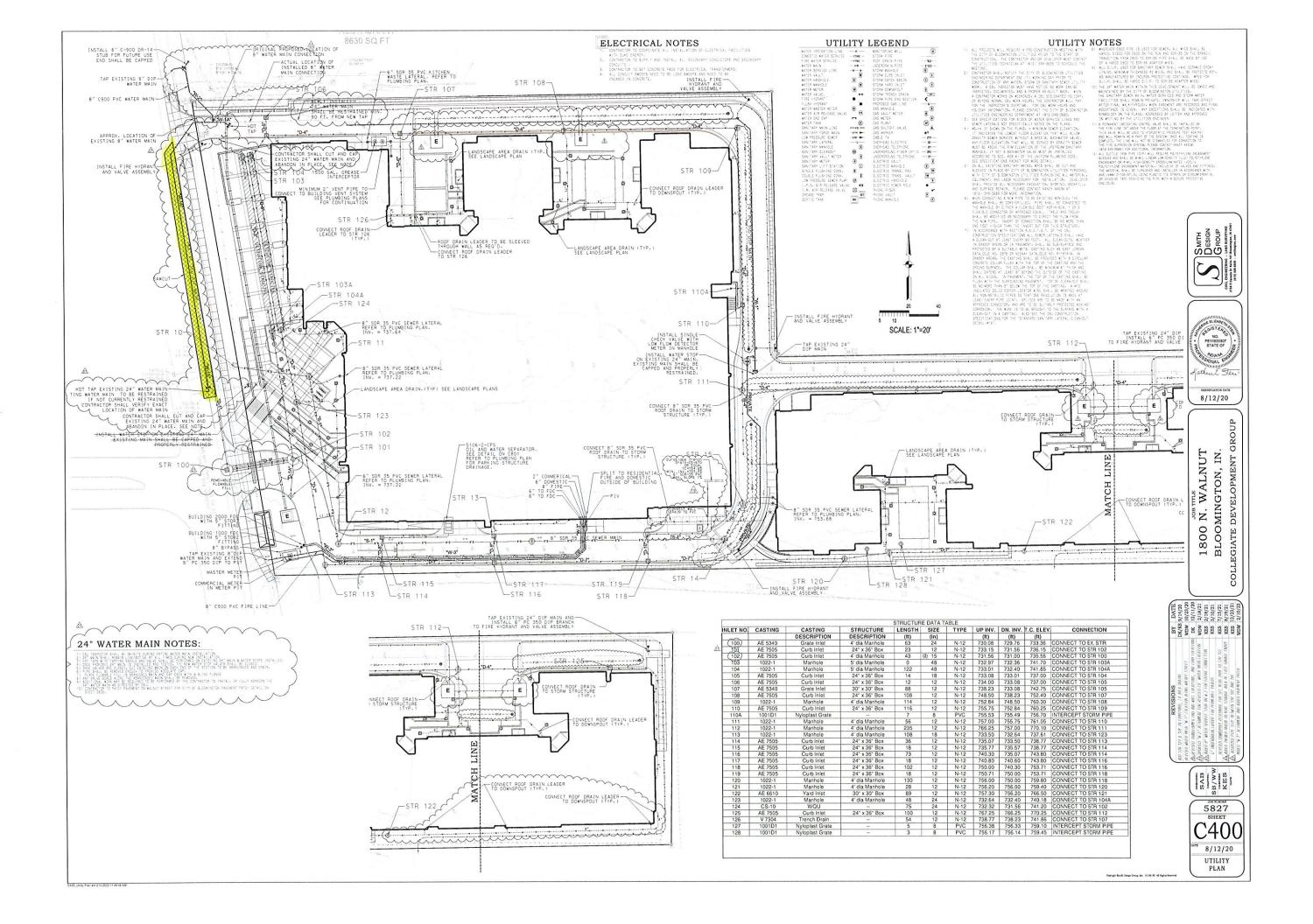
To Whom It May Concern,

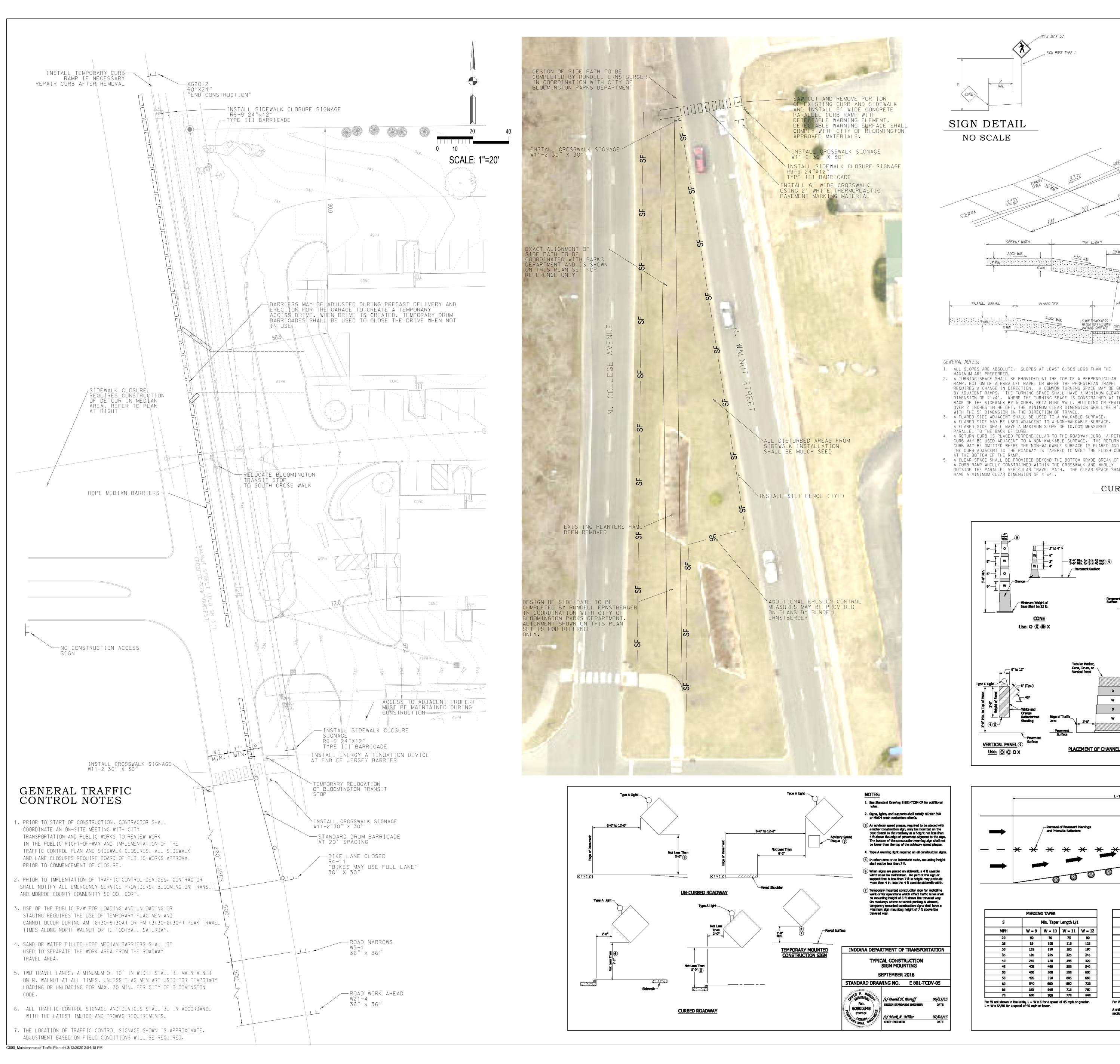
Goodman Construction Co. Inc. is needing to perform a storm water connection for the 1800 N Walnut project at the address of 1800 N. Walnut, Bloomington, IN. Goodman Construction Co. Inc. is respectfully requesting a temporary lane closure for the East side lane of Walnut St. for pedestrian safety to the Board of Public Works on May 24th, 2022 at 5:30 pm. With this closure, it will also help with the safety of GCC personnel as we are on a busy street, we will be excavating in approximately 165 feet long by 6 feet deep for the reroute of the water main. Also, this closure will help GCC to perform with better efficiency. Goodman Construction Co. Inc. is requesting the closure of the East Lane of N Walnut for the dates of June 20th, 2022 through July 1st, 2022.

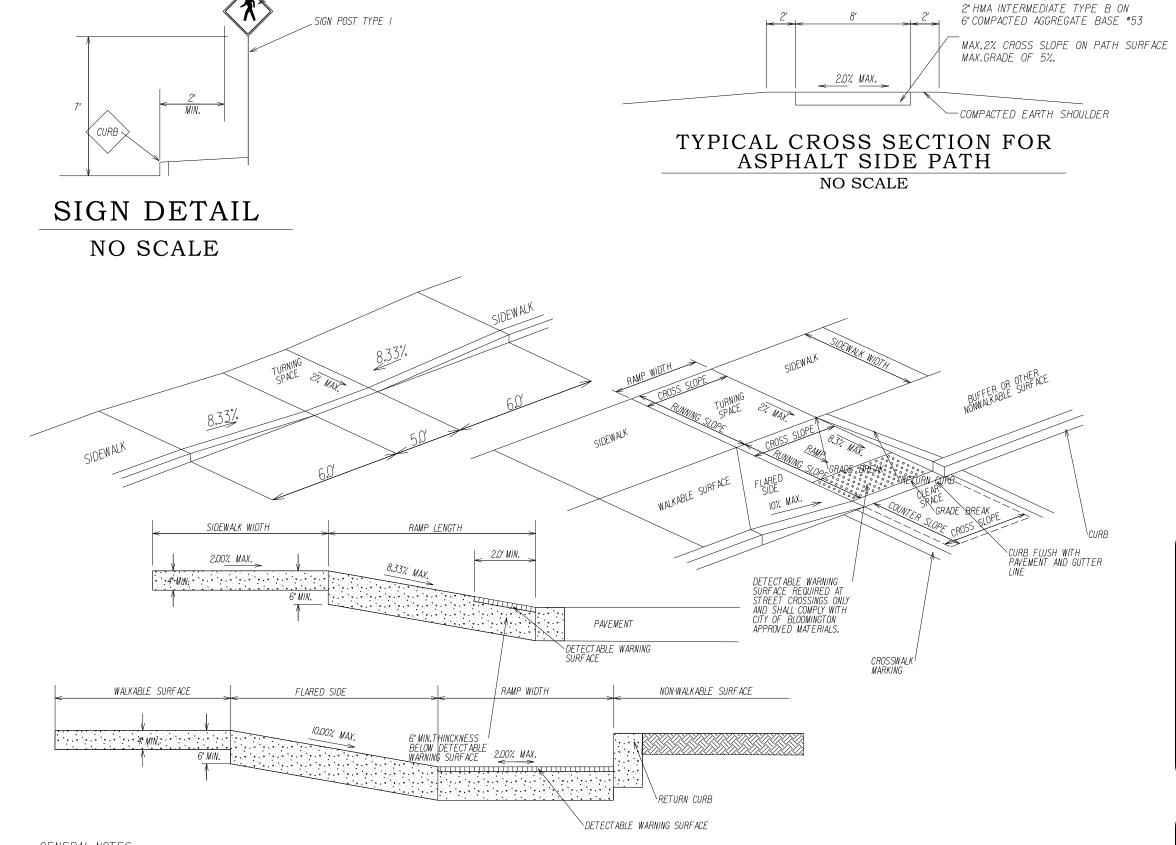
Goodman Construction Co. Inc. will coordinate with the City of Bloomington and City of Bloomington Utilities to ensure that this closure is well communicated, and all transit providers know about this closure on June 20^{th} , 2022 through July 1^{st} , 2022.

Thank you,

Dayne Goodman - 812-798-3260







ARE NOT PLACED AT DRIVEWAY OR ALLEY CROSSINGS. THE DETECTABLE WARNING SURFACE SHALL EXTEND A MINIMUM OF 2' IN THE DIRECTION OF PEDESTRIAN REQUIRES A CHANGE IN DIRECTION. A COMMON TURNING SPACE MAY BE SHARED TRAVEL AND BE PLACED THE ENTIRE WIDTH OF THE RAMP. BY ADJACENT RAMPS. THE TURNING SPACE SHALL HAVE A MINIMUM CLEAR 7. THE RUNNING SLOPE OF THE RAMP SHALL BE MEASURED PARALLEL TO THE DIMENSION OF 4'x4'. WHERE THE TURNING SPACE IS CONSTRAINED AT THE BACK OF THE SIDEWALK BY A CURB, RETAINING WALL, BUILDING OR FEATURE DIRECTION OF PEDESTRIAN TRAVEL. A) A RUNNING SLOPE OF 2.00% OR LESS IS CONSIDERED LEVEL.

B) A RAMP SHALL HAVE A MAXIMUM RUNNING SLOPE OF 8.33%. OVER 2 INCHES IN HEIGHT, THE MINIMUM CLEAR DIMENSION SHALL BE $4' \times 5'$ C) A TURNING SPACE SHALL HAVE A MAXIMUM RUNNING SLOPE OF 2.00%. 8. UNLESS OTHERWISE NOTED, THE MINIMUM WIDTH OF THE RAMP SHALL BE 5'. WITH THE 5' DIMENSION IN THE DIRECTION OF TRAVEL. 3. A FLARED SIDE ADJACENT SHALL BE USED TO A WALKABLE SURFACE. A FLARED SIDE MAY BE USED ADJACENT TO A NON-WALKABLE SURFACE. 9. THE CROSS SLOPE OF A RAMP OR TURNING SPACE SHALL BE MEASURED PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL. A FLARED SIDE SHALL HAVE A MAXIMUM SLOPE OF 10.00% MEASURED A) THE MAXIMUM CROSS SLOPE OF A PEDESTRIAN STREET CROSSING WITHOUT 4. A RETURN CURB IS PLACED PERPENDICULAR TO THE ROADWAY CURB. A RETURN STOP OR YIELD CONTROL SHALL BE 5.0%. CURB MAY BE USED ADJACENT TO A NON-WALKABLE SURFACE. THE RETURN B) THE MAXIMUM CROSS SLOPE OF A PEDESTRIAN STREET CROSSING WITH CURB MAY BE OMITTED WHERE THE NON-WALKABLE SURFACE IS FLARED AND STOP OR YIELD CONTROL SHALL BE 2.0%.

THE CURB ADJACENT TO THE ROADWAY IS TAPERED TO MEET THE FLUSH CURB AT THE BOTTOM OF THE RAMP. 5. A CLEAR SPACE SHALL BE PROVIDED BEYOND THE BOTTOM GRADE BREAK OF A CURB RAMP WHOLLY CONSTRAINED WITHIN THE CROSSWALK AND WHOLLY OUTSIDE THE PARALLEL VEHICULAR TRAVEL PATH. THE CLEAR SPACE SHALL HAVE A MINIMUM CLEAR DIMENSION OF 4'x4'.

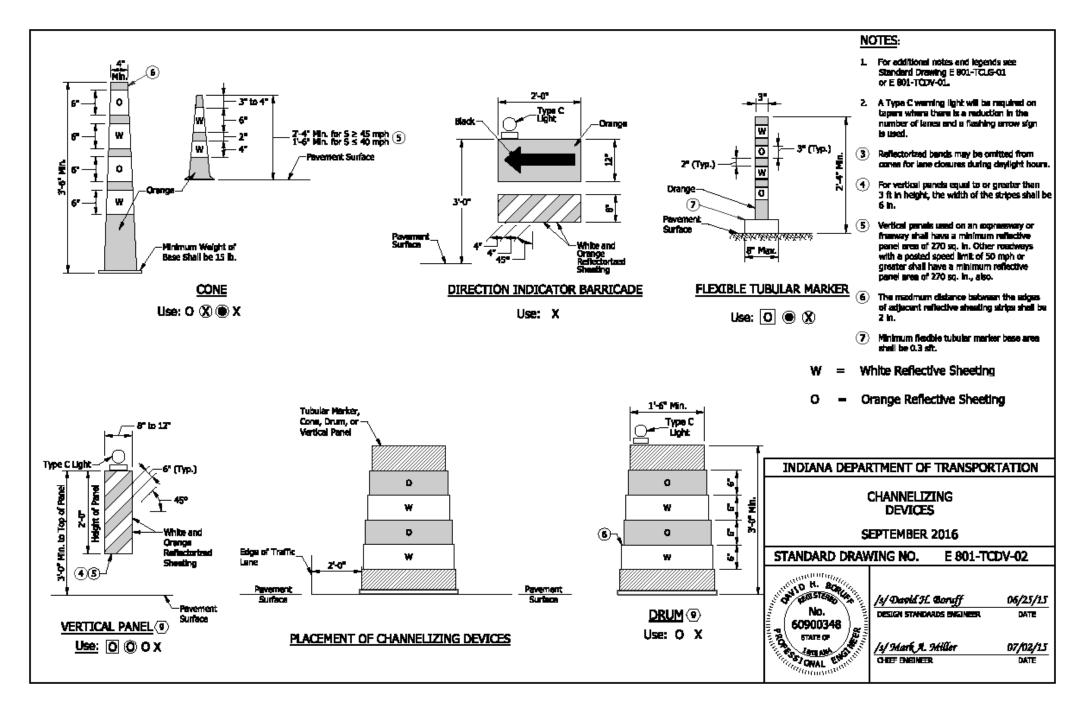
CURB RAMP DETAILS NO SCALE

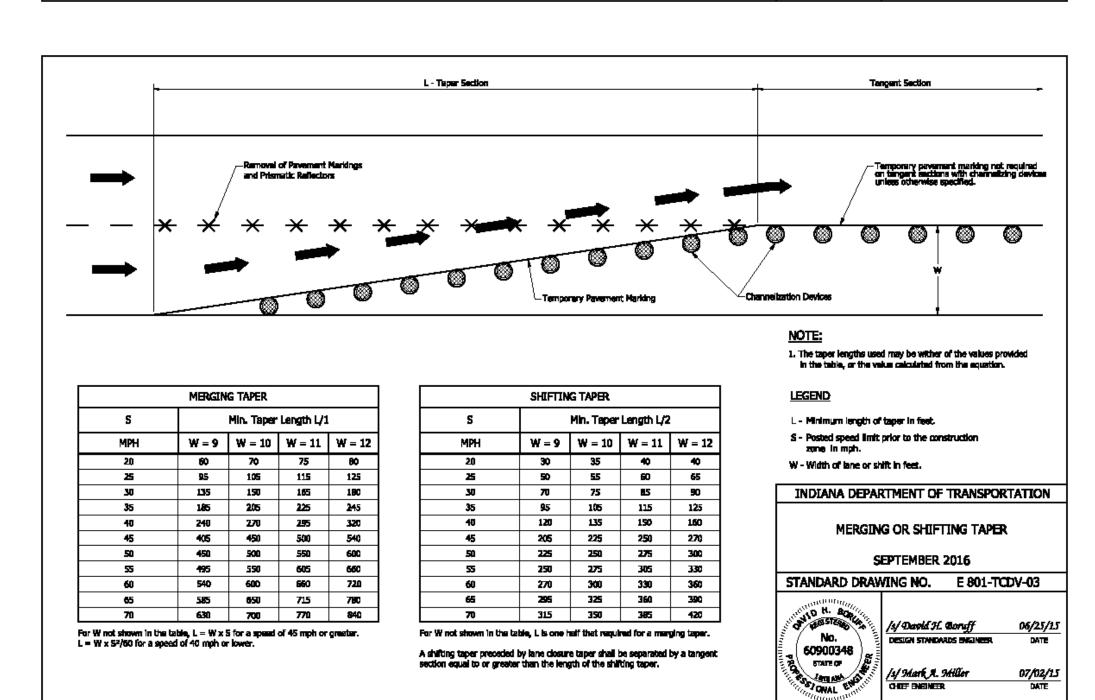
6. A DETECTABLE WARNING SURFACE SHALL CONSIST OF TRUNCATED DOMES AND

10. OBJECTS SUCH AS UTILITY COVERS, VAULTS, FRAMES, GRATES, CASTINGS,

SHALL NOT BE LOCATED WITHIN THE RAMP OR TURNING SPACES.

AND BE PLACED AT EACH STREET, HIGHWAY OR RAILROAD CROSSING, SURFACES





8/12/20 NU MI DE 80

SB

PE11600307

STATE OF

CERTIFICATION DATE

SAB
DRAFTED
DRAFTED
CHECKED
KES JOB NUMBER 5827

SHEET

8/12/20 MAINTENANCE OF TRAFFIC



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

ADDRESS OR NEAREST ADDRESS

OF ROW ACTIVITY: 1800 N Walnut Bloomington, IN 47404

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

OF ROW ACTIVITY.	9
A. APPLICANT/AGENT INFORMATION:	**CUDCOMBD 4 CHOD MIRCON A TWO NAME
APPLICANT NAME: Derrick Goodman	**SUBCONTRACTOR INFORMATION**
E-MAIL: derrick@goodmanconstructionco.com	(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR
COMPANY: Goodman Construction Co. Inc.	PERMIT) COMPANY NAME: Goodman Construction Co. Inc.
ADDRESS: 2597 W Fountain Dr.	IS THIS A □ CBU* □ COUNTY* □ IU* □NP* PROJECT?
CITY, STATE, ZIP: Bloomington, IN 47404	PROJECT NAME: 1800 N Walnut
24-HR EMERGENCY CONTACT NAME: Brian Walters	PROJECT #:
24-HR CONTACT PHONE #: 812-798-7512	PROJECT MGR.:
ADDITIONAL INFO:	PROJECT MGR.#:
	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	*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): Installing 24" Water Main ale	ong the East Lane of Walnut St. for project
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	
WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?	WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND
STREET NAME: Walnut St.	DEPTH OR LxWxD IN FEET)?
□ ROAD CLOSURE ☑ LANE CLOSURE ☑ 1 □ 2 □ 3	LxWxD OF PAVEMENT* EXCAVATIONS: 165x7x6 *PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURB:
□SIDEWALK* □ BIKE LANE □ OTHER	LxWxD OF NON-PAVEMENT* EXCAVATIONS:
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	LINEAL FT OF BORE*:
START DATE: 6/20/2022 END DATE: 7/1/2022 # 0F DAYS*: 12	*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS
REQUESTED CLOSURE HOURS: 12:00 AM - 11:59 PM	# OF POLE INSTALL/REMOVAL:
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	LxWxD OF SIDEWALK RECONSTRUCTION:
allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
pneumatic hammers) ADDITIONAL NOTES:	LxWxD OF SIDEWALK NEW CONSTRUCTION*:
TIDDITIONID NOTED.	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
	# OF DRIVEWAY INSTALLATIONS:
	" Of DRIVEWIT INSTRUMENTORS.
C. INDEMNIFICATION AGREEMENT:	
The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomin reasonable attorney's fees or any alleged injury and/or death to any person or damage to any propert the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the d	ty arising, or alleged to have arisen out of any act of commission or omission on the part of
I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING R	
PRINT NAME: Derrick Godman	
-	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR
SIGNATURE: <u>Derrick R. Goodman</u>	800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG.
DATE: 5/16/2022	Know what's below. Call before you'dlg. ITS THE LAW.
For Administration Use Only (applicable to CLOSURE approval)	
Approved By:	□City Engineer □Director Date:
Staff Representative: Phone#	Date:



Staff Report

Project/Event: Request from Snedegar Construction for lane and

street closures in the Crestmont Community

Staff Representative: Paul Kehrberg

Petitioner/Representative: Trent Stogsdill, Snedegar

Date: May 24, 2022

Report: Snedegar Construction will be installing new sewer laterals, water mains, and water service. They will also be installing new electric for Duke Energy. This is all part of a larger project that is being completed by the Bloomington Housing Authority. Snedegar is requesting lane closures and some full street closures while they complete the work. The streets included in the work are N Lindbergh Dr, N Illinois St, W Illinois Ct, and W 14th St. The exact dates are still being finalized, but work could span up to one year. Not all of that time will be spent working in the rights of way.



May 17, 2022

Borad of Public Works

City of Bloomington

401 North Morton Street

Bloomington, IN 47404

RE: Crestmont Community, Requested Lane Restrictions

Dear Board Members,

Snedegar Construction, Inc. is planning on excavating/saw-cutting the roadways for the installation of new sewer laterals, water mains, water services, and a new Duke Energy Trunk Line for the Crestmont Community. This work will require some road closures within the Crestmont Community. Residents will continue to have access to their homes during all times of construction. This is an on-going project that could span up to one year. I am attaching a map showing (Highlighted in Blue) the affected areas in which we will be saw-cutting the road throughout the span of the project. The streets highlighted in the community are N Lindbergh Drive, N Illinois Street, W Illinois Ct, and W 14th Street. We will also include a copy of the "Notification Letter" sent out to the residents of the community (which will be attached to the email). The community is not a cut-through for any other area in town, and residents will have access to get in and out of the community all throughout construction. Snedegar Construction's maintenance of traffic plan will provide the proper signage and flagging for the community to ensure the community can safely navigate the streets during construction.

Snedegar Construction will coordinate with the City of Bloomington Utilities, and using Indiana 811, maintain locates to assure all road closures and restrictions are well communicated to assure the safety of all transit drivers. Therefore, Snedegar Construction respectfully request that the Board of Public Works approves the restriction closures for the aforementioned area of the Crestmont Community. If Approved by the Board Members at the meeting Tuesday May 24th at 5:30 PM in the council Chambers, Snedegar would like to start work on the Crestmont Community Project on May 25, 2022. The Meeting Details are as follows:

https://bloomington.zoom.us/j/83800273423?pwd=WExrOWJLVDI0enNKblhVWnIQY0VTUT09

Meeting ID: 838 0027 3423

Passcode: 609028

Sincerely,

Trent Stogsdill, Vice President

6935 S Old State Road 37, Bloomington, Indiana 47403
Phone: 812-824-6889

Fax: 812-824-4801

Email: info@snedegar-construction.com

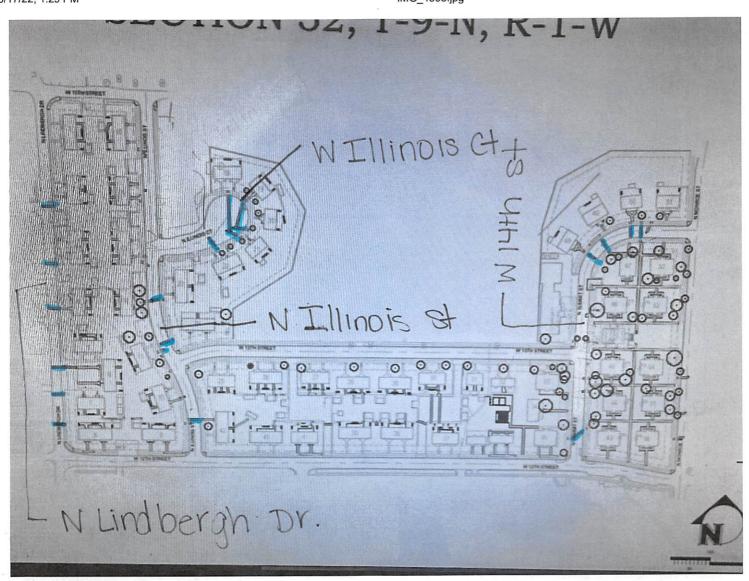
NOTICE!!!!!

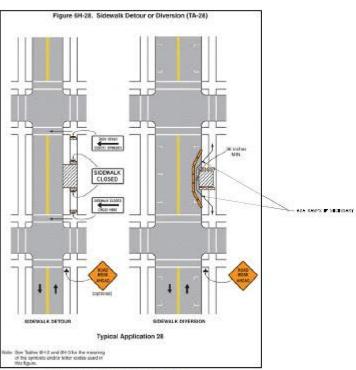
Snedegar Construction, Inc. will be doing utility work in your area starting Wednesday, May 25, 2022.

All Residents Will Be Notified 48 Hours
Prior To Work In Your Area.

Please Expect Some Road Closures In Your Area. All Residents Will Still Have Access In and Out Of The Community!!

For Any Questions Contact Our Office At 812-824-6889





SIDEWALK CLOSURE AND WALK-AROUND DETAIL

MAINTENANCE OF TRAFFIC NOTES

CONTRACTOR IS REPORTED FOR INSTRUMENT OF TRAFFIC, AS INSTRUMENT TRANSPORT OF THE PRODUCT OF THE PROPERTY PROPERTY OF THE PROPE

Production and use in property or intervene control indicators and intervene control or all.

 Production is sufficient in property or in LLL Trades result and record or intervene control or indicators or intervene control or interv

PRODUCT CONTROL OF THE PROPERTY AND A SECURITY OF THE WORKS, AND A SECURITY OF THE WORKS, AND A SECURITY OF THE WORKS, AND A SECURITY OF THE PROPERTY AND A SECURITY OF THE WORKS OF THE PROPERTY AND A SECURITY OF THE WORKS

Notes for Figure 6H-10 Typical Application 10 Lane Closure on a Two-Lane Road Using Pluggers

- For Low-volume silentime well short work means on similar conference where the flagger is reside to read some approaching from both directions, a single flagger, positioned in the riside to read users approaching from both directions, may be only two Chapter OS.
 The BOAD WORS, AUEAD and the EVD FOAD WORS, signs may be consisted for above learning.
- operations.

 3. Flashing warning lights and/or flags may be used to call attention to the alvance worning signs.
 A Bit PALPARED TO 8000 sign may be added to the sign series.
- The heffer space should be awarded so that the two-way traffic eaper to placed before a horizontal
 for creat sortical currents provide adequate sight diseases for the fraggerand a quine of expend
 relation.

Standard: 5. At night, fugger stations shall be illuminated, except in emergencies.

Guidance:

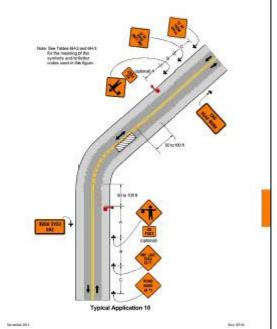
- 6. When need, the SS PEEFARED TO STOP sign-should be decaded between the Flagger sign and the GFE LANK BORD sign, and the GFE LANK BORD sign with the chief of the state of
- remining from the lane cleaner neight attend drough the grade armsing for LTC aims should be extending an fact the neighbor assessment of the parties of the lane and lane an

11. A flagger or a uniformed law enforcement officer may be used at the grade crossing to maintaine the postability that whiches are stopped within 15 flort of five gradecrossing, measured from both sides of the outside salls.

201 IMUTOD

Page 663

Figure 6H-10, Lane Closure on a Two-Lane Road Using Flaggers (TA-10)



Employer bank being through him to 3 to 100
02/11/2

CRESTMONT COMMUNITY BLOOMINGTON, INDIANA



610

02/11/ MAINTENAN



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

ADDRESS OR NEAREST ADDRESS

OF ROW ACTIVITY:

OF

or wow working the control of the co	. 001111011116 110204
A. APPLICANT/AGENT INFORMATION:	
A. APPLICANT/AGENT INFORMATION: APPLICANT NAME:	**SUBCONTRACTOR INFORMATION** (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: 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 USE* □ GAS □ ELECTRIC □ SANITARY SEWER □ WATER
☐ TELECOM ☐ OTHER (EXPLAIN): *EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	The state of the s
WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED? STREET NAME: ROAD CLOSURE LANE CLOSURE 1 2 3 SIDEWALK* BIKE LANE OTHER *SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW START DATE: 5 25 2 END DATE: # OF DAYS*: REQUESTED CLOSURE HOURS: AM - DM *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: *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 Bloomin reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the di I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING RI PRINT NAME: SIGNATURE: DATE: DATE:	y arising, or alleged to have arisen out of any act of commission or omission on the part of rect or indirect result of the public right-of-way use pursuant to this permit grant.
For Administration Use Only (applicable to CLOSURE approval) Approved By:	☑City Engineer ☑Director Date:

Staff Representative: _____ Phone#: ____ Date:____



Board of Public Works Staff Report

Project/Event: Request from Duke Energy for right of way use on

N Morton Street from W 7th Street to W 10 Street

Staff Representative: Christina Smith

Petitioner/Representative: Craig Barker, Duke Energy

Date: May 24, 2022

Report: Duke Energy is requesting right of way use on the behalf of their sub-contractor 5 Star Electric LLC along N Morton Street from W 10th Street to W 7th Street from May 23, 2022 to June 24, 2022. The use of the right of way will facilitate the Department of Public Works' Phase 2 of the Showers Street Lighting LED Conversion Project. The exsiting lights were installed in 1994 and are at the end of their life.

This work will take place along the west side of N Morton Street starting at Monroe County's parking lot entrance and will proceed south to City Hall's parking lot entrance. This work will consist of the removal of existing street lights and the installation of new LED street lights.

Duke Energy has provided the Engineering Department with a maintenance of traffic (MOT) plan along with a completed Right of Way Use Permit Application. The MOT will result in a rolling lane restriction and sidewalk closures as the project moves south. Flaggers and traffic cone delineators will be used to define the lane restriction so traffic moves along N Morton Street in a safe manner.

Advance warning signs such as sidewalk closed cross here will be placed at the intersections of W 10th Street & N Morton Street and W 7th Street & N Morton Street to direct pedestrians to cross at the intersection to utilize the sidewalk along the east side of N Morton Street. Type 3 barricades will be placed on the sidewalk sections to the north and south of where the crews are working and will be moved south as the work progresses.

Once the work along N Morton Street has been completed, the project moves to City Hall's parking lot near the Showers Plaza area and the same type of work will continue in accordance with all safety measures in place as recommended by the Engineering Department.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/01/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If

SUBROGATION IS WAIVED, subject to the terms and conditions of the certificate does not confer rights to the certificate holder in lieu of such	policy, certain policies may require an endorsement. A statement on this endorsement(s).
PRODUCER AON Risk Services South, Inc. Charlotte NC Office	CONTACT NAME: PHONE (866) 283-7122 (A/C. No. Ext): (866) 283-7122 (A/C. No.): (800) 363-0105
1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED	INSURER A: Liberty Mutual Fire Ins Co 23035
Duke Energy Corporation	INSURER B: The First Liberty Insurance Corporation 33588
Incl. Piedmont Natural Gas Company, Inc. 550 S. Tryon Street	INSURER C:
DEC 41Q Charlotte NC 28202 USA	INSURER D:
	INSURER E:
	INSURER F:
COVERAGES CERTIFICATE NUMBER: 570083743	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAY	VE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, VE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested
INSR LTR TYPE OF INSURANCE INSD WVD POLICY NUMBER	POLICY EFF POLICY EXP LIMITS
COMMERCIAL GENERAL LIABILITY	EACH OCCURRENCE

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)		LIMITS	S .
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
Α	AUTOMOBILE LIABILITY			AS2-641-443955-031 (AOS) Self-Insured	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
Α	X ANY AUTO			NC,SC,OH,IN,FL,TN & KY	09/01/2021	09/01/2022	BODILY INJURY (Per person)	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	AUTOS ONLY HIRED AUTOS ONLY AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			wC2-641-443955-021 (AOS) Self-Insured	09/01/2021	09/01/2022	X PER STATUTE OTH-	
В	ANY PROPRIETOR / PARTNER / EXECUTIVE N	N/A		NC,SC,OH,IN,FL,TN & KY	09/01/2021	09/01/2022	E.L. EACH ACCIDENT	\$2,000,000
	(Mandatory in NH)	III/ A				, ,	E.L. DISEASE-EA EMPLOYEE	\$2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$2,000,000

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

See Attached Addendum for Self-Insured Limits. Workers Compensation and Auto Liability policies listed above exclude coverage for Self-Insured states identified above in the description.

where delineated to provide additional insured and/or waiver of subrogation for coverages, the self-insured programs respond in accordance with written contract. Insurance policies include certificate holder as additional insured and waiver of subrogation where required by written contract, subject to the terms and conditions of the policy.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

Duke Energy Corporation including Piedmont Natural Gas 550 South Tryon Street, DEC 41-Q Charlotte NC 28202 USA

Aon Rish Services South In

AGENCY CUSTOMER ID: 570000019981

LOC#:



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED
Aon Risk Services South, Inc.		Duke Energy Corporation
POLICY NUMBER See Certificate Number: 570083743872		
CARRIER	NAIC CODE	
See Certificate Number: 570083743872		EFFECTIVE DATE:

See Certificate Number: 5/0083/438/2	EFFECTIVE DATE.			
ADDITIONAL REMARKS				
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO	ACORD FORM,			
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance				
	Addendum:			
See below for Self-Insured Limits:				
General Liability: The Insured is Self-Insur Advertising Injury/\$2,000,000 General Aggreg	ed for \$1,000,000 Each Occurrence/\$1,000,000 Personal & ate/\$2,000,000 Products Completed Operations.			
Automobile Liability: The Insured is Self-In the following States: NC, SC, OH, IN, FL, TN	sured for \$1,000,000 Each Occurrence/\$1,000,000 Aggregate in and KY.			
Workers Compensation/Employers Liability: Th IN, FL, TN and KY with EL Limit of \$1,000,00 \$1,000,000 Disease - Policy Limit.	e Insured is Self-Insured in the following States: NC, SC, OH, O Each Accident, \$1,000,000 Disease - Each Employee,			
Excess Liability: The Insured is Self-Insure	d for \$1,000,000 Each Occurrence/\$1,000,000 Aggregate.			

A	USP: A
SAFETYFirst	USP:
PERSONAL ACCOUNTABILITY	USP:
ACTIVE CARING	USP:
HAZARD RECOGNITION	liep.

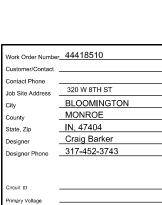
Add Up Stream Protection, Facility ID, and Blocking Device Type

		Safety Reminders / Adverse Conditions	
20	?:		
	?:		
//	?:		
	?:		

Work Zone General Comments: Double click to e

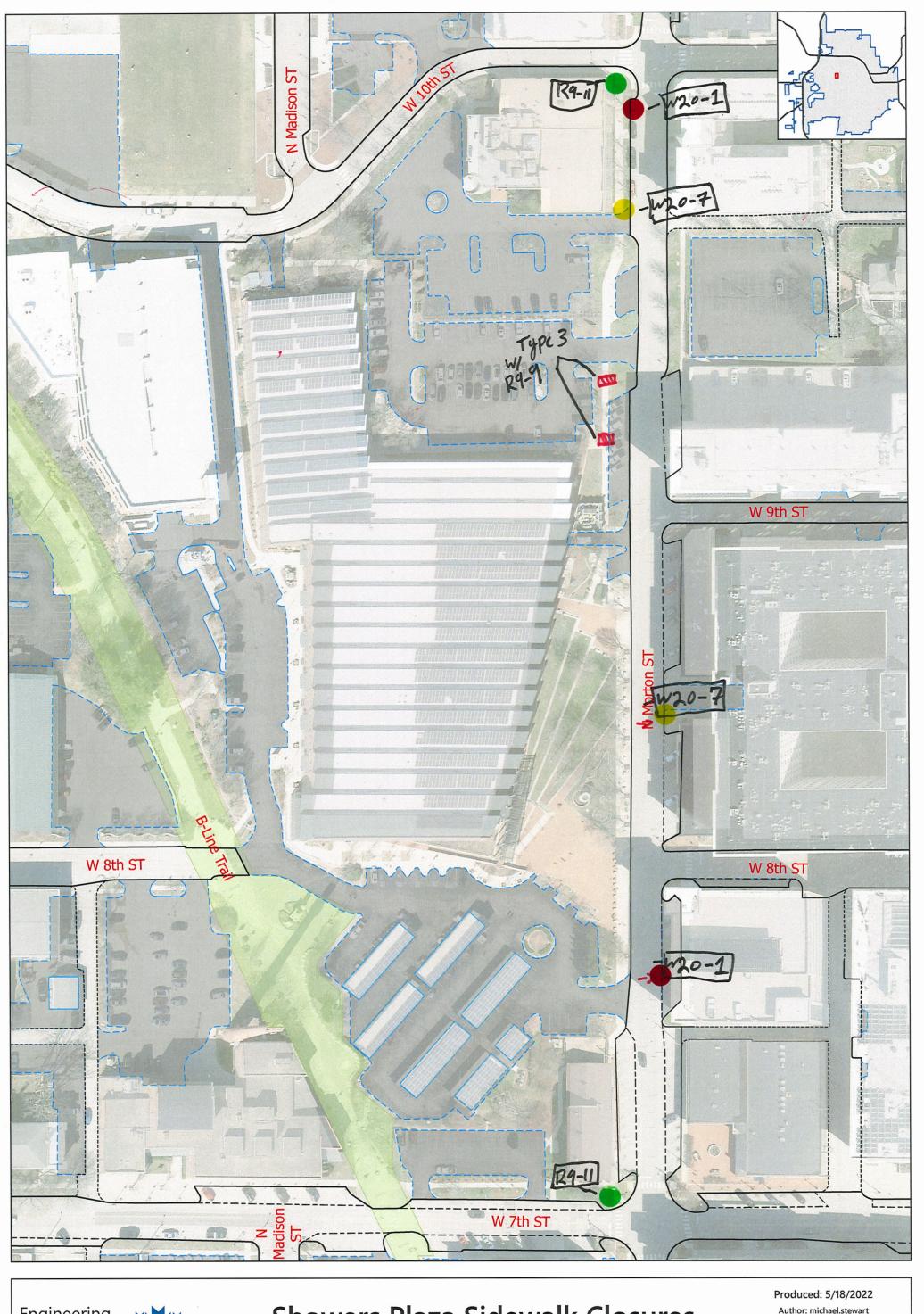
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

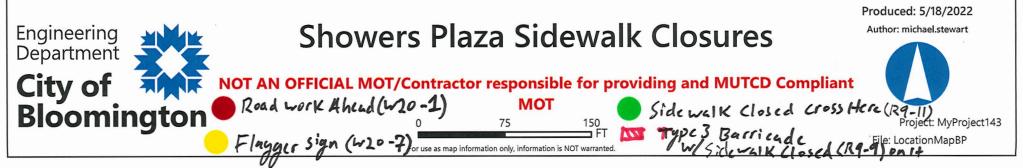






Permit Required







CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 401 N Morton Street

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

A. APPLICANT/AGENT INFORMATION:	DTRAFFIC CONTROL DEVICES*:
APPLICANT NAME: Craig Barker	☑ CONES ☐ ARROWBOARD
E-MAIL: Craig. Barker Dauke-energy. com	☐ LIGHTED BARRELS ☐ TYPE 3 BARRICADES
COMPANY: O Duke Energy	
ADDRESS: 1000 E Main Street	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND
CITY, STATE, ZIP: Plain field, IN 46168	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
24-HR EMERGENCY CONTACT NAME: Jonathan Blackburr	site plan if needed or you can submit a separate sheet
24-HR CONTACT PHONE #: (270)635-2906	El Piditales Timenana Gringes (Valeste)
INSURANCE #*:COMPANY: Aon Risk Services	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/
BOND#*: COMPANY:	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	F. IS THIS A □ CBU* □ COUNTY* □ IU*□ NP* PROJECT?
SUBCONTRACTOR INFORMATION	PROJECT NAME: Phase 2-Showers Lighting Prajec
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #:
COMPANY NAME: 5 Star Electric LLC	project mgr.: Christina Snuth
B. WORK DESCRIPTION:	PROJECT MGR.#: 812-327- &444
□ POD/DUMPSTER □ CRANE □ SCAFFOLDING ☑ CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
(EXPLAIN): (nstallation of Street Lights	G. EXCAVATIONS:
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF PAVEMENT EXCAVATIONS :
C. RIGHT OF WAY TO BE USED/CLOSED:	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
STREET NAME 1: North Morton Street	SQ FT OF NON-PAVEMENT* EXCAVATIONS:
1ST INTERSECTING STREET NAME: W. 7th Street	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE LINEAL FT OF BORE*:
2ND INTERSECTING STREET NAME: W. 10th Street	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS
□ ROAD CLOSURE ☑ LANE CLOSURE 1 ☑ 2 □ 3 □	# OF POLE INSTALLATIONS/REMOVAL:
✓ SIDEWALK* □ BIKE LANE □ OTHER	SQ FT OF SIDEWALK RECONSTRUCTION*:
TRANSIT STOP?	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
START DATE: 5/23/22 END DATE: 6/24/22# OF DAYS*: 20 Job Will De Shut down week of June 1040 CIRRET NAME 2:	SQ FT OF SIDEWALK NEW CONSTRUCTION*:
JOB WIII DE SHUF GOWN WEEK OF JUNG!	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
STREET NAME 2:	#RESIDENTIAL DRIVEWAY INSTALLATION:
1ST INTERSECTING STREET NAME:	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK
2ND INTERSECTING STREET NAME:	CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG.
□ ROAD CLOSURE □ LANE CLOSURE 1 □ 2 □ 3 □ □ SIDEWALK* □ BIKE LANE □ OTHER	Know what's below. Call before you'dlg. ITS THE LAW.
TRANSIT STOP? \(\text{Y} \) \(\text{N} \) \(\text{N} \) PARKING LANE(S)** \(\text{Y} \) \(\text{Y} \) \(\text{N} \) \(\text{**Non-metered} \)	H. INDEMNIFICATION AGREEMENT:
START DATE: END DATE: # OF DAYS*:	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
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL	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
INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	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
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	right-of-way use pursuant to this permit grant.
STANDARD CLOSURE HOURS 🗆 *NON-STANDARD CLOSURE HOURS 🖬	I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.
REQUESTED CLOSURE HOURS: 7:00 AM - 7:00 PM	PRINT NAME: Craig Barker
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process	SIGNATURE: Craig Barker
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	DATE: 05/19/2022
For Administration Use Only (applicable to CLOSURE approval)	
Approved By: BPW City E	Engineer Director Date:

_ Phone#: _____ Date:_

Staff Representative: ____



Board of Public Works Staff Report

Project/Event: 2022 Walnut Street Garage Repair Project

Petitioner/Representative: Public Works, Ryan Daily

Staff Representative: Ryan Daily

Date: 05.24.2022

Report:

We held open bidding for the Walnut Street Garage structural repair project. Repairs Include:

- Exterior Repairs on Concrete on deck and underside
- Expansion Joint Replacement
- Northwest Stairwell Painting

The following bid was received:

Contractor	Date of Walkthrough	Bid Amount	
Browning & Chapman	3.15.22	\$149,900.00	
Ann-Kris	3.15.22	No bid	
Blakely's	3.15.22	No Bid	

We recommend using Browning and Chapman for the project as the lowest responsive bidder.

Total cost of repairs = \$149,900

Print Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: Browning and Chapman, LLC Contract Amount: \$149,900.00

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

		PURCHASE INFORIVIATION	ON	
1.	Check the box beside the procure applicable)	ment method used to initiate this p	procurement: (Attach a quote or	bid tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
	Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	—— (NA)
2.	List the results of procurement p	rocess. Give further explanation v	where requested.	Yes No
	# of Submittals: Met city requirements? Met item or need requirements? Was an evaluation team used? Was scoring grid used? Were vendor presentations requested?	Yes No Yes V V V V V V V V V V V V V	Was the lowest cost selected? (If no, please state below why it was not.)	
3.	State why this vendor was selecte	ed to receive the award and contra	ct:	
	Lowest and only bid for the projection			
	Ryan Daily	Garage Manage	r Parking	Services
	Print/Type Name	Print/Type Title	e Depa	rtment

WALNUT STREET PARKING GARAGE REPAIRS - 2022 BLOOMINGTON, INDIANA

CES PROJECT ID NUMBER: 21-196



Project Location

NORTH

OWNER

City of Bloomington
Public Works Department
401 N. Morton Street, Suite 120
Bloomington, Indiana 47404
812-349-3410

STRUCTURAL ENGINEER

CE Solutions, Inc. 10 Shoshone Drive Carmel, Indiana 46032 317-818-1912

DRAWING INDEX:

A-101 SOUTHEAST STAIR ARCHITECTURAL PLANS, ELEVATIONS, AND DETAILS

S-001 GENERAL NOTES AND REPAIR PROCEDURES

S-002 REPAIR PROCEDURES AND DETAILS - 01

S-003 REPAIR PROCEDURES AND DETAILS - 02

S-100 MAINTENANCE OF TRAFFIC PLAN

S-101 LEVEL 5-6 REPAIR PLAN

S-101U LEVEL 5-6 UNDERSIDE REPAIR PLAN

S-102 LEVEL 4-5 REPAIR PLAN

S-102U LEVEL 4-5 UNDERSIDE REPAIR PLAN

S-103 LEVEL 3-4 REPAIR PLAN

S-103U LEVEL 3-4 UNDERSIDE REPAIR PLAN

S-104 LEVEL 2-3 REPAIR PLAN

S-104U LEVEL 2-3 UNDERSIDE REPAIR PLAN

S-105 LEVEL 2 AND LEVEL 1 (PARTIAL) REPAIR PLAN

S-105U LEVEL 2 UNDERSIDE AND BASEMENT REPAIR PLAN

REVIEW SET

JANUARY 12, 2022

PROJECT VICINITY MAP

SCALE: N.T.S.



GENERAL STRUCTURAL NOTES

All notes hereafter are typically applicable unless noted otherwise on plans, sections, or details

GENERAL

- 1. Work shall be performed in accordance with the Construction Procedures on S100 series sheets.
- 2. All work shall be performed in accordance with the Indiana Building Code, 2014 Edition (2012 International Building Code, first printing, with Indiana Amendments).
- 3. Dimensions shown on plan are based on original construction documents. The Contractor is required to field verify all conditions for the purpose of performing the bid and preparing the work.
- 4. Original plans of the parking garage are on file with the City of Bloomington.
- Where new work is to be fitted to old work, the Contractor shall check all dimensions and conditions in the field, and report any errors or discrepancies to the Structural Engineer prior to the fabrication and erection of any new members.
- 6. Existing materials that are to be removed and reinstalled as part of this contract, but become damaged, shall be replaced with approved new material of equivalent quality and appearance at the contractor's expense.
- 7. Do not determine dimensions by "scaling" off the plans. The Contractor shall accept all risk associated with "scaling" and shall be responsible for all inadequate work resulting therefrom. Questions regarding missing or conflicting dimensions shall be directed, in writing, to the Structural Engineer.
- 8. All work shall be performed without damage to adjacent retained work. Adequate protection of areas nearby work against dust, dirt and debris accumulation shall be maintained at all times. Special care shall be used if/when shotblasting or sandblasting are required. Protect and/or shield all adjacent surfaces from shotblasting or sandblasting (including windows, glass in doors, vehicles, etc). Any damage shall be repaired with approved new material of equivalent quality and appearance at the contractors expense. The Garage will remain active while Contractor performs the work thus the Contractor shall perform the work with extreme care to protect pedestrians, vehicles, and Garage
- 9. All photos referenced in the Construction Documents are included in the Appendices of the Project Manual
- 10. Repair locations are shown graphically to assist the Contractor in locating the repair. These locations are approximate and should not be construed as being exact. The Contractor shall use the graphic representations in combination with the photographs to locate repairs. Sounding tests (i.e. chain dragging and/or hammer sounding) may be required to locate areas of deteriorated/delaminated concrete. All repairs will be marked by the contractor and reviewed by the Structural Engineer. The Structural Engineer shall be notified for review.
- 11. The Contractor shall relocate any conduit that interferes with the proposed work. Conduit relocation to be approved by the City of Bloomington. Please note that conduit may be present in the slab. Exercise extreme caution while performing concrete repairs. Damaged conduit shall be repaired with approved new material of equivalent quality and appearance at the contractors expense.
- 12. The location of sleeves or openings not shown in structural members shall be approved by the Structural Engineer.
- 13. Contractor shall not store materials on the elevated floors of the garage without the approval of the Engineer of Record and the City of Bloomington. Forklift or other construction vehicles shall not be allowed on the elevated garage floors without the prior approval of the Structural Engineer and the Indianapolis Airport Authority (loading restrictions will apply).
- 14. Any concentration of tools or materials for contractor immediate use placed within the parking garage shall not exceed 40 psf to avoid overload on elevated decks.

CONCRETE REPAIR

1. See specifications and repair procedures for concrete repair requirements.

POST-TENSIONED CONCRETE REPAIR

- 1. PT is used as abbreviation on Post-Tensioned throughout the documents
- 2. Exercise extreme caution when removing deteriorated concrete in post-tensioned structural
- 3. Unless otherwise indicated, the need for temporary shoring of structural members being repaired shall be the responsibility of the contractor. If shoring is required, notify the Structural Engineer.

EXPANSION/ADHESIVE ANCHORS

- 1. Care shall be taken in placing post-installed anchors to avoid conflicts with existing post-tensioned tendons reinforcing steel. Post-tensioned tendons and reinforcement in the slab and beams shall be located by scanning prior to drilling holes for post-installed anchors. Contact structural engineer for further review if conflicts are discovered. Holes shall be drilled to avoid reinforcing steel and tendons.
- 2. Post-installed anchors shall be installed by qualified personnel in accordance with the drawings and specifications.
- 3. Post-installed anchors shall be installed by qualified personnel in accordance with the Manufacturer's Printed Installation Instructions (MPII), the drawings and specifications. Installation of adhesive anchors shall be performed by personnel trained to install adhesive anchors. Contractor shall submit installer training cards with anchor package.
- . Post-installed anchors shall be HILTI stainless steel, adhesive or expansion type as manufactured by HILTI Fastening Systems or approved equivalent. Substitution requests must be submitted by the Contractor to the Structural Engineer for review. Provide back-up technical data that demonstrates that the substituted product is capable of achieving the equivalent performance values (minimum) of the specified products using the appropriate design procedure and/or standard(s) as required by the building
- 5. The Contractor shall inspect the or concrete surface at each proposed adhesive post-installed anchor location prior to installation. If the anchor location aligned where concrete is honeycombed, cracked or otherwise unsound, the post-installed, adhesive anchors shall be repositioned so as to be located in sound material and be in accordance with the manufacturer's minimum spacing and edge distance requirements
- 6. Adhesive anchors shall be subject to the following additional requirements: A. Anchors shall meet the requirements of ACI 355.2 (mechanical anchors) and ACI 355.4 (adhesive
- B. Proof loading of adhesive anchors is not required
- . Anchors shall not be installed until concrete has reached a minimum 28-days compressive strength. D. Concrete temperature must be greater than 50 °F and less than 80 °F prior to installation of the
- anchors unless otherwise permitted by the MPII. E. Anchors shall be installed in holes drilled with the HILTI Hollow Drill Bit (TE-CD (SDS Plus) or TE-YD (SDS Max)) and HILTI VC 20/40 Vacuum (VC 20-U or VC 40-U). Follow the MPII for size and
- F. The acceptability of certification other than the ACI/CRSI Adhesive Anchor Installer Certification
- shall be the responsibility of the Structural Engineer. G. Adhesive anchors installed in horizontal or upwardly inclined orientations to resist sustained tension loads shall be continuously inspected during installation by an inspector specially approved for that purpose by the building official. The special inspector shall furnish a report to the licensed design professional and building official that the work covered by the report has been performed and that
- Installation of anchors shall be inspected in accordance with ACI 318-11, Section 1.3 and the Indiana Building Code.

the materials used, and the installation procedures used conform to the approved contract

DESIGN INFORMATION

1. Building Code: Indiana Building Code, 2014 edition (2012 International Building Code, first printing, with Indiana Amendments)

ASTM A615, Grade 60

ASTM A36

ASTM A36

ASTM A36

Reinforcing Steel:

Structural steel channel

Structural steel plates

documents and MPII.

Structural Steel: Structural steel angles

REPAIR ABBREVIATIONS

Type of repair:

- Elastomeric Coating, see Elastomeric Coating Procedure (EC)
- Epoxy Injection, see Epoxy Injection Procedure (EI) Expansion Joint Replacement, see Expansion Joint Replacement Procedure (EJ)
- Clean and Coat see Clean and Coat (CC) Partial Depth Concrete Patch, see Partial Depth Concrete Patch Procedure (P).
- Landing Framing Repair, see Landing Framing Repair procedure (LR) Rout and Seal, see Rout and Seal Procedure (RS)

Clean and Paint, see Clean and Paint Procedure (CP)

Silane Seal, see Concrete Sealing Procedure (S) Traffic Coating Replacement, see Traffic Coating Replacement Procedure (TC) PT Tendon End Anchor Pocket Repair, see PT Tendon End Anchor Pocket Repair Procedure (TR)

Quantity of proposed repair work:

- LS Lump sum
- LF Linear foot SF - Square foot

EA - Each

BM - Beam

- Surface Abbreviations
- C Column DK - Deck (Slab)
- PC Precast Wall Panel W - Wall LD - Staircase Landing

REPAIR PROCEDURES

compressed air.

Clean and Coat Procedure (CC):

This procedure shall be used to coat all exposed reinforcing steel where indicated.

Repairs shall be as specified and shall include, but not limited to, the following sequential steps:

- 1. Adequately protect surrounding areas from damage.
- 2. Remove any corrosion which may be present by wire brush or sandblasting.
- 3. Remove any loose concrete around reinforcing steel and embedded plates.
- 4. Thoroughly clean all areas by lightly sandblasting or shot blasting and blowing clean with oil free
- 5. Coat all exposed steel reinforcement surfaces with corrosion inhibitive coating per specifications 03 9000

Concrete Rehabilitation. Follow manufacturers requirements for coat thickness and surface preparation.

- 6. Protect coated area until coating has cured.
- 7. See Specifications and General Structural Notes for additional information.

Elastomeric Coating Procedure (EC):

This procedure shall be used to paint all structural concrete framing members as indicated on the plans. Contractor shall paint all accessible surfaces of the member as indicated. Data sheets of the specified paint shall be submitted to the Structural Engineer.

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps.

- 1. Adequately protect surrounding areas from damage.
- 2. Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly. If necessary use an open textured sandpaper (CSP-3), blast cleaning, or high speed waterjetting to prepare the surface. Notify the Engineer immediately if loose tendon end caps are found.
- 3. Allow the surface to dry thoroughly.
- 4. Paint indicated concrete members surfaces with elastomeric paint per specification 07 9653 Elastomeric
- 5. Protect painted area until coating has cured.
- Color of paint shall match existing.
- 7. See detail 3/S-002 for additional information.
- 8. See Specifications and General Structural Notes for additional information.

Epoxy Injection Procedure (EI):

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps:

- 1. Clean all areas to be injected. Remove all debris, mineral deposits, and existing sealant materials so that cracks and joints can be seen clearly enough to layout the drilling pattern for the injectors. Use one or more of the following techniques: hammer and chisel, wire brush, grinding wheel, shotblast, power washing.
- 2. Drill appropriate injection ports based upon injection system used and per epoxy manufacturer's recommendations. Pressure wash holes and cracks and allow to dry. Note: Surface mounted entry ports may be used, as appropriate. If cracks are blocked, such as with calcified concrete, drilled injection ports shall be used, as specified.
- 3. Install injection ports into the drilled holes.
- 4. Seal around injection ports and the crack surface using manufacturer specified sealant.
- 5. When the sealer is fully cured, begin injecting at the lowest port on vertical surfaces or at the widest location on horizontal surfaces. Cap the port being injected when pure resin flows out of the next port and move on to that port. Continue injecting the length of the crack until it is completed.
- 6. Injection ports removal and grinding surfaces smooth is required at all locations after epoxy adhesive has
- 7. See Specifications and General Structural Notes for additional information.

Concrete Surface Sealing Procedure (S):

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not limited to, the following sequential steps:

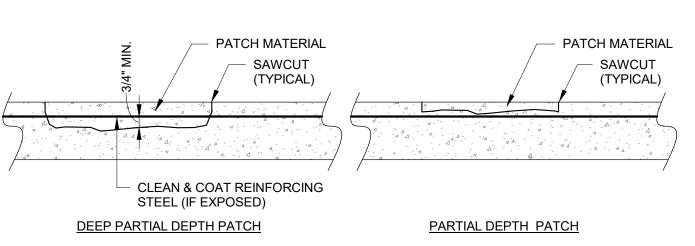
- 1. Adequately protect surrounding areas from damage.
- 2. All surface repairs, including patching and crack repairs, shall be completed and sufficiently cured prior to sealer application.
- 3. Thoroughly prepare the concrete surface by removing dirt, vegetation, oil, grease, curing compounds, and any other surface contamination/incompatible materials that might affect sealer application. Surface preparation shall be per manufacturer's recommendation.
- 4. Verify that substrates are visibly dry and free of moisture prior to application.
- 5. Apply sealer (see Specification 07 19000) per manufacturer's recommendations. Refer to manufacturer's recommendations for acceptable weather conditions for proper application.
- 6. Immediately clean sealer from adjoining surfaces and surfaces soiled or damaged by sealer application as work progresses. Repair damage caused by sealer application. Comply with manufacturer's written cleaning
- 7. Alternante 3: Level 2 (Non-Traffic coated area) and level 3 decks shall be sealed with Techcrete 2500 (see Specification 07 1617).
- 8. Adequately protect and cure per manufacturer's recommendations.
- 9. See Specifications and Structural General Notes for more information.

Partial Depth Concrete Patch Procedure (P):

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps:

1. Adequately protect surrounding areas from damage.

- 2. Determine exact extents of deteriorated concrete by hammer or chain drag sounding. Mark areas for removal by simplifying and squaring off boundaries of spalled and delaminated areas. Unless otherwise noted, patches are assumed to be 2" deep. Should it be determined that deeper patch is required, contact the Structural Engineer for evaluation before proceeding.
- 3. Sawcut (1" or depth of reinforcement cover, whichever is less) the perimeter of the area to be patched. Do not cut steel reinforcement.
- 4. Remove all deteriorated concrete by sandblasting or by hand-held pnewmatic hammers, 10 pounds maximum weight. Removal shall continue until sound concrete is exposed. Removal shall be of adequate depth and of appropriate surface profile to meet patching material manufacturer's recommended minimum application thickness. Remove limited portions of sound concrete around reinforcing steel, enough to provide adequate anchorage of new concrete. If abandoned conduit is within the patch area, notify the Engineer immediately.
- Remove any corrosion which may be present on any exposed reinforcing steel by wire brush or shotblasting. Where section loss of a single mild/non-prestressed reinforcing bar is more than 25 percent, or 20 percent in 2 or more adjacent bars, provide supplemental reinforcement. Supplemental reinforcing steel will be required where exposed, corroded reinforcement is noted in the repair schedules. Replacement bars shall match existing size and spacing. Remove additional concrete as necessary to provide at least a 3/4-inch clearance at existing and replacement bars. Splice replacement bars to existing bars according to ACI 318, by lapping, or using mechanical
- 6. Thoroughly clean all concrete removal areas by lightly shotblasting and blowing clean with oil free compressed air.
- Brush apply anticorrosion agent to exposed reinforcing steel and replacement bars only and allow to dry per manufacturer's recommendations. Do not apply anticorrosion inhibitor to concrete surfaces. Follow manufacturer's recommendations for maximum open time between application of anticorrosion agent and patching mortar or concrete.
- 8. Thoroughly water soak all concrete removal areas prior to placing patching material. Surface should be in saturated, surface dry (SSD) condition (no standing water).
- 9. Apply a scrub coat of cement slurry to patch surfaces.
- 10. Form as required when patching vertical or overhead repairs.
- 11. Mix and apply patching material per manufacturer's recommendations. In general, place patching mortar by troweling toward edges of patch to force intimate contact with edge surfaces. For large patches, fill edges first and then work toward center, always troweling toward edges of patch. At fully exposed reinforcing bars, force patching mortar to fill space behind bars by compacting with trowel from sides of bars.
- 12. If multiple lifts are required, follow manufacturer's recommendations for lift thickness and surface preparation required. Allow each lift to reach final set before placing subsequent lifts.
- 13. Follow manufacturer's recommendations for curing requirements.
- 14. See Specifications and General Structural Notes for additional information



TYPICAL PATCH DETAIL **NO SCALE**

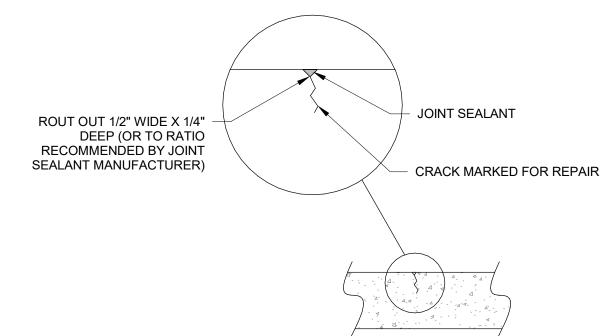
Rout and Seal Procedure (RS):

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps:

- 1. Rout out crack as shown below. Follow joint sealant manufacturer's recommended depth to width ratio.
- 2. At wide cracks (crack width > 1/8") rout out and square up edges to achieve a 1/4" (minimum) deep 'edge'for urethane bonding.
- 3. Clean crack thoroughly with oil-free compressed air, shotblasting as required. See General Structural Notes for additional shotblasting requirements.
- 4. Repair pop outs and large voids along the crack with an epoxy sand mortar (mix ratio per manufacturer's recommendations). After cure, sawcut 1/8" wide x patch thickness deep through the repair along the crack line. Clean saw-cut and crack thoroughly with oil-free compressed air, shotblating as required. The sawcut shall be filled with sealant as specified below. (The intent is for the sealed sawcut to allow crack movement through the
- 5. Prime surface if required or recommended by manufacturer.

application and replace them with dry materials.

- 6. Install backer rod (if necessary). Do not leave gaps between ends of sealant backer rod. Do not stretch, twist, puncture, or tear sealant backing. Remove absorbent sealant backings that have become wet before sealant
- 7. Install sealant according to manufacturer's recommendations and per ASTM C 1193. Ensure that sealant depth to width ratio is as recommended by manufacturer. Appropriate non-sag product shall be used at sloped areas.
- 8. Immediately after sealant application and before skinning or curing begins, tool sealant to form smooth, uniform beads, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of crack.
- 9. Clean off excess sealant or sealant smears adjacent to cracks as the Work progresses by methods and with cleaning materials approved in writing by manufacturer.
- 10. Protect and cure sealant per manufacturer's recommendations.
- 11. See Specifications and Structural General Notes for additional information.

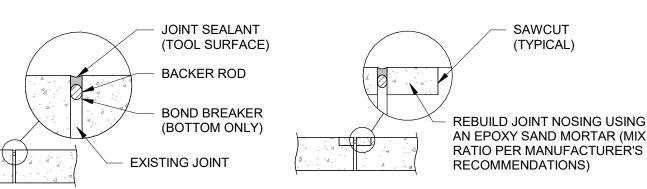


ROUT AND SEAL REPAIR DETAIL

NO SCALE

Urethane Joint Repair Procedure (UJ):

- Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps.
- 1. Remove previous joint sealant (full depth) and backer rod (if any).
- 2. Shotblast all joint faces to remove any oil, grease, residues or foreign matter that could interfere with adhesion. Clean up with oil-free compressed air and/ or vacuum cleaner. See General Structural Notes for additional shotblasting requirements.
- 3. Rebuild joint nosing using epoxy sand mortar as needed and allow to cure. (Joints at new concrete tunnel top areas should not require nosing repair). See Specifications for epoxy product information, mix with sand per manufacturer's recommendations.
- 4. Prime surface if required or recommended by manufacturer.
- 5. Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.
- 6. Install new backer rod (if necessary). Do not leave gaps between ends of sealant backer rod. Do not stretch, twist, puncture or tear sealant backing. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- 7. Install joint sealant according to manufacturer's recommendations and per ASTM C 1193. Ensure that sealant depth to width ratio is as recommended by manufacturer. Appropriate non-sag product shall be used at curbs, vertical and sloped areas.
- 8. Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads to eliminate air pockets and to ensure contact and adhesion of sealant with sides of joint.
- 9. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning material approved in writing by manufacturer's of joint sealants and of products in which joints occur.
- 10. Protect joint from dirt and traffic until cured.
- 11. See Specifications and General Structural Notes for additional information.



NO SCALE

TYP. JOINT NOSING REPAIR DETAIL

TYP. URETHANE JOINT REPAIR DETAIL NO SCALE

PT Tendon End Anchor Pocket Repair Procedure (TR):

- Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps.
- 2. Contractor shall protect the PT anchors at all times.
- Contractor shall locate and mark tendon anchor pockets to be replaced at the edge of the slab by visual inspection of pocket only (displacement and sign of moisture: grease, corrosion, etc.) -DO NOT hammer sound slab tendon
- 4. Once all tendon anchor pockets to be replaced have been identified, contractor shall coordinate a final review with Structural Engineer. Contractor shall not remove existing tendon anchor pockets prior to review by Structural
- 5. Remove the existing tendon anchor pocket mortar by hand chipping or mechanically. Take extreme care to not damage PT tendon anchor steel.

6. Remove all surface contamination around anchor pockets by washing with an appropriate cleaner, rinse thoroughly.

- 7. Inspect the condition of the PT tendon anchor and remove corrosion, if present. If the PT tendon anchor shows loss
- of section, contractor shall contact the Structural Engineer. 8. Apply a corrosion inhibitor on the PT anchor and tendon before installing the new mortar pocket.
- 9. Install new mortar pocket material following manufacturer's recommendations
- 10. Clean and protect area until mortar anchor pocket has properly cured. 11. Once all tendon anchor pockets have cured, apply new elastomeric coating; See Elastomeric Coating Procedure (EC). DO NOT USE BLAST CLEANING OR HIGH WATER SPEED WATERJETTING AFTER ANCHOR
- POCKETS HAVE BEEN REPLACED.
- 12. See detail 3/S-002 for additional information.

13. See general notes and specifications for more information

Expansion Joint Replacement Procedure (EJ)

for additional sandblasting requirements.

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be

- limited to, the following sequential steps: 1. Clean all areas to be sealed. Remove all debris, mineral deposits, and existing sealant materials.
- 2. Sandblast all joint faces to remove any oil, grease, residues, or foreign matter that could interfere with adhesion. Clean up with oil-free compressed air and/or vacuum cleaner. See General Structural Notes
- 3. Rebuild joint nosing using epoxy sand mortar as needed and allow to cure. See Specifications for epoxy product information, mix with sand per manufacturer's recommendations.
- for bidding purposes. ALL JOINT SIZES SHALL BE FIELD VERIFIED AND JOINT SEAL SIZED ACCORDINGLY. 5. Install joint seal according to manufacturer's recommendations and to achieve the warranty. Joints used

4. Proper sizing of the expansion joint seal is critical. Contractor shall assume a 3" expansion joint opening

- 6. Clean and protect joint until cured.
- 7. See Specification Sections and General Structural Notes for additional information.

in this repair shall be per specification 07 9000 Expansion Joint Sealants.

NEW COMPRESSION EXPANSION JOINT SYSTEM TO BE INSTALLED **EPOXY BONDING AREA** FIELD VERIFY EXISTING (FIELD APPLY) **EXPANSION JOINT OPENING: ASSUME 3" FOR BIDDING**

PURPOSES

CONTRACTOR RESPONSIBLE FOR

FINAL SELECTION OF JOINT SIZE

TYPICAL EXPANSION JOINT REPLACEMENT DETAIL NO SCALE

CITY OF **BLOOMINGTON**

WALNUT STREET PARKING GARAGE **REPAIRS AND** WATERPROOFING 2022

Owner

City of Bloomington **Public Works Department** 401 N. Morton Street, Suite 120 Bloomington, Indiana 47404 812-349-3410

Structural Engineer

CE Solutions Inc. 10 Shoshone Drive Carmel, IN 46032 317-818-1912

REVISIONS DESCRIPTION DATE #

REVIEW SET

DRAWN BY RMS CHECKED BY RGM



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SHEET TITLE

SPECIFICALLY RESERVED

APPROVED BY

CLW

GENERAL NOTES AND REPAIR PROCEDURES

PROJECT NO. 21-196

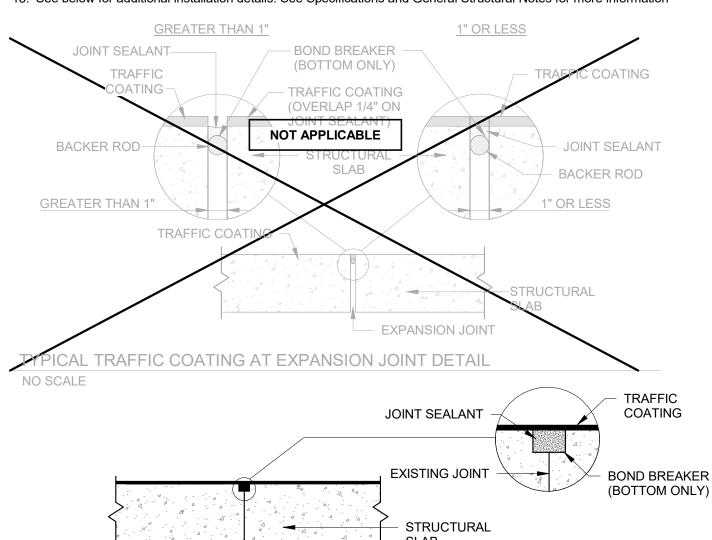
SHEET NUMBER

DATE 01/12/2022

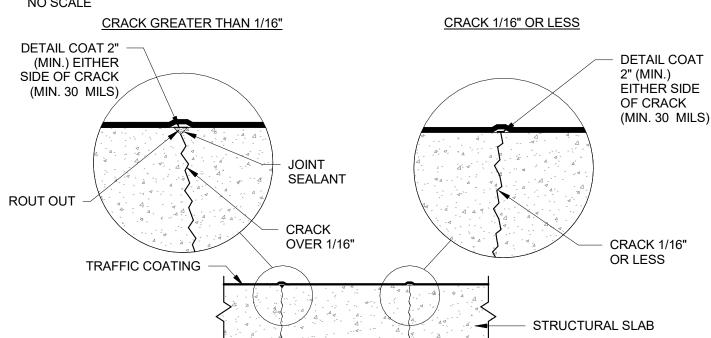
Traffic Coating Replacement Procedure (TC):

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps:

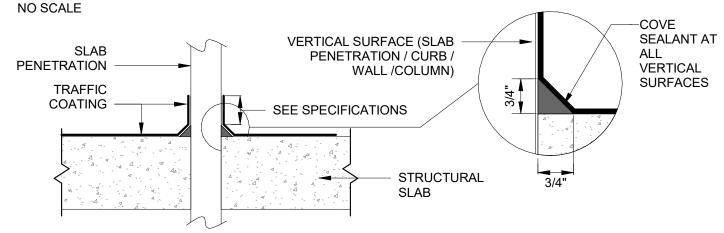
- 1. Remove all layers of existing traffic coating system as necessary and as recommended by the traffic coating manufacturer for proper adhesion and placement of new traffic coating system and to achieve the traffic coating warranty. At minimum, existing traffic coating system shall shot blasted.
- 2. After shot blasting, 3rd party testing company shall be contacted to perform adhesion testing of the remaining existing traffic coating. Coordination for testing by Contractor, payment for testing by Owner.
- 3. If adhesion tests fail, full removal of existing traffic coating by grinding or other means will be required. A Proposal Request will be issue for full removal. Removal work shall be performed by an experienced contractor: qualifications shall be submitted for review and acceptance by the Engineer. Damage to existing concrete PT deck during traffic coating removal shall be repaired at Contractor's expense.
- 4. All surface repairs, including patching, joint repairs, crack repairs and other preparatory work, shall be complete and sufficiently cured prior to coating application per ASTM C 1127 and C 1193. See appropriate repair procedures and details.
- 5. Thoroughly prepare the surface by removing dirt, vegetation, oil, grease, laitance and other surface contaminating/incompatible materials that might affect coating adhesion. Mechanically abrade concrete surfaces to a uniform profile according to ATM D 4259. Do not acid etch (coordinate acceptable means with Owner). Remove remaining loose material to provide a sound and clean surface according to ASTM D 4258.
- 6. Prepare any coating terminations as recommended by the manufacturer.
- 7. Protect adjoining surfaces (i.e. drains, penetrations, areas not being coated, etc.) to prevent leakage or coating migration. Apply cove sealant per detail below.
- 8. Verify that substrates are visibly dry and free of moisture detrimental to the application of the traffic coating. Test for moisture by plastic sheet method according to ASTM D 4263 and by calcium chloride method according to ASTM F 1869. Moisture vapor emission rate shall be less than 5 lbs/ 1,000 sft before traffic coating application.
- 9. Prestripe (detail coat) all cracks and patch edges per detail below.
- 10. Apply traffic coating to the specified thickness (see project manual) and according to ASTM C 1127 and manufacturer's recommendations. Verify that wet film thickness of each component coat complies with requirements every 100 sq. ft.10. Protect and cure coating per manufacturer's recommendations.
- 11. Protect and cure coating per manufacturer's recommendations.
- 12. Paint pavement striping at new traffic coating. Follow existing line striping layout. Provide templates for accessible parking stalls where marked with logos. Match existing color. Line Striping Paint - As by Sherwin Williams Pro-Park Waterborne Traffic Marking Paint in white, yellow and blue.
- 13. See below for additional installation details. See Specifications and General Structural Notes for more information



TYPICAL TRAFFIC COATING AT JOINT DETAIL NO SCALE

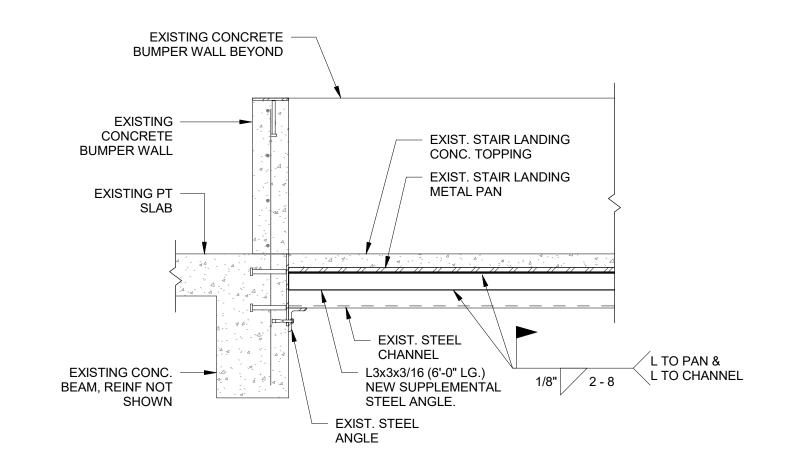


TYPICAL TRAFFIC COATING AT CRACK DETAIL



TYP. TRAFFIC COATING AT SLAB PENETRATION / VERT. SURFACE DET.

NO SCALE



STAIR LANDING SUPPLEMENTAL

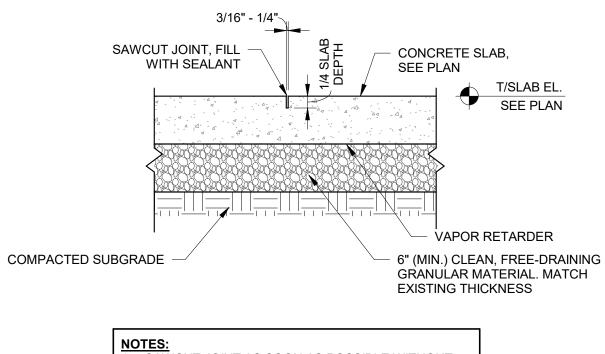
STEEL ANGLE DETAIL

S-002 / 3/4" = 1'-0"

Landing Framing Repair (LR):

Repairs shall be as specified and shall include, but not be limited to, the following sequential steps:

- 1. Clean underside of existing landing pan, remove corrosion, grind smooth.
- 2. Install supplemental steel angle below landing pan; fit horizontal leg tight to underside of pan. See detail 5/S-002 for more information.
- 3. Weld angle legs to existing channel and existing pan.
- 4. Paint existing channel, pan, and new angle per the following:
- A. Adequately protect surrounding areas from damage.
- B. Remove any corrosion which may be present by wire brush or sandblasting.
- C. Thoroughly clean all areas by lightly sandblasting or shot blasting and blowing clean with oil free compressed air per (SP-6).
- D. Paint structural steel surfaces with the following: Primer: Series 90-97 Tnemec-zinc (or approved equivalent) Base Coat: Series 66 Hi-Build Epoxo Line (or approved equivalent) Top Coat: Endura-Sheild series 73 paint by Tnemec (or approved equivalent)
- E. Paint structural steel surfaces with coatings. Follow manufacturers requirements for coat thickness and surface preparation.
- F. Protect painted area until coating has cured.
- G. Paint products shall be submitted for review by structural engineer for conformance to the design intent and color selection following the project submittal process.

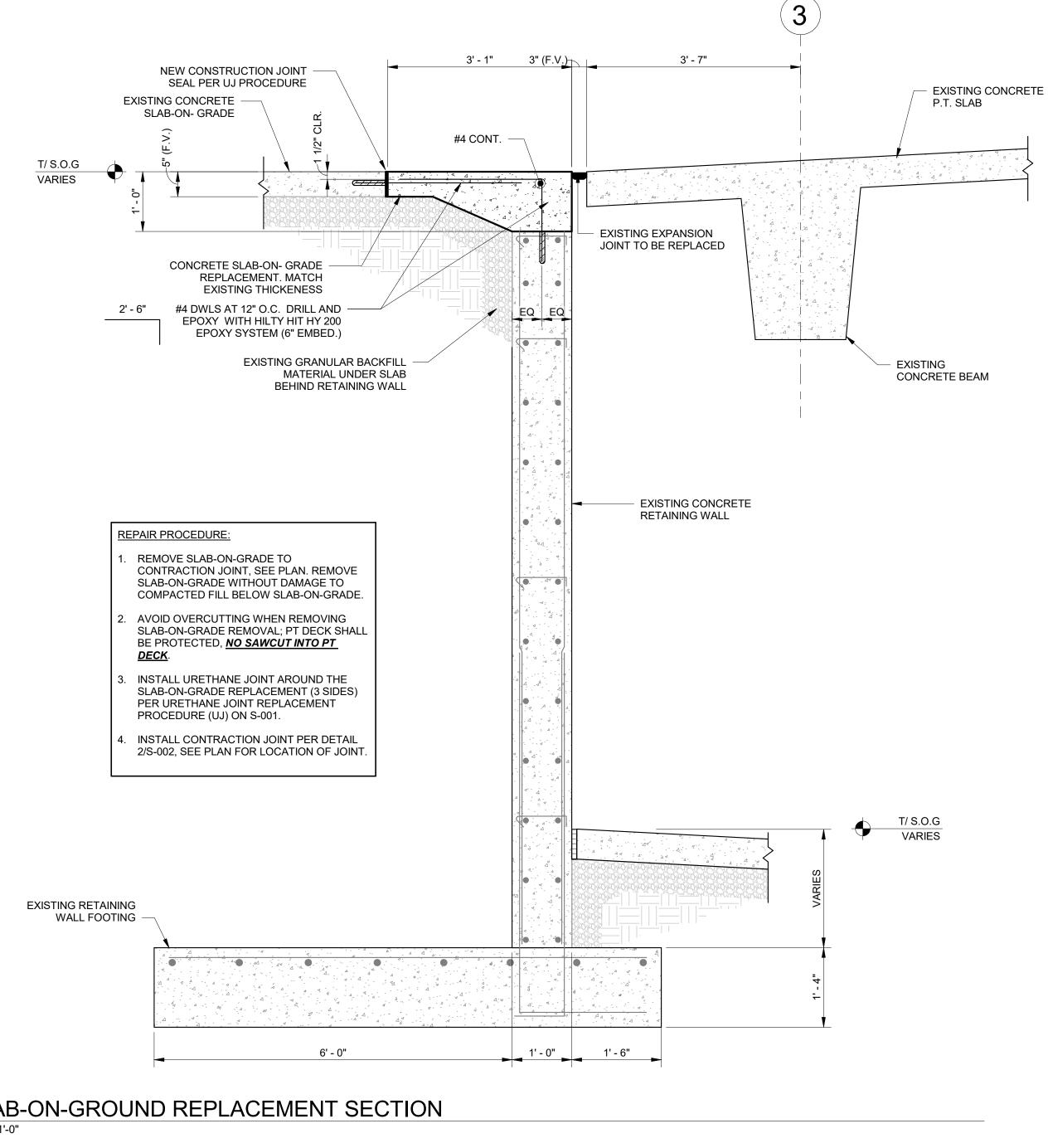


NOTES:

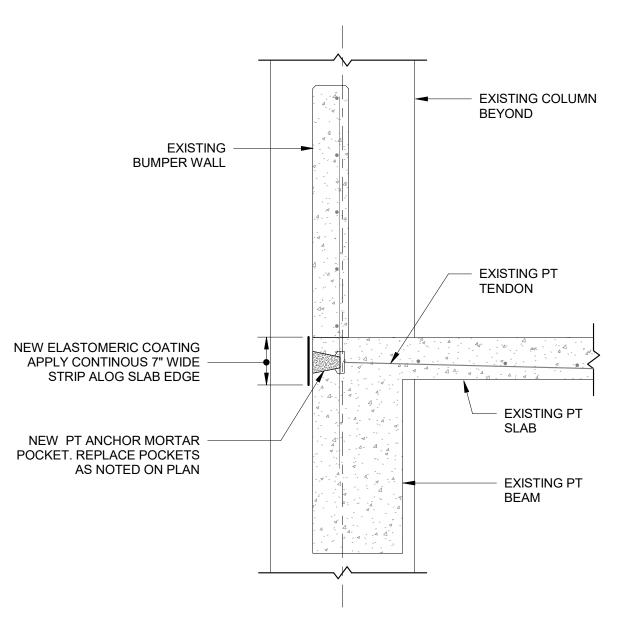
1. SAWCUT JOINT AS SOON AS POSSIBLE WITHOUT RAVELING THE EDGE OF CONCRETE. PRIOR TO SEALING JOINT, PREPARE JOINT PER SEALANT MANUFACTURER'S RECOMMENDATIONS.

TYP. SLAB ON GRADE CONTRACTION

2 JOINT S-002 1" = 1'-0"



SLAB-ON-GROUND REPLACEMENT SECTION



SECTION AT STAIRCASE OPENING EDGE OF DECK

S-002 3/4" = 1'-0"

BLOOMINGTON WALNUT STREET

CITY OF

PARKING GARAGE REPAIRS AND WATERPROOFING 2022

Owner

City of Bloomington Public Works Department 401 N. Morton Street, Suite 120 Bloomington, Indiana 47404 812-349-3410

Structural Engineer

CE Solutions Inc. 10 Shoshone Drive Carmel, IN 46032 317-818-1912

REVISIONS DATE DESCRIPTION #

REVIEW SET

CHECKED BY

CLW

DRAWN BY

RGM APPROVED BY

| 10 Shoshone Drive | Carmel, IN 46032 | cesolutionsinc.com

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SHEET TITLE

REPAIR PROCEDURES AND DETAILS - 01

PROJECT NO. 21-196

SHEET NUMBER

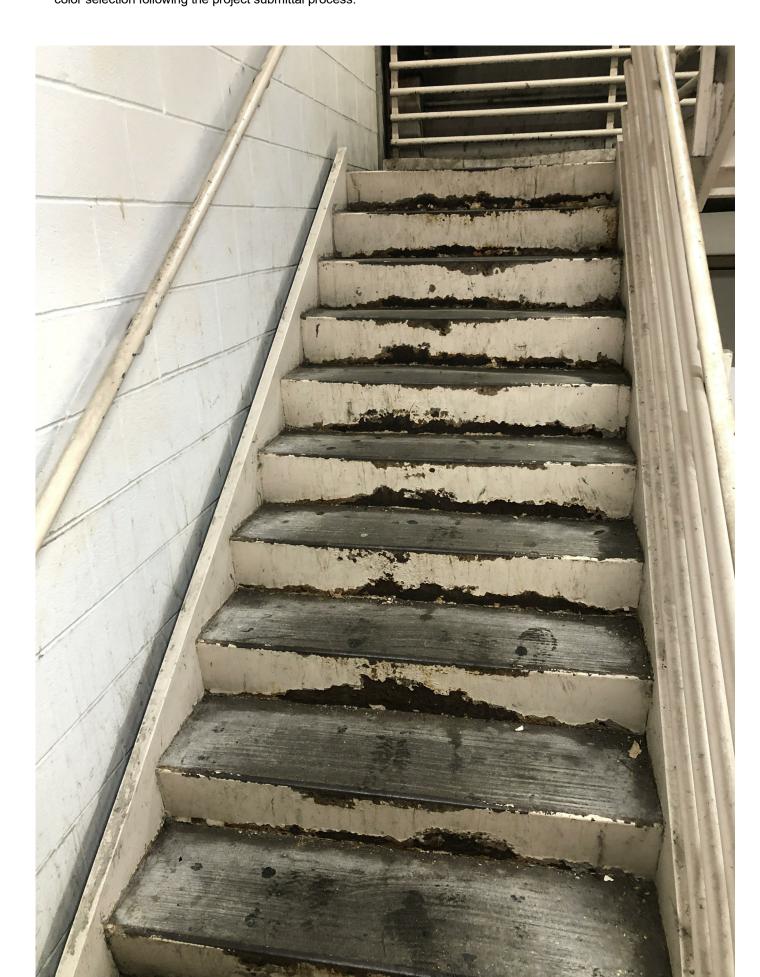
DATE 01/12/2022

Clean and Paint Procedure (CP):

- Repairs shall be as specified and shall include, but not be limited to, the following sequential steps:
- 1. Adequately protect surrounding areas from damage.
- 2. Remove any corrosion which may be present by wire brush or sandblasting.
- Thoroughly clean all areas by lightly sandblasting or shot blasting and blowing clean with oil free compressed air per (SP-6).
- 4. Paint structural steel surfaces with the Sherwin Williams products listed below. Follow manufacturers requirements for coat thickness and surface preparation:
 Primer: Macropoxy 646 FAST CURE EPOXY at 5 to 8 mils DFT
 Base Coat: Macropoxy 646 FAST CURE EPOXY at 5 to 8 mils DFT
 Top Coat: Loxon S1 polyurethane sealant

5. Protect painted area until coating has cured.

Paint products shall be submitted for review by structural engineer for conformance to the design intent and color selection following the project submittal process.









TYPICAL STAIR CONDITIONS

CITY OF BLOOMINGTON

WALNUT STREET PARKING GARAGE **REPAIRS AND** WATERPROOFING 2022

Owner

City of Bloomington Public Works Department
401 N. Morton Street, Suite 120
Bloomington, Indiana 47404
812-349-3410

Structural Engineer

CE Solutions Inc. 10 Shoshone Drive Carmel, IN 46032 317-818-1912

REVISIONS		
DATE	#	DESCRIPTION

REVIEW SET

DRAWN BY
RMS

CHECKED BY

APPROVED BY

CLW



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SHEET TITLE

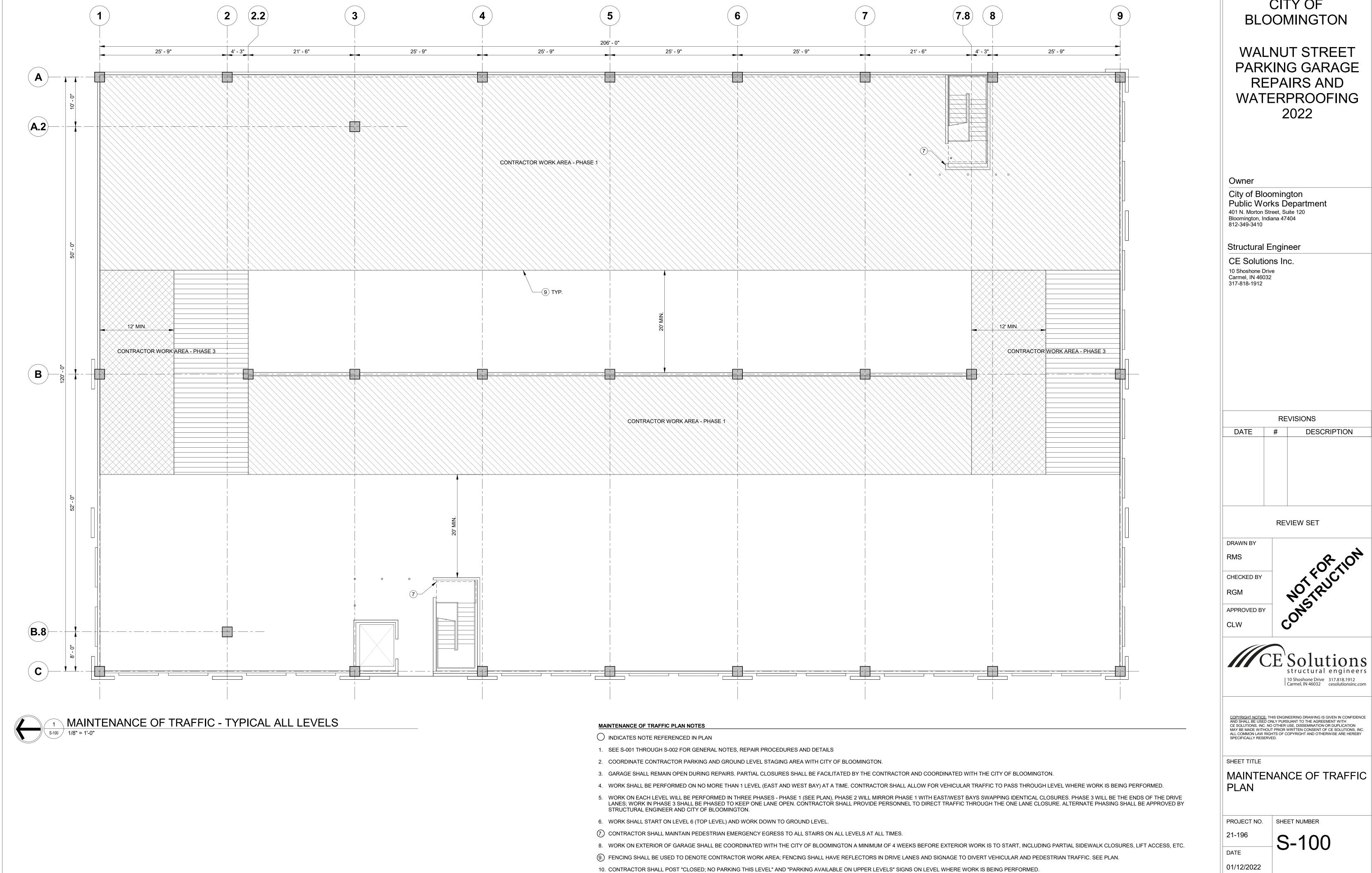
REPAIR PROCEDURES AND DETAILS - 02

SHEET NUMBER

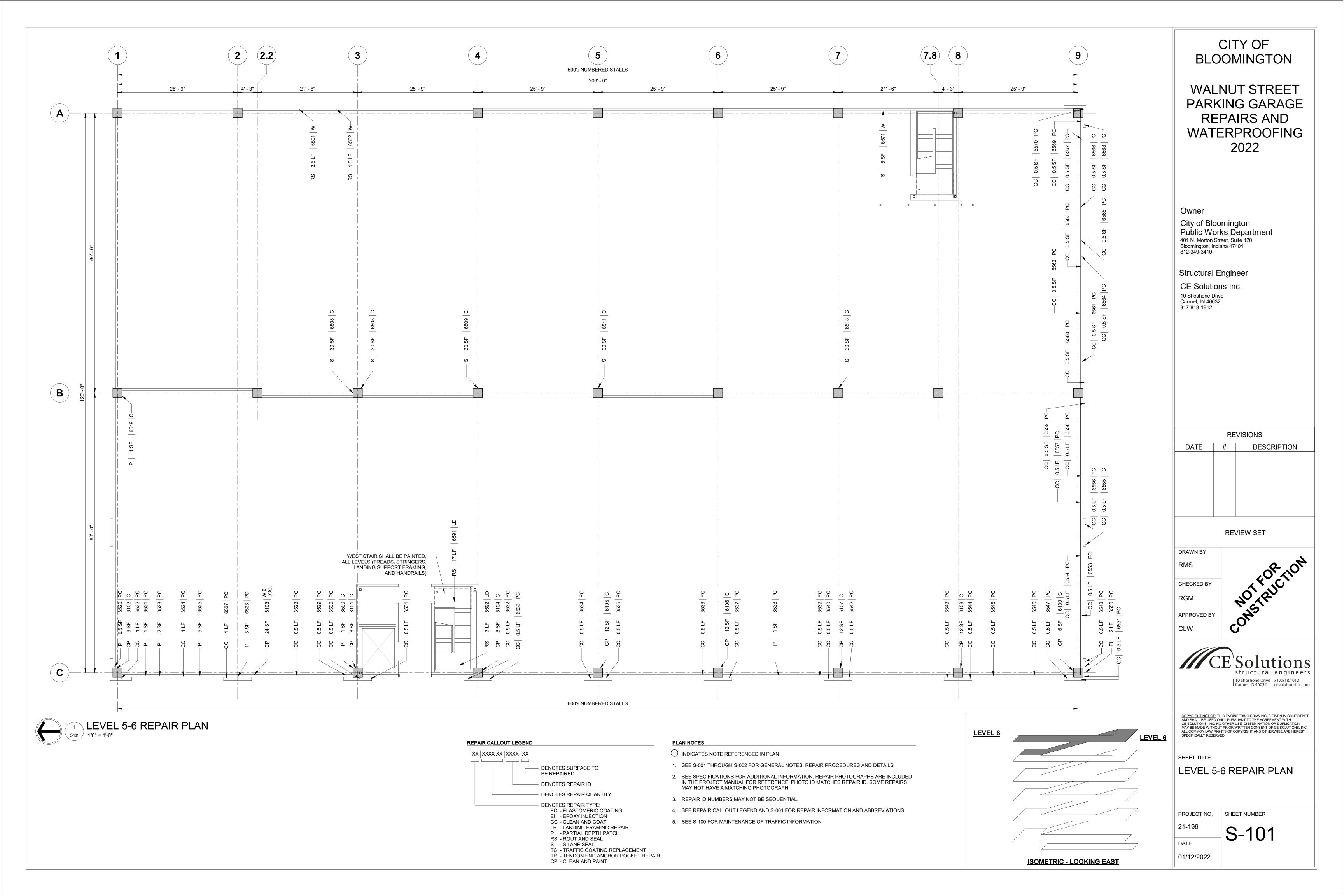
PROJECT NO.

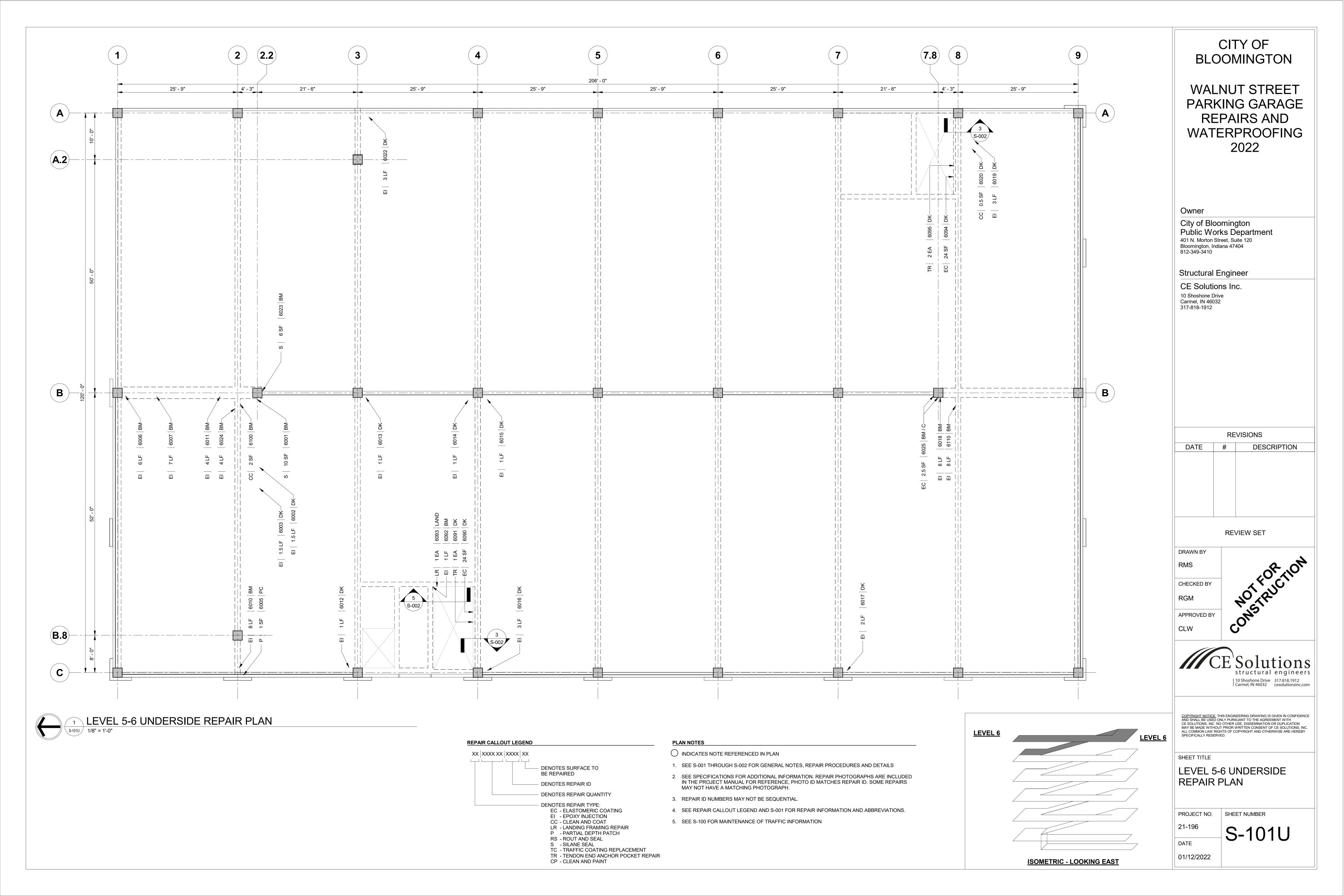
S-003

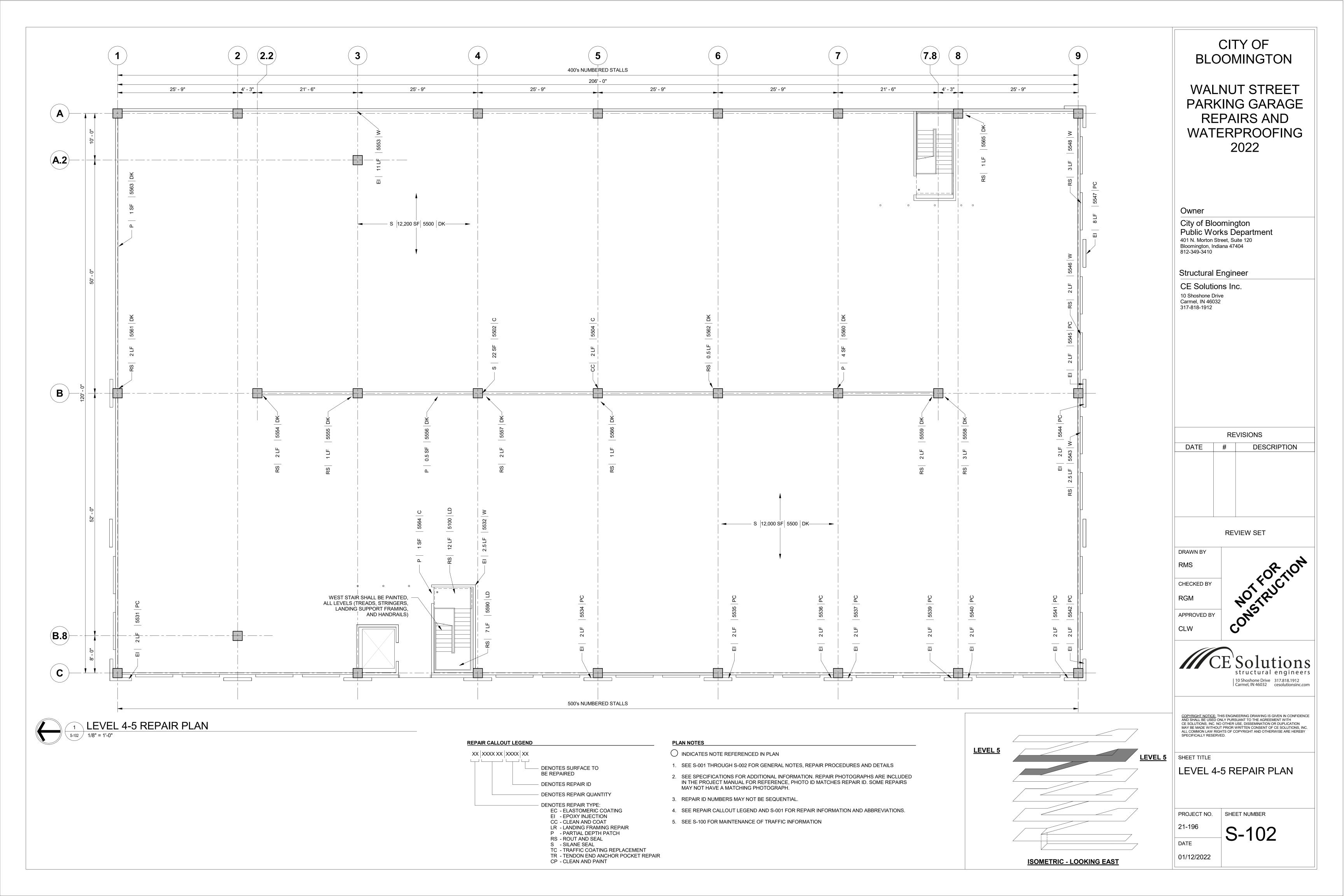
DATE 01/12/2022

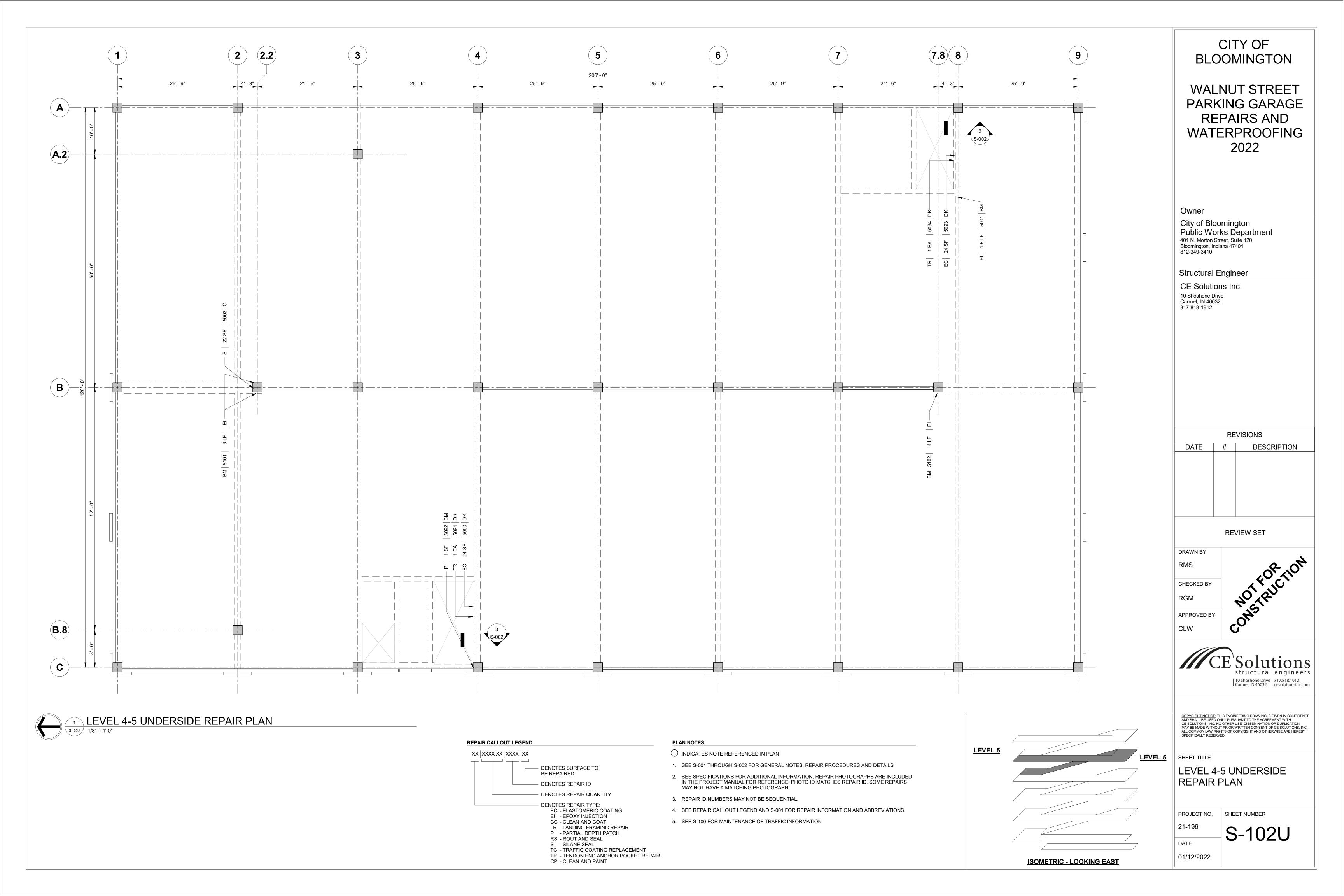


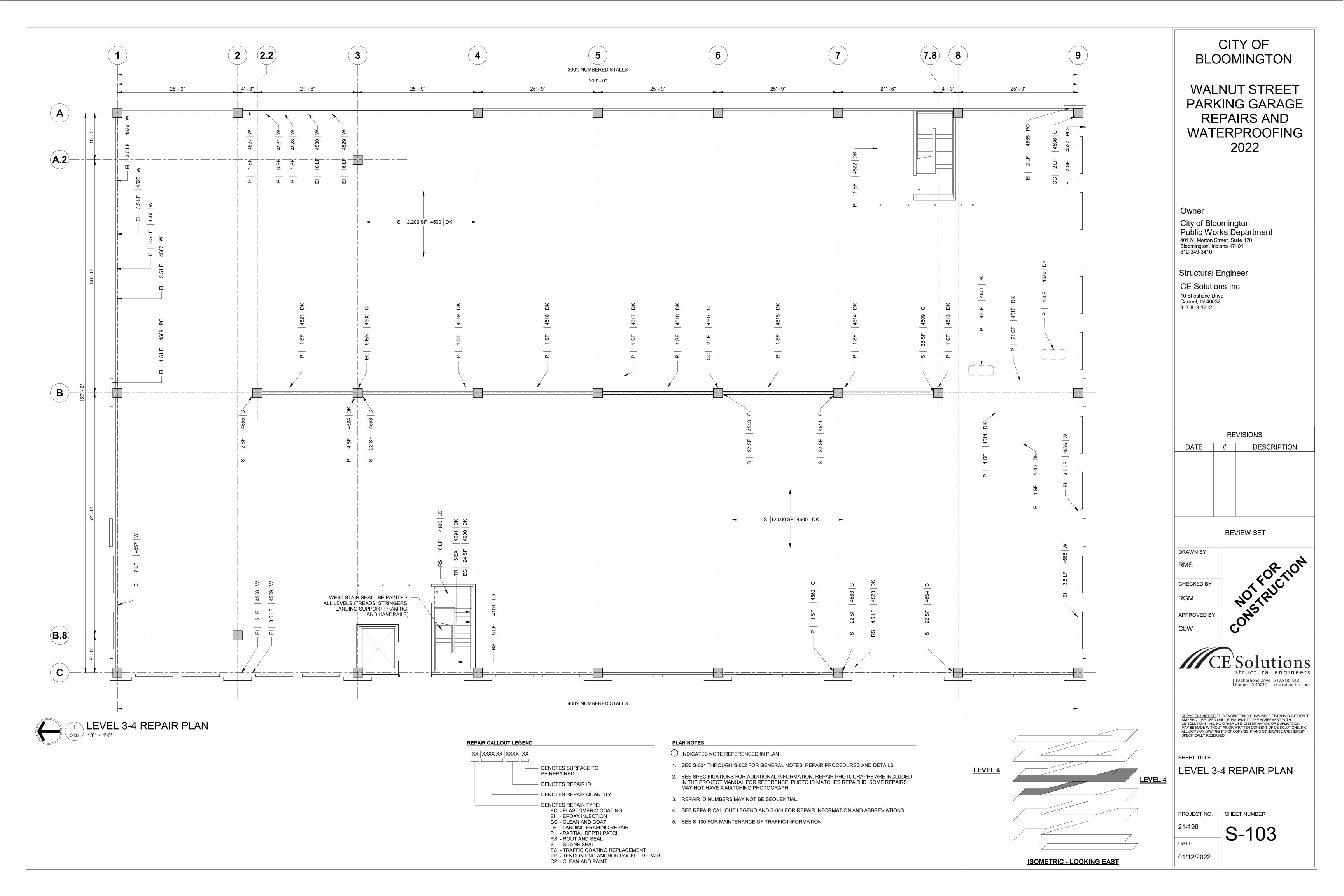
CITY OF

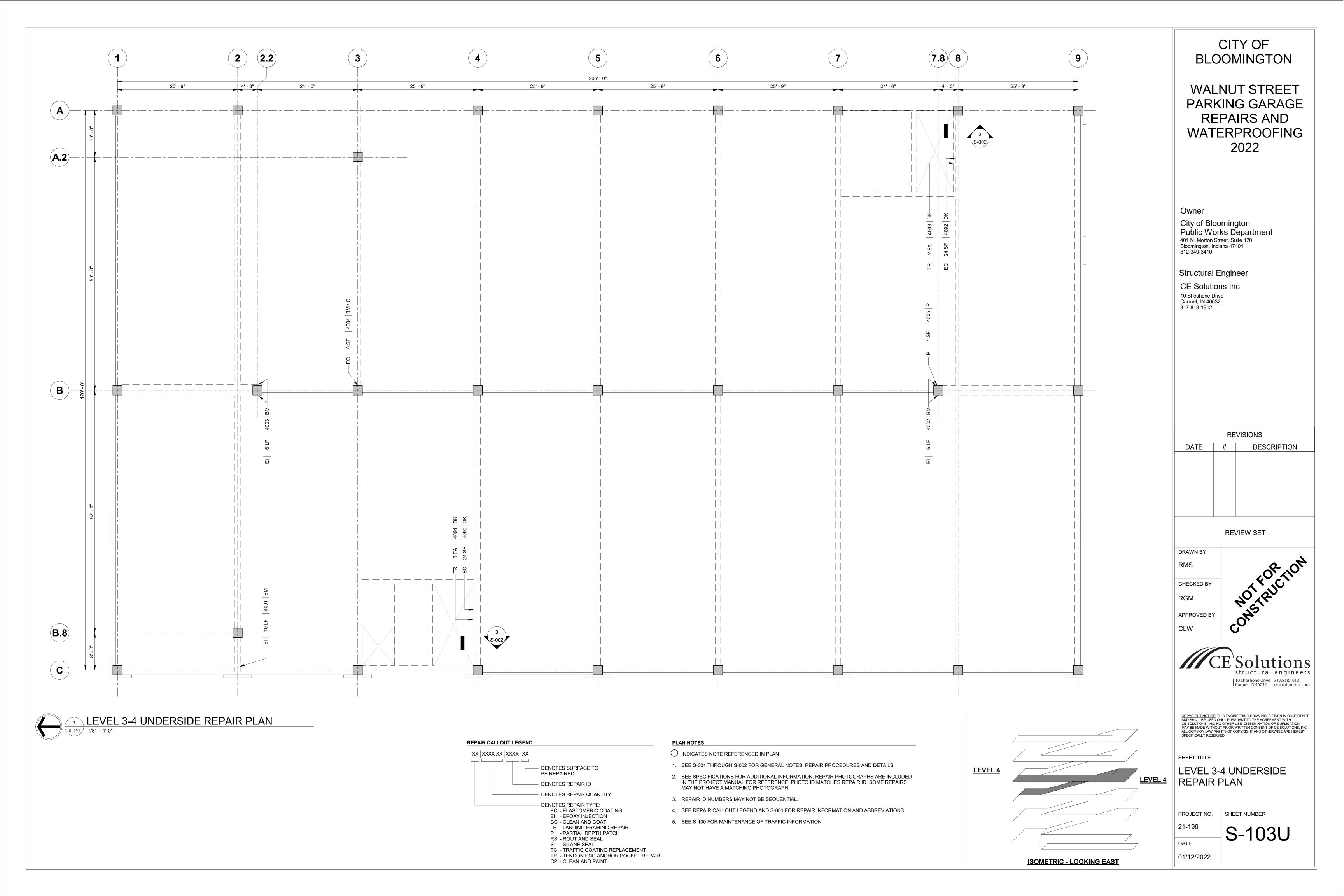


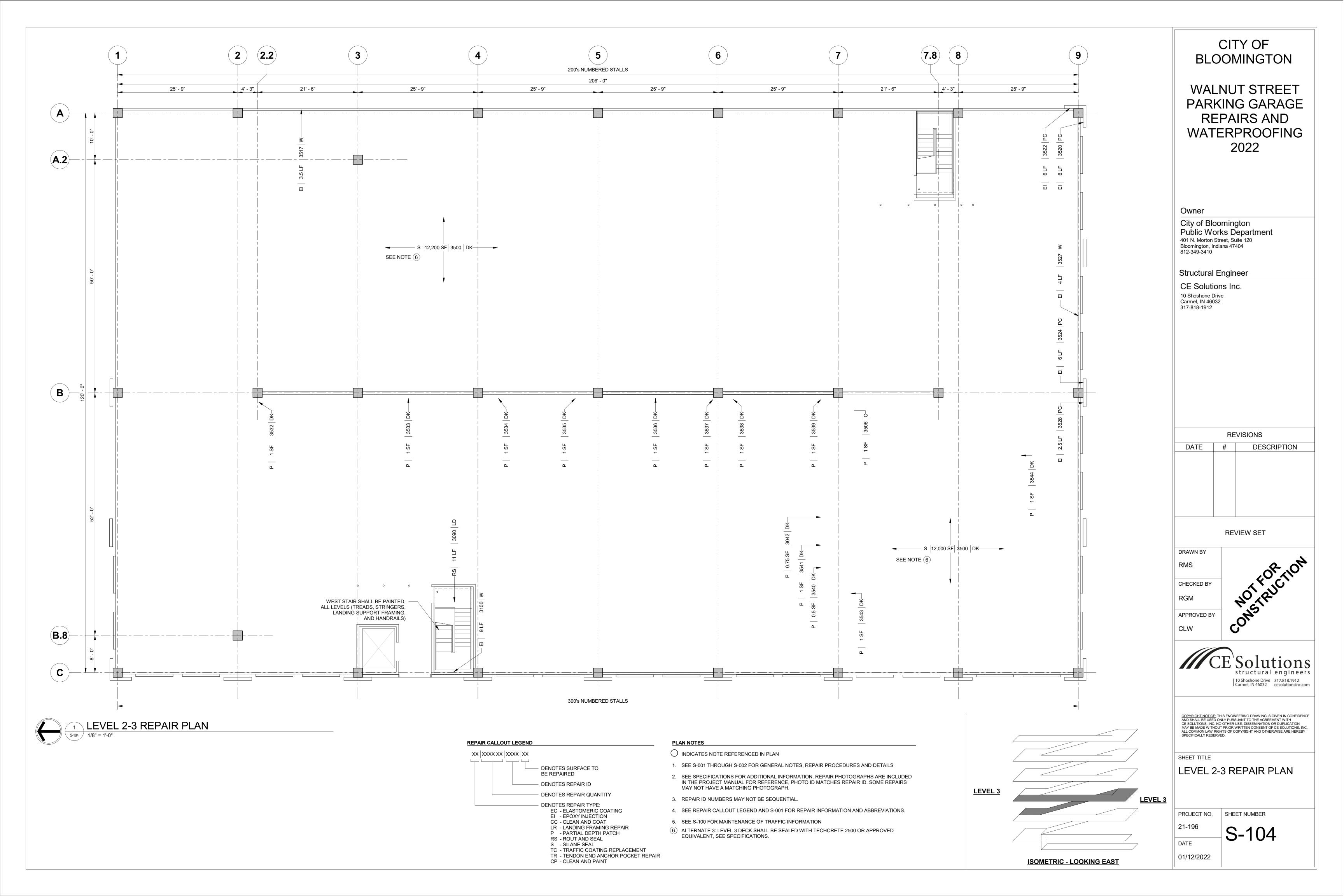


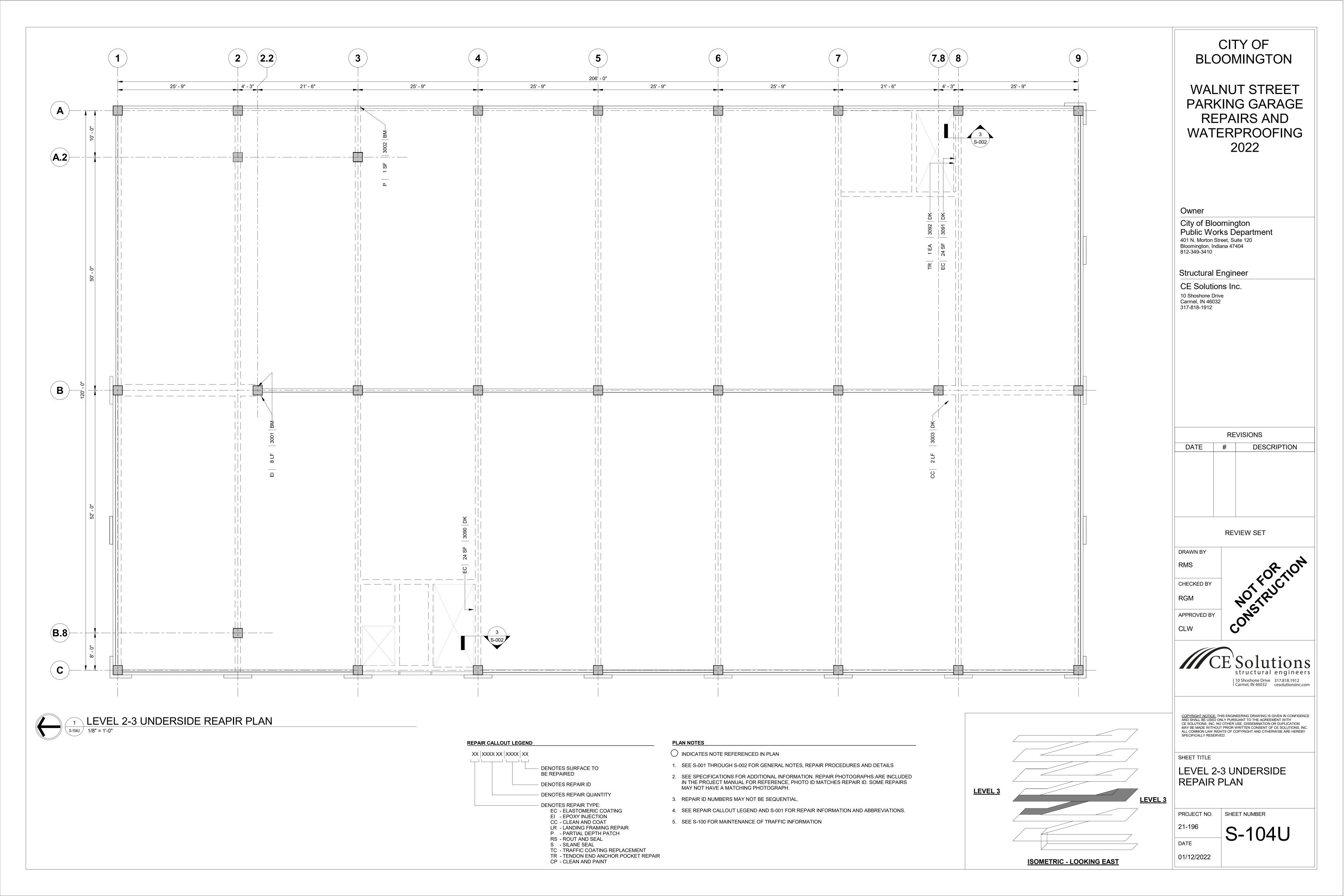


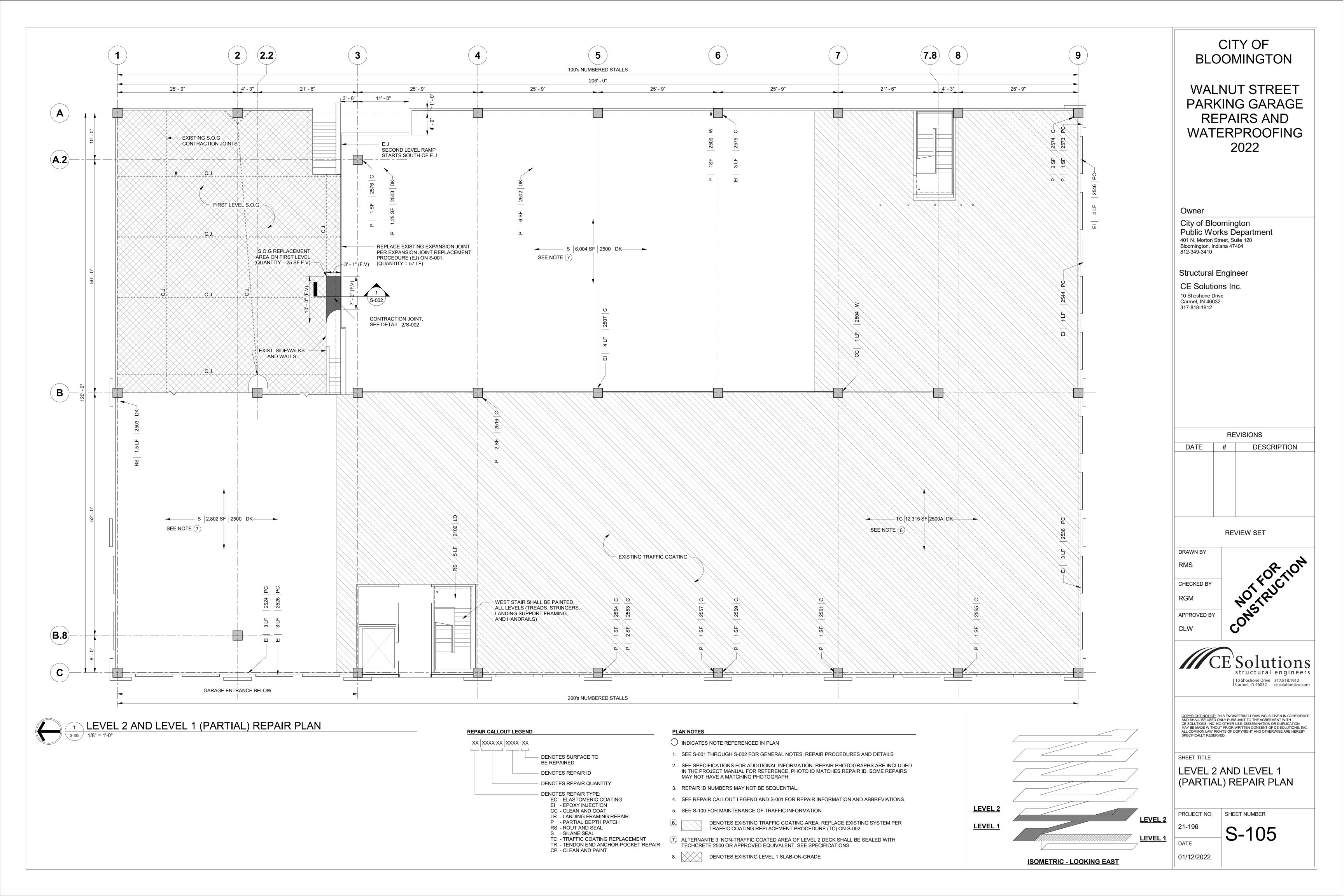


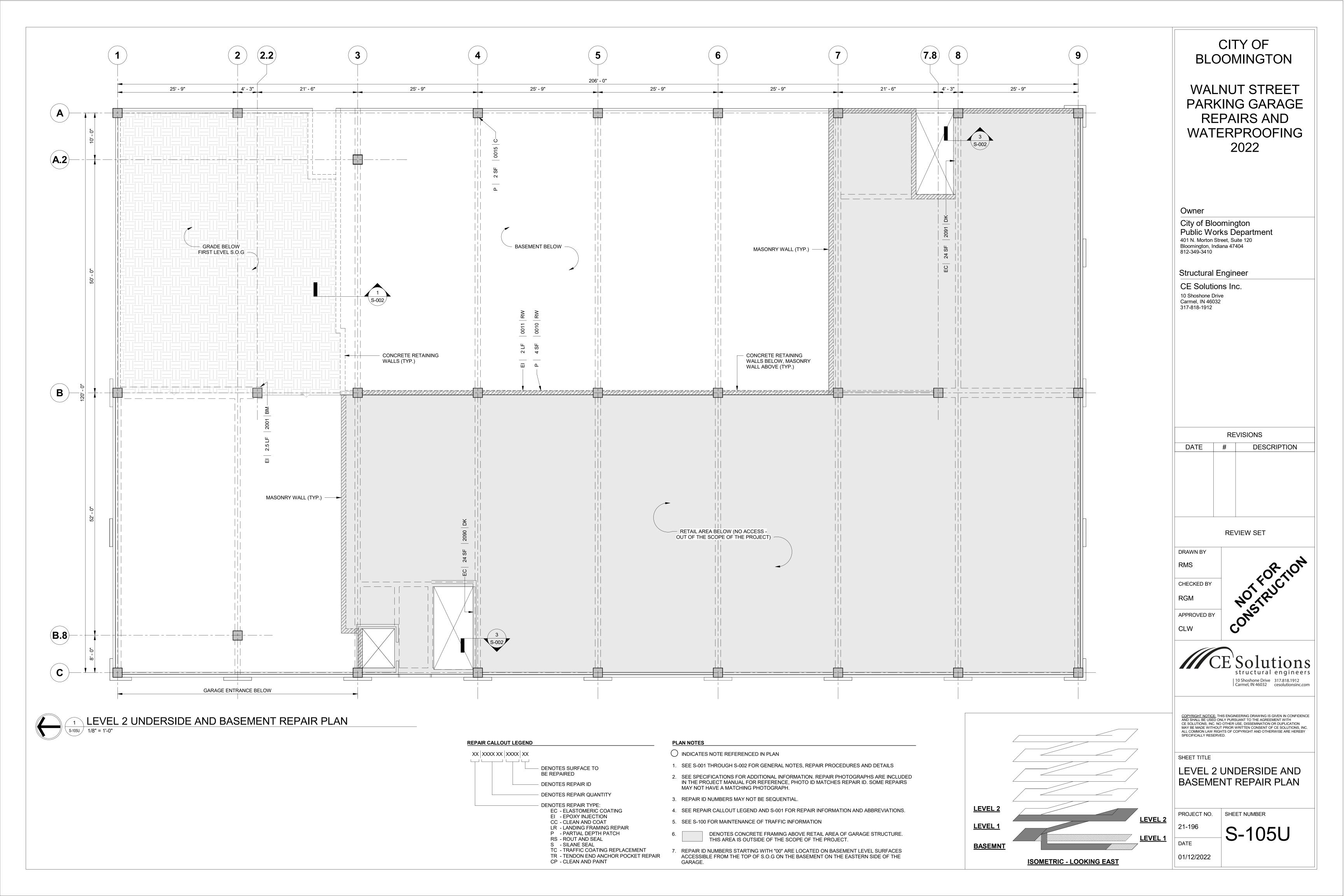




















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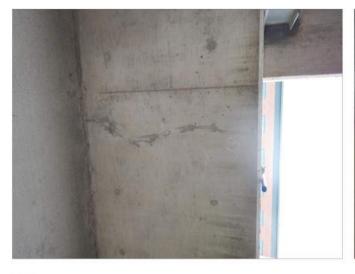




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4002-1 4002-2





4003-1 4003-2

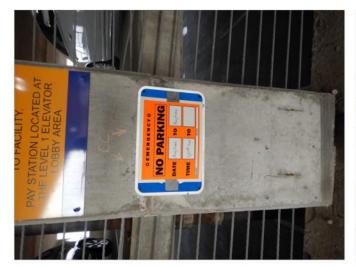




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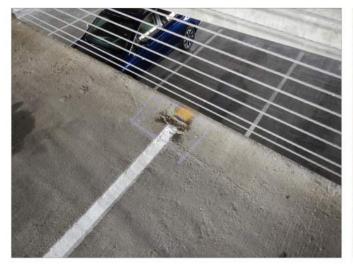




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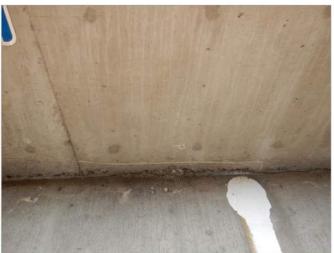












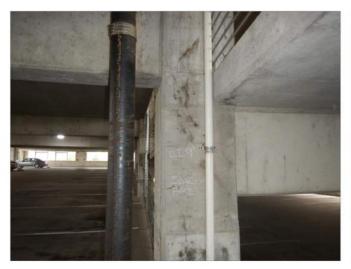
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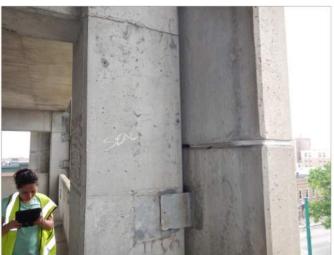










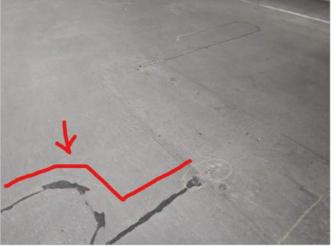


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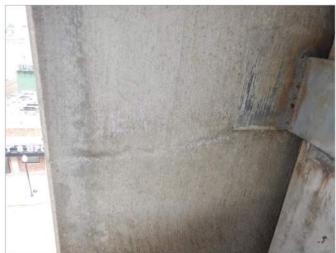












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6002

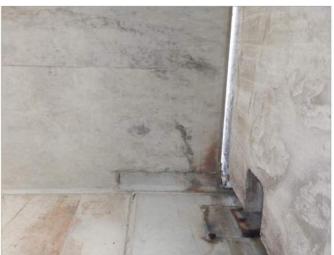






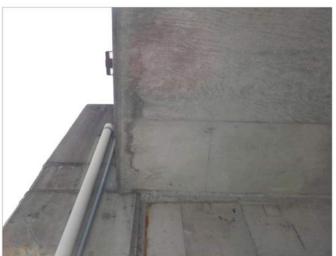






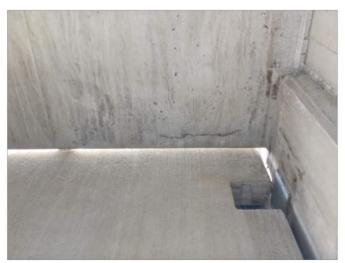
6011

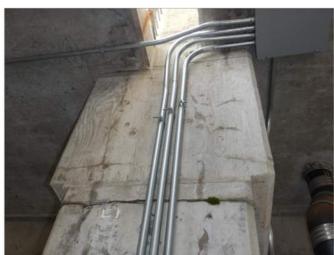






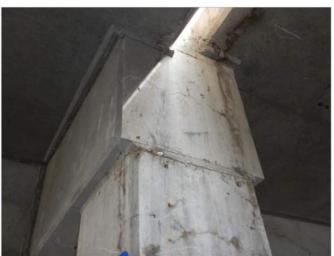






6017



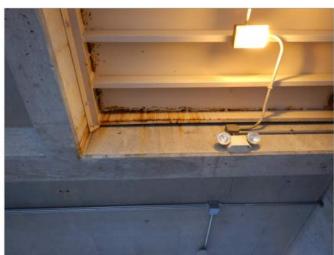






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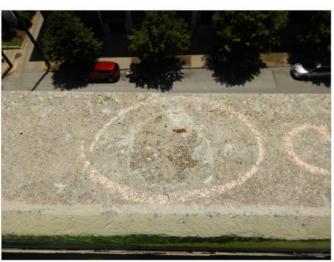






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WALNUT PARKING GARAGE REPAIRS AND WATERPROOFING - 2022 | CITY OF BLOOMINGTON, IN APPENDIX A | REPAIR PHOTOGRAPHS





6569 6570





AGREEMENT BETWEEN THE CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND Browning Chapman, LLC

This Agreement, entered into on this 24th day of May, 2022, by and between the City of Bloomington Department of Public Works (the "Department"), and Browning Chapman, LLC ("Contractor").

Article 1. Scope of Services After receiving a Notice to Proceed, Contractor shall perform repairs to the Walnut Street Garage of the following type: repairs to deck concrete, upper and lower deck, Northwest Stairwell painting, and expansion joint repair as outlined in 21-196 Walnut Street Garage PG Repairs submitted by CE Solutions. These services will be performed at the Walnut, Street Garage for a Not to Exceed cost of One Hundred Forty-Nine Thousand Nine Hundred Dollars (\$149,900.00). No work shall be performed outside of contract hours. 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 August 5th, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garage Manager. Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. <u>Standard of Care</u> 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 One Hundred Forty-Nine Thousand Nine Hundred Dollars (\$149,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

- **Article 6.** Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.
- Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.
- Article 8. <u>Identity of the Contractor</u> 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. <u>Independent Contractor Status</u> 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.** <u>Indemnification</u> 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. <u>Insurance</u> 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. <u>Assignment</u> 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. <u>Compliance with Laws</u> 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. <u>E-Verify</u> Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

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

Contractor: Browning Chapman, LLC, 2101 Bastian Court, Westfield, IN 46074

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

Article 23. <u>Integration and Modification</u> 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.

<u>CITY OF BLOOMINGTON</u>	Browning Chapman, LLC
Beth Cate, Corporation Counsel	Allan Browning, President
CITY OF BLOOMINGTON PUBLIC WORKS	
Adam Wason, Director	
Kyla Cox Deckard, President, Board of Public Works	

EXHIBIT AE-VERIFY AFFIDAVIT

STAT	E OF INDIANA))SS:			
COUN	VTY OF				
		A	AFFIDAVIT		
	The undersigned, bei	ng duly sworn, her	eby affirms and sa	ys that:	
1.	The undersigned is the	ie	of		·
2.	The company named i. has c	herein that employ	ys the undersigned	(company nam: with the City of Bloom	
3.	The undersigned here	by states that, to th	e best of his/her kn	e services to the City of nowledge and belief, then," as defined at 8 U	ne company named
4.	. ' ' ' ' '			r belief, the company	y named herein is
Signat	ure				
Printed	1 Name				
	E OF INDIANA))SS:			
COUN	TTY OF				
Before and ac	e me, a Notary Public in knowledged the execut	n and for said Countion of the foregoin	nty and State, pers ng this day o	onally appeared of	, 20
Notary	Public Printed Name		Notary P	'ublic's Signature	
Му Со	ommission Expires:		County o	of Residence:	
Му Со	ommission #:		_		

EXHIBIT B

STATE OF INDIANA)	
COUNTY OF) SS:)	
	NON-CO	LLUSION AFFIDAVIT
member, representative, or a entered into any combination	gent of the firm, collusion or agray person from ma	ng duly sworn on oath, says that he has not, nor has any other, company, corporation or partnership represented by him eement with any person relative to the price to be offered by king an offer nor to induce anyone to refrain from making an once to any other offer.
I affirm under the per to the best of my knowledge	nalties of perjury	AND AFFIRMATION that the foregoing facts and information are true and correct
Dated this	day of	, 20
	Brov	vning Chapman, LLC
	Ву:	
STATE OF INDIANA COUNTY OF)) SS:	
Before me, a Notary Public is and acknowledged the execut	n and for said Co tion of the forego	ing 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: Award Sidewalk Repair/Replacement Services

Contract to Groomer Construction, Inc.

Petitioner/Representative: Adam Wason, Public Works

Staff Representative: Joe VanDeventer, Street Division

Date: May 24, 2022

Report:

Bids were conducted, Groomer Construction Inc.'s bid was determined responsible and responsive. Groomer Construction, Inc., also has a history of providing favorable sidewalk repair/replacement services under contract with the City of Bloomington Public Works/Street Division.

6" beveled curb -- \$ 67.70 per foot 5'6" monolithic sidewalk -- \$ 78.60 per foot Standard 5' sidewalk -- \$ 70.00 per foot ADA compliant curb ramps -- \$ 85.50 per foot Print Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: Groomer Construction, Inc. Contract Amount: \$ 200,000 NTE

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 procure applicable)	ment method used to initiate this procure	ement: (Attach a quote or bid tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source Not Applicable (NA)
	Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase
2.	# of Submittals: 1 Met city requirements? Met item or need requirements? Was an evaluation team used?	please Bids	equested. Yes No ne lowest cost selected? (If no, state below why it was not.) opened at BPW work session on 5/23/2022 Groomer Construction. Inc only bid received.
3.	Was scoring grid used? Were vendor presentations requested State why this vendor was selected	ed to receive the award and contract:	
		Construction, Inc.'s bid was determined rvices of sidewalk repair/replacement by	
	Joe VanDeventer	Director of Street Operations Print/Type Title	PW/Street Division Department

2022 AGREEMENT BETWEEN CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND GROOMER CONSTRUCTION, INC.

This Agreement, entered into on this 24th day of May, 2022, by and between the City of Bloomington Department of Public Works (the "Department"), and Groomer Construction, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide sidewalk repair and replacement services during the remaining months of calendar year 2022. The Contractor shall furnish all necessary labor and material. These services will be performed at a set price of: Sixty-Seven Dollars and Seventy Cents (\$67.70) per foot for 6" beveled curb; Seventy-Eight Dollars and Sixty Cents (\$78.60) per foot for 5' 6" monolithic sidewalk; Seventy Dollars (\$70.00) per foot for standard 5' sidewalk; and Eighty-Five Dollars and Fifty Cents (\$85.50) per foot for ADA compliant curb ramps (ADA plates to be supplied by the City). Contractor shall inform the Department contact listed in Article 22 of this Agreement when invoiced contract service work has reached eighty percent (80%) of the not to exceed compensation amount provided in Article 4 of this Agreement. 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 31st, 2021, 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 Joe VanDeventer, Director of Street Operations, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. <u>Standard of Care</u> 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. <u>Compensation</u> The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00). Contractor shall submit an invoice to the Department upon completion of the Services described in Article 1. Invoice(s) shall be sent via email to <u>publicworks@bloomington.in.gov</u> 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 an 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. <u>Appropriation of Funds</u> 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. <u>Schedule</u> Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department.

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. <u>Identity of the Contractor</u> 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. <u>Independent Contractor Status</u> During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the Department. 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. <u>Indemnification</u> Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. <u>Insurance</u> 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. <u>Conflict of Interest</u> 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. <u>Waiver</u> 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. <u>Assignment</u> 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. <u>Non-Discrimination</u> 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. <u>Compliance with Laws</u> 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, Street Division, Attn: Joe VanDeventer, 1981 S. Henderson St., Bloomington, Indiana 47401.

Contractor: Groomer Construction, Inc., 6535 W. Ison Road, Bloomington, Indiana 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. <u>Integration and Modification</u> 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: <u>Renewal</u> This Agreement may be renewed for two 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	Groomer Construction, Inc.
Beth Cate, Corporation Counsel	Richard Groomer, President
CITY OF BLOOMINGTON PUBLIC WO	<u>RKS</u>
Adam Wason, Director	
Kyla Cox Deckard, President, Board of Public	works

"E-Verify AFFIDAVIT"

STATE OF INDIAN	I A)				
)SS:				
COUNTY OF		_)				
			E-Verify AFFIDA	VIT		
The und	lersigned, being c	luly sworn, hereby	affirms and says th	nat:		
1. The und	lersigned is the _		of _GROOME			
		a. (job title	•	(company	name)	
2. The cor	i. has cor		the undersigned: teking to contract wo ontract to provide s			provide services; OR gton.
			best of his/her kno as defined at 8 Un			any named herein does not
	dersigned herby s ates in the E-veri		oest of his/her belie	ef, the compan	y named herein	is enrolled in and
Richard Groo Printed Name	mer					
STATE OF INDIA	NA))SS:				
COUNTY OF Y	MONRDE	_)				
		for said County ar ne foregoing this _	nd State, personally	mappeared	Richard 20 3	
My Commission	Expires: [2[1	6724	Signature of Nota	ory R	Beel	
County of Reside	ence: WWW	ROÉ	Grago Printed Name of		Bel	
My Commission	#: NP 050	14360				
				SEAL)	GREGORY R My Commission December 15, Commission Number Monroe Cou	Expres 2024 NP0694350

SECTION IV CONTRACTOR'S NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He or she further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Office	this	23rd	day ofMay
		GRO	OMER CONSTRUCTION, INC.
	Bı	K	(Name of Organization)
	נט		The Marie Control
	tedor-dhi-ddoor-	rangaterinoopin a or ypadissioni, nom	President (Title of Person Signing)
	A	ACKNOW	/LEDGEMENT
STATE OF Indiana)		
COUNTY OF MONROE) ss)		
Before me, a Notary Public, persona	lly appear	ed the ab	ove-named Richard Groomer and
swore that the statements contained	in the fore	egoing do	cument are true and correct.
Subscribed and sworn to before me t	his <i>c</i>	} [day of May, 2022
			Gugory R Bell
			Notely Public
My Commission Expires: 13-	15/20	4	
County of Residence: MOY	roe	£	
My Commission #: NP 0 50	1435		
SEAL :	My Commis December Immission Nu	RY R BELL ssion Expires er 15, 2024 mber NP0694	350



Board of Public Works Staff Report

Project/Event: Sanitation Garage Bathroom Remodel

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 5/24/22

This contract is for the remodeling of the men's bathroom at the Sanitation garage. This project will include installation of an additional toilet, relocation of one bathroom door, urinals, flooring, floor coverings, and painting. We solicited three (3) quotes from the following contractors:

HFI - \$24,500.00 Heflin Industries - \$34,937.00 Ann-Kriss, LLC - \$23,471.60

Staff recommends awarding the contract to Ann-Kriss, LLC for \$23,471.60.

Respectfully submitted,

J. D. Boruff

Operations and Facilities Director

Public Works Department

Print Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: Ann-Kriss, Inc. Contract Amount: \$23,471.60

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	DN	
1.	Check the box beside the procuren applicable)	ment method used to initiate this p	procurement: (Attach a quote or	bid tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable
	Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	(NA)
2.	List the results of procurement pr # of Submittals: 3	ocess. Give further explanation w	where requested. Was the lowest cost selected? (If no,	Yes No
	Met city requirements?	v	please state below why it was not.)	
	Met item or need requirements? Was an evaluation team used?			
	Was scoring grid used?			
	Were vendor presentations requested?			
3.	State why this vendor was selected	d to receive the award and contrac	ct:	
	They were the lowest most response	onsive bidder.		
	JD Boruff	Director of Facilitie	es Public	c Works
	Print/Type Name	Print/Type Title	Depa	rtment

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS, LLC

FOR

SANITATION GARAGE BATHROOM REMODEL

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Ann-Kriss, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Sanitation Garage Bathroom Remodel**, (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

<u>1.01</u> 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 90 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.
- <u>3.02</u> Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Twenty-Three Thousand, Four Hundred Seventy-One Dollars and Sixty Cents (\$23,471.60)**. 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.

- <u>3.03</u> 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.
- <u>3.04</u> 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.
- <u>3.05</u> 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.
- <u>3.06</u> <u>Engineer</u> 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.
- A.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:

Coverag	<u>ge</u>	<u>Limits</u>
A.	Worker's Compensation & Disability	Statutory Requirements
В.	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
-	njury, personal injury, property damage, tual liability, products-completed operations,	and \$2,000,000 in the
General Aggregate Limit (other than Products/Completed Operations)		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. owned,	Comprehensive Auto Liability (single limit, 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	e 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.
- <u>S.06</u> <u>Necessary Documentation</u> 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.
- <u>5.07</u> <u>Applicable Laws</u> 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.
- <u>5.10</u> <u>Safety</u>. 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.
- <u>5.13</u> <u>Payment of Subcontractors</u> 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.
- <u>5.14</u> <u>Written Notice</u> 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	Ann-Kriss, LLC
Attn: J. D. Boruff, Facilities Director	Attn: Dave Padgett
401 North Morton Street, Suite 120	736 S. Morton St
Bloomington, Indiana 47404	Bloomington, Indiana 47403

- <u>5.15</u> <u>Severability and Waiver</u> 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 Agreeme	ent have hereunto set their hands.	
DATE:	_	
City of Bloomington Bloomington Board of Public Works	Ann-Kriss, LLC	
BY:	BY:	
Kyla Cox Deckard, President	Dave Padgett, Owner	
Beth H. Hollingsworth, Member		
Elizabeth Karon, Member	<u>—</u>	
Reth Cate Cornoration Counsel	<u> </u>	

ATTACHMENT 'A'

"SCOPE OF WORK"

Sanitation Garage Bathroom Remodel

This project shall include, but is not limited to:

Inclusions:

- Remove and dispose of the following:
 - -Tank Type Toilet
 - -Vanity
 - -North metal frame and door
 - -Vinyl base
- Remove and relocate urinal partition
- Remove and relocate existing urinal to accommodate for new toilet
- Cut concrete floor and excavate for new toilet and relocated urinal rough in
- Furnish and install all necessary sanitary waste piping for new toilet and relocated urinal
- Backfill and pour concrete floor
- Furnish and install 1" copper piping to new flush valve toilets, including pipe, fittings, hangers, and valves.
- Insulate new copper pipe.
- Furnish and install two (2) floor mount, flush valve toilets.
- Furnish and install two (2) wall hung lavatories and trim.
- Infill door opening with studs, insulation, and dry wall furnished smooth ready to paint.
- Furnish and install new metal KD door frame, metal door, hardware, and closer in new location.
- Furnish and install new powder coated steel toilet partition (close match to existing).
- Furnish and install new FRP (Fiberglass Reinforced Plastic) panels over existing ceramic tiles on walls and caulk as needed. FRP to be install on east and south walls.
- Furnish and install new toilet paper holder and mirrors above lavatories.
- Clean up of all debris upon completion.

Notes and Exclusions:

- Ceiling replacement
- Painting. To include the painting of the walls inside the restroom, in the hallway where door opening was, and the new door/frame.
- Sales Tax
- Overtime/Shift Work.

ATTACHMENT 'B'

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE	OF INDIANA)	SS:					
COUNT	Y OF)						
			AFFIDAVIT				
The un	dersigned, being duly sworn, l	hereby affirms an	d says that:				
1.	The undersigned is the				_ of		
		(job title)				
		(comp	any name)		<u>-</u> :		
2.	The undersigned is duly aut		•	execute this Qu	uoter's Affidavit.		
3.4.	 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. 						
	successful Quoter (Contract his/her Subcontractors) sha 29 C.F.R. 1926, Subpart P, ir United States Department of	II be accomplishe ncluding all subse	d in strict adher	ence with OSH	A trench safety standard	s contained in	
5. 6.	The undersigned Quoter ceridentical certification from a subcontracts and that he/sh following final acceptance. The Quoter acknowledges t Amount of Quote Prices are summarized below*:	any proposed Sub ne will retain such hat included in th	contractors that certifications in the various items	t will perform to a file for a per	rench excavation prior to riod of not less than three hedule of Quote Prices an	o award of the e (3) years and in the Total	
	Trench Safety Measure	Units of	Unit Cost	Unit	Extended Cost		
		Measure		Quantity			
A. B.							
C.							
D.							
				Total	\$		
Metho	d of Compliance (Specify)						
				Date:		, 20	
Signatu Printed							

STATE OF INDIAN	NA)			
) SS	:		
COUNTY OF)			
Before i	me, a Notary Public in a	and for said County and State, persona	lly appeared	
	and acknowle	dged the execution of the foregoing th	is day of	, 20
My Commission	Expires:	Signature of Notary Publ		
County of Reside	ence:		·	
		Printed Name of Notary	Public	
Commission #: _				
*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)			
COUNT	Y OF)SS:)			
			E-VERIFY AFFI	DAVIT	
	The undersigned, bein				
1.	The undersigned is the		of	(company name)	
2.	The company named h				
	i. has o	contracted with or s	eeking to contra	act with the City of Bloomington to	
3.4.	The undersigned herel not knowingly employ	by states that, to the an "unauthorized a y states that, to the	e best of his/he	ide services to the City of Blooming r knowledge and belief, the compa d at 8 United States Code 1324a(h) belief, the company named herein	ny named herein does (3).
Signatu	re		_		
Printed	Name		_		
	OF INDIANA))SS:			
COUNT	Y OF)			
acknow				te, personally appeared, 20	and
My Con	nmission Expires:				
			Nota	ary Public's Signature	
County	of Residence:			ted Name of Notary Public	
Commi	ssion 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 my knowledge and belief.		y that the foregoing facts a	nd information are true	and correct to the best of
Dated this	day of	, 20		
	1)	Name of Organization)		
	В	y:		
	(1)	Name and Title of Person Si	gning)	
STATE OF INDIANA)	cc.		
COUNTY OF	,	SS:		
Subscribed and s	worn to before me t	his day of	, 20	
My Commission Expires: _				
		Notary Public Signa	ture	
Resident of	County			
		Printed Name		
Commission Number				



Board of Public Works Staff Report

Project/Event: City Hall Bollard Installation

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 5/24/22

This contract is for the installation of removable traffic bollards in the east and west entrances of the City Hall parking lot. These bollards are being installed to comply with the Department of Homeland Security site requirements. We solicited three (3) quotes from the following:

Milestone - \$39,900.00 E&B Paving - \$53,700.00 Groomer Construction - \$35,040.00

Staff recommends awarding the contract to Groomer Construction for \$35,040.00.

Respectfully submitted,

J. D. Boruff

Operations and Facilities Director

Public Works Department

Print Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: Groomer Construction, Inc. Contract Amount: \$35,040.00

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

		PURCHASE INFORMATI	ON			
1.	Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)					
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable (NA)		
	Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	—— (NA)		
2.	List the results of procurement pr	t the results of procurement process. Give further explanation where requested. Yes No				
	# of Submittals: 3 Met city requirements? Met item or need requirements? Was an evaluation team used? Was scoring grid used? Were vendor presentations requested?	Yes No Yes V V V V V V V V V V V V V	Was the lowest cost selected? (If no please state below why it was not.)			
3.	State why this vendor was selected	d to receive the award and contra	ct:			
	They were the lowest most response					
	JD Boruff	Director of Faciliti	es Public	: Works		
	Print/Type Name	Print/Type Title	Depa	rtment		

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

GROOMER CONSTRUCTION, INC.

FOR

CITY HALL BOLLARD INSTALLATION

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **City Hall Bollard Installation**, (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 180 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 **Thirty-Five Thousand**, **Forty Dollars** (\$35,040.00). 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.

- <u>3.03</u> 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.
- <u>3.04</u> 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.
- <u>3.05</u> 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.
- <u>3.06</u> <u>Engineer</u> 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 <u>Default</u>: 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:

Coverag	<u>ge</u>	<u>Limits</u>
A.	Worker's Compensation & Disability	Statutory Requirements
В.	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
-	njury, personal injury, property damage, tual liability, products-completed operations,	and \$2,000,000 in the
	Aggregate Limit (other than Products/Completed	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. owned,	Comprehensive Auto Liability (single limit, 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	e 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.
- <u>S.06</u> <u>Necessary Documentation</u> 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.
- <u>5.07</u> <u>Applicable Laws</u> 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.
- <u>5.10</u> <u>Safety</u>. 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.
- <u>5.13</u> <u>Payment of Subcontractors</u> 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.
- <u>5.14</u> <u>Written Notice</u> 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	Groomer Construction, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Richard Groomer
401 North Morton Street, Suite 120	6535 W. Ison Rd.
Bloomington, Indiana 47404	Bloomington, Indiana 47403

- <u>5.15</u> <u>Severability and Waiver</u> 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.
- <u>5.16</u> <u>Notice to Proceed</u> 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 <u>Verification of Employees' Immigration Status</u>

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 Agreeme	ent have hereunto set their hands.	
DATE:	_	
City of Bloomington Bloomington Board of Public Works	Groomer Construction, Inc.	
BY:	BY:	
Kyla Cox Deckard, President	Richard D. Groomer, President	
Beth H. Hollingsworth, Member		
Elizabeth Karon, Member		
John Hamilton, Mayor of Bloomington		

ATTACHMENT 'A'

"SCOPE OF WORK"

City Hall Bollard Construction

This project shall include, but is not limited to:

Contractor shall furnish all labor and materials to complete the following:

Inclusions:

- Installation of ten (10) in ground mounting sleeves for removable bollards per manufacturers installation instructions. Drawings provided as part of this contract. Locations determined by City of Bloomington.
- Obtain all necessary utility locates, permits, or permissions that are required
- Maintain access to City Hall parking lot
- Provide all traffic control measures
- Dispose of all waste materials and spoils

Exclusions:

• City will provide mounting sleeves, and bollards.

ATTACHMENT 'B'

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE	OF INDIANA)) SS:				
COUN	TY OF)				
			AFFIDAVIT			
The ur	ndersigned, being duly swor	n, hereby affirms an	d says that:			
1.	. The undersigned is the				_ of	
		(job title)			
					·	
2.	. The undersigned is duly a		any name) ull authority to	execute this Qu	oter's Affidavit.	
3.	i. has con	tracted with or seek	king to contract	· · · · · · · · · · · · · · · · · · ·	f Bloomington to provid City of Bloomington.	e services; OR
4.	By submission of this Quo successful Quoter (Contra his/her Subcontractors) s 29 C.F.R. 1926, Subpart P United States Departmen	actor) all trench exca hall be accomplishe , including all subsec	avation done w d in strict adhei	thin his/her cor ence with OSH	ntrol (by his/her own for A trench safety standard	rces or by Is contained in
5. 6.	identical certification from subcontracts and that he following final acceptance. The Quoter acknowledge Amount of Quote Prices a	m any proposed Sub /she will retain such e. s that included in th	contractors that certifications in e various items	t will perform to a file for a per	rench excavation prior t iod of not less than thre hedule of Quote Prices a	o award of the e (3) years and in the Total
	summarized below*:					
	Trench Safety Measure	Units of	Unit Cost	Unit	Extended Cost]
		Measure		Quantity		
A. B.						-
C.						-
D.						†
				Total	\$	
Metho	od of Compliance (Specify) _					
 Signat	uire			Date:		, 20
Printe	d Name		•			

STATE OF INDIANA)		
) SS:		
COUNTY OF)		
Before me, a Not	tary 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)	
COUNT)SS: (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:	
3. 4.	 i. has contracted with or seeking to contract with the City of Bloomington to provide services; OF ii. is a subcontractor on a contract to provide services to the City of Bloomington. 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). The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program. 	
Signatu —————————Printed		
STATE (OF INDIANA))SS:	
COUNT	/ OF)	
acknow	Before me, a Notary Public in and for said County and State, personally appeared and ledged the execution of the foregoing this day of, 20	
My Con	nmission Expires:	
County	Notary Public's Signature of Residence: Printed Name of Notary Public	
Commis	Printed Name of Notary Public sion 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 omy knowledge and belief.	of perjury that	t the foregoing facts	and information a	are true a	ind correct t	o the best of
Dated this day of _		, 20				
	(Name	e of Organization)				
	Ву:					
	(Name	and Title of Person S	Signing)			
STATE OF INDIANA)					
COUNTY OF) SS:)					
Subscribed and sworn to befo	ore me this _	day of	, 20	·		
My Commission Expires:						
		Notary Public Sign	ature			
Resident of County		Printed Name				
Commission Number		riiiteu Naiile				



Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Harold Brown	01 - Refund Adoption fee - 4/23/2022		05/27/2022	75.00
	Account 43430 - Animal Adoption Fees Totals			\$75.00
Account 52110 - Office Supplies		Transactio	ins	
6530 - Office Depot, INC	01 - Dry Erase Boards		05/27/2022	13.98
	Account 52110 - Office Supplies Totals			\$13.98
Account 52210 - Institutional Supplies		Transactio	ns	
7508 - Elanco US INC	01 - Antibiotics		05/27/2022	166.02
313 - Fastenal Company	01 - Paper towels & Trash liners		05/27/2022	420.26
313 - Fastenal Company	01-Laundry Soap		05/27/2022	82.07
313 - Fastenal Company	01 - Brown Roll towels		05/27/2022	132.92
4586 - Hill's Pet Nutrition Sales, INC	01 - Dog, Cat and Kitten food		05/27/2022	364.76
4574 - John Deere Financial (Rural King)	01 - tarps, straw		05/27/2022	15.27
4574 - John Deere Financial (Rural King)	01 - Litter		05/27/2022	324.50
4549 - Kroger Limited Partnership I	01-leaf lettuce and Cilantro (6)		05/27/2022	16.68
4633 - Midwest Veterinary Supply, INC	01 - leash hanger		05/27/2022	20.00
4633 - Midwest Veterinary Supply, INC	01 - gloves		05/27/2022	32.80
4633 - Midwest Veterinary Supply, INC	01 - gloves		05/27/2022	32.80



4633 - Midwest Veterinary Supply, INC	01 - gloves & Nebulizer	05/27/2022	46.00
4633 - Midwest Veterinary Supply, INC	01 - Rabbit Food 50 lb	05/27/2022	62.33
		• •	
4633 - Midwest Veterinary Supply, INC	01 - appetite stimulant & antibiotics	05/27/2022	89.05
4633 - Midwest Veterinary Supply, INC	01 - Gloves	05/27/2022	98.40
4633 - Midwest Veterinary Supply, INC	01 - bandages, appetite stimulant and Wound	05/27/2022	127.55
4633 - Midwest Veterinary Supply, INC	care 01 - Anti parasities, Sedative	05/27/2022	209.88
4633 - Midwest Veterinary Supply, INC	01 - Medication, Needles, nebulizer porb,	05/27/2022	232.74
4633 - Midwest Veterinary Supply, INC	sanitizer 01 - rebate	05/27/2022	(261.98)
4633 - Midwest Veterinary Supply, INC	01 - Sanitizer	05/27/2022	1,646.00
4633 - Midwest Veterinary Supply, INC	01 - Sanitizer	05/27/2022	1,646.00
4137 - Patterson Veterinary Supply, INC	01 - (2) Touniquet	05/27/2022	7.70
4666 - Zoetis, INC	01 - Heartworm Medication	05/27/2022	394.80
4666 - Zoetis, INC	01 - Canine & feline vaccines, Solution,	05/27/2022	1,094.43
	antifungel meds Account 52210 - Institutional Supplies Totals	Invoice 24	\$7,000.98
Account F3210 Puilding Materials and Cumplies		Transactions	
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	01-spray paint & Flex Tape	05/27/2022	22.68
	Account 52310 - Building Materials and Supplies Totals	Invoice 1	\$22.68
Account 52420 - Other Supplies		Transactions	
4549 - Kroger Limited Partnership I	01 - outreach event supplies	05/27/2022	85.21
•			
5819 - Synchrony Bank	01-Otterbox & Phone Adapter	05/27/2022	54.62
	Account 52420 - Other Supplies Totals	Invoice 2	\$139.83
Account 53130 - Medical		Transactions	



			03/2//22
54639 - Shake Veterinary Services, INC (Town & Country Vet	01 - Emergency Spay	05/27/20	594.89
	Account 53130 - Medical Totals	Invoice 1 Transactions	\$594.89
Account 53540 - Natural Gas			
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	01-ACC-gas bill 4/4-5/3/22	05/16/20)22 375.53
6769 - EDF, INC (EDF Energy Services)	06-City FacNatural Gas Commodity-April 2022 management fee	05/16/20	022 1,248.51
	Account 53540 - Natural Gas Totals	Invoice 2 Transactions	\$1,624.04
Account 53610 - Building Repairs		Hansacuons	
4483 - City Lawn Corporation	01-SA Mowing at ACC 4/13-4/27/22	BC 2021-104 05/27/20	360.00
321 - Harrell Fish, INC (HFI)	01-Cleared floor drains out due to back up @ ACC	BC 2021-116 05/27/20	022 865.50
	Account 53610 - Building Repairs Totals		\$1,225.50
Account 53990 - Other Services and Charges		Transactions	
60 - Monroe County Solid Waste Management District	01 - sharps disposal	05/27/20	022 55.20
	Account 53990 - Other Services and Charges Totals		\$55.20
	Program 010000 - Main Totals	Transactions Invoice 35	\$10,752.10
Program 010001 - Donations Over \$5K		Transactions	
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01 - Heartworm treatment & Emergency	05/27/20	022 631.61
6529 - BloomingPaws, LLC	Wound repair on male hound 01 - Diagnostics & Heartworm treatment on	05/27/20)22 483.83
3929 - IDEXX Laboratories, INC	Domestic shorthair cat 01 - Diagnostic Lab work	05/27/20	941.08
54639 - Shake Veterinary Services, INC (Town & Country Vet	01 - Bloodwork, Biopsy, Histopathology	05/27/20	022 628.56
	Account 53130 - Medical Totals	Invoice 4 Transactions	\$2,685.08
	Program 010001 - Donations Over \$5K Totals		\$2,685.08



			03/2//22
	Department 01 - Animal Shelter Totals	Invoice 39 Transactions	\$13,437.18
Department 02 - Public Works		Transactions	
Program 020000 - Main			
Account 46060 - Other Violations			
Stephen Lee	26-Refund ticket that was voided #22203001170	05/27/2022	30.00
	Account 46060 - Other Violations Totals	Invoice 1 Transactions	\$30.00
Account 53170 - Mgt. Fee, Consultants, and Workshops		Tansacaons	
7905 - IMS Infrastructure Management Services, LLC	20-Asset management data collection services	BC 2021-81 05/27/2022	13,584.75
	3170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1 Transactions	\$13,584.75
Account 53710 - Land Rental			
1136 - The Indiana Rail Road Company	02-Polly Grimshaw Trail Annual Lease- Indiana RR-6/10/22-6/9/23	05/27/2022	1,641.50
	Account 53710 - Land Rental Totals	Invoice 1 Transactions	\$1,641.50
Account 53990 - Other Services and Charges			
4408 - Environmental Systems Research Institute,INC ESRI	02- ESRI Annual Software License Renewal PW-5/1/22-4/30/23	05/27/2022	1,642.27
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$1,642.27
	Program 020000 - Main Totals	Invoice 4 Transactions	\$16,898.52
Program 02RCVR - Recover Forward		Hansacuons	
Account 53990 - Other Services and Charges			
6611 - Precision Concrete, INC	20-Recover Forward-SW trip hazard removal contract-4/6/22	BC 2021-74 05/27/2022	29,457.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$29,457.00
	Program 02RCVR - Recover Forward Totals	Invoice 1	\$29,457.00
	Department 02 - Public Works Totals	Transactions Invoice 5 Transactions	\$46,355.52



Invoice Date Range 05/14/22 - 05/27/22

Department 03 - City Cla	~~ ~

Program 030000 - Main

Account **52420 - Other Supplies**

Account 52420 - Other Supplies			
53442 - Paragon Micro, INC	03-computer monitor	05/27/2022	237.99
	Account 52420 - Other Supplies Totals	Invoice 1	\$237.99
	Program 030000 - Main Totals	Transactions Invoice 1 Transactions	\$237.99
	Department 03 - City Clerk Totals	Invoice 1 Transactions	\$237.99
Department 04 - Economic & Sustainable Dev		Transactions	
Program 040000 - Main			
Account 52420 - Other Supplies			
4583 - Jean B Smiths (Bikesmiths)	04- Bike supplies and parts for TDM	05/27/2022	96.78
	Account 52420 - Other Supplies Totals	Invoice 1	\$96.78
Account 53960 - Grants		Transactions	
1051 - Bloomington Economic Development Corp	04-2021 Ops Support and CEDS Funding Agmt	05/27/2022	25,000.00
8182 - Paul Fogleman	04-BGHIP Paul Fogleman Rebate	05/27/2022	1,000.00
8178 - Amelia Mendota	04-BGHIP Rebate-Mendota	05/27/2022	1,000.00
3475 - Chad E Roeder	04-BGHIP Rebate-Roeder	05/27/2022	1,000.00
	Account 53960 - Grants Totals	Invoice 4 Transactions	\$28,000.00
Account 53970 - Mayor's Promotion of Business		Halisacuolis	
10 - Bledsoe Riggert Cooper & James INC	04: Survey work for Tech Center-Trades District Lot 2 Amend	05/27/2022	3,370.00
A	Account 53970 - Mayor's Promotion of Business Totals	Invoice 1 Transactions	\$3,370.00

Account **53990 - Other Services and Charges**



Invoice Date Range 05/14/22 - 05/27/22

Transactions

		05/2//22
04- City Operations Composting (City Hall,	05/27/2022	360.00
04- BCOS - Racial Equity Impact Assessment	05/27/2022	1,500.00
	Invoice 2	\$1,860.00
Program 040000 - Main Totals	Transactions Invoice 8	\$33,326.78
j	Transactions	, ,
04-BCT Technical Improvement Grant (Centennial)-2022	05/27/2022	90,543.90
Account 53960 - Grants Totals		\$90,543.90
Program 04RCVR - Recover Foward Totals	Invoice 1	\$90,543.90
	Transactions	
04-Waldron-120 S. Walnut-elec chgs 4/2-5/2/22	05/16/2022	927.09
Account 53510 - Electrical Services Totals	Invoice 1	\$927.09
	Hansactions	
04- HVAC work at Waldron - WO:22-0085514	BC 2021-90 05/27/2022	26,950.00
04-box rags, toilet flapper, flush lever, toilet	05/27/2022	30.06
	Invoice 2	\$26,980.06
Account DD 20 Daniang Repairs Totals	Transactions	Ψ20/300100
04- Waldron - Fiber Broadband Service	05/16/2022	586.01
04-Gallery Walk Dues Jan-Jun 2022	05/27/2022	475.00
04- Vinyl decal and printing of programs -	05/27/2022	108.00
WALDRON OPENING		
	etc.)-5/11/22 04- BCOS - Racial Equity Impact Assessment Presentation Account 53990 - Other Services and Charges Totals Program 040000 - Main Totals 04-BCT Technical Improvement Grant (Centennial)-2022 Account 53960 - Grants Totals Program 04RCVR - Recover Foward Totals 04-Waldron-120 S. Walnut-elec chgs 4/2-5/2/22 Account 53510 - Electrical Services Totals 04- HVAC work at Waldron - WO:22-0085514 04-box rags, toilet flapper, flush lever, toilet tank lever Account 53610 - Building Repairs Totals 04- Waldron - Fiber Broadband Service 04-Gallery Walk Dues Jan-Jun 2022 04- Vinyl decal and printing of programs -	etc.)-5/11/22 04- BCOS - Racial Equity Impact Assessment Presentation Account 53990 - Other Services and Charges Totals Program 040000 - Main Totals Program 040000 - Main Totals 04-BCT Technical Improvement Grant (Centennial)-2022 Account 53960 - Grants Totals Program 04RCVR - Recover Foward Totals Program 04RCVR - Recover Foward Totals 04-Waldron-120 S. Walnut-elec chgs 4/2- 5/2/22 Account 53510 - Electrical Services Totals 04- HVAC work at Waldron - WO:22-0085514 04- BC 2021-90 05/27/2022 04-box rags, toilet flapper, flush lever, toilet tank lever Account 53610 - Building Repairs Totals 04- Waldron - Fiber Broadband Service 04- Gallery Walk Dues Jan-Jun 2022 04- Vinyl decal and printing of programs - 05/27/2022



	Program 04WALD - Waldron Arts Center Totals	Invoice 6 Transactions	\$29,076.16
	Department 04 - Economic & Sustainable Dev Totals	Invoice 15	\$152,946.84
Department 05 - Common Council		Transactions	
Program 050000 - Main			
Account 53910 - Dues and Subscriptions			
7712 - Indiana Municipal Lawyers Assoc., INC (IMLA)	05 - 2022 IMLA Membership Dues - Lucas	05/27/2022	85.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$85.00
	Program 050000 - Main Totals	Transactions Invoice 1	\$85.00
	Department 05 - Common Council Totals	Transactions Invoice 1 Transactions	\$85.00
Department 06 - Controller's Office			
Program 060000 - Main			
Account 52420 - Other Supplies			
5819 - Synchrony Bank	06-Web cam for John Colarusso	05/27/2022	63.94
5819 - Synchrony Bank	06-Web cam for C. Gilliland OOTC	05/27/2022	63.94
	Account 52420 - Other Supplies Totals	Invoice 2	\$127.88
Account 53170 - Mgt. Fee, Consultants, and Workshops		Transactions	
50587 - Barnes & Thornburg LLP	06- Fees for legal services rendered for City	05/27/2022	1,617.00
50587 - Barnes & Thornburg LLP	proi-3/3-3/11/22 06- Municipal advice thru April 30, 2022	05/27/2022	6,893.00
Account	53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 2 Transactions	\$8,510.00
Account 53990 - Other Services and Charges		Hallouctions	
391 - O. W. Krohn & Associates, LLP	06-Financial Consulting	05/27/2022	4,000.00
5444 - Tyler Technologies, INC	06-Energov Community Development Software	05/27/2022	4,893.75



			,,
	Account 53990 - Other Services and Charges Totals	Invoice 2	\$8,893.75
	Program 060000 - Main Totals	Transactions Invoice 6	\$17,531.63
	Department 06 - Controller's Office Totals	Transactions Invoice 6	\$17,531.63
Department 07 - Engineering		Transactions	
Program 070000 - Main			
Account 52110 - Office Supplies			
5099 - Office Three Sixty, INC	07-Supplies for Admin Asststapler/tape	05/27/2022	131.52
5099 - Office Three Sixty, INC	dispenser/scissors, et 07 - Appt Book	05/27/2022	68.30
5099 - Office Three Sixty, INC	07 - Mesh Pen Holder	05/27/2022	8.38
	Account 52110 - Office Supplies Totals	Invoice 3	\$208.20
Account 52420 - Other Supplies		Transactions	
5819 - Synchrony Bank	07-Coat Rack - New office space for Eng. Admin. Assistant	05/27/2022	79.89
	Account 52420 - Other Supplies Totals	Invoice 1	\$79.89
Account 53990 - Other Services and Charges		Transactions	
4408 - Environmental Systems Research Institute,INC ESRI	07-2022 Annual ESRI Renewal-5/1/22-4/30/23	05/27/2022	2,320.00
4898 - Oman Systems, INC	07 - BidTabs Sub-5/4-11/30/22-S. Gomez	05/27/2022	1,280.00
7905 - IMS Infrastructure Management Services, LLC	20-Asset management data collection services	05/27/2022	15,000.00
	Account 53990 - Other Services and Charges Totals	Invoice 3	\$18,600.00
Account 54110 - Land Purchase		Transactions	
8029 - Fields II, LLC	07-B-Line Trail Multi-Use Path-Parcel 14	05/27/2022	15,105.00
	Account 54110 - Land Purchase Totals	Invoice 1	\$15,105.00
Account 54310 - Improvements Other Than Building		Transactions	



Board of Public Works Claim Register

Invoice Date Range 05/14/22 -

		_	05/27/22
7059 - Eagle Ridge Civil Engineering Services, LLC	07-Downtown Curb Ramps PH 3-Inv. date 4/15/22	BC 2021-25 05/27/2022	13,453.26
	Account 54310 - Improvements Other Than Building Totals		\$13,453.26
	Program 070000 - Main Totals	Transactions Invoice 9	\$47,446.35
	•	Transactions	
	Department 07 - Engineering Totals	Invoice 9 Transactions	\$47,446.35
Department 09 - CFRD			
Program 090000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	09-tape, post-it notes, binder, 5 tab dividers	05/27/2022	35.12
	Account 52110 - Office Supplies Totals		\$35.12
	Program 090000 - Main Totals	Transactions Invoice 1	\$35.12
	Department 09 - CFRD Totals	Transactions Invoice 1	\$35.12
	Department 09 - CFKD Totals	Transactions	\$33.12
Department 10 - Legal			
Program 100000 - Main			
Account 53120 - Special Legal Services			
7107 - Jawn J Bauer (Bauer & Densford)	10 -legal services Jones case-4/29/22	05/27/2022	25.00
19660 - Bose McKinney & Evans, LLP	10- Annexation Remonstrances -4/5-4/27/22	05/27/2022	2,595.50
3515 - Dentons Bingham Greenebaum LLP	10-legal services telecommunications 12/1/21-2/14/22	05/27/2022	31,415.00
7869 - Dentons US LLP	10 -legal serv federal advocacy public policy adv-thru 10/31/21	05/27/2022	5,000.00
	Account 53120 - Special Legal Services Totals		\$39,035.50
Account 53160 - Instruction		Transactions	
259 - Indiana Association Of Cities & Towns (AIM)	10-2022 municipal law seminar-	05/27/2022	1,280.00
	Cate/Rouker/Wheeler/Lacy	Tourism 4	d1 200 00

Account **53160 - Instruction** Totals

Invoice 1 Transactions

\$1,280.00



			03/2//22
	Program 100000 - Main Totals	Invoice 5 Transactions	\$40,315.50
Program 101000 - Human Rights			
Account 52420 - Other Supplies			
55092 - WonderLab Museum of Science, Health & Technology	10-BHRC contest prizes -group passes (33)	05/27/2022	214.50
Assessed F2010 Processed Collegeistics	Account 52420 - Other Supplies Totals	Invoice 1 Transactions	\$214.50
Account 53910 - Dues and Subscriptions			
7712 - Indiana Municipal Lawyers Assoc., INC (IMLA)	10- 2022 membership Lacy	05/27/2022	85.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$85.00
	Program 101000 - Human Rights Totals	Invoice 2	\$299.50
	Department 10 - Legal Totals	Transactions Invoice 7	\$40,615.00
Department 11 - Mayor's Office		Transactions	
Program 110000 - Main			
Account 47110 - Miscellaneous			
5819 - Synchrony Bank	11 -wireless headset	05/27/2022	199.95
	Account 47110 - Miscellaneous Totals	Invoice 1	\$199.95
Account 52110 - Office Supplies		Transactions	
5819 - Synchrony Bank	11-batteries, dish soap	05/27/2022	40.57
5819 - Synchrony Bank	11-banner clips	05/27/2022	35.98
	Account 52110 - Office Supplies Totals	Invoice 2 Transactions	\$76.55
Account 53910 - Dues and Subscriptions			
53442 - Paragon Micro, INC	11 -Cloud Storage- New user	05/27/2022	394.99
5954 - The Greater Bloomington Chamber Of Commerce, INC	11 -2022 Membership dues	05/27/2022	1,140.00



			03/2//22
158 - United States Conference of Mayors	11 -Yearly Member Billing 2022	05/27/2022	5,269.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 3 Transactions	\$6,803.99
Account 53990 - Other Services and Charges			
8050 - Bloomington Interiors (ETC for the home)	11 -Blackout drapery & Installment Office A	05/27/2022	2,948.10
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$2,948.10
	Program 110000 - Main Totals	Invoice 7 Transactions	\$10,028.59
	Department 11 - Mayor's Office Totals	Invoice 7 Transactions	\$10,028.59
Department 12 - Human Resources			
Program 120000 - Main			
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings	12-Job Ads-billing period April 2022	05/27/2022	394.90
	Account 53320 - Advertising Totals	Invoice 1 Transactions	\$394.90
	Program 120000 - Main Totals	Invoice 1	\$394.90
	Department 12 - Human Resources Totals	Transactions Invoice 1	\$394.90
Department 13 - Planning		Transactions	
Program 130000 - Main			
Account 52420 - Other Supplies			
Account 52420 - Other Supplies 5099 - Office Three Sixty, INC	07-Phone Display System DBL-5542-00 (Eng.	05/27/2022	142.47
	07-Phone Display System DBL-5542-00 (Eng. Admin. Asst.) Account 52420 - Other Supplies Totals	Invoice 1	142.47 \$142.47
	Admin. Asst.)	, ,	
5099 - Office Three Sixty, INC	Admin. Asst.) Account 52420 - Other Supplies Totals	Invoice 1	



Invoice Date Range 05/14/22 - 05/27/22

Transactions

			03/2//22
7905 - IMS Infrastructure Management Services, LLC	20-Asset management data collection services	BC 2021-81 05/27/2022	10,000.00
	Account 53990 - Other Services and Charges Totals	Invoice 3	\$16,011.49
	Program 130000 - Main Totals	Transactions Invoice 4	\$16,153.96
	•	Transactions	, ,
Program 132000 - MPO			
Account 53990 - Other Services and Charges			
5217 - Midwestern Software Solutions, LLC	13-Transportation Data Management Systems-7/1/22-6/30/23	05/27/2022	2,321.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$2,321.00
	Program 132000 - MPO Totals	Transactions Invoice 1	\$2,321.00
	rrogram 152000 Fil O Totals	Transactions	Ψ2,321.00
	Department 13 - Planning Totals	Invoice 5	\$18,474.96
Department 19 - Facilities Maintenance		Transactions	
Program 190000 - Main			
Account 52310 - Building Materials and Supplies			
177 - Indiana Oxygen Company, INC	19- 2 - Safety Glasses	05/27/2022	18.38
177 - Indiana Oxygen Company, INC	19-Oxygen Rental	05/27/2022	40.20
394 - Kleindorfer Hardware & Variety	19-2 brushes for Facilities	05/27/2022	10.38
394 - Kleindorfer Hardware & Variety	19-Krylow paint, Metallic paint, spray grip for	05/27/2022	19.07
394 - Kleindorfer Hardware & Variety	Facilities 19-caulk gun & 4 tubes of PL400 for Facilities	05/27/2022	24.45
394 - Kleindorfer Hardware & Variety	19-chemical bottle, gal of ground clear for	05/27/2022	35.28
394 - Kleindorfer Hardware & Variety	Facilities 19-(2) fill valves for Facilities	05/27/2022	18.98
394 - Kleindorfer Hardware & Variety	19-Electrical plug,Mach. bolts,picture hardware.Angle brace, PVC	05/27/2022	46.93
	Account 52310 - Building Materials and Supplies Totals	Invoice 8	\$213.67

Account **52430 - Uniforms and Tools**



Invoice Date Range 05/14/22 - 05/27/22

				05/2//22
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employee-4/28/22	BC 2009-52	05/27/2022	30.84
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employees-5/5/22	BC 2009-52	05/27/2022	30.84
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniforms for Facility Employee-5/12/22	BC 2009-52	05/27/2022	30.84
Account 53610 - Building Repairs	Account 52430 - Uniforms and Tools Totals	Invoic Transaction		\$92.52
			((
6378 - ANN-KRISS, LLC	19-SA Drywall Repairs for ITS Suite - 80% Complete	BC 2021-122	05/27/2022	6,145.00
4483 - City Lawn Corporation	19-SA Mowing at City Hall 4/7-4/28/22	BC 2021-104	05/27/2022	150.00
4483 - City Lawn Corporation	19-SA Mowing at 2541 W 3rd St 4/7-4/27/22	BC 2021-104	05/27/2022	150.00
4483 - City Lawn Corporation	19-SA Mowing at 1910 W. 3rd St 4/7-4/27/22	BC 2021-104	05/27/2022	120.00
321 - Harrell Fish, INC (HFI)	19-Quarterly Planned Maintenance @ City Hall	BC 2021-111	05/27/2022	2,027.00
321 - Harrell Fish, INC (HFI)	May 2022 19-Repair of heat pumps @ City Hall	BC 2021-111	05/27/2022	1,355.88
7402 - Nature's Way, INC	19-SA for April 2022 Plant Maintenance Billing	BC 2021-141	05/27/2022	353.43
	Account 53610 - Building Repairs Totals			\$10,301.31
	Program 190000 - Main Totals	Transaction Invoic		\$10,607.50
	Department 19 - Facilities Maintenance Totals	Transaction Invoic		\$10,607.50
Department 28 - ITS		Transaction	ns .	
Program 280000 - Main				
Account 53170 - Mgt. Fee, Consultants, and Workshops				
2898 - JDH Contracting, INC	28 - Peoples Park Fiber Extension - Parks Wifi		05/27/2022	2,502.63
5534 - Presidio Holdings, INC	project 28-Morton St Garage-physical security field		05/27/2022	280.00
•	service	.		+2.702.62
	- Mgt. Fee, Consultants, and Workshops Totals	Invoic Transaction		\$2,782.63
A				

Account 53640 - Hardware and Software Maintenance



4408 - Environmental Systems Research Institute,INC ESRI	28 - ITS portion - 2022 annual maint. renewal- 5/1/22-4/30/23	05/27/2022	9,400.00
Account 53	640 - Hardware and Software Maintenance Totals	Invoice 1	\$9,400.00
Account 53910 - Dues and Subscriptions		Transactions	
·			
5786 - Promevo, LLC	28 - Google Voice subscription ITS after hours April 2022	05/27/2022	49.75
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$49.75
Account 54420 - Purchase of Equipment		Transactions	
Account 54420 - Furchase of Equipment			
53442 - Paragon Micro, INC	28 - Dell 22inch monitor and dock - Jessica	05/27/2022	537.98
5819 - Synchrony Bank	Watson 28 - Anker USB C to HDMI adapter	05/27/2022	17.89
5819 - Synchrony Bank	28 - Dell laptop charger 45W	05/27/2022	36.99
5819 - Synchrony Bank	28 - Samsung 500GB internal solid state drive	05/27/2022	59.99
5819 - Synchrony Bank	28 - Samsung 500GB solid state drive	05/27/2022	59.99
5819 - Synchrony Bank	28 - 10 wired keyboard and mouse combos, 3 Dell optical mice	05/27/2022	225.87
5819 - Synchrony Bank	28 - 15 USB cables for ITS stock	05/27/2022	280.31
	Account 54420 - Purchase of Equipment Totals	Invoice 7	\$1,219.02
	Program 280000 - Main Totals	Transactions Invoice 11	\$13,451.40
	Department 28 - ITS Totals	Transactions Invoice 11	\$13,451.40
	Department 26 - 113 Totals	Transactions	\$13,431.40
	Fund 101 - General Fund (S0101) Totals	Invoice 126	\$371,647.98
Fund 176 - ARPA Local Fiscal Recvry (S9512)		Transactions	
Department 04 - Economic & Sustainable Dev			
Program G21005 - ARPA COVID Local Fiscal Recovery			
Account 53960 - Grants			
6714 - Dimension Mill, INC	04: Reboot Tech Center The Mill	05/27/2022	30,000.00



Invoice Date Range 05/14/22 - 05/27/22

			05/2//22
	Account 53960 - Grants Totals	Invoice 1 Transactions	\$30,000.00
Account 53970 - Mayor's Promotion of Business			
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	15-Waldron-120 S. Walnut-gas bill 4/1-5/2/22	05/16/2022	291.91
	Account 53970 - Mayor's Promotion of Business Totals	Invoice 1 Transactions	\$291.91
Account 53990 - Other Services and Charges		Hansactions	
1138 - BCT Management, INC	04: Waldron Interim Maintenance Labor (BCT)	05/27/2022	1,340.31
6714 - Dimension Mill, INC	04-Code/IT Academy Grant (The Mill)	05/27/2022	75,000.00
8004 - Trahan Architects APAC	04- Arts Feasibility Study 2022 -4/6/22	05/27/2022	28,352.00
8004 - Trahan Architects APAC	04-Arts Feasibility Study 2022-site visit 3/22-3/24/22	05/27/2022	3,973.85
8004 - Trahan Architects APAC	04- Arts Feasibility Study 2022-5/4/22	05/27/2022	23,017.00
	Account 53990 - Other Services and Charges Totals	Invoice 5 Transactions	\$131,683.16
Pro	gram G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice 7	\$161,975.07
	Department 04 - Economic & Sustainable Dev Totals	Transactions Invoice 7	\$161,975.07
Department 20 - Street	·	Transactions	
Program G21005 - ARPA COVID Local Fiscal Recover	,		
Account 52330 - Street , Alley, and Sewer Material			
334 - Irving Materials, INC	20-Class A stone-Atlee ST & Bricklin CT-4 cy-4/27/22	BC 2022-10 05/27/2022	500.00
	Account 52330 - Street , Alley, and Sewer Material Totals		\$500.00
Pro	gram G21005 - ARPA COVID Local Fiscal Recovery Totals	Transactions Invoice 1	\$500.00
	•	Transactions	
	Department 20 - Street Totals	Invoice 1 Transactions	\$500.00
Denartment 28 - ITS			

Department 28 - ITS

Program G21005 - ARPA COVID Local Fiscal Recovery



Account	53960	- Grants
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necount 55500 Grants			
2898 - JDH Contracting, INC	28 - Peoples Park Fiber Extension - Parks Wifi project	05/27/2022	3,997.37
	Account 53960 - Grants Totals	Invoice 1	\$3,997.37
		Transactions	+2.007.27
	Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice 1	\$3,997.37
	Department 28 - ITS Totals	Transactions Invoice 1	\$3,997.37
	Department 20 210 rotals	Transactions	ψ5,557.57
	Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals	Invoice 9	\$166,472.44
		Transactions	
Fund 249 - Grants Non Approp			
Department 07 - Engineering			
Program G22006 - INDOT Signal Tapp & Deb	orah		
Account 54510 - Other Capital Outlays			
5149 - E&B Paving, INC	07-Tapp & Deborah Signal Install Proj-BC-2021-	BC 2021-146 05/27/2022	191,541.45
10044 5 15 1 1 1 1 1 1 1	146-CN-4/1-4/5/22	DC 2024 446 05/27/2022	10 001 12
18844 - First Financial Bank, N.A.	07-Tapp & Deborah Signal Install Proj-BC-2021- 146-CE-4/1-4/5/22	BC 2021-146 05/27/2022	10,081.13
	Account 54510 - Other Capital Outlays Totals	Invoice 2	\$201,622.58
	roccount roccount capital cause, or roccount	Transactions	4=01/0==.00
	Program G22006 - INDOT Signal Tapp & Deborah Totals	Invoice 2	\$201,622.58
		Transactions	1001 000 00
	Department 07 - Engineering Totals	Invoice 2	\$201,622.58
	Fund 249 - Grants Non Approp Totals	Transactions Invoice 2	\$201,622.58
	Tana 215 Stanto Holl Appropriotation	Transactions	Ψ201,022.30
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090004 - Com Serv- Accessibility			
Account 53990 - Other Services and Charges			
8150 - Mesmerize Media Holdings LLC	09- CCA Bus Ad - 1 tall panel-5/2-5/29/22	05/27/2022	225.00
8150 - Mesmerize Media Holdings LLC	09- CCA Bus Ad - 1 tall panel	05/27/2022	300.00



	Account 53990 - Other Services and Charges Totals	Invoice 2	\$525.00
	Program 090004 - Com Serv- Accessibility Totals	Transactions Invoice 2	\$525.00
Program 090016 - Com Serv - Safe & Civil		Transactions	
Account 53990 - Other Services and Charges			
8170 - Elowen Wiltz	09-2022 BHM Essay Contest winner-2nd place	05/27/2022	100.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$100.00
	Program 090016 - Com Serv - Safe & Civil Totals	Transactions Invoice 1	\$100.00
Program 090018 - CBVN		Transactions	
Account 52420 - Other Supplies			
4549 - Kroger Limited Partnership I	09-Be More Awards supplies-drinks, napkins	05/27/2022	83.65
4549 - Kroger Limited Partnership I	09-Be More Awards supplies-ice	05/27/2022	1.79
6284 - VTG Enterprises, LLC (PopKorn)	09-Popcorn for Be More Award reception- 5/5/22	05/27/2022	250.00
	Account 52420 - Other Supplies Totals	Invoice 3	\$335.44
	Program 090018 - CBVN Totals	Transactions Invoice 3	\$335.44
Program 090020 - Commission on Aging		Transactions	
Account 52420 - Other Supplies			
4549 - Kroger Limited Partnership I	09-Candy for 50+ Expo	05/27/2022	13.46
	Account 52420 - Other Supplies Totals	Invoice 1	\$13.46
	Program 090020 - Commission on Aging Totals	Transactions Invoice 1	\$13.46
	Department 09 - CFRD Totals	Transactions Invoice 7	\$973.90
	Fund 312 - Community Services Totals	Transactions Invoice 7	\$973.90
Fund 401 - Non-Reverting Telecom (S1146)		Transactions	



Invoice Date Range 05/14/22 - 05/27/22

Department 25 - Telecommunications

Program 254000 - Infrastructure

Account 53640 - Hardware and Software Maintenance

13482 - Northern Lights Locating & Inspection, INC Account 54450 - Equipment	25-Line location services - April 2022-inc over allowance Account 53640 - Hardware and Software Maintenance Totals	05/27/2022 Invoice 1 Transactions	2,624.00 \$2,624.00
53442 - Paragon Micro, INC	28-laptop, dock, briefcase	05/27/2022	2,009.97
53442 - Paragon Micro, INC	28-laptop, dock, briefcase	05/27/2022	2,009.97
53442 - Paragon Micro, INC	28-5 computers	05/27/2022	5,449.85
	Account 54450 - Equipment Totals	Invoice 3	\$9,469.79
Program 256000 - Services	Program 254000 - Infrastructure Totals	Transactions Invoice 4 Transactions	\$12,093.79
Account 53150 - Communications Contract			
4170 - Comcast Cable Communications, INC	25 - Internet - 627 N Morton - 2022 5/17- 6/16/22	05/16/2022	178.45
	Account 53150 - Communications Contract Totals	Invoice 1	\$178.45
	Program 256000 - Services Totals	Transactions Invoice 1 Transactions	\$178.45
	Department 25 - Telecommunications Totals	Invoice 5	\$12,272.24
	Fund 401 - Non-Reverting Telecom (S1146) Totals	Transactions Invoice 5 Transactions	\$12,272.24

Fund 450 - Local Road and Street(S0706)

Department 20 - Street

Program 200000 - Main

Account 53520 - Street Lights / Traffic Signals



Invoice Date Range 05/14/22 - 05/27/22

Transactions

				05/2//22
223 - Duke Energy	02-Traffic Signal Summary electric bill-3/3-4/8/22	BC 2010-23	05/16/2022	4,078.52
223 - Duke Energy	02-Street Light Summary Electric bill-3/3- 4/4/22	BC 2010-23	05/16/2022	36,987.57
	Account 53520 - Street Lights / Traffic Signals Totals			\$41,066.09
		Transactio		
	Program 200000 - Main Totals			\$41,066.09
		Transactio		
	Department 20 - Street Totals	Invoi	ce 2	\$41,066.09
		Transactio		
	Fund 450 - Local Road and Street(S0706) Totals			\$41,066.09
5 454 N. W. H. L. W. L. (60500)		Transactio	ns	
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	20-1 box of Black permanent Markers for		05/27/2022	15.89
	Admin office			
6530 - Office Depot, INC	20-Highlighters, paper, pens, pencils, ruler,		05/27/2022	32.51
	post it note			
5819 - Synchrony Bank	20-Leitz Electric staples E1		05/27/2022	7.20
5819 - Synchrony Bank	20-scotch long lasting packaging tape		05/27/2022	9.97
	1.88"x54.6 yd			
	Account 52110 - Office Supplies Totals	Invoi	ce 4	\$65.57
		Transactio	ns	
Account 52210 - Institutional Supplies				
313 - Fastenal Company	20-Safety Supplies for employees (gloves,		05/27/2022	341.94
313 Tusterial company	glasses, etc)		03/2//2022	311.51
	Account 52210 - Institutional Supplies Totals	Invoi	ce 1	\$341.94
	Account SEELS Institutional Supplies focus	Transactio		ψ5 11.5 1
Account 52310 - Building Materials and Supplies		Transactio	113	
409 - Black Lumber Co. INC	20-(2) 4x8-3/4 AC Sanded Pine at Traffic		05/27/2022	159.90
	Building		., , -	
409 - Black Lumber Co. INC	20-8'white PVC 3/4"trim, Smooth white		05/27/2022	33.87
	paneling, 1x6-8 pine pro			
	Account 52310 - Building Materials and Supplies Totals	Invoi	ce 2	\$193.77



Account	52420	- Other	Supplies
ACCOUNT	32420	- Other	Supplies

294 - All-Phase Electric Supply, INC	20-3/4X60' Tape for Street Light repair	05/27/2022	6.25
409 - Black Lumber Co. INC	20-Graffiti removal-(2) Rust-oleum 2X flat	05/27/2022	11.94
409 - Black Lumber Co. INC	black 20-80# Quikrete Concrete Gravel Mx(8 bags)	05/27/2022	59.12
409 - Black Lumber Co. INC	for SW Crews 20-(8) bags of 80# Quikrete concrete gravel-	05/27/2022	59.12
177 - Indiana Oxygen Company, INC	SW Crews/Kirkwood 20-fill 40 lb propane cylinder (4) total	05/27/2022	113.84
394 - Kleindorfer Hardware & Variety	20-1 box of stripping paint for Street Crews	05/27/2022	61.49
394 - Kleindorfer Hardware & Variety	20-2.5 gal shop vac & tub of gojo towels for	05/27/2022	73.78
394 - Kleindorfer Hardware & Variety	Street Crews 20-2 traffic flags & dowel rod	05/27/2022	17.97
6262 - Koenig Equipment, INC	20-200ft of 2.7mm weed eater rope for	05/27/2022	1.20
7854 - Premier AG CO-OP, INC (Premier Energy)	tree/mowing crews 20-100# Propane cylinders for thermoplastic	05/27/2022	1,114.22
	trailer Account 52420 - Other Supplies Totals	Invoice 10 Transactions	\$1,518.93
Account 53250 - Pagers			
332 - Indiana Paging Network, INC	20-Pagers for snow control -June 2022	05/27/2022	87.26
	Account 53250 - Pagers Totals	Invoice 1	\$87.26
Account 53540 - Natural Gas		Transactions	
6769 - EDF, INC (EDF Energy Services)	06-City FacNatural Gas Commodity-April 2022	05/16/2022	463.52
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	management fee 20-Street Dept-gas bill 4/6-5/5/22	05/16/2022	70.87
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)			51.16
	20-Traffic bldg-gas bill 4/6-5/5/22	05/16/2022	51.10
Account 53920 - Laundry and Other Sanitation Services	20-Traffic bldg-gas bill 4/6-5/5/22 Account 53540 - Natural Gas Totals	05/16/2022 Invoice 3 Transactions	\$585.55
Account 53920 - Laundry and Other Sanitation Services 19171 - Aramark Uniform & Career Apparel Group, INC		Invoice 3 Transactions	



Invoice Date Range 05/14/22 -

Transactions

		11110100	bate Rang	05/27/22
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-4/27/22	BC 2009-52	05/27/2022	10.60
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/4/22	BC 2009-52	05/27/2022	10.60
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-5/4/22		05/27/2022	34.28
Account 53990 - Other Services and Charges	nt 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions		\$67.41
902 - Indiana Underground Plant Protection Service, INC	20-Line Locate Services fees for April 2022		05/27/2022	801.80
Thailand Strategrand Hant Hoteland Service, The	(844 tickets)			
	Account 53990 - Other Services and Charges Totals	Invoice Transactions		\$801.80
	Program 200000 - Main Totals	Invoice	26	\$3,662.23
	Department 20 - Street Totals	Transactions Invoice		\$3,662.23
	Fund 451 - Motor Vehicle Highway(S0708) Totals	Transactions Invoice		\$3,662.23
	Talla 101 Tiocol Talliaio Iligilita (Corros) Totalo	Transactions		43/002.23
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 52110 - Office Supplies				
293 - J&S Locksmith Shop, INC	26- 5 Keys for Offices		05/27/2022	7.95
	Account 52110 - Office Supplies Totals	Invoice Transactions		\$7.95
Account 52340 - Other Repairs and Maintenance				
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26- Garage Signs-install 15 12x18 aluminum signs		05/27/2022	250.00
	Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions		\$250.00
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	26-Trades Garage-489 W 10th-water/sewer bill- April 2022		05/16/2022	126.56
	Account 53530 - Water and Sewer Totals	Invoice	1	\$126.56



∆ccount	53540 -	Natural	Gas

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-4th St Garage-105 W. 4th St-gas bill 4/1-	05/16/2022	52.87
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5/2/22 26-Trades Garage-489 W. 10th-gas bill 4/1- 5/2/22	05/16/2022	49.50
	Account 53540 - Natural Gas Totals		\$102.37
Account 53610 - Building Repairs		Transactions	
4483 - City Lawn Corporation	SA Mowing at 4th Street Garage, 4/20 &	BC 2021-104 05/27/2022	60.00
5512 - The NEW Group, INC	4/27/22 26- Contract for Morton St. Garage Repair Proj-	BC 2021-44 05/27/2022	67,185.00
5512 - The NEW Group, INC	App 1 26- Contract for Morton St. Garage Repair Proj-	BC 2021-44 05/27/2022	7,465.00
	App 2 Account 53610 - Building Repairs Totals	Invoice 3	\$74,710.00
	, social control of the control of t	Transactions	Ψ7.17.20.00
Account 53630 - Machinery and Equipment Repairs			
3397 - Evens Time, INC	26- repair Morton St garage gate-4/25/22	05/27/2022	588.99
3397 - Evens Time, INC	26- Walnut St Garage-repair gate arm-5/2/22	05/27/2022	721.99
3397 - Evens Time, INC	02 - Repair Entry gate @ Walnut Garage-	05/27/2022	747.64
3397 - Evens Time, INC	4/22/22 02-2022 Gold Service Maintenance package	05/27/2022	100.00
Accou	Garages-1/1-12/31/22 Int 53630 - Machinery and Equipment Repairs Totals	Invoice 4	\$2,158.62
	, , , , ,	Transactions	. ,
Account 53640 - Hardware and Software Maintenance			
5976 - EV Connect, INC	26- Network Software License for three years for Trades Garage	05/27/2022	10,810.00
3397 - Evens Time, INC	02-2022 Gold Service Maintenance package Garages-1/1-12/31/22	05/27/2022	36,233.43
Account !	53640 - Hardware and Software Maintenance Totals	Invoice 2	\$47,043.43
Account 53650 - Other Repairs		Transactions	
3397 - Evens Time, INC	02-2022 Gold Service Maintenance package	05/27/2022	20,000.00
	Garages-1/1-12/31/22 Account 53650 - Other Repairs Totals	Invoice 1	\$20,000.00
	Account 33030 - Other Repairs Totals	Transactions	\$20,000.00



Account	53940 -	Temporary	Contractual	Employee
Account	JJJ70 -	i Cilipoi ai y	Contractual	Lilipioyee

6522 - Harris Carpet Cleaning, LLC	26- Bathroom Remediation at 4th Street	05/27/2022	821.17
	Garage Account 53940 - Temporary Contractual Employee Totals		\$821.17
Account 53990 - Other Services and Charges		Transactions	
6330 - Marshall Security LLC	26-Day/Night Patrol-Garages-3/14-4/30/22	BC 2022-11 05/27/2022	6,016.00
	Account 53990 - Other Services and Charges Totals		\$6,016.00
	Program 260000 - Main Totals	Transactions Invoice 17 Transactions	\$151,236.10
	Department 26 - Parking Totals		\$151,236.10
	Fund 452 - Parking Facilities(S9502) Totals	Invoice 17	\$151,236.10
Fund 454 - Alternative Transport(S6301)		Transactions	
Department 13 - Planning			
Program 130000 - Main			
Account 54310 - Improvements Other Than Buil	ding		
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Misc. Neighborhood Greenways-Inv. date 4/18/22	05/27/2022	35,209.07
	Account 54310 - Improvements Other Than Building Totals	Invoice 1 Transactions	\$35,209.07
	Program 130000 - Main Totals	Invoice 1	\$35,209.07
	Department 13 - Planning Totals	Transactions Invoice 1 Transactions	\$35,209.07
Department 26 - Parking		Hansactons	
Program 260000 - Main			
Account 52110 - Office Supplies			
5819 - Synchrony Bank	26-refund for map hanger	05/27/2022	(67.65)
	Account 52110 - Office Supplies Totals	Invoice 1 Transactions	(\$67.65)



Invoice Date Range 05/14/22 - 05/27/22

05/27/2022

Account	53310	- Printing
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5819 - Synchrony Bank

50680 - Biller Press & Manufacturing, INC	26-green parking ticket envelopes (3,000)	05/27/2022	496.20
53984 - Dri-Stick Decal Corp. (Rydin Decal)	26-all zone permits for the Neighborhood area	05/27/2022	2,156.76
53984 - Dri-Stick Decal Corp. (Rydin Decal)	(1.000) 26-2022-23 neighborhood permits - lot 5	05/27/2022	4,291.75
54432 - T2 Systems, INC	permits 26-new receipt printers for 4th St garage	05/27/2022	865.54
	Account 53310 - Printing Totals	Invoice 4	\$7,810.25
	Program 260000 - Main Totals	Transactions _ Invoice 5	\$7,742.60
	Frogram 20000 Fram Focals	Transactions _	
	Department 26 - Parking Totals	Invoice 5	\$7,742.60
	Fund 454 - Alternative Transport(S6301) Totals	Transactions Invoice 6 Transactions	\$42,951.67
Fund 455 - Parking Meter Fund(S2141)		Transactions	
Department 09 - CFRD			
Program 090000 - Main			
Account 53960 - Grants			
1618 - Beacon,INC (Shalom)	09-2022 Downtown Outreach Grant - Beacon,	05/27/2022	29,600.00
	Inc Account 53960 - Grants Totals	Invoice 1	\$29,600.00
	Program 090000 - Main Totals	Transactions Invoice 1	\$29,600.00
	Department 09 - CFRD Totals	Transactions Invoice 1	\$29,600.00
Department 26 - Parking		Transactions	
Program 260000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	26-label maker tape, flags	05/27/2022	62.53

26-large trash can-new office at 4th St garage

171.77



				05/2//22
	Account 52110 - Office Supplies Totals	Invoic Transaction		\$234.30
Account 52340 - Other Repairs and Maintenance				
5184 - Bicycle-Wheelchair Doctor	26-reinstall collection lift kit to other vehicle		05/27/2022	695.00
4264 - IPS Group, INC	add battery pk 26-50 battery packs for meter clocks-4/8/22		05/27/2022	1,929.88
4264 - IPS Group, INC	26-out of warranty clock repairs-4/19/22		05/27/2022	4,782.03
4264 - IPS Group, INC	26-batteries for meters 50 pcs-3/9/22		05/27/2022	1,665.32
6688 - SSW Enterprises, LLC (Office Pride)	26-cleaning service-PE-627 N Morton-4/1/22	BC 2022-07	05/27/2022	373.00
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	26-Snow plowing & sidewalk clearing in	BC 2021-140	05/27/2022	2,755.00
	parking lots ccount 52340 - Other Repairs and Maintenance Totals	Invoic Transaction		\$12,200.23
Account 52420 - Other Supplies				
313 - Fastenal Company	26-wire ties for reserve parking sign postings		05/27/2022	68.07
4264 - IPS Group, INC	26-4G meter clock upgrade on 1154 clocks		05/27/2022	17,390.00
394 - Kleindorfer Hardware & Variety	26-misc parking supplies; cable ties, sledge,		05/27/2022	79.26
394 - Kleindorfer Hardware & Variety	paper towels, rubb 26-keys copied		05/27/2022	4.00
394 - Kleindorfer Hardware & Variety	26-scissors, 9V batteries		05/27/2022	13.28
394 - Kleindorfer Hardware & Variety	26-5 surge protectors		05/27/2022	138.95
394 - Kleindorfer Hardware & Variety	26-glue, door stop		05/27/2022	9.98
	Account 52420 - Other Supplies Totals	Invoic Transaction		\$17,703.54
Account 53240 - Freight / Other		Tansacion		
4264 - IPS Group, INC	26-batteries for meters 50 pcs-3/9/22		05/27/2022	84.68
4264 - IPS Group, INC	26-4G meter clock upgrade on 1154 clocks		05/27/2022	1,880.00
	Account 53240 - Freight / Other Totals	Invoic Transaction		\$1,964.68



Account 53310 - Printing			
50680 - Biller Press & Manufacturing, INC	26-green parking ticket envelopes (3,000)	05/27/2022	496.20
53984 - Dri-Stick Decal Corp. (Rydin Decal)	26-2022-23 neighborhood permits - lot 5	05/27/2022	211.42
54432 - T2 Systems, INC	permits 26-new receipt printers for 4th St garage	05/27/2022	865.55
	Account 53310 - Printing Totals	Invoice 3 Transactions	\$1,573.17
Account 53410 - Liability / Casualty Premiums			
8189 - Paragon Asset Recovery Services, LLC (Sedgwick)	26-Deductible for John Meyers claim	05/27/2022	5,000.00
	Account 53410 - Liability / Casualty Premiums Totals	Invoice 1 Transactions	\$5,000.00
Account 53640 - Hardware and Software Maintenance			
54432 - T2 Systems, INC	26-ROVR returns for April 2022	05/27/2022	561.60
Accou	nt 53640 - Hardware and Software Maintenance Totals	Invoice 1 Transactions	\$561.60
Account 53830 - Bank Charges		Transactions	
4264 - IPS Group, INC	26-transaction and card fees for January 2022	05/27/2022	12,044.01
	Account 53830 - Bank Charges Totals	Invoice 1	\$12,044.01
	Program 260000 - Main Totals	Transactions Invoice 23	\$51,281.53
	Department 26 - Parking Totals	Transactions Invoice 23	\$51,281.53
	Fund 455 - Parking Meter Fund(S2141) Totals	Transactions Invoice 24 Transactions	\$80,881.53
Fund 456 - MVH Restricted		Hansactions	
Department 20 - Street			
Program 200000 - Main			
Account 52420 - Other Supplies			
409 - Black Lumber Co. INC	20-ADA Ramps-Marking Wand	05/27/2022	24.99



			05/2//22
	Account 52420 - Other Supplies Totals	Invoice 1	\$24.99
	Program 200000 - Main Totals	Transactions Invoice 1 Transactions	\$24.99
	Department 20 - Street Totals	Invoice 1	\$24.99
Fund 601 - Cumulative Capital Devlp(S2391	Fund 456 - MVH Restricted Totals	Transactions Invoice 1 Transactions	\$24.99
	,		
Department 02 - Public Works			
Program 020000 - Main			
Account 54310 - Improvements Other Than	Building		
399 - American Structurepoint, INC	13-Signal Timing_On-Call Services Contract 3/1-3/31/22	05/27/2022	5,701.83
	Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$5,701.83
	Program 020000 - Main Totals	Transactions Invoice 1	\$5,701.83
	Department 02 - Public Works Totals	Transactions Invoice 1	\$5,701.83
	Fund 601 - Cumulative Capital Devlp(S2391) Totals	Transactions Invoice 1	\$5,701.83
5 1700 G P.LW 1 (05101)	Tund 301 Camadate Capital Sevip(32331) Totals	Transactions	ψ3,701.03
Fund 730 - Solid Waste (S6401)			
Department 16 - Sanitation			
Program 160000 - Main			
Account 52310 - Building Materials and Supp	lies		
4574 - John Deere Financial (Rural King)	16- 17 Gallon Storage Containers (4)	05/27/2022	43.96
	Account 52310 - Building Materials and Supplies Totals	Invoice 1 Transactions	\$43.96
Account 52420 - Other Supplies			
7076 - Beaver Research Company	16-Foam Degreaser for Trucks	05/27/2022	540.65
409 - Black Lumber Co. INC	16-Supplies for painting picnic tables & Browncliff repair	05/27/2022	32.61



			05/2//22
409 - Black Lumber Co. INC	16-repair wood putty for Browncliff	05/27/2022	.89
	Account 52420 - Other Supplies Totals	Invoice 3	\$574.15
Account 53150 - Communications Contract		Transactions	
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-wireless radio services - May 2022	05/27/2022	572.05
	Account 53150 - Communications Contract Totals	Invoice 1 Transactions	\$572.05
Account 53240 - Freight / Other		Transactions	
7076 - Beaver Research Company	16-Foam Degreaser for Trucks	05/27/2022	125.99
	Account 53240 - Freight / Other Totals	Invoice 1	\$125.99
Account 53540 - Natural Gas		Transactions	
6769 - EDF, INC (EDF Energy Services)	06-City FacNatural Gas Commodity-April 2022	05/16/2022	654.06
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	management fee 16-Sanitation-gas bill 4/4-5/3/22	05/16/2022	100.83
	Account 53540 - Natural Gas Totals	Invoice 2 Transactions	\$754.89
Account 53920 - Laundry and Other Sanitation Services	Account 53540 - Natural Gas Totals	Invoice 2 Transactions	\$754.89
Account 53920 - Laundry and Other Sanitation Services 19171 - Aramark Uniform & Career Apparel Group, INC			\$754.89 8.01
		Transactions	·
19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/4/22	Transactions BC 2009-52 05/27/2022 05/27/2022 Invoice 2	8.01
19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/4/22 16-mat/towel service-5/4/22	Transactions BC 2009-52 05/27/2022 05/27/2022	8.01
19171 - Aramark Uniform & Career Apparel Group, INC19171 - Aramark Uniform & Career Apparel Group, INCAccount 53	16-uniform rental (minus payroll ded)-5/4/22 16-mat/towel service-5/4/22	Transactions BC 2009-52 05/27/2022 05/27/2022 Invoice 2	8.01
 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC Account 53 Account 53950 - Landfill	16-uniform rental (minus payroll ded)-5/4/22 16-mat/towel service-5/4/22 920 - Laundry and Other Sanitation Services Totals	Transactions BC 2009-52 05/27/2022 05/27/2022 Invoice 2 Transactions	8.01 23.26 \$31.27
 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC Account 53 Account 53950 - Landfill 52226 - Hoosier Transfer Station-3140 	16-uniform rental (minus payroll ded)-5/4/22 16-mat/towel service-5/4/22 920 - Laundry and Other Sanitation Services Totals 16-recycling fees - 4/18-4/28/22	Transactions BC 2009-52	8.01 23.26 \$31.27 2,769.10
 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC Account 53 Account 53950 - Landfill 52226 - Hoosier Transfer Station-3140 	16-uniform rental (minus payroll ded)-5/4/22 16-mat/towel service-5/4/22 920 - Laundry and Other Sanitation Services Totals 16-recycling fees - 4/18-4/28/22 16-trash disposal fee-4/16-4/30/22	Transactions BC 2009-52	8.01 23.26 \$31.27 2,769.10 14,863.78



Invoice Date Range 05/14/22 -05/27/22

Fund 730 - Solid Waste (S6401) Totals

Invoice 12 Transactions

\$19,735.19

Fund 800 - Risk Management(S0203)

Department 10 - Legal

Program 100000 - Main

3			
Account 52430 - Uniforms and Tools			
8613 - Crane's Leather & Shoe Shop, INC	10 - safety shoes-H. Kinser (10.5D)-4/25/22	05/27/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Douglas (11.5)-4/25/22	05/27/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes G Conner (10D)-4/28/22	05/27/2022	99.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Rushton (10.5M)-4/29/22	05/27/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Houshout (10EE)-4/30/22	05/27/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-A. Krebbs (10.5D)-5/2/22	05/27/2022	97.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. White (12D)-5/2/22	05/27/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Hobbs (8.5EE)-5/2/22	05/27/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-F. Love (9.5D)-5/3/22	05/27/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-F. Love (9.5D)-5/3/22	05/27/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Myers (11.5D)-5/3/22	05/27/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-N. Rollins (6.5M)-5/3/22	05/27/2022	83.25
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Troxel (8D)-5/3/22	05/27/2022	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-G. May (10.5D)-4/30/22	05/27/2022	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-S. Owen (11 1/2M)-4/28/22	05/27/2022	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-B. Scroggins (9 1/2W)-	05/27/2022	100.00
327 - Hoosier Workwear Outlet, INC	4/29/22 10-safety shoes-M. French (9D)-4/30/22	05/27/2022	100.00



Invoice Date Range 05/14/22 -
05/27/22

			05/2//22
10-safety s	hoes-W. Winks (12M)-4/29/22	05/27/2022	100.00
10-safety s	hoes-J. Wenning (13D)-5/2/22	05/27/2022	100.00
•	hoes-J. Richardson (11 1/2M)-	05/27/2022	100.00
5/6/22 10-safety s	hoes-I. Martin (9M)-5/7/22	05/27/2022	100.00
10-safety s	hoes-M. Lagneaux (10M)-4/19/22	05/27/2022	100.00
10-safety s	hoes-S. Robertson (14W)-4/19/22	05/27/2022	100.00
10-safety s	hoes-H. Kelson (12M)-4/19/22	05/27/2022	100.00
10-safety s	hoes-A. Boden (13D)-4/20/22	05/27/2022	100.00
10-safety s	hoes-S. Henson (10M)-4/25/22	05/27/2022	100.00
10 -safety	shoes-4/21/22	05/27/2022	7,100.00
10 -safety	shoes - 4/21/22	05/27/2022	686.99
10-safety s	hoes-Salisbury, 10 CAT-4/1/22	05/27/2022	99.98
Account 5	2430 - Uniforms and Tools Totals	Invoice 29 Transactions	\$10,466.72
10- reimb t	for physical for CDL-4/22/22	05/27/2022	100.00
	Account 53130 - Medical Totals	Invoice 1	\$100.00
	Program 100000 - Main Totals	Transactions Invoice 30	\$10,566.72
	Department 10 - Legal Totals	Transactions Invoice 30	\$10,566.72
Fund 800 -	Risk Management(S0203) Totals	Transactions Invoice 30 Transactions	\$10,566.72

327 - Hoosier Workwear Outlet, INC

4291 - Monroe Optical, INC

1548 - Safety Shoe Distributors, INC

1448 - Shoe Carnival, INC

Account 53130 - Medical

6926 - Daniel Patrick Ham

Fund 801 - Health Insurance Trust

Department 12 - Human Resources

Program 120000 - Main



Invoice Date Range 05/14/22 - 05/27/22

Account 53990 - Other Services and Charges			
3977 - Cigna Health & Life Insurance Company	12-May 2022 Cigna Dental/Vision	05/27/2022	2,088.90
18539 - Life Insurance Company Of North America	12-April 2022, Bill Ref # 103094_04012022	05/27/2022	4,132.70
	Account 53990 - Other Services and Charges Totals	Invoice 2	\$6,221.60
Account 53990.1201 - Other Services and Charges Healt	h Insurance	Transactions	
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$605.80	05/16/2022	605.80
17785 - The Howard E. Nyhart Company, INC	12-May 2022 Wellness Reimbursements	05/17/2022	4,759.00
Account 53990.1201 -	Other Services and Charges Health Insurance Totals	Invoice 2	\$5,364.80
Account 53990.1278 - Other Services and Charges Disab	ility LTD	Transactions	
18539 - Life Insurance Company Of North America	12-April 2022, Bill Ref # 103094_04012022	05/27/2022	6,353.33
Account 53990.127	78 - Other Services and Charges Disability LTD Totals	Invoice 1	\$6,353.33
	Program 120000 - Main Totals	Transactions Invoice 5	\$17,939.73
	Department 12 - Human Resources Totals	Transactions Invoice 5	\$17,939.73
	Fund 801 - Health Insurance Trust Totals	Transactions Invoice 5	\$17,939.73
Fund 802 - Fleet Maintenance(S9500)	rand 601 Treater Insurance Trase Totals	Transactions	Ψ17,333.73
Department 17 - Fleet Maintenance			
'			
Program 170000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	17 office supplies 2" Blue binder	05/27/2022	4.40
6530 - Office Depot, INC	17 office supplies- binders, tabs and post its,	05/27/2022	23.98
Assessed F2220 Courses and Makes Courseling	Account 52110 - Office Supplies Totals	Invoice 2 Transactions	\$28.38

Account **52230 - Garage and Motor Supplies**



Board of Public Works Claim Register

		Invoice Date Range	e 05/14/22 <i>-</i>
			05/27/22
50605 - Bauer Built, INC	17 -8 - 245/55R18 advantage control 103V	05/27/2022	1,171.20
50605 - Bauer Built, INC	tires for stock 17 -50 disposal light truck tires & 1 disposal	05/27/2022	262.75
4693 - Monroe County Tire & Supply, INC	fee com. tires 17 - Carlisle HD Field Trax 2ply 24x12 tires- various equipment	05/27/2022	320.50
4693 - Monroe County Tire & Supply, INC	17 -Service call to replace back tires on vehicle 449	05/27/2022	295.00
	Account 52230 - Garage and Motor Supplies Totals	Invoice 4	\$2,049.45
Account 52240 - Fuel and Oil		Transactions	
613 - Hoosier Penn Oil Company, INC	17 - 200 GALs of HP Tractor Hydraulic oils	05/27/2022	2,006.02
	Account 52240 - Fuel and Oil Totals	Invoice 1	\$2,006.02
Account 52320 - Motor Vehicle Repair		Transactions	
244 - Bloomington Ford, INC	17- Sensor assembly - tire for ford	05/27/2022	62.72
244 - Bloomington Ford, INC	17- Alternator Assembly for Ford	05/27/2022	241.91
244 - Bloomington Ford, INC	17 - Sender and Pump for Ford	05/27/2022	366.82
244 - Bloomington Ford, INC	17- Alarm/Keyless kit for ford	05/27/2022	371.25
244 - Bloomington Ford, INC	17- water pump kit for Ford	05/27/2022	2,773.89
941 - Central Indiana Truck Equipment Corporation	17- misc. truck parts - Python arm control module	05/27/2022	2,673.22
941 - Central Indiana Truck Equipment Corporation	17- misc. truck parts - Pump vane FM 36GPM	05/27/2022	3,110.40
21104 - Cummins Crosspoint, LLC	17 - credit for water pump assembly & Gasket- water pump return	05/27/2022	(207.32)
21104 - Cummins Crosspoint, LLC	17 - water pump and gasket	05/27/2022	217.32
4046 - Heritage-Crystal Clean, INC	17-stock antifreeze & Energy surcharge	05/27/2022	509.10
4439 - JX Enterprises, INC	17-Pressure Switch Peterbuilt parts	05/27/2022	29.99
4439 - JX Enterprises, INC	17-Wheel speed Sensor Peterbuilt parts	05/27/2022	53.84
4439 - JX Enterprises, INC	17-Wiper switch 12V for 2 motor Peterbuilt	05/27/2022	138.99

parts



4439 - JX Enterprises, INC	17-Valve-ABS modulater, SN Valve-ABS	05/27/2022	270.98
4439 - JX Enterprises, INC	modulator Peterbuilt 17-misc. Peterbuilt parts-Coolant level Jumper,	05/27/2022	402.97
4439 - JX Enterprises, INC	Module & Sensor 17-Nitrogen Oxide sensor Peterbuilt parts	05/27/2022	707.79
394 - Kleindorfer Hardware & Variety	17- #874 - (2) - 5mm bolts	05/27/2022	8.60
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Oil Filter	05/27/2022	4.99
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Air filter	05/27/2022	14.94
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Fuel Filter	05/27/2022	10.07
53385 - O'Reilly Automotive Stores, INC	17- fuel vent valve truck parts	05/27/2022	18.09
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Oil Filter	05/27/2022	42.49
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Air filter	05/27/2022	62.02
786 - Richard's Small Engine, INC	17-spindle assembly (3)	05/27/2022	727.59
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for various vehicles- April	05/27/2022	7,558.15
582 - Town & Country Chrysler Dodge Jeep, INC	2022 17- Chrysler parts - engine Oil Filter	05/27/2022	21.68
582 - Town & Country Chrysler Dodge Jeep, INC	17- Chrysler parts - Linear Purge valve & Fuel	05/27/2022	62.35
582 - Town & Country Chrysler Dodge Jeep, INC	tank locking cap 17- Chrysler parts - Radiator fan motor	05/27/2022	210.80
582 - Town & Country Chrysler Dodge Jeep, INC	17- Chrysler parts - Water pump	05/27/2022	218.45
816 - Vermeer Of Indiana, INC	17- stock wood chipper teeth	05/27/2022	348.60
7555 - VoMac Truck Sales & Service INC	17- misc. mack parts - Muffler	05/27/2022	675.91
2096 - West Side Tractor Sales CO.	17- John Deere parts -(7) Plow bolt & (7) 3/4	05/27/2022	46.76
2096 - West Side Tractor Sales CO.	Nut 17- John Deere parts - Toggle/Rocker Switch	05/27/2022	50.26
2096 - West Side Tractor Sales CO.	and freight charge 17- John Deere parts - (6) Hydraulic Oil	05/27/2022	825.06
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - misc auto parts - Element Assembly - Air Cleaner	05/27/2022	26.34



Invoice Date Range 05/14/22 -

		involce bate name	05/27/22
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - misc auto parts - Brake Lining Kit	05/27/2022	57.49
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - misc auto parts - Air filter	05/27/2022	82.35
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - filter asy-oil	05/27/2022	93.84
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - misc auto parts - Starter Motor Assembly	05/27/2022	148.50
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Rotor brake & Brake Pad Assemb, Brake	05/27/2022	696.15
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	lining kit, Tensioner 17 - misc auto parts - Air Filter	05/27/2022	16.47
	Account 52320 - Motor Vehicle Repair Totals	Invoice 41 Transactions	\$23,751.82
Account 53540 - Natural Gas		Transactions	
6769 - EDF, INC (EDF Energy Services)	06-City FacNatural Gas Commodity-April 2022	05/16/2022	323.63
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	management fee 17-Fleet Maint-gas bill 4/6-5/5/22	05/16/2022	121.39
	Account 53540 - Natural Gas Totals	Invoice 2 Transactions	\$445.02
Account 53610 - Building Repairs		Transactions	
392 - Koorsen Fire & Security, INC	17-Quarterly Billing for Fleet 5/1/22- 7/31/2022, INV# 5605035	BC 2022-16 05/27/2022	91.27
	Account 53610 - Building Repairs Totals		\$91.27
	Program 170000 - Main Totals		\$28,371.96
	Department 17 - Fleet Maintenance Totals	Transactions Invoice 51 Transactions	\$28,371.96
	Fund 802 - Fleet Maintenance(S9500) Totals	Invoice 51	\$28,371.96
Fund 804 - Insurance Voluntary Trust		Transactions	
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1241 - Other Services and Charges Vision			
3977 - Cigna Health & Life Insurance Company	12-May 2022 Cigna Dental/Vision	05/27/2022	7,867.96



Account 539	90.1241 - Other Services and Charges Vision Totals	Invoice 1	\$7,867.96
Account 53990.1271 - Other Services and Charges Section 125 - URM- City		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/16/2022	99.17
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/16/2022	55.59
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/16/2022	72.11
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/17/2022	70.36
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/18/2022	86.95
17785 - The Howard E. Nyhart Company, INC	12 - FSA card replacement	05/19/2022	10.00
17785 - The Howard E. Nyhart Company, INC	12-FSA General Purpose Medical City/Utilities	05/19/2022	153.40
17785 - The Howard E. Nyhart Company, INC	12 - CityURM & UtilURM for 5-19-2022		209.60
Account 53990.1271 - Other S	ervices and Charges Section 125 - URM- City Totals	Invoice 8	\$757.18
Account 53990.1273 - Other Services and Charges Term L	ife	Transactions	
18539 - Life Insurance Company Of North America	12-April 2022, Bill Ref # 103094_04012022	05/27/2022	18,048.94
Account 53990.	1273 - Other Services and Charges Term Life Totals	Invoice 1	\$18,048.94
Account 53990.1277 - Other Services and Charges Disabil	ity STD	Transactions	
18539 - Life Insurance Company Of North America	12-April 2022, Bill Ref # 103094_04012022	05/27/2022	10,273.40
Account 53990.1277	' - Other Services and Charges Disability STD Totals	Invoice 1	\$10,273.40
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/16/2022	47.60
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/16/2022	306.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM	05/17/2022	34.92
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/18/2022	70.22



Invoice Date Range 05/14/22 - 05/27/22

Transactions

			05/27/22
17785 - The Howard E. Nyhart Company, INC	12-FSA General Purpose Medical City/Utilities	05/19/2022	20.00
17785 - The Howard E. Nyhart Company, INC	12 - CityURM & UtilURM for 5-19-2022		60.00
Account 53990.1281 -	Other Services and Charges Section 125 - URM- Util Totals	Invoice 6 Transactions	\$538.74
Account 53990.1283 - Other Services and Charge	s Health Savings Account		
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	05/19/2022	19,432.40
Account 53990.1283 -	Invoice 1 Transactions	\$19,432.40	
	Program 120000 - Main Totals	Invoice 18 Transactions	\$56,918.62
	Department 12 - Human Resources Totals	Invoice 18	\$56,918.62
	Fund 804 - Insurance Voluntary Trust Totals	Transactions Invoice 18 Transactions	\$56,918.62
Fund 978 - City 2016 GO Bond Proceeds		Transactions	
Department 06 - Controller's Office			
Program 06016C - 2016 C Jackson Trail			
Account 54310 - Improvements Other Than Build	ing		
399 - American Structurepoint, INC	13-Jackson Creek Trail PH II (CE)-CI-3/1- 3/31/22	BC 2020-77 05/27/2022	509.32
	Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$509.32
	Program 06016C - 2016 C Jackson Trail Totals	Transactions Invoice 1 Transactions	\$509.32
Program 06016H - 2016 H Exhaust Removi/Guard	d Rail	Hansactions	
Account 54510 - Other Capital Outlays			
5999 - The Etica Group, INC	07-Guardrail PH II (PE)_Design - 1/1-2/28/22	BC 2020-62 05/27/2022	283.30
	Account 54510 - Other Capital Outlays Totals	Invoice 1 Transactions	\$283.30
P	Program 06016H - 2016 H Exhaust Removl/Guard Rail Totals	Invoice 1	\$283.30
	Department 06 - Controller's Office Totals	Transactions Invoice 2	\$792.62



Invoice Date Range 05/14/22 - 05/27/22

Fund 978 - City 2016 GO Bond Proceeds Totals

Grand Totals

Invoice 2 Transactions Invoice 344

Transactions

\$792.62

\$1,212,838.42

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

				Bank	Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount	
05/27/22	Claims				\$1,212,838.42	
		ALLOWANCE O	F CLAIMS		\$1,212,838.42	
We have examined the claims I claims, and except for the claim total amount of				ne		
Dated thisday of	year of 20					
Kyla Cox Deckard, President	_	Beth H. Hollings	worth, Vice President	Elizabeth Karon,	Secretary	
I herby certify that each of the a accordance with IC 5-11-10-1.6		(s) is (are) true and o	correct and I have audited	same in		
		Fiscal Office				